

**SERVICE AGREEMENT
4WC-ALLPROD/ADH (6/2021)**

This Service Agreement is not a Contract of Insurance or a Warranty subject to the Federal Magnuson-Moss Act.

PLEASE READ THIS AGREEMENT CAREFULLY, as it describes the protection **You** will receive in return for **Your** payment of the **Agreement Purchase Price** of this **Agreement** and it contains a Dispute Resolution/Arbitration Agreement and Class Action Waiver. **You** must keep this **Agreement**, and **Your** sales invoice or receipt for the product **You** purchased. They are integral parts of this **Agreement** and **You** may be required to produce them to obtain service. **You** must maintain the **Covered Product** as recommended by the manufacturer's owner's manual or any product warranty. **You** acknowledge **Your** understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out below in this **Agreement**.

NOTICES: (1) THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE YOUR COVERED PRODUCT OR TO OBTAIN FINANCING; (2) THIS AGREEMENT DOES NOT REPLACE NOR EXTEND THE MANUFACTURER'S WARRANTY OR PRODUCT RETAILER'S LIMITED PRODUCT WARRANTY, IF ANY, ON YOUR COVERED PRODUCT.

1. DEFINITIONS:

"We", "Us", "Our", "Provider" and "Service Provider": the company or provider obligated under this Agreement, **4warranty Corporation**, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800-867-2216), in all states except in Florida and Oklahoma where it is **Lyndon Southern Insurance Company**, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698 and Oklahoma License No. 44200929, and in Wisconsin where it is **The Service Doc Inc.**, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 867-2216;

"You", "Your", "Service Agreement Holder" and "Agreement Holder": the purchaser of the **Covered Product(s)** and this **Agreement**, and any authorized transferee/assignee of the purchaser.

"Administrator": Clyde Care, LLC., 579 Broadway Suite C, New York, NY 10012, (856-356-0607).

"Agreement Purchase Price": the purchase price **You** paid for coverage under this **Agreement**.

"Selling Retailer": the entity selling the Covered Product and this Agreement as defined on **Your** sales invoice or receipt.

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

"Mechanical/Electrical Breakdown": an operational, mechanical, or electrical failure due to a defect in materials or workmanship, normal wear and tear, or caused by a direct result of a power surge.

"Agreement" and "Service Agreement": this **Agreement**, inclusive of all provisions, terms and conditions contained herein.

"Deductible": the amount **You** may pay per repair for repairs covered under by this **Agreement**.

"Agreement Purchase Date": the date **You** purchased this **Agreement** from the **Selling Retailer**.

2. WHEN YOUR PLAN BEGINS AND ENDS

Coverage for **Mechanical** or **Electrical Breakdown** begins upon the expiration of the shortest portion of the manufacturer's warranty or the **Selling Retailer's** limited product warranty. Accidental Damage From Handling (ADH) coverage is effective as of the **Agreement Purchase Date** and continues for the period indicated on **Your** sales invoice, receipt or schedule page. Coverage under **Your** plan will end upon expiration of the term shown on **Your** sales invoice, receipt or schedule page, unless it is cancelled, or **We** have fulfilled **Our** obligations under this plan in accordance with the Limit of Coverage Liability or the **Covered Product** is replaced, whichever occurs first.

3. COVERAGES:

This **Agreement** will cover a **Mechanical** or **Electrical Breakdown** of the **Covered Product(s)** during normal usage for the term of this **Agreement**. This term of this **Agreement** is inclusive of any manufacturer's warranty that may exist during the coverage term. It does not replace the manufacturer's warranty but provides certain additional benefits during the term of the manufacturer's warranty. Replacement parts will be new, rebuilt, or non-original manufacturer's parts that perform to the factory specifications of the product at **Our** sole option. Accidental Damage From Handling (ADH) coverage is effective as of the **Agreement Purchase Date** and continues for the period indicated on **Your** sales invoice, receipt or schedule page, or until the product is replaced whichever occurs first.

Refer to **Your** sales invoice, receipt or schedule page for the purchase of this **Agreement** to determine the term of this **Agreement**, and if there is a **Deductible** required to obtain service.

This **Agreement** does not cover repair or replacement of **Your Covered Product** for any of the causes or provide coverage for any losses set forth below in section - **"WHAT IS NOT COVERED."**

COMMERCIAL PLAN: For products used in a Commercial setting/environment (i.e., other than in a residential single-family setting), and **You** purchased **Commercial Plan** coverage at the time of sale of **Your Agreement**, this **Agreement** will furnish replacement parts and/or labor necessary to maintain **Your Covered Product** that is used in a Commercial setting in those cases where the manufacturer's original warranty is expired or null and void. For these products, this **Agreement** will begin from Day One and continue for the period of time defined on **Your** sales receipt. Selected products must be manufactured specifically for commercial use and include a manufacturer's

warranty. For those products, actual service coverage under the **Agreement** begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and labor warranty. 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. For purposes of this **Agreement**, Commercial Use is defined as products used in a non-residential setting which include rental, business, educational, industrial, institutional or any other multi-use organizations other than a single-family household purpose. **The following products are not covered for Commercial Use: floor care, fitness equipment, power and hand tools products, lawn and garden products, gas grills, furniture and mobility devices.**

A. Cell Phones, Electronics, Wireless Devices

- i. This **Agreement** provides coverage for parts and labor costs to repair or replace **Your Covered Product** where the problem is the result of a **Mechanical** or **Electrical Breakdown** caused by:
 1. Normal Wear and Tear;
 2. Accidental Damage From Handling (ADH), such as damage from drops, spills and liquid damage associated with handling and use of **Your Covered Product**, if the ADH coverage was purchased at the time of sale of **Your Agreement**;
 3. Dust, internal overheating, internal humidity/condensation;
 4. Defects in materials or workmanship;
 5. Operational failure resulting from a power surge while properly connected to a surge protector. **You** may be asked to provide **Your** surge protector for examination.

B. Jewelry and Watches

- i. **Jewelry:** This **Agreement** provides coverage for parts and labor costs to repair the **Covered Product** where the problem is a result of a breakdown or failure from normal wear and tear such as cracks, chips, scratches, dents, kinks, breaks or thinning. **You** will be reimbursed for **Administrator's** authorized repairs to, or replacement of the **Covered Product**, at **Our** sole discretion, when required due to a problem which is not covered under any other warranty, service agreement or insurance.
- ii. **Watches:** This **Agreement** provides coverage for parts and labor costs to repair the **Covered Product** where the problem is the result of a **Mechanical** or **Electrical Breakdown** caused by defects in workmanship and/or materials, including those from normal wear and tear such as: watch band, case, clasp, crown, cracked crystal, inner movement and stem. For watch band failure, **We** may elect to replace either segments of the band, the complete band or the **Covered Product**, at **Our** discretion. **You** will be reimbursed for **Administrator's** authorized repairs to or replacement of the **Covered Product**, at **Our** discretion, when required due to a problem which is not covered under any other warranty, service agreement or insurance.

C. Furniture

- i. This **Agreement** covers only products used primarily for personal, family or household purposes or in a home office setting.
- ii. **Wood and Metal Furniture:** This **Agreement** provides coverage for damage due to separation of topcoat finish, broken hardware, and pulls; separation of joints and welds; cracks; peeling of veneers; broken hinges, casters, slides, drawer pull/guides or swivels; damaged mechanical elements; scratches; chips; gouges; cracking, warping or peeling of finish due to normal use. The **Agreement** also covers breakage, chips, and scratches to glass on tables, desks, wall units and cabinets, and breakage, chipping and/or loss of silvering to mirrors due to normal use or accidental damage.
- iii. **Fabric, Leather and Upholstery Coverage:** This **Agreement** provides coverage for damage due to seam separation.

D. All Other Products

- i. This **Agreement** provides coverage for parts and labor costs to repair or replace **Your Covered Product**, at our sole discretion, where the problem is the result of a **Mechanical** or **Electrical Breakdown** caused by:
 1. Normal wear and tear;
 2. Defects in materials or workmanship;
 3. Operational failure resulting from a power surge while properly connected to a surge protector. **You** may be asked to provide **Your** surge protector for examination.

Limit of Coverage Liability: The Limit of Coverage Liability is the value of the **Covered Product** at the time of purchase, excluding sales tax, delivery and handling. This **Agreement** shall expire upon replacement of **Your Covered Product** or payment to **You** of the Limit of Coverage Liability in lieu of replacement.

4. **NO LEMON POLICY:** During the term of this **Agreement**, and subject to **Our** Limit of Coverage Liability, after three (3) service repairs have been completed on the same component of an individual **Covered Product** and that **Covered Product** component requires a fourth repair, as determined by **Us**, **We** will replace it with a product of comparable performance. Upon replacement, **We** no longer have any obligation for the replaced product under this **Agreement**.
5. **HOW TO GET SERVICE:** **You** must contact the **Administrator** for the appropriate authorized service center. Go online to www.hiclyde.com or call the toll-free number at **(856) 356-0607** between the hours of 8:00 AM and 5:00 PM eastern standard time. All repairs must be authorized by the **Administrator** prior to performance of work. Claims on unauthorized repairs may be denied. Many oversights, which are not covered under this **Agreement**, can be due to simple circumstances such as the **Covered Product** not being switched on, being unplugged, a fuse blown, or circuit breaker tripped at the junction box. For a **Covered Product** that uses batteries as the

prime power supply, check that the batteries do not need replacing or recharging. **IF WE DISPATCH SERVICE AND THE FAILURE IS DETERMINED TO BE THE RESULT OF THE COVERED PRODUCT NOT BEING SWITCHED ON, BEING UNPLUGGED, A FUSE BLOWN, OR CIRCUIT BREAKER TRIPPED AT THE JUNCTION BOX YOU WILL BE BILLED FOR THAT SERVICER'S APPLICABLE TRIP CHARGE. IF YOU REFUSE SERVICE ON A COVERED ITEM AFTER WE HAVE DISPATCHED THE REPAIR SERVICER TO YOUR LOCATION YOU WILL BE BILLED FOR THAT SERVICER'S APPLICABLE TRIP CHARGE.**

6. **SERVICE DELIVERABLES:** There may be a **Deductible** required to obtain service for **Your Covered Product**. You will receive service on **Your Covered Product** as described below:
- **Carry-In:** Unless otherwise provided in this **Agreement**, **Covered Products** must be delivered and picked up by **You** at **Our** authorized service center during normal business hours.
 - **Depot: Administrator** will provide **You** with a prepaid shipping label for **You** to ship your failed product to **Our** repair facility. **You** may be responsible for a portion or all costs of postage, insurance, packaging, and shipping. **Your** product must be properly protected with bubble wrap or other protective materials. **We** are not responsible for and have no liability for product damaged in shipping. **Your** repaired product will be mailed back to **You** at no charge.
 - **On-Site:** Service will be performed in **Your** home as indicated on **Your** sales receipt or invoice. The authorized service center may opt to remove the **Covered Product** to perform service in-shop. **Your** product will be returned upon completion.
7. **ACCIDENTAL DAMAGE FROM HANDLING ("ADH"):** If **You** purchased **ADH** coverage at the time of sale of **Your Agreement**, **Your Covered Product** is protected against **ADH** per the product specific details above under **Section - COVERAGES, B. C. and D.** based on the term length selected. **ADH** only covers operational or mechanical failure caused by **ADH** and does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the **Covered Product**, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between **You** and **Our** service providers and any other limitations listed in the "**WHAT IS NOT COVERED**" section of this **Agreement**. Any resultant damage from the type of treatment referred to in **Section – WHAT IS NOT COVERED** is **NOT** covered by this **Agreement**. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information may result in claim denial. **ADH** coverage is limited to one (1) replacement during the term of this **Agreement**.
8. **WHAT IS NOT COVERED:** (A) Products not originally covered by a manufacturer's warranty; (B) Products with less than an original thirty (30) days manufacturer's parts and labor limited warranty; (C) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (D) Cleaning; Periodic checkups; preventive maintenance; (E) Any and all pre-existing conditions that occur prior to the effective date of this Agreement and/or any product sold used or "AS-IS", including but not limited to floor models, demonstrations models, etc.; (F) Part requiring replacement or repairs due to normal wear and tear unless tied to a Mechanical or Electrical Breakdown, and items normally designed to be periodically replaced by **You** during the life of the Covered Product, including but not limited to batteries, light bulbs, etc.; (G) Damage from abuse, misuse, mishandling, introduction of foreign objects into or on 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 purchased for or used at any time for commercial purposes unless Commercial Plan is selected and paid for or on a rental basis (K) Failures that occur outside of the 50 states of the United States of America and the District of Columbia; (L) Non-functional or aesthetic parts including but not limited to frames, cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (M) Unauthorized repairs and/or parts; (N) Cost of installation, setup, diagnostic charges, of the Covered Product, except as specifically provided herein; (O) Accessories used in conjunction with a Covered Product including remote controls; (P) Any other loss other than a covered Mechanical or Electrical Breakdown; (Q) Service where no problem can be found; noises; squeaks; failures or breakdowns which are not reported during the term of this Agreement; (R) any failure, breakdown or condition that results from abnormal usage of the Covered Product; (S) coin mechanisms; and (T) Any product with illegal, altered, defaced or removed serial numbers or IMEI's or any product with an IMEI determined to be lost or stolen by Us.
- **Specific to Electronics & Appliances:** In addition to any applicable exclusions listed above, this Agreement only covers the operating condition of the Covered Product and does not cover (1) non-operating or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses; (2) any installed accessory item, e.g., gas or electronic connectors; (3) any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Covered Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power or water supply; water and power connectors and connections; reception or normal signal; (4) burned-in image in CRT, PLASMA, LCD or any other

type of display; (5) Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, icemakers and controls, filters, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.

- **Specific to Computers and Peripheral Equipment:** In addition to any applicable exclusions listed above, this Agreement does not cover damage caused by or due to (1) dropping; food and beverage spills; misuse and abuse; (2) any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges; (3) broken or cracked LCD/display screens in notebooks or other portable monitors, unless ADH coverage has been purchased and the broken or cracked screen renders the Covered Product inoperable; burned-in image in CRT, LCD or any other type of display; application programs; operating software; other software; loss of data or restoration of programs; (4) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; and (5) toner and ink cartridges; cables.
- **Specific to Jewelry:** In addition to the exclusions listed above, We will not replace damaged, lost or stolen gem stones or beads unless otherwise noted under covered items.
- **Specific to Watches:** In addition to the exclusions listed above, this Agreement does not cover: (1) cosmetic damage such as dents, scratches; (2) fading of luminous; (3) peeling of paint or bezel; (4) modifications; and (5) unauthorized repairs.
- **Specific to Lawn & Garden Equipment and Power Tools:** In addition to the exclusions listed above, this Agreement does not cover (1) tune-ups; damage caused by neglect; improper operation; installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer; operation with fuels, oils or lubricants which are not suitable for use with the Covered Product; alteration or removal of parts; water entering engine cylinder(s) through exhaust system or carburetor(s); spark plugs; brake pads or lining; hoses; hose clamps; belts; batteries; shock absorbers; tires; cutting blades; gauge wheels; wheel balancing; alignments; cleaning of fuel and coolant systems; removal of carbon, varnish, sludge, or contaminants; necessary fuel and ignition system calibrations and adjustments; (2) this Agreement does not cover repair caused by normal product vibration; routine maintenance; fuses; filters; consumables; bulbs; exterior power cords; cosmetic adjustment or replacement; shell separating or cracking; paint changes; corrosion; rust; (3) this Agreement does not cover any repair for grinding of valves to increase compression; oil consumption; stuck rings; shipping or freight; burned valves; tuliped valves; adhesives; shop supplies; road service calls; environmental charges; miscellaneous charges; internal or external corrosion, electrolysis, salt or any other environmental condition; inadequate or improper storage/lay up; loss or damage to optional equipment.
- **Specific to Fitness Equipment & Other Sporting Goods:** In addition to the exclusions listed above, this Agreement does not cover: (1) failure of non-operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls; (2) Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and (3) products used in a commercial setting including but not limited to dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.
- **Specific to Mobility Devices:** This Agreement does not cover ADH or damage due to collision. This Agreement does not cover battery, tires/wheels, fenders, seat upholstery, arm rest covers, shrouds, footrests or failures due to exceeding 90% of manufacturers maximum weight capacity. This Agreement does not cover loaners. This Agreement does not cover devices provided by insurance or on a rental basis.
- **Specific to Sunglasses:** In addition to the exclusions listed above, this Agreement does not cover: (1) Tarnishing of frames; (2) Pet damage; (3) Bending or twisting of flexible or titanium frames; (4) Installation of non-authorized lens; (5) Damage from tampering with elements designed to secure lens and/or arms; (6) Lost or stolen glasses – all products must be returned for credit at Your expense; (7) Improper storage of Covered Product; (8) Damage caused by chemicals; (9) Decorative embellishments and/or accessories attached to Your Covered Product; (10) Frame fittings for cosmetic or structural purposes; (11) Repair or replacement due to the outgrowth of frames; (12) Sunglasses exclude Oakley, Maui Jim frames and lenses, and Zeal frames or lenses.
- **Specific to Furniture:** In addition to the exclusions listed above, this Agreement does not cover: We will not cover loss or damage caused by the following: (1) lubrication and general cleaning as directed by the manufacturer; (2) stains of any kind; (3) damage caused by You in the assembly of RTA (ready-to-assemble) furniture; (4) accessories used in conjunction with the Covered Product such as pillows; buttons; (5) Damage to brass or other plating, pictures, lamps or accessories; faux stone, granite and marble; (6) Wear related damage such as furniture that is leaning or listing to one side due to continued use and weight applied to the affected side; (7) Rattan, wicker and plastic furniture; Mattresses & box springs or Bunkie boards; (8) Natural grains and/or markings on wood and/or leather, including but not limited to scars, insect bites, brand marks, embossing, wrinkles; (9) Stress tears; split leathers used in seat cushions, back cushions or top inside arm areas; suede, buffed or nubuck leathers; (10) shrinkage from cleaning; rust or corrosion; (11) damage resulting from bleach, paint, acid or corrosive products; (12) Accumulation and buildup of stains and soil over time, including darkened areas where the body comes into contact with the upholstery; perspiration and body or hair oils; (13) Fading or soiling caused by pets (other than bodily fluids); (14) Damage from use of cleaning products not approved by the manufacturer or Us;

normal stains and soiling from everyday use; mold and mildew; (15) Stains of unknown origin; "X" coded and non-colorfast fabrics and leather; (16) Stains or damage to the material caused by the owner's failure to use reasonable caution and care to protect the Covered Product; (17) willful damage caused by minor children; (18) Stains or damage occurring prior to and during delivery or setup of Your Covered Product, or when the product is in storage, or being moved into or out of storage, or being moved within or between residences; dye transfer; stains caused by medical incontinence; stains or damage caused by independent contractors or maintenance personnel; stains from leaks in appliances, sky lights or roof.

9. CONDITIONS:

- **Renewal:** Renewal of **Your Agreement** will be at **Our** discretion.
- **Transferability:** This **Agreement** is transferable by the original purchaser for the balance of the original term and requires no transfer fee. The **Covered Product** may be registered by mailing a copy of this **Agreement** and invoice to the **Administrator**, and providing the date of new ownership, new owner's name, complete address, and telephone number.
- **Territories:** The **Agreement** territory is limited to the United States of America, including the District of Columbia, only. It does not include Mexico, Canada or U.S. Territories including but not limited to Guam, Puerto Rico, or U.S. Virgin Islands.
- **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, subject to the terms of this **Agreement** before **We** retain any amount **We** may recover.
- **Deductible:** There may be a service fee required to obtain service for in-home repairs.

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

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

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

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery,

to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a “de novo” standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of your claims are frivolous, you shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER). To opt out, You must send written notice to either: (1) 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, “Arbitration Opt Out.” You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Selling Retailer. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

11. Cancellation:

- i. You may cancel this Agreement at any time by contacting the Selling Retailer, should the Selling Retailer not be available, contact the Administrator.
- ii. This Agreement provides a thirty (30) day free look period from the purchase date of the Agreement. You may cancel this Agreement by informing the Selling Retailer, should the Selling Retailer not be available, contact the Administrator and notify Administrator 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 Agreement Purchase Price. 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 or replacement (if any), and less an administrative fee

to not exceed the cost of the contract or \$25.00 whichever is less; or the state law for cancellation that apply to residents requesting cancellation.

- iii. **We** reserve the right to cancel this **Agreement** in the event of customer fraud, material misrepresentation, or failure to pay. Cancellation may be immediate. In the event of cancellation for customer fraud or material misrepresentation, **We** may demand immediate payment of the cost of all services provided to **You**, and no refund will be issued. The notice of cancellation will include the reason and the effective date of cancellation.

IF THIS AGREEMENT WAS FINANCED (PURCHASED ON A PAYMENT PLAN) BY A FUNDING PARTY AND A BALANCE DUE THE FUNDING PARTY EXISTS, THE FUNDING PARTY SHALL BE ENTITLED TO ANY REFUND(S) RESULTING FROM CANCELLATION OF THIS AGREEMENT FOR ANY REASON, INCLUDING TERMINATION OF THE AGREEMENT FOR NON-PAYMENT BY YOU OR BY SOMEONE AUTHORIZED BY YOU TO PAY THE FUNDING PARTY.

12. **Entire Agreement:** This is the entire **Agreement** between the parties, and no representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this Agreement.
13. **INSURANCE: 4WARRANTY'S OBLIGATIONS TO PERFORM UNDER THIS AGREEMENT ARE INSURED BY LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN CALIFORNIA, GEORGIA, NEW YORK, WASHINGTON, AND WISCONSIN.**

CALIFORNIA - THE OBLIGOR IS INSURED BY RESPONSE INDEMNITY COMPANY OF CALIFORNIA, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

GEORGIA - THE OBLIGOR IS INSURED BY INSURANCE COMPANY OF THE SOUTH, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

NEW YORK AND WISCONSIN - THE OBLIGOR IS INSURED BY BLUE RIDGE INDEMNITY COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

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

FINANCIAL GUARANTEE:

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

14. **PRIVACY POLICY:** It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at www.fortegra.com.
15. **LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:** You agree and acknowledge that You have paid an additional fee for this **Agreement** that is separate and apart from the purchase price You paid for the **Covered Product(s)**. Because of that separately stated consideration, You agree and acknowledge that this **Agreement** is not part of the basis of the bargain for Your purchase of the **Covered Product(s)**. You further agree and acknowledge that **We**, and the **Administrator** under this **Agreement**, are not the supplier of the **Covered Product(s)**. Consequently, this **Agreement** is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".
16. **LIMITATION OF LIABILITY:** THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE COVERED PRODUCT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR SELLING RETAILER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS AGREEMENT.

17. STATE REQUIREMENTS AND DISCLOSURES:

Alabama: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Agreement**. The administrative fee is limited to \$25.

Arizona: **CANCELLATION** section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. An administrative fee not to exceed ten percent (10%) of the **Provider** fee paid by the **Agreement Holder** may be charged by the **Provider**. The **Provider** fee is the **Agreement Purchase Price** for which **You** paid for this **Agreement**. The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance and Financial Institutions, (800) 325-2548. **Exclusions listed in the Agreement apply once the Covered Product is owned by You.** This **Agreement** may not exclude pre-existing conditions if such conditions were known or should reasonably have been known to **Us** or the **Selling Retailer** selling the **Agreement** on **Our** behalf.

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

INSURANCE section is amended as follows: Obligations of the **Provider** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the **Provider** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

California: **CANCELLATION** section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within thirty (30) days of receipt of returned **Service Agreement**. For home electronics and home appliance, this **Agreement** provides a thirty (30) day free look period from date of receipt of the **Agreement**. **You** may cancel this **Agreement** by informing the **Selling Retailer**, should the **Selling Retailer** not be available, contact the **Administrator** and notify **Administrator** of **Your** cancellation request within thirty (30) days from the date of receipt of the **Agreement** and **You** will receive a 100% refund of the full **Agreement Purchase Price**. If **Your** cancellation request is made more than thirty (30) days from the date of receipt, **You** will receive a pro-rata refund of the **Agreement Purchase Price**, less the cost of repairs made or replacement (if any), and less an administrative fee to not exceed the cost of the contract or \$25.00 whichever is less. 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 **Agreement Plan Effective Date** 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.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** provision 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 1-916-999-2041, 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.bhgs.dca.ca.gov. Informal dispute resolution is not available.

Colorado: **INSURANCE** section is amended as follows: Obligations of the **Provider** under this are guaranteed under a service contract reimbursement insurance policy. If the **Provider** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

Connecticut: If **You** purchased this **Agreement** in Connecticut, **You** may pursue arbitration to settle disputes between **You** and the **Provider** of this **Agreement**. **You** may mail **Your** complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this **Agreement**. **CANCELLATION** section is amended as follows: **You** may cancel this **Agreement** if **You** return the Product or the Product is sold, lost, stolen, or destroyed.

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

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. **CANCELLATION** section is amended as follows: If **You** cancel the **Agreement** within thirty (30) days of the **Agreement Purchase Date**, and no claim has been made, We will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**. After thirty (30) days, or if a claim has been made, We shall refund **You** one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price. If **You** cancel this **Agreement** within thirty (30) days of the **Agreement Purchase Date**, 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 the return of the **Agreement** to **Us**. We may cancel this **Agreement** for non-payment of the **Agreement Purchase Price**, material misrepresentation, or fraud. The notice of such cancellation shall be in writing and shall be sent no less than thirty (30) days before the effective date of such cancellation. The notice shall state the reason for, and effective date of, the cancellation. If We cancel this **Agreement**, We shall refund **You** one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price.

Funding party must hold a power of attorney in order to cancel the **Agreement** for non-payment.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section of this **Agreement** is removed. The “**WHAT IS NOT COVERED-EXCLUSIONS**” section of this **Agreement** is amended as follows: Any and all pre-existing conditions known by **You** that occur prior to the effective date of this **Agreement** or any sold “AS-IS” including but not limited to floor models, demonstration models, etc.

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

Idaho: INSURANCE section is amended as follows: Obligations of the **Provider** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the **Provider** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

Indiana: INSURANCE section is amended as follows: Obligations of the **Provider** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the **Provider** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

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

Kentucky: You are entitled to make a direct claim against the insurer if **We** fail to pay any covered claim within sixty (60) days after the claim has been filed. The insurer is: LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256.

Maine: CANCELLATION section is amended as follows: The **Provider** of the **Service 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** or **Administrator** 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 the **Service 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 outstanding refund will be applied to a refund that is not paid or credited within forty-five (45) days after the return of the **Service Agreement** to the **Provider**.

INSURANCE section is amended as follows: If the **Provider** fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the **Provider** fee, within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

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

Mississippi: IMPORTANT NOTICE ABOUT YOUR COVERAGE:

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

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

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

INSURANCE section is amended as follows: Obligations of the **Provider** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the **Provider** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

Nevada: **CANCELLATION** section is amended as follows: **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Agreement**. The cancellation fee is limited to \$25. **We** reserve the right to cancel this **Agreement** in the event of customer fraud or material misrepresentation by **You** in obtaining this **Agreement** or in presenting a claim for service, or failure by **You** to pay an amount when due. In the event **We** cancel this **Agreement**, return of the premium is based upon 100% of the unearned pro-rata premium.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section of this Agreement is removed.

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

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

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

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

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

INSURANCE section is amended as follows: Obligations of the **Provider** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the **Provider** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

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

Ohio: **INSURANCE** section is amended as follows: Obligations of the **Provider** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the **Provider** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

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 contract cost, 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 **Provider** fee shall be based upon one hundred percent (100%) of unearned pro rata **Provider** fee less any claims that have been paid or less the cost of repairs made on **Your** behalf. **DISPUTE RESOLUTION/ARBITRATION**

AGREEMENT AND CLASS ACTION WAIVER – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon: Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least thirty (30) days prior to the date of termination. **CANCELLATION** section is amended as follows: **You**, the **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**. The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section of this **Agreement** is removed.

South Carolina: If **You** purchased this **Service Agreement** in South Carolina, complaints or questions about this **Service 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 will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Agreement**.

Texas: If **You** purchased this **Service Agreement** in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. **Administrator:** Clyde Care, LLC., 579 Broadway, Suite C, New York, NY 10012 856-356-0607 Lic. #298. **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 Service Agreement** is returned to the **Provider**.

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

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

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

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

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

Washington: All references to **Obligor** throughout this **Service Agreement** are replaced with **Service Provider**. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within thirty (30) days of receipt of returned **Service Agreement**. **We** may not cancel this **Service 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**. The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** 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 **Service 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** and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Your** original repair bill along with the technician's report and a copy of the **Service Agreement** to **Administrator** for reimbursement. All coverage and exclusions in this **Service Agreement** will apply.

Wisconsin: The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section of this **Agreement** is removed. **CANCELLATION** section is amended as follows: This **Agreement** may be cancelled by **Us** only for non-payment of the **Provider** fee, material misrepresentation by **You** to **Us** or the **Administrator**, or substantial breach of duties by **You** relating to the **Covered Product** or its use. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If **We** cancel this **Agreement**, **We** or the **Selling Retailer** will refund **You** one hundred percent (100%) of the **Agreement** purchase price, less any claims paid on **Your Agreement**. **We** may charge a reasonable administrative fee for cancellation, which may not exceed ten percent (10%) of the **Provider** fee. If **You** cancel within thirty (30) days of receipt of **Your Agreement**, **You** must first return to the **Selling Retailer** or to the **Obligor** should the **Selling Retailer** not be available. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible and within one (1) year after the time required by this **Agreement**. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement**. In the event of a total loss of property that is not covered, **You** shall be entitled to cancel the **Agreement** and receive a pro rata refund of any unearned **Provider** fee, less any claims paid (No cancellation fee will be assessed in this situation).

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER. If **Administrator** fails to provide, or reimburse or pay for, a service that is covered under this **Agreement** within sixty-one (61) days after **You** provide proof of loss, or if the **Administrator** becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the insurer for reimbursement, payment, or provision of the service.

Wyoming: **CANCELLATION** section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Agreement**. The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section of this **Agreement** is removed.