



TERMS OF SERVICE CONTRACT

Throughout this Contract the words “We”, “Us” and “Our” refer to Generali Warranty Services, 7 World Trade Center, 250 Greenwich St, 33rd Fl. New York, NY 10007 (833) 985-1503 the Obligor of this Contract in all states except Florida. “New Leaf” refers to New Leaf Service Contracts, Inc., the Administrator of this Contract. “Seller” refers to Matrix Protection, the Seller of this Contract. “You”, “Your” and the “Customer” refer to the person contracting for Services covered by this Contract and whose name(s) appear on the Cover Page.

I. General Coverage Provisions

A. Coverage

1. **Matrix Protection is the Seller of this Contract. All obligations under this Contract are the responsibility of the Obligor.**
2. **Coverage will only apply to system and component malfunctions used in your home explicitly listed as “Included.” Malfunctions which existed on the Coverage Period Start Date will be covered only if the malfunction was unknown and could not have been detectable by visual inspection or simple mechanical test. Certain items may not be covered by this Contract. Refer to the “Covered Systems and Components” and “Limitations and Exclusions” sections on the following pages for coverage details. Coverage is only available for homes located in the United States.**
3. **This Contract does not cover known defects.**
4. **THE OBLIGOR AND THE ADMINISTRATOR ARE NOT AUTHORIZED REPAIR TECHNICIANS and will not actually be performing the repair or replacement of any systems or components.**
5. **Obligor’s obligation to pay for the repair or replacement of Covered Systems and Components due to normal wear and tear under this Contract is limited to the lesser of the depreciated value of the system or component or appliance or for heating or cooling equipment (HVAC), within the first three (3) months of coverage a \$500 repair or replacement maximum will be paid which will increase to \$2,000 after the three (3) months for the remainder of the Coverage Period. For appliances, plumbing, electrical and any Optional Coverage, Section VI, selected in the first three (3) months, a \$150 maximum will be paid which will increase to \$500 after the three (3) months for the remainder of the Coverage Period. For the built-in microwave, in the first three (3) months, a \$125 maximum will be paid which will increase to \$250 after the first three (3) months for the remainder of the Coverage Period, subject to the further limitations set forth herein. Without proper maintenance records, the maximum payout on any system or appliance is \$150.**
6. **This is not a contract for insurance. Obligations of the Obligor under this Contract are insured under a reimbursement insurance policy. THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY GENERALI WARRANTY SERVICES, 7 WORLD TRADE CENTER, 250 GREENWICH ST, 33RD FL. NEW YORK, NY 10007 (833) 985-1503. IF THE ADMINISTRATOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS. IN WASHINGTON, OBLIGATIONS OF THE SERVICE CONTRACT PROVIDER UNDER THIS CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER. IF ANY PROMISE MADE IN THE CONTRACT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT GENERALI WARRANTY SERVICES AT (833) 985-1503.**

B. Definitions

1. "Matrix" means Matrix Protection .
2. "Administrator" means New Leaf Service Contracts, Inc.
3. "Authorized Repair Technician" means the service contractor Administrator dispatches in response to Your request for Service.
4. "Contract" means this service contract between You and Obligor including the Cover Page.
5. "Cover Page" means the page attached to this Contract that includes Your specific coverage information. The Cover Page is part of this Contract. No coverage will be provided that is not listed in the Cover Page.
6. "Coverage Period Start Date" means the date listed on the Cover Page.
7. "Coverage Period" means the duration of time identified on the Cover Page.
8. "Covered Systems and Components" means systems and components as specifically described herein as "Included" and that are located inside the confines of the main foundation of the Covered Property and are in proper working order on the Coverage Period Start Date or become inoperative due to normal wear and tear, including breakdowns due to insufficient maintenance if at the time the issue or breakdown was unknown. Components shall be considered in proper working order if no defect is known or would have been detectable by a visual inspection or mechanical test on the Coverage Period Start Date. Attached garages, detached garages, exterior pools, spas, well pumps, septic tank pumps and air conditioners are included in this definition.
9. "Covered Property" means the address that is eligible for coverage and identified on the Cover Page. The Covered Property must be for residential single-family home, town home or condominium (including manufactured housing, which must be anchored to a permanent foundation and not moved during the duration of this Contract) under 5,000 square feet but excludes commercial property or residential property used for commercial purposes.
10. "Home Owner" means the Customer.
11. "Obligor" means Generali Warranty Services, 7 World Trade Center, 250 Greenwich St, 33rd Fl. New York, NY 10007 (833) 985-1503, in all states except Florida.
12. "Seller" means Matrix Protection.
13. "Service" or "Services" mean the diagnosis and performance of the work, including parts and labor, to repair or replace any Covered System and Component that becomes inoperable due to a mechanical failure caused by routine wear and tear in accordance with the provisions set forth in this Contract.
14. "Service Order Charge" means an amount due by You for a Service visit by an Authorized Repair Technician as listed on the Coverage Letter.
15. "We" and "Us" means the Obligor.
16. "You" and "Your" and the "Customer" means the person contracting for Services covered by this Contract and whose name(s) appear on the Cover Page.

II. Coverage Duration

A. Coverage begins on the Coverage Period Start Date and ends on the last day of the Coverage Period provided payment is made in full on or before the Coverage Period Start Date. Your Coverage Period is found on the Cover Page.

III. Payment

- A. You agree to pay for the Contract at the same time your request is submitted to us. Coverage under this Contract will be subject to at least a thirty (30) day waiting period. The waiting period commences from the date payment is received.
- B. Payments may be made annually. Your payment frequency is contained in the Cover Page.

IV. Service Calls

- A. You or Your agent (including tenant if specifically authorized by the Home Owner) must notify Administrator for Service Requests to be performed under this Contract within three (3) days of detecting a malfunctioning system or appliance and must be done before a repair or replacement takes place. Administrator will accept Service Requests 24 hours a day, 7 days a week, 365 days a year at 1.855.500.MATRIX (6287). To be covered, notice must be given to Administrator prior to expiration of this Contract. Maintenance records may be required when initiating a claim for a Covered Product.
- B. Administrator will dispatch Service Requests to an Authorized Repair Technician within 48 hours. If you should request Administrator to perform non-emergency Service outside of normal business hours, you will be responsible for any additional fees and/or overtime charges.
- C. In emergency situations Administrator will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service (emergency is usually considered to be loss of life or peril, but may also include failures of heating and air conditioning systems).
- D. Administrator has the sole and absolute right to select the Authorized Repair Technician to perform the Service; and Administrator will not reimburse for Services performed without its prior approval.
- E. You will pay the Service Order Charge of seventy five (\$75.00) dollars. The Service Order Charge is for each visit by an Authorized Repair Technician and will be paid directly to the Authorized Repair Technician at the time of service, except as noted below. The Service Order Charge applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is deemed Excluded, or denied. The Service Order Charge is due if you fail to be present at a scheduled time, or in the event you cancel a Service call at the time an Authorized Repair Technician is on the way to Your home or at Your home. Failure to pay the Service Order Charge will result in suspension of coverage until such time as the proper Service Order Charge is paid. At that time, coverage will be reinstated, but the Coverage Period will not be extended. The Service Order Charge is not included as part of the deductible or claim limit. In the event you fail to pay the Service Charge, you will not be able to schedule any additional service calls and your coverage under this contract may be suspended or terminated at the sole discretion of the Administrator.
- F. If Services performed under this Contract should fail, then Administrator will provide for the necessary repairs without an additional Service Order Charge for a period of 90 days on parts and 30 days on labor.
- G. No Services will be provided if the Authorized Repair Technician is prevented from entering a Covered Property due to the presence of animals, insects, unsafe conditions, or if the equipment is not easily accessible. In this event the Service Order Charge will still be payable.

V. Covered Systems and Components

The following systems and components are covered only to the extent items are labeled as “Included” below and are subject to all other provisions, limitations and exclusions in this Contract, including the Limitations and Exclusions section. Your specific Covered Systems and Components are listed on the Cover Page. Changes in Coverage initiated by You are assumed to be accepted unless the Contract is cancelled.

A. CLOTHES WASHER

INCLUDED: All components and parts important to the functionality of the product.

EXCLUDED: Plastic mini-tubs; soap dispensers; filter screens; knobs and dials; damage to clothing; door seals; containers; stooped up channels; obstructed lines; obstructed pipes and/or obstructed venting; and flush guides.

B. CLOTHES DRYER

INCLUDED: All components and parts important to the functionality of the product.

EXCLUDED: Venting; lint screens; knobs and dials, damage to clothing; door seals; containers; stooped up channels; obstructed lines; obstructed pipes and/or obstructed venting; and flush guides.

C. RANGE/OVEN/COOKTOP/STOVE (Gas or Electric; Built-in, or Free Standing)

INCLUDED: All components and parts important to the functionality of the product.

EXCLUDED: Clocks (unless they affect the cooking function of the oven); meat probe assemblies; rotisseries; racks; handles; knobs; sensi-heat burners will only be replaced with standard burners; door seals; burner bowls and covers; lighting and handles; glass; portable range/oven/cooktop/stove; range hoods; nonessential issues or variance from the norm; and frying pans.

D. DISHWASHER (Built-in)

INCLUDED: All components and parts important to the functionality of the product.

EXCLUDED: Doors; door cables; door glass; door seals; drip pans; flush guides; latches; filters and screens; water supply lines; interior lining; knobs and handles; lock and key assemblies; racks; rollers, secondary units; structural components; trays; tubs; and conditions of water flow restriction due to scale, minerals and other deposits.

E. MICROWAVE OVEN (Built-in)

INCLUDED: All components and parts important to the functionality of the product. Coverage is limited to one (1) microwave.

EXCLUDED: Interior linings; door glass; clocks; shelves; meat probe assemblies; rotisseries; door seals; lighting and handles; glass; portable, combo or countertop microwaves; restorative issues or variations from the norm; and components identifying with establishment or mounting.

F. KITCHEN FAN/EXHAUST HOOD

INCLUDED: Motors; switches, controls, bearings; and blades.

EXCLUDED: Whole house fans; belts; shutters; filters, and lighting.

G. GARBAGE DISPOSAL

INCLUDED: All components and parts important to the functionality of the product, including entire unit.

EXCLUDED: Problems and/or jams caused by bones and foreign objects other than food; customary junk transfer disappointments such as sticking and resetting; spines; rings; and components identifying with establishment or mounting.

H. INSTANT HOT WATER DISPENSER

INCLUDED: All components and parts important to the functionality of the product.

I. KITCHEN REFRIGERATOR w/Ice Maker

INCLUDED: One (1) refrigerator situated inside of the kitchen of the covered home. All components and parts important to the functionality of the product, including integral freezer unit.

EXCLUDED: Racks; shelves; ice crushers; water and ice dispensers and their respective equipment; water lines and valve to ice maker; mini fridges; wine coolers; sealed framework; interior thermal shells; freezers which are not an integral part of the refrigerator; food spoilage; door seals; lighting and handles; units moved out of the kitchen; refrigerant; refrigerant leaks; damage brought about by refrigerant leaks; and audio/visual components and internet connection equipment.

J. TRASH COMPACTOR (Built-in)

INCLUDED: All components and parts important to the functionality of the product.

EXCLUDED: Lock and key assemblies; removable buckets; door seals; and portable trash compactors.

K. STAND-ALONE FREEZER

INCLUDED: All parts and components important to functionality of the product that affect operation of the unit.

EXCLUDED: Ice makers, crushers, dispensers and related equipment; internal shell; racks; shelves; glass displays; lights; knobs and caps; dials; doors; door seals and gaskets; door hinges; door handles; glass; condensation pans; clogged drains and clogged lines; grates; food spoilage; leveling feet; Freon; disposal and recapture of Freon.

L. ATTIC FAN

INCLUDED: All components and parts important to the functionality of the product.

M. CEILING FANS AND BATHROOM EXHAUST FANS

INCLUDED: Motors; switches, controls, bearings; and blades.

EXCLUDED: Whole house fans; belts; shutters; filters, and lighting.

N. DOOR BELLS

INCLUDED: All components and parts important to the functionality of the product.

EXCLUDED: Door bells associated with Intercom Systems. Battery operated door bells.

O. GARAGE DOOR OPENER

INCLUDED: All components and parts of the garage door opener important to the functionality of the product, such as motors, chains, belts, gears, pulleys, sheave forks, axle bolts, and switches.

EXCLUDED: Garage doors; hinges and springs; Infra-red sensors; chains; tracks; rollers; adjustments; brackets; glass paneling; knobs; buttons; wall switches; lock cables; rails; drums; light bulbs; light coverings; mounting equipment and components; alarm system components; and remote receiving/transmitting devices.

P. CENTRAL AIR CONDITIONING SYSTEM (not exceeding 5 ton capacity and designed for residential use)

INCLUDED: Mechanical parts and components of one (1) centrally ducted air conditioning system; heat pump system, evaporative (swamp) cooler unit, as follows: accessible ductwork from the air conditioning unit to the point of attachment at registers/grills; air handler; blower fan motors; capacitors; compressor; condenser; condenser fan motor; condenser coil; evaporator coil; fan blades; refrigerant gas lines interior to the unit; internal system controls; internal wiring; motor (excludes dampers); primary

condensate drain pan; refrigerant (excludes reclamation); refrigerant filter dryer; refrigerant piping excluding inter-connecting line sets and geo-thermal piping); relays; reversing valves; switches and controls; and thermostats (electronic set back units will be replaced only with standard units).

EXCLUDED: Primary/secondary condensate, pumps, and lines; asbestos insulated ductwork or piping; concrete encased or inaccessible ductwork; dampers; filters (including electronic/electrostatic and de-ionizing filter systems); fossil fuel control systems and other energy management systems and controls; geothermal piping; heat recovery unit; humidifiers; interconnecting refrigerant lines (external of the Covered System); panels and/or cabinetry; registers and grills; recapture/reclaim of refrigerant; refrigerant leaks or damage caused by refrigerant leaks; structural components; water pumps, valves and lines (external of the condenser unit); condenser casings; pads; vents; flues; clogged lines; condensation leaks; mismatched systems; damaged ducts; wall units (except as noted above); zone systems or portable air conditioning units; jacks; window units, and water cooling towers. Gas or propane systems, including ammonia systems, and chilled water systems are not covered.

Q. CENTRAL HEATING SYSTEM (not exceeding 5 ton capacity and designed for residential use)

INCLUDED: Central heating is defined as the main heat source of the dwelling to include heat pump. Mechanical parts and components of one (1) system, either hot water and steam heating system or centrally ducted forced air/gas/electric heating system or electric baseboard units, if providing the primary source of heat in the dwelling, as follows: accessible ductwork from covered heating unit to point of attachment to register/grill; blower fan motors; burners; controls, fan blades; heat/cool thermostats (electronic set back units will be replaced only with standard units); heat exchangers; heating elements; igniter and pilot assemblies; internal system controls, wiring, and relays; motors (excludes dampers); and switches. Electric baseboard units are covered if they are the primary source of heating for the property.

EXCLUDED: Chimneys, flues, and liners; cleaning and re-lighting of burners; concrete encased or inaccessible ductwork; concrete encased stem or radiant heating coils or lines; conditions of water flow restriction due to scale, minerals and other deposits; fossil fuel control systems or other energy management systems and controls; dampers; asbestos insulated ductwork or piping; electric baseboard heat unless primary heating system in home; filters (including electronic/electrostatic and de-ionizing filter systems); fireplaces and their respective components and gas lines; free-standing or portable heating units; fuel storage tanks, lines, and filters; gas log systems, including gas feed lines; humidifiers; inaccessible water/steam lines leading to or from system; individual space heaters; maintenance and cleaning; panels and/or cabinetry; pressure regulators; radiant heating systems built into walls, floors or ceilings; registers and grills; secondary units; solar heating devices and components; zone systems or divider units; warmth lights; heating systems incorporated with dividers, roofs or floors; air cleaners; obstructed lines; pipes; heat exchanger; damper engines; timekeepers and clocks; curls; pipe perplexes; channeling; geothermal heating/cooling units; fire boxes; valves; water funneling; and structural components.

R. DUCTWORK

INCLUDED: All ductwork when repair or replacement of the heating and air conditioning unit is required.

EXCLUDED: Registers, grills, dampers, insulation and concrete encased ductwork; panels; regulators; crushed ductwork; diffusers; flue ducts; ductwork insulated by asbestos; and boxes. If access is required to normally inaccessible ductwork the servicer will only restore opening to a "rough finish" condition.

S. HOT WATER HEATER

INCLUDED: Mechanical parts and components of one (1) water heater, including circulatory pumps and domestic hot water coils attached to boilers, but excluding solar and heat recovery units. Mechanical failure resulting from sediment buildup.

EXCLUDED: Auxiliary and secondary holding/storage tanks; base pans; color or purity of water; flues; vent pipes/lines; insulation and insulation blankets; heat recovery units; any noise without a related mechanical failure; point of service and/or hot water dispensers; racks, straps; timers; depleted funneling; weight diminishing valves; leaks; and solar heaters, including all parts and components.

T. WHIRLPOOL BATHTUB

INCLUDED: Heaters, pumps, motors, gaskets, relays, impellers, timers, interior plumbing lines leading to and from the whirlpool bathtub.

EXCLUDED: Any plumbing lines encased in concert.

U. ELECTRICAL SYSTEM

INCLUDED: Standard mechanical parts or components located within the perimeter of the outer load bearing walls consisting of the following: ceiling fan motors and their controls (excluding transmitters and remotes); 2 garage door openers; interior standard light switches, outlets, junction boxes, ground fault interruptions, main breaker or fuse panel/box receptacles and general line voltage wiring.

EXCLUDED: Batteries; direct current (DC) wiring and systems; exterior wiring and components (except main panels mounted to exterior wall); any wiring or components servicing a detached structure; fire, smoke or carbon monoxide alarm and/or detection systems and batteries; doorbells; intercom equipment; garage door assemblies including door panels, tracks, rollers, hinges, cables and springs; intercom or speaker systems; lighting fixtures, load control devices; low voltage systems including wiring and relays; sending units, service entrance cables; telephone systems; timers; touch pad assemblies; transmitters and remotes; utility meter base pans; and wall fans. Failures and conditions caused by inadequate wiring capacity, circuit overload and power failure/shortage or surge, are not covered.

V. PLUMBING SYSTEM

INCLUDED: Breaks and leaks on exposed water, gas, and drain lines within the perimeter of the main dwelling. Authorized Repair Technician will clear all drain and waste line stoppages which can be cleared with 100 feet of sewer cable, EXCEPT the recurrence of stoppage within 15 days of a previous stoppage. Mechanical parts and components of the following: garbage disposal; interior hose bibs; shower and tub valves; toilet tanks, bowls, and toilet mechanisms within the toilet tank; a sump pump assembly located within the home and hard pipe installed.

EXCLUDED: Assembly parts within the water closet tank, toilet wax ring seal, plumbing fixtures, faucets, sewer ejector pumps, holding tanks, caulking, grouting, shower base pans, enclosures, tub, shower and diverter valves, pop-up drain parts and components, toilet tanks, toilet bowls, toilet lids or toilet seats. Also water restrictions cause by inadequate supply or improper design, rust or other deposits within the pipes, septic tanks, collapse of piping or damage caused by freeze or root damage. We will provide access to plumbing systems through unobstructed walls, ceilings or floors only, and will return the access point to a rough finish.

VI. Optional Coverage

The following coverages are available at the option of the Customer and cover only items specifically labeled as "Included" and are subject to all other provisions, limitations and exclusions in this Contract. Your optional coverage, if selected, is listed on the Cover Page.

A. IN GROUND POOL AND/OR SPA EQUIPMENT

INCLUDED: Filters; heaters; pumps; motors; gaskets; relays; impellers; timers; backflush valve and above ground plumbing lines leading to and from the pool or spa.

EXCLUDED: **Cleaning Covered System/Component; pool sweeps; concrete encased or underground plumbing; electrical lines and lights; structural defects; code violations; solar water heaters; liners; portable pools, spas or hot tubs; jets; control switches; computerized control boards; ornamental fountains, waterfalls; pool covers; fill line and fill valve; fuel storage tanks; heat pumps; plumbing; above ground pool or spa; or freeze damage.**

B. ADDITIONAL CENTRAL HEATING SYSTEM

INCLUDED: Optional coverage includes the same parts and components of one (1) additional central heating system as the primary unit described in the Covered Systems and Components section under "Central Heating System."

EXCLUDED: **All exclusions found in the Covered Systems and Components section for the primary central heating system.**

C. ADDITIONAL CENTRAL AIR CONDITIONING SYSTEM

INCLUDED: Optional coverage includes the same parts and components of one (1) additional central air conditioning system with a capacity of 5 tons or less as the primary unit described in the Covered Systems and Components section under "Central Air Conditioning System."

EXCLUDED: **All exclusions found in the Covered Systems and Components section for the primary central air conditioning system.**

D. WHOLE HOME WATER SOFTENER

INCLUDED: All components and parts.

EXCLUDED: **Leased or rented units.**

F. CENTRAL VACUUM

INCLUDED: All mechanical system components and parts important to the functionality of the product.

EXCLUDED: **Ductwork; blockages; nozzles; hoses; and accessories.**

G. SEPTIC SYSTEM

INCLUDED: Sewage ejector pump; jet pump; aerobic pump; septic tank and line from house.

EXCLUDED: **Leach lines; field lines; tile fields and leach beds; insufficient capacity; pump out; and cleaning.**

H. WELL PUMP

INCLUDED: All components and parts of well pump utilized for main dwelling only.

EXCLUDED: **Well casings; pressure tanks; pressure switches; hoisting or removal; piping or electrical lines leading to or connecting pressure tank and main dwelling; holding or storage tanks; and redrilling of wells.**

I. WHOLE HOUSE HUMIDIFIER

INCLUDED: All components and parts.

EXCLUDED: Filters or other consumable parts.

J. WINE REFRIGERATOR

INCLUDED: All components and parts.

EXCLUDED: Racks; shelves; mini fridges ; interior thermal shells; food spoilage; door seals; lighting and handles; units moved out of the kitchen; and audio/visual components and internet connection equipment.

K. FREE STANDING ICEMAKER

INCLUDED: All components and parts, including integral freezer unit.

EXCLUDED: Racks; shelves; ice crushers; water and ice dispensers and their respective equipment; water lines and valve to ice maker ; interior thermal shells; door seals; lighting and handles; units moved out of the kitchen; and audio/visual components and internet connection equipment.

L. PC/LAPTOP

You must register the product with serial number to be covered under this plan. Coverage beings 31 days after you have registered your Covered Product. This plan provides on-site service in areas where such service is commercially available. In areas where on-site service is not available, You will be directed to drop off the PC/Laptop at an authorized service center or to ship the PC/Laptop at your expense to a designated depot for repair.

INCLUDED: One desktop or one laptop computer; a modem or router built into the computer; mouse; keyboard; speakers

EXCLUDED: Computers not registered with Us; Apple or Macintosh computers or any product not equipped or not currently supported by a Windows Operating System version such as Windows Vista or newer and with a processor that is a Pentium 4 or newer, or its equivalent; inaccessible products or parts; computer peripherals except for those expressed in "INCLUDED," adjunct devices or any device that is not built into your computer's housing, such as monitors, printers, scanners, remotes, LCD screens on laptops, PCMCIA cards and accessories, DSL modems, and wireless routers. Should repair parts become unavailable, the Administrator/Obligor shall be excused from performance hereunder.

M. TELEVISION

You must register the product with serial number to be covered under this plan. Coverage beings 31 days after you have registered your Covered Product. This plan provides on-site service in areas where such service is commercially available. In areas where on-site service is not available, You will be directed to drop off the television at an authorized service center or to ship the television at your expense to a designated depot for repair.

INCLUDED: One flat panel television set and components built into the television

EXCLUDED: Any component or accessory outside the television; televisions not registered with Us; televisions more than five (5) years old at the time of registration; peripherals, adjunct devices or any devices not built into your television's housing such as DVDs, DVRs, VHSs, game consoles, and cameras; dismounting of failed product, transporting the product to the ASC and remounting the repaired or replace product;

N. ALARM SYSTEM

INCLUDED: All components and parts

EXCLUDED: Any wiring or parts located outside the main confines of the foundation of the home or not easily accessible; video cameras; video monitors; sprinkler alarms and systems; fire alarms and systems; alarm systems more than five (5) years old at the time of registration. Should repair parts become unavailable, the Administrator/Obligor shall be excused from performance hereunder.

O. Limited Roof Leak

INCLUDED: Roof leak repairs over active area of single family homes only

EXCLUDED: Areas such as patios, porches, decks; metal roofs; foam roofs; shingles; camwood shakes; cracked and/or missing material; tiles; tar and gravel; flat or built-up roofs; structural leaks; asphalt; gutters; downspouts; skylights; flashing; patio covers; solar components; attic vents; rook jacks; satellite components; antennas; and chimney components.

P. Plumbing and Lighting Fixtures

INCLUDED: Plumbing fixtures; faucet filters; shower heads; shower arms; electrical switches; smoke detector; florescent fixtures; outlets; dials; and knobs.

EXCLUDED: Any product not listed in "Included."

Q. Second Refrigerator

INCLUDED: All components and parts important to the functionality of the product.

EXCLUDED: Ice makers; ice crushers; beverage dispensers; freezer parts and components which are not essential to the refrigerator unit as a whole; and refrigerant damage caused by refrigerant leak.

R. Sump Pump

INCLUDED: All components of sump pump for ground water, provided the pump is within foundation of the covered home.

EXCLUDED: Portable pumps and sewer ejector pumps

S. Lawn Sprinkler System

INCLUDED: All mechanical components that affect operation.

EXCLUDED: Hydraulic systems; systems related to fire extinguishing; malfunction due to lack of water pressure; drip irrigation systems; damage due to freezing, pets, cars, or lawn care equipment; sprinkler heads.

VII. Limitations and Exclusions

All services, components and systems not specifically identified as "Included" in this Contract are hereby excluded even if not specifically identified. Coverage excludes products being used in a commercial setting or property or residential property used for commercial purposes.

A. Problems cannot always be diagnosed and repaired on the first service visit. Obligor is not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs.

B. Obligor is not responsible for providing access to or closing access from any covered

item which is concrete-encased or otherwise obstructed or inaccessible (including but not limited to beneath crawl spaces, floor coverings, systems, cabinets, etc.).

C. At times it is necessary to open walls or ceilings to make repairs. The Authorized Repair Technician obtained by Administrator will close the opening, and return to a rough finish condition, subject to the monetary limits of any Service or Covered System and Component. Obligor is not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or other surfaces. Similarly, Obligor is not responsible for the repair of any cosmetic damage or defects or performance of routine maintenance.

D. Electronic or computerized energy management or lighting and appliance management systems are excluded.

E. Services do not include the identification, detection, abatement, encapsulation or removal of asbestos, radon, gas, mold or other hazardous substances. If any hazardous materials are encountered in the course of performing the Services, the Authorized Repair Technician has no obligation to continue the work until such products or materials are abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require). Obligor shall have no obligation to arrange for and will have no liability for the removal of, failure to detect or contamination as a result of its failure to detect any asbestos, radon gas, mold or other hazardous products or materials. To protect against the potential hazards of lead-based paint, the U.S. Environmental Protection Agency (EPA) has implemented certain renovation requirements that may apply if a contractor disrupts certain painted surfaces. If the Services require the Authorized Repair Technician to cut into Your walls in order to access pipes and plumbing, the Authorized Repair Technician will be required to comply with EPA regulations, which may require an extension of time to complete the work.

F. Obligor is not responsible for special, indirect, incidental, consequential or secondary damage. This includes but is not limited to, repair of conditions caused by chemical or sedimentary build up, insect damage or infestation, mold, mildew, or bacterial manifestations, malicious mischief, misuse or abuse, unintentional or accidental loss or damage, spills, drops, collision with any other object, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, liquid immersion, theft, loss, intentional acts, riot, lightning, mud, earthquake, dirt, dust, sand, soil movement or soil settlement, hail, storms, accidents, animal or pest damage, general environmental conditions including but not limited to rust, corrosion, or Force Majeure Events (as defined below), failure due to excessive water pressure or any other perils are not considered loss or damage due to normal wear and tear.

G. OBLIGOR IS NOT LIABLE FOR INDIRECT, CONSEQUENTIAL OR ECONOMIC DAMAGES FOR LOSS OR DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE THE EQUIPMENT TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, AND YOU EXPRESSLY WAIVE THE RIGHT TO ALL SUCH DAMAGES.

H. Administrator has the sole right to determine whether a covered appliance, system or component will be repaired or replaced. Parts and replacements will be of similar or equivalent quality and efficiency to those being replaced subject to all other provisions, limitations and exclusions in this Contract. Where replacement equipment of identical dimensions is not readily available, Obligor is responsible for providing installation of similar quality equipment but not for the cost of construction or carpentry made necessary by different dimensions. Obligor is not responsible for upgrade or matching color or brand. Obligor is not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, Obligor will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of similar parts.

I. Obligor is not liable for repairs related to adequacy or capacity of appliances, components and systems in the home; improper installation, improper wiring and connections, design or previous repair of appliances, components and systems: problems or failures caused by a manufacturer's defect. Obligor is not liable for repairs related to costs of construction, carpentry, or other incidental costs associated with the alterations, modifications, or upgrades of all appliances, components or installation of different equipment and/or systems. Also, Obligor is not responsible for providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part including but not limited to 13 SEER, R-410A and/or 7.7 HSPF or higher compliant as well as any other efficiency mandated by federal, state, or local governments.

J. Obligor is not liable for the repair or replacement of commercial grade equipment, systems or appliances.

K. Obligor reserves the right to require a second opinion, at its own cost.

L. Obligor is not liable for no problem found, customer education, normal or routine maintenance. You are responsible for performing normal and routine maintenance. For example, you are responsible for any consumable part such as batteries or remote controls, providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement. Obligor will not be responsible for repairs of systems or components arising from a manufacturer's defect or recall or while still under manufacturer's or distributor's warranties. Obligor is not responsible for support or repair to software, loss or damage to stored data or software, data loss, or data loss during repair or replacement. Obligor's responsibilities will be secondary to any other warranty, including extended or in-home warranties, service agreements or insurance policies that exist for the included systems, components and appliances.

M. Obligor is not responsible for removal and hauling away of old equipment or appliances. Where available, you may choose to pay an additional fee by the service vendor for removal and/or disposal of an old system, component or appliance.

N. Obligor reserves the right to offer cash back in lieu of repair or replacement in the amount of Obligor's actual cost, which may be less than retail, to repair or replace any covered system, component or appliance.

O. Obligor will not pay for the repair or replacement of any covered systems or appliances if they are inoperable as a result of pre-existing conditions, deficiencies and/or defects.

P. Obligor and Administrator will not be the Authorized Repair Technician and Obligor and Administrator will not perform the Services hereunder. Obligor will only subcontract with Authorized Repair Technicians that meet its standards. You agree that Obligor is not liable for the negligence or the other conduct of the Authorized Repair Technician, nor is Obligor an insurer of the Authorized Repair Technician's performance.

Q. HOME OWNER's sole remedy under this Contract is recovery of the cost of the required repair or replacement, whichever is less. HOME OWNER agrees that, in no event, will Obligor's liability exceed limitations described in Section IA, Paragraph 5.

R. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

1. Obligor will not contract for services to meet current building or zoning code requirements or to correct for code violations, nor will it contract for services when permits cannot be obtained. Obligor will not pay for the cost to obtain permits.

2. When it is required to maintain compatibility with equipment manufactured to be 13 SEER, R410A and/or 7.7 HSPF or higher compliant, Obligor is not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code

requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

VIII. Miscellaneous Provisions

A. DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL; GOVERNING LAW; FAILURE TO ENFORCE NOT WAIVER; FORCE MAJEURE

1. It is the intent of both parties to resolve any disputes through negotiation between You and Obligor. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Contract. Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the dispute and the relief requested. The parties will respond to any initial and subsequent requests in a timely and complete manner.

2. The parties further agree that in the event any dispute between them relating to this Contract is not otherwise resolved, exclusive jurisdiction shall be in the trial courts located within the jurisdiction in which the Covered Property is located, any objections as to jurisdiction or venue in such court being expressly waived.

3. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

4. Unless otherwise required by the laws of the state where the Covered Property is located, this Contract shall be governed, construed and enforced in accordance with the laws of the State of Texas without regard to principles of conflicts of law.

5. ANY LEGAL OR JUDICIAL PROCEEDING COMMENCED BY OR ON BEHALF OF YOU UNDER THIS CONTRACT (INCLUDING THE ASSERTION BY YOU OF ANY COUNTERCLAIM, REGARDLESS OF WHETHER THE UNDERLYING PROCEEDING IN WHICH SUCH COUNTERCLAIM IS BEING ASSERTED WAS COMMENCED BY OR ON BEHALF OF PLAINTIFF) WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ACTIONS, COLLECTIVE ACTIONS AND OTHER SIMILAR REPRESENTATIVE PROCEEDINGS OF ANY KIND OR NATURE (WHETHER PURSUED THROUGH THE COURTS, THROUGH ARBITRATION OR THROUGH ANY OTHER JUDICIAL FORUM) ARE NOT PERMITTED. BY ENTERING INTO THIS CONTRACT YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST OBLIGOR OR ITS AFFILIATES ONLY IN YOUR INDIVIDUAL CAPACITY, AND MAY NOT BRING CLAIMS AGAINST OBLIGOR OR ITS AFFILIATES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION OR OTHER REPRESENTATIVE PROCEEDING.

6. Any failure by Obligor to assert a right or enforce a requirement under this Contract shall not be deemed a waiver of that or any other right or requirement and shall not preclude Obligor from asserting any right or enforcing any requirement at any time.

7. Obligor will make commercially reasonable efforts to fulfill its obligations under this Contract. Certain causes and events that are out of Obligor's reasonable control ("Force Majeure Events") may result in Obligor's inability to perform under this Contract. If Obligor is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then Obligor's obligations shall be suspended to the extent made necessary by such Force Majeure Event, and in no event shall Obligor be liable to You for its failure to fulfill its obligations or for damages caused by any Force Majeure Event. Force Majeure Events include, but are not limited to acts of God, fire, war, nuclear accident, flood, earthquake, hurricanes, tornadoes, and other natural disasters, acts of terrorism, civil disorder, acts of any governmental authority, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules or regulations of any governmental authority, and any other cause beyond Obligor's reasonable control.

B. USE OF PERSONAL INFORMATION

By entering into this Contract, You agree that any personal information that You provide to Seller, Obligor, and/or Administrator in connection with this Contract, whether required or not, constitutes permission for Seller, Obligor, and/or Administrator to add Your personal information to customer databases and to use and share your information as set forth in the Privacy Policies of the Seller, Obligor and Administrator. You may opt out of receiving marketing communications from Seller, Obligor, and/or Administrator as set forth in the Privacy Policy or as provided within any marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of emails).

C. ASSIGNMENT & TRANSFER OF CONTRACT & RENEWALS

1. If the Covered Property is sold during the term of this Contract You may transfer this Contract to the new owner by mailing, and providing the date of new ownership, new owner's name, complete address, and telephone number and an Administrator fee of fifty dollars (\$50) payable to New Leaf Service Contracts, Inc. A copy of the Contract is available upon request.

2. Obligor may assign this Contract, in whole or part, or any of its rights and obligations hereunder without Your consent, to the fullest extent allowed by law. Upon such assignment, You agree that Obligor shall have no further obligation to you. This Contract is not assignable by You without Obligor's prior written consent except as set forth above.

3. This Contract does not automatically renew past the first Covered Period but may be renewed at the option of Obligor/Administrator and where permitted by state law. In that event you will be notified of the prevailing rate and terms for renewal.

D. CANCELLATION

This Contract shall be noncancelable by Obligor, except for:

1. Nonpayment of Contract fees; or
2. Fraud or misrepresentation of facts material to the issuance of this Contract.

If You cancel within the first 30 days of the Coverage Period, and no service request has been made, You are entitled to a full refund of the cost of this Contract less an Administrator fee of the lesser of \$75 or 10% of the Contract fee (unless otherwise required by state law). The right to void this Contract within the first 30 days is not transferrable and is available only to the original purchaser of the Contract. If Obligor cancels this Contract or if You cancel this contract after the first 30 days of the Coverage Period, then You shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less an Administrator fee of the lesser or \$75 or 10% of the Contract fee (unless otherwise required by state law), and any actual service costs incurred by Obligor.

Alabama: A twenty-five dollar (\$25) cancellation fee is applicable. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

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

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

California: For residents of California, the Administrator of this Agreement is [New Leaf Service Contracts, Inc. 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 (877) 634-0964] CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service

Agreement. For all products other than home appliances and home electronic products, if the Agreement is cancelled: (a) within sixty (60) days of receipt of this Agreement, You shall receive a full refund of the purchase price of this Agreement provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Household Goods and Services (BHGS). To learn more about this process, You may contact BHGS at [1-800-952-5210], or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at [www. https://bhgs.dca.ca.gov/](http://www.bhgs.dca.ca.gov/). Informal dispute resolution is not available.

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

Connecticut: If You purchased this Agreement in Connecticut, You may pursue mediation 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. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed. CANCELLATION section is amended as follows: You may cancel this Agreement if You return the Covered Product or the Covered Product is sold, lost, stolen, or destroyed.

Florida: If You cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. If this Agreement is cancelled by the Provider or Administrator, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on Your behalf. The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation. ARBITRATION section of this Agreement is removed.

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

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

- Iowa:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.
- Maine:** CANCELLATION section is amended as follows: The provider of the Agreement shall mail a written notice to the service Agreement holder at the last known address of the service Agreement holder contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If an Agreement is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service Agreement holder one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the service Agreement holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the Agreement to the provider.
- Maryland:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.
- Massachusetts:** CANCELLATION section is amended as follows: The provider shall mail a written notice to the service Agreement holder, including the effective date of the cancellation and the reason for the cancellation at the last known address of the service Agreement holder contained in the records of the provider at least five (5) days prior to cancellation by the provider unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by the service Agreement holder relating to the Covered Product or its use. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.
- Michigan:** If performance under this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.
- Minnesota:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.
- Mississippi:** ARBITRATION section of this Agreement is removed.
- Missouri:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.
- Nevada:** CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement. ARBITRATION section of this Agreement is removed. In emergency situations that defects immediately endanger the health and safety of You, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if We determine that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, We will provide a status report to You no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3)

day period; 3) the current estimated time to complete the repairs or services; and 4) contact information for You to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made.

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

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

New Mexico: CANCELLATION section is amended as follows: If You are the original purchaser of this Agreement, You may return this Agreement and receive a refund if: (i) You have not made a claim under the Agreement; and (ii) You return this Agreement within twenty days after the date We mail You a copy of the Agreement or within ten days after You receive a copy of the Agreement if We furnish You with the copy at the time the Agreement is purchased.

We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this Agreement has been in force for a period of seventy (70) days, We may not cancel it before the expiration of the Agreement term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 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 (or each portion thereof) shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Agreement.

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

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

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

Oregon: Upon failure of the Obligor to perform under the Agreement, the insurer shall pay on behalf of the Obligor any sums the Obligor is legally obligated to pay and any service that the Obligor is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least 30 days prior to the date of termination. CANCELLATION section is amended as follows: You, the service

Agreement holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which Your Agreement is returned to the provider. ARBITRATION section of this Agreement is removed.

South Carolina: If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, [P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180].

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

Texas: If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, [P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202]. Obligor: Generali Warranty Services, LLC, 7 World Trade Center, 250 Greenwich St, 33rd Fl. New York, NY 10007 (833) 985-1503). Lic #XXX. 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. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

Utah: This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. CANCELLATION section is amended as follows: We can cancel this Agreement during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for non-payment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

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

EMERGENCY SERVICE: If you are unable to reach Administrator at [877.634.0964] and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Administrator Your original repair bill along with the

technician's report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this Agreement will apply.

Washington: All references to Obligor throughout this Agreement are replaced with Service Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement. We may not cancel this Agreement without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. You are not required to wait sixty (60) days before filing a claim directly with the Service Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this Agreement. Arbitration proceedings shall be held at a location in closest proximity to the service Agreement holder's permanent residence. You may file a direct claim with the Service Provider at any time.

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

Wisconsin: ARBITRATION section of this Agreement is removed. CANCELLATION section is amended as follows: If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If You cancel within thirty (30) days of receipt of this Agreement, You must first return to the Selling Retailer or to the Obligor should the Selling Retailer not be available. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. If Administrator fails to provide, or reimburse or pay for, a service that is covered under this Agreement within sixty-one (61) days after You provide proof of loss, or if the Administrator becomes insolvent or otherwise financially impaired, You may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Agreement purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed [\$50.00] or ten percent (10%) of the purchase price whichever is less.

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



MATRIX PROTECTION
This Agreement is not a Contract of Insurance

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

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

I. DEFINITIONS

- (1) "**Obligor**", "**We**", "**Us**" and "**Our**": The company obligated under this **Agreement** is **General Warranty Services, LLC**, 7 World Trade Center, 250 Greenwich St, 33rd Fl. New York, NY 10007 (833) 985-1503 in all states.
- (2) "**You**" and "**Your**": The original purchaser of the **Covered Product** and any authorized transferee/assignee of the original purchaser.
- (3) "**Administrator**": New Leaf Service Contracts, Inc., 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 1.855.500.MATRIX (6287).
- (4) "**Selling Retailer**": The entity selling the **Covered Product** and this **Agreement**.
- (5) "**Covered Product**": The consumer product that **You** purchased concurrently with and is covered by this **Agreement**.

PRODUCT ELIGIBILITY – BASE PLAN

The protection offered under this Plan is among the most dependable and comprehensive available. This Plan covers products purchased as new or factory-refurbished and manufactured for use in the United States, which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States. This Plan covers mechanical and electrical failures that would normally be covered by the original manufacturer's written warranty, unless otherwise stated in the Exclusions from Coverage section of this document. Accessories and/or add-on options purchased separately and not essential to the basic function of the covered product are not eligible for coverage. Products sold through an Unauthorized Dealer or an Unauthorized Internet Provider do not carry an original manufacturer's parts and labor warranty and are therefore ineligible for coverage under the Plan and will be cancelled. There is a \$25 deductible, per claim, under this Plan. The maximum pay out per twelve month period will not exceed \$3,000 per plan.

In order to be eligible for a Plan, the following criteria must be met:

1. The manufacturer's original or factory-refurbished warranty must provide at least 90 days parts and labor coverage.
2. Eligible products must be used in a home or apartment occupied by a single family. Coverage only applies to products used non-commercially. The customer is required to register all eligible Electronic and Computer products by visiting www.MatrixProtection.com or by calling 1.855.500.MATRIX (6287).
3. Eligible products must be in good, working order at time of registration.
4. Eligible products must have been purchased within the last 48 months.
5. Customer must be able to provide a valid, readable sales receipt at time of claim for each registered product showing the product's original date of purchase and the individual sales price paid per product.

The following items are eligible for coverage under the Base Plan if registered as outlined above.

Small Kitchen Appliances: Carry In Service

Blenders, Coffee Makers, Electric Kettles, Juicers, Mixers, Toasters, Vacuum Cleaners and other small kitchen electrics.

Electronics: Carry In/Depot Service

Alarm Clocks, Cameras and Camcorders (Analog and Digital), Cameras, Car Audio (Radios, Amplifiers, CD Players, CD Changers, Equalizers, Speakers, Subwoofers), Car Videos (DVD Players and Video Monitors), Home Audio Components (Non-Portable: Amplifiers, CD Players, CD Changers, CD Players/Recorders, CD Recorders, Equalizers, Receivers, Tuners), Home Speakers, Home Theatre in a Box, Home Video Products (DVD Players, TV/DVD Combos, Digital Video Recorders, Digital Satellite Systems, HDTV Receivers), MP3 Players, Portable Electronics (PDA's, Satellite Radios, GPS, DVD Players, Telephones, Cell Phones, Smartphones), Radar Detectors, Boom Boxes, Televisions under 32" (CRT Projections, CRT Televisions, Front Projectors (excluding lamps), LCD Flat Panels, and Plasma).

Electronics: On Site Service

Televisions 32" and over (CRT Projections, CRT Televisions, Front Projectors (excluding lamps), LCD Flat Panels, Plasmas).

Computers: Carry In/Depot Service

Copiers, External Electronic Computer Accessories and Electronic Peripheral Devices, Flat Screen Monitors, Laptop Computers, Monitors, Pocket PC's, Tablets, Printers (Laser, Dot Matrix, Ink Jet or Multifunctional), and Paper Shredders.

Computers: On Site Service

Desktop Computer Systems.

PRODUCT ELIGIBILITY – ACCIDENTAL DAMAGE FROM HANDLING (ADH) PLAN

Products purchased with the additional Accidental Damage From Handling (ADH) coverage must meet all base product eligibility requirement. There is a maximum of two

eligible covered products per ADH plan.

The following items are eligible for coverage under the Accidental Damage From Handling (ADH) Plan if registered as outlined above.

Electronics: Carry In/Depot Service

Cell Phones, Smartphones.

Computers: Carry In/Depot Service

Tablets, laptops.

COVERAGE - BASE

You have 30 days from your initial enrollment date to register pre-owned products. Newly purchased products must be enrolled in the Matrix Protection Plan within 30 days of the product's original date of purchase and are eligible for coverage on the 31st day following the product's enrollment via the registration process.

This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty. Actual service coverage under this Plan begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and/or labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. After each portion or all of the manufacturer's warranty expires, this Plan will furnish replacement parts and/or labor necessary to restore your covered product to standard manufacturer's operating condition. If service is required because of a product failure during normal usage, the Administrator/Obligor has the option to repair the defective product or replace it with a product of equal or similar features and functionality, though not necessarily the same brand. A replacement part or product may be new or refurbished. Technological advances may result in a replacement product with a lower selling price than the original product. No refunds will be made based on the replacement product cost difference. Replacement products will include a manufacturer's warranty, and the customer has the option to register and enroll the new product under the Matrix Protection Plan. If the covered product is not repairable and a replacement product is not available, we will refund up to the product purchase price, excluding taxes, and this contract will be fulfilled and all obligations satisfied.

Should repair parts become unavailable because a manufacturer has gone out of business or if a manufacturer no longer provides product support and all parts sources have been exhausted during the coverage period of this Plan, the Administrator/Obligor shall be excused from performance hereunder and you shall receive either a replacement, or a refund for the lesser of the replacement value or \$250.00 or one month's Monthly Plan Charge, less claims paid on the product, if any. The product will be removed from the Plan and will not be eligible for coverage. Replacement products may be new or rebuilt products. In no event shall the Administrator/Obligor be liable for any damages as a result of the unavailability of repair parts. In no event shall the obligation to administer claims extend beyond the term of coverage commencing upon the date of product purchase. You may be required to ship or deliver the defective product prior to receiving reimbursement or a replacement product. The Administrator/Obligor own all parts removed from repaired products or complete units replaced in their entirety. If it is determined the problem is not covered under the terms of the Plan or there is a "no problem found" diagnosis, you will be responsible for any related charges to the service center. Failure to pay any such related charges will result in termination of any further coverage under the Plan.

Deductible: There is a \$25 deductible, per claim, under the Base Plan.

Limit of Liability: The maximum pay out per twelve month period will not exceed \$3,000, per base plan.

COVERAGE – ACCIDENTAL DAMAGE FROM HANDLING (ADH) PLAN:

If purchased, ADH coverage augments Your Service Agreement by providing protection against a specific, sudden and unforeseen accidental damage from handling (such as a drop or spill), on up to two of Your Products, provided such damage was in the course of regular and use of the Product by You, subject to the exclusions below. In the event of a covered claim, We will furnish or pay for labor and/or parts required to repair Your Product less a \$100.00 deductible, per claim. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to reimburse You or to replace Your Product with a product of equal or similar features and functionalities.

ADH Coverage does not provide protection against normal wear and tear, theft, mysterious disappearance, misplacement, viruses, misconduct, reckless, abusive, willful or intentional damage associated with handling and use of the Product, cosmetic damage, water damage that occurs as a result of the user being surrounded by water, and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers. If protective items such as covers, carrying cases or pouches, etc., were provided, made available or recommended for use with Your Product, it is expected that You will continually use these product accessories for protection against damage to Your Product. "Abuse" is defined as Your intentional non-utilization of protective items during the use of Your Product or Your treatment of the Product(s) in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by ADH Coverage.

Deductible: There is a \$100 deductible, per claim, under the Accidental Damage From Handling Plan.

Limit of Liability: On plans purchased with Accidental Damage From Handling (ADH), the maximum pay out, per item, is limited to \$500, per twelve month period.

No Lemon Guarantee: If the Covered Product has two service repairs completed, for the same problem, which first began after the manufacturer's warranty term had expired, and a third such repair is required, as determined by Us, the Covered Product will be replaced with a product of like kind and quality. The cost of the replacement will not exceed the original product purchase price and may be less due to technological advances. We reserve the right to issue a voucher for the original purchase price. Once a covered product is replaced, then this contract is considered fulfilled and coverage ends. Preventative maintenance checks, manufacturer or service recalls,

cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done outside of the USA are not considered repairs for the purposes of this No Lemon Guarantee.

SERVICE LOCATION

On-site Service: If your Plan provides on-site service and your product needs repair, call 1.855.500.MATRIX (6287) to arrange service. An adult of legal age must be present at the location where on-site service will occur. If you live beyond a 25-mile radius of an authorized service center, you may be required to pay additional trip charges required over the 25-mile radius. While most products can be repaired on-site, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, on-site repair is not possible. For those products that will be serviced at a depot location, shipping materials, three-way shipping, and insurance coverage will be provided. This Plan does not cover labor or materials to obtain access to covered components if structural modification or repair is required. It is your responsibility to ensure that the covered product is accessible to the service technician.

Carry-In/Depot Service: If your Plan provides carry-in service and your covered product needs repair, call 1.855.500.MATRIX (6287) to arrange service. While most products can be repaired locally, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, a local repair facility may not be available. We will provide 3-way shipping to and from a depot service center of Our choice. The product may be carried into or shipped (postage pre-paid and insured) to the designated service center. The product will be returned to you at no additional cost, if an authorized service is performed.

IF YOUR PRODUCT NEEDS REPAIR

- If your covered product needs repair or replacement for mechanical or electrical failures, you are required to call the Administrator at 1.855.500.MATRIX (6287) (available 24 hours a day) to obtain authorization prior to having repairs made. You must provide a valid receipt showing the covered item was purchased during the coverage period. For faster service, please have your dated proof of product purchase (sales receipt) available when you place the call. If the covered equipment is still covered by the manufacturer's warranty, you may be directed to call the manufacturer prior to being referred to a service center. All repairs must be approved before they are performed. We will not reimburse you for repairs performed without prior approval or performed by unauthorized servicers or others.
- When you receive authorization for repairs, the service representative will direct you to a designated service center. A copy of the proof of product purchase (sales receipt), and a brief written description of the problem must accompany the product. We will not be liable for freight charges or damage due to improper packaging.
- If your product is covered under another valid service contract and/or insurance policy, this Plan will provide coverage over and above the other service contract and/or insurance policy.
- While we try to complete service as quick as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.
- Additional time and mileage charges for in-home repairs outside of twenty-five (25) contiguous land miles or the normal service radius of Our authorized service center are not covered by this Agreement, and are Your responsibility.

IMPORTANT CONSUMER INFORMATION

If the covered product is exchanged by the manufacturer or retailer, you must advise the Administrator in writing or call 1.888.959.9727 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date. This plan is non-transferable.

The Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for your covered product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

EXCLUSIONS FROM COVERAGE

The Plan does not cover any loss, repairs or damage caused by or resulting from: pre-existing conditions incurred or known to you (pre-existing means a condition that within all reasonable mechanical probability relates to the mechanical fitness of your covered merchandise prior to Plan issuance); improper packaging and/or transportation damage during shipment to a service center or relocation of the covered equipment; installation, removal, reinstallation or improper installation of components, upgrades, attachments or peripherals; damage or other equipment failure due to causes beyond our control such as environmental conditions, exposure to weather conditions or acts of nature including, but not limited to: fire, floods, smoke, sand, dirt, lightning, moisture or water damage, freezes, storms, wind or windstorm, hail, earthquake, etc.; damage or failure caused by riot, nuclear radiation, war or hostile action, radioactive contamination, etc.; battery failure or leakage; collision with another object, collapse, explosion, liquid spillage of any kind by any owner, employee, third party, repair personnel, etc., unless covered under a service plan which specifically includes any of the defined causes; interruption of gas or electrical service; neglect, negligence, misuse, abuse, intentional physical/mechanical/electronic damage or malicious mischief, theft or mysterious disappearance, vandalism, rust, corrosion, warping, bending, animal or insect infestation, etc. to the covered product or any component; accidental damage, including physical/mechanical/electronic damage cause by dropping; damage, warping, bending or rusting of any kind to the housing, cabinetry, outside casing or frame of the product or any non-operating part, including but not limited to plastic, or decorative parts such as hinges, knobs, door liners, glass, handles, masks, rack rollers, shelves, etc.; loss of or repair to any components within the product not originally covered by the manufacturer's warranty or are considered expendable or consumer replaceable items and are designed to be consumed during the life of the covered product such as but not limited to, lamps, bulbs, tubes, filters, lint screens, external hoses, baskets or buckets, cords, wiring, cables, fuses, keypads, switches, connectors, batteries, toner, ribbons, belts, gaskets, drums, developer, ink or ink cartridges or any other parts or materials which are designed to be consumed during the life of the covered product; improper installation of customer replaceable components, modules, parts or peripherals and/or installation of incorrect parts; failure to product attachments not provided by the manufacturer or included in the original sale; failure to reset timer after a lamp replacement; or exploding or dimming lamps; repairs for cosmetic damage or imperfections or to structural items when they do not impact operational performance of the covered product; non-failure problems including but not limited to noises, squeaks, etc.; operational errors on the part of the consumer; removal, installation, reinstallation, unauthorized repairs, etc., of any internal component or covered product including but not limited to adjustments, manipulation or modifications made by anyone other than an authorized service technician; loss of power, improper use of electrical/power, power "brown-out", power overload or power surge unless covered as further defined in the Special Features section of this document; any resultant malfunction or damage of or to an operating part of

the covered product from failure to provide manufacturer's recommended maintenance or operation/storage of the covered product in conditions outside manufacturer specifications or use of a covered product in such a manner as would void coverage under the manufacturer's warranty or that are used in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications; normal periodic or preventative maintenance, user education, set up adjustments; cleanings or any repair covered by a manufacturer warranty or other insurance; software and software related problems; damage resulting from computer viruses; any damage to recording media including any program, data or setup resident on any mass storage devices including but not limited to hard drives, CD-ROM devices, floppy diskettes, tape drives or tape backups as a result of the malfunction of or damage to an operating part of the covered product; signal reception or transmission problems resulting from external causes.

Other exclusions include, but are not limited to: covered products subject to a manufacturer recall or rework to repair design or component deficiencies, improper construction, manufacturer error, etc. regardless of the manufacturer's ability to pay for such repairs; unauthorized modifications and adjustments, alterations, manipulation or repair made by anyone other than an authorized service technician; covered products with removed or altered serial numbers; consequential damages or delay in rendering service under this Plan, or loss of use or data during the period the covered product is at an authorized repair facility or otherwise awaiting parts; television or personal computer monitor screen imperfections including burned-in images in CRT or Plasma Screens caused by video games, prolonged display of one or more video signals, unit abuse or for any other reason; repair of LCD/Plasma resolution/failure, pixel burnout or other image failure not in accordance with the manufacturer's specifications and/or minimum display standards; control adjustments made to televisions to enhance screen image quality; Plasma Televisions in use at or above 6,000 feet above sea level unless specifically designed for use above that altitude; all products and/or components that are used in applications that require continuous business and/or commercial operation, or are used for commercial, industrial, educational or public use purposes or offered on a rental basis; equipment sold without a manufacturer's warranty or "as is". This plan does not cover the cost of removal or disposal of this product in order to comply with EPA disposal requirements. The Plan excludes assisting consumers to obtain necessary hardware (converter boxes) for converting analog television signals to digital television signals or for any repairs or modifications as a result of the unavailability of analog broadcasting.

You are responsible for backing up all software and data on a regular basis and prior to commencement of any repair. This Plan does not cover restoration of software or data, or data retrieval to your covered product. If your covered product experiences a failure or damage that is excluded from coverage under this Section or in the event of a repair incident wherein there is a "no problem found" diagnosis from the manufacturer or a manufacturer-authorized repair source, then you are responsible for all repair costs including shipping costs and/or the cost of on-site service.

DISCLAIMER OF CERTAIN LIABILITIES

Under no circumstances shall the retailer, MATRIX, New Leaf, Administrator/Obligor be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. This Plan will not cover any defects that are subject to a manufacturer's program of reimbursement. This Plan is not a warranty or insurance policy; it is a Service Contract. This Plan is not intended to create or limit any implied warranties concerning your product, which may or may not exist under applicable law.

OUR RIGHT TO RECOVER PAYMENT

If you have a right to recover against another party for anything we have paid under the Plan, your rights shall become our rights. You shall do whatever is necessary to enable us to enforce these rights. We shall recover only the excess after you are fully compensated for your loss.

CANCELLATION

You may cancel this Plan for any reason at any time. To cancel this Plan, You must provide written notification to the Administrator. If you cancel this Plan, You will receive a refund of the current Monthly Plan Charge less any claims paid that occurred in the month this Plan is cancelled. Your Plan will terminate automatically for non-payment of the full Monthly Plan Charge if not paid by the billing due date. If your Plan is terminated for non-payment, we will not reinstate Your Plan.

If we cancel this service contract other than for non-payment, we must provide you with a written notice at least 15 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. If we cancel other than for non-payment, you will receive a refund of the current Monthly Plan Charge.

IN NO EVENT SHALL THE ADMINISTRATOR/OBLIGOR OR ANY OF THE ADMINISTRATOR/OBLIGOR'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

Arbitration: PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO THIS AGREEMENT AND YOUR DEALINGS WITH US MUST BE RESOLVED SOLELY THROUGH BINDING ARBITRATION.

Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, **You, We,** and the Administrator (the "Parties") are irrevocably waiving our rights to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration for resolution. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this **Agreement** by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this **Agreement**, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this Agreement between or among the Parties.

YOU AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR

FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING YOU FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the “Code”). The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. **You** have a right to attend the arbitration hearing in person. **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay any AAA filing fee in effect at the time **You** initiate arbitration. **We** will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator’s services. If **We** initiate arbitration against **You**, **We** will pay **Your** filing fee and all costs associated with the arbitration. **We** shall bear the expense of **Your** reasonable and actual attorney’s fees regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of **Your** Claims to be frivolous, **You** shall bear all of **Your** own expenses, including all attorney’s fees. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

If any portion of this Arbitration Provision is deemed invalid or unenforceable, all the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding **Your** waiver of class-action rights or the Parties’ acknowledgement of no agreement as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this **Agreement** or any prior agreement, this Arbitration Provision governs.

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

INSURANCE

THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY GENERALI WARRANTY SERVICES, 7 WORLD TRADE CENTER, 250 GREENWICH ST, 33RD FL. NEW YORK, NY 10007 (833) 985-1503, EXCEPT IN FLORIDA. IF THE ADMINISTRATOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

FINANCIAL GUARANTEE

IN WASHINGTON, OBLIGATIONS OF THE SERVICE CONTRACT PROVIDER UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER. IF ANY PROMISE MADE IN THE AGREEMENT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT GENERALI WARRANTY SERVICES AT (833) 985-1503.

STATE REQUIREMENTS AND DISCLOSURES

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

Alabama: A twenty-five dollar (\$25) cancellation fee is applicable. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

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

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

California: For residents of California, the Administrator of this **Agreement** is [New Leaf Service Contracts, Inc. 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 (877) 634-0964] CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**. For all products other than home appliances and home electronic products, if the **Agreement** is cancelled: (a) within sixty (60) days of receipt of this **Agreement**, **You** shall receive a full refund of the purchase price of this **Agreement** provided no service has been performed, or (b) after sixty (60) days, **You** will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Household Goods and Services (BHGS). To learn more about this process, **You** may contact BHGS at [1-800-952-5210], or **You** may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or **You** may visit their website at www.bhgs.dca.ca.gov. Informal dispute resolution is not available.

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

Connecticut: If **You** purchased this **Agreement** in Connecticut, **You** may pursue mediation 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**. In the event **Your Covered Product** is being serviced by an authorized service center when this **Agreement** expires, the term of this **Agreement** will be extended until covered repair has been completed. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** if **You** return the **Covered Product** or the **Covered Product** is sold, lost, stolen, or destroyed.

Florida: If **You** cancel this **Agreement**, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on **Your** behalf. If this **Agreement** is cancelled by the Provider or Administrator, return of premium shall be based upon one hundred

percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on **Your** behalf. **The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation.** ARBITRATION section of this **Agreement** is removed.

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

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

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

Maine: CANCELLATION section is amended as follows: The provider of the **Agreement** shall mail a written notice to the service **Agreement** holder at the last known address of the service **Agreement** holder contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If an **Agreement** is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service **Agreement** holder one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the service **Agreement** holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Agreement** to the provider.

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

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

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

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

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

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

Nevada: CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**. ARBITRATION section of this **Agreement** is removed. In emergency situations that defects immediately endanger the health and safety of **You**, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if **We** determine that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, **We** will provide a status report to **You** no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services; 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period; 3) the current estimated time to complete the repairs or services; and 4) contact information for **You** to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made.

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

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

New Mexico: CANCELLATION section is amended as follows: If **You** are the original purchaser of this **Agreement**, **You** may return this **Agreement** and receive a refund if: (i) **You** have not made a claim under the **Agreement**; and (ii) **You** return this **Agreement** within twenty days after the date **We** mail **You** a copy of the **Agreement** or within ten days after **You** receive a copy of the **Agreement** if **We** furnish **You** with the copy at the time the **Agreement** is purchased.

We may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this **Agreement** has been in force for a period of seventy (70) days, **We** may not cancel it before the expiration of the **Agreement** term or one (1) year, whichever occurs first, unless: 1) **You** fail to pay any amount due; 2) **You** are convicted of a crime which results in an increase in the service required under the **Agreement**; 3) **You** engage in fraud or material misrepresentation in obtaining this **Agreement**; or 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 (or each portion thereof) shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned **Agreement**.

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

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

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

Oregon: Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and

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

South Carolina: If **You** purchased this **Agreement** in South Carolina, complaints or questions about this **Agreement** may be directed to the South Carolina Department of Insurance, [P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180]. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Texas: If **You** purchased this **Agreement** in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, [P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202]. **Obligor:** Generali Warranty Services, LLC, 7 World Trade Center, 250 Greenwich St, 33rd Fl. New York, NY 10007 (833) 985-1503). **Lic #XXX**. 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. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Utah: This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. CANCELLATION section is amended as follows: **We** can cancel this **Agreement** during the first sixty (60) days of the initial annual term by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel this **Agreement** during such time period for non-payment of premium by mailing **You** a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, **We** may cancel this **Agreement** by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Agreement** or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to **You** at **Your** last known address and contain all of the following: (1) the **Agreement** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

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

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

Washington: All references to **Obligor** throughout this **Agreement** are replaced with Service Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**. **We** may not cancel this **Agreement** without providing **You** with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. **You** are not required to wait sixty (60) days before filing a claim directly with the Service Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement** holder's permanent residence. **You** may file a direct claim with the Service Provider at any time.

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

Wisconsin: ARBITRATION section of this **Agreement** is removed. CANCELLATION section is amended as follows: If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Agreement**. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE**. If **You** cancel within thirty (30) days of receipt of this **Agreement**, **You** must first return to the **Selling Retailer** or to the **Obligor** should the **Selling Retailer** not be available. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible and within one (1) year after the time required by this **Agreement**. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**. If **Administrator** fails to provide, or reimburse or pay for, a service that is covered under this **Agreement** within sixty-one (61) days after **You** provide proof of loss, or if the **Administrator** becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed [\$50.00] or ten percent (10%) of the purchase price whichever is less.

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