Administrator: New Leaf Service Contracts, Inc.
909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039
www.TryNewLeaf.com

EXTENDED SERVICE AGREEMENT
This Agreement is not a Contract of Insurance

Please read this **Agreement** carefully, it describes the protection **You** will receive in return for **Your** payment 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 the **Declarations Page** of this **Agreement**, **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**, AIG WarrantyGuard, Inc., 500 W. Madison Street, Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819 in all states except the following: In Florida and Oklahoma the company obligated under this **Agreement** is AIG Warranty Services of Florida, Inc., 1767 WSR 434, West Longwood, FL 32750, Ph: (800) 250-3819
(2) **"You", "Your":** The original purchaser of the **Covered Product** or the owner of the product whom the **Agreement** was validly transferred pursuant to the requirements of this **Agreement**.
(3) **"Administrator":** New Leaf Service Contracts, Inc, [909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 (833)313-3083.
(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**.
(6) **"Accidental Damage from Handling (ADH)":** a single, unexpected, sudden, unintentional and accidental event that does not include theft, mysterious disappearance, misplacement, reckless use, virus, or accumulated damage from continual or multiple events.
(7) **"Commercial Setting":** Any location other than a residential single-family dwelling, including but not limited to, business, educational, industrial, or rental properties (e.g., Airbnb, VRBO, etc.).

II. HOW TO REQUEST SERVICE

You must follow all the procedures stated below to be eligible for service under this **Agreement**. **Your** failure to comply may disqualify **Your** claim.
(1) **You** must report the failure within thirty (30) days by calling **Us** tollfree at (833)313-3083 or by going online to https://www.newleafsc.net/mardeys/ to start a new claim.
(2) **You** may be required to provide the sales receipt before the claim can be processed.
(3) **You** may be required to provide pictures of the **Covered Product** before service is dispatched.
(4) If **Your** plan has a deductible, **You** will be required to provide a credit card when filing a claim. Credit card transaction fees may apply. Deductibles must be paid before service is dispatched.
(5) Proof of delivery date may be required if different from the product purchase date.

III. YOUR RESPONSIBILTIES FOR SERVICE

(1) 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. To avoid a non-covered claim, perform a hard reset as illustrated by the manufacturer in the owner's manual of **Your Covered Product**. If **You** request service, and no eligible failure is found, **You** will be billed for that service provider's applicable trip charge.
(2) All repairs must be authorized by the **Administrator** prior to service being completed. Claims for unauthorized repairs will be denied.
(3) For in-home service **You** are responsible to:
  (a) Provide **Our** authorized service provider with accessibility to the **Covered Product**; products enclosed by custom built ins, mounted units and stacked units must be uninstalled prior to the service providers arrival.
  (b) Provide a non-threatening and safe environment. For the safety of **Our** service providers, pets must be secured.
  (c) An adult over the age of 18 must be present during the time **Our** authorized service provider is scheduled to provide service.
(4) If **You** refuse service after the **Administrator** has dispatched the service provider to **Your** location, or **You** are not present when the service provider arrives, **You** will be billed for that service provider's applicable trip charge.
(5) If **You** report a failure and then refuse service, **We** are no longer responsible for any costs associated with the repair or replacement of **Your Covered Product** and may choose to refund **You** the pro-rated cost of this **Agreement**. If the cost of this **Agreement** is refunded at full or at a pro-rated cost, this **Agreement** will be considered fulfilled and no further action to repair or replace **Your Covered Product** will be considered.
(6) **Covered Products** shipped to a repair facility found to be non-defective will be returned to **You** at **Your** expense. **You** are responsible for all costs of postage, insurance, packaging and shipping. 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.
(7) **You** are responsible to back up all computer software and data prior to the commencement of repair of the **Covered Product**.

IV. ELIGIBILE PRODUCTS

The following products are eligible for coverage:
• **Major Appliances**, such as refrigerators, microwaves, dishwashers, clothes dryer and washer, hot water heaters, humidifiers, ranges, stoves, ovens, cooktops, freezers, mini-split Acs and combination units.

V. COVERAGE ELIGIBILTY

(1) **Covered Products** must have at least a five (5) day valid manufacturer or **Selling Retailer** provided warranty in effect when this **Agreement** is purchased.
(2) Failure must occur during the **Coverage Period**.
(3) Failure of the **Covered Product** and all related claims must be reported within thirty (30) days of the original failure date but before the plan's expiration, whichever comes first. Failures reported after the plan expiration are not eligible.
(4) During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer.
(5) A Commercial Plan is required for residential and commercial grade products used in a **Commercial Setting**.
(6) **You** must be a resident inside of the 50 states of the United States of America or the District of Columbia.
(7) For products other than handheld devices, the failure of the product must occur inside the 50 states of the United States of America or the District of Columbia.

VI. LIMIT OF LIABILITY

Our limit of liability for the **Covered Product** under this **Agreement** is the cost of authorized repairs and/or settlement or replacement of the **Covered Product** as determined by **Us**, with a product of like kind or similar quality and features. **IN NO EVENT WILL OUR LIMIT OF LIABILITY FOR A SINGLE REPAIR, REPLACEMENT, AND/OR SPECIAL FEATURE AND BENEFIT PAYOUTS EXCEED THE ORIGINAL PURCHASE PRICE OF THE COVERED PRODUCT.** Your original Purchase Price does not include delivery, shipping, sales tax, handling costs, , inspection fees, or removal and installation fees are not covered under this **Agreement** and are **Your** sole responsibility. Once the limit of liability has been met, or the **Covered Product** has been replaced, **Our** obligation under this **Agreement** has been fulfilled.

VII. SERVICE FULFILLMENT

Based on plan type purchased, product or failure, at **Our** discretion, **We** will either:
(1) Repair **Your Covered Product**. We may use new or remanufactured parts in repairing the **Covered Product**. For all plan types except Major Component, if replacement parts are not available for the **Covered Product**, or have been discontinued by the manufacturer, **We** will replace the **Covered Product**, as determined by **Us**, as outlined below.
    (a) For Major Component Plans: If replacement parts are not available for the **Covered Product**, or have been discontinued by the manufacturer, **We** will provide a monetary settlement equal to the part cost value, as determined by **Us**.
(2) Replace **Your Covered Product** with a new or refurbished product of like kind, quality and similar features. Replacement products may retail for a lesser amount than **Your Covered Product**.
(3) Provide a monetary settlement, store credit or gift card based on the **Covered Product's** replacement value, not to exceed the limit of liability.

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.

VIII. METHOD OF SERVICE

Based on the plan type purchased, **You** will receive service on the **Covered Product** as described below:
(1) **Carry-In:** Unless otherwise provided in this **Agreement**, the **Covered Product** must be shipped or delivered and retrieved by **You** at **Our** designated authorized service center during normal business hours.
(2) **Depot:** If depot service is included with **Your Agreement**, **We** will provide shipping to and from a depot service center of **Our** choice.
(3) **In-Home:** If in-home service is included with **Your Agreement**, service will be performed in **Your** home by **Our** authorized service provider during regular business hours, local time, Monday through Friday, except holidays. **Our** authorized service center may opt to remove the **Covered Product** to perform service in-shop. The **Covered Product** will be returned upon completion. Additional time and mileage charges for in-home or in-shop repairs outside of the normal service radius of **Our** authorized service center are not covered by this **Agreement** and are **Your** responsibility.
(4) **Customer Reimbursement:** As determined by **Us**, if an authorized service provider is unavailable, **You** will be responsible for locating a service provider and facilitating the service for **Your Covered Product**. Customer Reimbursement Procedures will be provided by **Us** in writing and must be followed to be eligible for reimbursement.

IX. PLAN TYPES: TERMS AND COVERAGE

PARTS & LABOR REPAIR PLAN
TERM:
    (a) **Date of Purchase Repair Plan:** The term of this **Agreement** begins on the **Covered Product's** date of purchase or, if applicable, the date of delivery by the **Selling Retailer** and runs concurrent with the manufacturer's warranty and continues for the period indicated on the **Declarations Page**, **Your** sales receipt or invoice.

COVERAGE: We will cover parts and labor related to mechanical or electrical failures, including those caused by normal use of the product, during the **Coverage Period**.

X. SPECIAL FEATURES & BENEFITS

Special Feature and Benefit payouts are subject to **Agreement** limit of liability guidelines.

FOOD LOSS: If **You** were offered and purchased a protection plan with Food Loss, **You** will be reimbursed up to three hundred dollars ($300), one (1) time during the **Coverage Period**, should **Your** refrigerator or freezer experience a covered failure resulting in a lack of refrigeration of perishable items. To receive payment, the **Covered Product** must be repaired by an authorized service provider and a copy of the repair invoice and proof of purchase of the replaced food must be submitted. Eligibility is governed by the USDA Food Safety and Inspection Service Guidelines and only covers items that require refrigeration. Non-perishable items are not covered. Wine coolers, wine cellars and icemakers are excluded from coverage.

NO LEMON POLICY: If **You** were offered and purchased a protection plan with a No Lemon Policy, **We** will replace **Your Covered Product** if it has had three (3) completed repairs, for the same failure and/or part and a fourth (4^{th}) repair is needed for the same problem. A completed repair is defined as a repair that restores **Your Covered**

Product to functionality for a minimum of thirty (30) days. Failures and repairs that occur under the manufacturer's warranty do not count towards the No Lemon benefit.

POWER SURGE PROTECTION: If **You** were offered and purchased a protection plan with Power Surge, **We** will provide coverage on **Your Covered Product** if it is damaged as a result of a power surge event.

XI. WHAT IS NOT COVERED

Applicable to All Plans:

(1) Covered Products with less than an original ninety (90) day manufacturer or retailer parts and labor limited warranty.

(2) Any failure, damage, repairs, or loss that is covered under any other protection plan, manufacturer or retail warranty, service plan or insurance. Covered Products subject to a manufacturer recall or rework, or factory bulletins to repair design or component deficiencies, improper construction, manufacturer error, etc. regardless of the manufacturer's ability to pay for such repairs.

(3) Covered Products with removed, missing or altered serial numbers.

(4) Covered Products sold used or "as is".

(5) Any and all pre-existing conditions known to You that occur prior to the effective date of this Agreement.

(6) Cost of or damage due to delivery, product removal, installation, set up, reinstallation, improper installation, improper installation of accessories, improper maintenance or cleaning except as otherwise provided.

(7) Loss or damage to or by peripherals, add-on products, accessories or attachments that were not provided by the manufacturer or included in the original sale.

(8) Except as otherwise provided, maintenance, service, repair or replacement necessitated by loss or damage resulting from any cause other than normal use, storage and operation of the Covered Product in accordance with the manufacturer's specifications and owner's manual; General maintenance and routine cleaning of the Covered Product.

(9) Loss or damage caused by cleaning methods, materials, products or harsh or corrosive chemicals.

(10) Except as otherwise provided, loss or damage due to normal wear and tear and not caused by a covered mechanical or electrical failure.

(11) Non-electrical parts that do not impact the mechanical or electrical operational performance of the Covered Product including baskets, non-removable dials, non-removable knobs, conduits, shelves, trim, protective glass, drawers, racks, connectors, external gas/electric connectors, insulation (unless due to a void within the cabinet), unless due to consequential damage of a covered failure.

(12) Cosmetic and Decorative parts including hinges, handles, frames, cabinets, chassis, housing, unless required for the mechanical function of the Covered Product.

(13) Consumer replaceable or consumable items including but not limited to filters, non LED lamps, non LED bulbs, external cables, external hoses, external tubes, external wheels, toner, ink cartridges, non-factory installed cords, consumer accessible fuses, batteries, unless due to consequential damage of a covered failure.

(14) Loss or damage to the physical appearance of a Covered Product that does not impact operational performance as determined by Us, such as scratches, abrasions, peelings, dents, changes in color, texture, or finish or similar conditions, unless necessary for the operation and/or mechanical or electrical function of the Covered Product.

(15) Loss or damage caused by: negligence, neglect, improper care, introduction of foreign objects, operational errors, misuse or abuse, mishandling, installation or improper installation, dropping, intentional damage of the Covered Product by You or any third-party; Any repair, modification, alteration, replacement or handling of the Covered Product other than as recommended or authorized by the manufacturer and/or Us; or failure to comply with the manufacturer's warranty.

(16) Loss or damage caused by improper electrical/power supply, improper equipment modifications, collision with any other object, collapse, explosion, animal or insect infestation, fungus, mpold, mildew, rot, warping, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes) or any other peril originating from outside the Covered Product.

(17) Loss or damage caused by exposure to weather conditions, unless the Covered Product is manufactured for outdoor use and a protective cover was used.

(18) Damage caused by accumulation, including but not limited to dirt, dust, fluid, food, lint, oil, or human or animal bodily fluids.

(19) Loss or damage caused by rust or corrosion not caused by a covered mechanical or electrical failure.

(20) Loss or damage caused by, including but not limited to, war, invasion, acts of terrorism, insurrection, rebellion, riot, strike, labor disturbance, lockout, civil commotion, or supply chain shortages.

(21) Lost, stolen, vandalized, or irretrievable items.

(22) Incidental, consequential or secondary damages or delay in rendering service under this Agreement or loss of use or data during the period that the Covered Product is at an authorized service center or otherwise awaiting parts.

(23) Unauthorized repairs, adjustments, manipulation or modifications serviced by You or anyone other than an authorized service provider dispatched by Us.

(24) Failure due to signal reception, transmission problems resulting from external causes, interruption of electrical service, loss of power, improper use of electrical or power, power "brown-out", power or overload.

(25) External antennae or antennae system, any expansion of the channel or frequency range capabilities, circuit adjustments, service or adjustments due to changes in external water or power connectors/connections, reception or normal signal, speakers (unless provided as part of a surround-sound home theater).

(26) Image retention, resolution failure, burned-in image, or pixel burn out not in accordance with the manufacturer's specifications and/or minimum display standards (if not specified by the manufacturer less than eight pixels are excluded).

(27) Charges related to "No Problem Found" diagnosis or preventative maintenance performed without mechanical breakdown or electrical failures. Non-failure problems, including but not limited to noises, squeaks, resetting switches, etc. Intermittent issues are not failures of the Covered Product.

(28) Coin mechanisms

(29) Odors

(30) Software and software-related problems or resulting damage. Damage to storage media, software corruption, loss of data, program applications or damage resulting therefrom.

(31) Damage, warping, bending or rusting of any kind to the housing, cabinetry, outside casing or frame of the Covered Product unless caused by a covered mechanical or electrical failure.
(32) Failures that occur or are not reported during the term of this Agreement.
(33) Any failures that occur while the Covered Product is no longer in Your possession.
(34) Failures that occur outside of the 50 states of the United States of America and the District of Columbia, except for hand-held devices with Worldwide Coverage.
(35) Any Covered Product used in a Commercial Setting unless You purchased a Commercial Plan.
(36) Any products purchased for, or used in short-term rental properties (e.g., Airbnb, VRBO, etc.) for stays less than six months are excluded from all coverage plans.
(37) Accidental damage or liquid damage unless Accidental Damage from Handling coverage was purchased in addition to Your plan.
(38) Costs associated with custom installations including but not limited to tearing apart walls, carpeting, floors or cabinetry.
(39) Loss of or repair to components within the Covered Product not originally covered by the manufacturer's warranty.
(40) Any other loss other than a covered failure.

IN NO EVENT SHALL THE 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.

XII. YOUR RESPONSIBILITIES & OBLIGATIONS

(1) Purchase the correct plan for **Your** needs.
(2) Retain a complete copy of a proof of purchase, including the model and serial number information, of the **Covered Product**. The copy may be printed or electronic.
(3) Properly maintain, inspect, care for (including cleaning), and/or use **Your Covered Product** according to the manufacturer instructions. If **Your Covered Product** becomes damaged, **You** must take the necessary steps to protect it against any further damage. If **We** determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, **Your** claim will be denied.

XIII. CONDITIONS

(1) Renewal:
(a) Replacement Plans are not renewable.
(b) Repair Plans may be renewed at **Our** discretion. To renew **Your** coverage, please call (877) 634-0964 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 may be available from the **Administrator** upon request at time of renewal. Note, not all products are eligible for renewal.

(2) **Transferability:** This **Agreement** is transferable by **You** for the balance of the original term of this **Agreement**. The transfer of this **Agreement** and the **Covered Product** may be registered by mailing, and providing the date of new ownership, new owner's name, complete address, and telephone number and a check for twenty-five dollars ($25) payable to New Leaf Service Contracts, Inc within thirty (30) days of the **Covered Product's** transfer of ownership. Once the **Agreement** has been transferred to new ownership, the person listed as the new owner of the **Covered Product** assumes all responsibility to uphold the conditions of this **Agreement**. A copy of this **Agreement** may be obtained by the new owner by contacting **Us** by phone at (877) 634-0964 or by email at customer@newleafsc.net. The manufacturer's warranty may not be transferrable.

(3) **Territories:** The **Agreement** territory is limited to the 50 states of the United States of America, including the District of Columbia, only. It does not include Canada, Mexico or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.

(4) **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.

(5) **Deductible:** There is no deductible required to obtain service for repair or replacement of the **Covered Product**.

(6) **Assignment**. **We** may assign this Plan, in whole or in part, at any time without prior notice to **You**. **We** may delegate or assign any of **Our** obligations at **Our** sole discretion and without **Your** consent provided **We** give **You** at least thirty (30) days' prior written notice of any material changes. **You** may not change this Plan or delegate any of **Your** obligations.
(7) **Independent Contractors. We** are not a service provider, technician, or product retailer. Repair and replacement services will be performed by independent, third-party contractors.
(8) **Liability Limitation**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, **WE** AND **OUR** EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN, INCLUDING THE FOLLOWING: COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA; FAILURE TO MAINTAIN DATA CONFIDENTIALITY; LOSS OF USE, INCLUDING LOSS OF USE WHILE THE COVERED PRODUCT IS BEING REPAIRED OR REPLACED; OR ANY LOSS OF BUSINESS PROFITS, REVENUE, OR ANTICIPATED SAVINGS. **OUR** MAXIMUM LIABILITY FOR ANY CLAIM ARISING FROM OR RELATING TO THIS PLAN SHALL NOT EXCEED THE PLAN'S LIMITS OF LIABILITY, REGARDLESS OF WHETHER THE UNDERLYING ACTION IS IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.
(9) **Severability**. If any provision of this Plan is held invalid, illegal, or unenforceable in any respect under applicable laws, the validity, legality, and enforceability of the remaining provisions of this Plan shall not in any way be affected or impaired thereby.
(10) **Privacy Policy**. **We** respect **Your** privacy. For information on **Our** privacy policy, please visit https://www.aig.com/privacy-policy.

(11) **<u>Arbitration:</u> READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS OF YOURS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES IN COURT AND YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS.**

YOU AND WE AGREE TO RESOLVE ANY DISPUTES THROUGH INDIVIDUAL BINDING ARBITRATION INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION, EXCEPT AS FOLLOWS: ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS.

YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS, AND REPRSENTATIVE PROCEEDINGS.

Under this provision, "Dispute" includes any claim or controversy arising out of or relating in any way to this Plan— whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory. This Arbitration Agreement is subject to and governed by the Federal Arbitration Act ("FAA"). This Arbitration Agreement is intended to be broadly interpreted and shall survive any termination or cancellation of this Plan. This Arbitration Agreement applies to Our respective parents, subsidiaries, affiliates, service contract insurers, obligors, agents, employees, successors, and assignees.

You and We agree to waive the right to participate in class actions or representative proceedings. However, this Arbitration Agreement does not preclude You from bringing an individual action against Us in small claims court, so long as the dispute is pursued on an individual rather than a class-wide basis.

The American Arbitration Association ("AAA") will administer any arbitration and will do so in accordance with its rules in effect at the time the claim is filed. You may obtain a copy of the AAA rules by visiting www.adr.org. Unless You and We agree otherwise, any arbitration hearing will take place in the county of the Service Address. The right to a hearing will be determined by the AAA Rules. However, if the claim is for $10,000 or less, You may decide whether You want the arbitration to be conducted instead: (a) Only on the basis of documents or (b) through a telephone hearing.

(A) **<u>Cancellation:</u>** 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 if no claim has been made, the **Agreement** is void and **You** will receive a one hundred percent (100%) refund of the full purchase price of the **Agreement**. The right to void this **Agreement** is not transferable and shall apply only to the original purchaser of this **Agreement**, and only if no claim has been made prior to its return to **Us**. 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 ten percent (10%) of the purchase price or fifty dollars ($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, substantial breach of duties relating to the **Covered Product** or its use, or non-payment by **You**, or if required to do so by a regulatory authority. If canceled by **Us**, 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 one hundred percent (100%) of the unearned pro-rata premium.

(B) **<u>Entire Agreement:</u>** 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**.

<u>INSURANCE</u>

OBLIGATIONS OF THE OBLIGOR UNDER THIS SERVICE CONTRACT ARE INSURED UNDER A REIMBURSEMENT INSURANCE POLICY.
This Plan is a service contract and not an insurance policy or contract. However, We secure Our fulfillment obligations and risks through an insurance policy issued by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819 in all covered states except for AR, CA, FL, MS, NC, NY, OK, and VA where the insurance policy is issued by New Hampshire Insurance Company, 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819. If within sixty (60) days We have not paid a claim, provided You with a required refund, or You are otherwise dissatisfied, or We are no longer a going concern, become insolvent, or are otherwise financially impaired, You are entitled under state law to make a claim directly to the insurer by contacting the insurer at the address or phone number listed above. Please enclose a copy of Your Plan when sending correspondence to the insurer.

We shall not provide coverage for, and We shall not be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose us, our parent company, or our ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.

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.

<u>FINANCIAL GUARANTEE</u>

IN NEW YORK, 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 NEW HAMPSHIRE INSURANCE COMPANY, 500 W. MADISON ST., STE. 3000, CHICAGO, IL 60661, PH: (800) 250-3819.

<u>STATE REQUIREMENTS AND DISCLOSURES</u>

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

<u>Alabama</u>: CANCELLATION: A twenty-five dollar ($25) cancellation fee is applicable; however this may not be deducted if the Agreement is cancelled within the free look period. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of the returned **Agreement**.

Arizona: WHAT IS NOT COVERED: Section (E) is deleted in its entirety. **CANCELLATION:** 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 seventy-five dollars ($75.00), whichever is less. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. **ARBITRATION:** Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance and Financial Institutions at (602) 364-2499 or difi.az.gov. Exclusions listed in the **Agreement** apply once the **Covered Product** is owned by **You**.

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

California: The **Obligor** is AIG WarrantyGuard, Inc., 500 W. Madison Street, Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819. **For residents of California**, the **Administrator** of this **Agreement** is [New Leaf Service Contracts, Inc 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 (877) 634-0964]
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**. 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. All **Coverage Plans** for home appliance or home electronics are covered by the "Cancellation" section of the **Agreement**. **ARBITRATION:** Arbitration does not prohibit a California resident from following the process to resolve complaints as outlined by the California 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.

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

Connecticut: FULFILLMENT: 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: You** may cancel this **Agreement** if **You** return the **Covered Product** or the **Covered Product** is sold, lost, stolen, or destroyed. **ARBITRATION:** 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**.

Florida: This **Agreement** is between the Provider, AIG Warranty Services of Florida, Inc., (License No. 80259) and **You**, the purchaser. **The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation. CANCELLATION:** 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 **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 **Administrator** may effectuate refunds through the **Selling Retailer**. Refunds owed may be made by cash, check, store credit, gift card, or other similar means. Upon request by **You**, the refund shall be remitted by check.

Georgia: The **Obligor i**n Georgia is Applied Warranty Services. 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: For cancellations by **You** within thirty (30) days of the **Agreement** purchase price, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after receipt of the returned **Agreement**. If **You** cancel after thirty (30) days of receipt of **You**r **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. 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**: Arbitration is nonbinding in Georgia. For any claim that is not arbitrated or brought in small claims court, it will be resolved in a state or federal court with proper jurisdiction based on the county where the contract holder resides.

Hawaii: CANCELLATION: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of the returned **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 t**o 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.

Louisiana: In the event of cancellation, no cancellation fee shall apply. In no event will claims paid be deducted from any refund. If in an emergency situation an Administrator cannot be reached, **You** can proceed with repairs. The **Administrator** will reimburse **You** or the repairing facility in accordance with the Service Agreement provisions. **CANCELLATION:** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of the returned **Agreement**.

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. Arbitration provision is removed.

Maryland: CANCELLATION: You may cancel this **Agreement** by informing the **Selling Retailer** of **Your** cancellation request within twenty (20) days from the date of purchase of the **Agreement** and **You** will receive one hundred percent (100%) refund of the full purchase price of the **Agreement**. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of the returned **Agreement**. **ARBITRATION:** Arbitration section is removed.

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: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of the returned **Agreement**.

Mississippi: ARBITRATION: Arbitration section is removed.

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

Montana: INSURANCE: Obligations of the **Obligor** under this **Agreement** are insured under a service contract reimbursement insurance policy by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819**.**

Nevada: HOW TO REQUEST SERVICE: Section (5) is amended as follows: 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 at 1-(888) 872-3234 or file a complaint at doi.nv.gov/Consumers/File-a-Complaint. **CANCELLATION:** 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** except for non-payment, being convicted of a crime which results in an increase in the service required under the **Agreement**, fraud or material misrepresentation in obtaining the **Agreement** or in presenting a claim for service, substantial changes in risk, or substantial breach of duties, conditions or warranties relating to the **Covered Product** or its use. If canceled by **Us**, a written notice will be provided at least fifteen (15) days prior to cancellation at **Your** last known address, with the effective date for the cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of the returned **Agreement**. **ARBITRATION:** Arbitration section is removed.

New Hampshire: If You or We cancel this Plan, no deduction for claims paid will be applied to any pro-rata refund amounts due. If You or We cancel this Plan, We may deduct an administrative fee. The administrative fee may not exceed ten percent (10%) of the gross amount paid by You for the Plan or seventy-five dollars ($75), whichever is less. The following is added to Section 10: “Any civil action or alternative dispute resolution procedure brought in connection with this Plan shall be brought in the courts of New Hampshire. This arbitration provision is subject to RSA 542.” In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department by mail at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, or by telephone at 603-271-2261.

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

New Mexico: CANCELLATION: 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 in presenting a claim for service thereunder; 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**. If cancelled by **Us**, no administrative fee will be deducted from the purchase price. A ten percent (10%) penalty per month shall be

applied to refunds not paid or credited within sixty (60) days of receipt of the returned **Agreement**. Cancellation of the **Agreement** by **Us** will not be effective until fifteen (15) days after the notice of cancellation has been sent to **You**.

New York: CANCELLATION: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of the 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: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION:** 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. **INSURANCE**: The **Obligor** for consumer goods plans in Oklahoma is AIG Warranty Services of Florida, Inc., Oklahoma License No. 44200930. The **Obligor** for home warranty plans in Oklahoma is AIG WarrantyGuard, Inc., Oklahoma License No. 44201456.

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 **You**r **Agreement** is returned to the provider. **ARBITRATION:** Arbitration section is removed and replaced with the following: “Most of Your concerns about the Agreement can be addressed simply by contacting Us at 800-250-3819. In the event we cannot resolve any dispute, You and We may, in a separate agreement, consent to arbitration. Any arbitration proceedings shall be conducted under local rules as required under ORS Chapter 36. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING.”**

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, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201, or by phone at (800) 768-3467. **CANCELLATION:** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of the returned **Agreement**.

Texas: The **Administrator** is New Leaf Service Contracts, Inc, 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 (877) 634-0964 Lic #222. If **You** purchased this **Agreement** in Texas, unresolved complaints or questions concerning the regulations of service contracts may be filed online at tdlr.texas.gov/Complaints, by telephone at 1-800-803-9202, or mailed to the Texas Department of Licensing and Regulation c/o Enforcement Division, P.O. Box 12157, Austin, Texas 78711. **CANCELLATION:** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of the returned **Agreement**. **INSURANCE**: **You** may apply for reimbursement directly to the Insurer if a covered service is not provided to **You** by the **Administrator** before sixty (60) days after the date of proof or loss, or a refund or credit is not paid before forty-five (45) days after the cancellation date of the **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 (833)313-3083 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 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 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 (833)313-3083 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.

<u>Wisconsin</u>: 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.

<u>Wyoming</u>: CANCELLATION: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of the returned service Agreement. **ARBITRATION:** Arbitration section is removed.