

**EVERYTHING BREAKS ELECTRONICS**  
**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 the **Obligor in Certain States**.  
The following entities will serve as the obligor of this Service Agreement:  
**Generali Warranty Services LLC, 7 World Trade Center 250 Greenwich St. 33<sup>rd</sup> Floor New York, New York 10007**
- (2) **"You" and "Your":** The original purchaser of the **Covered Product** and any authorized transferee/assignee of the original purchaser.
- (3) **"Administrator":** Everything Breaks Inc. 2248 Central Dr. Ste 107-291 Bedford, Texas 76021-5843 1-888-994-0914
- (4) **"Seller":** 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.everythingbreaks.com](http://www.everythingbreaks.com) or by calling 888-994-0914.
3. Eligible products must be in good, working order at time of registration.
4. Eligible products must have been purchased within the last 36 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.

Eligibility for coverage under the Base Plan includes, but not limited to, the following items 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), 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, MP3 Players, Portable Electronics, Radar Detectors, Boom Boxes, Televisions under 32" Front Projectors (excluding lamps), LCD Flat Panels).

**Electronics: On Site Service**

Televisions 32" and over, 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. ADH is included on your first two eligible claims. Additional ADH is available for purchase thereafter.

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 EVERYTHING BREAKS PLAN WITHIN 30 DAYS OF THE PRODUCT'S ORIGINAL DATE OF PURCHASE AND ARE ELIGIBLE FOR COVERAGE ON THE 31<sup>ST</sup> 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 EVERYTHING BREAKS 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 1.888.994.0914 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 servicetechnician.

Carry-In/Depot Service: If your Plan provides carry-in service and your covered product needs repair, call 1.888.994.0914 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 our 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 888.994.0914 (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 1.888.994.0914 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.

Should you have any further question regarding the above exclusions, one of our customer service representatives is available is happy to assist at our toll-free number 888-994-0914 M-F 9am-5pm CST.

#### **DISCLAIMER OF CERTAIN LIABILITIES**

Under no circumstances shall the retailer, Everything Breaks, Administrator, Obligor, MFS OF Washington, Inc. 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**

This Agreement provides a thirty (30) day free look period from the purchase date of the Agreement. You may cancel this Agreement by informing the Selling Retailer of Your cancellation request within thirty (30) days from the date of purchase of the Agreement and You will receive a 100% refund of the full purchase price of the Agreement. In the event of a monthly contract, if Your cancellation request is made more than thirty (30) days from the date of purchase, cancellation becomes effective at the end of the current month of coverage and no refund is provided. If you purchased an annual contract or any longer term thereof and decide to cancel, you will be provided a pro-rated refund less the cost of repairs made (if any), and you may be charged an administrative fee to not exceed the cost of the contract or \$50.00 whichever is less; or defer to the state law for cancellation that apply to residents requesting cancellation. To cancel this Plan, You must provide written notification to the Administrator. 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](http://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 (Paragraph 3) or the Parties' acknowledgement of no agreement as to class arbitration (Paragraph 8) 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.**

**LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:**

**You** agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the covered product. Because of that separately stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the covered product. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the covered product. Consequently, this **Agreement** is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

**INSURANCE**

**THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY CONTINENTAL INDEMNITY COMPANY. THIS INSURER MAY BE REACHED AT THE FOLLOWING ADDRESS AND/OR TELEPHONE NUMBER: 10805 OLD MILL ROAD OMAHA, NE 68154-2607 (877)234-4420. 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.**

**WASHINGTON: CANCELLATION OF THE AGREEMENT** section is amended as follows: Cancellation may be made by **You** at any time. If cancelled within thirty (30) days of acceptance of **Obligor**, and no service request has been made, **You** are entitled to a full refund of the **Agreement** proceeds. A ten (10%) percent penalty per month shall be added to a refund of the **Agreement** Purchase Price that is not paid or credited within thirty (30) days after return of the **Agreement** to Us. **You** are not required to wait sixty (60) days before filing a claim directly with Us. We may not cancel this **Agreement** without providing **You** with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.

All references to **Obligor** throughout this **Agreement** are replaced with **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 **Agreement** holder's permanent residence.

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

X

CUSTOMER'S SIGNATURE

DATE