

7. Items made or upholstered with Your own material;
8. Standalone patio umbrellas;
9. Table Umbrellas (UNLESS such were provided by manufacturer and intended for use with the eligible table furniture, and purchased as an all-in-one complete set);
10. Lamps, decorative items, robotics, TV lifts, electronics, USB ports, electrical outlets, or clocks; or decorative items – including but not limited to accessory pillows, accents, and seat cushions (regarding seat cushions only: this exclusion does NOT apply if such seat cushions are (i) provided by the manufacturer as an essential component for the basic function of the Covered Product, and (ii) purchased as an all-in-one complete set); and
11. Any accessories and/or add-on options purchased separately and not essential to the basic function of the Product.

ADDITIONALLY, AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS AGREEMENT DOES NOT COVER ANY FAILURE/BREAKDOWN, DAMAGE, REPAIRS, OR SERVICES IN CONNECTION WITH OR RESULTING FROM:

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| <ol style="list-style-type: none"> A) Any item that is sold as-is, pre-owned, showroom-displayed, distress sale or a going-out of business sale; B) A pre-existing condition known to You (“<i>pre-existing condition</i>” refers to damages or defects associated with the Covered Product that existed before this Agreement was purchased); C) Any item that has been used in a rental, non-residential, in-home daycare business, educational institution, enterprise or business capacity; D) Shipping or delivery charges associated with the initial purchase of the Covered Product; E) Initial installation and assembly F) Removal/disposal of any NON-Covered Product; G) Any Claim for service to or replacement of the Covered Product that has not been prior authorized by the Administrator; H) Any item that is not a part of a covered Claim, or any item that was not included with the purchase of this Service Agreement; I) Servicing of the Covered Product in association with a non-covered Claim; J) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to or resulting from these items; K) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Covered Product; including, but not limited to: chargers, batteries, fuses and connectors, and power supply units including attaching cords; (ONLY FOR OUTDOOR FURNITURE PLAN); L) Routine, periodic or preventative maintenance; M) Normal wear and tear; including but not limited to: scuffing, scrapes or surface abrasions that do not penetrate through the Product’s finish; softening of cushions conforming to the shape of the user (body impressions); soiling buildup that accumulates over time from repeated use (such as stains from perspiration, body oil or hair oil); and loosening of chair legs, rungs or joints; N) Anything that is covered under other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined in this Agreement; O) Any kind of manufacturer recall or rework order on the Covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer’s ability to pay for such repairs; P) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse of structure, breakage of skylights, roofs or water pipes; appliance malfunctions including but not limited to air conditioners and water heaters; fire, any kind of precipitation, humidity, lightning, dirt/sand, smoke; explosion or collision of or with another object; nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction; Q) Theft or mysterious disappearance, loss (unforeseen disappearance) or vandalism of or to the Covered Product; R) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Product performed by anyone other than a service center/technician authorized by the Administrator; S) Any item that has been confirmed by Our authorized servicer to have removed or altered serial numbers; | <ol style="list-style-type: none"> T) Stains or damage caused by transit, delivery, redelivery, movement between residences or storage performed by anyone other than a service center/technician authorized by the Administrator; U) Stains or damage caused by use of improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by the Administrator specifically for use with the Covered Product) or lack of compliance with the provisions of the manufacturer’s warranty; V) Lack of providing manufacturer’s recommended maintenance or operation/storage of the Covered Product in conditions outside manufacturer specifications, or use of the Covered Product in a manner that would cause coverage under the manufacturer’s warranty to be voided, or use of the Product in a manner that is inconsistent with its design or manufacturer specifications; W) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation; X) Abuse (<i>meaning, the intentional treatment of the Covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown</i>), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Product; Y) Odors, including odors that remain after a visible stain is cleaned; Z) Human or pet bodily fluids (UNLESS OTHERWISE STATED AS COVERED UNDER YOUR PLAN); AA) Pet/animal damage, such as damage from teeth, claws, or beaks; BB) Dye transfer (UNLESS OTHERWISE STATED UNDER YOUR PLAN), dye lot or texture variation; CC) Fading of the upholstery, color loss, and/or discoloration; DD) Flattening of nap, pilling, snags or fraying/matting of material, or shrinking of material; EE) Stress tears (tearing or ripping of upholstery within one-half inch (1/2”) of and parallel to the seam line); FF) Wood surface scratch, dent, chip or gouge that does not penetrate through the finish; GG) Leather surface scratches that do not penetrate through the upholstery; HH) Peeling of any kind of leather; II) Nicks, scratches or wrinkles that are inherent to the leather/hide and were present at time of Product purchase; JJ) Inherent design flaws including but not limited to natural inconsistencies in upholstery, leather, vinyl or delamination of microfiber; KK) Stains or damage from acid, bleach, caustic solutions, mildew, mold or recurring damage; LL) Correction for dye lot or texture variations arising from the service or replacement of any part of a Covered Product or the replacement of an entire Covered Product; MM) Reprogramming or any kind of data transfer or loss; NN) Any service performed in conflict with the TERRITORY provision of this Service Agreement; and OO) <u>IN ADDITION TO THE ABOVE (AS APPLICABLE TO TABLE UMBRELLAS), THE FOLLOWING SPECIFICALLY APPLIES TO TABLE UMBRELLA COVERED PRODUCTS: punctures, cuts or rips.</u> |
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IMPORTANT: IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR RESULTS IN A “NO PROBLEM FOUND” DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR AND SHIPPING COSTS.

CANCELLATION

You may cancel this Agreement at any time by informing the Administrator *orally or in writing of Your* cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Agreement only. **NO CANCELLATION FEE APPLIES.**

IF YOU CANCEL THIS AGREEMENT:

- Within 30 days of the Agreement purchase date, You will receive a 100% refund of the full Agreement Purchase Price paid by You, minus any Claims paid by Us (except in Georgia, Missouri & Nevada where Claims deduction is prohibited). If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra 10% to Your refund for every thirty (30) days the refund is not paid by Us.
- After 30 days from the Agreement purchase date, You will receive a pro-rata refund of the Agreement Purchase Price paid by You, minus any Claims paid by Us (except in Georgia, Missouri & Nevada where Claims deduction is prohibited). And, if Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS AGREEMENT FOR:

- Non-payment of the Agreement purchase price/fee by You;
- Material misrepresentation by You; or
- Substantial breach of duties under this Agreement by You in relation to the Covered Product or its use.

If We cancel this Agreement, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Agreement, You will receive a refund based upon the same criteria as outlined above.

NOTICE: In the event the purchase of this Agreement was financed, any refund due will be provided to the financial institution as their interest may appear.

OUR RIGHT TO RECOVER PAYMENT

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

GENERAL PROVISIONS

- 1. Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.
- 2. Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions is unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 3. Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Service Agreement will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

INSURED AGREEMENT

This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Starr Indemnity & Liability Company. Starr Indemnity & Liability Company is located at 399 Park Avenue, 3rd Floor, New York, NY 10022 and You may contact them toll-free at (855) 438-2390. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Starr Indemnity & Liability Company.

RENEWABILITY

This Service Agreement is not renewable.

TRANSFERABILITY

This Service Agreement cannot be transferred to any other party or item.

ENTIRE AGREEMENT

This Service Agreement; including Your Sales Receipt/Invoice, terms, conditions, limitations, exceptions and exclusions, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL STATE REQUIREMENTS

Regulation of service contracts varies based on state of purchase and Retailer location. Any provision within this Agreement that conflicts with the laws of the state in which this Agreement was purchased (or where applicable, the state in which You are located), shall automatically be considered modified in conformity with such enforceable laws and regulations, and the language set forth below for such state shall supersede any other provision within this Agreement to the contrary.

THIS SERVICE AGREEMENT IS NOT AVAILABLE OR VALID IN WYOMING OR PUERTO RICO.

Alabama: Guardsman US LLC is the Provider under this Service Contract. CANCELLATION is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

Arizona: LIMIT OF LIABILITY is amended as follows: in addition to that which is noted above, neither we nor the administrator nor the retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws. EXCLUSIONS (WHAT IS NOT COVERED) - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS (WHAT IS NOT COVERED)" section which occurred while owned by You. "Pre-existing conditions" is amended to include: may not be excluded if such conditions were known or should reasonable have been known by Us or the Retailer. CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. In no event will any claims incurred or paid be deducted from any refund.

Arkansas: HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-228-2731 or by visiting www.MyProtectionPlan360.com/BrandsMart. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com/BrandsMart any time. Failure to obtain prior authorization may result in non-payment.

California: Guardsman US LLC (License No. SA-83) is the Service Contract Administrator and Obligor for this Service Contract. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder for any reason, including, but not limited to, the Device covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within sixty (60) days of the date You received the Service Contract and no claims have been paid, You will be refunded the full Service Contract price. If You have made claims against the Service Contract or cancellation notice is received by the Administrator after sixty (60) days of the date You received the Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189, Bedford TX 76095, (800) 228-2731 and You. In the event of a dispute with Administrator, 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 Product, the cost of repair of the Product and a copy of the warranty Service Contract. GUARANTY is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against

the insurer, Starr Indemnity & Liability Company at 399 Park Avenue, 3rd Floor, New York, NY 10022, or by calling (855) 438-2390. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed.

Florida: This Service Contract is between the Provider, WCPS of Florida, Inc. (License No. 80202) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon one hundred percent (100%) 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 the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf.

Georgia: CANCELLATION is amended as follows: In no event will any claims incurred or paid be deducted from any refund. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the purchase of this Contract was financed, the lienholder may only cancel this Contract for non-payment if they hold a power of attorney. EXCLUSIONS (WHAT IS NOT COVERED) – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship, Power Surge event, or ADH event if applicable to Your Plan, after the effective date of this Service Contract This Service Contract does not cover failures resulting from normal wear and tear.

Indiana: This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

Michigan: If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

Nevada: If You are not satisfied with the manner in which We are handling your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234. CANCELLATION is amended as follows: In no event will any claims incurred or paid be deducted from any refund. We may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the service contract and it substantially and materially increase the service required under the service contract. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. EXCLUSIONS (WHAT IS NOT COVERED) – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

New Hampshire: In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

New Mexico: GUARANTY is amended to include: This service contract is insured by Starr Indemnity & Liability Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Starr Indemnity & Liability Company at (855) 438-2390 or 399 Park Avenue, 3rd Floor, New York, NY 10022. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

North Carolina: CANCELLATION is amended as follows: We may only cancel this Service Contract for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Oklahoma: The Service Warranty Association is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, (888) 325-2336, Oklahoma Identification #507496076. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Service Contract purchase price. If You cancel this Service Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon one hundred percent (100%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021 (888) 325-2336 and You. NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-228-2731 or by visiting www.MyProtectionPlan360.com/BrandsMart. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com/BrandsMart any time. Failure to obtain prior authorization may result in non-payment. CANCELLATION is amended to add: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. NOTICE: As used in the "PRIVACY AND DATA PROTECTION" section of this Contract, the word "data" refers to non-proprietary information

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas: The Administrator is Guardsman US LLC, Service Contract Administrator No. 731. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of Your cancellation request to the Provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement.

Utah: The Provider/Obligor is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford TX, 76021, 888-325-2336. This Service Contract 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 Service Contract is not guaranteed by the Property and Casualty Guaranty Association. GUARANTY is amended as follows: 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. CANCELLATION – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You

relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

Virginia: If any promise made in the contract 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 <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Washington: The State of Washington is the jurisdiction for any civil action in connection with this Contract. EXCLUSIONS (WHAT IS NOT COVERED)– What is excluded from coverage is limited to that which is expressly stated under the “EXCLUSIONS (WHAT IS NOT COVERED)” section of this Service Contract which occurred while owned by You. GUARANTY is amended to include: A contract holder is entitled to apply directly to Starr Indemnity & Liability Company, located at 399 Park Avenue, 3rd Floor, New York, NY 10022 or (855) 438-2390 for refund, payment or performance due.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. All references to “Service Agreement/Agreement” are hereby deleted and replaced with “Service Contract”. CANCELLATION is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated above or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. GUARANTY is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Starr Indemnity & Liability Company, located at 399 Park Avenue, 3rd Floor, New York, NY 10022 or (855) 438-2390 for reimbursement, payment or provision of this Service Contract.

Wyoming: This service contract is not available in Wyoming.