

EXTENDED SERVICE AGREEMENT
This Agreement is not a Contract of Insurance

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**. **You** must keep this **Agreement**, **Your** sales invoice, and receipt for the product **You** purchased; they are integral parts of this **Agreement** and **You** may be required to produce them in order to obtain service. **You** must maintain the **Covered Product** as recommended by the manufacturer's owner manual and warranty. Refer to **Your** sales receipt, or invoice to determine the term of this **Agreement**, the type of plan **You** purchased, and if there is a deductible required to obtain service under this **Agreement**.

NOTICE: (1) THIS **AGREEMENT** DOES NOT REPLACE THE MANUFACTURER'S WARRANTY FOR THE **COVERED PRODUCT**; (2) THE PURCHASE OF THIS **AGREEMENT** IS NOT REQUIRED TO EITHER PURCHASE **YOUR** PRODUCT OR TO OBTAIN FINANCING FOR IT.

I. DEFINITIONS

- (1) **"Obligor", "We", "Us" and "Our"**: The company obligated under this Agreement is Generali Warranty Services, LLC, 601 Brickell Key Drive, Suite 605, Miami, FL 33131 (833) 985-1503 in all states.
- (2) **"You" and "Your"**: The original purchaser of the **Covered Product**.
- (3) **"Administrator"**: New Leaf Service Contracts, Inc. 909 Lake Carolyn Parkway STE 900 Irving, Texas 75039.
- (4) **"Selling Retailer"**: The entity selling the **Covered Product** and this **Agreement**.
- (5) **"Covered Product"**: The consumer product that **You** purchased concurrently with and is covered by this **Agreement**.

II. ELIGIBILITY

- (1) The following products are eligible for coverage:
 - **Lawn & Garden Equipment and Power Tools**, such as lawnmowers, power generators, drills, saws, grinders, sanders, nail guns, pressure washers, edgers or weed eaters, chainsaws, leaf blowers, hedge trimmers, air compressors, electric welders, wet/dry vacuums, tillers, wood splitters, wood chippers, snow blowers and metal detectors.
 - **Outdoor Cooking**, such as gas grills, pellet grills, electric grills, outdoor fryers, charcoal smokers, outdoor pizza ovens, air fryers, outdoor portable ovens, single-burner portable grills.
 - **Small Indoor Appliances**, such as slow cookers, hot water dispensers, humidifiers, portable heaters, electric fireplaces, smart thermostats and indoor electric portable fans, sink garbage disposals, and all other small kitchen electrics.
 - **Major Appliances**, such as refrigerators, microwaves, dishwashers, clothes dryer and washer, hot water heaters, humidifiers, ranges, stoves, ovens, cooktops, freezers, air conditioners and combination units.
- (2) Products must have at least a ninety (90) day(s) valid manufacturer warranty in effect when plan is purchased. If purchased used, the product must be less than eight (8) years old at time of service plan purchase.
- (3) Plans must be purchased within nine (9) months of the product purchase date, unless the plan purchased includes accidental damage coverage; then the plan must be purchased within fourteen (14) days of the product purchase date.

IIIA. REPLACEMENT PLAN

- (1) **TERM**: If **You** purchased an Extension Replacement Plan (applicable to Covered Products originally purchased by **YOU** for \$299.99 or less), the term of this **Agreement** begins upon the expiration or termination of the shortest portion of manufacturer's warranty for the **Covered Product** and continues for the period indicated on **Your** sales invoice or receipt. Accidental damage plan & or Power Surge coverage, if listed as a Day 1 benefit in the **COVERAGE** section for the Covered Product begins on the first day following the date of product purchase and continues from the expiration or termination of the shortest portion of manufacturer's warranty for the **Covered Product** and continues for the period indicated on **Your** sales invoice or receipt. A renewal service agreement is not available for any type of Replacement Plan. This **Agreement** shall be fulfilled upon replacement of the **Covered Product** if **We** provide you a gift card, e-gift card, check, or replacement product of equal or like value at **Our** discretion for the original purchase price of that product, excluding taxes, as indicated on your sales receipt or order confirmation email.
- (2) **COVERAGE**: We will replace the **Covered Product**, when required hereunder, due to a mechanical or electrical failure during the coverage period, including those experienced because of its normal wear and tear as well as a mechanical or electrical failure caused by a direct result of a power surge (in the absence of insurance coverage). Failure of the **Covered Product** must be reported within 30 days of the original failure date. The **Covered Product** will be replaced with a gift card, e-gift card, check, or replacement product of equal or like value at **Our** discretion for the original purchase price plus shipping of that product, excluding taxes, as indicated on your sales receipt or order confirmation email. Any replacement product provided to **You** as a result of a claim being made under the terms of this **Agreement** will require the purchase of a new Replacement Plan to receive coverage for the replacement product.

The following enhanced coverages begin on the date of purchase and continue from the expiration or termination of the shortest portion of manufacturer's warranty for the **Covered Product** and continue for the period indicated on **Your** sales invoice or receipt:

The following enhanced coverages begin on the date of purchase and continue from the expiration or termination of the shortest portion of manufacturer's warranty for the **Covered Product** and continue for the period indicated on **Your** sales invoice or receipt:

- For All Products
Power Surge Protection
- For pneumatic, electric corded, or battery powered handheld power tools
(ADH) Accidental Damage from Handling

- (3) **LIMIT OF LIABILITY:** The limit of liability under the Replacement Plan is and shall not exceed the purchase price of the **Covered Product** at the time of purchase, excluding sales tax, delivery and handling costs.
- (4) **HOW TO REQUEST SERVICE:** Contact the **Administrator** and **You** will be advised on how to obtain a replacement product.
- Call the toll-free number at 1-888-443-6804 or go online to www.TryNewLeaf.com/ACE
 - **You** may be required to provide the original sales receipt in order for a claim to be processed. **Covered Products** found to be non-defective will be returned to **You** at **Your** expense. Shipping costs will be paid by the **Administrator**. Please make sure the **Covered Product** is properly protected with bubble wrap or other protective materials. A replacement product will not be provided if the **Covered Product** is damaged during shipping or handling.
- (5) **POWER SURGE PROTECTION:** This **Agreement** provides power surge protection from the product date of purchase of the **Covered Product** in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein. **You** may be required to submit proof of claim denial from **Your** insurer, if applicable.
- (6) **ACCIDENTAL DAMAGE IN HANDLING (“ADH”):** The **Covered Products**, pneumatic, electric corded, or battery powered handheld power tools are protected against accidental damage in handling such as drops and liquid spills. Immersion of **Your Covered Product** is not covered under this **Agreement**. ADH only covers operational or mechanical failure caused by a single incident while handling and does not include protection against theft, mysterious disappearance, misplacement, or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the **Covered Product**, cosmetic damage and/or other damage that does not affect the unit’s 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**.

For the purpose of this **Agreement**, Accidental Damage from Handling is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events. To file an “ADH” claim, **You** will be required to provide an explanation of where and when the accident occurred as well as a detailed description of the actual event that caused damage to the **Covered Product**. In order for the accident to be covered, the user at the time of damage must be **You** or the administrator-authorized transferee of this **Agreement**. If needed, the replacement value of the **Covered Product** will be solely determined by the **Administrator** of this **Agreement**.

IIIB. SERVICE PLAN

- (1) **TERM:** If **You** purchased an Extension Service Plan (applicable to **Covered Products** originally purchased by **YOU** for \$300.00 or more), the term of this **Agreement** begins upon the expiration of the shortest portion of the manufacturer’s warranty for the **Covered Product** and continues for the period indicated on **Your** sales receipt or invoice. Accidental damage coverage & or Power Surge coverage, if listed as a Day 1 benefit in the **COVERAGE** section for the **Covered Product**, begins on the first day following the date of product purchase and continues from the expiration or termination of the shortest portion of manufacturer’s warranty for the **Covered Product** and continues for the period indicated on **Your** sales invoice or receipt.
- (2) **COVERAGE:** Parts for the **Covered Product** will be replaced with those of like kind and quality at **Our** sole discretion. **We** may use new or remanufactured parts in repairing the **Covered Product**. Failure must be reported within 30 days of the initial failure to be eligible for coverage. If the **Covered Product** cannot be repaired or if the cost of its repair exceeds the **Covered Product**’s original purchase price, the **Covered Product** will be replaced, when required with a gift card, e-gift card, check, or replacement product of equal or like value at **Our** discretion for the original purchase price of that product, excluding taxes, as indicated on **Your** sales receipt or order confirmation email
- A. **For Lawn & Garden Equipment:** 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. This **Agreement** covers the cost of parts and labor necessary to repair the **Covered Product**, granted the product is operated and maintained according to the manufacturer’s specifications as identified in the owner’s manual for the **Covered Product**. During the term of this **Agreement**, if the **Covered Product** is not repaired within seven (7) days from the initial service visit or pick-up by a service provider, **You** are entitled to a one-time inconvenience reimbursement of \$50.00.
 - B. **For Power Tools:** The **Covered Product** will be restored to normal operating condition or replaced at **Our** discretion after it has failed during normal, single-family residential use, including failures due to normal wear and tear. This **Agreement** covers the cost of parts and labor necessary to repair or replace the **Covered Product**, at **Our** discretion. During the term of this **Agreement**, if the **Covered Product** is not repaired or replaced within seven (7) days from the initial service visit or service drop-off or pick-up by a service provider, **You** are entitled to a one-time inconvenience reimbursement of \$25.00 if **Your** product’s original purchase price exceeds \$100.00. Power tools with an original purchase price less than \$100.00 are not eligible for the inconvenience reimbursement benefit.
 - C. **For Outdoor Cooking Equipment:** The **Covered Product** will be restored to normal operation condition after it has failed during normal, single-family residential use, including failures due to normal wear and tear, granted the product is installed, operated and maintained according to the manufacturer’s specifications as identified in the owner’s manual for the **Covered Product**.
 - D. **For Appliances and Electronics:** **We** will repair or replace the **Covered Product**, at **Our** discretion, when required due to a covered mechanical or electrical failure, including those experienced during normal wear and tear, as well as a mechanical or electrical failure caused directly by a power surge (in the absence of insurance coverage). Costs related to the removal and reinstallation of the **Covered Product** are covered under this **Agreement**, at **Our** discretion, as governed by section (3) **Limit of Liability**

Maintenance Reimbursement: **You** will receive a 50% reimbursement (up to \$1,000) on preventative maintenance parts purchased for your covered product from the Ace Hardware whether it be in-store at any location or online, if applicable. The preventative maintenance parts eligible for this reimbursement are: batteries, belts, filters, blades, filters, oil, spark plugs, and tires. There is a \$1,000 limit on the preventative maintenance rebate for the term of this **Agreement**. **You** must contact the **Administrator** to file for the Maintenance Reimbursement benefit. **You** will be required to provide **Us** with a copy of the sales receipt or invoice from the **Selling Retailer** to obtain reimbursement. The **Selling Retailer** will not apply the aforementioned reimbursement amount to the purchase of these products in-store or online. This benefit is only available for reimbursement through the **Administrator**.

The following enhanced coverages begin on the date of purchase and continue from the expiration or termination of the shortest portion of manufacturer’s warranty for the **Covered Product** and continue for the period indicated on **Your** sales invoice or receipt:

- For All Products
Power Surge Protection
- For pneumatic, electric corded, or battery powered handheld power tools
(ADH) Accidental Damage from Handling

- (3) **LIMIT OF LIABILITY:** Our limit of liability for the Covered Product under the Service Plan is the cost of authorized repairs to and/or replacement of the Covered Product as determined by Us, with a product of like kind or similar quality and features, and in no event will Our total liability for repairs and/or replacement exceed the original purchase price, the cost of a replacement product of like kind or similar features or the actual cash value of the Covered Product. Upon replacement, this Agreement has been fulfilled.
 DELIVERY FEES, BREAKDOWN CHARGES, INSPECTION FEES, INSTALLATION FEES, OR ESTIMATE CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY
NO LEMON POLICY: This Agreement provides that following the expiration of the term of the Covered Product's manufacturer's warranty, and subject to Our limit of liability, after three (3) service repairs have been completed for the Covered Product for the same problem within a 12 month period, as determined by Us, in lieu of performing a fourth (4th) repair on the Covered Product, We may replace it with a product of like kind or similar features, or issue a check or store credit to You in an amount not to exceed the remaining limit of liability as determined in accordance with the section titled "Limit of Liability." If We replace the Covered Product or issue a cash settlement of any kind, including a store credit, all of Our obligations for the Covered Product under this Agreement terminate and will be considered fulfilled.
- (4) **HOW TO REQUEST SERVICE:** Contact the Administrator using one of the methods below PRIOR to having any service completed on the Covered Product. Any repairs, service calls, diagnoses, trip charges, etc. that are not authorized by the Administrator are not covered under this Agreement and will not be reimbursed.
- Call the toll-free number at 1-888-443-6804 or go online to www.TryNewLeaf.com/ACE.
 - You may be required to provide the original sales receipt for a claim to be started or processed for payment.
 - To avoid a non-covered claim, perform a hard reset as illustrated in the owner's manual provided by the manufacturer of Your Covered Product prior to requesting service from the Administrator.
 - If You are instructed to send the Covered Product to a designed repair depot, Administrator will be responsible for shipping costs to the repair depot and back to You.
 - If You refuse service on or miss a service appointment for Your Covered Product after We have dispatched an authorized, third-party service provider to Your location, You will be billed for any applicable trip charges imposed by the service provider. If You refuse service on a Covered Product, We, at Our discretion, are no longer responsible for any costs associated with the repair or replacement of Your Covered Product and may choose to refund You the prorated cost of this Agreement. If the cost of this Agreement is refunded at full cost or at prorated cost, this Agreement will be considered fulfilled and no further action to repair or replace Your Covered Product will be considered.
- (5) **SERVICE DELIVERABLES:**
- Carry-In:** Unless otherwise stated in this Agreement, the Covered Product must be shipped or delivered and retrieved by You at our designated service provider during normal business hours. We are not responsible for delay in service or use of the Covered Product while the Covered Product is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this Agreement.
- In-Home/On-Site:** Service will be performed in Your home or on site provided You have fulfilled the responsibilities required under the section labeled, "YOUR RESPONSIBILITIES – IN HOME SERVICE". In-home service will be provided by Our authorized, third-party service provider during regular business hours, local time, excluding holidays. Our authorized, third-party service provider may opt to remove the Covered Product to perform service in-shop. The Covered Product will be returned upon completion.
- A. YOUR RESPONSIBILITIES – IN-HOME SERVICE:**
- i. Provide Our authorized service provider with accessibility to the Covered Product.
 - ii. Provide a non-threatening, non-hazardous and safe environment for Our authorized service provider.
 - iii. An adult over the age of eighteen (18) must be present for the period of time that Our authorized service provider is scheduled to provide service and while Our authorized provider is on Your property servicing the Covered Product.
- Depot Service:** If depot service is required We will provide third-party shipping to and from a depot service center of Our choice.
- Pick Up & Delivery Service:** Pick-up and delivery service for Products (such as Mowers, Snow Blowers and large items) needing in-shop service is available with an original purchase price (excluding taxes, accessories, original delivery fees, and processing fees) of \$300 and above.
- Customer Service Reimbursement:** To qualify for Customer Service Reimbursement, You will be required to submit proof of payment for services rendered on Your Covered Product as outlined in the section labeled, "YOUR RESPONSIBILITIES-SERVICE REIMBURSEMENT". Failure to produce proof of payment for service may cause Your claim to be denied. To file a service reimbursement claim: You must call Us at 1-888-443-6804 before contacting a service provider in Your area. You must contact a manufacturer authorized service provider in Your area or obtain permission from Us before contacting a non-authorized service provider. We are not responsible for delay in service or use of the Covered Product while the Covered Product is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this Agreement.
- B. YOUR RESPONSIBILITIES – SERVICE REIMBURSEMENT**
- i. Locate an authorized service provider in Your area and notify Us prior to scheduling a diagnosis visit.
 - ii. Contact the Administrator once the product has been diagnosed to provide the detailed repair estimate including all trip charges, diagnosis fees, labor costs and part costs with part numbers for the parts required to complete the repair. You will be provided with an approval code if a repair is required due to a covered failure.
 - iii. Once the repair has been completed, You must pay the service provider and email (claims@newleafsc.net) or fax (972-993-1512) Us a copy of the completed and paid repair invoice. The invoice must include: the make, model and serial number of the Covered Product, the reason for repair, the cause of loss, an itemized list of parts and labor charges with part numbers, proof of payment and Your name, address and phone number. We will reimburse You with a check within two (2) weeks of receipt of the paid invoice with the required information.
- (6) **POWER SURGE PROTECTION:** This Agreement provides power surge protection from the product date of purchase in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will service the Covered Product in accordance with the terms herein. You may be required to provide proof of claim denial, if other insurance coverage is applicable.
- (7) **ACCIDENTAL DAMAGE IN HANDLING ("ADH"):** The Covered Products pneumatic, electric corded, or battery powered handheld power tools are protected against accidental damage in handling such as drops and liquid spills. Immersion of Your Covered Product is not covered under this Agreement. ADH only covers operational or mechanical failure of handheld power tools caused by a single incident while handling and does not include protection against theft, mysterious disappearance, misplacement, or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the Covered Product, cosmetic damage

and/or other damage that does not affect the unit's functionality, damage caused during shipping between **You** and **Our** service provider, and any other limitations listed in the "What Is Not Covered" section of this **Agreement**.

For the purpose of this **Agreement**, Accidental Damage in Handling is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events. To file an "ADH" claim, **You** will be required to provide an explanation of where and when the accident occurred as well as a detailed description of the actual event that caused damage to the **Covered Product**. In order for the accident to be covered, the user at the time of damage must be **You** or the administrator-authorized transferee of this **Agreement**. If needed, the replacement value of the **Covered Product** will be solely determined by the **Administrator** of this **Agreement**.

IV. WHAT IS NOT COVERED

(A) Products without a manufacturer's warranty; (B) Products with less than an original ninety (90) 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 unless otherwise stated; (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) Parts or repairs due to normal wear and tear unless otherwise specified or 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 United States of America and the District of Columbia; (L) Non-functional, cosmetic 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** or within 30 days of the original failure date; (R) any breakdown or condition that results from abnormal usage of the **Covered Product**; (S) coin mechanisms; (T) Failures that intensify as a result of negligence;

▪ **Specific to Lawn & Garden Equipment and Power Tools:** In addition to the exclusions listed above, this **Agreement** does not cover (1) 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 unless otherwise stated and coolant systems; removal of carbon, varnish, sludge, or contaminants unless otherwise stated; necessary fuel and ignition system calibrations and adjustments unless otherwise stated; (2) this **Agreement** does not cover repair caused by normal product vibration; routine maintenance unless otherwise stated; 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; 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.

IN NO EVENT SHALL THE SELLING RETAILER, ADMINISTRATOR/OBLIGOR OR ANY OF THE ADMINISTRATOR/OBLIGOR'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

V. CONDITIONS

- A. **Renewal:** The Replacement Plans are not renewable. Service Plans may be renewed at **Our** discretion. To renew **Your** coverage, please call 1-888-443-6804 on or before the expiration date of this **Agreement**. Renewal prices will reflect the age of the **Covered Product**, **Our** current service costs, and **Our** product repair experience. Renewal prices and periods will be available from the **Administrator** upon request at time of renewal. *Note*, not all products are eligible for renewal.
- C. **Transferability:** This **Agreement** is non-transferable.
- D. **Territories:** The **Agreement** territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- E. **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.
- F. **Deductible:** There is no deductible required to obtain service for repair or replacement of the **Covered Product**.
- G. **Arbitration:** PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO THIS AGREEMENT AND YOUR DEALINGS WITH US MUST BE RESOLVED SOLELY THROUGH BINDING ARBITRATION.

Notwithstanding the foregoing, **You** have the right to opt out of this agreement to arbitrate by providing written notice of your intention to do so to **Us** via certified mail within thirty (30) days of the purchase of this **Agreement**.

Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, **You**, **We**, and the **Administrator** (the "Parties") are irrevocably waiving our rights to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration for resolution. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this **Agreement** by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this **Agreement**, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim 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 this Agreement between or among the Parties.

YOU AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING YOU FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the "Code"). The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. **You** have a right to attend the arbitration hearing in person. **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. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. Each Party is responsible for their own filing fees, costs and expenses associated with an arbitration, including attorneys fees.

NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT OR AGREEMENT TO CLASS-ACTION OR REPRESENTATIVE ARBITRATION. THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO AGREEMENT OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS-ACTION OR COLLECTIVE BASIS, BY YOU AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL OR A MEMBER OF A CLASS. THE PARTIES COLLECTIVELY AND YOU, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.

- H. **Cancellation:** This Agreement provides a thirty (30) day free look period from the purchase date of the Agreement as long as no claims have been incurred. **You** may cancel this Agreement by informing the Selling Retailer of **Your** cancellation request within thirty (30) 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 thirty (30) 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.
- I. **Entire Agreement:** This is the entire service 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.

INSURANCE

THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY GENERALI U.S. BRANCH, NEW YORK, NY; NAIC # 11231, 7 WORLD TRADE CENTER, 250 GREENWICH STREET, 33RD FLOOR, NEW YORK, NY, 10007. GENERALI US BRANCH OPERATES UNDER THE FOLLOWING NAMES: GENERALI ASSICURAZIONI GENERALI S.P.A. (U.S. BRANCH) IN CALIFORNIA, ASSICURAZIONI GENERALI - U.S. BRANCH IN COLORADO, GENERALI U.S. BRANCH DBA THE GENERAL INSURANCE COMPANY OF TRIESTE & VENICE IN OREGON, AND THE GENERAL INSURANCE COMPANY OF TRIESTE AND VENICE - U.S. BRANCH IN VIRGINIA. GENERALI US BRANCH IS ADMITTED OR LICENSED TO DO BUSINESS IN ALL STATES AND THE DISTRICT OF COLUMBIA. IF THE ADMINISTRATOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

FINANCIAL GUARANTEE

IN WASHINGTON, OBLIGATIONS OF THE SERVICE CONTRACT PROVIDER UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER. IF ANY PROMISE MADE IN THE AGREEMENT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT APPLIED WARRANTY SERVICES (833) 985-1503.

STATE REQUIREMENTS AND DISCLOSURES

THIS AGREEMENT IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES.

Alabama: A twenty-five dollar (\$25) cancellation fee is applicable. 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.

Arizona: In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (E) is removed. Exclusion (G) is amended to read as follows: Damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product while owned by **You**; any person's failure to follow the manufacturer's instructions for operation and care of the Covered Product while it is owned by you; 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. CANCELLATION section is amended as follows: If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the Agreement purchase price, less an administrative fee to not exceed ten percent (10%) of the cost of the contract or [\$50.00], whichever is less. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. 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 service Agreement.

California: For residents of California, the Administrator of this Agreement is [New Leaf Service Contracts, Inc. 909 Lake Carolyn Parkway STE 900 Irving, Texas 75039 (877) 634-0964] 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 service Agreement. For home appliances and home electronic products, if the Agreement is cancelled: (a) within thirty (30) days of receipt of this Agreement, **You** shall receive a full refund of the purchase price of this Agreement provided no service has been performed, or (b) after thirty (30) days, **You** will receive a pro rata refund, less the cost of any service received. For all products other than home appliances and home electronic products, if the Agreement is cancelled:

(a) within sixty (60) days of receipt of this **Agreement**, **You** shall receive a full refund of the purchase price of this **Agreement** provided no service has been performed, or (b) after sixty (60) days, **You** will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the CA Bureau of Household Goods and Services (BHGS). To learn more about this process, **You** may contact BHGS 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.https://bhgs.dca.ca.gov/. Informal dispute resolution is not available. Informal dispute resolution is not available.

Colorado: 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**.

Connecticut: If **You** purchased this **Agreement** in Connecticut, **You** may pursue mediation to settle disputes between **You** and the provider of this **Agreement**. In the event that the parties cannot reach agreement, **You** may file a formal written 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, including a description of any attempts made to resolve the dispute and the results of such attempts 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 covered repair has been completed. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** if **You** return the **Covered Product** or the **Covered Product** is sold, lost, stolen, or destroyed.

Florida: This **Agreement** is between the Provider, Applied Warranty Services (License No. 41316) 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 of this **Agreement** is removed.

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. 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. 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.

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 service **Agreement**.

Iowa: If this **Agreement** is cancelled within 20 days of the date the service contract **Agreement** was mailed or within 10 days of delivery if this **Agreement** is delivered at the time of sale and no claims have been made, this **Agreement** holder is entitled a refund of 100% of the premium. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after return of the **Agreement** to the **Administrator**. The administrative fee for cancellation after 20 days shall be no greater than 10% of the total purchase price. The issuer of this **Agreement** is subject to regulation by the insurance division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. Obligations of the service company under this service contract are guaranteed under a reimbursement insurance policy. If the service company fails to pay or provide service on a claim within sixty days after proof of loss has been filed with the service company, the service contract holder is entitled to make a claim directly against the reimbursement insurance policy.

Maine: CANCELLATION section is amended as follows: The provider of the **Agreement** shall mail a written notice to the service **Agreement** holder at the last known address of the service **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 service **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 service **Agreement** holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the 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 service **Agreement**.

Massachusetts: CANCELLATION section is amended as follows: The provider shall mail a written notice to the service **Agreement** holder, including the effective date of the cancellation and the reason for the cancellation at the last known address of the service **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 service **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 thirty (30) days of receipt of returned service **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 thirty (30) days of receipt of returned service **Agreement**.

Mississippi: ARBITRATION section of this **Agreement** is removed.

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 service **Agreement**.

Montana: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy by Generali U.S. Branch, 7 World Trade Center, 250 Greenwich Street, 33rd Floor, New York, NY 10007.

Nevada: ELIGIBILITY section is amended as follows: (3) If any **Covered Product** is essential to **Your** health and safety such that a malfunction would render **Your** residence unfit for a person to live in and because of defects that immediately endanger the health and safety of the occupants of the dwelling, and **We** determine that repairs cannot practicably be completed within 3 calendar days after the report of the claim, then **We** will provide a status report to **You** and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov not later than 3 calendar days after the report of the claim. 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, and no cancellation fee will be applied. **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 service **Agreement**. ARBITRATION section of this **Agreement** is removed. In emergency situations that defects immediately endanger the health and safety of **You**, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if **We** determine that repairs cannot practicably be completed within three (3) calendar

days after the report of the claim, **We** will provide a status report to **You** no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period; 3) the current estimated time to complete the repairs or services; and 4) contact information for **You** to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made. If **You** are not satisfied with the manner in which **We** have handled a claim, **You** may contact the Commissioner toll-free at (888) 872-3234. An UNAUTHORIZED MODIFICATION section is hereby added to the Agreement as follows: Notwithstanding anything in this Agreement to the contrary, if the **Covered Product** is modified or repaired in an unauthorized or non-manufacturer-recommended manner, **We** 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 service Agreement.

New Mexico: CANCELLATION section is amended as follows: If **You** are the original purchaser of this Agreement, **You** may return this Agreement and receive a refund if: (i) **You** have not made a claim under the Agreement; and (ii) **You** return this Agreement within twenty days after the date **We** mail **You** a copy of the Agreement or within ten days after **You** receive a copy of the Agreement if **We** furnish **You** with the copy at the time the Agreement is purchased.

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 (or each portion thereof) 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 service 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. Our Oklahoma Service Warranty License No. is 509621103.

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 30 days prior to the date of termination. CANCELLATION section is amended as follows: **You**, the service Agreement holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **Your Agreement** is returned to the provider. ARBITRATION section of this Agreement is removed.

South Carolina: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy by Generali U.S. Branch, 7 World Trade Center, 250 Greenwich Street, 33rd Floor, New York, NY 10007. 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 service 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. **Obligor:** Applied Warranty Services, LLC, 10805 Old Mill Road, Omaha, NE 68154 833 985-1503. Lic.#779. CANCELLATION section is amended as follows: **You**, the service Agreement holder, may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **Your Agreement** is returned to the provider. 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.

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.

ARBITRATION section is amended to include the following: Any matter in dispute between **You** and **Us** 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 **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. 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 you are unable to reach **Administrator** at 1-888-443-6804 and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Administrator 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 the contract has been denied or has not been honored within 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 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 you are unable to reach **Administrator** at 1-888-443-6804 and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Administrator 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: We may only cancel this **Agreement** for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder 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. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Agreement**. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** If You cancel within thirty (30) days of receipt of this **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 service **Agreement**. 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. If Your cancellation request is made more than thirty (30) 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 [\$50.00] or ten percent (10%) of the purchase price whichever is less. In the event of a total loss of the **Covered Product** that is not covered by a replacement of the **Covered Product** pursuant to the terms of this **Agreement**, You shall be entitled to cancel this **Agreement** and receive a pro rata refund of any unearned provider fee, less any claims paid.

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 service **Agreement**. ARBITRATION section of this **Agreement** is removed.