

SONY®



TERMS & CONDITIONS

SONY COMMERCIAL EXTENDED SERVICE PLANS

SONY EXTENDED SERVICE PLANS FOR SONY AIRPEAK DRONES & GIMBALS

SERVICE CONTRACT TERMS & CONDITIONS

Service Plans Terms and Conditions for Protect and Protect Plus

BE SURE TO REGISTER YOUR SERVICE PLAN ONLINE

In order to maximize Your benefits, please go to protect.electronics.sony.com/airpeak to register Your Product and Service Contract within 30 days of purchase to avoid delays in service should You have a claim.

DEFINITIONS

Throughout this Contract, the following capitalized words have the stated meaning:

“Administrator”: the entity responsible for administering benefits to You in accordance with the Service Contract provisions, conditions and exclusions, who is Servify US Inc., (“Servify”) 5608 17th Ave. NW, Seattle WA 98107 Phone 844-247-7669; unless otherwise specified in the SPECIAL STATE REQUIREMENTS section shown at the end of this document. **“Accidental Damage from Handling”, “ADH”**: damage directly resulting from unintentionally dropping the Covered Product (such as a cracked screen) or spilling liquid onto it. **ADH IS NOT COVERED UNLESS YOU PURCHASED A PROTECT PLUS PLAN AS NOTED ON YOUR CONTRACT PURCHASE RECEIPT.** **“Claim”**: a demand for payment in accordance with this Contract sent by You to the Administrator or Us. **“Contract Purchase Receipt”**: the receipt document (paper or e-mail) provided to You by the Administrator or Retailer as proof of Your Contract purchase that indicates the Product(s) covered, Term, Deductible, and date in which the Service Contract was purchased; which must be attached to and forms part of this Service Contract. **“Failure”**: the mechanical or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product. **“Original Purchase Price”**: the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as evidenced on Your sales/Sony purchase documentation. **“Power Surge”**: damages to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source. **“Product(s)”**: the item(s) which You purchased with and is covered by this Service Contract. **“Retailer”**: the seller that has been authorized by Us to sell this Service Contract to You. **“Service Contract”, “Contract”**: this terms and conditions document. **“Term”**: the period of time in which the provisions of this Service Contract are valid, as referenced on Your Contract Purchase Receipt. **“We”, “Us”, “Our”**: the party or parties obligated to provide service under this Service Contract

as the service contract provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097; unless specified otherwise in the SPECIAL STATE REQUIREMENTS section shown at the end of this document. **“You”, “Your”**: the purchaser/owner of the Product(s) covered by this Service Contract. Please contact the Us or the Administrator, if You have any questions about this Service Contract.

PRODUCT ELIGIBILITY

This Service Contract covers Products purchased as new or factory-refurbished and manufactured for use in the United States, which, at the time of Product purchase, included a Sony manufacturers’ limited warranty valid in the United States providing minimum coverage of one year parts and labor on new products. This Service Contract also covers Gimbals that are manufactured by third parties designed for use specifically with Sony products. This Service Contract must be purchased within 15 days of purchase of Your Product, or within 72 hours of Drone Activation on a device with 1 year warranty. Purchase of this Service Contract is not required to purchase the Product or to obtain financing for the Product. Coverage outlined in this Service Contract only applies to Products not covered under any other insurance warranty, guarantee and/or service contract providing the same benefits as outlined herein. Products must be purchased from a Retailer, and not intended resale. Accessories, external peripheral devices and/or add-on options are not covered under this Service Contract.

YOUR RESPONSIBILITY

PRODUCT PROTECTION: If damage or breakdown of the Product is suspected, You should promptly take reasonable precautions in order to protect against further damage.

SERVICE CONTRACT COVERAGE

Your purchase of a **Sony Protect** or **Sony Protect Plus** Extended Service Plan entitles you to additional coverages beyond the manufacturer’s warranty. **Protect** extends the coverage period of the manufacturer’s warranty; **Protect Plus** adds additional entitlements including coverage for accidental damage from handling.

SERVICE CONTRACT TERM - EFFECTIVE DATE OF COVERAGE:

- a) **PROTECT** - Coverage for Failure of Your Product resulting from mechanical or electrical breakdown as described in the definition of “Failure” begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor limited warranty and continues for the remainder of the Term shown on Your Contract Purchase Receipt.

- b) **PROTECT PLUS** - Coverage included in a **PROTECT** plan plus additional coverage for damage resulting from Power Surge or Accidental Damage from Handling (“ADH”). Coverage begins on the date of purchase of the Plan and continues for the Term shown on Your Contract Purchase Receipt.

WHAT IS COVERED – GENERAL

Any time Your Covered Product is to be repaired or replaced in accordance with these SERVICE CONTRACT TERMS AND CONDITIONS, at Our sole discretion, We have the option of:

- Repairing Your Covered Product. We agree to procure the necessary services to restore Your Product to standard operating condition. **Parts used to repair your product will be Genuine Sony parts or factory-certified service parts that perform to the factory specification of Your product.**

- **Replacing Your Covered product of like kind, quality and of comparable performance. If We replace your Covered Product the following may apply:**
 - Technological advances may result in a replacement product with a lower selling price than Your original Covered Product, and no refunds will be made based on the replacement product cost difference.

- Replacement product may be a new or refurbished product of equal or similar features and functionality, but not necessarily the same model depending on availability of product. Please refer to the LIMIT OF LIABILITY section for full details regarding Product replacements.
- **Reimbursing You for the costs towards the purchase of a replacement product of like kind, quality, and comparable performance in an amount not to exceed the lesser of your original purchase price or the manufacturer’s suggested retail price.**

IMPORTANT: COVERAGE DESCRIBED IN THIS SERVICE CONTRACT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER’S LIMITED WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT LIMITED WARRANTY ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER (WHO IS SONY). This Service Contract is valid for repairs or replacement within the United States of America.

ADDITIONAL BENEFITS INCLUDED IN YOUR PLAN

In addition to coverage for a Failure, as defined, Your Contract also provides coverage for:

- **NO LEMON GUARANTEE:** Within any consecutive twelve (12) month period, if Your Product requires a third (3rd) repair for the same problem and is considered covered under Your Contract (“Qualifying Service Repairs”), We will replace Your Product with one of like kind and quality, but not necessarily same model, or, at Our sole discretion, provide You with reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the LIMIT OF LIABILITY section. Any repair services performed while Your Product is under its manufacturer’s warranty or in association with ADH are not considered to be Qualifying Service Repairs under this benefit.
- If you purchased PROTECT PLUS then Your Contract provides the following additional coverage for:
 - **ACCIDENTAL DAMAGE FROM HANDLING (ADH):** labor and/or parts required to repair Your Product, or at Our sole discretion, replacement of Your original Product in lieu of repair in consideration of sudden and unforeseen ADH; such as damage resulting from dropping the Product or in association with an accident during normal usage.
 - Further, if you purchased PREVENTATIVE MAINTENANCE: You are entitled to one “Clean and Check” service per each 12 months of terms, to be performed by Sony authorized technicians, including: 1) visual inspection of all moving parts and wiring, 2) cleaning of any dirt and debris, performance test on batteries, firmware upgrades, key calibrations and the visual inspection and balancing of propellers; and minor repairs and adjustments (if needed).
 - If Your covered Product has a battery failure, You will receive a one time replacement during the term of Your Plan.
 - If Your covered Product experiences a propeller Failure, You will receive up to one replacement of Your propeller pair once every 12 months.

DEDUCTIBLE

There is no Deductible required to obtain service on Your Product under this Service Contract.

OBTAINING SERVICE

In order for a Claim to be considered, You will need to first contact the Administrator for approval and a repair authorization number. IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR SERVICE CONTRACT. The Administrator must validate and provide you with approval (i.e. a repair authorization number) FOR YOUR SUBMITTED CLAIM PRIOR TO ANY BENEFITS BEING CONSIDERED UNDER THIS CONTRACT. THIS SERVICE CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.

If You need to file a Claim under this Service Contract or verify Your coverage, you may send a text message or go online as follows:

- **TEXT MESSAGE:** For fastest services, text the keyword 'AIRPEAK' to 71403. You will receive personal invitation back via text message to a secure portal to start your service request. Text and data rates may apply.
- **ONLINE:** You may also start a service request online by visiting protect.electronics.sony.com/airpeak.

Please do not take or return Your Product to the Retailer or ship Your Product anywhere, unless the Administrator instructs You to do so. If You are instructed by the Administrator to transport or ship Your Product, be sure to include the following with Your Product: (1) a copy of Your Contract Purchase Receipt, (2) a brief written description of the problem You are experiencing with the Product, and (3) a prominent notation of Your repair authorization number that the Administrator gave You. Please use caution when transporting and/or shipping Your Product as directed by the Administrator, as We are not liable for any freight charges or damages due to improper packaging by You or Your representative.

If Your Term expires during the time of an approved Claim, Your coverage under the Contract will be extended until the date in which Your approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Service Contract.

LIMIT OF LIABILITY

During the Term of Your Service Contract, the maximum amount that We are obligated to pay for services in connection with all Claims pursuant to this Service Contract is, at our sole discretion, the cost of:

- Repairs authorized by Us with the amount not to exceed the lesser of your original purchase price or the manufacturer's suggested retail price;
- **One Product replacement with a new or refurbished product of like kind and quality that is of comparable performance;** or
- The amount of a gift card, or similar form of payment, for a covered Claim for ADH damage (in which Your replacement product is ineligible for continued coverage under Your original Contract);
- **A one-time reimbursement payment to You towards the purchase of a replacement product of like kind, quality, and comparable performance in an amount not to exceed the lesser of your original purchase price or the manufacturer's suggested retail price.**

Once either of the above limits has been met, Our obligation under this Contract is considered fulfilled in its entirety and coverage ends.

NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS. NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

THIS SERVICE CONTRACT DOES NOT COVER:

- **LOSS OF OR DAMAGE TO THE COVERED PRODUCT RESULTING FROM: ABUSE (MEANING THE INTENTIONAL TREATMENT OF THE COVERED PRODUCT IN A HARMFUL, INJURIOUS, MALICIOUS OR OFFENSIVE MANNER WHICH RESULTS IN ITS DAMAGE AND/OR FAILURE), MISHANDLING, IMPROPER PACKAGING BY YOU, ALTERATION, COLLISION WITH OR OF ANOTHER OBJECT, ELECTRICAL CURRENT FLUCTUATIONS (OTHER THAN THAT WHICH IS EXPLICITLY DEFINED AS POWER SURGE IN THE DEFINITIONS SECTION), FAILURE TO FOLLOW OPERATING, MAINTENANCE OR ENVIRONMENTAL INSTRUCTIONS PRESCRIBED IN THE COVERED PRODUCT'S MANUFACTURER OWNER'S MANUAL OR SERVICE PERFORMED BY ANYONE OTHER THAN A SERVICER AUTHORIZED BY THIRD PARTY ADMINISTRATOR.**
- **SERVICE, REPAIR OR REPLACEMENT NECESSITATED BY THE USE OF PARTS OR SUPPLIES (OTHER THAN THOSE SOLD BY THE COVERED PRODUCT'S ORIGINAL MANUFACTURER) WHICH DAMAGE THE COVERED PRODUCT OR CAUSE ABNORMALLY FREQUENT SERVICE CALLS OR SERVICE PROBLEMS.**
- **SERVICE, REPAIR OR REPLACEMENT OF THE COVERED PRODUCT IF ITS SERIAL NUMBER OR MANUFACTURER DATING HAS BEEN ALTERED OR REMOVED.**
- **SERVICE, REPAIR OR REPLACEMENT OF ANY COVERS, LIDS OR TRIM PARTS, OR OF ANY CONSUMABLE ITEMS.**
- **PREVENTIVE MAINTENANCE (UNLESS INCLUDED IN YOUR PLAN AND NOTED ON YOUR CONTRACT PURCHASE RECEIPT).**
- **SERVICE, REPAIR OR REPLACEMENT OF ANY OTHER ITEM, EQUIPMENT OR SOFTWARE THAT MAY BE INCLUDED WITH OR CONNECTED TO THE COVERED PRODUCT.**
- **ANY PRODUCT THAT IS PURCHASED OUTSIDE OF THE UNITED STATES OF AMERICA.**
- **SERVICE, REPAIR OR REPLACEMENT OF A COVERED PRODUCT BY SERVICE PROVIDERS LOCATED OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES OR CANADA.**
- **PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (MEANING A CONDITION THAT, WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY, RELATES TO THE MECHANICAL FITNESS OF THE COVERED PRODUCT BEFORE ISSUANCE OF THIS SERVICE CONTRACT).**
- **COSMETIC DAMAGE (MEANING DAMAGES OR CHANGES TO THE PHYSICAL APPEARANCE OF THE PRODUCT THAT DOES NOT IMPEDE OR HINDER THE PRODUCT'S NORMAL OPERATIONAL FUNCTION; SUCH AS SCRATCHES, ABRASIONS, OR CHANGES IN COLOR, TEXTURE, OR FINISH), RUST, CORROSION, WARPING, BENDING OR EXPOSURE TO WEATHER CONDITIONS.**
- **ANY KIND OF MANUFACTURER RECALL OR REWORK ORDER ON THE COVERED PRODUCT THAT THE MANUFACTURER IS RESPONSIBLE FOR PROVIDING, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS.**
- **BREAKDOWN OR DAMAGE THAT IS COVERED UNDER ANY OTHER INSURANCE, WARRANTY, GUARANTEE AND/OR SERVICE CONTRACT PROVIDING THE SAME BENEFITS AS OUTLINED IN THIS SERVICE CONTRACT.**
- **ANY ACCESSORIES, EXTERNAL PERIPHERAL DEVICES AND/OR ADD-ON OPTIONS.**
- **ANY CLAIM THAT HAS NOT BEEN PRIOR AUTHORIZED BY THE ADMINISTRATOR OR US.**
- **THEFT OR MYSTERIOUS DISAPPEARANCE, LOSS (UNFORESEEN DISAPPEARANCE) OR VANDALISM OF OR TO THE COVERED DEVICE.**

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS SERVICE CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH SOFTWARE OR DATA TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT SHALL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM YOUR PRODUCT.

IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU MAY BE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE.

OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

CANCELLATION

You may cancel this Service Contract at any time by informing Us or the Administrator of Your cancellation request. If such request is within 30 days of the purchase of this Service Contract, You will receive a 100% refund of the Service Contract purchase price paid by You, less the amount of any Claims paid by Us. If such request is made after 30 days of the purchase date of this Service Contract, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less the amount of any Claims paid by Us and less an administrative fee not to exceed 10% of the Service Contract purchase price, or \$25.00, whichever is less. In no event will any imposed administrative fee exceed twenty-five dollars (\$25.00).

We may only cancel this Service Contract for the following reasons: 1) non-payment of the Service Contract fee by You; 2) material misrepresentation by You to Us; or 3) substantial breach of duties by You under this Service Contract in relation to the covered Product or its use. If We cancel this Service Contract, We must provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as necessary), with the reason for and effective date of such cancellation. If We cancel this Service Contract, You will receive a pro-rata refund based upon one-hundred percent of any unearned Service Contract fee paid by You, minus any Claims paid by Us.

NOTICE: These CANCELLATION provisions apply to the original purchaser of this Service Contract only.

GUARANTY

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

TRANSFERABILITY

If You are the original purchaser of this Service Contract and wish to transfer coverage under this Service Contract to a different owner, You may initiate a one-time transfer of ownership by contacting Us or the Administrator. You will be required to provide Your registration number located on Your Contract Purchase Receipt and a copy of Your Product purchase receipt (if provided separately). Transferability is determined at Our discretion, as approved by Us, and may not be available with all Products. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.

RENEWABILITY

If You wish to renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. Renewability is determined at Our sole discretion and may not be available.

ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract Purchase Receipt, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL STATE REQUIREMENTS

Regulation of service contracts may vary widely from state to state. Any provision within this Service Contract which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.

CALIFORNIA

The CANCELLATION section, the first paragraph is deleted and replaced with the following:

You may cancel this Service Contract at any time by informing Us or the Administrator of Your cancellation request. If such request is within 30 days of the purchase of this Service Contract, and no claim has been made, You will receive a 100% refund of the Service Contract purchase price paid by You. If You cancel within the first 30 days, and a claim has been made, You will receive a pro-rata refund of the Service Contract purchase price paid by You. If You cancel after the first 30 days, You will receive a pro-rata refund of the Service Contract purchase price paid by You less an administrative fee not to exceed 10% of the Service Contract purchase price, or \$25.00, whichever is less. Any refund that is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us.