

PREMIUM FURNITURE PROTECTION PLAN WITH POWER, FRAMES & MECHS
GENERAL TERMS AND CONDITIONS

Administrator shall mean GBS Warranty Services, LLC 550 Fairway Drive, Ste. 205 Deerfield Beach, FL 33441 **1-888-585-9488** or Our authorized third-party provider used to process claims payments and/or cancellation refunds. **“We”, “Us” and “Our”** shall mean the Obligor.

Plan Provider or Obligor: The Provider/Obligor under this Service Agreement is Starr Protection Solutions, LLC (“SPS”), except in Florida, Oklahoma and Washington. In Oklahoma and Washington, the Obligor is Starr Technical Risks Agency, Inc. (“Starr Tech”). SPS and Starr Tech (License # 44200902) are located at 399 Park Avenue, 3rd Floor, New York, NY 10022, 1-855-438-2390. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, 1-855-438-2390.

“You” or “Your” shall mean the consumer or purchaser of the Product(s) covered by this Service Agreement including the lessor of the Furniture (“Lessor”), if the Furniture was acquired under a lease-to-own arrangement (“LTO Arrangement”). **“Service Agreement”** or **“Agreement”** or **“Plan”** shall mean this document together with Your original purchase receipt. **“Plan”** refers to the Furniture Protection Plan. **“Product”** means the furniture care kit and other protection and repair products or advice that We may provide. **“Retailer”** means the authorized entity selling You the Plan. **“Furniture”** means the qualifying indoor furniture described below and delivered concurrently with Your purchase of the Plan. **There is no deductible under this Service Agreement.**

PLAN TERM: The coverage period for this Plan is five (5) years, with the beginning date commencing from the date of covered Furniture delivery.

QUALIFYING FURNITURE: Upholstered Fabric and Microfiber Furniture; Upholstered Vinyl and Leather Furniture, Wood and Solid Surface Furniture, all of which are purchased concurrently with the Plan. This Plan is available for new Furniture only that is sold through a Retailer. Furniture covered by this Plan must be received by You from the Retailer free of stains or damage.

PLAN COVERAGE: Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator.

For Damage to Upholstered Fabric, Microfiber, Vinyl and Leather Furniture:

- All Stains (See Exclusions. You must report stains when they occur – Accumulation of stains is not covered.)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Rips, Tears or Punctures
- Seam, Stitching and Button Separation
- Upon Expiration of the Original Manufacturer’s or Store’s warranty (see below):
 - Failure of motors and associated components such as mechanisms attached to motors, wires and switches; including handles
 - Breakage of sleeper, recliner, lifting, heating and/or vibrating mechanisms;
 - Breakage of frames

For Damage to Wood and Solid Surface Furniture:

- All Stains (See Exclusions. You must report stains when they occur – Accumulation of stains is not covered.)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Fading from the Sun
- Scratch or Gouge that Penetrates the Finish
- Checking, Cracking, Bubbling and Peeling of the Finish or Lifting of Veneers (from a specific incident)
- Accidental Chipping and Breakage of Glass or Mirrors
- Upon Expiration of the Original Manufacturer’s or Store’s warranty:
 - Breakage of frames from a single incident

LTO ARRANGEMENTS: Where the product was initially acquired under a LTO Arrangement, any cash settlement or refund will be paid to the owner of the product at the time the settlement is made. This will be the Lessor if you have not yet acquired ownership of the property. In all other respects, the Lessee will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered to the Lessee. Any owner obligations related to maintenance of the product shall be the responsibility of the Lessee during the term of any LTO Arrangement except as provided by law. Any reference to purchased, sold, or similar terms shall include leased and its derivatives. Any reference to purchaser shall mean the Lessee under the LTO Arrangement and not the Lessor.

HOW THIS PROTECTION PLAN WORKS: If the new Furniture covered by this Plan becomes stained or damaged as described above during normal RESIDENTIAL use and You cannot correct the damage using recommended Products (before using, test in an inconspicuous area) and/or procedures provided by Us or the Retailer, the affected area or damaged part will be repaired or replaced. If We cannot repair the damage or replace a damaged part, the affected Furniture will be replaced with the same or a similar piece of furniture having an equal retail purchase price as the damaged Furniture. If a manufacturer’s warranty is in effect for the Furniture and covers or should cover the damage, this Plan will not apply. Service or replacement is limited to the damaged Furniture only and the Plan does not transfer to Furniture replaced under this Plan. Only Furniture shown on the original receipt that remains in Your possession is eligible for coverage. This Plan does not eliminate the need for routine care and maintenance of Your Furniture which shall be Your sole responsibility.

TO OBTAIN SERVICE: Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator. You can report Your claim by Our customer service department at **1-888-585-9488** or online at www.gbsent.com. You must have Your original receipt showing Your purchase of the covered Furniture and this Plan; the original copy of this Plan or the unique Registration Number printed on this Plan; the original delivery date of the covered Furniture; and the discovery date of the stain or damage. You shall reasonably cooperate with the Administrator in its efforts to perform its obligations under this Plan. Failure to comply with the provisions in this Plan may void any claim.

THE SERVICE PROCESS: Upon receiving a claim covered by this Plan, We will provide repair advice and/or products to aid in stain removal or repair of the damage. If the stain or damage persists, at Our discretion, You may receive a no charge in-home visit by a professional technician. If the technician determines that repairs must be made off-site, the damaged Furniture will be removed and returned at no cost to You. With or without a technician visit, We may elect to replace the damaged part or area of the damaged Furniture. If the stain or damaged part or area cannot be repaired or replaced, or if a part is not available, We will authorize replacement of the

damaged piece of Furniture. You may select a replacement piece of furniture at a price equal to or less than that of the damaged Furniture. We will not replace or otherwise service matching pieces of Furniture that are not damaged and are not responsible for, and will take no action to correct, dye lot or texture variations arising from service or replacement of a part of Furniture or replacement of an entire piece of Furniture. This Plan does not transfer to replacement Furniture. Replacement selections must be made at the original store of purchase or at a store operated by the Retailer. If the original Retailer is closed, out of business, or You have moved out of the Retailer's normal delivery area, this Plan will be limited to repair service only or terminated and You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property.

IMPORTANT EXCLUSIONS: We will not cover the following:

- Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage
- Stains or damage caused by improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by Us or the Retailer specifically for the covered Furniture) or failure to comply with manufacturer's warranty
- Stains or damage from acid, bleach, caustic solutions, mildew, mold or reoccurring damage as a result of lifestyles, even if otherwise covered by this Plan
- Incontinence
- Odors
- Fading of the upholstery, color loss, and/or discoloration
- Pet damage other than pet bodily fluids, such as damage from teeth, beaks or claws
- Normal wear and tear to fabrics and leathers, such as soiling from everyday use including body oil, hair oil, perspiration, or darkened body contact areas
- Inherent design or structural defects in fabrics and leathers, including but not limited to, natural inconsistencies in upholstery or delamination of microfiber
- Failure or loosening of threads [or splitting of seams], stress tears, loss of foam resiliency, spring or coil damage, damage to zippers, pilling or fraying of upholstery or any stain or damage to decking or platform cloth
- Wood surface scratch or gouge that does not penetrate through the finish
- Cracking or peeling of upholstered fabric or leather
- Leather surface scratches that do not penetrate through the upholstery, such as scuffs or scrape marks
- Leather flaws and manufacturer's defects that cause rips, cuts, punctures, or color loss
- Dye lot or texture variation
- Natural stone, granite and marble
- Water damage by leaking appliances, water heaters, skylights, and pipes
- Intentional damage or willful abuse or misuse of the covered Furniture
- Any loss covered by homeowner's or renter's insurance
- Scratches on glass
- Furniture purchased for group homes, assisted living residences, and nursing homes that is used by the general public for short term use
- Damage to motors and associated components due to power surges, low voltage/ampereage, normal wear and tear, or any damage caused by an external power source
- Repair, replacement or maintenance in connection with operational or structural failure due to defects in materials or workmanship, normal wear and tear, or accidental damage from handling and assembly, except as listed for motors or except as listed for motors, mechanisms, and frames.
- Service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal RESIDENTIAL usage, such as, but not limited to, loss or damage due to misuse, abuse, unauthorized repair by others, collision with any other object, loss or damage resulting from failure to provide manufacturer's recommended maintenance or inspection, add-on products or accessories, attachments, rust, corrosion, battery leakage, sand, dirt, rodent or insect infestation, damage or stains caused by acts of God, fire, water, windstorm, hail, earthquake, exposure to the sun or other heat source, exposure to the cold, theft, negligence, riot, outside contractors or any other peril.
- Any breach of implied or expressed warranty of merchantability or fitness of the Furniture from the manufacturer or Retailer
- Initial or subsequent installation, assembly or hookup of Your Furniture is not covered
- Removal and reinstallation, except as determined by Us
- Any indirect, consequential or incidental damages, including loss or damage to person or property, arising from the use of, or inability to use, or from the repair or replacement of the Furniture
- Any and all pre-existing conditions that existed prior to the effective date of this Plan
- "As is," "pre-owned," showroom-displayed, rental (other than an LTO Arrangement), non-residential, in-home daycare businesses or commercial use, rattan, bamboo or wicker used outdoors, plastic (ready to assemble), nubuck, suede, carpets, fossil stone, chenille, silk, "X" coded and/or non-color fast fabrics or Furniture sold without a manufacturer's or store warranty
- Mattresses and Box Springs
- Rugs and Carpets
- Failure to use reasonable means to protect your Furniture from further damage after a Covered event occurs
- Any Stain or Damage caused by an Independent Contractor, such as but not limited to Plumber, Painter or other Service or Maintenance Personnel
- ANY CLAIM THAT IS COVERED OR SHOULD BE COVERED BY THE MANUFACTURER'S OR STORE WARRANTY
- General soiling or a gradual buildup or accumulation of dirt, dust, body oils, perspiration, and other damage that cannot be attributed to a single occurrence.
- Any periodic checkups, preventative maintenance, lubrication, and general cleaning of nonfunctional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets or accessories used in conjunction with the covered Furniture, such as pillows and buttons
- Service where no problems are found, such as noises or squeaks
- Failures that occur outside the Fifty (50) States of the United States of America

LIMIT of LIABILITY: Our cost and liability to provide service, repair or replacement under this Plan is limited to the lesser of the cost of authorized repairs or replacement of the Covered Furniture with a product of equal or similar features and functionality. In no event will the Our total liability for repairs or replacement exceed the lesser of the original purchase price of the Covered Furniture excluding tax and delivery costs paid during the purchase of the Covered Furniture (or) \$25,000.

PROTECTION PLAN PROVISIONS: This Plan is not renewable or transferable and does not supersede any applicable manufacturer's warranty. You are the only person eligible for coverage under this Plan. This Contract shall not be voided by Us unless You have committed fraud or material misrepresentation in obtaining this Contract or in presenting a claim for service thereunder. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. Our failure to exercise rights under this Plan does not waive those rights. If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property. Our failure to exercise rights under this Plan does not waive those rights.

CANCELLATION: This Plan may be cancelled by You for any reason, including, but not limited to, the Furniture covered by the Plan being sold, lost, stolen or destroyed. To cancel the Plan, contact Us toll-free at **1-888-585-9488**. If You cancel this Plan within the first thirty (30) days after receipt of the Plan and no claims have been made hereunder, You will receive a full refund of the purchase price. If You cancel this Plan after the first thirty (30) days of receipt of the Plan or if a claim has been made hereunder, You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed 10% of the purchase price of the Plan or twenty-five dollars (\$25), whichever is less. If We do not pay a refund due to You as a result of the cancellation of the Plan within 45 days after receiving notification from You of cancellation of the Plan, We will pay to You a penalty for each month of any refund amount that remains outstanding equal to 10 percent of the refund amount due. **If You financed the purchase of this Plan, any refund due as a result of Your cancellation of the Plan will be paid directly to the lender of record.** If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property.

Arbitration: READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

As used in this Provision, "You" and "Your" mean the person or persons named in this Plan, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean the Obligor identified above and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees, and employees of any of the foregoing entities.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Plan or any prior Plan or Product, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), 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 Claim 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 (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 conclusions of law. The arbitration shall be held at a location selected by Us within the state in which You purchased this Plan. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 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 Claims 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 Plan.

You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.

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 CLAIM.

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

THIS IS NOT A CONTRACT OF INSURANCE, BUT OBLIGATIONS UNDER THIS PLAN MAY BE BACKED BY AN INSURANCE POLICY.

THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS.

Insured Agreement: This is not an insurance policy. However, We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Product has been returned or, in the event that You cancel this Service Agreement, and We, fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Starr Indemnity & Liability Company at 1-855-438-2390 or 399 Park Ave 3rd Floor, New York, NY 10022.

Warranty Registration Number

MUST BE REGISTERED

SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within This Agreement, which conflicts with the laws of the state where You reside, shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

ALABAMA only: You may return this Service Agreement within twenty (20) days of the date the Service Agreement was provided to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. If

You cancel this Service Agreement after the first 20 days, You will receive the unearned portion of the full purchase price of the Service Agreement, less an administrative fee of up to twenty-five dollars (\$25.00). To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Obligor. Obligations of the Obligor are backed by the full faith and credit of the Obligor, as well as by a service contract reimbursement policy. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company, who insures the Obligor's obligations under this Service Agreement, at (855) 438-2390 or 399 Park Ave 3rd Floor, New York, NY 10022. These provisions apply only to the original purchaser of the Service Agreement. In the event the Obligor cancels the Service Agreement, the 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 provider fee or a material misrepresentation by You relating to the covered property or its use.

ARIZONA only Definitions: A "Consumer" means a contract holder, inclusive of a buyer of the Covered Product (other than for re-sale), any person to whom the Covered Product is transferred during duration of the Coverage Term, or any person entitled to receive performance on the part of the Obligor under applicable law. "Service Dealer" is any person or entity that performs or arranges to perform services pursuant to a service contract which the Service Dealer issues. "Service Contract Administrator" means an entity which agrees to provide contract forms; process claims and procure insurance for and on behalf of a Service Dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs.

Under **IMPORTANT EXCLUSIONS: We will not cover the following:**

Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage is amended to read:

- **Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage while owned by You.**

Repair, replacement or maintenance in connection with operational or structural failure due to defects in materials or workmanship, normal wear and tear, or accidental damage from handling and assembly, except as listed for motors or except as listed for motors, mechanisms, and frames is amended to read:

- **Repair, replacement or maintenance in connection with a pre-existing condition including, but not limited to, a manufacturers defect that was not known or that reasonably should have been known by the Administrator or the Retailer, normal wear and tear, or accidental damage from handling and assembly, except as listed for motors or except as listed for motors, mechanisms, and frames.**

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 Plan. 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 ten percent of the gross amount paid by You for the service contract. To arrange for cancellation of this Plan, please contact Your selling retailer. Starr Protection Solutions, LLC is the Provider and the Obligor for this Service Agreement in Arizona.

CALIFORNIA only: With respect to California contract holders, the Administrator under this Service Agreement is GBS Warranty Services, LLC. The Obligor under this Service Agreement is Starr Protection Solutions LLC. This Service Agreement may be cancelled by the contract holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the selling retailer within 60 days of the date You received the Service Agreement, and You have made no claims against the Service Agreement, You will be refunded the full Service Agreement price, less any claims; or if Your Service Agreement is cancelled by written notice after 60 days from the date You received this Service Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less any claims paid or less an administrative fee of 10% of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Plan, please contact Your selling retailer.

COLORADO only: Action under this Service Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act," Articles 1 and 2 of Title 6, C.R.S. A party to this Service Agreement may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

CONNECTICUT only: The term of Your Service Agreement is automatically extended by the length of time in which the Covered Product is in the Obligor's custody for repair under the Service Agreement. If Your Service Agreement is a Replacement Plan, it is automatically extended through the time period in which the Product is in transit for inspection, and until the Product is replaced (or equivalent). In the event of a dispute with the 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 Product, the cost of repair of the Product, and a copy of the Service Agreement. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company who insures the Obligor's obligations under this Service Agreement, at (855) 438-2390 or 399 Park Ave, 3rd Floor, New York, NY 10022.

FLORIDA only: The Obligor under this Service Agreement is Starr Indemnity & Liability Company. The Administrator under this Service Agreement is GBS Warranty Services, LLC. If You cancel this Service Agreement, You will receive a refund equal to 90% of the unearned pro rata purchase price of the Service Agreement, less any claims that have been paid or less the cost of repairs made on Your behalf. To arrange for cancellation of this Plan, please contact Your selling retailer. If We cancel this Service Agreement, You will receive one hundred percent (100%) of the unearned pro rata purchase price of the Service Agreement, less any claims paid or the cost of repairs made on Your behalf. The rates charged for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA only: You may cancel this Service Agreement at any time by notifying the selling retailer in writing or by surrendering the Service Agreement to the selling retailer, whereupon the selling retailer will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor is also entitled to cancel this Service Agreement at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal. The following exclusion: ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT is hereby amended with respect to Georgia contract holders as follows:

WHAT IS NOT COVERED: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT.

The following Disclosure: NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS, is hereby amended as follows: NOTE: COVERAGE UNDER THIS AGREEMENT MAY BE DENIED IF YOU MAKE UNAUTHORIZED REPAIRS.

Procedures for cancellation of this Service Agreement will comply with section 33-24-44 of the Georgia code. Administrator may cancel this Service Agreement upon thirty (30) days written notice to You. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim can be submitted to Starr Indemnity & Liability Company who insures the Obligor's obligations under this Service Agreement at (855) 438-2390 or 399 Park Ave, 3rd Floor, New York, NY 10022.

HAWAII only: You may return this Service Agreement within thirty (30) days of the date this Service Agreement was provided to You or within twenty (20) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your selling retailer. The 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 Service Agreement to the selling retailer. These provisions apply only to the original purchaser of the Service Agreement. In the event the Obligor cancels the Service Agreement, the We will mail a written notice to You at Your last known address at least 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 provider 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 Obligor under this Service Agreement are insured under a service contract contractual liability policy issued by Starr Indemnity & Liability Company, 399 Park Ave, 3rd Floor, New York, NY 10022. If You have a question or complaint, You may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811.

ILLINOIS only: Starr Protection Solutions, LLC, (and not the dealer or manufacturer), is the Obligor under this Service Agreement in the State of Illinois. The Obligor will pay the cost of covered parts and labor necessary to restore the Product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear. You may cancel this Service Agreement at any time. If You cancel this Service 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 Service 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 Plan, please contact Your selling retailer. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company which insures the Obligor's obligations under this Service Agreement at the following address: 399 Park Avenue, 3rd Floor, New York, NY 10022.

INDIANA only: If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Obligor's obligations under this Service Agreement, at 399 Park Avenue, 3rd Floor, New York, NY 10022.

KENTUCKY only: If processing of a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim may be submitted to Starr Indemnity & Liability Company who insures the Obligor's obligations under this Service Agreement at 399 Park Avenue, 3rd Floor, New York, NY 10022.

MISSOURI only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim under the Service Agreement, the Service Agreement is void and the full purchase price will be refunded to You or credited to Your account. To arrange for cancellation of this Plan, please contact Your selling retailer. The 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 Service Agreement to the selling retailer. These provisions apply only to the original purchaser of the Service Agreement, and only if no claim has been made prior to the return of the Service Agreement. The following sentence is added as the last sentence of Section 7 **To Obtain 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 Service Agreement provisions.

NEVADA only: This Service Agreement is renewable at Our option. This Service Agreement is not an insurance policy. This Service Agreement does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions or for any form of consequential damages. The Purchase Price is as indicated on the bill of sale or receipt, considered to be a part of the contract.

The cancellation provision in Your Service Agreement is hereby deleted and replaced with the following:

"This Service Agreement is void and We will refund to You the purchase price of this Service Agreement, if no service or replacement claim has been made and You return the contract to Us:

- (a) Within 20 days after the date this Service Agreement was mailed or otherwise sent to You; or
- (b) Within 10 days after You have received a copy of the Service Agreement if We have furnished You with a copy of this Agreement at the time when this Agreement was purchased.

To arrange for cancellation of this Plan, please contact Your selling retailer. We will refund to You the purchase price of this contract within 45 days after it has been returned to us. If We do not refund the purchase price within 45 days, 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 Service 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 Service Agreement.

We may not cancel this contract once it has been in effect for at least seventy (70) days, except for the following conditions:

- (a) Failure by You to pay the Service Agreement purchase price;
- (b) The contract holder being convicted of a crime which results in an increase in the service required under this Service 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 contract by You which substantially and materially increases the service requested under the Service Agreement; or
- (e) A material change in the nature or extent of the service required under the Service Agreement, which occurs after the purchase of this contract, and substantially and materially increases the service required beyond that contemplated at the time of purchase.

If We cancel this Service Agreement for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Product covered under this Service Agreement, the Administrator and/or Obligor liability is limited to the original retail purchase price You paid for such Product. We may not cancel this Service Agreement until at least fifteen (15) days after the notice of cancellation has been mailed to You. The obligations under this Service Agreement are guaranteed by Starr Indemnity & Liability Company located at 399 Park Ave., 3rd Floor, New York, NY 10022. If You are not satisfied with the manner in which We are handling service under this Agreement, You may contact the Nevada Commissioner by use of the toll-free number of the Division, (888) 872-3234.

NEW HAMPSHIRE only: In the event You do not receive satisfaction under this Service 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 Service Agreement are insured by a contractual liability policy issued by

Starr Indemnity & Liability Company located at 399 Park Ave., 3rd Floor, New York, NY 10022. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Obligor ceases to do business or goes bankrupt, You may file Your claim directly with Starr Indemnity & Liability Company.

NEW MEXICO only: You may return this Service Agreement within ninety (90) days of the date this Service Agreement was provided to You. If You made no claim, the Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your selling retailer. The 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 Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. We may not cancel this Service 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) The conviction of You in a crime that results in an increase in the service required under this Service Agreement;
- (c) Fraud or material misrepresentation by You in obtaining the Service 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 Service Agreement by You, which substantially and materially increases the service required under the Service Agreement.

If We cancel this Service 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 provider 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 Obligor under this Service Agreement are insured under a service contract reimbursement insurance policy issued by Starr Indemnity & Liability Company. If the Obligor fails to perform under this Agreement, including failure to return any unearned fee in the event of cancellation, Starr Indemnity & Liability Company will pay all sums the Obligor is legally obligated to pay under this Agreement or perform any service the Obligor is legally obligated to perform under this Agreement. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full Purchase Price will be refunded to You. To arrange for cancellation of this Plan, please contact Your selling 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 Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service 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 provider 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 Starr Indemnity & Liability Company located at 399 Park Ave, 3rd Floor, New York, NY 10022, 1 (855) 438-2390.

NORTH CAROLINA only: The purchase of a Service Agreement is not required in order to obtain financing. We may not cancel this Service Agreement except for nonpayment by You or for violation of any of the terms and conditions of this Service Agreement. If You cancel this Service 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 Plan, please contact Your selling retailer. Obligations under this Service Agreement are insured by Starr Indemnity & Liability Company, 399 Park Ave., 3rd Floor, New York, NY 10022.

OKLAHOMA only: The Obligor under this Service Agreement is Starr Technical Risks Agency, Inc. (License # 44200902). In the event You cancel this Service 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 Plan, please contact Your selling retailer. In the event We cancel this Service 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 contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

SOUTH CAROLINA only: In order to prevent damage to the Covered Product, please refer to the owner's manual. This Service Agreement does not provide coverage for pre-existing conditions. This Service 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 Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Product from further damage after a breakdown or performance failure occurs. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your selling 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 Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service 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 provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property 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 Starr Indemnity & Liability Company, which insures the obligations under this Service Agreement, located at 399 Park Ave., 3rd Floor, New York, NY 10022. In the event You have a question or complaint, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, (803) 737-6134.

TEXAS only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full Purchase Price will be refunded to You. To arrange for cancellation of this Plan, please contact Your selling 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 Service Agreement. In the event We cancel the Service 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 provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. Obligations of the provider under this Service Agreement are insured under a service contract reimbursement policy. In the event a covered service is not provided by Us within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Ave, 3rd Floor, New York, NY 10022. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, 1 (800) 803-9202.

UTAH only: The following language is being added as the last sentence to the opening paragraph in the Service Agreement: This Service Agreement may be paid in full at the time of purchase or finance. The **CANCELLATION BY US** section is being replaced in its entirety with: We may cancel this Service 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 Service 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 IS NOT COVERED** section: This Service Agreement does not provide coverage for pre-existing conditions or any Product that is subject to neglect, abuse, or damage prior to issuance of the Service Agreement. The following sentence is added as the last sentence of the **WHAT TO DO IF A COVERED PRODUCT REQUIRES 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 Service Agreement provisions. The following sentence is added as the last sentence of the **GUARANTEE** section: If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Administrator's obligations under this Service Agreement, located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

VERMONT only: You may return this Service Agreement within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the purchase price. To arrange for cancellation of this Plan, please contact Your selling retailer. Our obligations under this Service Agreement are supported by a contractual liability insurance policy issued by Starr Indemnity & Liability Company. In an event that We are unable to perform under the contract, Starr Indemnity & Liability 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 the Our contractual obligations under this Service Agreement. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390.

WASHINGTON only: The "Insured Agreement" 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 obligor under this Service Agreement are backed by the full faith and credit of the service contract obligor, Starr Technical Risks Agency, Inc., located at 399 Park Avenue, 3rd Floor, New York, NY 10022. You may contact them toll-free at (855) 438-2390.

WISCONSIN only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. 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 Starr Indemnity & Liability Company, who insures Our obligations under this Service Agreement, located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was mailed to You, or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You or credited to Your account. To arrange for cancellation of this Plan, please contact Your selling 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 Service Agreement to Us. These provisions apply only to the original purchaser of the Service Agreement. In the event that You experience a total loss of property covered by this contract that is not covered by a replacement of the property pursuant to the terms of the contract, You shall be entitled to cancel this contract and receive a pro rata refund of any unearned provider fee, less any claims paid. Lack of pre-authorization shall be the sole grounds for a claim denial; however, unauthorized repairs may not be covered if evaluated to have been at unreasonable expense.

WYOMING only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your selling 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 Service Agreement to Us. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel the Service 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 provider 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 Service Agreement are insured by Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022.

ENTIRE CONTRACT: This Service Agreement together with your Purchase Receipt sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.