AFC HOME WARRANTY

AFC Home Club is a corporation organized under the laws of the state of Georgia.

**THIS IS NOT A PRODUCT OF INSURANCE: Obligations of the provider under this service member are backed by the full faith and credit of the provider.**

# DIAMOND CONTRACT

## A. COVERAGE OVERVIEW

Systems and components mentioned as "Covered" in the terms and conditions of this contract will be included for coverage so long as the systems and components meet the following criteria:

1. Your contract term (the dates that your contract is in effect), your contract fee, your Diagnostic Fee, and your equipment, systems, and appliances covered under this contract, are set forth in your coverage details. The first 30 days following the purchase date (the date upon which AFC receives initial payment) constitute the waiting period (see #5 below). Coverage becomes effective on the 31st day after the contract's purchase date and continues through the expiration date shown on the Declaration Page. Any service request(s) placed after the expiration date listed on the declaration page will be denied unless the contract has been renewed prior to the expiration date.
2. All covered items must have been in good working order upon the effective date of the contract. “Mechanical failure” occurs when a covered item becomes inoperable and unable to perform its designed function, subject to the limitations and conditions set forth herein. Current systems and appliances covered must be located inside the main foundation (except for pool/spa, well pump and air conditioner), and must be in proper working order on the effective date of this home warranty contract. They must have been maintained as specified by manufacturer’s requirements and recommendations. They must have been properly sized and installed to meet federal, state, and local regulations as well as manufacturer specifications and industry codes and standards. Known or unknown pre-existing conditions are not covered. This coverage is for one appliance/system unless otherwise stated below.
3. This contract covers single-family homes (including manufactured homes), new construction homes, condominiums, townhomes, and mobile homes under 5,000 square feet, unless the appropriate fee is applied and paid. Coverage is for occupied property that is owned or rented, not commercial property or premises converted into a business. Short-term rentals or leases, including but not limited to platforms such as Airbnb, VRBO, and similar services, are not covered under this agreement. This contract describes the basic coverage and options available. Coverage is subject to limitations and conditions specified in this contract. Please read your contract carefully.
4. The current systems and units in your home all have different life expectancy, and your contract is designed to help them reach their life expectancy. Your contract aims to provide some protection for out-of-pocket repair expenses. Coverage is not all-inclusive, and there may be situations in which you (the homeowner) will need to pay additional costs for parts or services not covered by the contract plan.
5. **Unless you are a renewing Member, you will have a 30-day review period from the date of purchase. During this time, no service requests can be accepted, nor will any failures that occur during this time or prior to the purchase of the contract be covered. During this time, it is the Member’s responsibility to review the Declaration Page and make sure all information is correct. It is the Member’s responsibility to inform AFC if documentation is not received within 7-10 business days. AFC will not be held responsible for the Member’s failure to notify AFC of unreceived paperwork. If the Member does not notify AFC to resend the contract packet, all guidelines will be held to the version published online at afchomeclub.com. To make changes to an account, please call 1-866-242-0629.**
6. **Items not explicitly classified as Covered or Non-Covered in the Membership Guidelines shall be deemed Non-Covered.**

### *DEFINITIONS INDEX*

**For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:**

1. **Waiting Period**: The initial period, beginning from the date of purchase, during which no claims may be made. During this period, coverage is not active, and any breakdowns occurring within this time will not be covered.
2. **Covered Items**: The systems, appliances, and/or optional add-ons listed on the declaration page of this Agreement, subject to the specific limits, exclusions, and conditions set forth herein.
3. **Diagnostic Fee or Service Fee**: The non-refundable amount that the homeowner must pay prior to dispatching a technician or utilizing their own technician to assess a system or appliance and identify any issues.
4. **Exclusion**: Specific items, conditions, or types of damage that are not covered under this Agreement. Exclusions

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define the limitations of coverage and identify which systems, appliances, or situations are not eligible for warranty benefits.

5. **Maintenance**: Routine care, cleaning, and servicing of systems or appliances, including regular inspections, adjustments, and minor repairs intended to prevent issues and extend the life of the item.
6. **Normal Wear and Tear**: The expected and natural deterioration of an asset resulting from regular, everyday use over time.
7. **Pre-Existing Failure**: Conditions or failures that existed prior to the commencement of the coverage period, which are excluded from coverage under this Agreement.
8. **Cash-in-lieu Payment**: A monetary sum provided as a substitute for repairing or replacing a Covered Item, intended to cover the value of the item in place of physical repair or replacement.
9. **Waiting Period**: The initial period, beginning from the date of purchase, during which no claims may be made. During this period, coverage is not active, and any breakdowns occurring within this time will not be covered.
10. **Practical Service Limits**: The scope of repair or replacement coverage based on the age, condition, and maintenance history of a covered item, reflecting reasonable adjustments for wear over its usable life.

## B. SERVICE REQUESTS

SHOULD YOU NEED SERVICE, PLEASE READ YOUR COVERAGE CAREFULLY AND SUBMIT YOUR REQUEST THROUGH www.afchomeclub.com OR BY CALLING 770-973-2400.

1. By submitting a service request, whether online or by phone, you acknowledge and agree to the terms of service. The Member or an authorized representative must notify AFC immediately upon discovering any breakdown, provided that the breakdown occurs within the active contract term. AFC accepts service requests 24 hours a day, 7 days a week, through its online platform. Throughout the service process, AFC strongly encourages Members to take all reasonable measures to mitigate secondary damages, including but not limited to: shutting off water to the home in the event of a significant leak, discontinuing use of any item upon identification of a defect, and contacting emergency services if necessary.
2. Upon receipt of a service request, AFC will initiate service within twenty-four (24) hours. Once a technician has accepted the service appointment, AFC will provide the Member with the technician's contact information via phone, SMS text message, or email. In certain situations, the assignment of a technician may require more than forty-eight (48) hours to complete due to availability constraints.
    a. The Member will be responsible for the Diagnostic Fee (sometimes called a service fee),
    A service fee is applicable for each service request that results in the dispatch of a technician, whether from AFC or a vendor of your choice. Should you opt to engage your own vendor for diagnostics and they do not impose a service fee, the service fee associated with your policy will be deducted from any approval granted. This service fee pertains solely to the technician's diagnostic evaluation of each covered system or appliance and does not cover any repair work performed. It serves as a deductible and is non-refundable.
3. AFC has the sole and absolute right to select the technician to perform the service. AFC will not reimburse for services performed without prior approval and service-request-number verification. 3.1 All members have the option to obtain their own technician. Your request for service must be submitted to AFC via phone call or online. At this time, you will have the option to “request to use own technician.” All service requests must be approved prior to approving the repair. All approved technicians are required to be licensed and insured.
4. AFC requires the make, model, and serial number located on the appliance/system prior to service. In some cases, this can be found on the inspection report. If the technician is not able to locate such information or it is no longer visible, AFC will not accept a request on said appliance or system. It will not be a covered item.
    a. If approval is granted after the membership expiration date due to delays caused by an AFC-dispatched vendor, and the member chooses a replacement, a paid receipt must be submitted within 7 days from the approval date.
    b. Anything not listed under Covered or Non-Covered will subsequently be a Non-Covered item from the Membership Guidelines.”

## C. COVERED ITEMS

### *Appliance*

**AFC will pay up to $3,000 per item per contract term for access, diagnosis, repair, or replacement unless otherwise stated in the item's specific terms or in the Limitations of Liability section below.**

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NOTE: AFC shows examples of “not-covered” components to assist with your understanding of this contract; examples are not exhaustive. It is important to review Limitations of Liability below and any optional coverage items on your declaration page.

1. **OVEN/RANGE/COOKTOP (Gas or Electric; built-in or Freestanding)**
   **COVERED:** All components and parts. Double ovens that share parts are both covered, double ovens that do not share parts require an additional fee for coverage.
2. **CLOTHES DRYER**
   **COVERED:** All components and parts.
3. **CLOTHES WASHER**
   **COVERED:** All components and parts.
4. **DISHWASHER**
   **COVERED:** All components and parts.
5. **KITCHEN REFRIGERATOR**
   **COVERED:** All components and parts.
6. **KITCHEN REFRIGERATOR ICE MAKER**
   **COVERED:** All components and parts. ICE MAKER NOTE: AFC will pay up to $300.00 for the ice maker per contract term.
7. **GARBAGE DISPOSAL**
   **COVERED:** All components and parts. NOTE: AFC will pay up to $150.00 per contract term.
8. **BUILT-IN MICROWAVE**
   **COVERED:** All components and parts. NOTE: AFC will pay up to $500.00 per contract term.
9. **GARAGE DOOR OPENER**
   **COVERED:** All components and parts of 2 units.
   **NOT COVERED: Door, Track or Spring Assembly.**
   **NOTE: AFC will pay up to $500.00 per contract term.**

**NOT COVERED ITEMS ON APPLIANCES:** Portable units, mini-refrigerators, wine coolers, under-counter refrigerators, countertop units, insulation, doors, glass, handles, refrigerator water lines, ice crushers, beverage dispensers, Filters, Valves, Leak Searches, Freon Leaks, Smart Appliance features such as, but not limited to, Display Screens, Touch Screens, T.V.tubs, baskets, drums, venting, damage to clothing, overloading, parts that do not affect the functionality of the equipment.

## *Systems*

**AIR CONDITIONING AND HEATING NOTE: Coverage applies to two (2) main sources of air conditioning and two (2) main sources of heating. Coverage applies to up to 5 (five) ton capacity, electric units below 21 SEER, and designed for residential use. AFC will pay to repair or replace the item per contract term for access, diagnosis, repair, or replacement unless otherwise stated in the item's specific terms, maintenance agreement section or in the Limitations of Liability section below.**

NOTE: AFC will pay up to $150.00 aggregate for code upgrades or modifications per contract term.

1. **AIR CONDITIONING AND HEATING SYSTEM**
   **COVERED:** All components and parts of ducted, central, electric, split and package units, forced air (gas, electric, oil), wall-mounted units, mini splits, and heat pump systems: thermostats, condenser fan motors, compressors, condensers, coils, capacitors, relays, contactors, pressure switch, thermistor, transformers, defrost boards, blower motors, inducer motors, heating elements, igniters, ignition module, burner assembly, thermocouple.
   **NOT COVERED:** Window units, portable units, chiller systems and components, geothermal components, oil-based boiler systems, solar heating systems, fireplaces and key valves, radiant cable heat, heat lamps, humidifiers, outside or underground piping, standard or electronic filters, computerized HVAC management systems or zoned controllers, flues and vents, roof jacks or stands, condenser casings, condensate pans, condensate line stoppages, pad or pad frames, automatic or manual dampers, refrigerant recapture and disposal, refrigerant lines, insulation, leak detection air conditioning with improperly sized systems, hard-start kits, heat exchangers, and maintenance.
   NOTE: AFC will pay up to $25.00 per pound for refrigerant, limited to 10 lbs. per occurrence and one occurrence per acontract term.
   NOTE: Standard thermostat shall not exceed cost of $80.00. Limited to one thermostat per contract term.
2. **DUCTWORK**
   **COVERED:** All standard ductwork throughout the residence, attachments to HVAC units.
   **NOT COVERED:** Improperly sized ductwork/duct system, crushed ductwork.
   NOTE: AFC will pay up to $150.00 per contract term.
3. **WATER HEATER (Gas and/or Electric)**
   **COVERED:** Gas or electric water heaters up to 75 gallons, including tankless water heaters, thermostat assembly parts and components, heating elements burner assembly, gas valve, drain valve, relief valve, circulating pump.
   **NOT COVERED:** Solar water heaters and associated components and plumbing, vents, flues, Auxiliary storage or expansion tanks, noise caused by sediment, corrosion, drip pans, multi-valve manifolds, water heater pump attachment.
   NOTE: AFC will pay up to $1000.00 per contract term.
4. **INTERIOR ELECTRICAL**
   **COVERED:** Interior wiring, panel and sub-panels, circuit breakers.
   **NOT COVERED:** Low-voltage wiring, DC wiring, circuit overload, inadequate wiring, aluminum wiring, faceplates,

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fixtures, switches, wire tracing, power outages, troubleshooting, modifications, code violations.
Note: AFC will pay up to $500 in aggregate per 12-month period for electrical services in this section. This period starts on the contract effective date.
Note: AFC will pay up to $150 per 12-month period for electrical outlets.

5. **PLUMBING SYSTEMS AND STOPPAGES**
**COVERED:** Visible interior leaks and breaks of water supply pipes, drain, vent, and waste lines; dishwasher supply line; toilet tanks/bowls (replaced with white builder's grade as necessary); toilet wax ring seals; flush valve; refill tube; ballcock; flapper; fill valve; overflow tube; diverter angle stops; hose bibs; p traps; faucet; unobstructed access to stoppage within the confines of the home from the access point (via snaking system i.e. sewer drain snake). AFC will provide access to plumbing systems through unobstructed walls, ceilings, or floors, and will cover up to $250.00 to return the access opening to a rough finish condition—this amount will be deducted from the plumbing limit.
**NOT COVERED:** Piping failure or stoppage which includes collapsed piping, freezing or damage from roots; foreign objects; gas leaks; slab leaks; polybutylene, quest, or galvanized plumbing and drains; flange; valves; bathtubs; shower enclosures and glass; base pans; sinks; toilet lids and seats; cracks; whirlpool jets and control panel; water softeners; pressure regulators; inadequate or excessive water pressure; leak searches; inaccessible cleanouts or cost of installing cleanouts; faucet installation; hydro jetting; camera snaking, refrigerator water lines.
Note: AFC will pay up to $500 in aggregate per 12-month period for plumbing services in this section. This period starts on the contract effective date.
Note: AFC will pay up to $300 per contract term for plumbing stoppages. This amount is deducted from the aggregate plumbing limit mentioned directly above.
Note: AFC will pay up to $150 per 12-month period for faucets. This amount is deducted from the aggregate plumbing limit mentioned above.

6. **CEILING/EXHAUST/ATTIC FAN**
**COVERED:** All components and parts
NOTE: AFC will pay up to $150.00 per contract term.

## OPTIONAL COVERAGE

Unless the Declaration Page indicates that one or more of the following optional coverage item(s) was purchased, the following components are not included for coverage under this membership. Only one unit of each appliance/system is covered unless otherwise listed. Optional coverage may be purchased up to 30 days after the beginning of the membership without an inspection, with a new 30-day waiting period from the date at which the optional coverage item was purchased. After the 30 th day, optional coverage may be purchased once an inspection is performed (at Member's expense) and the inspection results are approved by AFC. Optional coverage, regardless of date of purchase, will continue only through the membership term.

1. **IN-GROUND POOL/SPA EQUIPMENT**
**COVERED:** Both the in-ground pool and spa equipment are covered if they use common equipment. If they have separate pump and filtration systems, then only one is covered unless an additional fee is paid. Coverage applies to accessible working components and parts of the pumping system: main pool pump, primary heater, motor, gaskets, blower, timer, valves (limited to back flush, actuator, check, 2-way, and 3-way valves), relays and switches, pool sweep motor and booster pump, above-ground plumbing pipes and wiring that are associated with primary pump and filter.
**NOT COVERED:** Filters, saltwater filtration/osmosis, salt water components, control panels, electronic boards, lights and solar equipment, liners, maintenance, housing and related equipment, structural defects, inadequate pressure, jets, ornamental fountains, waterfalls, and their pumping systems, above-ground/portable pools or spas built into decking.
Note: AFC will pay up to $500 in aggregate per 12-month period for pool services in this section. This period starts on the contract effective date.
2. **WELL PUMP**
(Main Source of Water to the Home)
**COVERED**: Pump, drive coupling and cap, air volume control, flow kit control, foot valves, torque arrestor.
**NOT COVERED:** Holding or storage tanks, digging, locating pump, pump retrieval, re-drilling of wells, well casings, pressure tanks, pressure switches and gauges, check valve, relief valve, drop pipe, piping or electrical lines leading to or connecting pressure tank and main dwelling (including wiring from control box to the pump), booster pumps, well pump and components for geothermal or water source heat pumps.
NOTE: AFC will cover up to $500.00 per membership term.
3. **SUMP PUMP**
**COVERED:** Sump pump for groundwater that is permanently installed within the foundation of the home or attached garage.
**NOT COVERED:** Grey water, sewage ejector pumps, portable pumps, backflow preventers, check valves, piping modifications for new installs.
NOTE: AFC will pay up to $500.00 per membership term.
4. **CENTRAL VACUUM**
**COVERED:** All mechanical system components and parts.

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**NOT COVERED:** Accessories or hoses, removable attachments, clogged pipes and maintenance-related breakdowns. AFC is not responsible for the cost of gaining access to or closing access from the floor or walls either to locate the cause of malfunction or to affect repair or replacement.
NOTE: AFC will pay up to $150.00 per membership term.

5. **STAND ALONE FREEZER**
   **COVERED:** All parts and components that affect the operation of the unit.
   **NOT COVERED:** Ice makers, crushers, dispensers or related equipment; internal shell; racks, shelves, or glass displays; lights; knobs, caps or dials; condensation pans; clogged drains or lines; grates; food spoilage; freon; disposal and recapture of freon; door seals or gaskets; door hinges or handles. NOTE: AFC will pay up to $500.00 per membership term.
6. **SECOND REFRIGERATOR**
   **COVERED:** All components and parts.
   **NOT COVERED:** Insulation; doors; refrigerator water lines; removable parts; ice crushers; beverage dispensers; refrigerant recapture, reclaim or disposal; ice maker unless an additional fee is paid and item is listed in additional coverage on the declaration page. NOTE: AFC will pay up to $500.00 per membership term
7. **DOUBLE OVEN**
   **COVERED:** All components and parts, for the second portion of a double oven.
   **NOT COVERED:** insulation, doors, glass, handles, removable parts that do not affect the functionality of the equipment such as racks, shelves, etc.
   NOTE: AFC will pay up to $500.00 per membership term.
8. **SEPTIC SYSTEM**
   **COVERED:** Sewage ejector pump, jet pump, aerobic pump.
   **NOT COVERED:** Tank, line from house, leach lines, field lines, lateral lines, tile fields and leach beds, insufficient capacity, clean out, pumping, grinder pump.
   NOTE: AFC will pay up to $500.00 per membership term.
9. **HOT WATER DISPENSER**
   **COVERED:** All components and parts.
   **NOT COVERED:** Rust, mold, corrosion, leaks or breaks of any kind.
   NOTE: AFC will pay up to $150.00 per membership term.
10. **ROOK LEAK REPAIR (Single-family homes only)**
    **COVERED:** Roof leaks.
    **NOT COVERED:**
    Porches, patios, cracked or missing material, metal roofs, eco-roofs; camwood shakes, masonite shingles, gutters, downspouts, items penetrating the roof (such as skylights, chimneys, and vents), roof-mounted installations (such as solar panels) and leaks associated with their attachments to the roof. NOTE: AFC will not dispatch a roofer to the property. You have the right to obtain your own roofer and submit the invoice for review. NOTE: AFC will pay up to $250.00 per membership term.

## D. LIMITATIONS OF LIABILITY

1. The following are not covered during the contract term: (i) malfunction or improper operation due to rust or corrosion of any system or appliance, (ii) collapsed ductwork, (iii) known or unknown pre-existing conditions.
2. AFC does not cover secondary damage from a non-covered item. If failure of a covered part is caused by the malfunction of a non-covered item, the resulting damage will not be approved or included for coverage.
3. AFC is not responsible for the repair of cosmetic defects, the performance of routine maintenance or refrigerant recapture, reclaim, or disposal.
4. AFC evaluates the condition, age, and maintenance history of systems or appliances at the time of a service request to determine the extent of repair or replacement coverage. If an item is deemed unrepairable, coverage may be adjusted according to practical service limits, with any additional costs being the responsibility of the homeowner. If an appliance or system experiences a covered failure due to normal wear and tear, AFC may, at its sole discretion, offer a cash settlement in lieu of repair or replacement. The cash amount will be determined using an independent third-party source.
5. Electronic or computerized energy management systems, lighting and appliance management systems, or solar components and equipment are not covered.
6. AFC is not liable for service involving hazardous or toxic materials including, but not limited to: mold, carbon monoxide, lead paint, or asbestos, nor costs or expenses associated with the recovery, recycling, reclaiming or disposal of refrigerant. AFC is not liable for any failure to obtain timely service due to conditions beyond its control, including, but not limited to, labor difficulties or delays in obtaining parts or equipment.
7. If the contract is financed and the service request exceeds the total amount currently paid, the Member must pay the remaining balance before repairs can proceed. If monthly payments for the contract are past due, the Member will be subject to a $10.00 late fee. If the contract is cancelled, the Member is responsible for the total amount of claims paid by AFC, and this amount will be deducted from any refund.
8. AFC is not liable for repair of conditions caused by use of the self-cleaning function on any oven, chemical or sedimentary build-up, rust or corrosion, mildew, mold, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire,

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freezing, electrical failure, electrical shorts or power surge, water damage, lightning, mud, earthquake, soil movement, soil settlement, settling of home, storms, accidents, pest damage, acts of God, or failure due to excessive or inadequate water pressure.

9. Annual limits are not compounding and do not carry over to the next contract year.
10. AFC is not liable for repairs related to costs of construction, carpentry or other incidental costs associated with alterations or modifications of appliances or components.
11. When replacement is authorized, the approval will be contingent solely upon the evaluation of the equipment cost, upon which authorization for full replacement will be granted.
12. AFC is not responsible for providing upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part, including but not limited to efficiency as mandated by federal, state, or local governments.

## MAINTENANCE

1. AFC is not liable for normal or routine maintenance or failure to perform normal or routine maintenance. Before accepting a service request on a HVAC system or tankless water heater, AFC requires a prior annual maintenance record from a licensed technician (often called a “check-up”) showing no suggested or required repairs. Annual is defined as occurring within 12 calendar months of the service request. In order to receive service on the HVAC or tankless water heater unit when a failure is discovered during annual maintenance, the Member must provide a previous maintenance record from within the last 12 months that shows no suggested or required repairs.
2. AFC is not liable for repairs caused by misuse, abuse, or failure to maintain manufacturer’s specified maintenance for items such as, but not limited to: coil cleaning, filtration changes, water heater flushing, consumable component replacement, proper refrigerant levels, or lubrication. This contract does not cover cleaning of any parts or equipment.

## REAL ESTATE TRANSACTIONS

For plans purchased through a real estate transaction, coverage becomes effective on the day specified on your declaration page and continues through the elected date shown, though limitations and conditions apply:

**RE-KEY SERVICE:** AFC will reimburse up to $150.00 for Re-Keying or lock change services. A paid receipt must be submitted prior to expiration of the contract.

1. Payment must be received within 14 days of closing. If payment is not received within that time, coverage will begin on the date payment was received.
2. If a home inspection was not performed on the residence prior to purchase, coverage will be 30 days after the purchase date on the declaration page.
3. To waive the initial 30-day waiting period, the Member must provide an inspection report to AFC. This report must reflect that the items included in the coverage were inspected and are in good working condition, with no further recommendations, inspections, or repairs by a separate technician suggested for the coverage to apply. No pre-existing conditions will be accepted.
4. In the event a claim is filed within the first 30 days of coverage, the maximum payout will be $150.00 on covered items. After this period, normal limits will apply.

## ACCESS AND CLOSING

1. AFC is not responsible for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible.
2. AFC shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings, or other obstructions impeding access to walls, ceilings, and/or floors.

## DISPOSAL

1. Members may be charged an additional fee by the technician to dispose of an old appliance, system, or component, including but not limited to the following items: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters, and any system or appliance which contains dangerous or hazardous materials.

## COMMERCIAL AND PROFESSIONAL GRADE EQUIPMENT

1. AFC is not liable for the repair or replacement of equipment, systems, or appliances that are commercial grade.

## AFC RIGHTS

1. A service technician will not be assigned when the coverage for the given item is limited to $250.00 or less. In these instances, AFC may offer a buyout for the covered amount.
2. AFC reserves the right to obtain a second opinion at its own expense. Members have the right to receive a second opinion at their own expense via a licensed technician of their choosing. If the Member does not agree with the first

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technical assessment, the Member may submit his/her new technician's assessment in writing directly to AFC for review.

3. Manufacturer's Warranty, Recall, or Defects: AFC will not provide service for any unit that is under a manufacturer's warranty, has been recalled, or is known to be defective. The Member is responsible for obtaining service directly from the manufacturer, as the manufacturer warranty ensures the manufacturer's responsibility for repair or replacement. AFC will not be liable for any parts or labor costs related to manufacturer-covered repairs, which must go through the manufacturer's service process. In such cases, the Member must contact the manufacturer for service.
4. AFC will not pay for repairs or replacement of any covered systems or appliances that are inoperable because of known or unknown pre-existing conditions, long-term failures, deficiencies and/or defects.
5. AFC is not liable for negligence or other conduct of the technician, nor is AFC an insurer of technician's performance. By entering an AFC contract, the Member agrees that AFC is not liable for consequential, incidental, indirect, secondary, or punitive damages. The member expressly waives the right to all such damages. The Member's sole remedy under this Agreement is recovery of the cost of the required repair or replacement, whichever is less. The Member further agrees that in no event will AFC's liability exceed $3,000.00 per contract item for access, diagnosis, and repair or replacement, unless otherwise stated by AFC.
6. If AFC approves the Member to obtain their own licensed technician, please be aware:
   - AFC will not reimburse any Member for work done by an unlicensed technician.
   - AFC will not be held responsible for any failure or secondary damage caused by a system or appliance that was repaired or replaced by an unlicensed technician.
   - The Member waives all rights to service on the appliance or system that was repaired or replaced by an unlicensed technician.
7. AFC is not responsible for repairs related to inadequacy, lack of capacity, improper installation, mismatched systems, oversized or undersized equipment, or any modification to the system or appliance.
8. AFC reserves the right to send a technician at any time. Sending a technician in no way constitutes responsibility of service from AFC.
9. Unless otherwise stated, the aggregated total AFC will pay per contract term is $50,000.00.

## ARBITRATION AGREEMENT

By agreeing to the Terms, you and AFC agree that all disputes, claims, or controversies between us, or between you and other users, or in any way arising out of relating to this agreement shall be resolved on an individual basis in binding arbitration, as set forth below. By agreeing to arbitrate, you and AFC are each waiving the right to go to court. By agreeing to arbitrate, you and AFC are also agreeing that arbitration will be conducted only on an individual basis, and you and AFC are each waiving the right to bring, to participate in, or to recover relief through any class, collective, coordinated, consolidated, or representative proceedings or any other kind of group, multi-plaintiff, joint, or mass action.

You expressly waive the ability to request more than the cost of equipment and any recovery shall not exceed the cost of the replacement equipment within your home. You and AFC agree that any dispute, claim or controversy between you and AFC; or (ii) between you and other users ; or (iii) arising out of or relating to this contract in any way; or (iv) involving the existence, formation, breach, termination, enforcement, interpretation, validity, or scope of this agreement to arbitrate, shall be settled by binding arbitration administered by New Era ADR, Inc. (www.neweraadr.com) and not by a court or jury, in accordance with New Era ADR, Inc. applicable arbitration rules and procedures effective at the time a claim is made. These rules and procedures are available at www.neweraadr.com. You further agree that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. You consent to electronic service of process, with service to be made to the email address we have on record for your account.

You and AFC agree that if one party refuses to comply with an arbitrator's award and the other party obtains judicial confirmation or enforcement of the arbitrator's award, then the party that refused to comply shall pay the other party the costs, attorney's fees, court fees, and any other fees incurred in obtaining such confirmation or enforcement. Notwithstanding any choice of law or other provision in this contract you and AFC agree and acknowledge that this arbitration agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. You and AFC agree that the FAA and the arbitration rules of New Era ADR, Inc. shall preempt all state laws to the fullest extent permitted by law.

AFC may request that the arbitrator order cancellation of the customer's contract as a final resolution of the dispute. If the contract is canceled, any pro rated refund due will be calculated and issued by AFC, less any claims previously paid. Any reduction for arbitration fees will apply only if expressly awarded by the arbitrator.

## CLASS ACTION WAIVER

By agreeing to arbitrate, you and AFC are also agreeing that arbitration will be conducted only on an individual basis, and you and AFC are each waiving the right to bring, to participate in, or

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to recover relief through any class, collective, coordinated, consolidated, or representative proceedings or any other kind of group, multi-plaintiff, joint, or mass action.

You acknowledge and agree that you and AFC are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and AFC otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and AFC each retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You agree that any and all communications and evidence related to any dispute ultimately resolved by arbitration or mediation with New Era ADR, Inc. arising out of or relating to this contract agreement shall be held and will remain confidential, and that you will not take any action that will harm the reputation of any of the other parties to the arbitration or mediation or AFC, or which would reasonably be expected to lead to unwanted or unfavorable publicity to and of the parties, AFC or other entities involved in or incidental to the arbitration or mediation. You understand that those parties and entities include but are not limited to the claimant, respondent, witnesses, and AFC.

## GOVERNING LAW

This Agreement shall be Governed by and construed in accordance with the Law of the State of Georgia, without regard to its conflicts of Law Rules.

## BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

(A) AFC will not be held liable for services to meet current requirements of building or zoning codes or to correct code violations, nor will AFC assist with services when permits cannot be obtained. AFC will not pay for the cost to obtain permits.

(B) AFC has a limit set forth of $150.00 as a goodwill to assist with upgrades. This can be used at the members discretion for upgrades.

## MULTIPLE UNITS AND INVESTMENT PROPERTIES

(A) If the contract is for duplex, triplex, or four-plex property, each dwelling within must be covered by an AFC contract for coverage to apply to all units included in the contract, with applicable optional coverage to apply to common systems and appliances. Otherwise, all dwellings within the property will be covered by one AFC contract, and coverage for each individual unit included in the contract will be provided only on the first unit on which AFC offers assistance.

(B) If this contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded.

(C) Except as otherwise provided in this section, common systems and appliances are excluded.

## TRANSFER OF CONTRACT & RENEWAL

(A) If the covered property is sold during the term of this contract, the Member must notify AFC of the change in ownership and submit the name of the new Owner by filling out a transfer request form to transfer coverage to the new Owner. (B) The Member may transfer this contract to a new Owner at any time. There is a $50.00 fee to transfer contract. Once the transfer is confirmed, the new Member will be subject to the most current updated terms, which will be sent to the new Member and will reflect with their contract number. Any monetary amount used of the limits by the prior Owner will apply to the new Owner of the property.

(B) This contract may be renewed at the option of AFC and where permitted by state law. AFC has the sole discretion to decide whether contract will be renewed.

(C) All contract terms are renewed automatically 30 days prior to the contract expiration date unless canceled before that period by AFC or the Member. Payment information provided initially will be used for all renewals unless the Member provides new information prior to payment date. Coverage ends in the event of non-payment. Renewed contracts do not feature a 30-day, 100% money-back-guarantee review period, nor do they feature a waiting period.

(D) If a system or appliance was subject to the Cash Buyout option during the current contract, AFC will not include coverage on the same item upon renewal. If the Member purchased a new item after the Cash Buyout was concluded, AFC will include coverage for the renewal term, i.e. 1-3 years, as long as the receipt has been submitted and confirmed.

## CANCELLATION

THIS IS NOT A contract OF INSURANCE.
This contract shall be non-cancelable by AFC except for:

1) Nonpayment of contract fees; Failure to make payment of initial or monthly payment;
2) If the contract is canceled for non-payment, no refund is due.

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3) Nonpayment of Diagnostic Fee, as stated in Section III; (3) If the Member threatens; threatens to harm; uses threatening language; makes an AFC agent fear for their safety or wellbeing; harms an AFC agent (not limited to salespersons, service representatives, or technicians); or uses discriminatory language based on race, sex, religion, creed, or sexual orientation. The Member will be notified of this termination in writing/email within 7-14 calendar days or the action. Any services paid shall be deducted from any refund due.
4) Fraud or misrepresentation of facts material by the Member to the Issuance of this contract;
5) Mutual agreement of AFC and the Member. New Members may cancel within the first 30 days of the purchase date for a refund of the paid contract. If canceled after 30 days, the Member shall be entitled to a pro rata refund of the paid contract from the date the Cancellation is received in writing, less any service request(s) paid by AFC and time used in the contract.
6) No contract shall be reinstated once a signed cancellation requested is received by AFC. Prorated refunds are assessed by the number of days that have elapsed since the purchase date of the contract. All refunds will be returned to the original payment method used. After the initial 30-day waiting period, a $75.00 Cancellation Fee applies.
7) AFC reserves the right, in its sole discretion, to refund the full contract cost in full, including the fee paid for any purchased optional or enhanced coverages, in full and complete satisfaction of any rights or claims of the Member, which shall operate as a full release of AFC against any and all claims and damages of the Member.
8) Regarding month-to-month contracts, enrollment fees are non-refundable after the 30-day review period. If canceled, no refund is due.
9) If The Member cancels the contract, any open service request(s) will be terminated immediately upon receipt of the Cancellation Letter.

**To cancel your contract, please send a signed letter addressed to:**
AFC Home Club
Cancellation Department
1300 Ridenour BLVD Suite 200, Kennesaw, GA 30152
cancelsupport@afchomeclub.com

## MISCELLANEOUS STATE PROVISIONS

**Alabama Residents**
*Governing Law* - Service contracts purchased in the state of Alabama shall be held in the county in which the contract holder lives and shall be governed by the laws of Alabama.
*Cancellation* - Mutual Cancellation: Mutual Agreement between you and AFC Home Club. New Members may cancel within the first 30 days of the order date for a refund of the paid Contract. If canceled after the 30-day waiting period, the Member shall be entitled to a pro rata refund of the paid Contract from the date the Cancellation is received in writing, less any service request(s) paid by AFC Home Club and time used in the Contract.
No Contract shall be reinstated once a signed cancellation request is received by AFC Home Club. Prorated refunds are assessed by the number of days that have elapsed since the purchase date of the Contract. All refunds will be returned to the original payment method used. After the initial 30-day waiting period, a $25.00 Cancellation Fee applies.

**Arizona Residents**
Under AFC RIGHTS, 6. The following is added:
AFC will not knowingly dispatch or approve an unlicensed technician to perform repairs. If a customer chooses to hire their own technician, AFC requires written approval prior to service and must receive proof that the technician is properly licensed. If valid licensing cannot be provided, AFC may deny reimbursement. This does not apply to technicians dispatched by AFC, who are always properly licensed as required by law.

While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties. You have the right to file a complaint with the AZ Department of Insurance and Financial Institutions by contacting the Department at (602) 364-2499.
If the Contract is cancelled outside the initial 30 day waiting period, a $75.00 cancellation fee or 10% of the purchase price of the service contract whichever is less will be applied to any refund due. The cancellation fee will not exceed the amount of any refund due.
"Regarding month-to-month contracts, enrollments are non-refundable after the 30-day review period. If canceled, no refund is due.", is removed from the contract.

**Georgia Residents**
THIS IS NOT A CONTRACT OF INSURANCE; however, the performance of this Contract is guaranteed by a Surety Bond written by Great American Insurance Company. If sixty (60) days have passed since a Service Request has been filed for which AFC Home Club has not paid or refunded the consideration paid for the Contract, the Contract holder is entitled to make a direct claim against Great American Insurance Company at 301 E 4th Street Cincinnati, OH 45202.

Cancellation: AFC may only cancel this contract for fraud, material misrepresentation, or nonpayment. Noticoe of such cancellation stating the reason for and effective date of cancellation shall be given to You, in writing no less than 30 days before the effective date of such cancellation. If AFC cancels this contract You shall be refunded 100% of the unearned pro rata purchase price, less any claims paid. AFC will charge a cancellation fee of 10% or $75.00 whichever is less.

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Any references to a $75 cancellation fee are amended to be 10% of the unearned pro rata purchase price or $75.00, whichever is less.

For any refund that is not issued or credited within 45 days after the return of the contract a 10% penalty per month will be paid until the refund is paid or credited.

The Arbitration Agreement is removed in its entirety.

Under A. Coverage Overview, paragraph 2. the second to last sentence is changed to read, Known pre-existing conditions are not covered.

**IOWA Residents**

AFC will add a 10% penalty per month to any refund that is not paid within 30 days.
If AFC cancels your contract they will provide written notice of termination at least 15 days before the date of the termination. The Iowa Commissioner of Insurance is Doug Ommen. The Insurance Division address is 1963 Bell Avenue, Suite 100, Des Moines, IA 50315 – 505-654-6600.

**Kentucky Residents**

**THIS IS NOT A CONTRACT OF INSURANCE**; however, the performance of this Contract is guaranteed by a Performance Bond written by Great American Insurance Company. If sixty (60) days have passed since a Service Request has been filed for which AFC Home Club has not paid or refunded the consideration paid for the Contract, the Contract holder is entitled to make a direct claim against Great American Insurance Company at 301 E 4th Street Cincinnati, OH 45202.

**MISSOURI Residents**

If a refund is not paid within 45 days after you return this contract to AFC, AFC will pay a 10% penalty per month until the refund is
Paid.

**NEVADA Residents**

AFC Home Club is the provider of this contract.
Section A. COVERAGE OVERVIEW, subparagraphs 5. and 6. are replaced with the following:
**5. Unless you are a renewing Member, you will have a 30-day review period from the date of purchase. During this time, no service requests can be accepted, nor will any failures that occur during this time or prior to purchase of the Contract be covered. During this time, it is the Member's responsibility to review the Declaration Page and make sure all information is correct. It is the Member's responsibility to inform AFC if documentation is not received within 7-10 business days. AFC will not be held responsible for the Member's failure to notify AFC of unreceived paperwork. If the Member does not notify AFC to resend the Contract packet, all guidelines will be held to the version published online at afchomeclub.com. To make changes to an account, please call 1-866-242-0629.**
*Cancellations* – Are administered in accordance with NAC 690c.120. AFC may not cancel this Service Contract after it has been in effect for seventy (70) days except for any of the following: (a) You fail to pay an amount when due; (b) You have been convicted of a crime which results in an increase in the service required under the Service Contract; (c) There is discovery of fraud or material misrepresentation by You in obtaining the Service Contract, or in presenting a claim for service thereunder; (d) Discovery of an act of omission by You or a violation of any condition of the Service contract by You; (e) There is a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold.
If AFC Home Club cancels this Contract, the cancellation does not become effective until at least fifteen (15) days after the notice of cancellation is mailed to Your last known address. No Cancellation fee will be charged to You if this Contract is canceled by AFC Home Club, and AFC Home Club will refund an amount equal to the unearned pro-rata purchase price paid for this Service Contract. If You have Financed this Service Contract and there is a balance owed the refund sent to your lender will not exceed Your outstanding balance owed.
AFC Home Club will refund the purchase price of the Contract within forty-five (45) days after the contract has been returned to AFC Home Club by You. A ten percent (10%) penalty will be added to Your refund for each thirty (30) day period that the refund remains unpaid. If You have financed this Service Contract and there is a balance owed the refund sent to Your lender will not exceed Your outstanding balance owed.
For mutual Agreement of AFC Home Club and Your cancellation. New Members may cancel within the first 30 days of the order date for a refund of the paid Contract. If canceled after the initial 30-day waiting period, the Member shall be entitled to a pro rata refund of the paid Contract from the date the Cancellation is received in writing, less any service request(s) paid by AFC Home Club and time used in the Contract.
No Contract shall be reinstated once a signed cancellation request is received by AFC Home Club. Prorated refunds are assessed by the number of days that have elapsed since the purchase date of the Contract. All refunds will be returned to the original payment method used. After the initial 30-day waiting period, a $25.00 Cancellation Fee applies.
*Diagnostic Fee* - This coverage includes a Diagnostic Fee, the amount of which is listed on the Declaration Page. This fee is paid by the Member in the event of a service call for a failure reported by the Member. A repair is defined as the necessary work to correct a single covered failure for the equipment and components covered by this Service Contract. A service call includes, without limitation, the action of inspecting, diagnosing,

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and/or performing service for the repair or replacement of a malfunctioning item. For covered items, the Diagnostic Fee is due at the service call.
The Member will be responsible for and shall pay the authorized service professional directly for the service call and for actual work performed and/or items installed, up to the amount of the Diagnostic Fee at the time of the visit(s), in the manner acceptable to the authorized technician. Any amounts due for service performed or parts installed that are not covered under the terms, conditions, and provisions of this Contract are also the Member's responsibility and shall be paid directly to the service professional. If diagnosis indicates that the failure is Not-Covered under the Contract, the Member is responsible for the reimbursement to the service professional for any trip, diagnostic, repair, or replacement charges. This would also include any amount in excess of the Diagnostic Fee.
*Governing Law* - This Agreement shall be Governed by and construed in accordance with the Law of the State of Nevada, without regard to its conflicts of Law Rules.
*Service Requests* - If the contract holder is not satisfied with the manner in which AFC Home Club is handling the claim on the contract, the holder may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234.
**Emergency Service** - If a covered repair involves the loss of heating or cooling, loss of plumbing (optional coverage required) Substantial loss of electrical service or any other condition which renders a dwelling uninhabitable, for which you have coverage, it will be considered a temporary emergency condition. In event of temporary emergency conditions, You should take all reasonable steps, including but not limited to, vacating the premises and contacting the proper authority if necessary and then notify AFC Home Club of such fact through our 24 hour emergency toll free number (855) 613-4555. If the determination has been made by AFC Home Club that the failure is covered, AFC Home Club will give the proper authorization to a bonded, insured and licensed service professional for repair or replacement of covered failures. Emergency service work will begin no later than 24 hours after the report of the covered failure. If the emergency service involving the goods covered in this Contract renders a dwelling unfit for a person to live in because of defects that endanger the health and safety of the occupants, AFC Home Club will provide a status report to the holder no later than three (3) calendar days after the report of the claim, if AFC Home Club cannot complete the repairs within three (3) calendar days.

**OKLAHOMA Residents**
This is not an insurance contract. Coverage afforded under this contract is not guaranteed by Oklahoma Insurance Guaranty Association.
The provider of this contract is AFC Home Club
located at 1300 Ridenour BLVD Suite 200, Kennesaw, GA 30152, Oklahoma license number 513101392.
**CANCELLATION Paragraphs (6) and (7) are replaced with the following:**
If you cancel the contract, you will be entitled to a return of 90% of the unearned Contract fee pro rata less the actual cost of any service provided.
If AFC cancels the contract you will be entitled to a return of 100% of the unearned Contract fee less the actual cost of any service Provided.

**Oregon Residents**
The obligor under this contract is America's First Choice Home Club (AFC)

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 Oregon.

**South Carolina Residents**
*Cancellation* - If AFC Home Club does not provide a refund within 45 days of cancellation, a 10% penalty per month shall be added to the refund.

**Texas Residents**
This contract is issued pursuant to a License granted by the Texas Real Estate Commission, and complaints in connection with this contact may be directed to the Commission at P.O. Box 12188, Austin, Texas 78711, 512-936-3049. The purchase of a Residential Service contract is optional and similar coverage may be purchased through other Residential Service Companies or Insurance Companies authorized to transact business in Texas. No Contract shall be reinstated once a signed cancellation requested is received by AFC. Prorated refunds are assessed by the number of days that have elapsed since the purchase date of the Contract. All refunds will be returned to the original payment method used. After the initial 30-day waiting period, a $25.00 Cancellation Fee applies.
**NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT. FORE MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.**
**NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §539.62(b)**

_____
**Member Signature**

**UTAH Residents**
**The service contract provider is CRAST Inc., dba America's First**

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**Choice Home Club.**

**Claim Service Toll-Free Number – 855-613-4555.**

**CANCELLATION 3. is deleted from the contract.**

**CANCELLATION 4. Is revised to state, In the first 60 days, fraud or misrepresentation of facts material by the Member to the Issuance of this contract;**

**CANCELLATION 7. is deleted from the contract.**

**If we cancel the contract, we will provide written notice of cancellation at least 10 days in advance for cancellation due to non-payment of the contract fee and at least 30 days in advance for all other reasons.**

**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 New Era ADR, Inc., 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 ATTORNEYS FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.**

**GOVERNING LAW is revised to state, This Agreement shall be Governed by and construed in accordance with the Law of the State of Utah, without regard to its conflicts of Law Rules.**

**Contract Price is paid monthly via phone (866)-242-0629, online portal afchomeclub.com or check mailed to 1300 Ridenour Blvd, Suite 200, Kennesaw, GA 30152.**

This contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. Lexington National Insurance Corporation, toll free number is (888) 838-2245.

**WISCONSIN Residents**
**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**
If we do not provide, or reimburse or pay for, a service that is covered under this contract within 61 days after you provide proof of loss, or if we become insolvent or otherwise financially impaired, you may file a claim directly with Lexington National Insurance Corporation for reimbursement, payment or provision of the service. Lexington may be contacted at 11426 York Road, 2nd Floor; Cockeysville, MD 21030

The **ARBITRATION** provision is deleted in its entirety.

The Cancellation provision is replaced by the following:
**CANCELLATION THIS IS NOT A CONTRACT OF INSURANCE.**
This Contract shall be non-cancelable by AFC except for:

(1) Nonpayment of Contract fees; Failure to make payment of initial or monthly payment; if the Contract is cancelled for non-payment of Contract fees the Company will provide a written cancellation notice at least 5 days prior to the effective date of cancellation.

If the Contract is canceled for non-payment, no refund is due.

(2) Fraud or misrepresentation of facts material by the Member to the Issuance of this Contract;

The Member will be notified of this termination in writing/email within 7-14 calendar days or the action. Any services paid shall be deducted from any refund due.

(3) New Members may cancel within the first 30 days of the purchase date for a refund of the paid Contract. If canceled after 30 days, the Member shall be entitled to a pro rata refund of the paid Contract from the date the Cancellation is received in writing, less any service request(s) paid by AFC and time used in the Contract.

No Contract shall be reinstated once a signed cancellation request is received by AFC. Prorated refunds are assessed by the number of days that have elapsed since the purchase date of the Contract. All refunds will be returned to the original payment method used. After the initial 30-day waiting period, 10% of the provider fee, Cancellation Fee applies.

(4) AFC reserves the right, in its sole discretion, to refund the full Contract cost in full, including the fee paid for any purchased optional or enhanced coverages, in full and complete satisfaction of any rights or claims of the Member, which shall operate as a full release of AFC against any and all claims and damages of the Member.

(5) Item 8 in the Cancellation section is deleted.

(6) If The Member cancels the Contract, any open service request(s) will be terminated immediately upon receipt of the Cancellation Letter.

(7) If we do not pay a refund within 45 days after the return of your service contract, we will pay a 10% per month penalty of the refund amount outstanding which we will add to the amount of the refund.

(8) In the event of a total loss of the property, You are entitled to a pro rata refund of any unearned provider fee, less any claims paid. No cancellation fee is applicable in the event of a total loss of the property.

**To cancel your Contract, please send a signed letter addressed to:**
AFC Home Club
Cancellation Department
1300 Ridenour BLVD Suite 200, Kennesaw, GA 30152
cancelsupport@afchomeclub.com

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**WYOMING Residents**

The following is added to the CANCELLATION section: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of this contract to Us.

The ARBITRATION AGREEMENT is replaced with the following: By agreeing to the Terms, you and AFC may voluntarily agree that all disputes, claims, or controversies between us, or between you and other users, or in any way arising out of relating to this agreement may be resolved on an individual basis in binding arbitration, as set forth below. By voluntarily agreeing to arbitrate, you and AFC will each waive the right to go to court. By voluntarily agreeing to arbitrate, you and AFC are also agreeing that arbitration will be conducted only on an individual basis, and you and AFC are each waiving the right to bring, to participate in, or to recover relief through any class, collective, coordinated, consolidated, or representative proceedings or any other kind of group, multi-plaintiff, joint, or mass action.

If you agree to arbitration, You expressly waive the ability to request more than the cost of equipment and any recovery shall not exceed the cost of the replacement equipment within your home. You and AFC agree that any dispute, claim or controversy between you and AFC; or (ii) between you and other users ; or (iii) arising out of or relating to this Contract in any way; or (iv) involving the existence, formation, breach, termination, enforcement, interpretation, validity, or scope of this agreement to arbitrate, shall be settled by binding arbitration administered by New Era ADR, Inc. (www.neweraadr.com) and not by a court or jury, in accordance with New Era ADR, Inc. applicable arbitration rules and procedures effective at the time a claim is made. These rules and procedures are available at www.neweraadr.com. You further agree that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. You consent to electronic service of process, with service to be made to the email address we have on record for your account.

You and AFC agree that if one party refuses to comply with an arbitrator's award and the other party obtains judicial confirmation or enforcement of the arbitrator's award, then the party that refused to comply shall pay the other party the costs, attorney's fees, court fees, and any other fees incurred in obtaining such confirmation or enforcement. Notwithstanding any choice of law or other provision in this Contract you and AFC agree and acknowledge that this arbitration agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. You and AFC agree that the FAA and the arbitration rules of New Era ADR, Inc. shall preempt all state laws to the fullest extent permitted by law.

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## Electronics Coverage

**SERVICE AGREEMENT**

Please read these terms and conditions carefully so that you fully understand your coverage under this Agreement.

Please also review the order summary and/or purchase receipt provided to you at the time you purchased this Service Agreement. The Order Summary defines the Covered Product, Protection Plan Price, Coverage Start Date, and Coverage Term of the Service Agreement.

**DEFINITIONS:**

**"We", "Us" and "Our" shall mean the obligor of this Service Agreement and refers to the party obligated to You under this Agreement. The Obligor of this Agreement is AFC Home Club, Inc. 1300 Ridenour BLVD Suite 200, Kennesaw, GA 30152. 770-973-2400.**

**Administrator** shall mean AFC Home Club located at 1300 Ridenour BLVD Suite 200, Kennesaw, GA 30152, 866-242-0629

**The following terms are used in the Order Summary**

**Protection Plan Price:** The price you paid for this Service Agreement.

**Effective Date:** The date when the Service Agreement was purchased.

**Expiration Date:** The date the Service Agreement coverage ends.

**Coverage Start Date:** This is the date when coverage starts under this Service Agreement. The coverage begins from the Effective Date and the expiration of the

Waiting Period unless otherwise specified on the order summary and/or purchase receipt.

**Waiting Period:** The period time from the Service Agreement Purchase Date through thirty (30) days during which time no Claims are considered for coverage under this member, if any issues occur, they are considered pre-existing conditions and render the item ineligible for coverage under this Service Agreement.

**Coverage Term:** This is the years of coverage, varying from one (1) to three (3) year(s), you receive under this Service Agreement, starting on the Coverage Start Date which begins after any Waiting Period. The Service Agreement is inclusive of any US manufacturer's warranty that may exist during the Coverage Term. It does not replace the manufacturer's warranty but provides certain additional benefits during the term of the manufacturer's warranty. This term of this Agreement is extended for the duration of any time that the item is being repaired under this Service Agreement.

**Coverage Amount:** The maximum coverage amount of this Service Agreement.

**Coverage Limits:** The total amount of Coverage shall not exceed the original price of the covered property or the manufacturer's suggested retail price.

**Deductible:** The applicable deductible and/or service fees, see the Declaration page.

**Market Value:** The current device market selling price of the device model or in the event no market price is available, the device value will be based upon devices with similar features and functionality irrespective of brand or the value of their device per a product depreciation schedule. Market Value applies to the device only and excludes taxes or shipping.

**Replacement Device:** A device that is of equal or similar features and functionality that performs to the factory specification of the original Covered Product. The product may be a new, refurbished, or remanufactured product and may be a different brand, model, or color from the original Covered Product.

**Computer System:** Any computer, hardware, software, communication system, or electronic device (including but not limited to smartphone, laptop, tablet, or wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.

**Cyber risk:** Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any of the following: any unauthorized, malicious, or criminal act, or the threat of such act(s), involving access to, or the processing, use or operation of, any computer system; any error or omission involving access to, or the processing, use, or operation of, any computer system; any partial or total unavailability or failure to access, process, use, or operate any computer system; or any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount pertaining to the value of such data.

**PRODUCT ELIGIBILITY:** This Service Agreement covers devices of any size and any brand sold in the United States under the following conditions.

The product release date was within the last 6 years and/or purchased new or factory refurbished within the last 6 years with a valid Proof of Purchase receipt.

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a. Smart Phones: The device model must have been released or purchased within the last 6 years
b. Home Office: The device model must have been released or purchased within the last 6 years
c. Home Entertainment: The device model must have been released or purchased within the last 6 years
d. Gaming Entertainment: The device model must have been released or purchased within the last 6 years
e. Smart Home Products: The device model must have been released or purchased within the last 4 years
f. Personable Wearables: The device model must have been released or purchased within the last 4 years
g. PCs equipped with a Windows Operating System version Windows 7 or newer or Android version 1.6 or newer and Apple computers which are equipped with an Apple operating system version OS X (10) or newer or Chrome OS.
h. Smart Home products must utilize one of the following home networking solutions to be eligible for this Plan: enabled Wi-Fi, ZigBee, Z-Wave, Insteon, or Thread Group.
i. Products used for Personal and/or Home Office use only. No commercial or educational use.

**COVERAGES AND TERMS:** This Service Agreement only provides benefits to the Member and only as expressly stated herein.

A. The damage must not be covered under any insurance, warranty, guarantee and/or other service agreement providing the same benefits as outlined herein;
B. This Service Agreement will cover a mechanical or electrical failure of the following eligible product(s) ("Product") during normal usage for the Term of this Service Agreement if the Product is not covered under any other warranty, insurance policy, or service contract.
C. This Service Agreement does not cover repair or replacement of the Product for any of the causes or provide coverage for any losses outlined in the section entitled WHAT IS NOT COVERED below.
D. **WHAT IS COVERED:** This Plan provides coverage for parts and labor costs to repair or replace your Product where the problem is the result of a failure caused by:
E. Normal wear and tear;
F. **Accidental Damage from Handling (ADH):** ADH coverage applies **only to portable, handheld devices** and covers damage resulting from drops, spills, or liquid exposure that occurs during normal handling and use. **This coverage does not apply to non-portable items such as televisions, large appliances, or mounted electronics.** ADH coverage must have been offered and purchased at the time of sale as part of your Service Agreement.
G. Products eligible for ADH coverage are smartphones laptops, Desktop "All-In-One Computers", tablets, portable DVD/Blu-ray players, portable handheld gaming devices, wearables, audio headsets, virtual reality headsets, and printer display screens only;
H. Smart Phone coverage includes two (2) claims allowed in twelve (12) months of the Service Agreement.
I. Battery Coverage includes one (1) battery repair or replacement when the original rechargeable battery is (i) not consumer replaceable and (ii) defective as determined by Us at Our sole discretion. We may require You to return Your original defective battery to Us to receive a replacement battery.
J. Non-Replaceable Battery Coverage
    1. This warranty does not cover the replacement of batteries for smart devices that are manufactured with non-replaceable or non-serviceable batteries. Specifically, the warranty excludes.
    2. Smart devices are designed with integrated or sealed batteries that cannot be removed or replaced by the user or a third-party service provider without damaging the device or compromising its functionality.
    3. Devices where the manufacturer requires a full unit replacement instead of a battery replacement as part of their design or repair policy.

**Defective Pixel Coverage**

1. Manufacturer's Policy: This plan will match the defective pixel coverage provided by the manufacturer's warranty for the duration of your Protection Plan.
2. Televisions & Monitors: If the manufacturer does not have a dead pixel policy, coverage will be provided as follows:
    a. Displays up to 17 inches: Coverage applies if there are six (6) or more defective pixels.
    b. Displays larger than 17 inches: Coverage applies if there are eight (8) or more defective pixels.
3. All Other Electronic Devices: If the manufacturer does not have a dead pixel policy, coverage applies when three (3) or more defective pixels are present within a one-square-inch area of the display.

**COVERED PRODUCTS:** Defines the products covered under this Service Agreement

A. Smart Phones:

SAMPLE

1. Coverage is limited to a maximum of four (4) claims within any rolling twelve (12) month period under this Service Agreement. To qualify for coverage, proof of an active cellular service plan must be provided.

B. Home Office:
   1. Desktops, Desktop "All-In-One" Computers, laptops and tablets (collectively referred to as "COMPUTERS")
   2. Each COMPUTER can include one (1) of each of the following accessories: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), modem, and external desktop speaker set (wired).
   3. External Monitors
   4. Home routers (wired or wireless)
   5. External hard drives.
   6. Printers and multifunction printers.

C. Home Entertainment:
   1. OLED, QLED, UHD, LED, LCD televisions (collectively referred to as "television"). Televisions include coverage for the original remote control.
   2. DVD players, Blu-Ray players, and portable DVD players (collectively referred to as "DVD players").
   3. Home theater that includes any of the following if purchased as a set: a receiver, sound bar, speakers, Blu-Ray player, amplifier, subwoofer, and tuner (collectively referred to as "home theater system in a box" or "home theater systems in a box").
   4. Bluetooth and Wi-Fi enabled speakers.
   5. Audio/video streaming devices
   6. Audio headsets

D. Gaming Entertainment:
   1. Gaming systems. Gaming systems include the original remote controls.
   2. Handheld Gaming
   3. Virtual Reality Headsets

E. PC Gaming:
   Only devices that have not been modified or upgraded with aftermarket parts or components are eligible for coverage under this plan.

   **Non- Covered Devices:**
   1. Any device that has been modified, upgraded, or altered with parts or components not originally installed or authorized by the manufacturer is excluded from coverage.
   2. This includes but is not limited to hardware upgrades, third-party components, and any modifications that deviate from the manufacturer's standard configuration.
   3. Retro Gaming and Arcade
   4. Gaming Monitors
   5. Gaming Keyboards, Handsets, Mice

F. Smart Home Products:
   1. Smart device hubs
   2. Smart light dimmers
   3. Smart thermostats,
   4. Smart smoke detectors
   5. Smart door locks
   6. Smart home security cameras
   7. Smart video doorbells
   8. Smart carbon monoxide detectors

G. Personal Wearables:
   1. Health and fitness bands
   2. Smartwatches
   3. Smart Glasses

**WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE:**

If your covered product experiences a breakdown you can go online at https://www.afchomeclub.com and file a claim and explain Your problem. All claims must be authorized in advance. Unauthorized repairs or replacements may not be covered. We may require you to fill out a claim facilitation form before receiving service or a replacement or reimbursement under this Plan. You may also be required to produce a State or Federal photo I.D., other than a student or professional license or I.D., as a condition to receiving service or replacement or reimbursement under this Plan. We will attempt to troubleshoot the problem you are experiencing or in some cases require you to work directly with the OEM manufacturer to identify the issue. If we cannot resolve the problem, you will be directed on how We will service your product.

**HOW WE WILL SERVICE YOUR ITEM:**

Depending on the item and failure circumstances, We will either:
   A. Repair your Product, or
   B. Provide a cash refund for the current Market Value of the device not to exceed the amount You paid for the Product, or
   C. Provide a Replacement Device new or refurbished product of equal features and functionality

**PLACE OF SERVICE:**

SAMPLE

**Place of Service:** At our sole discretion, we will determine the service location and select the appropriate service options based on the covered product, consumer location, and the device issues provided. All applicable deductibles and service fees must be collected prior to the commencement of service.

For Carry-In Service, You must take Your Device to, and collect it from, Our authorized service center.

Repair Depot Service, We will provide a free prepaid shipping label to our authorized service facility for repair, replacement, or settlement. For fragile items like laptops, we may also provide you with a free prepaid Shipping Box to send your item to Us. You will be responsible for safe packaging and shipment. If the authorized service facility determines the item is in working condition or is not covered by Your Service Agreement, We will return the item to you or dispose of it at your request.
Self-Service: If we offer self-service repair for your Covered Device, We will provide an authorized repair reimbursement amount for you to obtain repair services. You will be required to submit the repair receipt and We will reimburse you for the lesser of the actual repair cost or the authorized reimbursement amount less any required program deductibles and/or service fees. We will not reimburse you for any repair costs higher than the authorized reimbursement. In the event the repair quote is higher than the authorized reimbursement amount, you will get additional approval from Us PRIOR TO DEVICE REPAIR.

Replacement Products & Reimbursements: If we opt to provide you with a replacement product, we reserve the right to take ownership of the original covered product. We may require that you return or send pictures of the original covered product to us for inspection as a condition of receiving a replacement product or reimbursement.

We will pay shipping and handling costs associated with the return of the original covered product.

**DETERMINATION OF DEVICE VALUE**

Devices lose value as they age, and the cost of repair may exceed the value of the device or system. In these cases, the following guidelines will be implemented to provide a replacement allowance:

We reserve the right to offer a cash buyout in lieu of repair or replacement in the amount of the actual cost (which at times may be less than retail) to repair or replace any covered device or system based upon the Market Value.

**Market Selling Pricing Valuation**

1. The value of the product covered under this Service Agreement will be determined based on the current selling price of an identical or comparable item as listed on reputable retail marketplaces. These marketplaces may include but are not limited to, eBay, Walmart, Amazon, Backmarket, and other recognized online or physical retail platforms.
2. The product value will be assessed by reviewing the selling price of the item across these platforms at the time of the claim. This assessment will take into consideration the condition of the item (new, used, refurbished) as listed on these marketplaces.

**No Selling Pricing Valuation**

In the event, no market selling price is available the following will be applied to determine the device's market value.

**Depreciation Schedule**

The Market Value for the following devices and/or categories will be determined using a product depreciation schedule. For reference, visit Claims Pages Depreciation Tool:

a. Home Security Systems
b. Home Theater Systems
c. Audio/video streaming (AVR) devices
d. Gaming Monitors
e. Personable Wearables

**Similar Technology Valuation**

The value of devices in the following categories will be assessed based on comparable devices with similar features and functionality, regardless of brand.

a. Smart Phones
b. Home Office
c. Home Entertainment
   Note: This excludes Audio/Video streaming (AVR) devices
d. Gaming Entertainment
   Note: This excludes Gaming Monitors
e. Smart Home Products
   Note: This excludes Home Security and Home Theater Systems

**LIMIT OF LIABILITY**

The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Service Agreement. shall not exceed the original price of the Product. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to the Coverage Amount, or provide a cash settlement reflecting the Market Value of the device as determined by US, We will have no further obligations under this Service Agreement.

A. PER CLAIM LIMIT: The maximum amount payable for any single claim on a covered product will not exceed $2,500, or the original purchase price of the product, or

SAMPLE

the manufacturer's suggested retail price (MSRP); our liability in the event of any single claim is the least of the cost of: (i) authorized repairs; (ii) replacement with a replacement product; (iii) reimbursement for authorized repairs or replacement; or (iv) the replacement value of the covered product, as determined by us, up to the per claim limit of this Plan.

B. AGGREGATE CLAIM LIMIT: The maximum amount we will pay for all claims made in any twelve (12) month rolling period is $5,000.00. The twelve (12) month rolling period begins on the date of your first claim.

C. IF YOU MEET OR EXCEED THE AGGREGATE LIMIT: In the event you reach the aggregate claim limit and the product requires additional repairs, we may be able to provide you with information on how to get the product repaired, however, we will not be responsible for any costs related to these repairs. In such an event, your enrollment in this Plan will terminate and no future monthly charges will be due. A covered claim will apply to your aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off your.

D. This Service Agreement does not provide any benefit or payment of any kind not expressly stated herein; for any implied warranty (including for merchantability, fitness for a particular purpose, or fitness for use); for any fines, penalties, attorneys' fees, or indirect, consequential, or punitive damages or losses of any kind; for any bodily injury or property damage resulting from a defective product (including strict liability); or where it would be a violation of applicable law or regulation to provide such benefit or payment.

E. WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

## YOUR RESPONSIBILITIES:

**To receive service or support under this Service Agreement, you must comply with the following requirements:**

**Proof of Purchase & Eligibility Documentation**

1. You must provide a complete, legible copy of the proof of purchase and/or a wireless monthly bill for the covered device.
2. The documentation must include the device's make, model, serial number, and purchase date.
3. Failure to provide valid proof of purchase may result in service denial.

**Photographic & Inspection Requirements**

1. You must submit clear photographic images of:
    a. The damaged device.
    b. The device label displaying the model, serial number, and manufacturer information.
2. Additional images or documentation may be required to verify eligibility before service approval.

**Identification Requirement**

1. You may be required to present a valid government-issued photo ID (State or Federal) to receive service, a replacement, or reimbursement.
2. Student IDs and professional licenses are not accepted as valid forms of identification.

**Payment of Deductibles & Fees**

1. Any applicable service agreement deductibles must be paid in full before service is rendered.
2. The deductible amount is specified on your declaration page and must be paid prior to repair, replacement, or reimbursement.
3. If payment is not received, service will be delayed until the outstanding amount is paid.

**On-Site Service Accessibility Requirements**

1. If on-site service is required, you must ensure the covered device is accessible before the technician's arrival.
2. If the device is installed in custom-built cabinetry or mounted higher than six (6) feet from the floor, you must have it uninstalled and ready for service.
3. Service may be denied or rescheduled if the technician cannot safely access the device.

**Proper Maintenance, Storage, and Use**

1. The covered product must be maintained, stored, and used in accordance with the manufacturer's instructions.
2. Failure to follow manufacturer guidelines, improper use, or neglect may result in claim denial.

**Compliance with Additional Requests**

1. Additional documentation, verification, or troubleshooting steps may be required before a claim is approved or service is provided.
2. Failure to comply with reasonable requests for information or diagnostics may result in service delays or denial.

SAMPLE

**Exclusions: What is Not Covered**

This Service Agreement does not cover the following:

1. **Intentional or Negligent Damage:** Any accidental damage resulting from deliberate acts or negligence.
2. **Fraud or Misrepresentation:** Any product that has been fraudulently described or misrepresented by you.
3. **Pre-Existing Conditions:** Any issues with the covered product that were caused by or known to you prior to purchasing this Service Agreement.
4. **Non-Owned, Leased, or Rented Products:** Coverage applies only to products owned by you. Products that are leased, rented, or not customarily located at your specified residence are excluded.
5. **Products with Altered or Missing Serial Numbers:** Coverage is void if the product:
    a. Has a removed, altered, or defaced serial number.
    b. Is not properly connected to a **UL-approved** surge protector.
    c. Is improperly installed or connected to an inadequate power source.
    d. Has not been installed, maintained, or used according to the **manufacturer's specifications, warranties, applicable codes, laws, regulations, or ordinances**.
    e. Was purchased or, at the time of a service request, is located **outside the contiguous United States**.
6. **Consumable or Replaceable Parts:** This includes items intended for periodic replacement during the product's lifespan, such as fuses, batteries, or connectors.
7. **Manufacturer-Covered Defects or Failures:** Any defect, malfunction, or failure covered under a manufacturer's warranty, recall, or factory service bulletin.
8. **Damage Due to External Factors:** Maintenance, repair, or replacement necessitated by damage from causes other than normal usage, including but not limited to:
    a. Exposure to extreme weather conditions.
    b. Failure to properly clean, maintain, or lubricate the product.
    c. Operator negligence, misuse, or abuse.
    d. Improper electrical or power supply.
    e. Unauthorized modifications, attachments, or installations.
    f. Vandalism, animal or insect infestation.
    g. Battery leakage.
    h. Natural disasters or external perils.
9. **Issues Unrelated to Product Failure:** Claims related to:
    a. Transportation-related damage.
    b. Customer education, cleaning, or preventive maintenance.
    c. "No Problem Found" diagnostics.
    d. Non-intermittent issues that are not classified as product failures.
10. **Software and Data Loss:** Coverage does not include damage to hardware, software, or data caused by:
    a. Viruses, malware, spyware, adware, worms, Trojan programs, firmware, or any software-related issues.
    b. Errors in software installation, reinstallation, configuration, or updates.
11. **Cosmetic and Non-Functional Damage:** Any damage that does not affect the product's operation, including but not limited to:
    a. Scratches, abrasions, or discoloration.
    b. Cosmetic defects in the case, cabinetry, or non-operational components.
    c. Burned-in images and pixel failure that fall within manufacturer specifications and do not materially impact functionality.
12. **Non-Standard Accessories and Upgrades:** Attachments, accessories, peripheral devices, or any non-original upgrades are excluded from coverage.
13. **Installation and Removal Costs:**
    a. We do not cover the cost of installation, uninstallation, or removal of **TVs, home theater systems, projectors, security systems (cameras, sensors, or components), or any other covered products**.
    b. We do not cover the cost of **onsite technician services** for diagnosing root cause issues in the following:
        i. Custom home entertainment rack systems (e.g., "Custom Home Entertainment Rack System" or "Custom AV Rack Solution").
        ii. Home security systems.

**POWER SURGE PROTECTION**

This Service Agreement provides coverage for operational failure caused by a **power surge**, provided that the covered product was **properly connected** to an Underwriter Laboratories (**UL-approved**) surge protector at the time of the incident.

**FREE SHIPPING**

This Service Agreement covers all shipping charges to repair or service facilities during the term of coverage, including shipping to the manufacturer if the manufacturer does not cover shipping charges to their facilities.

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**ENTIRE MEMBER:** Unless amended by the State Specific Provisions, this Service Agreement sets forth the entire member between the parties, and no representation, promise, or condition not contained herein shall modify these terms.

**SPECIAL STATE DISCLOSURES**

Regulation of service plans may vary widely from state to state. Any provision within this service agreement plan ("Service Agreement") that conflicts with the laws of the state where you live 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.

SAMPLE

## Exterior Sewer & Water Lines

**WATER LINE AND SEWER LINE PROTECTION PROGRAM TERMS AND CONDITIONS**

**1. What Is This Agreement?**
This is an Agreement ("Agreement") between Oncourse Home Solutions, LLC ("Company"), located at 1415 W Diehl Rd, Suite 270, Naperville, IL 60563, and the person named in the declaration page ("Declaration Page") that came with this Agreement ("You" or "Your") You purchased from CRAST Inc ("Seller", "America's 1st Choice Home Club" or "AFC"). It requires Company to pay for certain repairs to the property named in the Declaration Page ("Your Home"). If Your Home is located in Florida any reference to Company refers to Oncourse Home Solutions of Florida, LLC. This Agreement is administered by American Water Resources, LLC, ("the Administrator") located at 1415 W Diehl Rd, Suite 270, Naperville, IL 60563 and who can be reached at 1-855-705-8434. The Administrator will act on behalf of Company and is responsible for managing this Agreement, including processing claims and handling customer inquiries. It is not an insurance contract. Please read it and keep it. Company's obligations under this Agreement are backed by the full faith and credit of Company.

**Certain repairs and events are not covered by this Agreement. Please refer to the exclusions listed in Section 7 of this Agreement.**

**SECTION 27 OF THIS AGREEMENT REQUIRES THAT DISPUTES BE RESOLVED INDIVIDUALLY IN ARBITRATION OR SMALL CLAIMS COURT. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.**

**2. When Does Your Protection Start?**
Company will pay for covered repairs in accordance with this Agreement commencing after the date that is thirty (30) days after the Purchase Date set forth on the Declaration Page (the "Effective Date"). If You do not cancel this Agreement before the Effective Date, You will have accepted its terms and conditions.

**3. When Does Your Protection Stop?**
The initial term of the Agreement is one year (365 days) from the Purchase Date indicated on Your Declaration Page **This Agreement will CONTINUE TO automatically renew each year, at awr's discretion, for an additional one year term unless You or Company have cancelled this Agreement or You have cancelled Your Membership with AFC.**

**4. What Homes Are Protected?**
Company will only pay for repairs under this Agreement if:

**A. You own Your Home; and**

**B. Your Home is occupied; and**

**C. Your Home is used for residential purposes only; and**

**D. You are responsible for maintaining Your Home's Water Line and Sewer Line; and**

**E. You remain in good standing with Your AFC Membership; and**

**F. You are not 30 days or more past due on any amount owed to Company, Seller or any independent contractor who provided You service.**

If at any time You are not eligible for protection, Company will not pay for any repairs under this Agreement. If You have another service or insurance contract that gives You the same benefits as this Agreement, You may cancel this Agreement.

**5. What Lines or Systems Are Protected?**
**A. Your "Water Line".** Your Water Line is the water service line from the point where it connects to Your water utility's system to the water meter or main shut-off valve inside Your Home, whichever is closer to the foundation wall. It does not include Your water main tap, water meter, water meter pit or water meter vault.

**B. Your "Sewer Line".** Your Sewer Line is Your lateral sewer service line from the exterior wall of Your Home to the connection with Your sewer utility's main or Your septic tank. It does not include Your sewer main tap/saddle or Your septic tank or its components or attachments.

**6. What Repairs Are Covered?**
Subject to the terms and conditions of this Agreement, Company will pay to repair a leaks or breaks to Your Water Line and clogs or blockages to Your Sewer line if they (1) occurred on or after the Effective Date; and (2) resulted from normal wear and usage.

**7. What Repairs Are <u>Not</u> Covered?**
(a) Company will **<u>not</u>** pay for any of the following:

**A. Either Your Water Line or Sewer Line**

- **Repairing anything caused by You or any third parties.**

SAMPLE

**• Repairing anything in any home that is unoccupied due to renovation, remediation or construction.**

**• Repairing anything caused by natural acts or disasters, such as earthquakes, floods, landslides, or sinkholes.**

**• Repairing anything caused by defective materials, such as material that has been the subject of a recall or class action litigation (e.g. polybutylene or Kitec plumbing).**

**• Repairing anything caused by improper design or installation of Your Water Line or Sewer Line (e.g. bellied lines, back-pitched lines).**

**• Repairing any trunk lines that are connected to Your Water Line or Your Sewer Line.**

**• Repairing anything required by any local, state or federal agency inspection, unless otherwise covered by this Agreement.**

**• Restoring any buildings, garages, sheds, porches or other structures.**

**• Restoring any gardens, shrubs, trees or structures.**

**• Restoring any sidewalks, driveways, roads or other paved surfaces that are not required by permit to be repaired.**

**• Restoring any sprinkler or irrigation systems, ponds, streams, fountains, waterfalls or other water structures.**

**• Repairing any openings made in walls, ceilings or surfaces inside Your Home for Company's independent contractor to access Your Water Line or Sewer Line.**

**• Repairing any third party's water line that is attached to Your Water Line or any third party's sewer line that is attached to Your Sewer Line.**

**• Costs associated with opening and closing any portion of Your Home's foundation or slab to access Your Water Line or Sewer Line.**

**• Moving any water meter or sewer meter at the time of repair, unless required by code.**

**• Moving any section of Your Water Line or Sewer Line unless necessary to complete a covered repair.**

**• Updating any non-leaking portion of Your Water Line or any free-flowing section of Your Sewer Line to meet code, law or ordinance requirements.**

**• Removing any items necessary to access Your Water Line or Sewer Line, such as debris, trash, rocks, cars, trees or structures.**

**• Remediating or cleaning any hazardous substance or pollutant, such as mold or asbestos.**

**• Thawing any frozen section of Your Water Line or Sewer Line.**

**• Costs associated with traffic control (e.g. flag men, police).**

**• Repairing, replacing or cleaning any portion of Your Home or its contents that are damaged by leaks or breaks to Your Water Line or clogs or blockages to Your Sewer Line.**

**• Paying any costs caused by a leak or break in Your Water Line or by a clog or blockage to Your Sewer Line, such as lost water costs, relocation costs, storage costs or temporary housing costs.**

**• Paying any damages caused by a leak or break in Your Water Line or a clog or blockage to Your Sewer Line, such as lost time, lost use of Your Home or its contents or any damages due to any special circumstances or conditions.**

**B Your Water Line**

**• Repairing any clog or blockage of Your Water Line.**

**• Repairing any main shut-off valves that are not leaking.**

**• Repairing any Water Line not connected to a public or municipal water system.**

**• Repairing any interior pipes beyond the main shut-off valve inside Your Home.**

**• Repairing any connections and/or extensions to the Water Line, such as water lines to sprinklers, irrigation systems, pressure-reducing valves or backflow preventers.**

**C. Your Sewer Line**

**• Repairing any leak or break of Your Sewer Line if there is no clog or blockage.**

**• Repairing any section of Your Sewer Line located inside Your Home.**

**• Repairing any non-conforming drain line, such as a basement or storm drain system, connected to Your Sewer Line.**

SAMPLE

**• Repairing any septic tank or its components or attachments, such as a pump or grinder.**

**• Repairing or installing any devices connected to Your Sewer Line, such as backflow preventers, clean outs, lift stations or pumps.**

**8. What Is Your Protection Limit?**

**A. Your Water Line Protection Limit.** Company will pay up to $7,500per occurrence to repair Your Water Line and refill, rake and reseed any areas outside Your Home that Company's independent contractor excavated in order to access Your Water Line. If Your Water Line extends to the point of connection with Your water utility's exterior main line and a necessary permit requires a public sidewalk or public road to be cut, excavated and repaired in order to access your Water Line, Company will pay up to $7,500 per occurrence to cut, excavate and repair the same section of public sidewalk or public road. The protection limits for Water Line repairs and road repairs are separate and distinct.

**B. Your Sewer Line Protection Limit.** Company will pay up to $7,500 per occurrence to repair Your Sewer Line and refill, rake and reseed any areas outside Your Home that Company's independent contractor excavated in order to access Your Sewer Line. If a necessary permit requires a public sidewalk or public road to be cut, excavated and repaired in order to access your Sewer Line, Company will pay up to $7,500 per occurrence to cut, excavate and repair the same section of public sidewalk or public road. The protection limits for Sewer Line repairs and road repairs are separate and distinct.

**9. Can You Exceed Your Protection Limit?**

If repair costs will exceed the applicable protection limit, You will be notified before the work is performed. You will be responsible for any costs in excess of your protection limit.

**10. How Can You Get Service?**

**A. Your Water Line.** If there is a leak or break to Your Water Line, You must contact Your water utility first. If Your Water Utility determines that the leak or break is Your responsibility, You may contact Company toll-free at 1-800-985-8129. If You do, Company will dispatch an approved independent contractor to Your Home for repairs covered under this Agreement.

**B. Your Sewer Line.** If there is a clog or blockage of Your Sewer Line, You may contact Company toll-free at 1-800-985-8129. If You do, Company will dispatch an approved independent contractor to Your Home for repairs covered under this Agreement. Company's independent contractor will first attempt to clear the clog or blockage. If it is cleared, no other repairs will be made.

Company's independent contractor will obtain any necessary permits before work begins. If Company's independent contractor must excavate any areas outside Your Home in order to access Your Water Line or Sewer Line, they will refill, rake and reseed the area once per occurrence. No other site restoration will be performed.

**11. Can Company Get A Second Opinion?**

Company may get a second opinion from an independent contractor of its choosing. If it does, it will apply the cost of obtaining the second opinion toward Your protection limit.

**12. Can You Hire Your Own Contractor?**

Company will not pay any costs incurred, or fix any repairs made, by You or any contractor You hire without Company's prior authorization.

**13. Must You Cooperate With Company?**

You must cooperate with Company and its independent contractors, for example by: (a) providing additional information or documentation that Company may need; (b) obtaining permission for Company's independent contractor to access property You do not own; (c) providing Company's independent contractor reasonable and safe access to, and safe working conditions at and around Your Home; and (d) disconnecting any cold-water electrical grounds before repairs are made to Your Water Line.

**14. Is There A Service Fee or Deductible?**

**A. Your Water Line.** There is no service fee or deductible applicable for repairs to Your Water Line.

**B. Your Sewer Line.** You must pay Company a $50 per occurrence service fee or deductible if Company dispatches an independent contractor to Your Home to investigate or repair Your Sewer Line.

**15. Is There An Annual Fee?**

You must pay Seller an annual purchase price ("Purchase Price") for each term of this Agreement on a recurring monthly or annual basis. The Purchase Price is stated on Your Declaration Page. The Seller may change the Purchase Price as set forth below. Seller is the billing administrator for Company.

SAMPLE

**16. How Are Your Payments Made?**

Seller will collect Your Purchase Price in the manner You chose when You enrolled.

**17. When Will Taxes Be Collected?**

You must pay all applicable state and local taxes when You pay Your Purchase Price.

**18. When Will You Get A Refund?**

You will receive a full refund of any Purchase Price paid by You if You cancel this Agreement within 30 days of the Effective Date and never receive protection. If You cancel within 30 days of the Effective Date and receive protection, or after 30 days, AFC will provide the following: You will receive a pro rata refund of the Purchase Price paid in advance by You for the remainder of the annual Term less the cost for any services provided to You.

**Please see Section 33 for additional information applicable to Your State.**

**19. Is This The Whole Agreement?**

This Agreement and Your Declaration Page are the entire agreement between You and Company. They supersede and replace any prior agreements and understandings between You and Company concerning their subject matter.

**20. Are These Headings Part Of This Agreement?**

The headings are not a part of this Agreement. They are for convenience only.

**21. Can This Agreement Be Severed?**

Except as provided in Section 27(G), a court, agency or arbitrator of competent jurisdiction may sever any provision of this Agreement if it is necessary to preserve the remainder of this Agreement.

**22. Can This Agreement Be Changed?**

You may not change the terms and conditions of this Agreement. Company may change or make additions to the terms and conditions of this Agreement. Company will give You written notice of changes in a manner consistent with applicable law, including on Your bill, with Your bill, by mail or by email. If You do not like the changes, You may cancel this Agreement. If you do not cancel this Agreement, the change will become effective 30 days after Company sends You notice.

**23. Can This Agreement Be Cancelled?**

You may cancel this Agreement at any time by calling AFC toll-free at 1-844-601-9251 or by mailing notice to AFC at Cancellation Department 1343 Canton Road, Suite A Marietta, GA 30066. Your cancellation will be effective on the last day of Your then current monthly period. Company may cancel this Agreement: (1) upon 60 days' written notice to You for any reason; or (2) without notice to You if You are ineligible for protection, are 30 days or more past due on any amount owed to Company, the Seller or any of their independent contractors, or misrepresented any material facts when You entered into or requested service under this Agreement. Company's notice of cancellation is effective when sent. Please see Section 33 for additional information applicable to Your state.

If You cancel either this Agreement or Your AFC Membership, both contracts shall be cancelled, effective at the same time.

**24. Can This Agreement Be Transferred?**

You may transfer this Agreement in accordance with the transfer terms of Your AFC Membership. Company may assign this Agreement to a third party.

**25. What Warranties Does Company Make?**

Company warrants that covered repairs made by its independent contractors will comply with applicable plumbing codes and manufacturer's specifications and be free from defects in material and workmanship for one year from the date of the repair; provided, however, that this warranty does not apply to sewer line clearings (e.g. snaking or jetting a sewer line). The exclusive remedy for this warranty is that Company's independent contractors will, at Company's option, fix or replace the repair or material. Company makes no other express warranties in this Agreement. Company disclaims any implied or statutory warranties other than the implied warranty of good faith and fair dealing. The duration of any implied or statutory warranty is limited to the duration of this express warranty.

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These limitations and disclaimers shall survive the cancellation of this Agreement. This limited warranty gives you specific legal rights. You may have other rights that vary from state to state.

**26. When Must Legal Actions Be Commenced?**

**A.** Any legal action (whether in arbitration, small claims court, or otherwise) that arises from a Dispute (as defined in Section 27) must be commenced within one (1) year of the first event that gave rise to the Dispute. Failure to do so waives the right to pursue that claim.

**B**. Before commencing a legal action, however, You and Company must first try in good faith for at least sixty (60) days to resolve the Dispute through negotiation. To allow time for negotiation, the one-year deadline for commencing a legal action will be tolled for as long as negotiations are ongoing, and in no event less than sixty (60) days following the provision of a valid Notice of Dispute. If the Dispute is not resolved within sixty (60) days of provision of a valid Notice of Dispute, You and Company may commence a legal action concerning that Dispute.

**C.** To be valid, a Notice of Dispute must include: the name, address, email address, and signature of the party providing notice; the facts giving rise to the Dispute; the damages claimed; and the relief requested. If You are the party providing notice and You have retained an attorney, Your notice must also include a signed statement authorizing Company to disclose Your confidential information to Your attorney in connection with trying to resolve the Dispute.

**D.** To be valid, a notice to Company must be sent to Company at P.O. Box 4950 Naperville, IL 60567- 4950, ATTN: NOTICE OF DISPUTE. A notice to You must be sent to the email address and billing address associated with Your account.

**27. How Must Legal Actions Be Resolved?**

**A. Definitions.** This Section 27 (the "Arbitration Provision") shall be interpreted broadly. As used in this Arbitration Provision and in Section 26, above, these terms are defined as follows:

i. "Dispute" means any claim or controversy arising from or relating to Your relationship with Company, for example any: (a) theories of liability, whether based in contract, tort, statute, or otherwise; (b) claims that arose before this Agreement; (c) claims that arise after the cancelation or expiration of this Agreement; and (d) claims that are the subject of purported class action litigation. "Dispute" does not, however, include any issues relating to the existence, scope, validity, or enforceability of this Arbitration Provision.

ii. "You" means You and any intended or unintended beneficiaries of Your coverage under this Agreement, including any minors for whom you are a parent or guardian.

iii. "Company" means Oncourse Home Solutions, LLC, and any of its predecessors, successors, assigns, parents, subsidiaries, affiliates (including, Administrator), service providers, independent contractors, and third-party beneficiaries of Company's rights under this Agreement, and each of their officers, directors, employees, and agents

**B. Arbitration or Small Claims Court.** All Disputes shall be resolved individually in either (a) binding arbitration or (b) small claims court if the claim is for money damages and the amount claimed is within the jurisdiction of that court. In arbitration, there is a neutral arbitrator rather than a judge. In arbitration and small claims court, there is no jury and there is less discovery and less appellate review than in court.

**C. Procedures for Arbitration**

i. This Arbitration Provision is governed by the Federal Arbitration Act. Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules (the "AAA Rules") as modified by the version of this Arbitration Provision that is in effect when Notice of a Dispute is given. The AAA Rules can be obtained from the AAA by visiting its website (www.adr.org) or calling its toll-free number (1-800-778-7879). If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision will govern. If there is a conflict between this Arbitration Provision and the AAA Rules, this Arbitration Provision will govern. If the AAA will not administer an arbitration in accordance with this Arbitration Provision, You and Company will agree on (or if necessary, petition a court of competent jurisdiction to appoint) an arbitration organization that will do so.

ii. If You or Company commence an arbitration without first complying with the notice and negotiation requirements in Section 26, the AAA may not accept, administer, or demand fees from the other party in connection with such an arbitration.

iii. The party commencing an arbitration should follow the instructions on the AAA website, including sending the AAA a "Demand for Arbitration" (available on its website), paying a filing fee, and mailing a copy of the Demand for Arbitration to the opposing party. If You commence the arbitration, You must send a copy to Company at P.O. Box 4950 Naperville, IL 60567- 4950, ATTN: ARBITRATION OF DISPUTE. If Company commences the arbitration, Company must send a copy to the email address and billing address associated with Your account.

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iv. By signing or filing a Demand for Arbitration, an attorney or unrepresented party certifies, to the best of his or her knowledge, information, and belief, after an inquiry reasonable under the circumstances, that (a) the Demand for Arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (b) the claims asserted are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (c) the facts alleged have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

v. If multiple arbitrations involving similar claims against Company are pending, You and Company shall jointly petition the AAA to coordinate those matters to promote efficiency. That coordination may include, for example, having similar matters assigned to the same arbitrator (either for all purposes or for the purpose of deciding an issue that turns on the same factual or legal questions) or having pre-hearing discovery apply to multiple matters. Nothing in this paragraph, however, provides any right or authority for a Dispute to be resolved as part of a class action, collective action, or other representative action. (See Section 27(G), below.)

vi. If more than twenty-five (25) arbitrations involving similar claims by or against Company are pending, the AAA shall designate ten (10) cases—either as selected by the parties or, if the parties cannot agree, as selected by the AAA—to proceed first in a bellwether arbitration, with a single filing fee due for the bellwether proceeding, as if it were a single arbitration. The remaining cases shall not be accepted for filing, and no filing fee shall be due, until the first ten (10) have been resolved and the parties inform the AAA whether there is a global resolution. If the parties have been unable to reach a global resolution, they shall proceed to arbitrate a second set of ten (10) cases; as with the first set of cases, a single filing fee shall be due for the second (and, if necessary, each subsequent) set of cases to be arbitrated. This process shall continue until the parties are able to resolve all claims, either through settlement or arbitration.

vii. Unless You and Company agree otherwise, an arbitration will be conducted by a single arbitrator, and any hearing will take place in the county where You reside.

viii. The arbitrator will issue a written decision that explains the essential findings and conclusions. The arbitrator's award may be entered in a court of competent jurisdiction only as necessary to enforce the award.

ix. Neither the fact nor the substance of any settlement demand, offer, or negotiation may be revealed to the arbitrator before a final award has been issued.

**D. Right to Arbitral Fees and Costs.** The payment of the AAA's fees and costs will be governed by the AAA Rules except as follows:

i. If Company commences an arbitration, Company will pay all of the AAA's fees and costs.

ii. If You commence an arbitration, comply with the notice and negotiation requirements in Section 26, and request that the AAA waive a fee, and if the AAA chooses not to waive that fee, Company will pay as much of that fee as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive for You as compared to the cost of litigation. If Your representation regarding Your ability to pay was false, however, Company may seek to recover that fee from You. Notwithstanding the foregoing, if more than twenty-five (25) arbitrations involving similar claims by or against Company are pending, the payment of the AAA's fees and costs will be governed by the AAA Rules..

iii. No matter who commences an arbitration, if the arbitrator finds that a claim was frivolous or asserted for an improper purpose, the party asserting the claim will reimburse the other party for any fees and costs that the party asserting the claim would have been obligated to pay under the AAA Rules..

iv. Notwithstanding any of the foregoing, You may pay up to half of the AAA's fees and costs if You wish to do so.

**E. Right to Attorneys' Fees and Costs in Arbitration.** You may hire attorneys to represent You in arbitration. You are responsible for their fees and costs. You may recover them from Company to the same extent as in court. If the arbitrator finds that a claim was frivolous or brought for an improper purpose, the other party may recover its attorneys' fees and costs to the same extent as in court.

**F. Effect of Rejecting Settlement Offers.** If the outcome of a legal action is less favorable to the party seeking relief than a settlement offer that party rejected, that party must pay all of the fees and costs (including reasonable attorneys' fees) incurred by the other party after the offer was made.

**G. Waiver of Class Actions.**

i. **WHETHER IN ARBITRATION OR COURT, YOU AND COMPANY WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS**

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**ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION, OR OTHERWISE SEEK REDRESS FOR ALLEGED INJURIES TO THIRD PARTIES.** This waiver is a material and essential part of this Arbitration Provision and cannot be severed from it.

ii. **WHETHER IN ARBITRATION OR COURT, YOU AND COMPANY WAIVE THE RIGHT TO SEEK PUBLIC INJUNCTIVE RELIEF.** This waiver is not a material or essential part of this Arbitration Provision and can be severed from it by a court of competent jurisdiction. If, after exhaustion of all appeals, such a court refuses to enforce this waiver with respect to a particular claim or request for relief, You and Company will jointly petition the court to decide that claim or request for relief only after all other claims and requests for relief have been decided.

**H. Right to Reject This Arbitration Provision.** You may opt out of this Arbitration Provision by sending Company written notice by certified mail, postmarked no later than thirty (30) days after the Effective Date, to Company at P.O. Box 4950 Naperville, IL 60567-4950, Attention: Legal Department. Notices not mailed to that address and postmarked by that date will not be effective. Your decision will not adversely affect Your relationship with or service from Company**.**

**I. Right to Reject Changes to this Arbitration Provision.** You may reject changes to this Arbitration Provision by sending Company written notice by certified mail, postmarked no later than thirty (30) days after Your first receipt of notice of a change, to Company at P.O. Box 4950 Naperville, IL 60567-4950, Attention: Legal Department. Notices not mailed to that address and postmarked by that date will not be effective. Your decision will not adversely affect Your relationship with or service from Company.

**J. Survival.** This arbitration provision shall survive the cancellation or expiration of the Agreement.

**28. Will Legal Actions Be Resolved by a Jury?**

**WHETHER IN ARBITRATION OR COURT, YOU AND COMPANY WAIVE THE RIGHT TO A TRIAL BY JURY.**

**29. Will Legal Actions Be Resolved in Class Actions?**

**WHETHER IN ARBITRATION OR COURT, YOU AND COMPANY WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION, OR OTHERWISE SEEK REDRESS FOR ALLEGED INJURIES TO THIRD PARTIES 30. What Liability Does Company Have?**

You agree that Company, its parents, its successors, its affiliates, its independent contractors, and its and their officers, directors, employees, affiliates, agents and contractors shall not be liable to You or any third party for: (1) any actual losses or direct damages in excess of the lowest applicable per occurrence protection limit set forth above; or (2) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Agreement. These limitations and waivers shall apply to all claims and all theories of liability and shall survive the cancellation of this Agreement.

**30. How Can You Contact Company or the Seller?**

Company's goal is to give You the best possible customer service. If You have any questions or complaints, please call Company toll-free at 1-800-985-8129, mail P.O. Box 4950, Naperville, Illinois, 60567-4950, or visit Company's website at **www.AWRUSA.com**. Telephone calls may be recorded and/or monitored. You may also contact the Seller at 1-844-601-9251 or by mail at 1343 Canton Road, Suite A Marietta, GA 30066.

**31. Will Your Information Remain Private?**

Company may obtain Your name, address, telephone number and any other pertinent information from the Seller. Company may share it with others in order to provide services under this Agreement.

32. **Does Company Have A Privacy Policy?**

You can locate Company's privacy policy at **www.AWRUSA.com.**

**33. What Law Governs This Agreement?**

i. The law of the state where Your Home is located shall govern this Agreement and any dispute between You and Company.

ii. Additional terms and conditions specific to some states are set forth below. If they apply and conflict with the terms and conditions above, the following terms and conditions control.

**A. Alabama** –You may cancel this Agreement within 20 days of the receipt of these terms and conditions, and if no claim has been made during this period, this Agreement is void and Company shall refund to You the full Program Fees of this Agreement. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. If you cancel within 20 days of the receipt of this Agreement, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel

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this Agreement. If You cancel this Agreement after 20 days of receipt of this Agreement, Company shall refund to You the unearned portion of the full Program Fees of this Agreement. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You.

**B. Arizona** – **Pre-existing Conditions:** The exclusion of pre-existing conditions listed as the first exclusion in Section 7 does not apply if such conditions were known or should reasonably have been known by Company or anyone selling this Agreement on Company's behalf. Company will deny coverage for the reasons set forth in these terms and conditions only if these situations occurred while You own Your Home. **Refunds:** In addition to Your rights in Section 18, if You cancel this Agreement more than thirty (30) days after the Effective Date You will receive a pro rata refund of any Purchase Prices paid by You (if applicable) for the cancelled portion of the term minus any claim expenses paid by Company. The Arbitration Provision of this Agreement does not preclude You from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. In the event You do not receive satisfaction under this this Agreement, You may contact the Arizona Department of Insurance and Financial Institutions' Consumer Protection Division at 100 N. 15 Ave., Suite 261, Phoenix, AZ 85007 - 3630 or by calling 602-364-3100. **Notwithstanding anything else in this Agreement, the terms and conditions of this Agreement can only be modified upon renewal, unless the changes are beneficial in Your favor. If paid monthly, Company reserves the right to modify the monthly price with thirty days' written notice. If You do not cancel this Agreement, the price change will become effective thirty days after Company sends You notice.**

**C. Arkansas** – In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement. If You have not received any protection during the period specified above, You are entitled to a full refund of the amount paid by You under this Agreement. If you cancel during this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale, a 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after Your cancellation of this Agreement.

**D. Colorado** – In the event this Agreement covers a gas-fueled appliance or system and such appliance requires a replacement that is covered under this Agreement, You will have the option to replace the gas-fueled appliance or system with a similar appliance or system that operates on electricity rather than gas. You may be required to pay an additional cost to obtain the replacement electricity-fueled appliance or system. This cost shall not exceed the retail cost of the replacement electric-fueled appliance or system minus the retail cost of a replacement gas-fueled appliance or system. The replacement electric-fueled appliance or system will comply with the efficiency requirements under applicable law. A gas-fueled appliance or system is defined as a "furnace, HVAC system, boiler, water heater, oven, stove, or dryer that directly combusts a gaseous or liquid fuel to provide services within a home."

**E. Connecticut** – If Company is unable to resolve any disputes with You regarding this Agreement, You may file a written complaint to the: State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. If Your expiration date occurs while Your repair is in process, Your coverage will extend until the repair is completed.

**F. District of Columbia** – In addition to Your cancellation rights set forth in the Cancelation Section, You may cancel this Agreement within 30 days of the date this Agreement was mailed to You or the date of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and if You have not received any protection, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month on the Purchase Prices amount for this Agreement must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement. Your right to cancel this Agreement and receive a full refund during the first 30 days after Your receipt of this Agreement is not transferable and applies only to the original Agreement purchaser.

**G. Florida** – Unauthorized repair or replacement of covered equipment may result in the cancellation of this Agreement by Company. You have the right to assign this Agreement in a consumer transaction, within 15 days from the date Your Home is sold or transferred, to a subsequent retail purchaser of Your Home covered by this Agreement and all conditions on such right of transfer. Company may charge an assignment fee not to exceed $40. You may cancel this Agreement within 10 days after purchase. If You cancel within 10 days after purchase, the refund will be 100% of the gross Program Fees paid, less any claims paid on this Agreement. After this Agreement has been in effect for 10 days, if You cancel this Agreement, a return of premium will be

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based upon 90% of unearned pro rata Program Fees less any claims that have been paid. If Company cancel this Agreement for any reason other than for fraud or misrepresentation, a return of premium shall be based upon 100% of unearned pro rata Program Fees, less any claims paid on this Agreement. In the event of cancellation by Company, written notice of cancellation shall be mailed to You not less than sixty (60) days before cancellation is effective. If Company cancels this Agreement, the return premium is based upon 100% of the unearned pro rata premium. The rate which is charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation. Your Program Fee is based on Company's standard pricing for the applicable program. The Program Fee you are charged may be a promotional, introductory, or discount rate applied in the initial term of the Agreement or in subsequent terms. Such promotional, introductory, or discount rates are determined by Company, and Company may discontinue or change the discount in subsequent renewal terms. Company may also modify or increase the Program Fee in accordance with applicable law. **This Agreement does not provide listing period coverage free of charge.**

**H. Georgia** – If Company does not perform a covered repair within sixty (60) days after You request service, or issue a refund owed to You within sixty (60) days after this Agreement is cancelled, You may file a claim directly against Travelers Casualty and Surety Company of America, Enterprise Development, One Tower Square, Hartford, CT 06183. Nothing contained in the Arbitration Provision shall affect Your right to file a direct claim against Travelers Casualty and Surety Company of America pursuant to O.C.G.A. 33-7-6. **Refunds:** The following statements replace the terms of Section 18 above: (a) If You cancel this Agreement within twenty (20) days of the date that Company mailed this Agreement to Your last known address or within ten (10) days of delivery if Company delivered this Agreement to You at the time of sale (collectively the "Free Look Period"), a full refund will be issued to You. (b) If You cancel this Agreement within the Free Look Period and Company does not issue a refund to You within forty-five (45) days of cancellation, an amount equal to ten percent (10%) of the Program Fee being refunded will be added to the amount You are owed for each month that the refund remains unpaid. (c) If You cancel this Agreement after the Free Look Period, one hundred percent (100%) of the unearned pro rata Program Fees will be refunded less a cancellation fee not to exceed ten percent (10%) of the pro rata refund amount. Claims paid may be deducted from the refund amount. Company may cancel this Agreement only for fraud, material misrepresentation, or failure to pay. If Company cancels this Agreement, You will be provided 30 days written notice regardless of the reason for cancellation; and Company will refund 100% of the unearned pro rata purchase price, less any claims paid. In the event this Agreement is translated to Spanish, should a discrepancy arise between the English and Spanish versions of this Agreement due to issues of interpretation, the English version will take precedence in all cases. **Where this Agreement specifies exclusions (items not covered under this Agreement), please note that only pre-existing conditions known by You shall be excluded.** The following is added to the Arbitration Provision: The arbitration and dispute resolution provisions of this Agreement are non-binding against Georgia residents and will be interpreted as optional procedures for resolving any customer dispute.

**I. Illinois** – This Agreement is provided by Oncourse Home Solutions, LLC ("Company"), 1415 W Diehl Rd, Suite 270, Naperville, Illinois. You may cancel this Agreement: within 30 days after its purchase if no service has been provided and receive a full refund of the Purchase Prices, less any applicable cancellation fee, charged at Company's discretion, not to exceed the lesser of 10% of the Purchase Prices or $50; or (b) at any other time and receive a pro rata refund of the Purchase Prices for the unexpired term of this Agreement, based on the number of elapsed months less the value of any service received, and any applicable cancellation fee, charged at Company's discretion, not to exceed the lesser of 10% of the Program Fees or $50. The obligations of Company are backed by an insurance policy issued by Lexington National Insurance Corporation (LNIC). In the event Company fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with LNIC at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at 888-888-2245.

**J. Indiana** – This Agreement is not insurance and is not subject to Indiana insurance law. The obligations of Company are backed by an insurance policy issued by Lexington National Insurance Corporation (LNIC). In the event Company fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with LNIC at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at 888-888-2245.

**K. Iowa** –Company is subject to regulation by the Insurance Division of Iowa's Department of Commerce. Complaints that are not resolved by Company may be sent to the Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315. In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time

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of sale or within a longer time period permitted under this Agreement and, if You have not received any protection, You are entitled to a full refund of the amount paid by You under this Agreement. If You cancel during the above specified timeframe, a 10% penalty per month on the refund amount for this Agreement must be added to a refund that is not paid or credited to You within 30 days after the cancellation of this Agreement.

**L. Kentucky** – If Company does not pay for any covered repair within sixty (60) days after You request service, You may file a claim directly against Travelers Casualty and Surety Company of America, Enterprise Development, One Tower Square, Hartford, CT 06183.

**M. Louisiana** – The following statement replaces the provisions of Section 23 with respect to when Company may cancel this Agreement: Company may cancel this Agreement without prior written notice if You are thirty (30) days or more past due on Your Purchase Price, made a material misrepresentation to Company, or materially breached this Agreement. Company may cancel this Agreement for any other reason with fifteen (15) days prior written notice, stating the effective date of and reason for cancellation. In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement. If You have not received any protection during the above specified period, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund issued during the above specified period that is not paid or credited to You within 45 days after the cancellation of this Agreement.

**N. Maryland** - In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement. If You have not received any protection during the above specified period, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund issued during the above specified period that is not paid or credited to You within 45 days after the cancellation of this Agreement. Your Agreement is extended automatically if Company fails to perform the services under the Agreement and will not terminate until the services are provided in accordance with the terms of the Agreement.

**O. Massachusetts –** In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement. If You have not received any protection during the above specified period, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund issued during the above specified period that is not paid or credited to You within 45 days after the cancellation of this Agreement.

**P. Michigan –** If performance of this Agreement is interrupted because of a strike or work stoppage at Company's place of business, the effective period of this Agreement shall be extended for the period of the strike or work stoppage.

**Q. Minnesota –** The following statement replaces the provisions of Section 23 with respect to when Company may cancel this Agreement: Company may cancel this Agreement with five (5) days prior written notice if You (i) are thirty (30) days or more past due on Your Purchase Price, (ii) made a material misrepresentation to Company, or (iii) materially breached this Agreement. Company may cancel this Agreement for any other reason with fifteen (15) days prior written notice. The following is added to the Arbitration Provision: Any arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Company.

**R. Missouri –** A 10% penalty per month shall be added to a refund that is not paid within 45 days of You returning this Agreement. Any free look period shall only apply to the original purchaser of this Agreement, and only if no claim has been made prior to its return Company.

**S. Nevada –** Company is the provider of this Agreement. If You are not satisfied with the manner in which Company is handling a repair under this Agreement, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234. If a repair covered under this Agreement is an Emergency, repairs will commence within twenty-four (24) hours of Your request for service. If an Emergency repair cannot be completed within three (3) calendar days of Your request for service, Company will provide You and the Nevada Division of Insurance with a status report that identifies: (i) the required repairs or services; (ii) the reason why repairs will take longer than three (3) days (including the status of any parts needed for the repair); (iii) the estimated date that the repairs will be completed; and (iv) a telephone number for You to call with questions about Your claim. Company will respond to any questions regarding Your claim within one (1) business day. For purposes of this section, "Emergency" means

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that until the repair covered under this Agreement is completed, Your Home is unsafe to live in because of defects that immediately endanger the health and safety of its occupants. Company may not transfer its obligations under this Agreement to a third party without prior approval from the Nevada Department of Insurance. Company may assign its duties as administrator of this Agreement to a third party. **Refund: The following statement amends the provisions of Section 18:** This Agreement is void and We must refund to You the purchase price of the Agreement if no claim has been made and if You return your Agreement within twenty (20) days after the date that We mailed the Agreement to You or within ten (10) days if We furnished You will a copy of this Agreement when it is purchased. If a claim as been paid or if You cancel this Agreement after You return your Agreement within twenty (20) days after the date that We mailed the Agreement to You or within ten (10) days if We furnished You will a copy of this Agreement when it is purchased, Company will provide the following:

**Agreements Paid Annually**. Your protection will terminate at the end of the current month of Your cancellation request. You will receive a pro-rata refund of any advance Program Fee payments made by You, for the period of time from the start of the month subsequent to Your cancellation to the end of Your annual term, less the cost for any Repair or Replacement Coverage provided to You.

**Agreements Paid Monthly.** Your protection will terminate at the end of the current month of Your cancellation request. You will not be charged any Program Fees for any subsequent months of coverage. We shall not charge a cancellation fee to exceed twenty-five dollars ($25).

**Changes: The following statement replaces the provisions of Section 22 with respect to when Company may change this Agreement:** Any change that Company makes to this Agreement will not be effective until the expiration of the current term; provided, however, that if Company makes a change that expands coverage under this Agreement at no additional cost to You, the change will become effective thirty (30) days after Company notifies You of the change. **Cancellation: The following statement replaces the provisions of Section 23 with respect to when Company may cancel this Agreement:** Company may not cancel this Agreement without giving You fifteen (15) days written notice. For sixty-nine (69) days after the Effective Date, Company may cancel this Agreement for any reason and will provide the following:

**Agreements Paid Annually**. Your protection will terminate at the end of the current month of Your cancellation request. You will receive a pro-rata refund of any advance Program Fee payments made by You, for the period of time from the start of the month subsequent to Your cancellation to the end of Your annual term, less the cost for any Repair or Replacement Coverage provided to You.

**Agreements Paid Monthly.** Your protection will terminate at the end of the current month of Your cancellation request. You will not be charged any Program Fees for any subsequent months of coverage. We shall not charge a cancellation fee.

More than sixty-nine (69) days after the Effective Date, Company may cancel this Agreement if You: (i) are thirty (30) days or more past due on any amount owed to Company or its Authorized Servicers;

(ii) misrepresented any material facts when You entered into or requested service under this Agreement; or (iii) breach this Agreement and substantially and materially increase the services required under this Agreement. Company may also cancel if there is a material change in the nature or extent of the services under this Agreement, which substantially and materially increases the required services beyond what was contemplated when this Agreement was issued. If Company notifies You of its intent to cancel because You are past due on amounts owed to Company or its Authorized Servicers, cancellation will take effect unless You have satisfied Your obligation to pay all amounts due before the effective date of cancellation. However, until cancellation is effective, Company may not suspend or deny otherwise eligible coverage under this Agreement. **Refunds**: If Company fails to pay a refund within 45 days of Your written request, Company will pay a penalty of10% of the Program Fee for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid.

**T. New Hampshire – The cancellation fee will be the lesser of ten percent (10%) of the Agreement purchase price or fifty dollars ($50). Claims will not be deducted from the refund to You.** If You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, or 1-800-852-3416. The Arbitration Provision is subject to Revised Statutes Annotated 542.

**U. New Jersey** – In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and if You have not received any protection, You are entitled to a full refund of the amount paid by You under this

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Agreement. A 10% penalty per month on the Program Fees amount for this Agreement must be added to a refund issued during the above specified period that is not paid or credited to You within 45 days after the cancellation of this Agreement. The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller. The obligations of Company are backed by an insurance policy issued by Lexington National Insurance Corporation (LNIC). In the event Company fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with LNIC at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at 888-888-2245.

**V. New Mexico –** If You have authorized recurring payments of the Purchase Price (as defined in this Agreement), Your Agreement will automatically renew each year for additional one-year terms if at the time of renewal, You are not thirty (30) days or more past due on any amount owed to Company or its Authorized Servicers. At least thirty (30) days, but no more than sixty (60) days, before the end of the term of Your Agreement, Company will send You written notice advising You of the date that Your Agreement will be renewed if You do not cancel. The notice will also set forth the procedure by which You may cancel this Agreement at any time by contacting Company toll free at 1-855-705-8434 or by mailing notice to Company at P.O. Box 4950, Naperville, Illinois, 60567-4950. If You pay by a one-time check, Your Agreement will not automatically renew and Company will send You a notice requesting that You renew Your Agreement for an additional one-year (365 days) term. **Cancellation: The following statement replaces the provisions of Section 23 with respect to when Company may cancel this Agreement:** Company may not cancel this Agreement without giving You fifteen (15) days' written notice. Company may cancel this Agreement for any reason for sixty-nine (69) days after the Effective Date. More than sixty- nine (69) days after the Effective Date, Company may only cancel this Agreement if You: (i) are thirty (30) days or more past due on any amount owed to Company or its Authorized Servicers; (ii) misrepresented any material facts when You entered into or requested service under this Agreement; or (iii) breach this Agreement and substantially and materially increase the services required under this Agreement.

**W. New York –** You may return this Agreement within at least twenty (20) days of the date of mailing of this Agreement or within at least ten (10) days if this Agreement is delivered to You at the time of sale or within a longer time period if permitted within this Agreement, and if no claim has been made during this period, this Agreement shall be void and Company shall refund to You the full Purchase Prices of this Agreement. If You cancel during the above specified period, a ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of this Agreement to Company. This return and penalty provision shall only apply to the original purchaser of this Agreement. The obligations of Company are backed by an insurance policy issued by Lexington National Insurance Corporation (LNIC). In the event Company fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with LNIC at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at 888-888-2245.

**X. North Carolina –** You may cancel this Agreement at any time after purchase and receive a pro rata refund less any claims paid. Company may only cancel this Agreement for nonpayment or for Your direct violation of any provision of this Agreement. The purchase of this Agreement is not required either to purchase or to obtain financing for a home appliance.

**Y. Oklahoma –** The coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Company is licensed by the Oklahoma Insurance Department as a Home Service Agreement Provider. License Number 524479466. In order to obtain prior authorization to hire Your own contractor, You must contact Company at 1-800-985-8129. In the event that Your claim requires emergency services, please contact Company at 1-800-985-8129. If Company cannot locate an Authorized Servicer to service Your emergency services request within 24 hours, Company will authorize You to obtain Your own contractor. The obligations of Company are backed by an insurance policy issued by Lexington National Insurance Corporation (LNIC). In the event Company fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with LNIC at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at 888-888-2245.

**Z. Oregon –**Complaints that are not resolved by Company may be sent to the Oregon Department of Justice, Financial Fraud/Consumer Protection, 1162 Court St NE, Salem, OR 97301-4096

www.oregonattorneygeneral.gov or via toll-free telephone at (877) 877-9392. The Arbitration Provision is revised with the following: "For the purpose of this Arbitration Provision, references to Company also include the respective parents, subsidiaries, affiliates (including, Administrator), service Agreement insurers, agents, employees, successors and assigns

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of this Agreement. Most of your concerns about this Agreement can be addressed simply by contacting Company at 1-855-705-8434. In the event Company cannot resolve any dispute, you and Company may, in a separate agreement, consent to arbitration. YOU AND COMPANY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASSACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon. In the event that Your claim requires emergency services, please contact Company at 1-800- 985-8129. If Company cannot locate an independent contractor to service Your emergency services request, Company may authorize You to obtain Your own contractor.

**AA. South Carolina –** In addition to Your cancellation rights set forth in this Agreement, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and if You have not received any protection, this Agreement is void and You are entitled to a full refund of the amount paid by You under this Agreement. This right to void this Agreement is not transferable and applies only to the original Agreement purchaser. If You cancel during the above specified period, a 10% penalty per month on the Purchase Prices amount for this Agreement must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement. In the event of a dispute with the provider of this Agreement, You may contact South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000,1000, Columbia, South Carolina 29201 or (800) 768-3467.

**BB. Texas** – You are entitled to a "Free Look" period for this Agreement. If You decide to cancel this Agreement within 30 days of purchase and You have not made a claim under this Agreement, You are entitled to a one hundred percent (100%) refund of any fees paid. If You cancel this Agreement after thirty (30) days from purchase, You will receive a pro rata refund based on the days remaining, less any claims paid and a cancellation fee, charged at Company's discretion, of twenty- five dollars ($25) or ten percent (10%) of this Agreement fee, whichever is less. If Company cancels this Agreement for any reason other than (a) nonpayment by You, (b) fraud or misrepresentation by You, or
(c) substantial breach of this Agreement by You, then Company shall mail You a notice of cancellation stating the reason and effective date of cancellation no later than five (5) days from the cancellation effective date. You will not be charged a cancellation fee if Company cancels this Agreement. The right to cancel this Agreement is not transferrable and only applies to the original purchaser of this Agreement. A 10% penalty per month will be added to refunds that are not made within 45 days. If You purchased this Agreement in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Agreement provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (800) 803-9202. NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE AGREEMENT UNDER TEXAS OCCUPATIONS CODE §1303.304. Company's obligor license number is 929. American Water Resources, LLC administrator license number is 397.

**CC. Vermont – I**f no claim has been made under this Agreement, You may return this Agreement within twenty (20) days of the date of receipt and receive a full refund of the Purchase Prices of this Agreement.

**DD. Wyoming** – This Agreement will be considered void and Company will refund You the full Purchase Prices of this Agreement or credit Your account if You have not made a claim under this Agreement and You have returned this Agreement to Company (a) within twenty (20) days after the date Company has mailed the Agreement to You, (b) within ten (10) days after You have received this Agreement if this Agreement was furnished to You at the time this Agreement was purchased, or (c) within a longer time period if specified in this Agreement. If You cancel within the above specified period, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to Us. The right to void this Agreement provided in this subsection applies only to the original Agreement purchaser and is not transferable. If Company cancels this Agreement for reasons other than nonpayment, a material misrepresentation made by You to Company or because of a substantial breach of duties by You relating to the product or its use, Company will mail a written notice to You at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation.

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