

EXTENDED SERVICE AGREEMENT – MUSICAL PRODUCTS

This Agreement is not a Contract of Insurance

Please read this **Agreement** carefully, as it describes the protection **You** will receive in return for **Your** payment of the purchase price of this **Agreement**. **You** must keep this **Agreement**, **Your** sales invoice and receipt for the product **You** purchased. They are integral parts of this **Agreement** and **You** may be required to produce them in order to obtain service. **You** must maintain the **Covered Product** as recommended by the manufacturer's owner manual and warranty. Refer to the Declarations Page of this **Agreement**, or **Your** sales receipt or invoice to determine the term of this **Agreement**, whether **You** purchased a Replacement Plan or Repair Plan, and if there is a deductible required to obtain service.

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

I. DEFINITIONS

- (1) **"Obligor", "We", "Us" and "Our"**: The company obligated under this **Agreement**, **4warranty Corporation**, [10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville Florida 32256 (800) 867-2216], in all states except in Florida and Oklahoma where it is **LYNDON SOUTHERN INSURANCE COMPANY**, [10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738], Florida License No. 03698 and in Wisconsin where it is **The Service Doc Inc.**, [10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738].
- (2) **"You" and "Your"**: The purchaser of the **Covered Product(s)**.
- (3) **"Administrator"**: [New Leaf Service Contracts, LLC, 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 877.634.0964].
- (4) **"Selling Retailer"**: The entity selling the **Covered Product** and this **Agreement**.
- (5) **"Covered Product"**: The consumer item(s) which **You** purchased concurrently with and is covered by this **Agreement**.
- (6) **"New Product"**: means that there has been no prior owner of the **Covered Product** and the product has a full manufacturer's warranty as of the effective date of this **Agreement**.
- (7) **"Used Product"**: means any **Covered Product** that is not a New Product provided said Covered Product is not older than [three (3) years] from the date of purchase of this **Agreement**.

II. ELIGIBLE PRODUCTS

- (1) **MUSICAL INSTRUMENTS**: Guitars and basses such as electric guitars, electric basses, acoustic stringed instruments, including but not limited to banjos, acoustic guitars, lutes, mandolins, ukuleles, and zithers; drums and percussion instruments such as cymbals, electronic and acoustic drums, including but not limited to bass drums, bongos, conga drums, snare drums, steel drums, and tambourines; keyboards such as electric keyboards, pianos, organs, xylophones, harpsichords, and glockenspiels; band and orchestral instruments such as brass instruments, including but not limited to bells, gongs, trombones, trumpets, tubas, and horns, string instruments, including but not limited to, cellos, double basses, harps, violas, and violins, woodwinds, including but not limited to, bassoons, clarinets, flutes, oboes, saxophones, and contrabassoons; audio and DJ equipment such as mixers, monitors, recording and playback equipment, signal processors, power amps, PA systems, wireless systems, turntables, headsets, speakers, CD players, and karaoke machines; amplifiers such as tube combo amplifiers and solid-state amplifiers. Other instruments such as bagpipes music boxes, castanets, harmonicas, and maracas are included.
- (2) **MUSICAL INSTRUMENT ACCESSORIES**: The following external peripheral devices and/or add-on items that attach to **Your Covered Product** are covered: built in speakers on combo amplifiers, recording heads, potentiometers, motors, drum triggers, keyboard sensors, transport mechanisms, diaphragms, factory-programmed sounds and effects, guitar and bass effects pedals, microphones, cabinets on combo amplifiers, drum hardware, keyboard synthesizers, keyboard workstations, MIDI processors, sound modules, volume pedals, internal power supplies, power meters, switches, LED and LCD displays, and pickups and mechanisms and electrical parts connected to sliders, pots, faders, jack, and knobs.

III. REPLACEMENT PLAN

- (1) **TERM**: If **You** purchased a Replacement Plan, the term of this **Agreement** begins upon the shortest portion of the manufacturer's warranty and includes commercial use, which continues for the period indicated on the Declarations Page, **Your** sales invoice or receipt, or until a claim is paid, whichever occurs first. Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. A renewal service **Agreement** is not available for the Replacement Plan.
- (2) **COVERAGE**: **We** will replace **Your Covered Product**, when required, due to a mechanical or electrical breakdown, including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. The **Covered Product** will be replaced with a new or refurbished product of like kind or similar quality, up to the purchase price of the **Covered Product**, excluding sales tax and shipping and handling. The **Covered Product** must fail during normal usage. Any replacement product purchased with funds or provided as a result of a claim being paid under the terms of this **Agreement** will require the purchase of a new **Agreement** to receive coverage for the replacement product. There is [no deductible] under the Replacement Plan.
- (3) **LIMIT OF LIABILITY**: The limit of liability under the Replacement Plan is the purchase price of the **Covered Product** at the time of purchase, excluding sales tax, diagnostic fees, delivery and handling, not to exceed [ten thousand dollars (\$10,000)]. This **Agreement** shall expire upon replacement of **Your Covered Product** or issuance of a compensation check in lieu of replacement.
- (4) **WHAT TO DO WHEN YOUR COVERED PRODUCT FAILS TO OPERATE**: Do not return the **Covered Product** to the **Selling Retailer** where **You** purchased **Your Covered Product**. Contact the **Administrator** and **You** will be advised on how to obtain replacement.
 - Call the toll-free number at [877.634.0964].
 - **You** may be required to provide the original sales receipt in order for a claim to be processed. Products found to be non-defective will be returned to **You**. **You** are responsible for all costs of postage, insurance, packaging and shipping. Please make sure **Your Covered Product** is properly protected with bubble wrap or other protective materials. Replacement will not be provided if **Your Covered Product** is damaged in shipping.
- (5) **WORLDWIDE SERVICE**: Worldwide Service protects **Your Covered Product** during the coverage period when you travel overseas. If **Your Covered Product** fails while overseas, contact the **Administrator** via e-mail at [internationalsupport@newleafsc.net] to leave a message for warranty support; or you may call collect, [855.620.9048]. **You** may be required to ship the **Covered Product** to an authorized failure verification depot before the replacement can be approved.]

III.B. REPAIR PLAN

- (1) **TERM:** [For the Date of Purchase Repair Plan, the term of this **Agreement** begins on the product date of purchase and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. Coverage is inclusive of the manufacturer's warranty and includes commercial use.] [For the Extension Repair Plan, the term of this **Agreement** begins upon the expiration of the shortest portion of the manufacturer's warranty and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty]. In the event **Your Covered Product** is being serviced by an authorized service center when this **Agreement** expires, the term of this **Agreement** will be extended until covered repair has been completed. **THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.**
- (2) **COVERAGE:** We will repair **Your Covered Product**, when required, due to a mechanical or electrical breakdown, including those experienced during normal wear and tear. Parts will be replaced with those of like kind and quality at our sole discretion. We may use new or remanufactured parts in repairing **Your Covered Product**. [If the **Covered Product** cannot be repaired, if the cost of its repair exceeds [the **Covered Product's** original purchase price], [or if parts are no longer available or have been discontinued by the manufacturer,] the **Covered Product** will be replaced as determined by **Us** with a product of like kind or similar features. [If the **Covered Product** cannot be repaired, **We** will refund the purchase price **You** paid for this **Agreement**.] [If replacement parts are not available for the **Covered Product** or have been discontinued by the manufacturer, **We** will refund the purchase price **You** paid for this **Agreement**.] **We** will repair or replace the **Covered Product**, at **Our** discretion, when required due to mechanical or electrical breakdown, including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. **You are responsible to backup all computer software and data prior to commencement of repair.** There is [no deductible] under the Repair Plan.
- A. **For Wood Instruments:** For products made of wood, this **Agreement** provides labor and/or materials required to repair cracks or breaks resulting from normal wear and tear including heat and humidity, or replacement in lieu of such repair at **Our** sole discretion. **NOTE: Any damage resulting from physical impact of or with Your Covered Product is not covered.**
- B. **For Guitars:** This **Agreement** also covers wooden cracks (excluding finishes) in guitars and drums that affect sound and playability, and defects to headstock, neck or body of guitars caused by defects in workmanship and/or materials.
- (3) **LIMIT OF LIABILITY:** **Our** limit of liability for **Your Covered Product** under the Repair Plan is the cost of authorized repairs and/or replacement as determined by **Us**, with a product of similar features, provided however, in no event will **Our** total liability for repairs and/or replacements exceed **Your** purchase price for the **Covered Product**, excluding sales tax, diagnostic fees, delivery and installation costs, not to exceed [ten thousand dollars (\$10,000)]. Upon replacement, there is no longer any obligation for the replaced product under this **Agreement**. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS **AGREEMENT** ARE **YOUR** RESPONSIBILITY.
- (4) **NO LEMON POLICY:** This **Agreement** provides that following the expiration of the manufacturer warranty term, and subject to **Our** Limit of Liability, after three (3) service repairs have been completed for the same problem on an individual product that requires a fourth repair, as determined by **Us**, **We** will replace it with a product of comparable performance or pay **You** the remaining Limit of Liability. If **We** replace **Your Covered Product**, there is no longer 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. Call the toll-free number at [877.634.0964]. All repairs must be authorized by the **Administrator** prior to performance of work. Claims on unauthorized repairs may be denied. **You** may be asked for a credit card number prior to service being performed. Many oversights, which are not covered under this **Agreement**, can be due to simple circumstances such as the **Covered Product** not being switched on, being unplugged, or a fuse blown at the junction box. For a **Covered Product** that uses batteries as the prime power supply, check that the batteries do not need replacing or recharging. If **You** refuse service on a covered item **You** may be billed for that service's applicable charge.
- (6) **SERVICE DELIVERABLES:** **You** will receive service on the **Covered Product** as described below:
[Carry-In: Unless otherwise provided in this **Agreement**, the **Covered Product** must be shipped or delivered and retrieved by **You** at **Our** authorized service center during normal business hours.]
[In-Home/On-Site: Service will be performed in **Your** home or [on-site] as indicated on the Declarations Page of this **Agreement**, or on **Your** sales receipt or invoice provided **You** have fulfilled the following requirements: (1) provide **Our** authorized technician with accessibility to the **Covered Product**; (2) provide a non-threatening and safe environment for **Our** authorized technician; and (3) an adult over the age of 18 must be present for the period of time **Our** authorized technician is scheduled to provide service and while **Our** authorized technician is on **Your** property servicing the **Covered Product**. In-Home Service will be provided 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 repairs outside of [twenty-five (25)] contiguous land miles or the normal service radius of **Our** authorized service center are not covered by this **Agreement**, and are **Your** responsibility.]
[Depot Service: If depot service is included with **Your** Agreement **We** will provide [3-way shipping] to and from a depot service center of **Our** choice.]
[Reimbursement: [If **We** reimburse **You** for rental expense or accidental damage as noted in the "COVERAGE For Lawn & Garden Equipment and Power Tools" section under "Repair Plan", **You** are responsible for paying the rental or repair service facility directly for rentals, any repairs, replacement parts, diagnostic fees, trip charges, sales tax and installation.] **How to file a reimbursement claim:** **You** must call **Us** at [877.634.0964] to file a claim. **You** must contact a manufacturer authorized service provider in **Your** area. **You** must contact **Us** at [855.608.4501] once **Your Product** has been diagnosis and provide the estimate needed for repair. **We** will provide **You** with an approval number. Once the repair has been completed, **You** must pay the service provider and email [claims@newleafsc.net] or fax [972.993.1512] **Us** a copy of the completed rental or repair invoice. The service facility or rental invoice must include the Make, Model and Serial Number of the **Covered Product**, the reason for repair and cause of loss of the **Covered Product**, an itemized list of the charges, proof of payment, and **Your** name, address and phone number. **We** will reimburse **You** with a check within two weeks. Failure to provide all claim documentation may result in claim denial.] If the **Covered Product** requires repair, **You** must obtain a proper repair authorization number prior to work being performed. [**We** are not responsible for delay in service or loss of use of the **Covered Product**.]
- (7) **[WORLDWIDE SERVICE:** Worldwide Service protects **Your Covered Product** outside the manufacturer's warranty when you travel overseas. If **Your** product needs repair overseas, **You** have three options to obtain a proper repair authorization number prior to work being performed. Contact the **Administrator** via e-mail at [internationalsupport@newleafsc.net] to leave a message for warranty support; or you may call collect. [855.620.9048]. **You** will need to carry the **Covered Product**, if applicable, into an authorized service center, have the service center provide an estimate for the repair and provide the estimate to the **Administrator**, using one of the options above, so repair can be approved. **You** will submit payment to the service center and then submit to the **Administrator** a copy of the detailed service repair invoice that identifies the covered product, the repair authorization number, and include a thorough description of the repair made. This documentation should be sent to the **Administrator**. The **Administrator** will reimburse you within thirty (30) days of receipt of all necessary paperwork, provided a covered repair was performed. Note: Worldwide service does not include shipping or on-site service.]
- (8) **[POWER SURGE PROTECTION:** This **Agreement** provides power surge protection from the product date of purchase in the absence of any other insurance coverage. If **Your Covered Product** is damaged as a result of a power surge, we will service **Your Covered Product** in accordance with the terms herein.]

IV. WHAT IS NOT COVERED

(A) Products not originally covered by a manufacturer's warranty; (B) Products with less than an original ninety (90) days manufacturer's parts and labor limited warranty; (C) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (D) Cleaning; Periodic checkups; preventive maintenance; (E) Any and all pre-existing conditions that occur prior to the effective date of this Agreement and/or any product sold used or "AS-IS", including but not limited to floor models, demonstrations models, etc.; (F) Part or repairs due to normal wear and tear unless tied to a breakdown, and items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, light bulbs, etc.; (G) Damage from accident, abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product; failure to follow the manufacturer's instructions; 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) Non-functional or aesthetic parts including but not limited to frames, cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (K) Unauthorized repairs and/or parts; (L) Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein; (M) Accessories used in conjunction with a Covered Product including but not limited to antennas, audio/video discs, cables, chargers, drum sticks, external power supplies and bulbs, speakers sold separately, strings, styluses, tapes, and vacuum tubes unless included in Section II "Eligible Products"; (N) Any other loss other than a covered breakdown; (O) Service where no problem can be found; noises; squeaks; breakdowns which are not reported during the term of this Agreement.

Specific to Musical Instruments: As related and applicable to Your Covered Product(s), this Agreement does not cover any failure, loss, repairs, or damages in connection with or resulting from: (1) damage to outside casing, cabinetry or frame of the Covered Product (except as explicitly stated under the "Repair of Wood Cracks" benefit); (2) any damage to recording media including any program, data or setup resident on any mass storage devices such as hard drives, CD-ROM devices, floppy diskettes, tape drives or tape backups as a result of the malfunctioning or damage of an operating part; (3) reception and transmission problems resulting from external causes; (4) consumer replaceable items such as strings, drum heads, or drum sticks; (5) stage construction materials; (6) maintenance including but not limited to alignment, tuning, and repairing finishes; (7) liquid or weather related damage to the Covered Product.

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 WILL NOT COVER LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

V.CONDITIONS

- A. **Renewal:** The Replacement Plans are not renewable. Repair Plans may be renewed at **Our** discretion.
- B. **Transferability:** This **Agreement** is nontransferable.
- C. **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.
- D. **Arbitration:** PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND **YOUR** RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT **YOU** MAY HAVE IN THE FUTURE RELATING TO THIS **AGREEMENT** AND **YOUR** DEALINGS WITH US MUST BE RESOLVED THROUGH BINDING ARBITRATION.

Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, **You**, **We**, and the **Administrator** (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision.

The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this **Agreement** by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this **Agreement**, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this **Agreement**, **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this **Agreement** between or among the Parties.

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

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the "Code"). The arbitration will take place before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. **You** have a right to attend the arbitration hearing in person. **You** may choose to have any arbitration hearing held in the county that **You** live in, the closest AAA location to **Your** residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879.

If **You** initiate arbitration with AAA, **You** must pay any AAA filing fee in effect at the time **You** initiate arbitration. **We** will pay all other remaining arbitration

costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator's services. If **We** initiate arbitration against **You**, **We** will pay **Your** filing fee and all costs associated with the arbitration. **We** shall bear the expense of **Your** reasonable and actual attorney's fees regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of **Your** Claims to be frivolous, **You** shall bear all of **Your** own expenses, including all attorney's fees.

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 rather than in arbitration.

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

If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding **Your** waiver of class-action rights or the Parties' acknowledgement of no agreement as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety.

In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this **Agreement** or any prior agreement, this Arbitration Provision governs.

YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US VIA CERTIFIED MAIL WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT.

- E. **Cancellation:** 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** of **Your** cancellation request within thirty (30) days from the date of purchase of the **Agreement** and **You** will receive a 100% refund of the full purchase price of the **Agreement**. If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed the cost of the contract or [\$50.00] whichever is less; or the state law for cancellation that apply to residents requesting cancellation. **We** may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment by **You**, or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) days prior to cancellation at **Your** last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.
- F. **Entire Agreement:** This is the entire Service **Agreement** between the parties, and no representation, promise or condition not contained herein shall modify these items.

VI. INSURANCE

THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY "LYNDON SOUTHERN INSURANCE COMPANY", [10151 DEERWOOD PARK BLVD, BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738], EXCEPT IN GEORGIA WHERE THE OBLIGOR IS INSURED BY "INSURANCE COMPANY OF THE SOUTH", [10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738], EXCEPT IN CALIFORNIA WHERE THE OBLIGOR IS INSURED BY "RESPONSE INDEMNITY COMPANY OF CALIFORNIA", [10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738] AND EXCEPT IN NEW YORK, RHODE ISLAND AND WISCONSIN WHERE THE OBLIGOR IS INSURED BY ["ATLANTIC SPECIALTY INSURANCE COMPANY", 605 NORTH HIGHWAY 169, SUITE 800, PLYMOUTH, MN 55441]. IF THE ADMINISTRATOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

FINANCIAL GUARANTEE

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

STATE REQUIREMENTS AND DISCLOSURES

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

Alabama: A twenty-five dollar (\$25) cancellation fee is applicable. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**.

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

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

California: For residents of California, the Administrator of this **Agreement** is [4warranty Corporation 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, Florida 32256]. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**. For all products other than home appliances and home electronic products, if the **Agreement** is cancelled: (a) within sixty (60) days of receipt of this **Agreement**, **You** shall receive a full refund of the purchase price of this **Agreement** provided no service has been performed, or (b) after sixty (60) days, **You** will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following

the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, **You** may contact BEAR at [1-800-952-5210], or **You** may write to Department of Consumer Affairs, [4244 S. Market Court, Suite D, Sacramento, CA 95834], or **You** may visit their website at [www.bear.ca.gov.] Informal dispute resolution is not available.

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

Connecticut: If **You** purchased this **Agreement** in Connecticut, **You** may pursue 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.** ARBITRATION section of this **Agreement** is removed.

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

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

Illinois: CANCELLATION section is amended as follows: If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less an administrative fee of 10% of the **Agreement** price or \$50.00.

Iowa: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **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 a **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 provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Agreement** to the provider.

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

Massachusetts: CANCELLATION section is amended as follows: The provider shall mail a written notice to the Service **Agreement** Holder, including the effective date of the cancellation and the reason for the cancellation at the last known address of the Service **Agreement** Holder contained in the records of the provider at least five (5) days prior to cancellation by the provider unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by the Service **Agreement** Holder relating to the **Covered Product** or its use. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**.

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

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

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

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

Nevada: 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. **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**. ARBITRATION section of this **Agreement** is removed.

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, **Administrator** will not automatically suspend all coverage. Rather, this **Agreement** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this **Agreement**.

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

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

paid or credited within sixty (60) days of receipt of a returned **Agreement**.

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

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

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

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

South Carolina: If **You** purchased this **Agreement** in South Carolina, complaints or questions about this **Agreement** may be directed to the South Carolina Department of Insurance, [P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180]. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**.

Texas: If **You** purchased this **Agreement** in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, [P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. Obligor: 4warranty Corporation, 10151 Deerwood Park, Bldg. 100, Suite 500, Jacksonville Florida 32256 (800-867-2216) Lic #275]. 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.

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

EMERGENCY SERVICE: If **You** are unable to reach Administrator at 877.634.0964 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.

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 877.634.0964 and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail Administrator **Your** original repair bill along with the technician's report and a copy of the **Agreement** to the address at the top of this **Agreement** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

Wisconsin: ARBITRATION section of this **Agreement** is removed. CANCELLATION section is amended as follows: 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 **Your Agreement**, **You** must first return to the **Selling Retailer** or to the **Administrator** 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.

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