<u>CRAST INC., (hereafter "CRAST") is a corporation organized under the laws of the state of Georgia.</u>



Claims Administered By CRAST Inc. Home Club

I. COVERAGE

During the coverage period, CRAST's sole responsibility will be to arrange for a qualified service contractor or ("Service Provider") to repair or replace with like value, at CRAST's expense (up to the limits set forth below), the systems and components mentioned as "Covered" in accordance with the terms and conditions of this membership so long as such systems and components:

(A) Are located inside the confines of the main foundation of the residence or attached or detached garage (with the exception of the exterior pool/spa, well pump, septic tank pumping and air conditioner); and

(B) Become inoperable due to Mechanical or Electrical breakdown; Breakdown is defined as failure, (not gradual reduction in operating performance due to wear and tear), of a defective covered part.

(C) Are in place and in proper working order on the effective date of this home club membership. This membership does not cover any known or unknown pre-existing conditions. It is understood that CRAST. IS NOT A SERVICE PROVIDER and is not itself undertaking to repair or replace any such systems or components. This membership covers single-family homes (including manufactured homes), new construction homes, condominiums, townhomes, and mobile homes under 5,000 square feet, unless an alternative dwelling type (i.e. above 5,000 square feet or multi-unit home) is applied, and appropriate fee is paid. Coverage is for occupied, owned or rented residential property, not commercial property or residences used as businesses, including, but not limited to, day care centers, fraternity/sorority houses, and nursing/care homes. This membership describes the basic coverage and options available. Coverage is subject to limitations and conditions specified in this membership. Please read your membership carefully.

(D) If you are a new member, you will have a 30 day review period from date of purchase. During this time it is your responsibility to review your declaration page and make sure all information is correct. It is your responsibility to inform AFC Home Club if your documentation is not received within 7-10 business days. AFC will not be held responsible for the member's failure to notify AFC of paperwork not being received. All terms will be held to the published online version if the member did not notify us to resend their membership packet. For any changes please call 1-866-242-0629.

II. COVERAGE PERIOD

Coverage starts on the 31st day after the membership's sale date and continues through the elected time shown on the declaration page.

III. SERVICE CALLS - TO REQUEST SERVICE: <u>www.afchomeclub.com</u> select request service and click AFC tab or call 1-855-613-4555

(A) You or your agent (including previously approved tenant) must notify CRAST of any mechanical or electrical breakdown immediately upon discovery and must be during the coverage period. CRAST will accept service calls 24 hours a day and 7 days a week. Those service requests will be assigned between 9am-6pm eastern M-F. Notice of any malfunction must be given to CRAST prior to expiration of this membership, CRAST must also have all pertinent information and a case number assigned to this request for it to be valid. Throughout the service effort, CRAST urges you to take reasonable measures to prevent secondary damage (ex. turning off water to the home in the case of a major leak, discontinue use of failed items once breakdown is noticed). If a failure to a covered part results initially from a non-covered items malfunction, the resulting damage will not be approved or included for coverage; i.e.

secondary damage from a non-covered item.

(B) Upon request for service, CRAST will contact an authorized Service Provider within two (2) days during normal business hours and four (4) days on weekends and holidays. (*CRAST is not an emergency service and will be closed on nationally recognized Holidays therefore resulting in delayed case assignments.) CRAST will determine what repairs constitute as an emergency and will make reasonable efforts to expedite emergency service during above stated active hours. If you feel your request is an emergency and CRAST is not available, CRAST urges you to take all reasonable measure to insure the safety of your home and its occupants. If you should request CRAST to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges.

(C) CRAST has the sole and absolute right to select the Service Provider to perform the service; and CRAST will not reimburse for services performed without its prior approval or case number verification.

CRAST requires the Make, Model and Serial number to be provided prior to service, in some cases if the
member cannot locate the information in its entirety CRAST will provide a technician to the residence. In
these cases, if the technician is not able to locate such information or it is no longer visible CRAST will not
accept a request on said appliance or system. It will not be a covered item.

(D) You will pay a trade call fee ("Diagnostic Fee ") per your membership declaration page. The Diagnostic Fee is for each item inspected by a CRAST approved Service Provider and is payable to the CRAST approved Service Provider at the time of each visit. If a replaced part formally authorized by CRAST fails again within the term of your membership you will not be charged an additional Diagnostic Fee. The Diagnostic Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is excluded, or denied. The Diagnostic Fee also applies in the event you fail to be present at a scheduled time, or in the event you cancel a service call at the time a service is scheduled, is in route to your home or at your home. Failure to pay the Diagnostic Fee will result in suspension or cancellation of coverage until the proper Diagnostic Fee is paid. At that time, coverage may be reinstated; however, the membership period will not be extended.

IV. BRONZE COVERAGE (COVERAGE DEPENDANT ON PLAN OUTLINED IN DECLARATION PAGE)

The Bronze coverage covers the components listed one (1) through Three (3). NOTE: You may purchase any Optional Bronze Coverage for up to 31 days after commencement of Coverage with an additional waiting period. After the 60th day, optional coverage may be purchased provided an inspection is performed (at member's expense) and the inspection results are approved by CRAST. Optional coverage, regardless of date of purchase will continue only through the membership term. However, Coverage shall not commence until receipt of payment by CRAST and such Coverage shall expire upon expiration of Coverage period in Section II. CRAST will pay up to \$1,500 per item per membership term for access, diagnosis, repair or replacement unless otherwise stated per the items specific term.

1. WATER HEATER (Gas and/or Electric) Limited to one unit

*COVERED: (One unit) Gas Valve- Main Burner- Pilot Burner- Thermocouple- Regulator- Standard Thermostat- High Limit Thermostat- Manifold- Electrical Heating Element- Spark Electrode- Igniter- Pilot- Heating Element- Switch- Gas Burner- Anode Rod- Overload Protector- Flame Sensor- Gas Valve Assembly- Temperature- Regulator- Dip Tube-Drain Valve- Air Diverter- Relay- Flow Sensor.

*NON-COVERED: Main, Holding or storage tanks – Noise – Fuel storage tank and energy conservation unit - Commercial grade equipment and units exceeding 75 gallons - Tankless water heaters unless separately added to plan at time of purchase.

*CRAST will pay up to \$750.00 per membership terms.

2. AIR CONDITIONING/COOLER

Limited to one unit. Coverage available on air conditioning units up to a 5 ton capacity and designed for residential use.

*COVERED: Electric Units below 21 SEER- Condenser- Defrost heating element- Standard Thermostat- Fuse-

Relay- Transformer- Blower Motor- Compressor- Capacitor- Dual Capacitor- Semi Conductors- Control Unit- Hot Coil-Cold Coil-Timer-Fan Control-Bearings-Fluid Pump-Electrodes-Electronic Circuits-Rectifiers.

*CRAST will pay up to \$25 per pound for refrigerant, Maximum limit 10 pounds limited to a one-time occurrence. Members are responsible for payment of any costs more than \$25 per pound. *Standard Thermostat shall not exceed cost of \$80.00

*Per EPA standards Freon (R-22) will become obsolete circa January 1, 2020. When Freon (R-22) is phased out, it will be the member's responsibility to upgrade all equipment to federal or state code to be covered. On Jan. 1, 2020, The R22 phase out mandates that R22 refrigerant will no longer be manufactured. At this point CRAST will only include coverage for equipment which utilizes environmentally friendly R410A refrigerant.

*NON-COVERED: Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - Chillers - All exterior condensing, cooling and pump pads - Roof mounts, jacks, stands or supports - Condensate pumps - Cost for crane rentals - Air conditioning with mismatched condensing unit and evaporative coil - Improper use of metering devices - Thermal expansion valves - Refrigerant conversion - Leak detections - Water leaks - Drain line stoppages - Maintenance – Recapturing of Freon- Noise.

3. HEATING SYSTEMS OR BUILT-IN WALL UNIT

Limited to one unit. Main source of heat to home up to 5 (five) ton capacity and designed for residential use.

*COVERED: Units below 21 SEER Units- *Forced air, Ducted Built-in-heater, Heat pumps,Boiler (Gas or Steam).* Power Switch-Wire Terminal-Independent Solenoid-Junction Box- Thermostat control- Pilot and Thermocouple- Drain Cock-Burners- Main Bruner- Limit Control- Pilot Burner- Flame Spreader- Regulator- Standard Thermostat- Manifold-Fuse- Transformer- Relay- Igniter- Sensor- Blower Motor- Power Pack- Bearings- Pulleys- Fan Control- Low Water Cut off- Coupler- Motor- Pressure Gauge- Pressure Control- Heat Coil.

*NON-COVERED: External Boiler Components-All components and parts relating to geothermal, water source heat pumps including: outside or underground piping, components for geothermal and/or water source heat pumps, redrilling of wells for geothermal and/or water source heat pumps, and well pump and well pump components for geothermal and/or water source heat pumps. Access - Radiators or valves - Baseboard casings - Radiant heating – Cracked heat exchangers- Dampers - Valves - Fuel storage tanks - Portable units - Solar heating systems - Filters - Line dryers and filters - Oil filters, nozzles, or strainers - Registers - Backflow preventers - Evaporator coil pan - Primary or secondary drain pans - Grills - Clocks - Timers - Add-ons for zoned systems - Heat lamps - Humidifiers - Flues and vents - Improperly sized heating systems - Mismatched systems Cable heat (in ceiling) - Calcium build-up - Maintenance. If the unit is over 10 years old CRAST will use the depreciation schedule, if the repairs outweigh the value of the unit.

*Standard Thermostat shall not exceed cost of \$80.00

V. SILVER COVERAGE DEPENDANT ON PLAN OUTLINED IN DECLARATION PAGE)

The Silver coverage covers the components listed One (1) through Eight (8). NOTE: You may purchase any Optional Silver Coverage for up to 31 days after commencement of Coverage with an additional waiting period. After the 60th day, optional coverage may be purchased provided an inspection is performed (at member's expense) and the inspection results are approved by CRAST. Optional coverage, regardless of date of purchase will continue only through the membership term. However, Coverage shall not commence until receipt of payment by CRAST and such Coverage shall expire upon expiration of Coverage period in Section II. CRAST will pay up to \$1,500 per item per membership term for access, diagnosis, repair or replacement unless otherwise stated per the items specific term.

1. CLOTHES DRYER

*COVERED: Main Control Board-Thermal Fuse-Drum Glide- Gas Valve Solenoid- Pilot burner- Heating Element-Heating Element Assembly- Bearing- Cycling Thermostat- Timer- Drum Support Axle- Drum Bearing- Igniter- Drive Belt- Thermistor- Idler Pulley- Idler Assembly- High Limit Thermostat- Surface Limit Control- Power pack- Blower Wheel-Flame Sensor- Drive Motor- Rotary Switch- Snap Retaining Ring.

2. CLOTHES WASHER

*COVERED: Main Control Board-Motor Coupling- Drain Pump- Agitator Repair Kit- Spanner Wrench- Water Inlet Valve- Clutch- Retainer- Shock Dampening Device- Shock Absorber- Wigwag- Drive Belt- Suspension Spring-

Shipping Bolt- Tub to Pump Hose- Tub Bearing- Idler Assembly- Drive Block- Drive Bell- Drain Hose- Mounting Clip-Suspension Rod- Suspension Spring- Shift Actuator- Rotor Position Sensor- Belt Kit- Snubber Pad

3. KITCHEN REFRIGERATOR

NOTE: Must be located in the kitchen.

*COVERED: Main Control Board-Condenser- Motor-Condenser Fan Motor- Thermistor- Closing Cam- Electronics Circuits- Compressor- High Limit Thermostat- Temperature Control Thermostat- Temperature Sensor- Defrost Thermostat- Defrost Heater Assembly- Drive Motor- Defrost Timer- Evaporator Fan Motor- Clip- Snap Retaining Ring- Start Relay- Damper Control Assembly-Fan Blade- Start Device

NON-COVERED: Leaks of any kind - Icemaker unless additional fee is paid and listed in additional coverage's per the Declaration page.

4. WATER HEATER (Gas and/or Electric) Limited to one unit

*COVERED: (One unit) Gas Valve- Main Burner- Pilot Burner- Thermocouple- Regulator- Standard Thermostat- High Limit Thermostat- Manifold- Electrical Heating Element- Spark Electrode- Igniter- Pilot- Heating Element- Switch- Gas Burner- Anode Rod- Overload Protector- Flame Sensor- Gas Valve Assembly- Temperature- Regulator- Dip Tube-Drain Valve- Air Diverter- Relay- Flow Sensor.

*NON-COVERED: Main, Holding or storage tanks – Noise – Fuel storage tank and energy conservation unit - Commercial grade equipment and units exceeding 75 gallons - Tankless water heaters unless separately added to plan at time of purchase.

*CRAST will pay up to \$750.00 per membership terms.

5. OVEN/RANGE/STOVE/COOKTOP (Gas or Electric; Built-in or Freestanding).

*COVERED: Bake Element- Element Receptacle and Wire Kit- Valves- Sensors- Spark Electrode- Surface element switch- Coil surface element- Surface Burner- Element Receptacle and Wire Kit- Oven control board- Temperature sensor- Manifold Transformer- Sensor – Diode

*NON-COVERED: Any failure that arises during the "Self-Cleaning" Function of your unit.

NOTE: Sensi-heat burners will only be replaced with standard burners. Only one oven is covered unless Double Oven addition is added on at the time of purchase, an additional fee is paid and listed in additional coverage's per the Declaration page.

6. DISHWASHER

*COVERED: Heating Element- Pump- Drain Valve- Motor Assembly- Timer- Float Switch- Inter Valve- Internal Hoses- Thermal Fuse- Washer arm bearing.

7. GARBAGE DISPOSAL

*COVERED: The components and parts of entire unit. Upon failure CRAST will allocate the cost of the new unit directly to the homeowner.

*NON-COVERED: New Unit Installation - Diagnosis - Problems and/or jams caused by bones, glass, misuse or foreign objects.

* CRAST will pay up to \$125.00 per membership terms.

8. GARAGE DOOR OPENER

*COVERED: 2 units-Garage Door Opener Motor- Capacitor- Garage door opener gear and sprocket assembly-Helical gear- Limit switch- Receiver logic board- Chain spreader.

* CRAST will pay up to \$500.00 per membership terms.

VI. GOLD COVERAGE (COVERAGE DEPENDANT ON PLAN OUTLINED IN DECLARATION PAGE)

The Gold coverage covers the components listed One (1) through Fourteen (14). NOTE: You may purchase any Optional Gold Coverage for up to 31 days after commencement of Coverage with an additional waiting period. After the 60th day, optional coverage may be purchased provided an inspection is performed (at member's expense) and the inspection results are approved by CRAST. Optional coverage, regardless of date of purchase will continue only through the membership term. However, Coverage shall not commence until receipt of payment by CRAST and such Coverage shall expire upon expiration of Coverage period in Section II. CRAST will pay up to \$1,500 per item per membership term for access, diagnosis, repair or replacement unless otherwise stated per the items specific term.

1. CLOTHES DRYER

*COVERED: Main Control Board-Thermal Fuse-Drum Glide- Gas Valve Solenoid- Pilot burner- Heating Element-Heating Element Assembly- Bearing- Cycling Thermostat- Timer- Drum Support Axle- Drum Bearing- Igniter- Drive Belt- Thermistor- Idler Pulley- Idler Assembly- High Limit Thermostat- Surface Limit Control- Power pack- Blower Wheel-Flame Sensor- Drive Motor- Rotary Switch- Snap Retaining Ring.

2. CLOTHES WASHER

*COVERED: Main Control Board-Motor Coupling- Drain Pump- Agitator Repair Kit- Spanner Wrench- Water Inlet Valve- Clutch- Retainer- Shock Dampening Device- Shock Absorber- Wigwag- Drive Belt- Suspension Spring-Shipping Bolt- Tub to Pump Hose- Tub Bearing- Idler Assembly- Drive Block- Drive Bell- Drain Hose- Mounting Clip-Suspension Rod- Suspension Spring- Shift Actuator- Rotor Position Sensor- Belt Kit- Snubber Pad

3. KITCHEN REFRIGERATOR

NOTE: Must be located in the kitchen.

*COVERED: Main Control Board-Condenser- Motor-Condenser Fan Motor- Thermistor- Closing Cam- Electronics Circuits- Compressor- High Limit Thermostat- Temperature Control Thermostat- Temperature Sensor- Defrost Thermostat- Defrost Heater Assembly- Drive Motor- Defrost Timer- Evaporator Fan Motor- Clip- Snap Retaining Ring- Start Relay- Damper Control Assembly-Fan Blade- Start Device

*NON-COVERED: Leaks of any kind - Icemaker unless additional fee is paid and listed in additional coverage's per the Declaration page.

4. WATER HEATER (Gas and/or Electric) Limited to one unit

*COVERED: (One unit) Gas Valve- Main Burner- Pilot Burner- Thermocouple- Regulator- Standard Thermostat- High Limit Thermostat- Manifold- Electrical Heating Element- Spark Electrode- Igniter- Pilot- Heating Element- Switch- Gas Burner- Anode Rod- Overload Protector- Flame Sensor- Gas Valve Assembly- Temperature- Regulator- Dip Tube-Drain Valve- Air Diverter- Relay- Flow Sensor.

*NON-COVERED: Main, Holding or storage tanks – Noise – Fuel storage tank and energy conservation unit - Commercial grade equipment and units exceeding 75 gallons - Tankless water heaters unless separately added to plan at time of purchase.

*CRAST will pay up to \$750.00 per membership terms.

5. OVEN/RANGE/STOVE/COOKTOP (Gas or Electric; Built-in or Freestanding).

*COVERED: Bake Element- Element Receptacle and Wire Kit- Valves- Sensors- Spark Electrode- Surface element switch- Coil surface element- Surface Burner- Element Receptacle and Wire Kit- Oven control board- Temperature sensor- Manifold Transformer- Sensor – Diode

*NON-COVERED: Any failure that arises during the "Self-Cleaning Function" of your unit.

NOTE: Sensi-heat burners will only be replaced with standard burners. Only one oven is covered unless Double Oven addition is added on at the time of purchase, an additional fee is paid and listed in additional coverage's per the Declaration page.

6. DISHWASHER

*COVERED: Heating Element- Pump- Drain Valve- Motor Assembly- Timer- Float Switch- Inter Valve- Internal Hoses- Thermal Fuse- Washer arm bearing.

7. GARBAGE DISPOSAL

*COVERED: The components and parts of entire unit. Upon failure CRAST will allocate the cost of the new unit directly to the homeowner.

*NON-COVERED: New Unit Installation - Diagnosis - Problems and/or jams caused by bones, glass, misuse or foreign objects.

* CRAST will pay up to \$125.00 per membership terms.

8. GARAGE DOOR OPENER

*COVERED: 2 units-Garage Door Opener Motor- Capacitor- Garage door opener gear and sprocket assembly-Helical gear- Limit switch- Receiver logic board- Chain spreader.

* CRAST will pay up to \$500.00 per membership terms.

9. AIR CONDITIONING/COOLER

Limited to two units. Coverage available on air conditioning units up to a 5 ton capacity and designed for residential use.

*COVERED: Electric Units below 21 SEER- Condenser- Defrost heating element- Standard Thermostat- Fuse-Relay- Transformer- Blower Motor- Compressor- Capacitor- Dual Capacitor- Semi Conductors- Control Unit- Hot Coil-Cold Coil-Timer-Fan Control-Bearings-Fluid Pump-Electrodes-Electronic Circuits-Rectifiers

*CRAST will pay up to \$25 per pound for refrigerant, Maximum limit 10 pounds limited to a one-time occurrence. Members are responsible for payment of any costs more than \$25 per pound.

*Standard Thermostat shall not exceed cost of \$80.00

*Per EPA standards Freon (R-22) will become obsolete circa January 1, 2020. When Freon (R-22) is phased out, it will be the members responsibility to upgrade all equipment to federal or state code to be covered. On Jan. 1, 2020, The R22 phase out mandates that R22 refrigerant will no longer be manufactured. At this point CRAST will only include coverage for equipment which utilizes environmentally friendly R410A refrigerant.

*NON-COVERED: Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - Chillers - All exterior condensing, cooling and pump pads - Roof mounts, jacks, stands or supports - Condensate pumps - Cost for crane rentals - Air conditioning with mismatched condensing unit and evaporative coil - Improper use of metering devices - Thermal expansion valves - Refrigerant conversion - Leak detections - Water leaks - Drain line stoppages - Maintenance – Recapturing of Freon- Noise.

10. HEATING SYSTEMS OR BUILT-IN WALL UNIT Limited to two units. Main source of heat to home up to 5 (five) ton capacity and designed for residential use.

*COVERED: Units below 21 SEER Units- *Forced air, Ducted Built-in-heater, Heat pumps,Boiler (Gas or Steam).* Power Switch-Wire Terminal-Independent Solenoid-Junction Box- Thermostat control- Pilot and Thermocouple- Drain Cock-Burners- Main Bruner- Limit Control- Pilot Burner- Flame Spreader- Regulator- Standard Thermostat- Manifold-Fuse- Transformer- Relay- Igniter- Sensor- Blower Motor- Power Pack- Bearings- Pulleys- Fan Control- Low Water Cut off- Coupler- Motor- Pressure Gauge- Pressure Control- Heat Coil.

*NON-COVERED: External Boiler Components-All components and parts relating to geothermal, water source heat pumps including: outside or underground piping, components for geothermal and/or water source heat pumps, redrilling of wells for geothermal and/or water source heat pumps. Access - Radiators or valves - Baseboard casings - Radiant heating – Cracked heat exchangers- Dampers - Valves - Fuel storage tanks - Portable units - Solar heating systems - Filters - Line dryers and filters - Oil filters, nozzles, or strainers - Registers - Backflow preventers - Evaporator coil pan - Primary or secondary drain pans - Grills - Clocks - Timers - Add-ons for zoned systems - Heat lamps - Humidifiers - Flues and vents - Improperly sized heating systems - Mismatched systems Cable heat (in ceiling) - Calcium build-up - Maintenance. If the unit is over 10 years old CRAST will use the depreciation schedule, if the repairs outweigh the value of the unit.

*Standard Thermostat shall not exceed cost of \$80.00

11. INTERIOR ELECTRICAL

*COVERED: Interior Wiring- Fuse Box- Circuit Board- Circuit Breakers.

*NON-COVERED: Audio/video/computer/intercom/alarm or security wiring cable – circuit overload- Broken and/or severed wires- Fixtures- Switches- Outlets- Wire Tracing-Smart Home Equipment or Wiring. * CRAST will pay up to \$500.00 per membership terms.

12. INTERIOR PLUMBING SYSTEM

*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)-Shut off valves-Toilet Wax Ring Seals-Flush Valve-Refill Tube-Ballcock-Flapper-Fill Valve- Overflow Tube- tub valve, and diverter angle stops- Rinse and Gate Valves, Hose Bibs - P Traps

*NOT-COVERED: Piping failure which includes collapsed piping, freezing or damage from roots, Slab leaks, Polybutylene or Quest piping, Galvanized drain lines, Drum traps, Flange, Filters for faucets, fixtures, cartridges, shower heads & shower arms, Popup assemblies, Bathtubs and showers, Glass, Shower enclosures and base pans, Bath tubs, Sinks, Toilet lids and seats, cracks, Cabling or grouting, Whirlpool jets, Whirlpool control panel, Water softeners, pressure regulators, Inadequate or excessive water pressure. Pipes which have failed due to excessive age.

*CRAST will pay up to \$500.00 per membership terms.

NOTE: CRAST will provide access to plumbing systems through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition up to \$250.00. CRAST 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.

13. DUCTWORK

COVERED* All standard ductwork through the residence. Attachments to HVAC units.

*NON-COVERED: Ductwork exposed to outside elements - Improperly sized ductwork - Separation due to settlement and/or lack of support-Cleaning

*CRAST will pay up to \$250 per membership terms.

14. TELEPHONE WIRING

*COVERED: Wiring located in the walls to main service

VII. SYSTEM PLAN COVERAGE DEPENDANT ON PLAN OUTLINED IN DECLARATION PAGE)

The System Plan coverage covers the components listed One (1) through Six (6). NOTE: You may purchase any Optional Gold Coverage for up to 31 days after commencement of Coverage with an additional waiting period. After the 60th day, optional coverage may be purchased provided an inspection is performed (at member's expense) and the inspection results are approved by CRAST. Optional coverage, regardless of date of purchase will continue only through the membership term. However, Coverage shall not commence until receipt of payment by CRAST and such Coverage shall expire upon expiration of Coverage period in Section II. CRAST will pay up to \$1,500 per item per membership term for access, diagnosis, repair or replacement unless otherwise stated per the items specific term.

1. WATER HEATER (Gas and/or Electric) Limited to one unit

*COVERED: (One unit) Gas Valve- Main Burner- Pilot Burner- Thermocouple- Regulator- Standard Thermostat- High Limit Thermostat- Manifold- Electrical Heating Element- Spark Electrode- Igniter- Pilot- Heating Element- Switch- Gas Burner- Anode Rod- Overload Protector- Flame Sensor- Gas Valve Assembly- Temperature- Regulator- Dip Tube-Drain Valve- Air Diverter- Relay- Flow Sensor.

2. AIR CONDITIONING/COOLER

Limited to two units. Coverage available on air conditioning units up to a 5 ton capacity and designed for residential use.

*COVERED: Electric Units below 21 SEER- Condenser- Defrost heating element- Standard Thermostat- Fuse-

Relay- Transformer- Blower Motor- Compressor- Capacitor- Dual Capacitor- Semi Conductors- Control Unit- Hot Coil-Cold Coil-Timer-Fan Control-Bearings-Fluid Pump-Electrodes-Electronic Circuits-Rectifiers.

*CRAST will pay up to \$25 per pound for refrigerant, Maximum limit 10 pounds limited to a one-time occurrence. Members are responsible for payment of any costs more than \$25 per pound. *Standard Thermostat shall not exceed cost of \$80.00

*Per EPA standards Freon (R-22) will become obsolete circa January 1, 2020. When Freon (R-22) is phased out, it will be the members responsibility to upgrade all equipment to federal or state code for it to be covered. On Jan. 1, 2020, The R22 phase out mandates that R22 refrigerant will no longer be manufactured. At this point CRAST will only include coverage for equipment which utilizes environmentally friendly R410A refrigerant.

*NON-COVERED: Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - Chillers - All exterior condensing, cooling and pump pads - Roof mounts, jacks, stands or supports - Condensate pumps - Cost for crane rentals - Air conditioning with mismatched condensing unit and evaporative coil - Improper use of metering devices - Thermal expansion valves - Refrigerant conversion - Leak detections - Water leaks - Drain line stoppages - Maintenance – Recapturing of Freon- Noise.

3. HEATING SYSTEMS OR BUILT-IN WALL UNIT

Limited to two units. Main source of heat to home up to 5 (five) ton capacity and designed for residential use.

*COVERED: Units below 21 SEER Units- *Forced air, Ducted Built-in-heater, Heat pumps, Boiler (Gas or Steam).* Power Switch-Wire Terminal-Independent Solenoid-Junction Box- Thermostat control- Pilot and Thermocouple- Drain Cock-Burners- Main Bruner- Limit Control- Pilot Burner- Flame Spreader- Regulator- Standard Thermostat- Manifold-Fuse- Transformer- Relay- Igniter- Sensor- Blower Motor- Power Pack- Bearings- Pulleys- Fan Control- Low Water Cut off- Coupler- Motor- Pressure Gauge- Pressure Control- Heat Coil.

*NON-COVERED: External Boiler Components-All components and parts relating to geothermal, water source heat pumps including: outside or underground piping, components for geothermal and/or water source heat pumps, redrilling of wells for geothermal and/or water source heat pumps, and well pump and well pump components for geothermal and/or water source heat pumps. Access - Radiators or valves - Baseboard casings - Radiant heating – Cracked heat exchangers- Dampers - Valves - Fuel storage tanks - Portable units - Solar heating systems - Filters - Line dryers and filters - Oil filters, nozzles, or strainers - Registers - Backflow preventers - Evaporator coil pan - Primary or secondary drain pans - Grills - Clocks - Timers - Add-ons for zoned systems - Heat lamps - Humidifiers - Flues and vents - Improperly sized heating systems - Mismatched systems Cable heat (in ceiling) - Calcium build-up - Maintenance. If the unit is over 10 years old CRAST will use the depreciation schedule, if the repairs outweigh the value of the unit.

*Standard Thermostat shall not exceed cost of \$80.00

4. INTERIOR ELECTRICAL

*COVERED: Interior Wiring- Fuse Box- Circuit Board- Circuit Breakers.

*NON-COVERED: Audio/video/computer/intercom/alarm or security wiring cable – circuit overload- Broken and/or severed wires- Fixtures- Switches- Outlets- Wire Tracing-Smart Home Equipment or Wiring. * CRAST will pay up to \$500.00 per membership terms.

5. INTERIOR PLUMBING SYSTEM

*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)-Shut off valves-Toilet Wax Ring Seals-Flush Valve-Refill Tube-Ballcock-Flapper-Fill Valve- Overflow Tube- tub valve, and diverter angle stops- Rinse and Gate Valves, Hose Bibs - P Traps

*NOT-COVERED: Piping failure which includes collapsed piping, freezing or damage from roots, Slab leaks, Polybutylene or Quest piping, Galvanized drain lines, Drum traps, Flange, Filters for faucets, fixtures, cartridges, shower heads & shower arms, Popup assemblies, Bathtubs and showers, Glass, Shower enclosures and base pans, Bath tubs, Sinks, Toilet lids and seats, Cabling or grouting, Whirlpool jets, Whirlpool control panel, Water softeners, pressure regulators, Inadequate or excessive water pressure. Pipes which have failed due to excessive age. *CRAST will pay up to \$500.00 per membership terms.

NOTE: CRAST will provide access to plumbing systems through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition up to \$250.00. CRAST 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.

6. DUCTWORK

COVERED* All standard ductwork through the residence. Attachments to HVAC units.

*NON-COVERED: Ductwork exposed to outside elements - Improperly sized ductwork - Separation due to settlement and/or lack of support-Cleaning

*CRAST will pay up to \$250 per membership terms.

VIII. PLATINUM COVERAGE (REQUIRES ADDITIONAL PAYMENT)

The Platinum coverage only covers the components listed one (1) through three (3). NOTE: You may purchase any Optional Platinum Coverage for up to 31 days after commencement of Coverage with an additional waiting period. After the 60th day, optional coverage may be purchased provided an inspection is performed (at member's expense) and the inspection results are approved by CRAST. Optional coverage, regardless of date of purchase will continue only through the membership term. However, Coverage shall not commence until receipt of payment by CRAST and such Coverage shall expire upon expiration of Coverage period in Section II. CRAST will pay up to \$1,500 per item per membership term for access, diagnosis, repair or replacement unless otherwise stated per the items specific term.

1. INTERIOR PLUMBING STOPPAGES

*COVERED: Unobstructed access to stoppage up to 75 ft from the access point, via snaking system i.e. sewer drain snake.

*NON-COVERED: Costs to locate or access cleanout not found or accessible, or costs with installing cleanouts, Stoppage caused by frozen piping, collapsed piping roots or foreign objects even within the homes foundation. Septic Systems *CRAST will pay up to \$200.00 per membership terms.*Stoppage clear out will be subject to a \$60.00 Diagnostic fee per service request, cleanout cannot be guaranteed.

2. BUILT-IN MICROWAVE

*COVERED: All components and parts, except:

*NON-COVERED: Doors – Seals - Hinges - Handles - Door glass - Lights - Interior linings - Trays - Clocks - Shelves - Portable or counter top units - Meat probe assemblies - Rotisseries.

*CRAST will pay up to \$500.00 per membership terms, an additional diagnostic fee will be applied if removal of the unit is necessary for complete diagnosis or age verification.

3. KITCHEN REFRIGERATOR ICE MAKER

*COVERED: All components and parts which affect the primary function of the ice maker

*NON-COVERED: Dispenser - Ice Crusher - Removable Parts - Water Lines – Leaks – Filters - Interior thermal shelves/Insulation

*CRAST will pay up to \$200.00 per membership terms.

IX. OPTIONAL COVERAGE (Requires Additional Payment)

Unless the Declaration page indicates that one or more of the following optional coverage(s) was purchased, the following components are not included for coverage under this membership. Please read your declaration page carefully and insure any additions you added are 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 additional item was purchased. After the 30th day, optional coverage may be purchased provided an inspection is performed (at member's expense) and the inspection results are approved by CRAST. Optional coverage, regardless of date of purchase will continue only through the membership term. CRAST will pay up to \$1,500 per item per membership term for access, diagnosis, repair or replacement unless otherwise stated per the items specific term.

A. POOL AND/OR SPA EQUIPMENT (Salt Water/Chlorinated)

Shared Equipment is covered. If equipment is not shared, then only one of the two is covered unless an additional fee is paid.

*COVERED: Coverage applies to in-ground, accessible working components and parts of the pumping and filtration system as follows: Pool Pump - Motor - Filter timer - Gaskets - Blower - Timer - Valves, limited to back flush, actuator, check, and 2 and 3-way valves - Relays and switches - Pool sweep motor and pump - Above ground plumbing pipes and wiring.

NOT-COVERED: Heater - Filters - Salt water filtration/osmosis, Salt water components- Control panels and electronic boards - Lights - Liners - Maintenance –cracked housing - Structural defects - Solar equipment - Jets - Ornamental fountains, waterfalls and their pumping systems *CRAST will pay up to \$500.00 per membership terms

*CRAST will pay up to \$500.00 per membership terms.

B. 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. *NON-COVERED: Holding or storage tanks - Digging - Locating pump - Pump retrieval - Redrilling 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 well pump components for geothermal and/or water source heat pumps. *CRAST will up to \$500 per membership terms.

C. SUMP PUMP

*COVERED: Permanently installed sump pump for ground water, within the foundation of the home or attached garage, except:

*NON-COVERED: Gray Water - Sewerage ejector pumps - Portable pumps - Backflow preventers - Check valves - Piping modifications for new installs.

*CRAST will pay up to \$500.00 per membership terms.

D. CENTRAL VACUUM

*COVERED: All mechanical system components and parts, except:

*NON-COVERED: Ductwork - Hoses – Access and Closing to floors, walls, and ceiling when locating or repairing a malfunction - Blockages - Accessories.

*CRAST will pay up to \$200.00 per membership terms.

E. STAND ALONE FREEZER

*COVERED: All parts and components that affect the operation of the unit, except:

*NON-COVERED: Ice-makers, crushers, dispensers and related equipment - Internal shell - Racks - Shelves - Glass displays - Lights - Knobs and caps - Dials - Door seals and gaskets - Door hinges - Door handles - Condensation pans - Clogged drains and clogged lines - Grates - Food spoilage – Freon - Disposal and recapture of Freon. *CRAST will pay up to \$500.00 per membership terms.

F. SECOND REFRIGERATOR

*COVERED: Main Control Board-Condenser- Motor-Condenser Fan Motor- Thermistor- Closing Cam- Electronics Circuits- Compressor- High Limit Thermostat- Temperature Control Thermostat- Temperature Sensor- Defrost Thermostat- Defrost Heater Assembly- Drive Motor- Defrost Timer- Evaporator Fan Motor- Clip- Snap Retaining Ring- Start Relay- Damper Control Assembly-Fan Blade- Start Device

*NON-COVERED: Icemaker unless additional fee is paid and listed in additional coverage's per the Declaration page. *CRAST will pay up to \$500.00 per membership terms.

G. SEPTIC SYSTEM

*COVERED: Sewage ejector pump - Jet pump - Aerobic pump - Septic tank and line from house. *NON-COVERED: Leach lines - Field lines - Lateral lines - Tile fields and leach beds - Insufficient capacity - Clean out - Pumping.

*CRAST will pay up to \$500.00 per membership terms.

H. KITCHEN REFRIGERATOR ICE MAKER

*COVERED: All components and parts which affect the primary function of the ice maker *NON-COVERED: Dispenser - Ice Crusher - Removable Parts - Water Lines – Leaks – Filters - Interior thermal shelves/Insulation.

*CRAST will pay up to \$200.00 per membership terms.

I. INTERIOR PLUMBING STOPPAGES

*COVERED: Unobstructed access to stoppage up to 75 ft from the access point, via snaking system i.e. sewer drain snake.

*NON-COVERED: Costs to locate or access cleanout not found or accessible, or costs with installing cleanouts, Stoppage caused by frozen piping, collapsed piping roots or foreign objects even within the homes foundation. Septic Systems *CRAST will pay up to \$200.00 per membership terms.*Stoppage clear out will be subject to a \$60.00 diagnostic fee per service request, cleanout cannot be guaranteed.

J. HOT WATER DISPENSER

*COVERED: All components and parts except:

*NON-COVERED: Leaks or breaks of any kind – Rust – Mold – Corrosion

*CRAST will pay up to \$200.00 per membership terms.

K. TANKLESS WATER HEATER

*COVERED: Heat Exchanger - Computer Boards - Sensors

*NON-COVERED: Timeliness of hot water –Thermostat- Insufficient sized unit for home – Piping – Valves (gas only) – Maintenance. *CRAST will pay up to \$750.00 per membership terms.

L. BUILT-IN MICROWAVE

*COVERED: All components and parts, except:

*NON-COVERED: Doors – Seals - Hinges - Handles - Door glass - Lights - Interior linings - Trays - Clocks - Shelves - Portable or counter top units - Meat probe assemblies - Rotisseries.

*CRAST will pay up to \$500.00 per membership terms, an additional diagnostic fee will be applied if removal of the unit is necessary for complete diagnosis or age verification.

X. LIMITATIONS OF LIABILITY

(1) The following are not covered during the membership term; (i) malfunction or improper operation due to rust or corrosion of all systems and appliances, (ii) collapsed ductwork, (iii) known or unknown pre- existing conditions.
 (2) CRAST is not responsible for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible.

(3) In the event a realtor arranged the transaction your waiting period begins after payment is processed by CRAST. The Administrator reserves the right to request a copy of an inspection report or a maintenance report for covered item.

(4) CRAST is not responsible for the repair of any cosmetic defects or performance of routine maintenance.

(5) Electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not covered.

(6) Old appliances and electronic equipment being mechanical may wear out. In addition, parts may not be available for older appliances: in these cases, the following guidelines will be implemented to provide a replacement allowance. For appliances, Water Heater and Additional Items 5 years or older CRAST will use a guide for a pro-rated amount based on age. For HVAC System 10 years or older CRAST will use a guide for a pro-rated amount based on age. For HVAC Proof of purchase of a new heating or cooling systems or appliance is required with a purchase receipt before the replacement allowance will be paid. All receipts for reimbursement must be received before the membership expiration date to be reimbursed.

(7) CRAST 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 refrigerant recovery, recycling, reclaiming or disposal. CRAST 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.

(8) CRAST is not liable for repair of conditions caused by 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, freezing, electrical failure or surge, water damage, lightening, 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)CRAST 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.

(10) CRAST has the sole right to determine whether a covered system or appliance will be repaired or replaced. CRAST is not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component or part thereof or with new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments. If parts are no longer available, CRAST will offer cash payment in the amount of the average cost between parts and labor of the covered repair. CRAST reserves the right to locate parts at any time. For the membership period, CRAST is not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, CRAST will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. CRAST reserves the right to rebuild a part or component, or replace with a rebuilt part or component.

(11) CRAST is not liable for repairs related to costs of construction, carpentry or other incidental costs associated with alterations or modifications of appliances, components or installation of different equipment and/or systems. Except as required to maintain compatibility with equipment manufactured to be 21 SEER and/or 7.7 HSPF or higher compliant, CRAST 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.

(12) If your membership is financed and your claim exceeds the amount you have paid in you will be required to pay the entire balance remaining before the repair is done. If your membership is past due on the monthly payment you will be subject to a \$10.00 late fee. If your membership is cancelled you will be responsible for the total amount of claims paid by CRAST and this will be deducted from any refund amount. In the event a claim is filed within the first 30 days outside the waiting period, the maximum payout will be \$150.00. After this period normal limits will apply.

(13) CRAST is not liable for normal or routine maintenance. CRAST will not pay for repairs or failures that result from the membership holder's failure to perform normal or routine maintenance. A prior satisfactory annual maintenance record from a licensed technician will be required before accepting a request for service on your HVAC system and/or Tankless Water Heater. Annual is defined as 12 calendar months or less. *If a failure is discovered during your annual maintenance check-up you will be required to provide prior proof of a satisfactory maintenance check-up within the last 12 months to receive service.

(14) CRAST is not liable for the repair or replacement of commercial grade equipment, systems or appliances.(15) CRAST reserves the right to obtain a second opinion at its own expense, you as the member have the right to receive a second opinion at your own expense, via a licensed technician of your choosing, if you do not agree with the first assessment, this must be in writing and submitted for review by CRAST.

(16) CRAST is not responsible for any repair, replacement, installation, or modification of either any covered system or appliance arising from a manufacturer's recall or defect of said covered items, nor any covered item while still under an existing manufacturers, distributors, or in-home warranty.

(17) CRAST reserves the right to offer cash back in lieu of repair or replacement in the amount of CRAST's actual cost (which at times may be less than retail) to repair or replace any covered system, component or appliance. All items in the home begin to apply to the depreciation schedule at 5 years of age unless otherwise stated in their specific section. You have the right to request a copy of the depreciation schedule at any time during your active membership or 30 day waiting period.

- CRASTs responsibility for repairs and/or replacement will never exceed the fair market value of the unit, in total, per the depreciation scale. If the current fair market value of your unit exceeds the maximum payout limit per the membership terms CRAST will not allocate more than the specified limit per item, per membership.
- If the cost of repair outweighs the current value of your unit, CRAST has the right to offer the remaining value to you in a cash buyout option, instead of preforming the repair, per the depreciation schedule.

• Cash in lieu must be confirmed by you within the timeline of an active account on the residence for funds to be released

(18) CRAST is not responsible for the repair or replacement of any system or appliance or component or part thereof that has been previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials, formula, manufacturing process or other manufacturing defect.

(19) CRAST will not pay for the repairs or replacement of any covered systems or appliances if they are inoperable as a result of known or unknown pre-existing conditions, long term failures, deficiencies and/or defects.
(20) You agree that CRAST is not liable for the negligence or other conduct of the Service Provider, nor is CRAST an insurer of Service Provider's performance. You also agree that CRAST is not liable for consequential, incidental,

indirect, secondary, or punitive damages. You expressly waive the right to all such damages. Your sole remedy under this agreement is recovery of the cost of the required repair or replacement, whichever is less. You agree that, in no event, will CRAST's liability exceed \$1500 per membership item for access, diagnosis and repair or replacement, unless otherwise stated.

(21) Unless otherwise stated, the aggregated total CRAST will pay per membership term is \$7500.

(22) CRAST is not responsible for repairs related to inadequacy, lack of capacity, improper installation, mismatched systems, oversized systems, undersized systems, previous repair or design, Secondary damage, manufacturer's defect, and any modification to the system or appliance.

(23) You may be charged an additional fee by the Service Provider 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.

(24) Anything that is not listed under Covered or Non-Covered will subsequently be a Non-Covered item from the membership guidelines.

XI. MEDIATION

In the event of a dispute over claims or coverage you agree to file a written notification with CRAST, and allow CRAST thirty (30) calendar days to respond to the notification. The parties agree to mediate in good faith before resorting to mandatory arbitration in the State of Georgia. If a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions, the parties agree to try first to settle the dispute by 1 mediator, the mediation administered under the rules of the American Arbitration Association in the Metropolitan Atlanta, Georgia under its Consumer Mediation Rules. Mediator and Arbitrator shall be selected by CRAST. If they are unable to do so, they agree to submit all disputes that are not resolved to arbitration before under the rules of American Arbitration Association in accordance with its Consumer Arbitration Rules. If the parties agree, the mediator involved in the parties' mediation can serve as the arbitrator. Any award of the arbitrator against CRAST cannot exceed \$1500 per claim or aggregate. You expressly waive all claims in excess of, and agree that its recovery shall not exceed, these amounts. Any such award shall be in satisfaction of all claims by You against CRAST and any of its agents or employees. If either party is required to defend itself in litigation, arbitration, or otherwise, then the defending party is entitled to recover from the instigating party the amount of attorneys' fees and expenses the defending party incurs in defending the litigation, arbitration, or other proceeding unless the instigating party substantially prevails in the litigation, arbitration, or other proceeding. To the extent that the instigating party seeks monetary relief, to substantially prevail means that the instigating party must recover at least 35% of whatever that party is seeking. YOU EXPRESSELY WAIVE ANY RIGHTS TO LITIGATE ANY ISSUES IN ANY COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND AGREE THAT MEDIATION AND ARBITRATION UNDER THIS PROVISION SHALL BE YOUR EXCLUSIVE REMEDIES.

GEORGIA Residents Only:

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 claim has been filed for which AFC 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.

TEXAS Residents Only:

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.

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 DISTRACT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

XII. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

(A) CRAST will not membership for services to meet current building or zoning code requirements or to correct for code violations, nor will it membership for services when permits cannot be obtained. CRAST will not pay for the cost to obtain permits.

(B) Except as required to maintain compatibility with equipment manufactured to be 21 SEER and/or 7.7 HSPF or higher compliant, CRAST is not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

XIII. MULTIPLE UNITS AND INVESTMENT PROPERTIES

(A) If the membership is for duplex, triplex, or fourplex dwelling, then every unit with in such dwelling must be covered by a CRAST membership with applicable optional coverage for coverage to apply to common systems and appliances.

(B) If this membership is for a unit within a multiple unit of 3 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.

XIIV TRANSFER OF MEMBERSHIP & RENEWALS

(A) If your covered property is sold during the term of this membership You must notify CRAST of the change in ownership and submit the name of the new owner by phoning 866-242-0629 in order to transfer coverage to the new owner.

(B) You may transfer this membership at any time. There is a \$50 fee to transfer membership. Once this transfer is confirmed the new member will be subject to the most current updates terms, which will be sent to the member and will reflect with their membership number. Any monetary amount used of the limits by the prior owner will apply to the new owner of the property.

(C) This membership may be renewed at the option of CRAST and where permitted by state law.

(D)All membership Terms are renewed automatically 30 days prior to agreement expiration date unless cancelled within that period by Administrator or member. Payment information provided initially will be used for all renewals unless member provides new information prior to payment date. Coverage ends in the event of non-payment. Your renewal will not have a 30 day 100% money back guarantee review period as you are a continued, nor will you have another waiting period.

(E)If a system or appliance was subject to the cashout/buyout option on the previous membership CRAST will not include coverage on the same item upon renewal, if the member purchased a new item after the cashout/buyout was concluded we will include coverage as long as the receipt has been submitted and confirmed.

XV. CLASS ACTION WAIVER

Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in

any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

XVI. CANCELLATION

THIS IS NOT A MEMBERSHIP OF INSURANCE

This membership shall be non-cancelable by CRAST except for:

(1) Nonpayment of membership fees; Failure to make payment of initial or Monthly payment;

If your membership is cancelled for non-payment no refund is due.

(2) Nonpayment of Diagnostic Fee, as stated in Section III;

(3) In the event you threaten, threaten to harm, use threatening language, make a CRAST agent fear for their safety or well being, or actually harm a CRAST Agent (not limited to sales, service or technicians) CRAST hold the right to terminate your membership. You will be notified of this termination in writing within 7-14 calendar days or the action.

(4) Fraud or misrepresentation of facts material by You to the issuance of this membership;

(5) Mutual agreement of CRAST and You. For new members you may cancel within the first 30 days of the order date for a refund of the paid membership. If canceled after 30 days, You shall be entitled to a pro rata, from the date the cancellation is received in writing, the refund of the paid membership fee, less any claims paid or time used in membership by CRAST. Refunds are assessed by full month periods. After 30 days there will be a \$75.00 cancellation fee.

(6) In regards to month to month memberships enrollment fees are non-refundable after the 30 day review period.

To cancel your benefits please send a certified letter addressed to:

CRAST Inc. Cancellation Department 1337 Canton Rd Building B Marietta, GA 30066

XVII. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the conflicts of law rules of such state