

THIS IS BEING PROVIDED FOR INFORMATION PURPOSES ONLY AND IS NOT A CONTRACT FOR COVERAGE

SERVICE AGREEMENT 4WC-BIKE.EBIKES (06/2025)

This Service Agreement is not a Contract of Insurance or a Warranty subject to the Federal Magnuson-Moss Act.
THIS AGREEMENT MAY NOT BE SOLD WITH A RENTAL OR LEASE PURCHASE TRANSACTION.

PLEASE READ THIS AGREEMENT CAREFULLY, as it describes the protection **You** will receive in return for **Your** payment of the **Agreement Purchase Price** of this **Agreement** and it contains a Dispute Resolution/Arbitration Agreement and Class Action Waiver. Refer to the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section for opt-out instructions. THIS **AGREEMENT** CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. **You** must keep this **Agreement**, and **Your** sales invoice or receipt for the product **You** purchased, as **You** may be required to produce them to obtain service and coverage under this **Agreement**. **You** must maintain **Your Covered Product**, according to recommendations or requirements, if any, of the manufacturer's owner's manual or any product warranty or the **Selling Retailer**. Refer to **Your** sales invoice or receipt 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 PRODUCT OR TO OBTAIN FINANCING FOR IT; (2) THIS AGREEMENT DOES NOT REPLACE NOR EXTEND THE MANUFACTURER'S WARRANTY OR SELLING RETAILER'S LIMITED PRODUCT WARRANTY, IF ANY, ON YOUR COVERED PRODUCT.

1. DEFINITIONS:

"Administrator": the entity performing administrative or operational functions pursuant to this **Agreement**, LOTSolutions, Inc., 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256 844-202-0173;

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

"Breakdown": Mechanical, electrical, or operational failure of **Your Covered Product** to perform its fundamental operation(s) in normal service as intended by the manufacturer due to defects in materials and/or workmanship, including those caused by a direct result of a power surge;

"Commercial": Non-residential settings which include rental, business, educational, industrial, institutional or any other multi-use organization other than a single-family household;

"Covered Product": Non-gas powered and new or factory refurbished qualifying item(s) indicated on **Your** sales invoice or receipt, which **You** purchased concurrently with and is covered by this **Agreement**, including bicycles, tricycles, mountain bikes, road bikes, e-bikes, e-scooters, and hoverboards;

"Covered Component": the electrical and mechanical components of **Your Covered Product** that are listed under **"COVERAGES"** in this **Agreement**;

"Deductible": the amount **You** may pay per repair for repairs covered under by this **Agreement** as indicated on **Your** sales invoice or receipt;

"Normal Recreational Riding": casual, non-commercial use by a single rider for leisure or personal transportation, following the manufacturer's guidelines;

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

"Purchase Price": the price **You** paid for this **Agreement**;

"Retail Cost": The price **You** paid for **Your Covered Product** at the time of purchase, excluding any applied discounts, sales tax, delivery and handling, or any additional fees.

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

"We", "Us", "Our", "Provider" and "Service Provider": the company or provider obligated under this **Agreement**, **4warranty Corporation**, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800-867-2216) 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

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

2. **WHEN YOUR AGREEMENT BEGINS AND ENDS**: The term of this **Agreement** is inclusive of any manufacturer's warranty that may exist during the coverage term, and this **Agreement** does not replace the manufacturer's warranty but provides certain additional benefits during the term of the manufacturer's warranty. Coverage for a **Breakdown** begins upon the expiration of the shortest portion of the manufacturer's warranty or the **Selling Retailer's** limited product warranty, except **Breakdown** due to power surge and tire & tube puncture, where applicable, which will begin on the **Agreement Purchase Date**. Coverage under **Your Agreement** will end upon expiration of the term shown on **Your** sales invoice or receipt, unless it is cancelled, or **We** have fulfilled **Our** obligations under this **Agreement** in accordance with the Limit of Coverage Liability. 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 the covered repair has been completed.

3. **COVERAGES:** Under this **Agreement**, **We** will cover the cost of repair or replacement of the **Covered Component(s)** listed below, at **Our** discretion, due to a **Breakdown** caused by **Normal Recreational Riding**. Replacement parts will be new, rebuilt, or non-original manufacturer's parts that perform to the factory specifications of the product, at **Our** sole option. Upon repair or replacement of a **Covered Component**, **We** will have no further obligation to repair or replace that specific component. Please refer to the **"WHAT IS NOT COVERED"** section as there may be exclusions that apply to the coverages listed below.

A. BICYCLES AND TRICYCLES:

Covered Components: **We** will cover the parts and/or labor necessary to repair or replace the following components in the event of a **Breakdown**:

- a. **Wheels:** Spokes, rims, hubs, and valve systems
- b. **Quick releases**
- c. **Fork, including skewers**
- d. **Crank assembly:** Chain wheels, crank arms, pedals, and bottom bracket
- e. **Brakes (excluding brake pads):** Lines, cables, levers, housing, rotors, hoses, fluid reservoirs, and calipers
- f. **Drive train:** Derailleur, shifters, cables, housing and freewheel, chains, cassettes and chain rings
- g. **Suspension:** Front and rear
- h. **Handlebar:** Bars, grips, and stem
- i. **Headset**
- j. **Pedals**
- k. **Saddle**
- l. **Seat:** Post, frame, rails, and collar
- m. **Accessories:** All functionally operational accessories physically attached to the **Covered Product** when purchased from the **Selling Retailer**.

Tire & Tube: During the first year of this **Agreement**, **We** will cover the parts and/or labor necessary to repair or replace a single tire and/or tube due to puncture. This benefit is limited to one repair or replacement.

B. E-BICYCLES, E-SCOOTERS AND HOVERBOARDS

Covered Components: **We** will cover the parts and/or labor necessary to repair or replace the following components in the event of a **Breakdown**:

- a. **Motor**
- b. **Controller**
- c. **Display/console**
- d. **Wiring harness**
- e. **Throttle** (if applicable)
- f. **Electrical sensors**
- g. **Pedal Assist System (PAS)**
- h. **Charging port**
- i. **Crankset** (crank arms and bottom bracket)
- j. **Hub** (motor or non-motor gears)
- k. **Fork suspension** (internal moving parts, e.g., dampers, springs)

4. LIMIT OF COVERAGE LIABILITY:

A. The Limit of Coverage Liability for each **Covered Component** is the cost to repair or replace that specific component. Once a **Covered Component** has been repaired or replaced, no further claims for that same component will be accepted under this **Agreement**. The aggregate Limit of Coverage Liability for this **Agreement** is the **Retail Cost** of **Your Covered Product**. Once the total amount paid or the costs of services rendered under this **Agreement** reaches the **Retail Cost** of **Your Covered Product**, **Our** obligations under this **Agreement** will be considered fulfilled.

5. HOW TO GET SERVICE: **You must contact the Administrator within 15 days of discovering a problem with the Covered Product.** Contact the **Administrator** by going online to www.4repairs.net or call the toll-free number at **844-202-0173** between the hours of 8:00 AM and 5:00 PM eastern standard time for the appropriate authorized service center. Prior to the **Administrator** dispatching service to **Your** location, the **Administrator** may request that **You** provide pictures of **Your** defective or damaged product. All repairs must be authorized by the **Administrator** prior to performance of work. Claims on unauthorized repairs may be denied. Many oversights, which are not covered under this **Agreement**, can be due to simple circumstances such as the **Covered Product** not being switched on, the battery not being charged, or a tripped onboard circuit breaker or fuse. For a **Covered Product** that uses batteries as the prime power supply, check that the batteries do not need replacing or recharging. **IF WE DISPATCH SERVICE AND THE FAILURE IS DETERMINED TO BE THE RESULT OF THE COVERED PRODUCT NOT BEING SWITCHED ON, THE BATTERY NOT BEING CHARGED, OR A TRIPPED ONBOARD CIRCUIT BREAKER OR FUSE, YOU WILL BE CHARGED FOR THAT SERVICER'S APPLICABLE TRIP CHARGE. IF YOU REFUSE SERVICE ON A COVERED ITEM AFTER WE HAVE DISPATCHED THE REPAIR SERVICER TO YOUR LOCATION YOU WILL BE BILLED FOR THAT SERVICER'S APPLICABLE TRIP CHARGE.**

6. SERVICE DELIVERABLES: There may be a **Deductible** required to obtain service for **Your Covered Product**. **You** will receive service on **Your Covered Product** as described below:

- **Carry-In:** Unless otherwise provided in this **Agreement**, **Your Covered Product** must be delivered and picked up by **You** at **Our**

authorized service center during normal business hours.

- **Depot:** At **Our** discretion, the **Administrator** will provide **You** with a prepaid shipping label for **You** to ship your failed **Covered Product** to **Our** repair facility. **You** may be responsible for a portion or all costs of postage, insurance, packaging, and shipping. **Your** product must be properly protected with bubble wrap or other protective materials. **We** are not responsible for and have no liability for product damaged in shipping. **Your** repaired product will be mailed back to **You** at no charge.
- **Reimbursement:** In the event that **Our** authorized service centers are not available as determined by **Us**, **You** may be required to find a service center to repair **Your Covered Product**, and **We** will provide reimbursement. Reimbursement will be provided only for the parts and labor to repair the **Covered Product**, less the **Deductible**, if applicable. **You** will be required to provide the **Administrator** with an itemized receipt for the repairs of the **Covered Product**.

7. WHAT IS NOT COVERED:

- (A) Products with less than a 12-month manufacturer's warranty or Selling Retailer guarantee at the time of purchase;
- (B) Parts with a lifetime warranty;
- (C) Products purchased under a lease or rental agreement;
- (D) 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;
- (E) Cleaning; Periodic checkups; preventive maintenance;
- (F) Any and all pre-existing conditions known to You or with Your knowledge that occur prior to the Purchase Date of this Agreement and/or any product sold "AS-IS", including but not limited to floor models, demonstrations models, etc.;
- (G) Part(s) requiring replacement 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 Covered Product (unless otherwise covered under this Agreement);
- (H) Accidental damage of any kind (except as noted in COVERAGES);
- (I) Damage from abuse, misuse, mishandling, introduction of foreign objects into or on the Covered Product, unauthorized modifications or alterations to a Covered Product; failure to follow the manufacturer's instructions for operation and care of the Covered Product, including routine maintenance; 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;
- (J) Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;
- (K) 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;
- (L) Any product purchased for or used at any time for Commercial purposes or on a rental basis;
- (M) Failures that occur outside of the 50 states of the United States of America and the District of Columbia;
- (N) Non-functional or aesthetic parts including but not limited to frames, cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents;
- (O) Unauthorized repairs and/or parts;
- (P) Cost of installation, removal, setup, diagnostic charges, of the Covered Product, except as specifically provided herein;
- (Q) Accessories used in conjunction with a Covered Product not installed by the seller or manufacturer Covered Product at the time of purchase;
- (R) Any other loss other than a covered Breakdown or those specified in COVERAGES;
- (S) Service where no problem can be found; noises; squeaks; odors; infestation; rust or corrosion; failures or breakdowns which are not reported during the term of this Agreement;
- (T) Any product with illegal, altered, defaced or removed serial numbers.
- (U) Additional exclusions specific to Your Covered Product:
 - a. Any components not specifically listed in COVERAGES;
 - b. Any damages or Breakdown caused by anything other than Normal Recreational Riding;
 - c. Batteries, defects or damage to bicycle/ebike frame, brake pads;
 - d. Defects or damage resulting from collision, abuse, misuse, abnormal use (including but not limited to stunt riding, racing or other similar activities not consistent with the intended use of the products), improper storage, abnormal exposure to liquid, chemicals, moisture, abrasives, sand or dirt, neglect, or abnormal physical, electrical or electromechanical stress;
 - e. Any and all cases in which the manufacturer of the product would not honor any warranty regarding the product;
 - f. Product that has the serial number or the bar code removed, defaced, damaged, altered or made illegible; Products with safety feature(s) removed, bypassed, disabled or altered;
 - g. Defects or damage caused by assembly, testing, operation, maintenance, installation, service, repair, or adjustment in a manner that varies from assembly instructions & owner's manual;
 - h. Repairs recommended by a repair facility not necessitated by a mechanical or electrical failure;
 - i. Loss or damage caused by prolonged non-use;
 - j. Damage caused during delivery, transit, improper packaging, including failure to properly secure the bicycle or scooter during transportation; user- facilitated minor adjustments and settings outlined in the product's owner's manual; inaccessible products or parts;

- k. **Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance, or use of the covered bicycle;**
- l. **In addition, with respect to the battery, this agreement does not cover loss, defects or damage caused by charging by a battery charger not intended or appropriate for use with the battery or the improper use of a battery charger; where any of the seals on the battery are broken or show evidence of tampering; or where the battery has been used in equipment other than the product for which it is specified.**

8. CONDITIONS:

- **Renewal:** Coverage under **Your Agreement** will end on the **Agreement expiration date** of **Your** coverage, unless it is renewed, cancelled or **Our** obligations under the **Agreement** become fulfilled in their entirety, in accordance with the Limit of Coverage Liability.
- **Transferability:** This **Agreement** is not transferrable.
- **Territories:** The **Agreement** territory is limited to the United States of America, including the District of Columbia, only. It does not include Mexico, Canada or U.S. Territories including but not limited to Guam, Puerto Rico, or U.S. Virgin Islands.
- **Subrogation:** If **We** pay or render service for a loss, **We** may require **You** to assign **Us** **Your** rights of recovery against others. **We** will not pay or render service for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived. **You** will be made whole, subject to the terms of this **Agreement** before **We** retain any amount **We** may recover.
- **Deductible:** There may be a service fee required to obtain service for in-home repairs.

9. 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.

10. Cancellation:

1. You may cancel this Agreement at any time by contacting the Selling Retailer or the Administrator.
 - If You cancel this Agreement within the first thirty (30) days of the Agreement Purchase Date, You will be refunded the full Agreement Purchase Price, less any claims paid. In the event You cancel this Agreement after thirty (30) days of the Agreement Purchase Date, You will receive a pro-rata refund based on the time expired, less the cost of claims paid.
2. We reserve the right to cancel this Agreement in the event of customer fraud, material misrepresentation, or failure to pay, cancellation may be immediate. In the event of cancellation for customer fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund will be issued. The notice of cancellation will include the reason and the effective date of cancellation. If We cancel this Agreement, You will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the Agreement Purchase Price, less the cost of claims paid.
3. Once this Agreement is cancelled, You will be subject to a thirty (30) day waiting period if You wish to purchase another Agreement.

11. **Entire Agreement:** This is the entire Agreement between the parties, and no representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this Agreement.

12. **INSURANCE: 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, 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.
13. **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.**
14. **LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT: You agree and acknowledge that You have paid an additional fee for this Agreement that is separate and apart from the Purchase Price You paid for the Covered Product(s). Because of that separately stated consideration, You agree and acknowledge that this Agreement is not part of the basis of the bargain for Your purchase of the Covered Product(s). You further agree and acknowledge that We, and the Administrator under this Agreement, are not the supplier of the Covered Product(s). Consequently, this Agreement is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".**
15. **LIMITATION OF LIABILITY: THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE COVERED PRODUCT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR SELLING RETAILER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS AGREEMENT.**
16. **STATE REQUIREMENTS AND DISCLOSURES:**
Alabama: CANCELLATION section is amended as follows: 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 product or its use. If We elect to cancel this Agreement, a ten percent (10%) penalty per month will be applied to Us for refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement.
Arizona: CANCELLATION section 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 Product is owned by You. **7. WHAT IS NOT COVERED (K)** is removed and replaced with the following: **"(K) 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."** **7. WHAT IS NOT COVERED (K)** is removed and replaced with the following: **"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;"** . **7. WHAT IS NOT COVERED (U) g.** is removed and replaced with **"Defects or damage caused by assembly, testing, operation, maintenance, or adjustment in a manner that varies from assembly instructions & owner's manual"**.
Arkansas: CANCELLATION section 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 unless cancellation is for nonpayment. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the service contract 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 product 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 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.

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

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

District of Columbia: **CANCELLATION** section 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 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 contract is not subject to regulation by the Florida Office of Insurance Regulation.** The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. **CANCELLATION** section is amended as follows: If **You** cancel the **Agreement** within thirty (30) days of the **Agreement** Purchase Date, **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 shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Agreement** to **Us**. **We** may cancel this **Agreement** for non-payment of the **Agreement** Purchase Price, material misrepresentation, or fraud. The notice of such cancellation shall be in writing and shall be sent no less than thirty (30) days before the effective date of such cancellation. The notice shall state the reason for, and effective date of, the cancellation. If **We** cancel this **Agreement**, **We** shall refund **You** one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price. Nothing contained in the arbitration provision shall affect **Your** right to file a direct claim against Insurance Company of the South.

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

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

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.

Illinois: **CANCELLATION** section is amended as follows: If **You** cancel within the first thirty (30) days of the **Agreement** Effective 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** Effective 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 \$50 or 10% of the **Agreement** fee, and any actual service costs incurred by **Obligor**.

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

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

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

Louisiana: CANCELLATION section 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 product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

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 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 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**.

Massachusetts: CANCELLATION section is amended as follows: The provider shall mail a written notice to the **Service Agreement Holder**, including the effective date of the cancellation and the reason for the cancellation at the last known address of the **Service Agreement Holder** contained in the records of the provider or **Administrator** at least five (5) days prior to cancellation by the provider unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by the **Service Agreement Holder** relating to the **Covered Product** or its use. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Agreement**.

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

Agreement shall be extended for the period of the strike or work stoppage.

Minnesota: CANCELLATION section is amended as follows: 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 contract holder to the provider; or 3) a substantial breach of duties by the service contract 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**.

Mississippi: IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This **Agreement** includes a binding **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** agreement.
- 2.) The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** agreement requires that any dispute related to **Your** coverage must be resolved by arbitration and not in a court of law.
- 3.) The results of the arbitration are final and binding on **You** and **Us**.
- 4.) In an arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When **You** become an **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.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.

7.) Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact **Our** toll-free assistance line at **(800) 867-2216**. **CANCELLATION** section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Agreement**.

Missouri: **CANCELLATION** section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Agreement**. **INSURANCE** section is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

Montana: **CANCELLATION** section 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 contract holder to the provider; or 3) a substantial breach of duties by the service contract holder relating to the covered product 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 is amended as follows: **We** may not cancel this **Agreement** except for fraud, material misrepresentation by the 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**. The cost of claims paid, or services provided will not, under any circumstances, be deducted from any refund issued pursuant to this **Agreement**. If **You** are not satisfied with the manner in which **We** are handling a claim under this **Agreement**, **You** may contact the Nevada Division of Insurance toll free at 888- 872-3234. This **Agreement** will not cover any unauthorized or non-manufacturer-recommended modifications to the **Covered Product**, or any damages arising from such unauthorized or non- manufacturer-recommended modifications. However, if the **Covered Product** is modified or repaired in an unauthorized or non- manufacturer-recommended manner, **We** will not automatically suspend all coverage. Rather, this **Agreement** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this **Agreement**.

New Hampshire: **CANCELLATION** section is amended as follows: **You** will receive a pro-rata refund based on the time expired less a seventy-five-dollar (\$75) cancellation fee, or ten percent (10%) of the **Agreement** Purchase Price (whichever is less) and the cost of claims paid will not be deducted from **Your** refund. 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 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 contract holder to the provider; or 3) a substantial breach of duties by the service contract 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**. 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 is amended as follows: **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this **Agreement** has been in force for a period of seventy (70) days, **We** may not cancel it before the expiration of the **Agreement** term or one (1) year, whichever occurs first, unless: 1) **You** fail to pay any amount due; 2) **You** are convicted of a crime which results in an increase in the service required under the **Agreement**; 3) **You** engage in fraud or material misrepresentation in obtaining this **Agreement**; or 4) **You** commit any act, omission, or violation of any terms of this **Agreement** after the effective date of this **Agreement** which substantially and materially increases the service required under this **Agreement**. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within sixty (60) days of receipt of a returned **Agreement**.

New York: **CANCELLATION** section is amended as follows: 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 contract holder to the provider; or 3) a substantial breach of duties by the service contract holder relating to the covered product 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**. **INSURANCE** section is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

North Carolina: **CANCELLATION** section is amended as follows: **We** may not cancel this **Agreement** except for non-payment by **You**

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

Oregon: Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least thirty (30) days prior to the date of termination. **CANCELLATION** section is amended as follows: **You**, the **Service Agreement Holder** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **Your Agreement** is returned to the provider. The 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 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. 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:** LOTSolutions, Inc., 10751 Deerwood Park Blvd, Suite 200, Jacksonville, FL 32256 (800-867-2216) Lic # 290. **CANCELLATION** section 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 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 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.

PAYMENT OF THIS CONTRACT IS PAID WITH CASH, CHECK OR CREDIT CARD BY THE CONTRACT HOLDER, DEPENDING

ON THE AGREEMENT OR PLAN SELECTED AND THE TERMS AND CONDITIONS DESCRIBED HEREIN. IF THE AGREEMENT IS MONTH-TO-MONTH, PAYMENT SHALL BE IN THE FORM OF CREDIT CARD OR DEBIT CARD.
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 ANY CLAIM WITHIN SIXTY (60) DAYS, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS AGREEMENT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.**

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: **CANCELLATION** section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within thirty (30) days of receipt of returned **Service Agreement**. **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 insurer. 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 is amended as follows: This **Agreement** may be cancelled by **Us** only for non-payment of the provider fee, material misrepresentation by **You** to **Us** or the **Administrator**, or substantial breach of duties by **You** relating to the **Covered Product** or its use. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If **We** cancel this **Agreement**, **We** or the **Selling Retailer** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. **We** may charge a reasonable administrative fee for cancellation, which may not exceed ten percent (10%) of the provider fee. If **You** cancel within thirty (30) days of receipt of **Your Agreement**, we shall issue **You** a full refund or credit to **Your** account for the full purchase price of this **Agreement**, if no claim has been made. If **You** cancel after thirty (30) days of receipt of **Your Agreement**, **We** shall issue **You** a refund for 100 percent of the unearned pro-rata provider fee, less any claims paid. **You** must first return to the **Selling Retailer** or to the **Obligor** should the **Selling Retailer** not be available. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible and within one (1) year after the time required by this **Agreement**. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement**. In the event of a total loss of property that is not covered, **You** shall be entitled to cancel the **Agreement** and receive a pro rata refund of any unearned provider fee, less any claims paid (No cancellation fee will be assessed in this situation). **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** 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: 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 product 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**.