



## EVERYTHING BREAKS HOME PLAN TERMS OF SERVICE CONTRACT

### I. General Coverage Provisions

#### A. Coverage

1. Everything Breaks 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 (a) for heating or cooling equipment (HVAC) the lesser of the depreciated value, within the first three (3) months of coverage a \$500 repair or replacement maximum will be paid which will increase to \$2,500 after the three (3) months for the remainder of the Coverage Period. For appliances, plumbing, electrical and any Optional Coverage, under Section VI, lesser the depreciated value or during the first three (3) months, a \$250 maximum will be paid which will increase to \$750 after the three (3) months for the remainder of the Coverage Period. For the built-in microwave, the lesser the depreciated value or during in the first three (3) months, a \$175 maximum will be paid which will increase to \$500 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. Further, the Obligor shall have an aggregate limitation of \$5,000 for any 12-month period.

#### B. "Obligor" means the company obligated under this Agreement in the appropriate States. The following entities will serve as the obligor of the Service Agreement.

1. Advance Core Capital, Inc., 2248 Central Drive Suite 107-290 Bedford, Texas 76021-5843 1-800-481-1533 is the obligor in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Delaware, Georgia, Idaho, Illinois, Iowa, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia and Wisconsin.
2. Applied Warranty and Insurance Services, LLC 601 Brickell Key Drive, Suite 605 Miami, FL 33131 (833) 985-1503 is the obligor in Florida.

#### C. Insurance Statement

- D. Our obligations under this agreement are insured under a reimbursement insurance policy issued by Pennsylvania Insurance Company in ME and CT, Illinois Insurance Company in AK and AK, Lexington National Insurance Corp. PO BOX 6098 Lutherville, MD. 888-888-2245 in Florida and Continental Indemnity Company in all other states. Each insurer may be reached at the following address and/or telephone number: 10805 Old Mill Road Omaha, NE 68154-2607 (877)234-4420 (the "insurer"). In all

states in which coverage is available, **You** are entitled to make a direct claim against the insurer in the event We fail to pay any claim within sixty (60) days after the claim has been filed with Us. In California, if any promise made in the Agreement has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet website ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

#### D. Definitions

1. "Seller" means Everything Breaks, Inc.
2. "Administrator" means Everything Breaks, Inc., 2248 Central Drive Suite 107-291 Bedford, Texas 76021-5843.
3. "Authorized Repair Technician" means the service contractor Administrator dispatches in response to Your request for Service.
4. "Breakdown" means a covered item becomes inoperable and unable to perform its designed function.
5. "Contract" means this service contract between You and Obligor including the Cover Page.
6. "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.
7. "Coverage Period Start Date" means the date listed on the Cover Page.
8. "Coverage Period" means the duration of time identified on the Cover Page.
9. "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.
10. "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) but excludes commercial property or residential property used for commercial purposes.
11. "Homeowner" means the Customer.
12. "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.
13. "Service Order Charge" means an amount due by You for a Service visit by an Authorized Repair Technician as listed on the Coverage Letter.
14. "We" and "Us" means the Obligor.
15. "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

**COVERAGE BEGINS ON THE COVERAGE PERIOD START DATE AND ENDS ON THE LAST DAY OF THE COVERAGE PERIOD AS INDICATED ON THE COVER PAGE WHICH IS THIRTY (30) DAYS AFTER THE COVERAGE PURCHASE DATE, AND CONTINUES FOR THE POLICY TERM INDICATED ON THE COVER PAGE. ALL MONTHLY TERMS WILL BEGIN ON THE COVERAGE PERIOD START DATE. AFTER THE COVERAGE PERIOD START DATE, COVERAGE WILL CONTINUE**

**AS LONG AS ALL PAYMENTS ARE MADE AS SCHEDULED.**

Coverage may be selected for monthly or annual terms and paid for accordingly. All Agreements automatically renew unless cancelled by You or Us or non-renewed by Us.

**WHEN YOUR PLAN BEGINS AND ENDS**

- (1) One-Time Pay Plans: If You paid for Your Agreement in one payment, coverage under Your Agreement will end 12 months from the Agreement Effective Date of Your coverage, unless it is renewed or cancelled or Our obligations under the Agreement become fulfilled in their entirety, in accordance with the Limit of Liability.
- (2) Continuous Monthly Plans: If You select a plan that automatically renews on a month-to-month basis, coverage under Your Agreement will continue and You authorize Administrator/Seller to charge Your credit card for the amount specified on Your payment receipt each month until Your Agreement is cancelled, We have fulfilled Our obligations under this Agreement in accordance with the Limit of Liability, or We discontinue the monthly renewals. Your account must be current to receive service.

During the coverage period, **We** will arrange for an Authorized Repair Technician to service, repair or replace covered items, due to a **Breakdown**. This **Agreement** provides coverage only for those items specifically listed as being covered on the Cover Page and excludes all other items. Coverage is subject to limitations and conditions specified in this **Agreement**. In the event a **Breakdown** occurs within the first thirty (30) days [outside the initial waiting period (day 31-61 from purchase)], the maximum payout will be \$150.00 on covered items. [After this waiting period, normal limitations and conditions will apply].

**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 A WAITING PERIOD OF AT LEAST THIRTY (30) DAYS. 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 Homeowner) 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 888-994-0914. 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/claim by an Authorized Repair Technician and will be paid directly to the Authorized Repair Technician at the time of service or in advance directly to Everything Breaks, except as noted below. The Service Order Charge applies to each call/claim 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. 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.
- G. 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.
- H. 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; stopped up channels; water supply lines; 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; stopped up channels; water supply lines; 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. This plan will cover up to \$100 of food that spoils due to failure of a covered item or because of a power outage that causes your covered item to fail.

**EXCLUDED: Racks; shelves; ice crushers; water and ice dispensers and their respective equipment; water lines and valve to ice maker; mini fridges; wine coolers; refrigerator and freezer doors and hinges; 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; water supply lines; 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. DOORBELLS**

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

**EXCLUDED: Doorbells associated with Intercom Systems. Battery operated doorbells.**

**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 geothermal piping); relays; reversing valves; switches and controls; and thermostats (electronic set back units will be replaced only with standard units). We will pay up to \$10/pound per occurrence for refrigerant. You will be responsible for paying anything beyond \$10/pound per occurrence for refrigerant.

**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, toilet flange, 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.**

#### **E. CENTRAL VACUUM**

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

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

#### **F. 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.**

#### **G. 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.**

#### **H. WHOLE HOUSE HUMIDIFIER**

INCLUDED: All components and parts.

**EXCLUDED: Filters or other consumable parts.**

#### **I. 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.**

#### **J. 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.

**K. 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.

**L. Limited Roof Leak**

INCLUDED: Roof leak repairs overactive 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; ruck jacks; satellite components; antennas; and chimney components.

**M. 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."

**N. Second Refrigerator**

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

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

**O. 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

**P. 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.

**Q. Ductwork**

INCLUDED: Optional coverage includes the same parts and components of one (1) ductwork system as the primary unit described in the Covered Systems and Components section under "Ductwork."

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

**R. Hot Water Heater**

INCLUDED: Optional coverage includes the same parts and components of one (1) hot water heater as the primary unit described in the Covered Systems and Components section under "Hot Water Heater."

**EXCLUDED:** All exclusions found in the Covered Systems and Components section for the hot water heater.

**S. Electrical System**

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

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

#### **T. Plumbing System**

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

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

#### **U. Whirlpool Bathtub**

INCLUDED: Optional coverage includes the same parts and components of one (1) whirlpool bathtub as the primary unit described in the Covered Systems and Components section under "Whirlpool Bathtub."

**EXCLUDED: All exclusions found in the Covered Systems and Components section for the Whirlpool Bathtub.**

### **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. During the first 30 days of the Coverage Period, 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. Obligor is not responsible for any covered items serviced or repaired by a non-authorized technician. 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 known to you.**
- 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. HOMEOWNER's sole remedy under this Contract is recovery of the cost of the required repair or replacement, whichever is less. HOMEOWNER 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

### **DISPUTE RESOLUTION; ARBITRATION AGREEMENT; CLASS ACTION WAIVER AND FORCE MAJEUR:**

**PLEASE READ THIS DISPUTE RESOLUTION; ARBITRATION AGREEMENT; CLASS ACTION WAIVER, (INCLUDING THE OPT-OUT PROVISION) AND FORCE MAJEUR CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.**

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You, We**, and the **Administrator** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, claims related to the sale or fulfillment of this **Agreement**, and claims against any third-party (including the Selling Retailer and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this **Agreement** or the underlying transaction or the sale or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. "Claims" does not include a claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or purchased Your **Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this **Agreement**.

The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the Agreement shall apply, without regards to conflicts of law.

**CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class**

member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement

and Class Action Waiver and the other provisions of this **Agreement** or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER CONFIRMATION AND RECEIPT FROM THE SELLER.** To opt out, **You** must send written notice to Everything Breaks, Inc., 2248 Central Drive STE 107-291 Bedford, TX 76021 with the subject line, "Arbitration Opt Out." You must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

**A.**

1. 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.
2. 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 Everything Breaks. 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 OF THE AGREEMENT:**

1. **You** may cancel this **Agreement** at any time by contacting the **Administrator**.

- a. For monthly term **Agreements**, cancellation becomes effective at the end of the current month of coverage and no refund is provided.
  - b. For annual term **Agreements**, a pro-rata refund will be issued for the unexpired term less any claims paid.
2. In addition, if cancellation is within the first year of being an active customer and if any service has been performed, **You** may be charged the lesser of a [\$75] **cancellation fee** or the cost of the service provided.
  3. In the event of cancellation within the first thirty (30) days of the **Agreement Purchase Date**, **You** will be refunded the full **Agreement Purchase Price**, less any claims paid.
  4. **We** reserve the right to cancel this **Agreement** in the event of customer fraud, material misrepresentation, or failure to pay, cancellation may be immediate. In the event of cancellation for customer fraud or material misrepresentation, **We** may demand immediate payment of the cost of all services provided to **You**, less any payments made, and no refund will be issued. The notice of cancellation will include the reason and the effective date of cancellation.
  5. Once this **Agreement** is cancelled, **You** will be subject to a thirty (30) day waiting period if **You** wish to purchase another **Agreement**.

**PRIVACY POLICY:** It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at [www.everythingbreaks.com](http://www.everythingbreaks.com)

**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 item. 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 item. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the covered item. 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”.

**STATE REQUIREMENTS AND DISCLOSURES:**

**Alabama:** **CANCELLATION OF THE AGREEMENT** section is amended as follows: If the **Agreement** is cancelled, the **You** shall be entitled to a pro rata refund of the paid **Agreement** fee for the unexpired term, less service and a \$25 administrative cost incurred by **Obligor**. If the **Agreement** is cancelled within thirty (30) days of the date the service **Agreement** was mailed or within ten (10) days of delivery if the **Agreement** is delivered at the time of sale and no claims have been made, the **Agreement** holder is entitled a refund of 100% of the premium. 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 **Agreement**.  
Arbitration Section: Service contracts purchased in the state of Alabama shall be governed by the laws of Alabama.

**Arizona:** **CANCELLATION OF THE AGREEMENT** section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In the event of cancellation, the cancellation fee may not exceed ten percent (10%) of the gross amount paid by **You** for this **Agreement**. Arbitration section is amended as follows: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, **You** may contact the Arbitration does not preclude the consumer’s right to file a complaint with the Arizona Department of Insurance and Financial Institutions Consumer Protection Division, 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007, Phone: 602-364-2499, Website: [difi.az.gov](http://difi.az.gov)

Attn: Consumer Protection. **You** may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Agreement under the provisions of A.R.S. §20-1095.04 and/or §20-1095.09 by contacting the Consumer Protection Division of the A.D.O.I. at 602-364-2499 (within the Phoenix Metropolitan Area) or toll free at 800-325-2548 (within Arizona, but outside the Phoenix Metropolitan Area). **Exclusions listed in the Agreement apply once the Covered Product is owned by You.**

**Limit of Liability and Conditions, 4.**, is revised to include: This Agreement does not exclude pre-existing conditions if such conditions were known or should reasonably have been known by **Us** or the person selling the Agreement on **Our** behalf.

Within the **"CANCELLATION AND RENEWAL"** section of this Contract, the following sentence(s) is added: "Cancellation Provisions", "If this Contract is cancelled at any time, You will receive a pro rata refund less a **cancellation fee** of \$75.00 OR 10% of the contract purchase price whichever is less.

Within the **"WHAT IS NOT COVERED"** section of this Contract, for Arizona residents, only those items that are specifically stated as excluded, will be excluded.

**Appliance and System Components**, is revised to delete the following: **Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.**

**Arkansas:** **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**.

**California:** 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 home appliances and home electronic products, if the Agreement is cancelled: (a) within thirty (30) 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 thirty (30) days, You will receive a pro rata refund, less the cost of any service received. For all other products, if the Agreement is cancelled: (a) within sixty (60) days of receipt of this Agreement, You shall receive a full refund of the purchase price of this Agreement provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). Informal dispute resolution is not available.

**OTHER IMPORTANT INFORMATION FOR CALIFORNIA RESIDENTS ONLY**

*THIS CONTRACT IS NOT AN INSURANCE POLICY; IT IS A SERVICE CONTRACT BETWEEN YOU AND THE ADMINISTRATOR OBLIGOR. ANY CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS CONTRACT IS INVALID AND OF NO FORCE OR EFFECT. IF ANY INFORMATION ON THIS CONTRACT IS IN ERROR, CONTACT THE SELLING COMPANY OR ADMINISTRATOR IMMEDIATELY. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS*

*You should read this Agreement carefully. It contains the entire agreement between You and Us. It takes precedence over any other written or oral statements made to You with respect to this Agreement. This is a service agreement, not a warranty. Please review the "Special State Requirements and Disclosures" section for any rights, privileges and conditions that govern this Agreement in California. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect.*

**CA Residents Only:**

\_\_\_\_\_ By checking this box, I acknowledge that I have reviewed the coverage terms that are written in this contract. I also acknowledge and understand that proof of this consent will be on file with the Administrator.



**Colorado:** Actions under this **Agreement** may be covered by the Colorado Consumer Protection Act or the Unfair Practices Act, and **You** may have a right of civil action under those laws.

**Connecticut:** If **You** purchased this **Agreement** in Connecticut, **You** may pursue arbitration to settle disputes between **You** and the provider of this **Agreement**. **You** may mail **Your** complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this **Agreement**.

If the Covered Property is in Our custody and this **Agreement** expires, this **Agreement** is automatically extended until the repairs are completed.

**Florida: CANCELLATION OF THE AGREEMENT** section is amended as follows: 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 **Obligor** 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.

If the Covered Property is sold during the term of this **Agreement**, **You** may transfer this **Agreement** 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 forty dollars (\$40) payable to **Administrator**. A copy of the **Agreement** is available upon request.

**The rate charged for this service agreement is not subject to regulation by the Florida Office of Insurance Regulation.**

Arbitration section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

**Georgia: CANCELLATION OF THE AGREEMENT** section is amended as follows: We will mail out a 30 day written notice of cancellation. If **We** cancel **Agreement**, **You** shall be entitled to a refund of 100% of the unearned pro-rata amount of the paid agreement fee. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. ARBITRATION section of this Agreement is removed.

**CANCELLATION OF THE AGREEMENT** section is amended as follows: For cancellations by **You** within 30 days of the Agreement Purchase Date, **You** will receive a full refund of the Agreement Purchase Price. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after receipt of the cancellation request. If **You** cancel more than 30 from the Agreement Purchase Date, **You** will receive a pro-rata refund of the Agreement Purchase Price.

**Hawaii: CANCELLATION OF THE AGREEMENT** 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 **Agreement**.

**Illinois: CANCELLATION OF THE AGREEMENT** section is amended as follows: If **You** cancel within the first thirty (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 **Agreement** less an **Administrator** fee of the lesser of \$50 or 10% of the **Agreement** fee. If **Obligor** cancels this **Agreement** or if **You** cancel this **Agreement** after the first thirty (30) days of the Coverage Period, then **You** shall be entitled to a pro rata refund of the paid **Agreement** fee for the unexpired term, less an **Administrator** fee of the lesser or \$50 or 10% of the **Agreement** fee, and any actual service costs incurred by **Obligor**.

**Iowa:** The issuer of this **Agreement** is subject to regulation by the insurance division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. **CANCELLATION OF THE AGREEMENT** section is amended as follows: If **We** cancel this **Agreement**, **We** shall mail a written notice of termination to **You** at least fifteen (15) days before the date of the termination. Prior notice of cancellation by **Us** is not required if the reason for cancellation is nonpayment of the **Agreement** purchase price, a material misrepresentation by **You** to **Us** or **Administrator**, or a substantial breach of duties by **You** related to the covered product or its use. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. If this **Agreement** is cancelled by **Us** for any reason other than nonpayment of the purchase price, **We** shall refund **You** in an amount equal to 100% of the unearned purchase price, calculated on a pro rata basis based upon elapsed time, less any claims paid. **We** may charge a cancellation fee in an amount no greater than ten percent (10%) of the total purchase price. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding must be added to a refund that is not paid or credited within thirty (30) days

after the return of the **Agreement** to the provider.

**Kentucky:** **You** are entitled to make a direct claim against the insurer if **We** fail to pay any covered claim within sixty (60) days after the claim has been filed.

**Louisiana:** **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. If this **Agreement** is canceled by **Obligor**, **Obligor** shall mail a written notice to **You** at the last known address at least fifteen (15) days prior to cancellation by **Obligor**. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by **You**.

**Maine:** **CANCELLATION OF THE AGREEMENT** section is amended as follows: The provider of the **Agreement** shall mail a written notice to the **You** at the **Your** last known address 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 **You** 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 **You** may be charged by the provider. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Agreement** to the provider.

**Maryland:** **CANCELLATION OF THE AGREEMENT** 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 **Agreement**.

**Massachusetts:** **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**.

The **Selling Company** is the entity obligated to provide services under this **Contract**.

**Minnesota:** **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**.

**Mississippi: IMPORTANT NOTICE ABOUT YOUR COVERAGE:**

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

**Should You need additional information regarding the binding arbitration provision in the Agreement, You may contact Our toll free assistance line at 888-994-0914.**

**Missouri:** **CANCELLATION OF THE AGREEMENT** 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 **Agreement**.

**Nevada:** **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the Coverage Period and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. Cancellation fee is not applicable. A 10% penalty per month must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. This **Agreement** shall be non-cancelable by **Obligor**, except for: Nonpayment of Agreement fees by **You**; or Fraud or material misrepresentation by **You** (the holder) in obtaining the service contract, or in presenting a claim. **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 **We** cancel this **Agreement**, no cancellation fee will be deducted from the pro-rata refund. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation.

In emergency situations that defects immediately endanger the health and safety of **You**, and the **Administrator** determines that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, **Administrator** will provide a status report to **You** by verifiable means and to the Commissioner by electronic mail at [pcinsinfo@doi.nv.gov](mailto:pcinsinfo@doi.nv.gov) 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 by **You** to respond to such inquiries no later than one (1) business day after such an inquiry is made. Repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234. Refer to **Your** Declaration Page, sales receipt or invoice for the purchase price of this **Agreement**.

**CANCELLATION OF THE AGREEMENT** section is amended as follows: if cancellation is within the first year of being an active customer and if any service has been performed, **You** may be charged the lesser of a **[\$25]** cancellation fee or the cost of the service provided.

**ASSIGNMENT & TRANSFER OF CONTRACT & RENEWALS** section is amended as follows: 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 **twenty-five dollars (\$25)** payable to Everything Breaks. A copy of the **Contract** is available upon request.

**New Hampshire:** In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St. Suite 14, Concord, New Hampshire, 03301 or by calling 800-852-3416.

**New Jersey:** **CANCELLATION OF THE AGREEMENT** 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 **Agreement**.

**New Mexico:** **CANCELLATION OF THE AGREEMENT** section is amended as follows: **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this **Agreement** has been in force for a period of seventy (70) days, **We** may not cancel it before the expiration of the **Agreement** term or one (1) year, whichever occurs first, unless: 1) **You** fail to pay any amount due; 2) **You** are convicted of a crime which results in an increase in the service required under the **Agreement**; 3) **You** engage in fraud or material misrepresentation in obtaining this **Agreement**; or 4) **You** commit any act, omission, or violation of any terms of this **Agreement** after the effective date of this **Agreement** which substantially and materially increases the service required under this **Agreement**. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned **Agreement**.

**New York:** **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within twenty (20) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty

per month must be added to a refund that is not paid or credited to **You** within thirty (30) days after the cancellation of this **Agreement**.

**North Carolina:** Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is replaced: "Cancellation by the Administrator", "The **Administrator** may cancel this **Contract** for nonpayment of premiums or for a direct violation of this Contract by You in which this Contract." Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is canceled by **You** at any time, **You** will receive a pro rata refund, less any claims paid and a cancellation fee of ten percent (10%) of the pro rata refund." or \$50.00 whichever is less.

**Oklahoma:** This **Agreement** is not issued by the manufacturer or wholesale company marketing the product. This **Agreement** will not be honored by such manufacturer or wholesale company. This **Agreement** is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION OF THE AGREEMENT** 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:** Unless otherwise required by the laws of the state where the Covered Property is located, this **Agreement** shall be governed, construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least thirty (30) days prior to the date of termination. **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You**, the Agreement Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which **Your Agreement** is returned to the provider. ARBITRATION section of this **Agreement** is removed.

**South Carolina:** **CANCELLATION OF THE AGREEMENT** section is amended as follows: **You** may cancel this **Agreement** within twenty (20) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. In the event of a dispute with the provider of this **Agreement**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

**Texas:** **Obligor** will provide **You** with written notification of any material changes to this **Agreement** forty-five (45) day in advance of the implementation of such changes. Notice may not be provided to **You** when changes are favorable to **You** or when changes are mandated by a regulatory agency. After notice of a material change, **You** may terminate this **Agreement** by providing written notice within the forty-five (45) day period prior to the effective date of the change. If **You** do not respond prior to the expiration of the forty-five (45) day period, the change will be deemed accepted by **You**. It is understood that **OBLIGOR WILL NOT BE THE SERVICE PROVIDER** and **OBLIGOR WILL NOT BE PERFORMING** the actual repair of any such systems or components.

**NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALES, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE AGREEMENT. UNDER TEXAS OCCUPATIONS CODE §1303.304.**

**NOTICE: THIS AGREEMENT IS ISSUED PURSUANT TO A LICENSE GRANTED BY THE TEXAS REAL ESTATE COMMISSION, AND COMPLAINTS IN CONNECTION WITH THIS AGREEMENT MAY BE DIRECTED TO THE COMMISSION AT P.O. BOX 12188, AUSTIN, TX 78711, (512) 936-3049.**

**NOTICE: YOU, THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS AGREEMENT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.**

**Utah:** CANCELLATION OF THE AGREEMENT 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. Coverage afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. This **Agreement** is subject to limited regulations by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **IF THE OBLIGOR 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.**

**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.

**Vermont:** CANCELLATION OF THE AGREEMENT section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of receipt of this **Agreement** if **You** have not received any Service for a full refund of the amount paid by **You** under this **Agreement**.

**Virginia:** CANCELLATION OF THE AGREEMENT section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. If **You** are unable to contact or obtain satisfaction from the Home Service Agreement Provider then **You** may contact the Bureau of Insurance at PO Box 1157, Richmond, Virginia, 23218 or by calling 1-877-310-6560.

If any promise made in the Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**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.

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**CUSTOMER'S SIGNATURE**

**DATE**

**Wisconsin:** **CANCELLATION OF THE AGREEMENT** section is amended as follows: This **Agreement** shall not be canceled due to unauthorized repair of covered equipment. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Agreement**. The **Administrator** fee of the lesser of \$30 or 10% of the **Agreement** fee does not apply to Wisconsin residents. 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 **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 **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** purchase price, less any claims paid on **Your Agreement**. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Timeliness of notice. Provided notice or proof of loss is furnished as soon as reasonably possible and within one (1) year after the time it was 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 unless **We** are prejudiced thereby and it was reasonably possible to meet the time limit. The Arbitration section of this **Agreement** is removed.

**CANCELLATION OF THE AGREEMENT** section is amended as follows: We may only cancel for nonpayment, material misrepresentation, or substantial breach of duties.

For Wisconsin residents: In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, a service contract holder shall be entitled to cancel the service contract and receive a pro rata refund of any unearned provider fee, less any claims paid. In addition, service contracts shall require the provider to permit the service contract holder to return the service contract within 20 days of the date the service contract was mailed to the service contract holder, or within 10 days of delivery if the service contract is delivered to the service contract holder at the time of sale, or within a longer period permitted under the service contract. Upon return of the service contract to the provider within the applicable period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, the full purchase price of the service contract. Unless otherwise stated in a service contract, the right to void a service contract under this paragraph is not transferable and shall apply only to the original service contract purchaser. If a provider does not pay or credit a refund within 45 days after the return of a service contract to the provider, the provider shall pay a 10 percent per month penalty of the refund amount outstanding which the provider shall add to amount of the refund.

**Wyoming:** **CANCELLATION OF THE AGREEMENT** section is amended as follows: In accordance with Section 26-49-103 of the Wyoming Insurance Code, **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. If this **Agreement** is canceled by **Obligor**, **Obligor** shall mail a written notice to **You** at the last known address at least ten (10) days prior to cancellation by **Obligor**. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by **You**.