



**EVERYTHING BREAKS TECH PLAN**  
**This Agreement is not a Contract of Insurance**

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

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

**I. DEFINITIONS**

- (1) **"Obligor", "We", "Us" and "Our"**: The company obligated under this **Agreement** is the Obligor in Certain States.  
The following entities will serve as the obligor of this Service Agreement:  
Advance Core Capital Inc. 2248 Central Drive Suite 107-290 Bedford, Texas 76021—5843 (800) 481-1533.  
Applied Warranty and Insurance Services, LLC 601 Brickell Key Drive, Suite 605 Miami, FL 33131 (833) 985-1503 in Florida.
- (2) **"You" and "Your"**: The original purchaser of the **Covered Product** and any authorized transferee/assignee the original purchaser.
- (3) **"Administrator"**: Everything Breaks Inc. 2248 Central Drive Suite 107-291 Bedford, Texas 76021-5843 1-888-994-0914
- (4) **"Seller"**: The entity selling the **Covered Product** and this **Agreement**.
- (5) **"Covered Product"**: The consumer product that **You** purchased concurrently with and is covered by this **Agreement**.

**PRODUCT ELIGIBILITY – TECH PLAN**

The protection offered under this Plan is among the most dependable and comprehensive available. This Plan covers up to 3 products purchased as new or factory- refurbished and manufactured for use in the United States, which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States. This Plan covers mechanical and electrical failures that would normally be covered by the original manufacturer's written warranty, unless otherwise stated in the Exclusions from Coverage section of this **Agreement**. Accessories and/or add-on options purchased separately and not essential to the basic function of the **Covered Product** are not eligible for coverage. Products sold through an Unauthorized Dealer or an Unauthorized Internet Provider do not carry an original manufacturer's parts and labor warranty and are therefore ineligible for coverage under the Plan and will be cancelled. There is a \$75 deductible, per claim, under this Plan. The maximum pay out per twelve month period will not exceed \$1,500 per plan. Each plan includes one ADH claim per twelve month period.

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

- 1. The manufacturer's original or factory-refurbished warranty must provide at least 90 days parts and labor coverage.
- 2. Coverage only applies to products used non-commercially. The customer is required to register all eligible products by visiting [www.EverythingBreaks.com](http://www.EverythingBreaks.com) or by calling 888-994-0914.
- 3. Eligible products must be in good, working order at time of registration.
- 4. Eligible products must have been purchased within the last 24 months.
- 5. Customer must be able to provide a valid, readable sales receipt at time of claim for each registered product showing the product's original date of purchase and the individual sales price paid per product.

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

- Cellphones
- Tablets
- Laptop Computers

**PRODUCT ELIGIBILITY – ACCIDENTAL DAMAGE FROM HANDLING (ADH) PLAN**

Products purchased with the additional Accidental Damage From Handling (ADH) coverage must meet all tech product eligibility requirement. There is a maximum of three eligible covered products per ADH plan. Negligence is not eligible for coverage.

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

- Cellphones
- Tablets
- Laptop Computers

**COVERAGE – TECH**

**YOU HAVE THIRTY (30) DAYS FROM YOUR INITIAL ENROLLMENT DATE TO REGISTER PRE-OWNED PRODUCTS. NEWLY PURCHASED PRODUCTS MUST BE ENROLLED IN THE EVERYTHING BREAKS PLAN WITHIN THIRTY (30) DAYS OF THE PRODUCT'S ORIGINAL DATE OF PURCHASE AND ARE ELIGIBLE FOR COVERAGE ON THE 31<sup>ST</sup> DAY FOLLOWING THE PRODUCT'S ENROLLMENT VIA THE REGISTRATION PROCESS.**

This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty. Actual service coverage under this Plan begins upon expiration of

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

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

**Deductible:** There is a \$75 deductible, per claim, under the Plan.

**Limit of Liability:** The maximum pay out per twelve month period will not exceed \$1,500, per plan.

If purchased, ADH coverage augments **Your Agreement** by providing protection against a specific, sudden and unforeseen accidental damage from handling (such as a drop or spill), on up to three (3) of **Your** products but excludes negligence, provided such damage was in the course of regular and use of the product by **You**, subject to the exclusions below. In the event of a covered claim, **We** will furnish or pay for labor and/or parts required to repair **Your Covered Product** less a \$75.00 deductible, per claim. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the product, **We** reserve the right, at **Our** sole discretion, to reimburse **You** or to replace **Your** product with a product of equal or similar features and functionalities.

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

**Deductible:** There is a \$75 deductible, per claim, under the Accidental Damage From Handling Plan.

**Limit of Liability:** On plans purchased with Accidental Damage From Handling (ADH), the maximum pay out, per plan, is limited to \$1,500, per twelve month period.

**No Lemon Guarantee:** If the **Covered Product** has two service repairs completed, for the same problem, which first began after the manufacturer's warranty term had expired, and a third such repair is required, as determined by **Us**, the **Covered Product** will be replaced with a product of like kind and quality. The cost of the replacement will not exceed the original product purchase price and may be less due to technological advances. **We** reserve the right to issue a voucher for the original purchase price. Once a **Covered Product** is replaced, then this **Agreement** is considered fulfilled and coverage ends. Preventative maintenance checks, manufacturer or service recalls, cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done outside of the USA are not considered repairs for the purposes of this No Lemon Guarantee.

#### **SERVICE LOCATION**

**On-site Service:** If **Your** Plan provides on-site service and **Your Covered Product** needs repair, call 888-994-0914 to arrange service. An adult of legal age must be present at the location where on-site service will occur. If **You** live beyond a 25-mile radius of an authorized service center, **You** may be required to pay additional trip charges required over the 25-mile radius. While most products can be repaired on-site, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, on-site repair is not possible. For those products that will be serviced at a depot location, shipping materials, three-way shipping, and insurance coverage will be provided. This Plan does not cover labor or materials to obtain access to covered components if structural modification or repair is required. It is **Your** responsibility to ensure that the **Covered Product** is accessible to the service technician.

**Carry-In/Depot Service:** If **Your** Plan provides carry-in service and **Your Covered Product** needs repair, call 888-994-0914 to arrange service. While most products can be repaired locally, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, a local repair facility may not be available. **We** will provide 3-way shipping to and from a depot service center of **Our** choice. The product may be carried into or shipped (postage pre-paid and insured) to the designated service center. The product will be returned to **You** at no additional cost, if an authorized service is performed.

#### **IF YOUR PRODUCT NEEDS REPAIR**

➤ If **Your Covered Product** needs repair or replacement for mechanical or electrical failures, **You** are required to call the Administrator at 888-994-0914 (available 24 hours a day) to obtain authorization prior to having repairs made. **You** must provide a valid receipt showing the **Covered Product** was purchased during the coverage period. For faster service, please have **Your** dated proof of product purchase (sales receipt) available when **You** place the call. If the **Covered Product** is still covered by the manufacturer's warranty, **You** may be directed to call the manufacturer prior to being referred to a service center. All repairs must be approved before they are performed. **We** will not reimburse you for repairs performed without prior approval or performed by unauthorized servicers or others.

- When **You** receive authorization for repairs, the service representative will direct **You** to a designated service center. A copy of the proof of product purchase (sales receipt), and a brief written description of the problem must accompany the product. **We** will not be liable for freight charges or damage due to improper packaging.
- If **Your** product is covered under another valid service contract and/or insurance policy, this Plan will provide coverage over and above the other service contract and/or insurance policy.
- While **We** try to complete service as quick as possible, **We** are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.

#### **IMPORTANT CONSUMER INFORMATION**

If the **Covered Product** is exchanged by the manufacturer or retailer, **You** must advise the **Administrator** in writing or call 888-994-0914 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original **Agreement** expiration date. This plan is non-transferable.

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

#### **EXCLUSIONS FROM COVERAGE**

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

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

You are responsible for backing up all software and data on a regular basis and prior to commencement of any repair. This Plan does not cover restoration of software or data, or data retrieval to Your Covered Product. If Your Covered Product experiences a failure or damage that is excluded from coverage under

this Section or in the event of a repair incident wherein there is a “no problem found” diagnosis from the manufacturer or a manufacturer-authorized repair source, then You are responsible for all repair costs including shipping costs and/or the cost of on-site service.

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

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

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

#### **OUR RIGHT TO RECOVER PAYMENT**

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

#### **CANCELLATION**

This Agreement provides a thirty (30) day free look period from the purchase date of the Agreement. You may cancel this Agreement by informing the Selling Retailer of Your cancellation request within thirty (30) days from the date of purchase of the Agreement and You will receive a 100% refund of the full purchase price of the Agreement. In the event of a monthly contract, if Your cancellation request is made more than thirty (30) days from the date of purchase, cancellation becomes effective at the end of the current month of coverage and no refund is provided. If you purchased an annual contract or any longer term thereof and decide to cancel, you will be provided a prorated 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. You may cancel this Plan for any reason at any time. To cancel this Plan, You must provide written notification to the Administrator. Your Plan will terminate automatically for non-payment of the full Monthly Plan Charge if not paid by the billing due date. If Your Plan is terminated for non-payment, We will not reinstate Your Plan.

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

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

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

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

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

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

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

If any portion of this Arbitration Provision is deemed invalid or unenforceable, all the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding **Your** waiver of class-action rights 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.**

**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 PENNSYLVANIA INSURANCE COMPANY IN ME AND CT, ILLINOIS INSURANCE COMPANY IN AK, LEXINGTON NATIONAL INSURANCE CORP. PO BOX 6098 LUTHERVILLE, MD. 888-888-2245 IN FL. 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. 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.

**STATE REQUIREMENTS AND DISCLOSURES**

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

**Alabama:** 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**. Arbitration Section: Service contracts purchased in the state of Alabama shall be governed by the laws of Alabama.

**Arizona:** CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance 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).

**Exclusions listed in the Agreement apply once the Covered Product is owned by You.**

This contract does not exclude pre-existing conditions "if such conditions were known or should reasonably have been known by the service company or the person selling the service contract on the service company's 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 \$50.00 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.

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

**California:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**. For all products home appliances and home electronic products, if the **Agreement** is cancelled: (a) within sixty (60) days of receipt of this **Agreement**, **You** shall receive a full refund of the purchase price of this **Agreement** provided no service has been performed, or (b) after sixty (60) days, **You** will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of 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:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement.

**Connecticut:** If You purchased this Agreement in Connecticut, You may pursue 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. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement. CANCELLATION section is amended as follows: You may cancel this Agreement if You return the Product or the Product is sold, lost, stolen, or destroyed.

SERVICE LOCATION section is amended as follows: In-Home service is not available for this Agreement.

Within the "IF YOUR PRODUCT NEEDS REPAIR" section of this Contract, the following sentence is added: "If this Service Contract is for less than one year of coverage, this Contract will be extended by the total number of days the Covered Product undergoes Covered Repairs at a Licensed Repair Facility. If this Contract expires while the Covered Product is undergoing a Covered Repair, this Contract will be extended until Covered Repairs are complete."

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

**Georgia:** Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. CANCELLATION section is amended as follows: If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro rata refund of the Agreement price. In the event of cancellation by US, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You. ARBITRATION section of this Agreement is removed.

CANCELLATION section is amended as follows: For cancellations by You within 30 days of the Agreement Purchase Date, 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. For cancellations by the Obligor, refunds will be issued on a pro-rata basis.

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

**Iowa:** If You have any questions regarding this Contract, You may contact the Administrator by mail or by phone. Refer to the application for the Administrator's address and toll-free number. If complaints are not settled with the issuer, Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000, 515- 281-5705.

Within the "CANCELLATION" section of this Contract, the following sentence(s) is added: "Cancellation Provisions", "If this Contract was mailed to You, You may cancel this Contract within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this Contract is cancelled by You after the initial full refund period, or a claim has been filed, You will receive a pro rata refund less a cancellation fee of seventy five dollars (75.00)."

Within the "CANCELLATION" section of this Contract, the following sentence(s) is added: "Cancellation Provisions", "If this Contract is cancelled by You, We will mail a written notice of termination to You with fifteen (15) days of the date of cancellation."; "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within thirty (30) days after the return of this Contract to Us."

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

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

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

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

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

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

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

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

**Nevada:** CANCELLATION section is amended as follows: This Agreement provides a thirty (30) day free look period from the purchase date of the Agreement. You may cancel this Agreement by informing the Selling Retailer of Your cancellation request within thirty (30) days from the date of purchase of the Agreement and You will receive a 100% refund of the full purchase price of the Agreement. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Agreement purchase price. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You, (the holder) in obtaining the service contract, or in presenting a claim or if required to do so by a regulatory authority. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds

not paid or credited within thirty (30) days of receipt of returned Service **Agreement**. ARBITRATION section of this **Agreement** is removed. In emergency situations that defects immediately endanger the health and safety of **You**, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if **We** determine that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, **We** will provide a status report to **You** by verifiable means no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services; 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period; 3) the current estimated time to complete the repairs or services; and 4) contact information for **You** to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made. 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 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**.

This **Agreement** may be renewed at Our discretion. REFER TO THE DECLARATIONS PAGE OF THIS AGREEMENT, OR YOUR SALES RECEIPT OR INVOICE TO DETERMINE IF THERE IS A WAITING PERIOD UNDER THIS AGREEMENT.

CANCELLATION section is amended as follows: 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 a **cancellation fee** to not exceed the cost of the contract or **\$25.00** whichever is less  
COVERAGE section amended as follows: Should repair parts become unavailable because a manufacturer has gone out of business or if a manufacturer no longer provides product support and all parts sources have been exhausted during the coverage period of this Plan, the Administrator/Obligor shall be excused from performance hereunder and You shall receive either a replacement, or a refund for the lessor of the replacement value or \$250.00.

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

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

**New Mexico:** CANCELLATION section is amended as follows: If **You** are the original purchaser of this **Agreement**, **You** may return this **Agreement** pursuant to N.M. Stat. s. 59A-58-9 and receive a refund if: (i) **You** have not made a claim under the **Agreement**; and (ii) **You** return this **Agreement** within twenty days after the date **We** mail **You** a copy of the **Agreement** or within ten days after **You** receive a copy of the **Agreement** if **We** furnish **You** with the copy at the time the **Agreement** is purchased.

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

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

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

**Oregon:** Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least 30 days prior to the date of termination. CANCELLATION section is amended as follows: **You**, the Service **Agreement** Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 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:** If **You** purchased this **Agreement** in South Carolina, complaints or questions about this **Agreement** may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**.

**Texas:** If **You** purchased this **Agreement** in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. Obligor: Advance Core Capital Inc. Advance Core Capital Inc. 2248 Central Drive Suite 107-290 Bedford, Texas 76021-5843 (800) 481-1533. CANCELLATION section is amended as follows: **You**, the Service **Agreement** Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which **Your Agreement** is returned to the provider.

THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE PROVIDER FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER CHAPTER 1304, OCCUPATIONS CODE.

**Utah:** This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. CANCELLATION section is amended as follows: **We** can cancel this **Agreement** during the first sixty (60) days of the initial annual term by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel this **Agreement** during such time period for non-payment of premium by mailing **You** a notice of



cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, **We** may cancel this **Agreement** by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Agreement** or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to **You** at **Your** last known address and contain all of the following: (1) the **Agreement** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

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

**Washington:** All references to Obligor throughout this **Agreement** are replaced with Service Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service agreement. We may not cancel this Agreement without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. You are not required to wait sixty (60) days before filing a claim directly with the Service Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement** holder's permanent residence. **You** may file a direct claim with the Service Provider at any time. EMERGENCY SERVICE section is amended as follows: If after 5pm Eastern Time, **You** are unable to reach **Administrator** at 888-994-0914 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 Everything Breaks, INC 2248 Central Drive Suite 107-291 Bedford, Texas 76021-5843 888-994-0914 for reimbursement. All coverage and exclusions in this agreement will apply.

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

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