

AGREEMENT
Please read this Agreement carefully.

1. DEFINITIONS:

- A.** "Obligor", "We", "Us", and "Our" refers to the company obligated under this Agreement, National Product Care Company, except in Arizona, Florida, and Oklahoma, where it is SERVICE SAVER, INCORPORATED, in Florida, Our license number is 80173, in Oklahoma Our license number is 861336; or in Texas, where it is National Product Care Company dba Texas National Product Care Company, Inc., or in Washington, where it is ServicePlan, Inc.; all located at 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 377-3936.
- B.** "You" and "Your" mean the purchaser of the Covered Product(s) and any authorized transferee/assignee of the purchaser.
- C.** "Administrator" means TWG Innovative Solutions, Inc. (TWGIS), P.O. Box 87639, Chicago, IL 60680-0639, (800) 377-3936
- D.** "Breakdown" means a mechanical or electrical failure of Your Covered Product due to normal wear and tear when operated according to the manufacturer's instructions during the Term of this Agreement.
- E.** "Covered Product" means the consumer item(s) used primarily for personal, family or household purposes which You purchased and is covered by this Agreement.
- F.** "Agreement" means the terms, conditions, limitations and exclusions, including Your Covered Product sales receipt and Face Page.

2. REPAIR PLAN:

(1) Term:

The term and coverage under this Agreement begins on the date shown on the Face page of this Agreement. **If you purchase an Out of Warranty Agreement as indicated on the Face page coverage begins thirty (30) days after the purchase of this Agreement.** The agreement will end on the first of the following to occur: (1) the expiration date shown on the Face page of this Agreement; or (2) the term based on the payment received; or (3) the Agreement cancellation date or (4) the date the Limit of Liability is met. 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.

(2) Coverage:

Through the Administrator, We will repair the Covered Product, at Our discretion, when required due to a mechanical or electrical Breakdown,, including those experienced during normal wear and tear, occurring during the Term of this Agreement. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. If you purchased an Agreement for a Refrigerator, You will be reimbursed up to a maximum limit of three hundred dollars (\$300) for food losses resulting from the covered breakdown of your refrigerator or freezer during the term of this Agreement, proof of loss is required. If you purchased an Agreement for a Washer or Dryer you will receive up to a fifty dollar (\$50) reimbursement for laundry cleaning services if your Covered Product is out for service for more than seven (7) consecutive days. You are required to submit an itemized list for each laundry reimbursement claim to the Administrator. The Covered Product must fail during normal usage. Parts will be replaced with those of like kind and quality. If the Covered Product cannot be repaired, if the cost of the repair exceeds the original purchase price or if parts are no longer available due to the age of the Covered Product or are discontinued by the manufacturer, the Covered Product will be replaced with a product of equal or similar features and functionality.

(3) Limit of Liability:

The limit of liability under this Agreement is the least of the cost of (1) the purchase price of the Covered Product excluding sales tax and shipping and handling charges or (2) authorized repairs not to exceed the purchase price of the Covered Product or (3) replacement of the Covered Product with a product with equal or similar features and functionality or (4) reimbursement for authorized repairs or replacement. Upon replacement, there is no longer any obligation for the replaced product under this Agreement. If you purchased an Advanced Exchange Agreement as indicated on your Face Page, the maximum number of exchanges is one (1) or three (3), as indicated on the Face Page

(4) No Lemon Policy:

During the term of this Agreement, after three (3) service repairs have been completed on the same component of an individual Covered Product and that Covered Product component requires a fourth repair, as determined by Us, We will replace it with a product of equal or similar features and functionality. Upon replacement, there is no longer any obligation for the replaced product under this Agreement. The No Lemon Policy does not apply to repairs during the manufacturer's warranty period.

(5) What to do when Your Product fails to Operate:

Contact the Administrator for the appropriate authorized service center.

- **Call the 24-hour customer service toll-free number at (800) 377-3936**

All repairs must be authorized by the Administrator prior to performance of work. Claims must be submitted by servicer within thirty (30) days of repair. Claims on unauthorized repairs may be denied. Some product issues, 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.

(6) Service Deliverables:

You may pay a deductible for each service call per Product as specified on the Face Page. The deductible is for each occurrence where We approved the service call and is payable to Our service contractor at the time of each visit. If repairs are made to additional Products or systems, a separate deductible will apply to each Product or system repaired. You will not be responsible for deductible charges on repeat service calls completed within 30 days of the original service event for the same issue. Failure to pay the deductible when due may result in the suspension of service. You will receive service on Your Covered Product using the same type of service provided during the manufacturer's warranty as described below

- **In-Home:** Service will be performed in Your home. The authorized service center may opt to remove the Covered Product to perform service in-shop and will return the Covered Product 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 the authorized service center are not covered by this Agreement. In the event a Covered Product must be shipped to a central service facility, We will pay for two-way shipping to the point of repair and thereafter.

3. WHAT IS NOT COVERED:

- A. PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY;
- B. 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;
- C. PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE AS DIRECTED BY THE MANUFACTURER;
- D. INHERENT PRODUCT DEFECTS OR PARTS FAILURE DUE TO A RECALL;
- E. ANY AND ALL PRE-EXISTING CONDITIONS KNOWN BY YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT AND/OR ANY PRODUCT SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS, DEMONSTRATION MODELS, ETC.;
- F. PARTS 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 COVERED PRODUCT, INCLUDING BUT NOT LIMITED TO BATTERIES, LIGHT BULBS, FUSES, AIR OR WATER FILTERS, REFRIGERATOR COIL BRUSHERS, DRYING LINT BRUSHES, ALUMINUM VENTS, WASHER HOSES, WASHER FRESHENERS PROJECTION TV LAMPS, ETC.;
- G. DAMAGE FROM ACCIDENT, ABUSE, MISUSE, MISHANDLING, INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED PRODUCT, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT, ANY COVERED PRODUCT WITH REMOVED OR ALTERED SERIAL NUMBERS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, AND EXTERNAL CAUSES INCLUDING THIRD PARTY ACTIONS, FIRE, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, EXTREME TEMPERATURE, WINDSTORM, SAND, DIRT, HAIL, EARTHQUAKE, FLOOD, WATER, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;
- H. LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT, OR CIVIL COMMOTION;
- I. INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS;
- J. ANY PRODUCT USED IN A COMMERCIAL SETTING OR RENTAL BASIS;
- K. FAILURES THAT OCCUR OUTSIDE OF THE 50 STATES OF THE UNITED STATES OF AMERICA, INCLUDING THE DISTRICT OF COLUMBIA;
- L. NONFUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, SHELVES, DRAWERS, KNOBS, BASKETS, SCRATCHES, HANDLES, COSMETIC PARTS OR PEELING AND DENTS, NONFUNCTIONAL PARTS ARE THOSE PARTS THAT ARE NOT CRITICAL TO THE PERFORMANCE OF THE PRODUCT'S ESSENTIAL FUNCTION, A PART THAT IF MISSING OR BROKEN, DOES NOT RESULT IN THE PRODUCT BEING NON-OPERATIONAL;
- M. UNAUTHORIZED REPAIRS AND/OR PARTS;
- N. COST OF INSTALLATION, SET-UP, DIAGNOSTIC CHARGES, REMOVAL OR REINSTALLATION OF THE COVERED PRODUCT, EXCEPT AS PROVIDED HEREIN;
- O. ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT;
- P. ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE COVERED PRODUCT;
- Q. ANY MECHANICAL BREAKDOWN OR DAMAGE CAUSED BY A COMPUTER VIRUS;
- R. SERVICE WHERE NO PROBLEM CAN BE FOUND;
- S. BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT;
- T. FAILURE AS A RESULT FROM RUST OR CORROSION ON ANY COVERED PRODUCT OR PART;
- U. INCORRECT CONNECTION OF SIGNAL LEADS OR INCORRECT ELECTRICAL SUPPLY AND FAILURE OR IMPROPER USE OF ANY ELECTRICAL SOURCE;
- V. ABNORMAL VARIATION OF ELECTRICITY OR WATER SUPPLY;
- W. WATER AND GAS LINES BEYOND THE COVERED PRODUCT;
- X. DAMAGE INCURRED WHILE MOVING THE COVERED PRODUCT TO ANOTHER LOCATION;
- Y. MODIFICATIONS TO MEET CHANGES IN FEDERAL, STATE OR LOCAL CODES AND REGULATIONS
- Z. REIMBURSEMENT OF FOOD LOSS DUE TO NATURAL SPOILAGE OR CAUSED BY MISUSE OF THE COVERED PRODUCT;
- AA. DAMAGE TO CLOTHING;
- BB. IMPROPER INSTALLATION OF COMPONENTS;
- CC. CORRUPTION OF ANY RECORDING MEDIA, INCLUDING 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;
- DD. GLASS, REFRIGERATOR SLIDERS AND RAILS, ADJUSTABLE LEGS AND/OR ROLLERS AND HANDLES DAMAGED BY EXTERNAL CAUSES.
- EE. CABLES, SHELVES, DRAWERS, AND THE CLEANING OF GLASS COMPONENTS.
- FF. NOISE, ODOR AND PRODUCT PERFORMANCE WHICH IS NOT CAUSED BY A FAILURE.
- GG. COSTS RELATED TO THE REMOVAL OR RE-INSTALLATION OF A PRODUCT THAT IS NOT EASILY ACCESSIBLE BY THE TECHNICIAN AND INSTALLATION OF A REPLACEMENT PRODUCT.

4. CONDITIONS:

A. Renewal:

This Plan is renewable at Our discretion. Renewal cost reflects the age of the Covered Product and service costs at time of renewal.

B. Transferability:

This Agreement is transferable by the original purchaser for the balance of the original extended protection period. The Covered Product may be registered by mailing information to the Administrator, including the agreement reference number, date of new ownership, new owner's name, complete address, and telephone number.

C. Territories:

The agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include any Canadian or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.

D. Subrogation:

If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

E. Dispute Resolution - Arbitration:

This Service Contract requires binding arbitration if there is an unresolved dispute between You and Us concerning this Service Contract (including the Cost of, lack of or actual repair or replacement

arising from a Breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Service Contract by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Breakdown occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract.

5. STATE VARIATIONS:

State Variations: The following state variations will control if inconsistent with any other provisions:

- (1) **In Arizona:** The following statement is added to Section 4.E "Dispute Resolution - Arbitration": Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance, Consumer Affairs Division 800-325-2548.
- (2) **In Arkansas:** The following statement is added to Section 4.G "Entire Agreement": A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation. The following is added to this Agreement: This Agreement does not exclude pre-existing conditions.
- (3) **In California:** Section 4. E. "Dispute Resolution - Arbitration" is amended by adding the following: The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact them at 1-800-952-5210, or You may write to Department of Consumer Affairs, Consumer Information Division, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at www.bhgs.dca.ca.gov.
- (4) **In Colorado:** The following is added to this Agreement: The use of non-original manufacturer's parts is permitted.
- (5) **In Connecticut:** The following statement is added to Section 4.E "Dispute Resolution - Arbitration": The following language is added: The State of Connecticut has established process to settle disputes arising from service contracts as outlined in in CGS 42-260 et. al. If

F. Cancellation:

You may cancel this Agreement for any reason at any time by contacting the Administrator. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement, You will receive a full refund of the Agreement Retail Charge paid. If You do not receive a full refund or credit within thirty (30) days, a ten percent (10%) penalty per each thirty (30) day period shall be added to the refund. If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro-rata refund of the Agreement Retail Charge paid based on the time remaining on Your Agreement. No fees or past claims will be deducted from the refund, and the refund will be sent to You within thirty (30) business days from the cancellation request or else a ten percent (10%) penalty per each thirty (30) day period shall be added to the refund. 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. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, You will receive a pro-rata refund on funds paid based on the time remaining on Your Agreement.

G. Entire Agreement:

This is not a contract of insurance. This is the entire Agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The seller of the Agreement is not a party to this Agreement. Except in Washington state, the Obligor under this Agreement is insured by a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206. If a claim is not paid within sixty (60) days of submitting the claim or if the Obligor becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206. In Washington, the obligations of the Obligor are backed by the full faith and credit of the Obligor.

You purchase this Service Contract in Connecticut, a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Service Contract Price, the Cost of repair of the product and a copy of this Service Contract. 4.F "Cancellation" of this Agreement: You may cancel this Agreement if You return the Product, or if the Product is sold, lost, stolen or destroyed.

- (6) **In the District of Columbia:** Section 4F "Cancellation" is deleted in its entirety and replaced with the following: You may cancel this Agreement for any reason at any time by contacting the Administrator. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement and no claim has been made, You will receive a full refund of the Agreement Retail Charge paid. If You do not receive a full refund or credit within forty-five (45) days, a ten percent (10%) penalty per month shall be added to the refund. If You cancel after thirty (30) days of receipt of Your Agreement or a claim has been made within the first thirty (30) days of Your Agreement, You will receive a pro-rata refund of the Agreement Retail Charge paid based on the time remaining on Your Agreement, less any claims paid. No fees will be deducted from the refund, and the refund will be sent to You within forty-five (45) business days from the cancellation request or else a ten percent (10%) penalty per month shall be added to the refund. 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. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, You will receive a pro-rata refund on funds paid based on the time remaining on Your Agreement.
- (7) **In Florida:** The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation. Section 4.E "Dispute Resolution - Arbitration" is removed.

- (8) **In Georgia:** Section 4.E "Dispute Resolution - Arbitration" is removed. Section 4.F "Cancellation" 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. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. If We cancel this Agreement, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. This Agreement will be interpreted and enforced according to the laws of the state of Georgia.
- (9) **In Michigan:** The following statement is added to Section 2.1 "Term": 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.
- (10) **In Nebraska:** The following statement is added to Section 4.E "Dispute Resolution - Arbitration": Notwithstanding anything in this Agreement to the contrary, if You and We mutually agree at the time of loss, this Agreement provides for arbitration if there is an unresolved dispute between You and Us concerning this Agreement. You agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon You. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement.
- (11) **In Nevada:** Section 4.F "Cancellation" is amended as follows: If You do not receive a full refund or credit within thirty (30) days, a ten percent (10%) penalty per each thirty (30) day period or portion thereof shall be added to the refund. The following statement is added to Section 4. G. "Entire Agreement" If You are not satisfied with the manner in which We are handling the claim on Your Agreement, You may contact the Commissioner by calling the toll-free number, (888) 872-3234.
- (12) **In New Hampshire:** The following statement is added to Section 4.E "Dispute Resolution – Arbitration": All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542. The following statement is added to Section 4.G "Entire Agreement": In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301, (603) 271-2261.
- (13) **In New Jersey:** The following is added to this Agreement: The use of refurbished, reconditioned, or non-original manufacturer's parts is permitted.
- (14) **In New Mexico:** Section 4.F "Cancellation" is amended as follows: If this Agreement has been in force for a period of seventy (70) days, We may not cancel 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 increase the service required under this Agreement. If You do not receive a full refund or credit within thirty (30) days, a ten percent (10%) penalty per each thirty (30) day period or portion thereof shall be added to the refund.
- (15) **In North Carolina:** The following statement is added to Section 4.G "Entire Agreement": You understand that the purchase of this Agreement is not required to purchase or to obtain financing for the Covered Product.
- (16) **In Oregon:** Section 4.E "Dispute Resolution - Arbitration" is removed.
- (17) **In Oklahoma:** The following statement is added to section 4.F "Cancellation" of this Agreement: In the event the Agreement is canceled by You, return of the Agreement Retail Charge paid shall be based upon ninety percent (90%) of the unearned pro rata Agreement Retail Charge paid less the actual cost of any service provided under this Agreement. In the event the Agreement is canceled by Us, return of Agreement Retail Charge paid shall be based upon one hundred percent (100%) of unearned pro rata Agreement Retail Charge paid less the actual cost of any service provided under this Agreement. The following statement is removed from Section 4.E "Dispute Resolution - Arbitration": The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. The following statement is added to Section 4.G "Entire Agreement": NOTICE: This service warranty is not issued by the manufacturer or wholesale company marketing the Product. This service warranty will not be honored by such manufacturer or wholesale company. The following statements have been added: a) Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.; b) Obligations of the Obligor under this service warranty are insured by a service Agreement reimbursement policy with Virginia Surety Company, Inc. 175 West Jackson Blvd. 11th Floor, Chicago, IL 60604 (800) 209-6206; c) Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contract.
- (18) **In South Carolina:** The following statement is added to Section 4.G "Entire Agreement": 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.
- (19) **In Texas:** The following statement is added to Section 4.F "Cancellation": If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement, Your Agreement will be voided. If Your Agreement is voided and You do not receive a refund or credit within thirty (30) days of receipt of the returned service Agreement, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604. The following statement is added to Section 4.G "Entire Agreement": 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. The Service Contract Administrator license number for TWG Innovative Solutions, Inc. is 121.
- (20) **In Utah:** Section 4.E "Dispute Resolution - Arbitration" is deleted in its entirety and replaced with the following: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court

action pursuant to the rules of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. Section 4.F "Cancellation" is amended as follows: We can cancel this Agreement during the first (60) sixty days of the initial annual term by mailing 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 cancellations due to 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 We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, (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 cancellation, and (4) a detailed explanation of the reason for cancellation. The following statement is added to Section 4.G "Entire Agreement": 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. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

- (21) **In Virginia:** If any promise made in this Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.
- (22) **In Washington:** "Entire Agreement" Section 4.G is deleted in its entirety and replaced with the following: "In Washington this is not a contract of insurance. This is the entire Agreement between You

and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Selling Retailer is not a party to this Agreement. The Obligations of the Obligor under this Agreement are backed by the full faith and credit of the Obligor." The following statement is added to "Dispute Resolution - Arbitration" Section 4.E: "In Washington any binding arbitration will be held at a location closest to Your permanent residence."

- (23) **In Wisconsin:** Any mention of the term "Obligor" in this Agreement is deleted and replaced with the term "Provider. The following statement is added to Section 4.D "Subrogation": The Agreement holder will be made whole before We may retain any amount We may recover. The following statement is added to Section 4.E "Dispute Resolution - Arbitration": No mandatory arbitration is allowed. Both parties must agree to participate. If one party disagrees to participate, the arbitration provision becomes null and void. The following statement is removed from Section 4.E "Dispute Resolution - Arbitration": "The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement." and replaced with the following statement: "The laws of the state of Wisconsin (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement". The following statement is added to Section 4.G "Entire Agreement": **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** 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.
- (24) **In Wyoming:** The following statement is added to Section 4.E "Dispute Resolution - Arbitration": Arbitration can only be final and binding if agreed to by the parties involved, and in a separate written agreement.