

Protection Plan Terms and Conditions

Please read these terms and conditions carefully so that you fully understand your coverage under this Protection Plan.

"We" shall mean Techmark Japan KK, the obligor of this Protection Plan for customers who purchased a device covered by the Protection Plan stipulated in Appendix 1 below. The definition of such product is devices purchased at the general online store (<http://www.amazon.co.jp/>, hereinafter "amazon.co.jp") operated by Amazon Japan G.K. (hereinafter "Amazon" which includes its all affiliates) following the Terms and Conditions defined below or at any qualified vendors in Japan approved by Amazon (hereinafter "Shops"). When any failure occurs for refurbished devices stipulated in Appendix 1, this Protection Plan shall provide a replacement device for the Covered Product free of charge (either with a new device selected by us or a device, hereinafter "Replacement".) To receive a Replacement through our Protection Plan, you will need to present your Accident Protection Plan/Warranty Paper Certificate (including dropping and water damage coverage) issued by us, hereinafter "Warranty".

1. Coverage shall only apply to devices stipulated in Appendix 1 that were shipped from amazon.co.jp or sold by Shops after October 24, 2012.
2. We shall provide a Replacement for a Covered Product as specified in each Protection Plan/Warranty when a stipulated warrantable accident occurs and if the purchaser submits a claim to us for a Replacement within the period stated in the following Terms and Conditions of Protection Plan A or Protection Plan B as well as in the Warranty of the Covered Product. Also, we shall provide a onetime only exchange of the battery as based on the Terms and Conditions within the Covered Period of Protection Plan A.

※This excludes commercial use and/or the product being used for commercial purposes.

- Prior to the shipping of a Replacement, the purchaser must register a valid credit card with their Amazon account.
- If the damaged device is not returned within 30 days of us shipping the Replacement, we shall charge your registered credit card for the cost of the Replacement.

3. Please verify the content and further details of this Protection Plan/Warranty in Protection A Terms and Conditions or Protection B Terms and Conditions below. The Warranty shall be delivered without delay after receipt of your application. For further inquiries regarding Warranty information, please contact Customer Service at Techmark Japan KK.

Customer Service
Techmark Japan KK
TEL: 0120-899-090 Open 24/7 year-round

4. The purchaser shall agree to the following:
 - 1) We shall receive and use your name and/or personal information which was submitted to Amazon at the time of purchase of the Covered Product on amazon.co.jp or at a Shop only for limited purposes and within the necessary range required for our business operation as described below and as stipulated in the Protection Plan/Warranty.
 - 2) In connection with the use of your name and/or personal information as described above, for the purpose of insurance contracts entered into to obtain compensation related to the guarantee obligation of this Warranty, we may provide information to a non-life insurance company who will be the insurer of said insurance contract and any subcontractor we hire or collaborate with so as to allow for the smooth operation of this Protection Plan. In such case, we shall enter into a Non-Disclosure Agreement with partners or subcontractors as to the handling of personal information. Such information shall be sent via (simple) registered mail or package delivery service for confidential information. Providing personal information is optional, but if there are items left blank, you may not be able to receive some or all this Protection Plan. We shall make our best effort to protect your privacy.

- The representative shall manage your personal information responsibly.
Manager, Customer Service Team, Operation Department.

- If you have any inquiries regarding the disclosure of your personal information or for corrections, cancellations, claims or consultation, and/or any unclear points, please contact us at:

Customer Service Team
Operation Department
Techmark Japan KK
Reception Hours: 9:00am-5:00pm Monday through Friday
E-mail Address: techmark@aig.co.jp

※If any changes are made to our contact details (e-mail address, etc.), they will be posted on our website (<http://www.techmark.co.jp>)

<Protection Plan A Terms and Conditions>

Protection Plan A guarantees a Replacement of the Covered Product free of charge up to the maximum limit of the manufacturer's suggested retail price (excluding consumption tax) for the Covered Product in the case a Covered Accident/Incident occurs to the Covered Product based on the information provided in the manufacturer's warranty and the following rules.

1. Applicable/Warrantable devices are listed in Appendix 1 and must have been purchased on amazon.co.jp or at a Shop.
2. The terms stipulated in the Protection Plan/Warranty is the Covered Term for this Warranty. Furthermore, during the term of the manufacturer's warranty, the manufacturer's warranty shall take priority.
3. During the Covered Term, if any failure occurs to the Covered Product while under regular usage and storage and in accordance with the user guide, please have this Warranty ready and refer to the following to request a Replacement within 60 days of the occurrence of the failure.
 - 1) Please contact Customer Service at Techmark Japan.
 - 2) We shall explain the procedure for receiving a Replacement.
 - 3) Please use the label to return the faulty device and return it within the said period.
 - 4) When the failure is applicable in the coverage of this Warranty, Amazon shall ship a Replacement which is the same or equivalent to the Covered Product. If there is no stock of the same or equivalent to the Covered Product, a similar product shall be provided.
 - 5) In some cases, the faulty device will be replaced with a refurbished device. The delivery charge is covered under the Warranty.
4. In the following cases, even within Covered Term, the Warranty shall not apply.
 - 1) When the Warranty is not presented.
 - 2) When the request for a Replacement was made 60 days after the date the failure occurred.
 - 3) When the information or wording in the Warranty was rewritten.
 - 4) Whether direct or indirect, if failure or damage was caused by the reasons provided in the following:
 - (1) Failure or damage to the Covered Product caused by wear and tear, abrasion, rust, mold, heat/humidity, decay, deterioration, discoloration or other similar reasons or through failure or damage caused by animals such as rats or insects.
 - (2) Failure of software, peripheral equipment, accessories and such not covered by this Protection Plan as well as battery exchange. However, with respect to battery deterioration, a onetime only exchange within the Covered Terms (when the device and its cover each contain a battery, a onetime only exchange for each battery) shall not apply to this rule, meaning these battery exchanges shall be covered.
 - (3) Failure or damage caused by wrongful usage or inappropriate repair or modification.
 - (4) Failure or damage caused by moving, transportation, relocation, dropping at the time of purchase or after the purchase of the Covered Product or mistreatment when putting the device together.
 - (5) Failure or damage caused by fire, earthquake, flood, lightning, salt damage, gas damage and so forth as well as natural disaster, environmental pollution, abnormal voltage and/or any other external cause. (Please refer to the Terms and Conditions of Protection Plan B for failure and damage caused by an external cause.
 - (6) Failure or damage caused by ground deformation and/or land sinking.

- (7) Failure or damage caused by property not covered by this Protection Plan/Warranty.
- (8) Failure or damage caused by warfare, use of foreign military force, revolution, government takeover, civil war, armed rebellion, and any other similar incidents and/or riots (when a region or whole nation's peaceful life is disrupted by crowds or groups of people causing serious difficulties in maintaining public peace).
- (9) Failure or damage attributable to the radioactivity, volatility or any other harmful characteristics caused by nuclear fuel material (including spent fuel, hereinafter the same) or substances contaminated by nuclear materials (including nuclear fission products) or incidents attributable to these characteristics.
- (10) With respect to a Covered Product with a built-in function which displays, recognizes and/or handles the year of the Western calendar electronically, failure or malfunction of the date and time recognition due to functional design.
- (11) Failure and damage when the Covered Product was used for professional purposes.
- (12) Failure and damage when the Covered Product was used for purposes outside ordinary homes. (For instance, installation in vehicles or marine vessels).
- (13) No failure and damage was found in the Covered Product after inspection. (Non-malfunction nonsense calls, when failure cannot be replicated.)
- (14) Replacement or repair due to manufacturer recall.
- (15) Replacement after the expiration of the Covered Term.

- 5. Failure and damage attributable to wrongful usage by the user by not following the user guide of the Covered Product and exchange of batteries, consumables.
- 6. Damages listed below shall not be covered by the Protection Plan/Warranty.

- 1) Damage, destruction and/or stains to personal property as well as personal injury attributable to the failure of the Covered Product.
- 2) Financial loss and damage attributable to the failure of the Covered Product.

- 7. In the following cases, set procedures shall be required. Please contact Customer Service at Techmark Japan in such cases.
 - 1) When a change in details such as the name of the purchaser and so forth provided in the Protection Plan/Warranty occurs.
 - 2) When possession of the Covered Product is transferred to a third party/person before the Covered Term expires.
- 8. If any difference of opinion regarding failure and/or damage occurs between the purchaser and us, there is a possibility that we may ask for the opinion of a neutral third party.
- 9. This Protection Plan/Warranty is only valid in Japan.
- 10. This Protection Plan/Warranty can be cancelled only if a Replacement as stipulated in this Warranty has not been issued within 60 days of the start of this Protection Plan. In such case, we shall refund the full amount of the warranty fee. Furthermore, if cancellation is requested 61 days after the start of the Warranty, the warranty fee refund will be calculated based on Appendix 2's refund ratio.
- 11. The application for this Protection Plan/Warranty can be withdrawn or cancelled within 8 days of application.
- 12. If you wish for us to reissue this Warranty, please contact Customer Service at Techmark Japan.

Customer Service
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<Protection Plan B Terms and Conditions>

Protection Plan B guarantees a onetime only Replacement free of charge during the Covered Term if any failure occurs which is covered in the Protection Plan B Terms and Conditions for accidental incidents during the Covered Term when handling of Covered Product is used regularly and in accordance with the user guide/instruction manual. The Covered Term shall be the period provided in the Protection Plan/Warranty.

(Prior to the end date of the Warranty, if any Replacement of the Covered Product is made based on this Warranty or compensation equivalent to the manufacturer's suggested retail price (excluding consumption tax) of the Covered Product was made either based on this Warranty or outside of this Warranty, this Warranty shall expire even before the end date of the Protection Plan.)

To request a Replacement, please follow the directions in <Protection Plan A Terms and Conditions> Term 3. 1) - 5).

- 1. Accidental incidents shall be limited to the following:
 - 1) Accidental dropping of the Covered Product
 - 2) Accidental liquid damage to the Covered Product
 - 3) Accidental overcurrent to the Covered Product
- 2. Warrantable failures shall be limited to the following:
 - 1) Cracks on the display screen, submergence of the body of the Covered Product or incursion of sand to the Covered Product, damage to the body case (that makes regular use impossible) and a functional defect of the power supply caused by accidental drop.
 - 2) Submergence of the Covered Product or sand incursion to the Covered Product, damage to the body case (that makes regular use impossible), a functional defect of the power supply caused by accidental liquid damage on the Covered Product.
 - 3) A functional defect to the power supply through accidental overcurrent to the Covered Product.
- 3. If the cause of the failure or damage occurs to the Covered Product due to any of the following, the Warranty shall not apply.
 - 1) Deterioration over time through regular use, theft (including theft caused by misplacing the Covered Product), a computer virus and/or customer negligence such as misplacement or loss.
 - 2) Recognized mistake, abuse or deliberate or intentional use or handling of the Covered Product.
 - 3) Any outward damage and/or damage that does not impact the function of the Covered Product, which occurred during transport from the point of shipping of the Covered Product to point of receipt of the Covered Product by the customer.
 - 4) Any damage warranted for in Protection Plan A Terms and Conditions.
 - 5) Fire, earthquake, flood, lightning, and any other natural disasters, or salt damage, gas damage, environmental pollution, abnormal voltage.
 - 6) Other than from 1) to 5) above, Protection Plan B also applies to Terms 1. to 12. in Protection Plan A (excluding portion of Furthermore in Clause 2. and (5) of Clause 4.)
- 4. When requesting a Replacement under Protection Plan B/Warranty, you shall be asked for a detailed explanation regarding the accidental incident. If your explanation is insufficient, the Warranty may not apply.

Appendix 1.

Covered Products: Kindle Fire, Kindle Fire HD, Kindle Fire HD 8.9, Kindle Fire HDX, Kindle Fire HDX 8.9, Fire HD 6, Fire HD 7, Fire HDX 8.9, Kindle, Kindle Paperwhite, Kindle Voyage, Fire, Fire HD 8, Fire HD 8 Plus, Fire HD 10, Fire HD 10 Plus, Kindle Oasis (including the leather cover with built-in battery), Fire 7, Kindle Oasis

※ Products purchased from places other than amazon.co.jp or qualified vendors in Japan approved by Amazon shall not be covered by this Protection Plan/Warranty.

Appendix 2.

Refundable warranty fee at the time of cancellation after 61 days from the start of the Protection Plan/Warranty.

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| No Replacement or battery exchange | Refundable Warranty Fee = Warranty Fee Paid × $\frac{\text{Remaining Number of Days within the Covered Term}}{\text{Warranty Period Days}}$ |
| Replacement issued and/or battery exchanged | No refund shall be provided. |

Cancellation of the Protection Plan/Warranty

• If you wish to cancel this Protection Plan/Warranty, please contact Customer Service at Techmark Japan KK (TEL: 0120-899-090, Open / 24-7 year-round) for the cancellation procedure.

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<Warranty Provider> Techmark Japan KK