

## IMS Safety Net Protection Plans TERMS AND CONDITIONS

Welcome to your IMS Safety Net Protection Plan (the "Plan"). These terms and conditions outline all of the details of Your Plan, such as coverage information, how to file a claim, cancellation policies, and much more. Please read these terms and conditions carefully so that You fully understand Your coverage. You must keep this Plan and Your receipt for the Covered Product, as You may be required to provide it to obtain service. Refer to Your Purchase Confirmation to determine the Plan Term and other important information that may affect Your coverage under this Plan. THIS PLAN IS NOT AN INSURANCE POLICY. This Plan does not replace Your manufacturer's warranty. You must maintain the Covered Product as recommended by the manufacturer or any other warranty included with the Covered Product.

### A. DEFINITIONS:

- (1) "**Obligor**," "**We**," "**Us**," and "**Our**" mean the company obligated under this Plan, Integrated Marketing Solutions, Inc., whose address is 1112 7<sup>th</sup> Avenue, Monroe, WI 53566, telephone: (877) 745-2661 in all states.
- (2) "**You**," "**Your**," and "**Purchaser**" mean the person who purchased the Covered Product and this Plan, as shown on Your Purchase Confirmation, and any authorized transferee/assignee of the Purchaser.
- (3) "**Plan**" or "**Contract**" means this IMS Safety Net Protection Plan, including all terms, conditions, limitations, exceptions, and exclusions.
- (4) "**Covered Product**" means the consumer product identified on Your Purchase Confirmation and covered under this Plan.
- (5) "**Failure**" means mechanical, electrical, or structural breakdown of Your Covered Product, including those experienced because of its normal wear and tear as well as mechanical or electrical failure caused by a direct result of a power surge, causing Your Covered Product not to function as intended by the manufacturer of the Covered Product due to defects in materials or workmanship.
- (6) "**Portable Product**" means a Covered Product designed to be portable in nature and intended for portable use by the manufacturer, including, but not limited to, musical instruments, cell phones, cameras, laptops, and tablets.

- (7) "**Replacement Product**" refers to a new, refurbished, or remanufactured product, or a product of equal or similar features and functionality that performs to the factory specification of the original product. Technological advances may result in a Replacement Product with a lower selling price than the original Covered Product.
- (8) "**Selling Retailer**" means the entity selling the Covered Product and this Plan.
- (9) "**Manufacturer's Warranty**" refers to the warranty coverage provided by the manufacturer or the Selling Retailer of the Product.
- (10) "**Purchase Confirmation**" Your sales receipt or purchase confirmation email from the Selling Retailer or the linked document provided on the sales receipt for the purchase of this Plan.

### B. COVERAGE TERM:

- (1) The term of this Plan begins on the sixty-first (61st) day following the purchase date of Your Covered Product, and continues for the period indicated on Your Purchase Confirmation ("**Coverage Term**"). Any claims filed prior to the sixty-first (61st) day following the purchase date of Your Covered Product are considered pre-existing conditions and are not covered by this Plan.
- (2) Coverage remains in effect throughout the duration of Your Coverage Term, unless cancelled or fulfilled.
- (3) If Your Covered Product is being serviced by an authorized technician when this Plan expires, the Coverage Term will be extended until the service is completed.

### C. WHAT IS COVERED

- (1) **Eligible Products:** Subject to the terms and conditions of this Plan, the following products are eligible for coverage.
  - (i) Electronics (e.g., televisions, cell phones, tablets, laptops, computers, audio equipment, surveillance systems, global positioning satellites (GPS), video game consoles, digital picture frames, DVD/VCR and BLU-RAY players, home theater systems, printers, projectors, telephones, media recorders, speakers, video players,

scanners, cameras, lenses, RC Toys, drones, action cameras, 360 cameras, lighting equipment, video cameras, microphones, mixers, audio interfaces, audio recorders, flashes, monolights, light reflectors, karaoke machines, and headphones).

(ii) Furniture (e.g., sectionals, loveseats, recliners, leather, blended leather, vinyl and nubuck furniture, cloth or fabric furniture, wooden furniture and tables, end tables, coffee tables, rugs, mattresses, metal or wooden bedframes, accent chairs, area rugs, mattresses and box springs, mirrors and other hard surfaces (includes: metal, glass, laminate, stone), outdoor furniture[, and massage chairs]).

(iii) General Merchandise (e.g., mini-refrigerators, humidifiers, mini-freezers, small kitchen electrics, hot water dispensers, humidifiers, portable heaters, electric fireplaces, smart thermostats, indoor electric portable and ceiling fans, vacuums, floor steamers, irons, fabric steamers, portable and non-portable AC, sewing machines, irons, luggage, lawnmowers, power generators, drills, saws, grinders, sanders, nail guns, pressure washers, edgers or weed eaters, chainsaws, leaf blowers, hedge trimmers, air compressors, electric welders, wet/dry vacuums, tillers, wood splitters, wood chippers, snow blowers, metal detectors, gas grills, pellet grills, electric grills, outdoor fryers, charcoal smokers, outdoor pizza ovens, air fryers, outdoor portable ovens, single-burner portable grill, electronic toys, bikes, pools, spas, hair dryers, hair trimmers, foot spas, massagers, blood pressure monitors, fitness trackers, tread mills, stationary bikes, steppers, and musical instruments).

(iv) Jewelry (e.g., rings, necklaces, earrings, bracelets, and watches).

(2) **Manufacturer's Warranty:** This Plan is inclusive of the Manufacturer's Warranty; it does not replace the Manufacturer's Warranty. After the Manufacturer's Warranty expires, the Plan continues to provide some of the Manufacturer's Warranty benefits as well as certain additional benefits listed within these terms and conditions.

(i) Parts and services covered during the Manufacturer's Warranty period are the responsibility of the manufacturer.

(ii) We will refer You back to the manufacturer or Selling Retailer if We determine a Failure is covered by the Manufacturer's Warranty.

(3) **Coverage:** Subject to the terms and conditions of this Plan, We, in our sole discretion, will repair or replace Your Covered Product that becomes inoperable and is unable to perform its primary function during the Coverage Term due to Failure. If We elect to replace Your Covered Product, We will provide a comparable Replacement Product, or a gift certificate with a value up to the purchase price of the Covered Product, excluding sales tax, which is not covered by this Plan. Any Replacement Product, or gift certificate provided to You as a result of a claim being made under the terms of this Plan will require the purchase of a new Plan to receive coverage for the Replacement Product provided by Us. Failure of the Covered Product must be reported within thirty (30) days of the original Failure date.

(i) **Specific for Jewelry:** We will cover broken, bent, or worn prongs, clasps, and hinges; knotted or broken links in necklaces and bracelets; broken or lost pins and earring posts; restringing of stretched pearl necklaces; re-shanking; and replacement for loss of diamond or gemstone center stones or side/enhancement stones up to a maximum of .50 carat per Covered Product, due to a defect in the setting. [Coverage also includes the following services for the Covered Product: ring sizing as result of weight change; refinishing and polishing; rhodium plating white gold; earring repair; chain soldering; resetting diamonds and gemstones; repair of chipped or cracked stones (including center stones)].

(ii) **Specific for Watches:** We will cover mechanical failure of watches and accidental breakage of stem or band, case, and crystal. [Coverage also includes battery replacement and replacement for loss of stones from bezel up to a maximum of .10 carat per Covered Product.]

(iii) **Specific to Furniture, Handbags, and Luggage:** We will cover bed frames and adjustable bed frames, springs, mechanisms (sleeper, reclining, inclining, heating and vibrating, umbrella); stains from a specific incident including food, beverage, cosmetics, lotion, nail polish, nail polish remover, bleach, glue, grease, suntan oil, paint, ball point pen, gum, tar, wax, ink, dye, grass, mud, shoe polish, human and pet bodily fluids (excluding an accumulation of oils due to normal wear); accidental damage from a specific incident including bum mark, puncture, rip, tear or cut, breakage, liquid ring or mark, heat mark, scratch, gouge, or chip (Wood & Hard Surfaces Only), checking, cracking, bubbling, or peeling of finish (Wood & Hard Surfaces Only), seam separation (due to a single incident); loss of silvering (Mirrors

Only); breakage of welds (Outdoor Furniture Only).

- (4) **Accidental Damage in Handling (“ADH”) – Portable Products Only:** Covered Product is protected against accidental damage in handling such as drops and liquid spills. ADH only covers operational or mechanical failure caused by a single incident while handling and does not include protection against theft, mysterious disappearance, misplacement, viruses or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the Covered Product, cosmetic damage and/or other damage that does not affect the unit’s functionality, damage caused during shipment between You and Our service providers, and any other limitations listed in the “Exclusions” section of this Plan. For the purpose of this Plan, ADH is defined as unintentional and accidental damage from handling, such as drops, spills and cracked screens, as a result of normal use and is limited to a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events.

**D. EXCLUSIONS: FOR ALL PRODUCTS, UNLESS OTHERWISE EXPRESSLY COVERED UNDER ONE OF THE COVERED OPTIONS, THIS PLAN DOES NOT APPLY TO THE FOLLOWING UNLESS REQUIRED BY APPLICABLE LAW:**

- (1) **PRODUCTS WITHOUT A MANUFACTURER’S WARRANTY;**
- (2) **PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER’S PARTS AND LABOR LIMITED WARRANTY;**
- (3) **ANY DAMAGE OR PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER’S WARRANTY, REGARDLESS OF WHETHER THE MANUFACTURER HONORS SUCH WARRANTY;**
- (4) **FAILURE TO FOLLOW THE MANUFACTURER’S INSTRUCTIONS OR RECOMMENDATIONS FOR OPERATION AND CARE OF THE COVERED PRODUCT, OR “NO PROBLEM FOUND” DIAGNOSIS;**
- (5) **ANY INSURABLE RISK TYPICALLY COVERED BY INSURANCE, REGARDLESS OF WHETHER THE INSURER HONORS SUCH COVERAGE, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, FIRE, HAIL, EARTHQUAKE, WINDSTORM, FLOOD, OR WATER;**

- (6) **EXTERNAL CAUSES OF ANY KIND, INCLUDING THIRD PARTY ACTIONS, INCLUDING, BUT NOT LIMITED TO, FIRE, THEFT, VANDALISM, RIOT, WEATHER RELATED CAUSES OF LOSS OR DAMAGE, MISUSE, ABUSE, OR INTENTIONAL DAMAGE, COLLISION, WAR, TERRORISM, STRIKE, LABOR DISTURBANCE, OR CIVIL COMOTION;**
- (7) **FAILURE CAUSED BY INTRODUCTION OF FOREIGN OBJECTS OR INSECT INFESTATION;**
- (8) **ANY INVOICE PRESENTED TO US FOR PAYMENT FOR SERVICES NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION;**
- (9) **DAMAGE TO OR FROM ACCESSORIES OR ATTACHMENTS USED IN CONJUNCTION WITH THE COVERED EQUIPMENT, INCLUDING REMOTE CONTROLS;**
- (10) **CONSEQUENTIAL AND INCIDENTAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS PLAN;**
- (11) **LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR AWAITING PARTS;**
- (12) **EXCEPT AS EXPRESSLY SET FORTH IN THIS PLAN, ROUTINE MAINTENANCE AND ITEMS INTENDED TO BE PERIODICALLY REPLACED BY YOU DURING THE COVERED PRODUCT’S LIFE, INCLUDING, BUT NOT LIMITED TO, BATTERIES, LIGHT BULBS, FILTERS, BELTS, SPARK PLUGS, KNOBS, OR COMPUTER SOFTWARE;**
- (13) **FAILURE OR DAMAGE TO A COVERED PART CAUSED BY A DEFECT IN A NON-COVERED PART;**
- (14) **UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT;**
- (15) **PRODUCTS THAT HAVE BEEN USED IN CONJUNCTION WITH ANY ILLEGAL ACTIVITY;**
- (16) **ANY FAILURES, PARTS AND/OR LABOR COSTS INCURRED THAT ARE ASSOCIATED WITH A PRODUCT RECALL, REGARDLESS OF THE MANUFACTURER’S ABILITY TO PAY FOR SUCH REPAIRS;**
- (17) **PARTS OR REPAIRS DUE TO NORMAL WEAR AND TEAR UNLESS OTHERWISE SPECIFIED OR UNLESS TIED TO A FAILURE;**

- (18) ANY NONOPERATING OR DECORATIVE PART AND PARTS NOT ESSENTIAL TO THE BASIC OPERATION OF THE COVERED PRODUCT, SUCH AS PARTS PROVIDED PRIMARILY FOR AESTHETICS OR FOR THE COMFORT OF THE USER, INCLUDING, BUT NOT LIMITED TO, KNOBS, HINGES, HANDLES, OR PLASTICS PARTS;
- (19) NON-FUNCTIONAL COSMETIC DAMAGE, INCLUDING, BUT NOT LIMITED TO, SCRATCHES, PAINT PEELING, OR DENTS;
- (20) FAILURE DUE TO UNAUTHORIZED REPAIRS AND/OR REPLACEMENTS;
- (21) COSTS OR DAMAGES DURING INSTALLATION, SET-UP, DIAGNOSTIC CHARGES, CLEANING, REMOVAL, OR REINSTALLATION OF THE COVERED COMPONENTS, EXCEPT AS PROVIDED HEREIN;
- (22) LACK OF PROPER MAINTENANCE;
- (23) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS PLAN AND/OR ANY PRODUCT SOLD USED OR 'AS IS', INCLUDING, BUT NOT LIMITED TO, FLOOR MODELS, DEMONSTRATIONS MODELS, ETC.;
- (24) ANY OTHER LOSS OTHER THAN A COVERED FAILURE;
- (25) ANY FAILURES REPORTED AFTER EXPIRATION OF THIS PLAN;
- (26) BATTERY LEAKAGE;
- (27) FUNGUS, MOLD, MILDEW, ROT, RUST, OR CORROSION;
- (28) REPAIRS OR REPLACEMENT DUE SOLELY TO A NOISE, SQUEAKS, OR ODOR COMPLAINT;
- (29) ANY CLAIM OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA[, WITH THE EXCEPTION OF HAND-HELD DEVICES WITH WORLDWIDE COVERAGE];
- (30) COST OF PREVENTATIVE MAINTENANCE AND DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE;
- (31) ANY PRODUCT USED IN A COMMERCIAL SETTING OR RENTAL BASIS; AND
- (32) FAILURES THAT INTENSIFY AS A RESULT OF NEGLIGENCE.

## FOR FURNITURE, HANDBAGS, AND LUGGAGE

IN ADDITION TO THE EXCLUSIONS LISTED ABOVE, UNLESS OTHERWISE EXPRESSLY COVERED HEREIN, THIS PLAN DOES NOT APPLY TO THE FOLLOWING UNLESS REQUIRED BY APPLICABLE LAW:

- (1) SPILLAGE OF ANY KIND UNLESS OTHERWISE NOTED UNDER THE "WHAT IS COVERED" SECTION;
- (2) SUN FADE OR DIRECT EXPOSURE TO SUNLIGHT, BRIGHT LIGHT OR EXTREME HEAT, EXTREME TEMPERATURE OR HUMIDITY CHANGES, ATMOSPHERIC CONDITIONS, ANY HEATING PROCESS, AND/OR DRYING;
- (3) STAIN OR DAMAGE CAUSED BY INCONTINENCE;
- (4) PET DAMAGE (EXCEPT BODILY FLUIDS AS OUTLINED UNDER THE "WHAT IS COVERED" SECTION);
- (5) ANY STAIN, SOILING, OR DAMAGE RESULTING FROM EVERYDAY USE OR WHICH HAS BUILT UP OVER TIME, E.G., HAIR, PERSPIRATION, BODY OR SUNTAN OILS, AND LOTIONS;
- (6) GUM AND ACIDS, INCLUDING, WITHOUT LIMITATION, DYES AND INKS (EXCEPT BALLPOINT), PLANT FOOD, AND FERTILIZER, AND BLEACH;
- (7) DESIGN DEFICIENCY;
- (8) FABRICS WITH "X" CLEANING CODES AND NON-COLORFAST FABRICS AND LEATHERS;
- (9) VARIATION OF THE COLOR, OR GRAINING OF WOOD OR WOOD PRODUCTS, MARBLE, OR LEATHER;
- (10) NATURAL MARKINGS ON LEATHER, SUCH AS, HEALED SCARS, INSECT BITES, BRAND MARKS, OR WRINKLES, OR SUEDE AND LEATHERS WITH EMBOSSED PATTERNS OTHER THAN THOSE STIMULATING NATURAL COWHIDE;
- (11) NON-BOVINE LEATHERS AND OTHER BUFFED LEATHERS;
- (12) STAINS, COLOR LOSS, OR DAMAGE RESULTING FROM HARSH OR CORROSIVE CHEMICALS OR CLEANING METHODS OR PRODUCTS, INCLUDING, DETERGENTS, ABRASIVES, OR OTHER HARSH CLEANING

**AGENTS, OTHER THAN THOSE  
RECOMMENDED BY THE FURNITURE  
MANUFACTURER;**

**(13) STONE OR SAND ABRASION;**

**(14) WEAR RELATED ISSUES, INCLUDING, BUT NOT  
LIMITED TO, FADING, WEAR, SEAM  
SEPARATION, STRESS TEARS, LOSS OF FOAM  
RESILIENCY, SCUFFING, SURFACE  
ABRASIONS, LOOSE JOINTS, AND PILLING OR  
FRAYING OF ANY FABRIC ON ALL TYPES OF  
FURNITURE;**

**(15) SPLITS OR BI-CAST LEATHER;**

**(16) REUPHOLSTERED OR HANDMADE FURNITURE;**

**(17) WICKER, RATTAN, AND TEAKWOOD  
FURNITURE;**

**(18) [MASSAGE CHAIRS;]**

**(19) STAINS OR DAMAGE TO SUEDE, SPLIT-GRAIN  
LEATHER HIDE, OR EXOTIC LEATHERS;**

**(20) MANUFACTURER QUALITY ISSUES SUCH AS  
STRESS TEARS, FABRIC FLAWS, FADING,  
COLOR LOSS OR CHANGE, LOSS OF FOAM OR  
RESILIENCY, CRACKING AND PEELING OF  
LEATHER OR VINYL, NATURAL LEATHER  
MARKINGS, AND DEFECTS IN DESIGN AND  
WORKMANSHIP;**

**(21) STAINS OR DAMAGE THAT OCCUR DURING  
ASSEMBLY, DELIVERY, INSTALLATION,  
BEFORE FURNITURE IS DELIVERED TO YOUR  
RESIDENCE, WHILE THE FURNITURE IS  
LOCATED OUTSIDE OF YOUR RESIDENCE,  
WHILE THE FURNITURE IS IN STORAGE OR  
BEING MOVED TO OR FROM STORAGE OR  
BETWEEN RESIDENCES; AND**

**(22) STAINS OR DAMAGE CAUSED BY  
INDEPENDENT CONTRACTORS.**

#### **E. HOW TO FILE A CLAIM**

(1) You must follow all of the procedures stated in this Section E to be eligible for service under this Plan. Your failure to comply with the procedures set forth in this Section E will disqualify Your Claim. IT IS YOUR RESPONSIBILITY TO PROTECT THE COVERED PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS. Failure of the Covered Product must be reported within thirty (30) days of the original Failure date. To report the Failure:

(i) To file a claim, You may either go online to [Website] or call the toll-free number at [(877) 745-2661] [between the hours of 9:00 AM and 5:00 PM CST, Monday through Friday].

(ii) You will be required to provide a copy of Your Purchase Confirmation for the Covered Product and the Plan. We may require You to complete a claim form prior to receiving service, replacement, or a gift certificate for Your Covered Product. You may be required to provide additional documentation, including photo identification and other claim documentation as a condition to receiving service, replacement, or a gift certificate. We must receive any photos or other documentation that We may request within [thirty (30)] days of when You first reported Your claim otherwise Your claim may be denied.

(2) WE RESERVE THE RIGHT TO INSPECT YOUR COVERED PRODUCT PRIOR TO AUTHORIZATION OF REPAIRS. You must consent to all repairs made under this Plan. All repairs must be authorized by Us prior to performance of work. Claims on unauthorized repairs may be denied. We may use non-original parts for repairs.

(3) Once Your claim is approved, You will be informed of Your Covered Product's qualifying type of service. For repair services, We will provide a pre-paid shipping label to send Your Covered Product to an authorized service center for repair. For some Covered Products, We may schedule an appointment for in-home or remote service. We may use non-original parts for repairs.

(4) If We determine that We will either replace it with a Replacement Product, or issue You a gift card or check for the original purchase price You paid for the Covered Product, excluding sales tax, as indicated on Your Purchase Confirmation. To receive Your Replacement Product, gift card, or check, You may be required to return the Covered Product to Us using a pre-paid shipping label.

**F. DEDUCTIBLE:** There is no deductible required to obtain service for repair or replacement of the Covered Product.

**G. TERM AND TERMINATION:** The Plan may only be purchased through the Selling Retailer or directly from the Obligor, and shall be effective for the Coverage Term. No additional work orders will be covered. Further, this Plan shall terminate immediately upon the Limit of Liability being met or upon the occurrence of any of the following: (1) the Coverage Term has expired or been exceeded; (2) the Covered Product is modified or altered in ways not approved by Us or not in accordance or

compliance with factory specifications; (3) service or repair, other than normal maintenance and/or replacement of consumables, is performed by someone other than an authorized third-party service provider or otherwise approved by Us in writing; (4) the Covered Product is moved to a location outside the United States; or (5) the Manufacturer's Warranty is terminated or voided prior to the original expiration date for any reason.

#### **H. LIMIT OF LIABILITY:**

- (1) For any single claim, the limit of liability under this Plan is the least of the cost of: (i) authorized repairs; (ii) a Replacement Product; (iii) reimbursement for authorized repairs or replacement; or (iv) the original purchase price You paid for the Covered Product, excluding sales tax, as indicated on Your Purchase Confirmation for the Covered Product.
- (2) The total liability under this Plan for any single, Covered Product is: (i) replacement of the Covered Product with a Replacement Product; (ii) reimbursement of the original purchase price You paid for the Covered Product, excluding sales tax, as indicated on Your Purchase Confirmation for the Covered Product; or (iii) the total of all authorized repairs up to the original purchase price You paid for the Covered Product, excluding sales tax, as indicated on Your Purchase Confirmation for the Covered Product. If We have met any of the conditions set forth in (i), (ii) or (iii) of this paragraph, We shall have fulfilled all obligations owed under this Plan and this Plan shall terminate.

#### **I. CANCELLATION:**

- (1) **Cancellation by You:** You may cancel this Plan for any reason at any time by contacting us at (877) 745-2661 or by writing to 1112 7<sup>th</sup> Avenue, Monroe, WI 53566. If You wish to cancel this Plan within thirty (30) days of receipt of this Plan, You will receive a full refund, less the cost of any claims that have been paid or repairs that have been made. If You cancel after thirty (30) days of receipt of this Plan, You will receive a pro-rata refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for this Plan, less the cost of any claims that have been paid or repairs that have been made, less an administrative or cancellation fee not to exceed 10% of the cost of the contract or fifty-dollars (\$50.00), whichever is less.
- (2) **Cancellation by Us:** We may not cancel this Plan except for fraud, material misrepresentation, or non-payment by You, or if required to do so by law or a regulatory authority having jurisdiction over this Plan. A written notice will be provided at least thirty (30) days prior to cancellation at Your last known email or

mailing address, with the effective date of the cancellation and the reason for cancellation. If We cancel this Plan, You will receive a pro-rata refund of the Plan Price (based on the elapsed Coverage Term) of the Plan Price, less the costs of paid claims (if any).

- (3) If You reside in Alabama, Arkansas, California, Colorado, D.C., Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin, or Wyoming, any refund owed and not paid or credited within thirty (30) days of the cancellation effective date will include a ten percent (10%) penalty per month.

#### **J. GENERAL PROVISIONS:**

- (1) **No Lemon Policy:** After three (3) service repairs have been completed on a Covered Product for the same problem within a twelve (12) month period, and We determine that the Covered Product requires a fourth (4th) repair, We will at Our discretion provide You with a Replacement Product, or provide You with a gift card or check with a value equal to the original purchase price you paid for the Covered Product, excluding sales tax, as indicated on Your sales Purchase Confirmation. If We replace the Covered Product or issue a gift card or check, all of Our obligations for the Covered Product under this Plan terminate and will be considered fulfilled.
- (2) **Renewal:** This Plan is not renewable.
- (3) **Subrogation:** If We pay or render service for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.
- (4) **Territory:** The Plan territory is limited to the United States of America, including the District of Columbia, only. It does not include Canadian Provinces or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- (5) **Transferability:** This Plan is non-transferable.
- (6) **Insurance:** This Plan is not an insurance policy, however, Our obligation under this Plan are insured under a contractual liability policy issued by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, TN 38555. If you have filed a claim under this Plan and We fail to pay or provide service within sixty (60) days, or if We become insolvent or otherwise financially impaired, You may contact

Plateau Casualty Insurance Company at 800-621-2130 to report Your claim.

- (7) **Severability:** If any provision of this Plan is found to be invalid or unenforceable, the remaining provisions of this Plan shall continue in full force and effect.
- (8) **Entire Agreement:** This Plan, including the terms, conditions, limitations, and exclusions, and Your Purchase Confirmation constitute the entire agreement between You and Us. No verbal or written representations by any Selling Retailer or marketing materials outside of this Plan shall be of any legal effect to this Plan.

**K. ARBITRATION:**

- (1) Any dispute, controversy, or claim (collectively “**Claims**”) arising out of or relating to this Plan, including, but not limited to, Claims arising out of or relating to any underlying transaction giving rise to this Plan, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance, or other rule of law or equity, shall be settled by arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules in effect at the time the arbitration is commenced, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- (2) To initiate arbitration, You must notify the Us in writing of Your desire to submit Your issue to arbitration. You are responsible for providing the Us with at least three (3) proposed arbitrators. We have the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If We demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to offer additional arbitrators until one is selected. You agree to abide by the Arbitrator’s decision and share the cost of arbitration equally unless the Arbitrator directs otherwise.
- (3) You and We understand and agree that this Plan and the transactions contemplated hereby will have a material connection to interstate commerce and intend that the Federal Arbitration Act applies hereto. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act.
- (4) 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 rather than in arbitration.

- (5) If any portion of this provision (the “**Arbitration Provision**”) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Plan or any prior Plan, this Arbitration Provision governs.
- (6) Nothing herein is intended or should be construed as consent to class-action or representative arbitration.
- (7) If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Plan was purchased, the state’s arbitration rules will govern.
- (8) **YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION; HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.**
- (9) This Arbitration Provision shall survive the termination of this Plan.

**STATE SPECIFIC VARIATIONS:**

The following additional terms and conditions apply only to Plans purchased in the states indicated below and shall govern to the extent of any express conflict with a provision above. For Plans purchased over the telephone or internet, refer to the state in which You reside.

**Alabama:** The administrative fee in the CANCELLATION provision is revised to state that it will not exceed the cost of the contract or twenty-five dollars (\$25), whichever is less. Any arbitration under this Agreement shall be held in the county in which You reside and in the state of Alabama.

**Arizona:** The CANCELLATION provision is revised as follows: If written notice of cancellation is received prior to the end of the term, the cost of any claims that have been paid or repairs that have been made will not be deducted from Your refund. We will not exclude pre-existing conditions if such conditions were known or should reasonably have been known by Us or the Selling Retailer. The Arbitration Provision is revised to state: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints under the

provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the Arizona Department of Insurance and Financial Institutions against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions at (602) 364-2499 or [difi.az.gov/complaint](http://difi.az.gov/complaint).

**California:** For all products if You cancel this Plan within sixty (60) days after Your receipt of the Plan, and no claims have been made, We shall refund or credit You the full purchase price of the Plan. If You cancel this Plan within sixty (60) days from the date of receipt of the Plan, and a claim has been made, You will receive a pro-rata refund, less the cost of any paid claims or repairs. If You cancel this Plan more than sixty (60) days from receipt of the Plan, You shall receive a pro-rata refund, less the cost of any claims that have been paid or repairs that have been made, less an administrative fee not to exceed ten percent (10%) of the price of purchase price of this Plan or twenty-five dollars (\$25), whichever is less. The Arbitration Provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Household Goods and Services (BHGS). To learn more about this process, You may contact BHGS at 1-800-952-5210, or You may write to the Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at [www.hllps://bhgs.dca.ca.gov/](http://www.hllps://bhgs.dca.ca.gov/). Informal dispute resolution is not available.

**Connecticut:** In the event of a dispute with Us that cannot be resolved, you may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product, and include a copy of this Plan.

**Florida:** The CANCELLATION provision is revised as follows: If You cancel this Plan, return of premium will be based upon ninety percent (90%) of unearned pro-rata premium less any claims that have been paid or less the cost of repairs on Your behalf. If We cancel this Plan, return of premium will be based upon one hundred percent (100%) of unearned pro-rata premium less any claims paid or the cost of repairs made on Your behalf. THE RATE CHARGED FOR THIS PLAN IS NOT SUBJECT TO REGULATION BY THE OFFICE OF INSURANCE REGULATION.

**Georgia:** The CANCELLATION provision is revised as follows: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or non-payment by You. The cancellation shall be in writing and shall conform to the requirements of Section 33-24-44 of the Official Code of Georgia Annotated. If You cancel this Plan within thirty (30) days from the date of purchase, We shall refund or credit You the full purchase price of the Plan, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than thirty (30) days from the date of purchase, We shall refund or credit You the prorated purchase price of the Plan, decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed ten percent (10%) of the unearned pro-rata purchase price, or fifty dollars (\$50), whichever is less. The Arbitration Provision is revised to state that arbitration is non-binding. In the EXCLUSIONS provision, exclusion (23) is revised as follows: Any and all pre-existing conditions known by You that occur prior to the effective date of this Plan and/or any sold "as is" including, but not limited to, floor models, demonstration models, etc.

**Maine:** Arbitration shall be entered by mutual consent and will take place in the Maine county in which this Plan was issued for delivery; local rules shall apply.

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

**Nevada:** The CANCELLATION provision is revised as follows: If this Plan has been in effect for at least seventy (70) days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (i) failure by You to pay an amount when due; (ii) Your conviction of a crime which results in an increase in the service required under the Plan; (iii) discovery of fraud or material misrepresentation by You in obtaining the service contract, or in presenting a claim for service thereunder; (iv) Your act or omission, or Your violation of any condition of the Plan, the discovery of which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or (v) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold. If the Plan is cancelled, We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund. If You are not satisfied with the manner in which We are handling a claim under the Plan, You may contact the Nevada Commissioner of Insurance via the toll-free telephone number (888) 872-3234.



**New Hampshire:** In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, or via telephone: (603) 271-2241.

**New Mexico:** If this Plan has been in effect for at least seventy (70) days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (i) failure by You to pay an amount when due; (ii) Your conviction of a crime which results in an increase in the service required under the Plan; (iii) discovery of fraud or material misrepresentation by You in obtaining the service contract, or in presenting a claim for service thereunder; (iv) Your act or omission, or Your violation of any condition of the Plan, the discovery of which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or (v) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold.

**North Carolina:** The purchase of this Plan is not required either to purchase or to obtain financing for the product. The CANCELLATION provision is revised as follows: We may only cancel this Plan for nonpayment by You or for Your direct violation of any of the terms and conditions of this Plan. The administrative fee shall not exceed ten percent (10%) of the amount of the pro-rata refund or fifty dollars (\$50), whichever is less.

**Oklahoma:** The CANCELLATION provision is revised as follows: If You cancel this Plan, return of premium will be based upon ninety percent (90%) of unearned pro-rata premium less any claims that have been paid or less the cost of repairs on Your behalf. If We cancel this Plan, return of premium will be based upon one hundred percent (100%) of unearned pro-rata premium less any claims paid or the cost of repairs made on Your behalf. Oklahoma license number: [\_\_\_\_]. This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The Arbitration Provision is revised as to not require that arbitration be brought in a state other than Oklahoma.

**Oregon:** The Arbitration Provision is to require mutual agreement for arbitration at the time of dispute. If agreed upon, all proceedings will occur in Oregon (or a mutually agreeable location) and conducted under local rules pursuant to ORS Chapter 36.

**South Carolina:** In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201

Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

**Texas:** You may apply for reimbursement directly with the insurer if a covered service is not provided to You by Us before the forty-sixth (46th) day after the date on which You cancel the Plan. Unresolved complaints or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711 or (512) 463-2906 or (800) 803-9202. Our license number is #920.

**Utah:** THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE UTAH INSURANCE DEPARTMENT. TO FILE A COMPLAINT, CONTACT THE UTAH INSURANCE DEPARTMENT. COVERAGE AFFORDED UNDER THIS PLAN IS NOT GUARANTEED BY THE UTAH PROPERTY AND CASUALTY GUARANTY ASSOCIATION. **Purchase of this product is optional and is not required in order to finance, lease, or purchase a consumer product.** We may not cancel this Plan except for material misrepresentation; substantial change in the risk assumed, unless We should have reasonably foreseen the change or contemplated the risk when entering into the contract; or substantial breach of contractual duties, conditions, or warranties, including non-payment. If We cancel, We will mail to You via first-class mailing written notice at least thirty (30) days in advance, stating the reason and effective date of cancellation, except notice for non-payment shall be provided at least ten (10) days in advance. The Arbitration Provision 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.

**Virginia:** If any promise made in the Plan 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 to file a complaint.

**Washington:** You are not required to wait sixty (60) days before filing a claim directly with [Insurer]. The Arbitration Provision is revised to state: Arbitration proceedings may be held at a location in closest proximity to Your permanent residence. The CANCELLATION provision is revised as follows. We may not cancel this Plan without

providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation.

**Wisconsin:** **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this Plan for nonpayment, material misrepresentation by You to Us, or substantial breach of duties by You relating to the Covered Product or its use. The CANCELLATION provision is revised as follows: The administrative fee shall not exceed ten percent (10%) of the provider fee or fifty dollars (\$50), whichever is less. The Arbitration Provision is revised to state that arbitration is non-binding.

**Wyoming:** The CANCELLATION provision is revised as follows: The Arbitration Provision is revised to state that at the time of any dispute, the parties hereto may agree to resolve their difference by arbitration in a separate written Plan. Any lawsuit or arbitration proceeding shall be conducted within the county in the State of Wyoming where You reside or where the events giving rise to the dispute occurred.]