



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

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

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

**I. DEFINITIONS**

- (1) **"Obligor", "We", "Us" and "Our"**: The company obligated under this **Agreement** is **4warranty Corporation**, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville Florida 32256 (800) 867-2216), in all states except in Florida and Oklahoma where it is **LYNDON SOUTHERN INSURANCE COMPANY**, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698 and in Wisconsin where it is **The Service Doc Inc.**, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738.
- (2) **"You" and "Your"**: The original purchaser of the **Covered Product** and any authorized transferee/assignee of the original purchaser.
- (3) **"Administrator"**: New Leaf Service Contracts, LLC, 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 888-994-0914.
- (4) **"Selling Retailer"**: The entity selling the **Covered Product** and this **Agreement**.
- (5) **"Covered Product"**: The consumer product that **You** purchased concurrently with and is covered by this **Agreement**.

**PRODUCT ELIGIBILITY – BASE PLAN**

The protection offered under this Plan is among the most dependable and comprehensive available. This Plan covers products purchased as new or factory-refurbished and manufactured for use in the United States, which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States. This Plan covers mechanical and electrical failures that would normally be covered by the original manufacturer's written warranty, unless otherwise stated in the Exclusions from Coverage section of this document. Accessories and/or add-on options purchased separately and not essential to the basic function of the covered product are not eligible for coverage. Products sold through an Unauthorized Dealer or an Unauthorized Internet Provider do not carry an original manufacturer's parts and labor warranty and are therefore ineligible for coverage under the Plan and will be cancelled. There is a \$25 deductible, per claim, under this Plan. The maximum pay out per twelve month period will not exceed \$3,000 per plan.

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

1. The manufacturer's original or factory-refurbished warranty must provide at least 90 days parts and labor coverage.
2. Eligible products must be used in a home or apartment occupied by a single family. Coverage only applies to products used non-commercially. The customer is required to register all eligible Electronic and Computer products by visiting [www.everythingbreaks.com](http://www.everythingbreaks.com) or by calling 888-994-0914.
3. Eligible products must be in good, working order at time of registration.
4. Eligible products must have been purchased within the last 48 months.
5. Customer must be able to provide a valid, readable sales receipt at time of claim for each registered product showing the product's original date of purchase and the individual sales price paid per product.

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

**Small Kitchen Appliances: Carry In Service**

Blenders, Coffee Makers, Electric Kettles, Juicers, Mixers, Toasters, Vacuum Cleaners and other small kitchen electrics.

**Electronics: Carry In/Depot Service**

Alarm Clocks, Cameras and Camcorders (Analog and Digital), Cameras, Car Audio (Radios, Amplifiers, CD Players, CD Changers, Equalizers, Speakers, Subwoofers), Car Videos (DVD Players and Video Monitors), Home Audio Components (Non-Portable: Amplifiers, CD Players, CD Changers, CD Players/Recorders, CD Recorders, Equalizers, Receivers, Tuners), Home Speakers, Home Theatre in a Box, Home Video Products (DVD Players, TV/DVD Combos, Digital Video Recorders, Digital Satellite Systems, HDTV Receivers), MP3 Players, Portable Electronics (PDA's, Satellite Radios, GPS, DVD Players, Telephones, Cell Phones, Smartphones), Radar Detectors, Boom Boxes, Televisions under 32" (CRT Projections, CRT Televisions, Front Projectors (excluding lamps), LCD Flat Panels, and Plasma).

**Electronics: On Site Service**

Televisions 32" and over (CRT Projections, CRT Televisions, Front Projectors (excluding lamps), LCD Flat Panels, Plasmas).

**Computers: Carry In/Depot Service**

Copiers, External Electronic Computer Accessories and Electronic Peripheral Devices, Flat Screen Monitors, Laptop Computers, Monitors, Pocket PC's, Tablets, Printers (Laser, Dot Matrix, Ink Jet or Multifunctional), and Paper Shredders.

**Computers: On Site Service**

Desktop Computer Systems.

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

Products purchased with the additional Accidental Damage From Handling (ADH) coverage must meet all base product eligibility requirement. ADH is included on your first two eligible claims. Additional ADH is available for purchase thereafter.

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

**Electronics: Carry In/Depot Service**

Cell Phones, Smartphones.

**Computers: Carry In/Depot Service**

Tablets, laptops.

**COVERAGE - BASE**

You have 30 days from your initial enrollment date to register pre-owned products. Newly purchased products must be enrolled in the EVERYTHING BREAKS Plan within 30 days of the product's original date of purchase and are eligible for coverage on the 31<sup>st</sup> day following the product's enrollment via the registration process.

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

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

**Deductible:** There is a \$25 deductible, per claim, under the Base Plan.

**Limit of Liability:** The maximum pay out per twelve month period will not exceed \$3,000, per base plan.

**COVERAGE – ACCIDENTAL DAMAGE FROM HANDLING (ADH) PLAN:**

If purchased, ADH coverage augments Your Service Agreement by providing protection against a specific, sudden and unforeseen accidental damage from handling (such as a drop or spill), on up to two of Your Products, provided such damage was in the course of regular and use of the Product by You, subject to the exclusions below. In the event of a covered claim, We will furnish or pay for labor and/or parts required to repair Your Product less a \$100.00 deductible, per claim. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to reimburse You or to replace Your Product with a product of equal or similar features and functionalities.

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

**Deductible:** There is a \$100 deductible, per claim, under the Accidental Damage From Handling Plan.

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

**No Lemon Guarantee:** If the Covered Product has two service repairs completed, for the same problem, which first began after the manufacturer's warranty term had expired, and a third such repair is required, as determined by Us, the Covered Product will be replaced with a product of like kind and quality. The cost of the replacement will not exceed the original product purchase price and may be less due to technological advances. We reserve the right to issue a voucher for the original purchase price. Once a covered product is replaced, then this contract is considered fulfilled and coverage ends. Preventative maintenance checks, manufacturer or service recalls,

cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done outside of the USA are not considered repairs for the purposes of this No Lemon Guarantee.

### **SERVICE LOCATION**

**On-site Service:** If your Plan provides on-site service and your product needs repair, call 1.888.994.0914 to arrange service. An adult of legal age must be present at the location where on-site service will occur. If you live beyond a 25-mile radius of an authorized service center, you may be required to pay additional trip charges required over the 25-mile radius. While most products can be repaired on-site, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, on-site repair is not possible. For those products that will be serviced at a depot location, shipping materials, three-way shipping, and insurance coverage will be provided. This Plan does not cover labor or materials to obtain access to covered components if structural modification or repair is required. It is your responsibility to ensure that the covered product is accessible to the service technician.

**Carry-In/Depot Service:** If your Plan provides carry-in service and your covered product needs repair, call 1.888.994.0914 to arrange service. While most products can be repaired locally, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, a local repair facility may not be available. We will provide 3-way shipping to and from a depot service center our Our choice. The product may be carried into or shipped (postage pre-paid and insured) to the designated service center. The product will be returned to you at no additional cost, if an authorized service is performed.

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

- If your covered product needs repair or replacement for mechanical or electrical failures, you are required to call the Administrator at 888.994.0914 (available 24 hours a day) to obtain authorization prior to having repairs made. You must provide a valid receipt showing the covered item was purchased during the coverage period. For faster service, please have your dated proof of product purchase (sales receipt) available when you place the call. If the covered equipment is still covered by the manufacturer's warranty, you may be directed to call the manufacturer prior to being referred to a service center. All repairs must be approved before they are performed. We will not reimburse you for repairs performed without prior approval or performed by unauthorized servicers or others.
- When you receive authorization for repairs, the service representative will direct you to a designated service center. A copy of the proof of product purchase (sales receipt), and a brief written description of the problem must accompany the product. We will not be liable for freight charges or damage due to improper packaging.
- If your product is covered under another valid service contract and/or insurance policy, this Plan will provide coverage over and above the other service contract and/or insurance policy.
- While we try to complete service as quick as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.
- Additional time and mileage charges for in-home repairs outside of twenty-five (25) contiguous land miles or the normal service radius of Our authorized service center are not covered by this Agreement, and are Your responsibility.

### **IMPORTANT CONSUMER INFORMATION**

If the covered product is exchanged by the manufacturer or retailer, you must advise the Administrator in writing or call 1.888.994.0914 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date. This plan is non-transferable.

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

### **EXCLUSIONS FROM COVERAGE**

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

outside manufacturer specifications or use of a covered product in such a manner as would void coverage under the manufacturer's warranty or that are used in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications; normal periodic or preventative maintenance, user education, set up adjustments; cleanings or any repair covered by a manufacturer warranty or other insurance; software and software related problems; damage resulting from computer viruses; any damage to recording media including any program, data or setup resident on any mass storage devices including but not limited to hard drives, CD-ROM devices, floppy diskettes, tape drives or tape backups as a result of the malfunction of or damage to an operating part of the covered product; signal reception or transmission problems resulting from external causes.

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

You are responsible for backing up all software and data on a regular basis and prior to commencement of any repair. This Plan does not cover restoration of software or data, or data retrieval to your covered product. If your covered product experiences a failure or damage that is excluded from coverage under this Section or in the event of a repair incident wherein there is a "no problem found" diagnosis from the manufacturer or a manufacturer-authorized repair source, then you are responsible for all repair costs including shipping costs and/or the cost of on-site service.

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

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

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

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

#### **CANCELLATION**

You may cancel this Plan for any reason at any time. To cancel this Plan, You must provide written notification to the Administrator. If you cancel this Plan, You will receive a refund of the current Monthly Plan Charge less any claims paid that occurred in the month this Plan is cancelled. Your Plan will terminate automatically for non-payment of the full Monthly Plan Charge if not paid by the billing due date. If your Plan is terminated for non-payment, we will not reinstate Your Plan.

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

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

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

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

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

## **EXCLUSIVELY BY A COURT.**

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

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

If any portion of this Arbitration Provision is deemed invalid or unenforceable, all the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding **Your** waiver of class-action rights (Paragraph 3) or the Parties’ acknowledgement of no agreement as to class arbitration (Paragraph 8) are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this **Agreement** or any prior agreement, this Arbitration Provision governs.

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

### **INSURANCE**

THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY “LYNDON SOUTHERN INSURANCE COMPANY”, 10151 DEERWOOD PARK BLVD, BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN GEORGIA WHERE THE OBLIGOR IS INSURED BY “INSURANCE COMPANY OF THE SOUTH”, 10151 DEERWOOD PARK BLVD., BLDG., SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, AND EXCEPT IN CALIFORNIA WHERE THE OBLIGOR IS INSURED BY “RESPONSE INDEMNITY COMPANY OF CALIFORNIA”, 10151 DEERWOOD PARK BLVD., BLDG., SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738 AND EXCEPT IN NEW YORK, RHODE ISLAND AND WISCONSIN WHERE THE OBLIGOR IS INSURED BY “ATLANTIC SPECIALTY INSURANCE COMPANY”, 605 NORTH HIGHWAY 169, SUITE 800, PLYMOUTH, MN 55441. IF THE ADMINISTRATOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

### **FINANCIAL GUARANTEE**

IN WASHINGTON, OBLIGATIONS OF THE SERVICE CONTRACT PROVIDER UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER. IF ANY PROMISE MADE IN THE AGREEMENT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT FORTEGRA FINANCIAL CORPORATION AT (800) 888-2738.

### **STATE REQUIREMENTS AND DISCLOSURES**

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

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

**Arizona:** CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer’s right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548. Exclusions listed in the **Agreement** apply once the **Covered Product** is owned by **You**.

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

**California:** For residents of California, the Administrator of this **Agreement** is 4warranty Corporation 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, Florida 32256. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**. For all products other than home appliances and home electronic products, if the **Agreement** is cancelled: (a) within sixty (60) days of receipt of this **Agreement**, **You** shall receive a full refund of the purchase price of this **Agreement** provided no service has been performed, or (b) after sixty (60) days, **You** will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, **You** may contact BEAR at 1-800-952-5210, or **You** may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or **You** may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). Informal dispute resolution is not available.

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

**Connecticut:** If **You** purchased this **Agreement** in Connecticut, **You** may pursue arbitration to settle disputes between **You** and the provider of this **Agreement**. **You** may mail **Your** complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this **Agreement**. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** if **You** return the Product or the Product is sold, lost, stolen, or destroyed.

**Florida:** This **Agreement** is between the Provider, Lyndon Southern Insurance Company (License No. 03698) and **You**, the purchaser. If **You** cancel this **Agreement**, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on **Your** behalf. If this **Agreement** is cancelled by the Provider or **Administrator**, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on **Your** behalf. **The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation.** ARBITRATION section of this **Agreement** is removed.

**Georgia:** Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. CANCELLATION section is amended as follows: If **You** cancel after thirty (30) days of receipt of **Your Agreement**, **You** will receive a pro rata refund of the **Agreement** price. In the event of cancellation by US, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. We may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment by **You**. ARBITRATION section of this **Agreement** is removed.

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

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

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

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

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

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

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

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

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

**Nevada:** CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**. ARBITRATION section of this **Agreement** is removed. In emergency situations that defects immediately endanger the health and safety of **You**, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if **We** determine that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, **We** will provide a status report to **You** no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services; 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period; 3) the current estimated time to complete the repairs or services; and 4) contact information for **You** to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made.

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

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

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

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

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

**North Carolina:** CANCELLATION section is amended as follows: **We** may not cancel this **Agreement** except for nonpayment by **You** or for violation of any of the terms and conditions of this **Agreement**.

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

**Oregon:** Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least 30 days prior to the date of termination. CANCELLATION section is amended as follows: **You**, the Service **Agreement** Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which **Your Agreement** is returned to the provider. ARBITRATION section of this **Agreement** is removed.

**South Carolina:** If **You** purchased this **Agreement** in South Carolina, complaints or questions about this **Agreement** may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**.

**Texas:** If **You** purchased this **Agreement** in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. Obligor: 4warranty Corporation, 10151 Deerwood Park, Bldg. 100, Suite 500, Jacksonville Florida 32256 (800-867-2216) Lic #275. CANCELLATION section is amended as follows: **You**, the Service **Agreement** Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which **Your Agreement** is returned to the provider.

**Utah:** This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. CANCELLATION section is amended as follows: **We** can cancel this **Agreement** during the first sixty (60) days of the initial annual term by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel this **Agreement** during such time period for non-payment of premium by mailing **You** a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, **We** may cancel this **Agreement** by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Agreement** or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to **You** at **Your** last known address and contain all of the following: (1) the **Agreement** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

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

**Washington:** All references to Obligor throughout this **Agreement** are replaced with Service Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service agreement. We may not cancel this Agreement without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. You are not required to wait sixty (60) days before filing a claim directly with the Service Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement** holder's permanent residence. **You** may file a direct claim with the Service Provider at any time.

EMERGENCY SERVICE section is amended as follows: If after 5pm Eastern Time, **You** are unable to reach **Administrator** at 888.959.9727 and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Your** original repair bill along with the technician's report and a copy of the **Agreement** to New Leaf Service Contracts, LLC, 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 for reimbursement. All coverage and exclusions in this agreement will apply.

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

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