

Terms and Conditions

These terms and conditions, together with Your Certificate of Coverage and any state-specific amendments, sets forth the entire agreement (“Agreement”) between You and Us. Throughout this Agreement, “You” and “Your” means the contract holder listed on the Certificate of Coverage. The “Administrator” of this Agreement is ProtectALL USA, LLC, who can be contacted at 9151 Boulevard 26, Suite 100B, North Richland Hills Texas 76180, Toll Free Phone Number [1-866-210-1769]. Your “Certificate of Coverage” means the summary of the terms and coverage included with your Agreement.

In all U.S. states except Florida, the Obligor of this Agreement is First Shield Consumer Service Corporation located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108 [1-855-671-1319]. In Florida, the Obligor is First Shield Consumer Service Corporation of Florida located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, Florida Company Code 43785 [1-855-671-1319]. “We,” “Us,” “Our,” and “Obligor” mean the entity contractually obligated to provide service to You under the terms and conditions of this Agreement.

1. TERM: The initial term of this Agreement begins on the Effective Date and ends on the Expiration Date, as those terms are stated on Your Certificate of Coverage. The renewal term, if applicable if authorized under Section 7 below, will be listed on Your Certificate of Coverage and will begin immediately following the Expiration Date. The word “Term” means either the initial term plus any authorized renewal term, as applicable.

2. WHAT IS COVERED: We will furnish labor, parts, or replacement equipment (or pay for same) up to the Limit of Liability as specified in Section 3 necessary to repair electrical or mechanical breakdowns of the product, appliance, or equipment that is covered under this Agreement (“Product”). The Product’s eligibility for coverage is subject to the requirements outlined in Section 4 Eligibility and further subject to the coverage You selected as listed on Your Certificate of Coverage, provided that such service is necessitated by Product failure occurrences during normal usage and caused by normal wear and tear after meeting any Wait Period as outlined in Section 5. The Product includes equipment only as originally configured and parts and accessories that are necessary to the Product’s functionality. Coverage does not apply to accessories that are used in conjunction with or to enhance the Product’s performance.

You are also eligible for the following benefits under this Agreement:

Food Loss: If Your Product includes a refrigerator or freezer, We will reimburse You for food losses resulting from the electrical or mechanical failure of Your covered refrigerator or freezer, up to [two hundred and fifty dollars (\$250)] per appliance, per Term. To receive payment, Your appliance must have been out of service for seven (7) consecutive days and scheduled for repair by a service center authorized by the Administrator. To obtain Food Loss reimbursement, a list of spoiled refrigerated products will be required. Proof of replacement food purchase items must be submitted for reimbursement.

Laundry Reimbursement: This Agreement provides up to [fifty dollars (\$50)] of laundry reimbursement, per claim, for the failure of Your washer or dryer due to electrical or mechanical defects of the appliance, and not a power failure. To receive payment, Your appliance must have been out of service for seven (7) consecutive days and must be scheduled for repair by a service center authorized by the Administrator.

No Lemon Guarantee: If after three (3) repairs for covered failures of Your Product after the expiration of the manufacturer’s warranty on the same component have been completed, and the Product requires a fourth (4th) repair to the same component due to a covered failure, at Our sole discretion, We will provide an exchange, or buyout for Your Product as provided under Section 14.

3. LIMIT OF LIABILITY: For any single claim, the limit of liability under this Agreement is the lesser of the cost of: (a) authorized repairs, (b) replacement with a product of like kind and quality that performs to the factory specifications of the original Product, (c) reimbursement for authorized repairs or replacement, or (d) the price that You paid for the Product. The aggregate limit of liability under this Agreement is the purchase price You paid for the Product; in the event that the total of all authorized repairs exceeds the purchase price paid for the Product or We replace the Product, We shall have satisfied all of Our obligations under this Agreement.

4. ELIGIBILITY: To be eligible for coverage, when You purchase this Agreement, and at the outset of each Term, the Product must be in good working order. The Product must also be:

- a. Less than [10 Years] old.
- b. Owned by You.
- c. Used for residential purposes.
- d. Located in the continental United States, Alaska, or Hawaii.

The Product will not be eligible for coverage if:

- a. It was manufactured for use outside the continental United States, Alaska, or Hawaii.
- b. It is used in a commercial environment, including nonresidential, multiuser, communal, and industrial use.
- c. It was donated to, or is being used in, a not-for-profit environment.
- d. It is used in recreational vehicles, boats, group homes, and animal shelters.
- e. It was sold without a manufacturer's warranty, was sold "as is,"
- f. It was a floor model or demonstration model, unless the Product includes original manufacturer warranty.
- g. It is leased or rented. This includes "rent to own."
- h. It was purchased second hand from locations including, but not limited to eBay, garage sales, or estate sales.
- i. It was refurbished prior to purchase by You.
- j. The serial plate attached to the Product is removed, defaced or made illegible.

IMPORTANT NOTE: We reserve the right to inspect the Product to verify eligibility.

5. WAIT PERIOD: IF YOUR PRODUCT IS NOT COVERED UNDER A MANUFACTURER OR SUPPLIER'S WARRANTY OR ANOTHER EXTENDED SERVICE CONTRACT AS OF THE DATE YOU PURCHASE THE AGREEMENT ("PURCHASE DATE"), YOUR PRODUCT IS SUBJECT TO A SIXTY (60) DAY WAIT PERIOD FROM THE PURCHASE DATE BEFORE IT IS ELIGIBLE FOR COVERAGE UNDER THIS AGREEMENT ("WAIT PERIOD"). CLAIMS OR LOSSES THAT OCCUR PRIOR TO THIS AGREEMENT'S PURCHASE DATE OR DURING THE WAIT PERIOD ARE CONSIDERED PRE-EXISTING CONDITIONS AND ARE NOT COVERED BY THIS AGREEMENT. A WAIT PERIOD DOES NOT APPLY TO ANY RENEWAL TERM UNDER THIS AGREEMENT.

6. OBLIGATION FULFILLED: If the aggregate limit of liability under this Agreement has been reached pursuant to Section 3 or if pursuant to Section 14 the Product is exchanged or a buyout is provided, Our contractual obligations under this Agreement are fulfilled. This Agreement will not be eligible for renewal pursuant to Section 7.

7. RENEWAL: This Agreement is renewable only at Our discretion.

8. TO OBTAIN SERVICE: If service is needed, You must contact the Administrator via toll free [1-866-210-1769] or online at [www.myprotectall.com/service] and explain the problem. The number may be reached 24 hours a day, 7 days a week. Outside of normal business hours You will be asked to leave a message. Your call will be returned the next business day.

You will need to provide the Administrator with the Product's model number, serial number, and the delivery date. As stated on your Certificate of Coverage, You may be asked to provide Your original, itemized purchase receipt as a condition for receiving service under this Agreement. The non-itemized billing statements will not be accepted as proof of purchase. You must request service: (1) Within thirty (30) days of the Product's failure; and (2) prior to the last day of Term listed on the Certificate of Coverage in order to be eligible for service.

If a service fee ("Service Fee") requirement is listed on Your Certificate of Coverage, the Administrator will arrange for an authorized repair person to evaluate Your Product, after You have paid the Service Fee pursuant to Section 9. You will not be reimbursed for work not authorized by the Administrator.

We may, at Our discretion, authorize or request that You contact an independent repair person to evaluate Your Product. If the use of an independent repair person is authorized or requested, We will provide reimbursement for costs paid by You for an evaluation of Your Product. We may also, at Our discretion, provide reimbursement for costs paid by You for any authorized repairs to Your Product. Before any reimbursement will be paid, You must provide Us with a paid itemized receipt, invoice or statement, which is printed on business stationery and includes the name, address and telephone number of the repair provider, as well as a complete description of charges.

IMPORTANT NOTE: Repairs recommended by the repairing facility or repair person but not necessitated by electrical or mechanical breakdown are not covered unless specifically authorized by Us. We reserve the right to inspect the Product prior to authorizing coverage. We reserve the right to arrange for additional authorized repair persons to inspect your Product prior to making a coverage determination ("Additional Claim Opinion"). You will not be charged an additional Service Fee if an Additional Claim Opinion is requested. If You do not make Your Product available for the Additional Claim Opinion Your claim may be denied.

If You request a service call for a non-covered repair or "no failure found" diagnosis is determined for the same problem on a second trip, You may be responsible for all costs associated with the repair or service call. In the event You are unable to meet the servicer for a scheduled onsite repair, You must call to cancel the appointment at least one (1) business day prior to the agreed upon time of service.

or You may, at Our discretion, be responsible for paying any return trip charge for any subsequent rescheduled repair appointments. Any outstanding payments and fees under this Agreement must be paid in full prior to services being rendered.

9. SERVICE FEE: If a Service Fee is listed on Your Certificate of Coverage, You must pay the Service Fee prior to the Administrator arranging for an authorized repair person to evaluate Your Product. You will not be charged an additional Service Fee if the same service is required on the same Product within a 90-day period. We will collect the Service Fee from You at the time of scheduling service. You may pay the Service Fee with a valid credit, debit card or contact the Administrator to arrange for other payment options.

10. TIME FOR SERVICE: Service will be performed between the hours of 8:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding holidays, or otherwise during the service provider's normal hours of operation ("Normal Business Hours"). Neither Us, the Administrator, nor the Dealer, Manufacturer, or Retailer shall be liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.

If service is scheduled outside of Normal Business Hours, You may be charged an additional fee, at Our discretion, to cover the costs above the service provider's authorized hourly rate (such as premium or overtime charges or after-hours service fees). You must pay this fee to the Administrator prior to the authorized repair person evaluating Your Product. This fee may be waived if the services are necessitated by health-related or severe-weather related emergencies. We reserve the right to determine which types of breakdowns, services, or situations constitute an emergency.

11. SERVICE EVENT: After Your claim is authorized, We will, at Our option, (a) repair Your Product, using parts pursuant to Section 13 Repair Parts, or (b) exchange or buyout Your Product as provided in Section 14. The decision to repair, exchange, or buyout Your Product will be made solely by Us.

12. UNABLE TO REPAIR: If We determine that We are unable to repair Your Product for any reason, such as the unavailability of functional parts, service, or technical information, We will exchange or buyout Your Product as provided in Section 14. We may provide at Our discretion, an exchange or buyout, as provided in Section 14 when parts are on extended backorder or technical information is unavailable, for a minimum of forty- five (45) calendar days. We may, at Our discretion, require the Product be returned to Us (or Our designee) at Our expense.

13. REPAIR PARTS: We may use non-original manufacturer's parts or refurbished parts.

14. EXCHANGE OR BUYOUT: We have the option, at Our sole discretion, to (a) exchange Your Product with a replacement product of like kind and quality with similar features and functionality, which may be new or refurbished or contain nonoriginal manufactured parts; or (b) buyout Your Product with a cash settlement based on the original purchase price of the covered Product, excluding taxes, delivery, and installation fees ("Original Purchase Price"). Technological advances may result in a replacement Product with a lower purchase price than the original Product. If We exchange or buyout the Product, the covered Product becomes Our property and We may, at Our discretion, require the Product to be returned to Us (or our designee) at Our expense.

Pursuant to Section 6 Obligation Fulfilled, all of Our contractual obligations under this Agreement for the specified Product will be satisfied if We exchange or buyout Your Product pursuant to this section.

15. PRODUCT ACCESSIBILITY: The repair person must have safe and clear access to, and safe working conditions at and around the Product. Unsafe conditions include, but are not limited to, the presence of animals or insects in work area, a threatening work environment, or the presence of bodily fluids, such as urine and vomit, on or near the Product. If the Product is not accessible, or if the work area is determined to be unsafe by the repairperson, the repair person may, at their discretion, decline to provide service. Important Note: Where the Product is not easily accessible or the work conditions are not safe, We, the Administrator, or the repair person, may at Our or their discretion, charge You an additional fee at the time of the repair to facilitate service.

16. PARTIAL-PAY AGREEMENTS: A "Partial-Pay Agreement" means an Agreement is not paid in full by You at the time of purchase but is paid over time as described on Your Certificate of Coverage. Partial-Pay Agreements have a fixed- term that is not subject to renewal as specified in Section 7. For Partial-Pay Agreements, if payment is not received from You by the specified payment due date(s), as stated on Your Certificate of Coverage, this Agreement will be suspended and no coverage will be available to You until payment is received and further is subject to cancellation as provided in Section 21. Failures of the Product occurring during the suspension period described above shall not be eligible for coverage under this Agreement.

17. SUBCONTRACTORS: Repair and replacement services will be performed by authorized, independent, third-party service providers.

18. EXCLUSIONS:

This Contract Does Not Cover:

- a. Damage, Service or other equipment failure due to, or resulting from, alteration to the equipment or repairs made by anyone other than an authorized service provider, including any unauthorized alterations or repairs made by You to the Product.
- b. Damage or other equipment failure due to operator negligence, user-facilitated adjustments, unauthorized repairs, misuse or abuse whether willful or not, the failure to maintain the equipment according to the owner's manual instructions, accident, mishandling, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, acts of war, and acts of God.
- c. Service necessary because of improper storage, improper ventilation, or any utilization of the equipment that is inconsistent with either the design or the way the manufacturer intended the equipment be used.
- d. Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.
- e. Cosmetic defects or damage and failures of non-operational components that do not inhibit the Product's proper operation and performance.
- f. Consumable items, including any part that is considered consumable by the manufacturer and any item that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not, such as belts, bags, drip pans, grates, lightbulbs, lamps, filters, remotes, and batteries.
- g. Repairs and replacements covered by the manufacturer or supplier's warranty, manufacturer's recall, or similar manufacturer's incentive or repair program (regardless of whether or not the manufacturer is doing business as an ongoing enterprise).
- h. Consequential damages, including damages: (1) Resulting from a malfunction or damaged operating part following a repair or replacements under this Agreement; or (2) caused by delays in rendering service, loss of use, or loss of business, including loss of profits, down-time, and charges for time and effort.
- i. Damage or failure caused by animals or insects.
- j. Electrical or mechanical failure which is not reported prior to the last day of Term listed on the Certificate of Coverage in effect when Product failure occurred or within thirty (30) days of the Product failure.
- k. Installation, removal, or reinstallation of any equipment.
- l. Normal, periodic, or preventative maintenance, including customer education, adjustments, and cleanings.
- m. Loss or damage as a result of violation of existing federal, state, or municipal codes and repairs to meet changes in, or to bring products or equipment in compliance with, federal, state, or local laws, codes, or regulations.
- n. Pre-existing conditions, incurred prior to the Effective Date of this Agreement or during the Wait Period, and that were known, or reasonably should have been known, by You. Pre-existing conditions include damage to the Product occurring during transit, delivery, installation, or removal, such as damage occurring during the packing, unpacking, assembly or installation of the Product. Damage known, or reasonably should have been known, by You including situations where the Product was not taken out of the box or utilized prior to the Effective Date of coverage under this Agreement and a failure is discovered upon first removal or use during this Agreement's Term.
- o. Any cost recoverable under any other warranty, guarantee, or under an insurance policy (in such case, this Agreement will cover any applicable deductible).
- p. Repairs to equipment which is not eligible for coverage under Section 4.
- q. Work to be conducted in an Unsafe Working Environment, pursuant to Section 15 Product Accessibility.
- r. The loss of use of, damage to, corruption of, inability to access or inability to manipulate any computer system or electronic data within the equipment as a result of unauthorized access or unauthorized use of such system or data or the transmission, a denial of service attack or receipt or transmission of malicious code. Computer system means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information. Electronic data means any data stored on a computer system.

The Obligor shall not be deemed to provide coverage and the Obligor shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose the Obligor, its parent company, or its ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.

19. CANCELLATION AND REFUND: You may cancel this Agreement via phone by calling or by sending written notice of cancellation to ProtectALL USA, LLC, 9151 Boulevard 26, Suite 100B, North Richland Hills Texas 76180, Toll Free Phone Number [1-866-210-1769] or by email to [cancellations@myprotectall.com]. You may cancel this Agreement at any time for any reason. If You cancel this Agreement within thirty (30) days from the Purchase Date without making a claim ("Free Look Period"), You will receive a refund of the full purchase price. If You cancel this Agreement within thirty (30) days from the Purchase Date after making a claim or after the Free Look

Period or after a renewal Term start date, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed and claims paid. We reserve the right to cancel this Agreement for any reason with thirty (30) days written notice to You. If We cancel this Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid.

20. TERMINATION FOR OTHER CAUSE: In the event of customer fraud, material misrepresentation, or a substantial breach of Your duties under this Agreement, We may cancel this Agreement immediately and without prior notice. In the event of cancellation for customer fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued.

21. CANCELLATION FOR NONPAYMENT: If any payment is not made when due, We have the right to terminate this Agreement immediately and without prior notice.

22. TRANSFERABILITY: You may transfer this Agreement to any person by sending written notice to ProtectALL USA, LLC, Attn: Transfer Dept, 9151 Boulevard 26, Suite 100B, North Richland Hills Texas 76180, Toll Free Phone Number [1-866-210-1769] or by email to [transfers@myprotectall.com].

23. ASSIGNMENT: We may assign this Agreement, in whole or in part, at any time without prior notice to You. We may delegate any of Our obligations at Our sole discretion and without Your consent provided We give You 30 days' prior written notice of the changes. You may not change this Agreement or delegate any of Your obligations.

24. RIGHT TO RECOVER FROM OTHERS: If We make any payment under this Agreement, We are entitled to recover what We paid from other parties. By accepting settlement of a claim, You transfer to Us Your right to recovery against any other party.

25. INSURANCE SECURING THIS CONTRACT: This Agreement is not an insurance policy. It is secured by contractual liability policies provided by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108 [1-877-861-2176]. If within sixty (60) days, We have not paid a covered Claim, provided You with a refund or You are otherwise dissatisfied, You may make a claim directly to the insurance company. You are not required to purchase this Agreement as a condition of a loan or a condition for the sale of any property.

26. ENTIRE CONTRACT: This Agreement constitutes the entire agreement between You and Us with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, with respect to the subject matter hereof. No representation, promise, or condition not otherwise contained herein shall modify these terms. No amendment or modification of any of the provisions of this Agreement shall be effective unless made in writing and signed by both You and Us.

27. UPDATING EFFECTIVE DATE: Your Agreement's Effective Date is determined by the date You receive Your Product, not the date you purchase it. If Your Product was not delivered the date You purchased it, You may contact Your Administrator to determine if your Effective Date should be updated.

28. SEVERABILITY: If any provision of this Agreement is held invalid, illegal, or unenforceable in any respect under law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

29. CAPTIONS: The descriptive headings of the sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

30. INCIDENTAL/CONSEQUENTIAL DAMAGES AND WARRANTIES: US, ADMINISTRATOR, THE DEALER/RETAILER, MANUFACTURER, AND THEIR AGENTS, CONTRACTORS, OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF THE PRODUCT OR ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON THE PRODUCT. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

31. PRIVACY AND DATA PROTECTION: For any Product that uses wireless data, You agree that any information or data disclosed to Us under this Agreement is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Agreement. This may include transferring Your data to affiliated companies or third-party service providers in accordance with Our Customer Privacy Policy [<https://myprotectall.com/privacy-policy>]. Except for the purposes

of providing service in this Agreement, We will not share Your information with third parties without Your permission and We will comply with applicable privacy and data protection laws in Your jurisdiction.

Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your information to other countries and jurisdictions provided that anyone to whom We transfer Your information provides an adequate level of protection. In addition, Your information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

32. ARBITRATION: Please read this arbitration provision carefully, it affects Your rights.

Most of your concerns about this Agreement can be addressed by contacting the Administrator at [1-866-210-1769]. If We cannot resolve any disputes with You related to the Agreement, including any claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. This Agreement is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this ARBITRATION section shall survive the termination of this Agreement. By purchasing this Agreement, You agree to the following dispute resolution protocol. Any and all claims, disputes, or controversies of any nature whatsoever or other intentional tort, property, or equitable claims arising out of, relating to, or in connection with (1) this Agreement or any prior Agreement or product, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this provision or of the entire Agreement ("Dispute"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Dispute is filed. The terms of this provision shall control any inconsistency between the AAA's Rules and this provision. You may obtain a copy of the AAA's Rules by calling [1-800-778-7879]. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusion of law. The arbitration shall be held at a location selected by Us with the state in which You purchased this Agreement. This provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 I.S.C § et. Seq. If any portion of this provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the provision, except that in no event shall this provision be modified or construed to permit or mandate arbitration on behalf of a class of claimants or individuals other than You, or to apply to Dispute other than Yours. This provision shall inure to the benefit of and be binding on You and Us and its provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Agreement.

YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY DISPUTE.

IMPORTANT NOTE: FRAUD RESULTS IN HIGHER COSTS TO THE CONSUMER AND IS ILLEGAL.

33. STATE SPECIFIC REQUIREMENTS:

The following state variations shall control if inconsistent with any other terms and conditions of this Protection Agreement:

ALABAMA only: Our obligations under this Agreement are guaranteed under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. These provisions apply only to the original purchaser of the Agreement. In the event the Provider/Obligor cancels the Agreement, the Provider/Obligor will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee or a material misrepresentation by You relating to the covered property or its use.

ARIZONA only: You have a duty to protect against any further damage to the Covered Product after the Covered Product has been damaged and shall follow any requirement specified in the owner's manual of the Covered Product.

Cancellation: If Your written notice of cancellation is received prior to the expiration date, We will provide a pro rata refund after deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against the Agreement. No claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. The administrative expenses may not exceed \$75, or ten percent of the gross amount paid

by You for the Agreement, whichever is less. To arrange for cancellation of this Agreement, please contact Your Retailer. First Shield Consumer Service Corporation is the Provider/Obligor for this Agreement in Arizona.

Dispute Resolution: Both parties must agree to arbitration. Additionally, as an Arizona resident you may follow the process to resolve complaints under the provisions of A.R.S. §§20-1095.09 and 20-461, Unfair Trade Practices, as outlined by the Arizona Department of Insurance and Financial Institutions. You have a right to file a complaint with the Department of Insurance and Financial Institutions against Us by contacting 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.

Our obligations under this Agreement are insured under a mechanical service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

ARKANSAS only: We shall mail a written notice of cancellation to You within fifteen (15) days of the date of termination in the event We terminate this Agreement.

CALIFORNIA only: With respect to California Agreement holders, the Administrator under the Agreement is ProtectAll USA, LLC. The Provider/Obligor under the Agreement is First Shield Consumer Service Corporation. This Agreement may be cancelled by You for any reason, including, but not limited to, the Covered Products under this Agreement being sold, lost, stolen or destroyed. If You decide to cancel the Agreement, and a cancellation notice is received by the Retailer within 60 days of the date You received the Agreement, and You have made no claims against the Agreement, You will be refunded the full Agreement price,; or if (a) a claim is made within the first 60 days after Your receipt of this Agreement, or (b) the Agreement is cancelled by written notice after 60 days from the date You received the Agreement, then in either case, You will be refunded a pro-rated amount of the Agreement price, less any claims paid and less an administrative fee of 10% of the Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Agreement, please contact Your Retailer.

CONNECTICUT only: The term of this Agreement is automatically extended by the length of time in which the Covered Product is in the Provider/Obligor's custody for repair under the Agreement. In the event of a dispute with the Provider/Obligor, You may contact the State of Connecticut Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Covered Product, the cost of repair of the Covered Product, and a copy of this Agreement.

DISTRICT OF COLUMBIA only: You may return this Agreement within 30 days of the date this Agreement was mailed to You, or the date of delivery if this Agreement was delivered to You at the time of sale. Upon return of the Agreement to the provider within the applicable time period, if no Claim has been made under this Agreement, the Agreement shall be void and We shall refund You or credit the account of this Agreement, with the full purchase price of this Agreement. The right to void this Agreement shall not be transferable and shall apply only to the original Protection Agreement purchaser and only if no Claim has been made prior to its return to the Us. If a Claim has been made under this Agreement within that time period, You may cancel this Agreement and We shall refund to You 100% of the unearned pro rata purchase price, less any Claims paid, and administrative fee charged. We may charge a reasonable administrative fee not to exceed 10% of the gross purchase price paid by You.

FLORIDA only: If You cancel this Agreement, You will receive a refund equal to 90% of the unearned pro rata purchase price of the Agreement, less any Claims that have been paid or less the cost of repairs made on Your behalf. To arrange for cancellation of this Agreement, please contact Your Retailer. If We cancel this Agreement, You will receive one hundred percent (100%) of the unearned pro rata purchase price of the Agreement, less any Claims paid, or the cost of repairs made on Your behalf. The rates charged for the Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA only:

Arbitration: If You are a resident of Georgia, then the Section titled "Arbitration" does not apply to you. We may cancel the Contract upon thirty (30) days written notice to You for fraud, material misrepresentation, or nonpayment. Such notice shall provide the reason for cancellation and the effective date of such cancellation, and You shall be refunded 100% of the unearned pro rata purchase price, less Claims paid. A reasonable cancellation fee may be charged by Us not to exceed 10% of the unearned pro rata purchase price. You may cancel this Agreement at any time by notifying the Retailer in writing or by surrendering the Agreement

to the Retailer. If You cancel the Contract within 60 days of the purchase date of the Contract You will receive a full refund less any Claims paid. A 10% penalty per month shall be added to a refund that is not paid or credited to You within 45 days after the return of the Contract. If You cancel the Contract more than 60 days after the purchase date You will receive a refund of equal to the unearned pro rata purchase price, less Claims paid. A reasonable cancellation fee may be charged by Us not to exceed 10% of the unearned pro rata purchase price. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor is also entitled to cancel the Agreement at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal.

All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by You or the Retailer.

Procedures for cancellation of the Agreement will comply with section 33-7-6 of the Georgia code.

HAWAII only: You may return this Agreement within thirty (30) days of the date the Agreement was provided to You or within twenty (20) days if the Agreement was delivered to You at the time of sale. If you return this Agreement within the applicable time period, and If You made no claim, this Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the Retailer. These provisions apply only to the original purchaser of the Agreement. In the event the Provider/Obligor cancels the Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. Our obligations under this Agreement are insured under a service contract contractual liability policy issued by Arch Insurance Company, 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108

ILLINOIS only: First Shield Consumer Service Corporation (and not the dealer or manufacturer) is the Provider/Obligor under this Agreement in the State of Illinois. The Provider/Obligor will pay the cost of covered parts and labor necessary to restore the Covered Product to normal condition as a result of covered failure due to normal wear and tear. You may cancel this Agreement at any time. If You cancel this Agreement within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel this Agreement at any other time or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). To arrange for cancellation of this Agreement, please contact Your Retailer.

INDIANA only: This Agreement is not insurance and is not subject to Indiana insurance law.

MAINE only: [If the Covered Product requires emergency repairs outside of normal business hours, You can submit your claim by calling toll-free at [1-855-671-1319].

MARYLAND only: You may cancel this Agreement within 20 days after receipt of this Agreement if mailed to You or within 20 days after the date of delivery of this Agreement if delivered to You at the time of sale. If You cancel this Agreement within this time, and a claim has not been made under the Agreement prior to its cancellation, the Agreement is void and We shall refund to You in the full consideration paid for this Agreement within 45 days after the cancellation. [Any means established by Us for quick informal settlement of a service contract dispute].

MASSACHUSETTS only: You have the duty to protect against any further damage after the Covered Product has been damaged and shall follow the requirements contained in the owner's manual for the Covered Product. Our obligations under this Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

MINNESOTA only: You have the duty to protect against any further damage to the Covered Product after the Covered Product has been damaged and shall follow the requirements contained in the owner's manual for the Covered Product. Our obligations under this

Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

MISSOURI only: Obligations of the provider under this service contract are guaranteed under a reimbursement insurance policy. If the provider fails to pay or provide service on a Claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a Claim directly against the insurance company. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the Retailer. The following sentence is added as the last sentence of Section E What to do if you require service: If it is an emergency and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with the Agreement provisions.

MONTANA only: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

NEVADA only: In the event You are not satisfied with the manner in which We are handling a Claim, You may file a complaint with the Nevada Division of Insurance by calling (888) 872-3234. To arrange for cancellation of this Agreement, please contact Your Retailer. If We do not provide refund within 45 days of cancellation, We will pay You a penalty of 10 percent (10%) of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel this Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the Agreement. We may not cancel this Agreement once it has been in effect for at least seventy (70) days, except for the following conditions:

- (a) Failure by You to pay the Agreement purchase price;
- (b) Your conviction of a crime which results in an increase in the service required under the Agreement;
- (c) Discovery of fraud or material misrepresentation perpetrated by You in purchasing this contract or obtaining service;
- (d) The discovery of an act or omission, or a violation of any condition of this Agreement by You which substantially and materially increases the service requested under the Agreement; or
- (e) A material change in the nature or extent of the service required under the Agreement, which occurs after the purchase of this Agreement, and substantially and materially increases the service required beyond that contemplated at the time of purchase.

If We cancel this Agreement for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Covered Product under the Agreement, the Administrator and/or Provider/Obligor liability is limited to the original retail purchase price You paid for such Covered Product. We may not cancel the Agreement until at least fifteen (15) days after the notice of cancellation has been mailed to You. If You financed the purchase of this Protection Agreement, any refund due as a result of Your cancellation of the Agreement will first be paid directly to the lender of record and any remainder paid to You. If You purchased this Agreement under an LTO Arrangement, any refund owed pursuant to this provision will first be paid directly to the Lessor of record and any remainder paid to You. The obligations under the Agreement are guaranteed by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

NEW HAMPSHIRE only: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 [(800) 852-3416]. The obligations under this Agreement are insured by a contractual liability policy issued by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Provider/Obligor ceases to do business or goes bankrupt, You may file Your claim directly with Arch Insurance Company.

NEW JERSEY only: Obligations of the provider under this Agreement are insured under a service contract reimbursement insurance policy.

NEW MEXICO only: To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the Agreement. These provisions

apply only to the original purchaser of the Agreement. We may not cancel this Agreement once it has been in effect for seventy (70) days except for the following conditions:

- (a) Failure to pay an amount when due;
- (b) Your conviction of a crime that results in an increase in the service required under the Agreement;
- (c) Fraud or material misrepresentation by You in obtaining the Agreement or in presenting a claim for service thereunder; or
- (d) Discovery of an act or omission or a violation of any condition of the Agreement by You, which substantially and materially increases the service required under the Agreement

If We cancel this Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use.

NEW YORK only: The obligations of the Provider/Obligor under this Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company. If the Provider/Obligor fails to perform under this Agreement, including failure to return any unearned fee in the event of cancellation, Arch Insurance Company will pay all sums the Provider/Obligor is legally obligated to pay under this Agreement or perform any service the Provider/Obligor is legally obligated to perform under this Agreement. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the Agreement. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. A written notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use. If a Claim for service has not been completed within sixty (60) days after proof of loss has been filed, the Claim can be submitted to Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, 1 [(800)-821-5546].

NORTH CAROLINA only: The purchase of this Agreement is not required in order to obtain financing. We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of the Agreement. If You cancel this Agreement, You will receive a pro-rata refund, less the cost of any Claims paid and less a **cancellation fee of ten percent (10%)** of the amount of the refund. To arrange for cancellation of this Agreement, please contact Your Retailer.

OKLAHOMA only: Obligations of the provider under this Agreement are insured under a service contract reimbursement insurance policy. The Provider/Obligor under this Agreement is First Shield Consumer Service Corporation (License # 510067482). In the event You cancel this Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price less the cost of any service received. To arrange for cancellation of this Agreement, please contact Your Retailer. In the event We cancel this Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata purchase price, less the cost of any service received. This is not an insurance contract. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

If You are a resident of Oklahoma, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement.

OREGON only: If You are a resident of Oregon, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement.

SOUTH CAROLINA only: In order to prevent damage to the Covered Product, please refer to the owner's manual. This Agreement does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Covered Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Covered Product from further damage after a failure occurs. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten percent (10%) per month on a refund that is not made within forty- five (45) days of return of the Agreement. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the

reason for cancellation. The written notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use. 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 only: If You cancel this Agreement within 30 days after the date of purchase. We shall refund the full purchase price You paid for this Agreement less any Claims paid. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. Obligations of the Provider under the Agreement are insured under a service contract reimbursement policy. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. In the event We do not pay out a claim, You may apply for reimbursement directly to the insurer if a covered claim is not provided to You by the Us before the 61st day after the date the You provide a proof of loss. Texas License Number of the Administrator: 300

UTAH only: The language in the CANCELLATION section regarding Our rights to cancel this Agreement is deleted and replaced with: We may cancel this Agreement by providing You with thirty (30) days written notice for the following reasons only: material misrepresentation, substantial change in the risk assumed or substantial breaches of contractual duties. We may cancel this Agreement by providing You with ten (10) days written notice, if the reason for cancellation is non-payment by You. The following sentence is added as the last sentence of the WHAT TO DO IF YOU REQUIRE SERVICE section: If it is an emergency situation and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with the Agreement provisions. All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by Us or the Retailer. The following sentences are added to the end of the DISPUTE RESOLUTION section: 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 judgement in any court of proper jurisdiction. Our obligations under this Contract are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, 1 (800)-821-5546. Should the provider fail to pay or provide service on any Claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

VERMONT only: To arrange for cancellation of this Agreement, please contact Your Retailer. Our obligations under this Agreement are supported by a contractual liability insurance policy issued by Arch Insurance Company. In the event that We are unable to perform under the Agreement, Arch Insurance Company, which shall pay on Our behalf any sums We are legally obligated to pay and shall provide the service, which We are legally obligated to perform according to Our contractual obligations under the Agreement.

VIRGINIA only: If any promise made in the Agreement has been denied or has not been honored within 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. You are hereby notified that the purchase of the contract is not mandatory and may be waived.

WASHINGTON only: You may return this Agreement within twenty (20) days of the date the Agreement was provided to You or within ten (10) days, if the Agreement was delivered to You at the time of sale. We will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the Agreement. The "Guarantee" provision of these Terms and Conditions as set forth above is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the service contract provider under this service contract are insured under a service contract reimbursement insurance policy The provider is First

Shield Consumer Service Corporation, located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. You may contact them toll-free at [1-855-671-1319].

WISCONSIN only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Arbitration: If You are a resident of Wisconsin, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement. If a Claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, or if the Provider becomes insolvent or otherwise financially impaired, the Claim can be submitted to Arch Insurance Company, who insures Our obligations under this Agreement, located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, [(800)-821-5546. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. We may cancel this Contract for the following reasons only: (a) for nonpayment of the provider fee, (b) material misrepresentation by You to Us or the administrator, or (c) substantial breach of duties by You relating to the covered product or its use. If We cancel the Contract for any those reasons we will deliver to You, at Your last-known address in Our records, written notice stating the effective date of and the reason for the cancellation at least 5 days prior to effective date of cancellation, and You shall be refunded 100% of the unearned pro rata purchase price, less Claims paid. We may charge a reasonable administrative fee for cancellation, which may not exceed ten percent (10%) of the purchase price you paid for this Contract. These provisions apply only to the original purchaser of the Agreement. In the event that You experience a total loss of the Covered Product under this Agreement that is not covered by a replacement of the Covered Product pursuant to the terms of the Agreement, You shall be entitled to cancel this Agreement and receive a pro rata refund of any unearned Agreement fee, less any claims paid. Lack of pre-authorization shall not be the sole grounds for a claim denial; however, unauthorized repairs may not be covered if evaluated to have been at an unreasonable expense. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

WYOMING only: To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. These provisions apply only to the original purchaser of the Agreement. In the event We cancel this Agreement, We will mail a written notice to You at Your last known address at least ten (10) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. Obligations under this Agreement are insured by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. In the event covered service is not provided by Us within sixty (60) days of You submitting proof, You are entitled to apply directly to the reimbursement insurance company.