

## EXTENDED SERVICE AGREEMENT

This Agreement is not a Contract of Insurance or a warranty subject to the Federal Magnusson-Moss Act.

**PLEASE READ THIS AGREEMENT CAREFULLY**, as it describes the protection **You** will receive in return for **Your** payment of the purchase price of this Agreement and it contains a Dispute Resolution/Arbitration Agreement and Class Action Waiver. **You** must keep this Agreement, **Your** sales invoice or receipt for the product **You** purchased. They are integral parts of this Agreement and **You** may be required to produce them to obtain service. **You** must maintain the **Covered Product** as recommended by the manufacturer's owner's manual or product warranty. Refer to **Your** sales invoice or receipt to determine the term of this Agreement, whether **You** purchased a Replacement or Repair Plan, and if there is a deductible required to obtain service.

**NOTICES: (1) THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE YOUR COVERED PRODUCT OR TO OBTAIN FINANCING; (2) THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY OR SELLING RETAILER'S LIMITED PRODUCT WARRANTY, IF ANY, ON YOUR COVERED PRODUCT.**

### 1. DEFINITIONS:

**"We", "Us" and "Our"**: the company obligated under this Agreement, **4warranty Corporation**, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800-867-2216), in all states except in Florida and Oklahoma where it is **Lyndon Southern Insurance Company**, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698 and Oklahoma License No. 44200929, and in Wisconsin where it is **The Service Doc Inc.**, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800) 867-2216;

**"You" and "Your"**: the purchaser of the Covered Product(s) and any authorized transferee/assignee of the purchaser;

**"Administrator"**: [Extend, Inc., 2701 Sunset Ridge Dr #602, Rockwall, TX 75032, (877) 248-7707];

**"Selling Retailer"**: the entity selling the Covered Product and this Agreement;

**"Covered Product"**: the consumer item(s) which **You** purchased concurrently with and is covered by this Agreement; and

**"ADH"**: 'Accidental Damage In Handling' of **Your** Covered Product as defined in section (9) of this Agreement.

### 2. WHEN YOUR PLAN BEGINS AND ENDS

- A. One-Time Pay Plans:** If **You** paid for **Your** plan in one payment, coverage under **Your** plan will end one, two, three, four or five years from the date on which it started depending on the length of the plan **You** purchased unless it is renewed or cancelled, or **Our** obligations under the plan become fulfilled in their entirety, in accordance with the Limit of Liability.
- B. Monthly Paid Term Plans:** If **You** select a plan for a set period (e.g., 24 months) and pay for it monthly, coverage under **Your** plan will continue for the set plan period, unless it is renewed, cancelled or **Our** obligations under the plan become fulfilled in their entirety in accordance with the Limit of Liability. Until the plan described in this paragraph is cancelled or **Our** obligations under this plan become fulfilled, **You** authorize administrator/seller to charge **Your** credit or debit card for the amount specified on **Your** payment receipt, plus tax, for each month of the plan period specified on **Your** payment receipt plus tax. **Your** account must be current to receive service.
- C. Continuous Monthly Plans:** If **You** select a plan that automatically renews on a month-to-month basis, coverage under **Your** plan will continue and **You** authorize administrator/seller to charge **Your** credit or debit card for the amount specified on **Your** payment receipt each month until **Your** plan is cancelled, **We** have fulfilled **Our** obligations under this plan in accordance with the Limit of Liability, or **We** discontinue the monthly renewals. **Your** account must be current to receive service.

### 3. PRODUCT ELIGIBILITY

The following products are eligible for coverage:

- **Major Appliances**, such as refrigerators, built in microwaves, dishwashers, clothes dryer and washer, hot water heaters, ranges, stoves, ovens, cooktops, freezers, HVAC systems, and more.
- **Electronics**, such as televisions, cell phones, tablets, laptops, notebooks, computers, audio equipment, surveillance systems, global positioning satellites (GPS), video game consoles, film and digital cameras, digital picture frames, drones, DVD, VCR, and BLU-RAY players, home theater systems, printers, projectors, telephones, video cameras and more.
- **Jewelry**, such as rings, necklaces, earrings, bracelets, watches, and more.
- **Lawn & Garden and Power Tools**, such as lawnmowers, tractors, power generators, drills, saws, nail guns, pressure washer, edger's or weed eaters, chainsaws, leaf blowers, hedge trimmers, metal detectors and more.
- **Fitness Equipment**, such as climbers, steppers, exercise bikes, ellipticals, lifecycles, rowing machines, treadmills, and more.
- **Sporting Goods**, such as golf clubs, bicycles, skis, snowboards, basketball goals, goggles, helmets, volleyball nets and connecting poles, pool tables, ping-pong tables, hockey sticks, hockey and soccer goals, baseball bats, pitching nets, batting nets, tennis rackets and strings, scooters, motor bikes, fishing poles, hunting rifles, lacrosse sticks, lacrosse goals, and more.

- **Auto Parts**, such as batteries (auto, marine, and powersport), and auto parts included in the following categories: Air, Fuel, Emission, Exhaust, cooling and heating, electronics and navigation, tools and equipment and more.
- **Office Equipment**, such as printers, all in one printers, scanners, copy machines, fax machines, fax/scanner/copier combos, shredders, desk phones, typewriters, word processors, and more.

#### 4. REPLACEMENT PLAN:

**Term:** If **You** purchased a replacement plan without ADH Coverage, the term of this Agreement is effective immediately upon the expiration of the shortest portion of the manufacturer's warranty and continues for the period indicated on the face of this Agreement, **Your** sales invoice or receipt, or until a claim is paid, whichever occurs first. If **You** purchased a replacement plan that includes ADH Coverage, the term of the Agreement begins on the date of purchase indicated on the face of this Agreement, **Your** sales invoice or receipt, or until a claim is paid, whichever occurs first. **THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.**

**Coverage:** We will replace **Your Covered Product** due to a mechanical or electrical breakdown, including those experienced during normal wear and tear or due to Accidental Damage in Handling ("ADH"), if elected, and as defined below. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. The **Covered Product** must fail during normal usage. At **Our** sole option **We** will replace **Your Covered Product** with a new or refurbished unit of like or similar quality. The replacement Product may at **Our** option be a future version or current edition of **Your** original Product. Coverage does not apply to accessories that are used in conjunction with or to enhance the performance of the **Covered Product**. In all cases where replacement is not possible **You** will be paid the retail value of **Your Covered Product** not to exceed the purchase price, excluding sales tax, delivery and handling. Coverage for **Your** replacement product will require the purchase of a new Agreement.

**Limit of Liability:** The limit of liability under the replacement plan is the value of the **Covered Product** at the time of purchase, excluding sales tax, delivery and handling. This Agreement shall expire upon replacement of **Your Covered Product** or issuance of a compensation check in lieu of replacement.

**What to do when Your Covered Product fails to Operate:** Do not return the **Covered Product** to the retailer where **You** purchased **Your Covered Product**. Contact the Administrator and **You** will be advised on how to obtain replacement.

- Go online to [<https:customers.extend.com/claims>] or Call the toll-free number at [(877) 248-7707] between the hours of [9:00 AM and 5:00 PM central standard time].
  - **We** will issue **You** a service order number (SO#). **You** must ship **Your** defective item to the address provided to **You**. **You** must write the SO# on the outside of the package. Products found to be non-defective will be returned to **You** unrepaid.
  - **You** are not responsible for the cost of postage and/or shipping. **Your** product must be properly protected with bubble wrap or other protective materials.
- Once approved, **You** will receive an email with a link to purchase the replacement unit to be mailed to **You**. **You** may be responsible for a portion or all costs of postage, insurance, packaging and shipping.

**What to do when Your Automotive / Marine / Powersport Batteries Covered Product fails to Operate:**

- Go online to [<https:customers.extend.com/claims>] or Call the toll-free number at [(877) 248-7707] between the hours of [9:00 AM and 5:00 PM central standard time].
- **We** will issue **You** a service order number (SO#) & mailing instructions.
- **You** must go to a local Automotive, Marine or Powersport retailer to verify **Your** product is defective.
- **You** must write the SO# on the outside of **Your** return envelope, include **Your** sales receipt and a copy of the failure notice from the battery testing tool to the address provided to **You**.
- **We** will verify failure documentation. Once approved, **You** will receive an email with a link to purchase the replacement unit to be mailed to **You**. **You** may be responsible for a portion or all costs of postage, insurance, packaging and shipping.

#### 5. REPAIR PLAN:

**Term:** If **You** purchased a repair plan without ADH Coverage, the term of this Agreement is effective upon the expiration of the shortest portion of the manufacturer's warranty and continues for the period indicated on the face of this Agreement, **Your** sales invoice or receipt, or until the Limit of Liability has been met, whichever occurs first. If **You** purchased a repair plan that includes ADH Coverage, the term of the agreement begins on the date of purchase indicated on the face of this Agreement, **Your** sales invoice or receipt, or until the Limit of Liability has been met, whichever occurs first. In the event **Your Covered Product** is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed. **THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.**

**Coverage:** We will repair or replace the **Covered Product**, at **Our** discretion, due to a mechanical or electrical breakdown, including those experienced during normal wear and tear, or from Accidental Damage in Handling, if elected, and as defined below. A mechanical or electrical

breakdown caused by a direct result of a power surge is also covered. Parts will be replaced with those of like kind and quality. **We** may use new or remanufactured parts. If the **Covered Product** cannot be repaired; if the cost of the repair exceeds the original purchase price; if parts are no longer available or are discontinued by the manufacturer, the **Covered Product** will be replaced as determined by **Us** with a product of similar quality and features.

- A. **For Appliances:** **We** will repair or replace the **Covered Product**, at **Our** discretion, when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear, as well as a mechanical or electrical breakdown caused by a direct result of a power surge. This Agreement does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the **Covered Product**. This Agreement does not cover the cost of opening or closing walls, floors, or ceilings.
- B. **Electronics and Computers:** **We** will repair or replace the **Covered Product**, at **Our** discretion, when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear, as well as a mechanical or electrical breakdown caused by a direct result of a power surge. Costs related to removal and reinstallation of products are covered under this **Agreement**, when required, due to a covered mechanical or electrical breakdown. **You are responsible to backup all computer software and data prior to commencement of repair of the Covered Product.**
- C. **For Cell Phones:** **We** will repair or replace the **Covered Product**, at **Our** sole discretion, when required due to a mechanical or electrical breakdown, including those experienced during normal use and defects in workmanship and material. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered.
- D. **For Jewelry:** **We** will furnish the parts and labor necessary to repair or replace the **Covered Product** only in the event of mechanical breakdown or defects in manufacturer's workmanship and/or materials, including normal wear and tear. **We** will cover broken, bent or worn prongs, clasps and hinges; knotted or broken links in necklaces and bracelets; broken or lost pins and earring posts; restringing of stretched pearl necklaces; and, reshanking. Coverage also includes the following services for the **Covered Product**: ring sizing as result of weight change; refinishing and polishing; rhodium plating white gold; earring repair; chain soldering; resetting diamonds and gemstones; repair of chipped or cracked stones (including center stones); and replacement for loss of diamond or gemstone center stones or side/enhancement stones, due to a defect in the setting.]
- E. **For Watches:** **We** will repair or replace the **Covered Product**, at **Our** discretion, when required by the **Covered Product's** wear during its normal usage and under the conditions for which it was designed. Coverage also includes [battery replacement and] replacement for loss of stones from bezel up to a maximum of .10 carat. This **Agreement** covers mechanical failure of watches and accidental breakage of stem or band, case and crystal.
- F. **For Lawn & Garden Equipment and Power Tools:** The **Covered Product** will be restored to normal operating condition after it has failed during normal single family residential use, including failures due to normal wear and tear. The Agreement covers the cost of all labor and parts necessary to repair the **Covered Product** for problems due to functional part failures.
- G. **For Fitness Equipment & Other Sporting Goods:** **We** will repair or replace the **Covered Product** for mechanical and electrical failures, including power surge, which occur during normal use and operation in accordance with the manufacturer's written specifications. This Agreement does not cover any product used in a commercial setting. This Agreement covers the repair and replacement of functional factory installed belts including treadmill walking belts and rollers required for the performance of the **Covered Product**.
- H. **Office Equipment:** **We** will repair or replace the **Covered Product** Printer, All in One Printers, Scanner, Copy Machine, Fax Machine, Fax/Scanner/Copier Combo, Shredder, Desk Phone, Typewriter, Word Processor, Shedder.

**Limit of Liability:** **Our** limit of liability for **Your Covered Product** under the Repair Plan is the cost of authorized repairs, or replacement as determined by **Us**, with a product of like quality and similar features, provided however, in no event will **Our** total liability for repairs or replacement exceed **Your** purchase price for the **Covered Product**, excluding sales tax, delivery and installation costs. Upon replacement, there is no longer any obligation for the replaced product under this Agreement. **SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.**

- 6. **No Lemon Policy:** During the term of this Agreement, and subject to **Our** Limit of Liability, after three (3) service repairs have been completed on the same component of an individual **Covered Product** and that **Covered Product** component requires a fourth repair, as determined by **Us**, **We** will replace it with a product of comparable performance. Upon replacement, there is no longer any obligation for the replaced product under this Agreement.
- 7. **How to Get Service:** **You** must contact the Administrator for the appropriate authorized service center. Go online to [<https://customers.extend.com/claims>] or call the toll-free number at [(877) 248-7707] between the hours of [9:00 AM and 5:00 PM central standard time].

All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. Many oversights, which are not covered under this Agreement, can be due to simple circumstances such as the **Covered Product** not being switched on, being unplugged, or a fuse blown at the junction box. For a **Covered Product** that uses batteries as the prime power supply, check that the batteries do not need replacing or recharging. *If **You** refuse service on a covered item after **We** have dispatched the repair servicer to **Your** Location **You** will be billed for that servicer's applicable trip charge.*

8. **Service Deliverables:** There may be a deductible required to obtain service for **Your Covered Product**. You will receive service on **Your Covered Product** as described below:
- **Carry-In:** Unless otherwise provided in this Agreement, **Covered Products** must be delivered and picked up by **You** at **Our** authorized service center during normal business hours.
  - **Depot:** **We** will provide **You** with a prepaid shipping label for **You** to ship your failed product to **Our** repair facility. **You** may be responsible for a portion or all costs of postage, insurance, packaging and shipping. **Your** product must be properly protected with bubble wrap or other protective materials. **We** are not responsible for and have no liability for product damaged in shipping. **Your** repaired product will be mailed back to **You** at no charge.
  - **On-Site:** Service will be performed in **Your** home as indicated on **Your** sales receipt or invoice. The authorized service center may opt to remove the **Covered Product** to perform service in-shop. **Your** product will be returned upon completion.
9. **ACCIDENTAL DAMAGE IN HANDLING (“ADH”):** If **You** purchased a plan that includes **ADH Coverage**, **Your** product is protected against accidental damage in handling such as drops and liquid spills based on the term length selected. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between **You** and **Our** service providers and any other limitations listed in the “What is Not Covered” section of this Agreement. Any resultant damage from this type of treatment is NOT covered by this ADH program. For the purpose of this Agreement, Accidental Damage is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information will result in claim denial. ADH coverage is limited to one (1) repair or replacement during the term of this Agreement.
10. **WHAT IS NOT COVERED:** (A) Products not originally covered by a manufacturer’s warranty; (B) Products with less than an original thirty (30) days manufacturer’s parts and labor limited warranty; (C) Product repairs that should be covered by the manufacturer’s warranty or are a result of a recall, regardless of the manufacturer’s ability to pay for such repairs; (D) Cleaning; Periodic checkups; preventive maintenance; (E) Any and all pre-existing conditions that occur prior to the effective date of this Agreement and/or any product sold used or “AS-IS”, including but not limited to floor models, demonstrations models, etc.; (F) Part or repairs due to normal wear and tear unless tied to a breakdown, and items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, light bulbs, etc.; (G) Damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product; failure to follow the manufacturer’s instructions for operation and care of the Covered Product; external causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; (H) Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (I) Incidental, consequential or secondary damages or delay in rendering service under this Agreement; loss of use during the period that the Covered Product is at an authorized service center or awaiting parts; (J) Any product used in a commercial setting or rental basis; (K) Failures that occur outside of the 50 states of the United States of America and the District of Columbia; (L) Non-functional or aesthetic parts including but not limited to frames, cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (M) Unauthorized repairs and/or parts; (N) Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein; (O) Accessories used in conjunction with a Covered Product including remote controls; (P) Any other loss other than a covered breakdown; (Q) Service where no problem can be found; noises; squeaks; breakdowns which are not reported during the term of this Agreement; (R) any breakdown or condition that results from abnormal usage of the Covered Product; (S) coin mechanisms.
- Specific to Electronics & Appliances:** In addition to any applicable exclusions listed above, this Agreement only covers the operating condition of the Covered Product and does not cover (1) non-operating or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses; (2) any installed accessory item, e.g., gas or electronic connectors; (3) any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Covered Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power or water supply; water and power connectors and connections; reception or normal signal; (4) burned-in image in CRT, PLASMA, LCD or any other type of display.
- Specific to Computers and Peripheral Equipment:** In addition to any applicable exclusions listed above, this Agreement does not cover damage caused by or due to (1) overheating caused by accumulation of dust, vermin or fan blockage; dropping; food and beverage spills; misuse and abuse; (2) any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges; (3) broken or cracked LCD/display screens in notebooks or other portable monitors; burned-in image in CRT, LCD or any other type of display; application programs; operating software; other software; loss of data or restoration of programs; (4) corruption of any program; data or setup information

resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; and (5) toner and ink cartridges; cables.

**Specific to Jewelry:** In addition to the exclusions listed above, We will not replace damaged, lost or stolen gem stones or beads unless otherwise noted under covered items.

**Specific to Lawn & Garden Equipment and Power Tools:** In addition to the exclusions listed above, this Agreement does not cover (1) Normal wear and tear; tune-ups; damage caused by neglect; improper operation; installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer; operation with fuels, oils or lubricants which are not suitable for use with the Covered Product; alteration or removal of parts; water entering engine cylinder(s) through exhaust system or carburetor(s); spark plugs; brake pads or lining; hoses; hose clamps; belts; batteries; shock absorbers; tires; cutting blades; gauge wheels; wheel balancing; alignments; cleaning of fuel and coolant systems; removal of carbon, varnish, sludge, or contaminants; necessary fuel and ignition system calibrations and adjustments; (2) this Agreement does not cover repair caused by normal product vibration; routine maintenance; fuses; filters; consumables; bulbs; exterior power cords; cosmetic adjustment or replacement; shell separating or cracking; paint changes; corrosion; rust; (3) this Agreement does not cover any repair for grinding of valves to increase compression; oil consumption; stuck rings; shipping or freight; burned valves; tuliped valves; adhesives; shop supplies; road service calls; environmental charges; miscellaneous charges; internal or external corrosion, electrolysis, salt or any other environmental condition; inadequate or improper storage/lay up; loss or damage to optional equipment.

**Specific to Fitness Equipment & Other Sporting Goods:** In addition to the exclusions listed above, this Agreement does not cover (1) failure of non-operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls; (2) Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and (3) products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

**Specific to Auto Parts:** In addition to the exclusions listed above, this Agreement does not cover: (1) Covered Product damaged by abnormal use, misuse, neglect, accident, alteration, modification, or "tampering with"; (2) failure caused by failure of a non-covered product and Diagnostic charges. If the responsibility for the replacement is covered by an insurance policy, manufacturer, recalls, or any other warranty or service contract; (3) any damage that occurs outside the continental United States of America, Alaska, Hawaii or Canada; (4) any cost other than the cost of the qualifying Covered Product; (5) incidental or consequential damages even if caused by the failure of the Covered Product; (6) more than a one replacement of the same Covered Part.

**Specific to Automotive / Marine / Powersport Batteries:** In addition to the exclusions listed above (1) must be sold in new condition; (2) improper installation or attachments; (3) batteries that are merely discharged; (4) batteries used in vehicles for commercial use or in trucks over 1 ton; (5) labor charges, installation charges, taxes or legislatively imposed fees to remove or replace automotive, motorcycle, marine, or RV parts and accessories or any fees related to the disposal of environmentally unsafe materials; (6) "No problem found" diagnosis.

**IN NO EVENT SHALL THE COMPANY OR ANY OF THE COMPANY'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT WILL NOT COVER LOSS OR DAMAGE NOT SPECIFICALLY LISTED UNDER "COVERAGE".**

#### 11. CONDITIONS:

- **Renewal:** Renewal of your plan will be at **Our** discretion. See Section (2) for details for renewal by plan.
- **Transferability:** This Agreement is transferable by the original purchaser for the balance of the original extended protection period. The **Covered Product** may be registered by going online to [<https://customers.extend.com/claims>], and providing the date of new ownership, new owner's name, complete address, and telephone number. The manufacturer's warranty may not be transferrable. This Agreement does not replace the manufacturer's warranty and provides no coverage therein, except as noted above.
- **Territories:** The Agreement territory is limited to the geographic area of the United States of America, including the District of Columbia, only. It does not include any U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands, and does not include Canada.
- **Subrogation:** If **We** pay or render service for a loss, **We** may require **You** to assign **Us Your** rights of recovery against others. **We** will not pay or render service for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived. **You** will be made whole before **We** retain any amount **We** may recover.
- **Deductible:** There may be a service fee required to obtain service for in-home repairs.

#### 12. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.**

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), You, We, and the Administrator (the "Parties") are agreeing to submit any and all Claims to

binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this Agreement, including but not limited to claims related to the underlying transaction giving rise to this Agreement, claims related to the sale or fulfillment of this Agreement, and claims against any third-party (including the Selling Retailer and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this Agreement or the underlying transaction or the sale or fulfillment of this Agreement (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. "Claims" does not include a claim for public injunctive relief brought under any California statute enacted for a public reason, provided that You are a California resident or purchased Your Service Contract in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this Agreement.

The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law.

**CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879. If You initiate arbitration with AAA, You must pay the AAA filing

fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of your claims are frivolous, you shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER).** To opt out, You must send written notice to either: (1) 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, "Arbitration Opt Out." You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Selling Retailer. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

13. **Cancellation:** This Agreement provides a sixty (60) day free look period from the purchase date of the Agreement. **You** may cancel this Agreement by informing the Selling Retailer of **Your** cancellation request within sixty (60) days from the date of purchase of the Agreement and **You** will receive a 100% refund of the full purchase price of the Agreement. If **Your** cancellation request is made more than sixty (60) days from the date of purchase, **You** will receive a pro-rata refund of the Agreement purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed the cost of the contract or [\$50.00] whichever is less; or the state law for cancellation that apply to residents requesting cancellation. **We** may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by **You**, or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) days prior to cancellation at **Your** last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium. [If the Term indicated on the Declarations Page, sales receipt, or invoice is "Monthly", coverage continues as long as the monthly Agreement fees are paid by **You** in full by the billing due date. This Agreement will renew automatically on a monthly basis and will continue to renew until canceled by **You** or **Us**, or if full payment is not received by the billing due date. **We** may non-renew this Agreement for any reason at any time. For Monthly Term coverage, **We** have the right to modify rates and/or Agreement provisions. Notice of any changes to rate and/or Agreement provisions will be given to **You**, in writing, at least thirty (30) days prior to implementation. **You** may terminate coverage by giving written notice at any time prior to the effective date of the change.
14. **Entire Agreement:** This is the entire Agreement between the parties, and no representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this Agreement.
15. **INSURANCE:** OUR OBLIGATIONS TO PERFORM UNDER THIS AGREEMENT ARE INSURED BY ["LYNDON SOUTHERN INSURANCE COMPANY", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738], EXCEPT IN CALIFORNIA, FLORIDA, GEORGIA, NEW YORK, OKLAHOMA, RHODE ISLAND AND WISCONSIN. IN GEORGIA THE OBLIGOR IS INSURED BY ["INSURANCE COMPANY OF THE SOUTH", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738]. IN CALIFORNIA THE OBLIGOR IS INSURED BY ["RESPONSE INDEMNITY COMPANY OF CALIFORNIA", [10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738]. IN NEW YORK AND WISCONSIN THE OBLIGOR IS INSURED BY ["BLUE RIDGE INDEMNITY COMPANY", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738]. IN RHODE ISLAND THE OBLIGOR IS INSURED BY ["ATLANTIC SPECIALTY INSURANCE COMPANY", 605 NORTH HIGHWAY 169, SUITE 800, PLYMOUTH, MN 55441].

IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS AFTER YOU PROVIDE PROOF OF LOSS COVERED BY THIS AGREEMENT, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS AGREEMENT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.



**FINANCIAL GUARANTEE:**

**IN WASHINGTON, OUR OBLIGATIONS UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER, 4WARRANTY CORPORATION. IF ANY PROMISE MADE IN THE AGREEMENT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT FORTEGRA FINANCIAL CORPORATION AT (800) 888-2738.**

16. **PRIVACY POLICY:** It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at [www.fortegra.com](http://www.fortegra.com).

17. **STATE REQUIREMENTS AND DISCLOSURES:**

**Alabama:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

**Arizona:** In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (E) is removed. CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the Agreement Holder may be charged by the provider. Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548. **Exclusions listed in the Agreement apply once the Covered Product is owned by You.**

**Arkansas:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

**California:** CANCELLATION section is amended as follows: This Agreement provides a sixty (60) day free look period from the receipt of the Agreement. **You** may cancel this Agreement by informing the Selling Retailer of **Your** cancellation request within sixty (60) days from the receipt of the Agreement and **You** will receive a 100% refund of the full purchase price of the Agreement. If **Your** cancellation request is made more than sixty (60) days from the receipt of your Agreement, **You** will receive a pro-rata refund of the Agreement purchase price, less the cost of repairs made (if any), and less an administrative fee, not to exceed ten percent (10%) of the Agreement purchase price or twenty-five dollars (\$25), whichever is less. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Agreement. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, **You** may contact BEAR at 1-800-952-5210, or **You** may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or **You** may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). Informal dispute resolution is not available.

**Connecticut:** If **You** purchased this Agreement in Connecticut, **You** may pursue arbitration to settle disputes between **You** and the provider of this Agreement. **You** may mail **Your** complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement. In the event **Your** Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until the covered repair has been completed. CANCELLATION section is amended as follows: **You** may cancel this Agreement if **You** return the Product or the Product is sold, lost, stolen, or destroyed.

**Florida:** This Agreement is between the Provider, Lyndon Southern Insurance Company (License No. 03698) and **You**, the purchaser. If **You** cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on **Your** behalf. If this Agreement is cancelled by the Provider or Administrator, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on **Your** behalf. **The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation.** Arbitration section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

**Georgia:** Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. CANCELLATION section is amended as follows: If **You** cancel after thirty (30) days of receipt of **Your** Agreement, **You** will receive a pro rata refund of the Agreement price. In the event of cancellation by **Us**, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. **We** may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by **You**. ARBITRATION section of this Agreement is removed. In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (E) is removed and replaced with: Any and all pre-existing conditions known by **You** that occur prior to the effective date of this Agreement and/or any sold "AS-IS" including but not limited to floor models, demonstration models, etc.

**Hawaii:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

**Iowa:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Agreement.

**Maine:** CANCELLATION section is amended as follows: The provider of the Agreement shall mail a written notice to the Agreement Holder at the last known address of the Agreement Holder contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If an Agreement is cancelled by



the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the Agreement Holder one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the Agreement Holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the Agreement to the provider.

**Maryland:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement**.

**Massachusetts:** CANCELLATION section is amended as follows: The provider shall mail a written notice to the Agreement Holder, including the effective date of the cancellation and the reason for the cancellation at the last known address of the Agreement Holder contained in the records of the provider at least five (5) days prior to cancellation by the provider unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by the Agreement Holder relating to the **Covered Product** or its use. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

**Michigan:** If performance under this Agreement is interrupted because of a strike or work stoppage at **Our** place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

**Minnesota:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

**Mississippi:** **IMPORTANT NOTICE ABOUT YOUR COVERAGE:**

- 1.) This Agreement includes a binding Arbitration agreement.
- 2.) The Arbitration agreement requires that any dispute related to Your coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on You and Us.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When You become a Agreement holder under this Agreement You must resolve any dispute related to the Agreement by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should You need additional information regarding the binding arbitration provision in the Agreement, You may contact Our toll free assistance line at **(800) 867-2216**.

CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement.

**Missouri:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

**Nevada:** CANCELLATION section is amended as follows: A twenty-five dollar (\$25) cancellation fee is applicable. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. **We** may not cancel this Agreement without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Agreement. ARBITRATION section of this Agreement is removed.

The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund issued pursuant to this Agreement.

If You are not satisfied with the manner in which we are handling a claim under this Agreement, You may contact the Nevada Division of Insurance toll free at 888-872-3234.

This Agreement will not cover any unauthorized or non-manufacturer recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer recommended manner, We will not automatically suspend all coverage. Rather, this Agreement will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Agreement.

**New Hampshire:** In the event **You** do not receive satisfaction under this Agreement, **You** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261. ARBITRATION section of this Agreement is removed.

**New Jersey:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

**New Mexico:** CANCELLATION section is amended as follows: **We** may not cancel this Agreement without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this Agreement has been in force for a period of seventy (70) days, **We** may not cancel it before the expiration of the Agreement term or one (1) year, whichever occurs first, unless: 1) **You** fail to pay any amount due; 2) **You** are convicted of a crime which results in an increase in the service required under the Agreement; 3) **You** engage in fraud or material misrepresentation in obtaining this Agreement; or 4) **You** commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Agreement.

**New York:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Agreement.

**North Carolina:** CANCELLATION section is amended as follows: **We** may not cancel this Agreement except for nonpayment by **You** or for violation of any of the terms and conditions of this Agreement.

**Oklahoma:** This Agreement is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION section is amended as follows: In the event **You** cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. In the event **We** cancel this Agreement, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. ARBITRATION – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

**Oregon:** Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least thirty (30) days prior to the date of termination. CANCELLATION section is amended as follows: **You**, the Agreement Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which **Your** Agreement is returned to the provider. ARBITRATION section of this **Agreement** is removed.

**South Carolina:** If **You** purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

**Texas:** If **You** purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. Administrator: [Extend, Inc., 2701 Sunset Ridge Dr #602, Rockwall, TX 75032, 877-248-7707 Lic # 292.] CANCELLATION section is amended as follows: **You**, the Agreement Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which **Your** Agreement is returned to the provider.

**Utah:** This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by **You** to the Administrator as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. CANCELLATION section is amended as follows: **We** can cancel this Agreement during the first sixty (60) days of the initial annual term by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel this Agreement during such time period for non-payment of premium by mailing **You** a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, **We** may cancel this Agreement by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the **We** should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to **You** at **Your** last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

Any matter in dispute between **You** and the company may be subject to arbitration as an alternative to court action pursuant to the rules of (the American Arbitration Association or other recognized arbitrator), a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both **You** and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

**EMERGENCY SERVICE:** If after 5pm Eastern Time, **You** are unable to reach **Administrator** and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Us Your** original repair bill along with the technician's report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this Agreement will apply.

**Virginia:** If any promise made in this Agreement has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**Washington:** All references to Obligor throughout this Agreement are replaced with Service Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service agreement. **We** may not cancel this Agreement without providing **You** with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. **You** are not required to wait sixty (60) days before filing a claim directly with the Service Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this Agreement. Arbitration proceedings shall be held at a location in closest proximity to the service Agreement holder's permanent residence. **You** may file a direct claim with the Service Provider at any time.

**EMERGENCY SERVICE:** If after 5pm Eastern Time, **You** are unable to reach **Administrator** and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Us Your** original repair bill along with the technician's report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this Agreement will apply.

**Wisconsin:** ARBITRATION section of this Agreement is removed. CANCELLATION section is amended as follows: This Agreement may be cancelled by Us only for nonpayment of the provider fee, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the covered product or its use. If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If We cancel this Agreement, We or the Seller will refund You one hundred percent (100%) of the Agreement purchase price, less any claims paid on Your Agreement. We may charge a reasonable administrative fee for cancellation, which may not exceed ten percent (10%) of the provider fee. If You cancel within sixty (60) days of receipt of Your Agreement, You must first return to the Selling Retailer or to the Obligor should the Selling Retailer not be available. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER.**

If Administrator fails to provide, or reimburse or pay for, a service that is covered under this Agreement within sixty-one (61) days after You provide proof of loss, or if the Administrator becomes insolvent or otherwise financially impaired, You may file a claim directly with the Insurer for reimbursement, payment, or provision of the service.

**Wyoming:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement. ARBITRATION section of this Agreement is removed.

## **New York / Rhode Island / Wisconsin Amendment**

The New York, Rhode Island and Wisconsin Special State Disclosures in the Contract/Agreement to which this Amendment is attached is revised as follows:

### **New York:**

The obligations under the Contract/Agreement are insured by **Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738**, under a Reimbursement Insurance Policy.

### **Rhode Island:**

The obligations under the Contract/Agreement are insured by **Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738**, under a Reimbursement Insurance Policy.

### **Wisconsin:**

The obligations under the Contract/Agreement are insured by **Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738**, under a Reimbursement Insurance Policy.

**IF THE OBLIGOR FAILS TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS CONTRACT/AGREEMENT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.**