

AGREEMENT - Consumer Electronics / Wireless Service Plan

This 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 and it contains a **Dispute Resolution/Arbitration Agreement and Class Action Waiver**. **You** must keep this **Agreement**, with the proof of purchase of the **Agreement**, the proof of registration of the **Device**, and proof the **Device** passed the **Electronic Diagnostic Test**. 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 Device** as recommended by the manufacturer's owner's manual and device warranty. Refer to the email confirmation of the proof of purchase of this **Agreement** to determine the term of this **Agreement** and if there is a deductible required to obtain service. **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 DEVICE OR TO OBTAIN FINANCING; (2) THIS AGREEMENT DOES NOT REPLACE OR EXTEND THE MANUFACTURER'S WARRANTY, IF ANY, ON YOUR COVERED DEVICE.

I. DEFINITIONS:

- (1) **"We", "Us", "Our", "Provider" and "Service Provider"**: the company obligated under this **Agreement**, **4Warranty Corporation**, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 867-2216 Oklahoma License No. 521632566, in all states except in Florida where it is **Lyndon Southern Insurance Company**, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698, and in Wisconsin where it is **The Service Doc Inc.**, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 867-2216;
- (2) **"You", "Your", "Service Agreement Holder" and "Agreement Holder"**: the owner of the **Covered Device** and this **Agreement**;
- (3) **"Administrator"**: Warranty Life Global Services LLC, 16192 Coastal Highway, Lewes, Delaware 19958; 1-888-927-7269, except in California where it is **LOTSolutions, Inc.** 10751 Deerwood Park, Blvd, Suite 200, Jacksonville, Florida 32256; 1-844-202-0668.
- (4) **"Agreement" and "Service Agreement"**: this Consumer Electronics/Wireless Service Plan;
- (5) **"Agreement Purchase Date"**: the date shown on the proof of purchase confirmation email.
- (6) **"Authorized Service Center"** – independent service center recommended by Administrator. (e.g. Apple devices visit Apple store, Samsung & Pixel visit Ubreakifix.com, All others visit local repair provider.)
- (7) **"Authorization Number"**: number provided by Administrator for authorized repairs.
- (8) **"Selling Retailer"**: the entity offering this **Agreement** on **Your Covered Device**;
- (9) **"Covered Device"**: the electronics or wireless **Device** owned by **You**, and registered with the **Administrator**. The **Device** is required to be registered to be covered under this **Agreement**.
- (10) **"Current Market Value"** - the current value determined by **Us** excluding sales tax, delivery, and handling.
- (11) **"Breakdown"**: a failure due to a mechanical or electrical breakdown, including those experienced during normal wear and tear or caused by a direct result of a power surge;
- (12) **"Accidental Damage In Handling (ADH)"**: a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events.
- (13) **"Device"**: the consumer cell phone, tablet, or smart watch owned by **You**. Only one **Device** may be covered by this plan.
- (14) **"Deductible"**: the amount **You** are required to pay for each service/claim as shown on **Your** proof of purchase confirmation email.
- (15) **"Electronic Diagnostic Test"**: a test performed by **You** using the Warranty Life app. The use of the data from the **Electronic Diagnostic Test** is limited to determining the eligibility requirements for coverage.
- (16) **"Request Number"**: number provided by **Administrator** for the replacement of a **Covered Device**.
- (17) **"Waiting Period"** – the sixty (60) day period of time following the **Agreement Purchase Date** as shown on **Your** confirmation email. Any claim incurring within the **Waiting Period** is not compensable. The **Waiting Period** is waived for a **Covered Device** that is registered with the **Administrator** and has passed the **Electronic Diagnostic Test**.
- (18) **"Registration Date"** the date the **Covered Device** is registered with the Administrator.

REGISTRATION REQUIREMENT: YOU MUST REGISTER YOUR DEVICE AS SOON AS POSSIBLE. Your **Device** is required to be registered and pass the **Electronic Eligibility Test**. To register Your **Device** under this **Agreement**, **You** must first download the **Warranty Life** mobile application onto Your **Device**, which is available at the **Apple** or **Google** mobile stores. **You** hereby agree that data from Your **Device** may be transferred to and used by **Warranty Life** during the registration process and for purposes of administering the **Electronic Eligibility Test**. This data will not be used for any other reasons and may include **Personable Identifiable Information (PII)**. **Electronic Diagnostic Test** through the **Warranty Life** mobile application not performed on a registered **Device** is subject to a sixty (60) day **Waiting Period**.

II. SCHEDULE OF COVERAGES:

A. REPAIR/ REPLACEMENT PLAN:

(1) **Term:**

If **You** have a **Repair/Replacement Plan**, the term of this **Agreement** begins on the date shown on the proof of purchase confirmation email. The **Device** is required to be registered to be covered under this **Agreement**. Coverage for a **Breakdown** and covered defects is effective upon the expiration of the shortest portion of the manufacturer's warranty. Coverage is subject to the manufacturer's warranty, which applies first, and continues for period indicated on **Your** proof of purchase confirmation email, or when the **Limit of Coverage Liability** is reached, whichever occurs first.

If **You** purchased a **Repair/Replacement Plan** that includes **ADH** coverage, the term of the **Repair/Replacement Plan** under this **Agreement** is effective immediately upon the expiration of the shortest portion of the manufacturer's warranty, which applies first, and continues for period indicated on **Your** proof of purchase confirmation email, or when the **Limit of Coverage Liability** is reached, whichever occurs first.

In the event **Your Covered Device** is being serviced by an **Authorized Service Center** when this **Agreement** cancels or otherwise terminates, service will be provided until the covered repair or replacement has been completed.

(2) **Coverage:** We will repair or replace the **Covered Device**, at **Our** sole discretion, due to a **Breakdown**, including those experienced during normal wear and tear or from **ADH**. A **Breakdown** caused by a direct result of a power surge is also covered unless otherwise noted in the "**EXCLUSIONS-WHAT IS NOT COVERED SECTION**". Parts will be replaced with those of like kind and quality. **We** may use new or remanufactured parts. If the **Covered Device** cannot be repaired; if the cost of the repair exceeds the **Current Market Value** of **Your Covered Device**, if parts are no longer available or are discontinued by the manufacturer, the **Covered Device** will be replaced as determined by **Us** with a **Device** of similar quality and features. Coverage does not apply to accessories that are used in conjunction with or to enhance the performance of the **Covered Device**. In all cases where replacement is not possible **You** will be paid the **Current Market Value** of **Your Covered Device** as determined by **Us**, excluding sales tax, delivery, and handling. The **Agreement** ends upon payment of the **Current Market Value** of **Your Covered Device**. Any replacement **Device** will require the purchase of a new **Agreement**. For **Devices**, **You** may not be reimbursed for diagnostic or service fees for non-repairable **Devices**. **You are responsible to backup all software and data prior to commencement of repair.**

(3) **Limit of Coverage Liability:** **Our Limit of Coverage Liability** for **Your Covered Device** under the **Repair/Replacement Plan** is the cost of authorized repairs, or replacement as determined by **Us**, with a **Device** of like quality and similar features, provided however, in no event will **Our** total liability per occurrence for repairs or replacement exceeds the **Current Market Value** of **Your Covered Device**, excluding sales tax delivery, and handling.

Maximum repair occurrences are limited to a total number of two (2) in a rolling twelve (12) month period, based on the **Agreement Purchase Date** shown on **Your** proof of purchase confirmation email. If the **Device** is replaced a new plan is required for the replacement **Device**. If the **Current Market Value** of a **Covered Device** is paid, coverage ends.

(4) **How to Get Service:** **You** must contact the **Administrator** for the appropriate **Authorized Service Center** or to be advised on how to obtain a replacement. Contact <https://www.warrantylife.com/claims>. Claims may also be filed within the Warranty Life app. All claims must be reported within thirty (30) days of **Accidental Damage from Handling** or **Breakdown**. Claims not reported within thirty (30) days may be denied. All repairs must be authorized by the **Administrator** prior to performance of any work. **You** will receive an **Authorization Number** from the **Administrator**. **You** must retain this number and be prepared to present it to the **Administrator** for service. Claims on unauthorized repairs may be denied. **You** may be asked for a credit card number prior to service being performed.

(a) **Repair Service Deliverables:** There may be a deductible required to obtain repair service for **Your Covered Device** as indicated on **Your** proof of purchase confirmation email. **You** will be provided an **Authorization Number** by the **Administrator** and receive service on **Your Covered Device** as described below:

- **Carry-In:** Unless otherwise provided in this **Agreement**, **Covered Devices** must be delivered and picked up by **You** at the **Authorized Service Center** during normal business hours.
- **Depot:** **You are responsible** to ship or deliver **Your failed Device** to an **Authorized Service Center**. **Your Device** must be properly protected with bubble wrap or other protective materials. **We** are not responsible for and have no liability for any **Device** damaged in shipping. **Your repaired Device** will be mailed back to **You** at no charge.

(b) **Replacement Deliverables:** **You** will be required to provide a credit card number to pay the applicable deductible as indicated on proof of purchase confirmation email and secure the shipment of **Your failed Device** to **Our Administrator**. If **You** do not ship **Us Your failed Device** within fourteen (14) calendar days, **Your** credit card will be charged for the amount of the replacement unit.

- **Administrator** will issue **You** a **Request Number**. **You** must ship or deliver **Your failed Device** to an **Authorized Service Center** as directed. **We** will provide a shipping label to ship **Your failed Device**. **You** are responsible for the removal of Apple and Google accounts, disabling of Find my iPhone, and Factory Reset Protection (FRP Lock), where applicable or **You** may be subject to a fee of up to three hundred dollars (\$300.00) charged to the credit or debit card on file. Devices found to be non-defective will be returned to **You** and **Your** credit card may be charged for the replacement unit.
- The replacement unit will be mailed to **You** at no charge or alternatively at **Your** option, the cash equivalent paid to you based on the **Device Current Market Value** at the time of claim when received at the **Administrator's Authorized Service Center**.

B. REIMBURSEMENT PLAN:

- (1) **Term:** For the **Reimbursement Plan**, the term of this **Agreement** begins on the date shown on the proof of confirmation email subject to the **Waiting Period** defined above. In the event **Your Covered Device** is being serviced by an **Authorized Service Center** when this **Agreement** cancels or otherwise terminates, service will be provided until the covered repair or replacement has been completed.
- (2) **Coverage:** Subject to the **Limit of Coverage Liability**, during the term of this **Agreement**, if **Your Covered Device** experiences a **Breakdown**, **We** will reimburse **You** up to the **Limit of Coverage Liability** towards the repair or replacement of the **Covered Device**.
- (3) **Limit of Coverage Liability:** **Our Limit of Coverage Liability** for **Your Covered Device** under the **Repair/Replacement Plan** is the lesser of: the cost of authorized repairs, the replacement as determined by **Us**, with a device of like quality and similar features, or the **Current Market Value** of the **Covered Device**. In no event will **Our** total liability for repairs or replacement exceed the **Current Market Value** of **Your Covered Device**. Maximum repair occurrences are limited to a total number of two (2) in a rolling twelve (12) month period, based on the **Agreement Purchase Date** shown on the confirmation email. If the **Covered Device** is replaced, a new plan is required for the replacement device. If the **Current Market Value** of a **Covered Device** is paid, coverage ends.
How to Get Service: Contact the **Administrator** for the appropriate **Authorized Service Center**. Go online to [<https://www.warrantylife.com>]. Service may also be obtained within the Warranty Life app.
- (4) All repairs must be authorized by the **Administrator** prior to performance of work. Claims on unauthorized repairs may be denied. **Administrator** will provide information on **Your** claim options, including the location of the nearest repair center and claim settlement. You will receive an **Authorization Number** from the **Administrator**. You must retain this number and be prepared to present it to **Administrator** for service. Reimbursement will be provided only for the parts and labor to repair the **Covered Device**.
Claim for reimbursement must be reported to the **Administrator** within thirty (30) days following the date of the repair. Claims for reimbursement not reported within thirty (30) days may be denied.

C. ACCIDENTAL DAMAGE IN HANDLING (“ADH”): Your Covered Device is protected against **ADH** such as drops and liquid spills. **ADH** only covers operational or mechanical failure caused by a single accident from handling and does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the **Covered Device**, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between **You** and a service provider and any other limitations listed in the **“EXCLUSIONS - WHAT IS NOT COVERED”** section of this **Agreement**. Any resultant damage from this type of treatment is NOT covered by this **ADH** program. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information will result in claim denial. **ADH** coverage is subject to the same liability and occurrence limits as stated in **Section A. REPAIR/ REPLACEMENT PLAN, Limit of Coverage Liability**.

- III. EXCLUSIONS - WHAT IS NOT COVERED:** (A) Device 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; (B) Cleaning; Periodic checkups; preventive maintenance; (C) Any and all pre-existing conditions that occur prior to the effective date of this Agreement; (D) Part or items normally designed to be periodically replaced during the life of the Covered Device, including but not limited to batteries, light bulbs, etc.; (E) Damage from mishandling (unless You purchased or received an Agreement that includes ADH coverage) abuse, misuse, introduction of foreign objects into the Covered Device, unauthorized modifications or alterations to a Covered Device; failure to follow the manufacturer’s instructions; 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; (F) Loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (G) Incidental, consequential or secondary damages or delay in rendering service under this Agreement; loss of use during the period that the Covered Device is at an Authorized Service Center or awaiting parts; (H) Any Device used in a commercial setting or rental basis; (I) Non-functional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (J) Unauthorized repairs and/or parts; (K) Cost of installation, setup, diagnostic charges, removal or reinstallation of the Covered Device, except as provided herein; (L) Accessories used in conjunction with a Covered Device; (M) Any other loss other than a covered Breakdown; (N) Service where no problem can be found; noises; squeaks; or Breakdowns which are not reported during the term of this Agreement; (O) Failures due to an inherent design flaw from the manufacturer;
- a. **Specific to Electronics:** In addition to any applicable exclusions listed above, this Agreement only covers the operating condition of Your Covered Device and does not cover (1) non-operating or external parts, e.g. glass protection; protective cases; housings; (2) any installed accessory item; (3) any external antennae or external antennae system; any expansion of the channel or frequency range capabilities of the Covered Device; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power and power connectors and connections; reception or normal signal; and (4) External speakers; external remote controls; external phonograph cartridges and external stylus; headphones.
 - b. **Specific to Wireless Devices:** In addition to any applicable exclusions listed above, We do not cover damage due to (1) any device with illegal serial numbers or IMEI’s or any device with unique identification numbers that have been altered, defaced or removed; and (2) any device with an IMEI number determined to be lost or stolen from a previous owner by Administrator.
 - c. **Specific to Devices to be Mounted and used in a Stationary Manner:** In addition to any applicable exclusions listed above, We do not

cover damage due to (1) damage done during transportation and setup of the Covered Device and (2) power surges.

IV. **CONDITIONS:**

RENEWAL: This **Agreement** is a monthly term **Agreement** and will continue as long as renewal payments are made by **You** as scheduled. The **Agreement** will automatically renew monthly unless cancelled by **You** or **Us** or non-renewed by **Us**.

TRANSFERABILITY:

This **Agreement** is non-transferrable to a new owner. Coverage under this **Agreement** is transferrable to another **Device** owned by **You**, subject to the registration requirement provision in this **Agreement**.

TERRITORIES: The **Agreement** territory is limited to the geographic area of the United States of America, including Alaska, District of Columbia, and Hawaii. The territory 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.

CANCELLATION:

- A. Monthly term **Agreement**., **You** may cancel this **Agreement** at any time during the monthly term by visiting <https://www.warrantylife.com>. Cancellations may also be processed within the Warranty Life app. If **You** cancel during a billing cycle, **You** will not receive a refund of any payment amount **You** have paid, but will continue to be eligible for benefits under this **Agreement** through the end the last day of the billing cycle for which **You** have paid in full. Following the final day of the last billing cycle for which **You** have timely paid, **You** will no longer be eligible for benefits under this **Agreement** and this **Agreement** will terminate.
- B. If **You** received this **Agreement** from the **Selling Retailer** at no cost, no refund is due in the event of cancellation.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON-MOSS WARRANTY ACT: **You** agree and acknowledge that an additional fee was paid for this **Agreement** that is separate and apart from the purchase price **You** paid for the **Covered Device(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 Device(s)**. **You** further agree and acknowledge that **We**, and the **Administrator** under this **Agreement**, are not the supplier of the **Covered Device(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."

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 DEVICE, 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.

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.

ENTIRE AGREEMENT: This **Agreement** and the email confirmation of the proof of purchase of this **Agreement** 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**.

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 URL: American Arbitration Association 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. 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.

INSURANCE:

OUR 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.

STATE REQUIREMENTS AND DISCLOSURES

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

Alabama: If the **Agreement 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. **CANCELLATION** section is amended as follows: If **We** elect to cancel the **Agreement**, **We** shall mail **You** a written notice with the effective date of cancellation and the reason to the last known address contained in **Our** records, five (5) days prior to cancellation effective date by **Us**. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is 1) nonpayment of the **Agreement** fee; 2) a material misrepresentation by the **Agreement Holder** relating to the covered purchased item(s) or its use; or 3) a substantial breach of duties by the **Agreement Holder** relating to the **Covered Device** or its use. If **We** elect to cancel this **Agreement**, a ten percent (10%) penalty per month will be added to a refund not paid or credited by **Us** within forty-five (45) days of receipt of returned **Service Agreement** to **Us**.

Arizona: **CANCELLATION** section A. is amended as follows:

If **We** or **You** elect to cancel this **Agreement** prior to its expiration date, **We** shall provide **You** with a pro-rata refund after deducting any claims paid, and administrative expenses. The administrative fee may not exceed seventy-five (\$75) dollars or ten percent (10%) of the **Agreement** fee, whichever is less. The administrative fee or expense may not exceed the amount of the refund due to the **Agreement Holder**. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. The **Provider** fee is the purchase price for which **You** paid for this **Agreement**. **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, (602) 364-2499. Exclusions listed in the **Agreement** apply once the **Covered Device** is owned by **You**.

Arkansas: **CANCELLATION** section A. is amended as follows: If the **Agreement Holder** elects to cancel this **Agreement** within ten (10) days of receiving the **Agreement**, or within twenty (20) days of receiving the **Agreement** through mail service, and no claims were made, the full purchase price of the **Agreement** shall be refunded to the **Agreement Holder**. If **We** cancel this **Agreement**, **We** shall mail **You** a written notice with the effective date of cancellation and the reason to the last known address contained in **Our** records within fifteen (15) days of the date of termination. If **We** cancel, we will provide a pro rata refund of the unearned portion of the **Agreement** fee less the amount or value of any claims paid shall accompany the notice of cancellation unless the reason is for nonpayment. A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days of return of the **Service Agreement** to the **Provider**. If **We** cancel this **Agreement**, prior notice is not required if the reason for cancellation is 1) nonpayment of the **Agreement** fee; 2) a material misrepresentation by the **Agreement Holder**; or 3) a substantial breach of duties by the **Agreement Holder** relating to the **Covered Device** or its use. **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 A. is amended as follows: If **You** elect to cancel this **Agreement** and the refund due is not paid or credited to **Your** account within thirty (30) days after **We** receive written notice of cancellation provided no service has been performed, the amount of the required refund or credit shall bear interest, payable to **You**, at the rate of ten (10) percent per annum for each additional thirty (30) days or fraction thereof. 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. Performance to **You** under this **Service Agreement** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **Service Agreement** has been denied or not been honored within sixty (60) days after your request. The name and address of the insurance company's Response Indemnity Company of California 10751 Deerwood Park Blvd., Suite 200, Jacksonville, Florida 32256.

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 **Covered Device** and cost of repair, and include a copy of this **Agreement**. **CANCELLATION** section A. is amended as follows: **You** may cancel this **Agreement** if **You** return the **Covered Device** or the **Covered Device** is sold, lost, stolen, or destroyed.

District of Columbia: **CANCELLATION** section A. is amended as follows: This **Agreement** may be cancelled by **Us** only for non-payment of the **Provider** fee, material misrepresentation, or fraud. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the 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** shall refund **You** one hundred percent (100%) of the unearned pro rata purchase price, 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**. **Florida**: This **Agreement** is between the **Provider**, Lyndon Southern Insurance Company (License No. 03698) and **You**, the purchaser. **CANCELLATION** section A. is amended as follows: If **You** cancel this **Agreement**, return of **Provider** fee shall be based upon ninety percent (90%) of the unearned pro-rata **Provider** fee 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 **Provider** fee shall be based upon one hundred percent (100%) of the unearned pro-rata **Provider** fee less any claims that have been made or less the cost of repairs made on **Your** behalf. **The rate charged for this Service Agreement 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 A. is amended as follows: If **You** cancel the **Agreement** within thirty (30) days of the **Agreement Purchase Date**, **We** will refund **You** one hundred percent (100%) of the **Agreement** purchase price, less any claims paid. After thirty (30) days, **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 will 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.

Nothing contained in the arbitration provision shall affect **Your** right to file a direct claim against Insurance Company of the South. In the "**WHAT IS NOT COVERED**" section of this **Agreement**, exclusion (C) is removed and replaced with: Any and all pre-existing conditions known by **You** that occur prior to the effective date of this **Agreement** and/or any sold "AS-IS" including but not limited to floor models, demonstration models, etc.

Hawaii: **CANCELLATION** section A. 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** by **Us**.

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 A. 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. 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.

Illinois: **CANCELLATION** section A. is amended as follows: If **You** cancel within the first thirty (30) days of the **Agreement Purchase Date**, and no service request has been made, **You** are entitled to a full refund of the cost of this **Agreement** less a cancellation fee of the lesser of fifty dollars (\$50) or ten percent (10%) of the **Agreement** fee. If **Obligor** cancels this **Agreement** or if **You** cancel this **Agreement** after the first thirty (30) days of the **Agreement Purchase Date**, then **You** shall be entitled to a pro rata refund of the paid **Agreement** fee for the unexpired term, less an **Administrator** fee of the lesser or fifty dollars (\$50) or ten percent (10%) of the **Agreement** fee, and any actual service costs incurred by **Obligor**.

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.

Louisiana: **CANCELLATION** section A. is amended as follows: If **We** elect to cancel the **Agreement**, **We** shall mail a written notice to the **Agreement Holder** at the last known address contained in **Our** records, fifteen days prior to cancellation effective date by **Us**. Prior notice is not required if the reason for cancellation is 1) nonpayment of the **Agreement** fee; 2) a material misrepresentation by the **Agreement Holder**; or 3) a substantial breach of duties by the **Agreement Holder** relating to the **Covered Device** or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

Maine: **CANCELLATION** section A. 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 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 an **Agreement** is cancelled by the **Provider** for a reason other than nonpayment of the provider fee, the **Provider** shall refund to the **Service Agreement Holder** one hundred percent (100%) of the unearned pro-rata **Provider** fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the **Provider** fee paid by the **Service Agreement Holder** may be charged by the **Provider**. A monthly penalty equal to ten percent (10%) of the outstanding refund will be applied to a refund that is not paid or credited within forty-five (45) days after the return of the **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 A. is amended as follows: The **Agreement** may be canceled by **You** 1) Within twenty (20) days after receipt of the **Agreement** delivered by mail; 2) Within twenty (20) days after the date of delivery of **Agreement** if delivered to **You** at the time of sale; or 3) For a period of time not less than twenty (20) days as specified in the **Agreement**. **We** will refund one hundred percent (100%) of the purchase price of the **Agreement**, if **You** elect to cancel this **Agreement** and no claim has been made within twenty (20) days after the receipt of the **Agreement**. **We** will be subject to a ten percent (10%) penalty per month for refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement** to **Us**.

Massachusetts: CANCELLATION section A. 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 Device** 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** to **Us**.

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 A. 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 reason for the cancellation, to the last known mailing address at least fifteen (15) days prior to the effective date of the cancellation. **We** may cancel this **Agreement** with five (5) days' notice if the reason for cancellation is 1) nonpayment of the **Provider** fee; 2) a material misrepresentation by the **Service Agreement Holder** to the **Provider**; or 3) a substantial breach of duties by the **Service Agreement Holder** relating to the covered product or its use. **We** will be subject to a ten percent (10%) penalty per month for refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement** by **Us**.

Mississippi: IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- a. This **Agreement** includes a binding **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** agreement.
- b. 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.
- c. The results of the arbitration are final and binding on **You** and **Us**.
- d. In an arbitration one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- e. When **You** become a **Service 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.
- f. Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- g. 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 A. 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** to **Us**.

Missouri: CANCELLATION section A. 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** to **Us**.

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.

Montana: CANCELLATION section A. is amended as follows: If **We** cancel this **Agreement**, **We** will provide five (5) days' written notice of cancellation, including the effective date of the cancellation and the reason for the cancellation, to the last known mailing address **We** have on record. **We** may cancel this **Agreement** without notice if the reason for cancellation is 1) nonpayment of the **Provider** fee; 2) a material misrepresentation by the **Service Agreement Holder** to the **Provider**; or 3) a substantial breach of duties by the **Service Agreement Holder** relating to the **Covered Device** or its use. Insurance section

is amended as follows: Obligations of the **Provider** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy.

Nevada: CANCELLATION section A. is amended as follows: **We** may not cancel this **Agreement** except for fraud, material misrepresentation by the **Service Agreement Holder** in obtaining this **Agreement**, or in presenting a claim for service thereunder, non-payment by **You** or other breach of this **Agreement** by **You**, or if required to do so by a regulatory authority, or for other reason with required notice. 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 will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Agreement** by **Us**.

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 Device**, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the **Covered Device** 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** is subject to N.H. Rev. Stat. 542.

New Jersey: CANCELLATION section A. is amended as follows: If **We** cancel this **Agreement**, **We** will provide five (5) days' written notice of cancellation, including the effective date of the cancellation and the reason for the cancellation, to the last known mailing address **We** have on record. **We** may cancel this **Agreement** without notice if the reason for cancellation is 1) nonpayment of the provider fee; 2) a material misrepresentation or omission by the **Service Agreement Holder** to the **Provider**; or 3) 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** by **Us**. Insurance section is amended as follows: Obligations of the **Provider** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy.

New Mexico: CANCELLATION section A. 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** to **Us**.

New York: CANCELLATION section A. is amended as follows: If **We** cancel this **Agreement**, **We** will provide fifteen (15) days' written notice of cancellation, including the effective date of the cancellation and the reason for the cancellation, to the last known mailing address **We** have on record. **We** may cancel this **Agreement** without notice if the reason for cancellation is 1) nonpayment of the **Provider** fee; 2) a material misrepresentation by the **Service Agreement Holder** to the **Provider**; or 3) a substantial breach of duties by the **Service Agreement Holder** relating to the **Covered Device** or its use. **We** will refund one hundred percent (100%) of the purchase price of the **Agreement**, if **You** elect to cancel this **Agreement** and no claim has been made within twenty (20) days after the receipt of the **Agreement**. **We** will be subject to a ten percent (10%) penalty per month for refunds not paid or credited within thirty (30) days of receipt of returned **Agreement** by **Us**.

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 A. 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**. **You** may cancel this **Agreement** any time after the date of purchase and receive a pro rata refund less any claims paid on the **Agreement** and a reasonable administrative fee, not to exceed ten percent (10%) of the amount of the pro rata refund.

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 **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** section A. 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 A. 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 Arbitration agreement is not applicable for Oregon. Any arbitration must be by mutual agreement and conducted under local rules as required under ORS Chapter 36.

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 A 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** by **Us**. If **You** purchased an automatic renewal **Agreement**, a renewal notice will be sent no less than thirty (30) days, not to exceed sixty (60) days before the cancellation deadline to the **Agreement Holder**. This **Agreement** shall not be revised or modified without the **Agreement Holder's** written consent.

Texas: If **You** purchased this **Agreement** in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. **Administrator:** Warranty Life Global Services LLC, 16192 Coastal Highway, Lewes, Delaware 19958; 1-888-927-7269 License # 373. **CANCELLATION** section A. is amended as follows This **Agreement** authorizes the **Agreement Holder** to cancel this **Agreement** at any time. If the **Agreement Holder** elects to cancel this **Agreement** before the thirty-first (31st) day after the date of purchase, **We** shall refund to the **Agreement Holder** the full **Agreement** purchase price, less any claims paid and **We** shall not impose any cancellation fees. If the **Agreement Holder** cancels the **Agreement** on or after the thirty-first (31st) day after the date of purchase, **We** shall refund the **Agreement Holder** the pro-rated **Agreement** purchase price, which would reflect the remaining term of the **Agreement**. **We** may impose a reasonable cancellation fee not exceeding fifty (50) dollars.

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 A. 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 the **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Agreement** or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to **You** at **Your** last known address and contain all of the following: (1) the **Agreement** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

Any matter in dispute between **You** and the company may be subject to **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** 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 **Us**. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

EMERGENCY SERVICE: If **You** are unable to reach **Administrator** 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 the **Agreement** to **Administrator** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

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.

Vermont: You are authorized to return this **Agreement** within twenty (20) days of receipt of this **Agreement**, if no claim has been made under the **Agreement**, **We** will refund **You** the full purchase price of the **Agreement** purchase price.

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 **Agreement** are replaced with **Service Provider**. **CANCELLATION** section A. 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** by **Us**. **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**. 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 **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 **Agreement** to **Administrator** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

Wisconsin: **CANCELLATION** section A. 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 Device** 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** by **Us**. 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 OF INSURANCE. If **Provider** fails to provide, or reimburse or pay for, a service that is covered under this **Agreement** within sixty (60) days after **You** provide proof of loss, or if the **Provider** 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 A. 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 **Our** records, at least ten (10) days prior to the cancellation effective date. Prior notice is not required if the reason for cancellation is 1) nonpayment of the **Agreement**; 2) a material misrepresentation by the **Agreement Holder** or; 3) a substantial breach of duties by the **Agreement Holder** relating to the **Covered Device** or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation. 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** by **Us**.