



Thank you for choosing Everything Breaks! If you have any questions about your order please contact us at Support@EverythingBreaks.com or call us at 888-994-0914 Monday – Friday, 7 am – 7 pm CST and Saturday 9 am – 3 pm CST.

Want to add products to your plan now? Please login at WWW.EVERYTHINGBREAKS.COM.

Your order confirmation is below. Thank you again for your business and welcome to the Everything Breaks community!

Contract #:	Service Order Charge: \$25-75*
Contract Sale Date:	Term: Monthly Plan

Customer Information:

Selling Company Information:

Name:
Address:

Phone #:

Everything Breaks
2248 Central Dr. #107-291
Bedford TX 76021-5843

Item

Monthly Price:

Qty

Individual Product Protection Monthly Payment Plan

\$

1

Covered Product:

Additional coverages:

This agreement is a month-to-month contract and will continue until canceled by You or Us in accordance with terms herein.

ALL INDIVIDUAL PRODUCTS
This Agreement is not a Contract of Insurance

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

NOTICE: THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY FOR THE COVERED PRODUCT.

I. DEFINITIONS

- (1) **"Obligor", "We", "Us" and "Our"**: The company obligated under this **Agreement** is the **Obligor**
The following entity will serve as the obligor of this Service Agreement.
Generali Warranty Services LLC, 7 World Trade Center 250 Greenwich St. 33rd Floor New York, New York 10007
- (2) **"You" and "Your"**: The original purchaser of the **Covered Product** and any authorized transferee/assignee of the original purchaser.
- (3) **"Administrator"**: Everything Breaks Inc. 2248 Central Drive Suite 107-291 Bedford, Texas 76021-5843. 888-994-0914
- (4) **"Seller"**: The entity selling the **Covered Product** and this **Agreement**.
- (5) **"Covered Product"**: The consumer product that **You** purchased concurrently with and is covered by this **Agreement**.

II. ELIGIBILITY

(1) **The following products are eligible for coverage:**

- **Major Appliances**, such as refrigerators, microwaves, dishwashers, clothes dryer and washer, hot water heaters, humidifiers, ranges, stoves, ovens, cooktops, freezers, and combination units. Coverage for appliances must be purchased within in ten (10) years of the product purchase date and in good working order. (ADH) does not apply on Television.
- **Electronics**, such as televisions, smart phones, iPads, tablets, laptops, and notebooks. The following considerations for eligibility on electronics apply:
 - **For Televisions**: Coverage must be purchased within three (3) years of product purchase date.
 - **For Smart Phones**: The Covered Product must be in good working condition and actively using a carrier service in order to be eligible under this Agreement.
 - **For iPads**: The Covered Product must be in good working condition in order to be eligible under this Agreement.
 - **For Laptops**: Coverage must be purchased within two (2) years of product purchase date in order to be eligible under this Agreement and in good working order.

III. PARTS & LABOR REPAIR PLAN

- (1) **TERM**: If **You** purchased a Parts & Labor Repair Plan, the term of this **Agreement** begins on the product/plan date of purchase or, if applicable, the date of installation of the **Covered Product** by the **Selling Retailer** (proof of installation date may be required if different from the product purchase date) and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice.
 - A. **For Smart Phones, iPads, and Tablets**: **THE COVERED PRODUCT IS ELIGIBLE FOR COVERAGE AFTER A 30-DAY WAITING PERIOD.**
- (2) **COVERAGE**: Parts for the **Covered Product** will be replaced with those of like kind and quality at **Our** sole discretion. **We** may use new or remanufactured parts in repairing the **Covered Product**. If the **Covered Product** cannot be repaired, if the cost of its repair exceeds the **Covered Product's** original purchase price, the **Covered Product** will be replaced as determined by **Us** with a product of like kind or similar features. If replacement parts are not available for the **Covered Product** or have been discontinued by the manufacturer, **We** will refund the purchase price **You** paid for this **Agreement**. This coverage is only good after the Manufacturer's warranty expires.
 - A. **For Appliances, Electronics and Computers**: **We** will repair or replace the **Covered Product**, at **Our** discretion, when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear, as well as a mechanical or electrical breakdown caused by a direct result of a power surge. Costs related to removal and reinstallation of car audio and/or home theater products are covered under this **Agreement**, when required, due to a covered mechanical or electrical breakdown. **You** are responsible to backup all computer software and data prior to commencement of repair of the **Covered Product**.
 - B. **For Smart Phones**: **We** will repair or replace the **Covered Product**, at **Our** sole discretion, when required due to a mechanical or electrical breakdown, including those experienced during normal use and defects in workmanship and material. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered.
- (3) **LIMIT OF LIABILITY**: **Our** limit of liability for the **Covered Product** under the Parts & Labor Repair Plan is the cost of authorized repairs to and/or replacement of the **Covered Product** as determined by **Us**, with a product of similar quality and features, provided however, in no event will **Our** total liability for repairs and/or replacement exceed the original purchase price for the **Covered Product**, excluding sales tax, diagnostic fees, delivery, shipping and installation costs. Upon replacement, there is no longer any obligation for the replaced product under this **Agreement**. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS **AGREEMENT** ARE **YOUR** RESPONSIBILITY. You will be required to provide proof of purchase upon filing a claim.
- (4) **NO LEMON POLICY**: This **Agreement** provides that following the expiration of the term of the **Covered Product's** manufacturer's warranty, and subject to **Our** Limit of Liability, after three (3) service repairs have been completed for the **Covered Product** for the same problem, as determined in **Our** sole discretion, in lieu of performing a fourth (4th) repair on the **Covered Product**, **We** may replace it with a product of like kind or similar features, or issue a check to **You** in an amount not to exceed the remaining limit of liability as determined in accordance with the section titled "LIMIT OF LIABILITY." If **We** replace the **Covered Product**, all **Our** obligations for the **Covered Product** under this **Agreement** terminate.
- (5) **HOW TO REQUEST SERVICE**: To request service for the **Covered Product**, contact the **Administrator** toll-free at 888-994-0914, or go online to **www.EverythingBreaks.com**. All repairs must be authorized by the **Administrator** prior to performance of work. Claims for unauthorized repairs may be denied.

You may be asked for a credit card number prior to service being performed. Many oversights, which are not covered under this **Agreement**, can be due to simple circumstances such as the **Covered Product** not being switched on, being unplugged, or a fuse blown at the junction box. For a **Covered Product** that uses batteries as the prime power supply, check that the batteries do not need replacing or recharging. If You refuse service on a **Covered Product** after We have dispatched the repair servicer to Your location, You will be billed for that servicer's applicable trip charge.

(6) **SERVICE DELIVERABLES:** You will receive service on the **Covered Product** as described below:

Carry-In: Unless otherwise provided in this **Agreement**, the **Covered Product** must be shipped or delivered and retrieved by You at Our authorized service center during normal business hours.

In-Home/On-Site: Service will be performed in Your home or on-site as indicated on the Declarations Page of this **Agreement**, or on Your sales receipt or invoice provided You have fulfilled the following requirements: (1) provide Our authorized technician with accessibility to the **Covered Product**; (2) provide a non-threatening and safe environment for Our authorized technician; and (3) an adult over the age of 18 must be present for the period of time Our authorized technician is scheduled to provide service and while Our authorized technician is on Your property servicing the **Covered Product**. In-Home Service will be provided by Our authorized service provider during regular business hours, local time, Monday through Friday, except holidays. Our authorized service center may opt to remove the **Covered Product** to perform service in-shop. The **Covered Product** will be returned upon completion. 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.

Depot Service: If depot service is included with Your Agreement We will provide 3-way shipping to and from a depot service center of Our choice.

(7) **POWER SURGE PROTECTION:** This **Agreement** provides power surge protection from the product or plan date of purchase in the absence of any insurance coverage. If the **Covered Product** is damaged as a result of a power surge, we will service the **Covered Product** in accordance with the terms herein.

(8) **ACCIDENTAL DAMAGE IN HANDLING ("ADH"):** If purchased, the **Covered Product** is protected against accidental damage in handling such as drops and liquid spills and immersion. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the **Covered Product**, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the "What is Not Covered" section of this **Agreement**. For the purpose of this **Agreement**, Accidental Damage is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events. The use of this coverage requires from You an explanation of where and when the accident occurred as well as a detailed description of the actual event and nature of the damage. Accidents that occur while the **Covered Product** is being used by or in the possession of any person other than the original purchaser of the **Covered Product** are not covered under this **Agreement**. In the event that a replacement of the **Covered Product** is necessary, the Administrator shall have sole discretion to determine the replacement value of the **Covered Product**. (ADH) only applies to Cell Phones, Tablets and Laptops.

IV. WHAT IS NOT COVERED

(A) Products not originally covered by a manufacturer's warranty; (B) Products with less than an original ninety (90) days manufacturer's parts and labor limited warranty (C) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (D) Cleaning; Periodic checkups; preventive maintenance; (E) Any and all pre-existing conditions that occur prior to the effective date of this Agreement and/or any product sold used or "AS-IS", including but not limited to floor models, demonstrations models, etc.; (F) Part or repairs due to normal wear and tear unless tied to a breakdown, and items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, light bulbs, etc.; (G) Damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product; failure to follow the manufacturer's instructions for operation and care of the Covered Product; external causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; (H) Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (I) Incidental, consequential or secondary damages or delay in rendering service under this Agreement; loss of use during the period that the Covered Product is at an authorized service center or awaiting parts; (J) Any product used in a commercial setting employing over 10 people or rental basis unless You purchased a Commercial Coverage Plan; (K) Failures that occur outside of the 50 states of the United States of America and the District of Columbia; (L) Non-functional or aesthetic parts including but not limited to frames, cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (M) Unauthorized repairs and/or parts; (N) Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein; (O) Accessories used in conjunction with a Covered Product including remote controls; (P) Any other loss other than a covered breakdown; (Q) Service where no problem can be found; noises; squeaks; breakdowns which are not reported during the term of this Agreement; (R) any breakdown or condition that results from abnormal usage of the Covered Product; (S) coin mechanisms.

Specific to Electronics & Appliances: In addition to any applicable exclusions listed above, this Agreement only covers the operating condition of the Covered Product and does not cover (1) non-operating or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses; (2) any installed accessory item, e.g., gas or electronic connectors; (3) any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Covered Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power or water supply; water and power connectors and connections; reception or normal signal; (4) Speakers, except surround-sound home theater; remote controls; phonograph cartridges and stylus; headphones; and (5) burned-in image in CRT, PLASMA, LCD or any other type of display.

Specific to Computers and Peripheral Equipment: In addition to any applicable exclusions listed above, this Agreement does not cover damage caused by or due to (1) overheating caused by accumulation of dust, vermin or fan blockage; dropping; food and beverage spills; misuse and abuse; (2) any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges; (3) broken or cracked LCD/display screens in notebooks or other portable monitors; burned-in image in CRT, LCD or any other type of display; application programs; operating software; other software; loss of data or restoration of programs; (4) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; and (5) toner and ink cartridges; cables.

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

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

COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

V. CONDITIONS

- A. **Renewal:** Repair Plans may be renewed at **Our** discretion. To renew **Your** coverage, please call 1.888.994.0914 on or before the expiration date of this Plan. Renewal prices will reflect the age of the **Covered Product**, **Our** current service costs, and **Our** product repair experience. Renewal prices and periods will be available from the **Administrator** upon request at time of renewal. Note, not all products are eligible for renewal.
- B. **Transferability:** This **Agreement** is non-transferable.
- C. **Territories:** The **Agreement** territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- D. **Subrogation:** If **We** pay or render service for a loss, **We** may require **You** to assign **Us Your** rights of recovery against others. **We** will not pay or render service for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived. **You** will be made whole before **We** retain any amount **We** may recover.
- E. **Deductible:** There is a deductible required to obtain service for repair or replacement of the **Covered Product**, as outlined below:

iPhones & SmartPhones	Deductible
Up to the purchase price of the phone	\$75.00
iPads	Deductible
Up to the purchase price of the iPad	\$75.00
Tablets & eReaders (Excluding iPads)	Deductible
Purchase Price ≤ \$199.99	\$25.00
Purchase Price Between \$200.00 - \$299.99	\$49.00
Purchase Price Between \$300.00 - \$399.99	\$75.00
Purchase Price ≥ \$400.00	\$75.00
Laptop/Notebook NEW with ADH	Deductible
Purchase Price ≤ \$299.99	\$49.00
Purchase Price Between \$300.00 - \$2,999.99	\$75.00
Televisions NEW	Deductible
All Televisions	\$49.00
Appliances NEW	Deductible
All Appliances	\$49.00

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

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

YOU AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING YOU FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the "Code"). The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. **You** have a right to attend the arbitration hearing in person. **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay any AAA filing fee in effect at the time **You** initiate arbitration. **We** will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all

remaining, reasonable professional fees for the arbitrator's services. If **We** initiate arbitration against **You**, **We** will pay **Your** filing fee and all costs associated with the arbitration. **We** shall bear the expense of **Your** reasonable and actual attorney's fees regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of **Your** Claims to be frivolous, **You** shall bear all of **Your** own expenses, including all attorney's fees. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

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

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

- G. Cancellation:** This Agreement provides a thirty (30) day free look period from the purchase date of the Agreement. For all products home appliances and home electronics, You may cancel this Agreement by informing the Selling Retailer of Your cancellation request within thirty (30) days from the date of purchase of the Agreement and You will receive a 100% refund of the full purchase price of the Agreement. In the event of a monthly contract, if Your cancellation request is made more than thirty (30) days from the date of purchase, cancellation becomes effective at the end of the current month of coverage and no refund is provided. If you purchased an annual contract or any longer term thereof and decide to cancel, you will be provided a pro-rated refund less the cost of repairs made (if any), and you may be charged an administrative fee to not exceed the cost of the contract or \$50.00 whichever is less; or defer to the state law for cancellation that apply to residents requesting cancellation. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You, or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium. If the Term indicated on the Declarations Page, sales receipt, or invoice is "Monthly", coverage continues as long as the monthly Agreement fees are paid by You in full by the billing due date. This Agreement will renew automatically on a monthly basis and will continue to renew until canceled by You or Us, or if full payment is not received by the billing due date. We may non-renew this Agreement for any reason at any time. For Monthly Term coverage We have the right to modify rates and/or Agreement provisions. Notice of any changes to rate and/or Agreement provisions will be given to You, in writing, at least thirty (30) days prior to implementation. You may terminate coverage by giving written notice at any time prior to the effective date of the change.
- H. Entire Agreement:** This is the entire Service **Agreement** between the parties, and no representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this **Agreement**.
- I. LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:**
You agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the covered product. Because of that separately stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the covered product. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the covered product. Consequently, this **Agreement** is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

INSURANCE

THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY CONTINENTAL INDEMNITY COMPANY. THIS INSURER MAY BE REACHED AT THE FOLLOWING ADDRESS AND/OR TELEPHONE NUMBER: 10805 OLD MILL ROAD OMAHA, NE 68154-2607 (877)234-4420. IF THE ADMINISTRATOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

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

All references to **Obligor** throughout this **Agreement** are replaced with **Service Provider**. **ARBITRATION** section is amended to add the following: The Insurance Commissioner of Washington is the **Service Provider's** attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the **Agreement** holder's permanent residence.

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

X

CUSTOMER'S SIGNATURE

DATE