Extend®

Consumer Products Protection Plan

Terms and Conditions

Kaley

We're so glad You're here. We'd love to give You a tour of Your protection plan.

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1. Plan Introduction

1.1. Welcome to Your Extend Consumer Products Protection Plan. This document provides Your Plan's details, such as coverage information, instructions on how to file a claim, cancellation policies, and much more. Please reach out to Extend at support@extend.com or (877) 248-7707 should You have any questions. To file a claim, please see Section 6. "How to File a Claim."

2. Your Responsibilities

2.1. It's important that You read these terms and conditions carefully so that You fully understand Your coverage under this Plan. There are some limits, conditions, obligations, and exclusions designed to keep this Plan affordable for You and manageable for Us.

2.2. insurance policy You may have for the Covered Product.**This is not a contract of insurance.**

2.3. You must maintain the Covered Product as recommended by the manufacturer, owner's manual or any other warranty included with the Covered Product. **This is not a contract of insurance.**

2.4. You must keep this Plan as You may be required to produce it to obtain service. Refer to Your Purchase Confirmation to determine the Contract Term, Coverage Type and other important information that may affect Your coverage under this Plan.

3. Definitions

3.1. **Administrator**: Extend, Inc., 1710 Keller Parkway #8111, Keller TX 76248, (877) 248-7707, email support@extend.com.

3.2. **Contract Term**: the length of time coverage is provided by this Plan, as shown on Your Purchase Confirmation.

3.3. **Coverage Term**: the period that Your Covered Product is covered by this Plan, which begins upon the later of (i) the date of expiration of Your Covered Product's manufacturer or retailer warranty, or (ii) the purchase date of Your Plan (as shown on Your Purchase Confirmation), or (iii) the date following the termination of any Waiting Period, and ends after the Contract Term or when all of our obligations under this Plan end according to the terms of this Plan, whichever occurs first.

3.4. **Coverage Type**: the level of coverage You purchased and shown in the "What's Included in Your Plan" section of Your Purchase Confirmation. For enhanced coverages, such as Commercial, a description can be found in Section 4.2.

3.5. **Covered Product**: the product that is covered by this Plan and shown on Your Purchase Confirmation. The covered product may also include multiple eligible products sold under a single Stock Keeping Unit (SKU) number or as a bundle.

3.6. **Extend, Our, Us,**: the Obligor obligated to perform under this Plan, who may also be a seller of the Plan.

3.7. **Obligor**: Extend Warranty Services Corporation. except in Florida, Oklahoma, and Washington, where the Obligor of this Plan is Extend Protection Corporation. Both are located at 1710 Keller Parkway #8111, Keller TX 76248, (877) 248-7707.

3.8. **Plan**: this plan, which is a service contract between You and Us, inclusive of the Purchase Confirmation.

3.9. **Plan Price**: the price You paid for this Plan, as shown on Your Purchase Confirmation.

3.10. **Purchase Confirmation**: the purchase confirmation email from Extend or the Selling Retailer or the linked information provided on the sales receipt for the purchase of this Plan.

3.11. **Purchase Price**: the price You paid for the Covered Product excluding sales tax, delivery, installation, and handling, as shown on Your Purchase Confirmation.the manufacturer's suggested retail price (MSRP) for the Covered Product excluding sales tax, delivery, installation, and handling, as shown on Your Purchase Confirmation.

3.12. **Selling Retailer**: the entity selling the Covered Product(s) and this Plan as shown on Your Purchase Confirmation.

3.13. **You**: the purchaser of the Covered Product(s) and this Plan, as shown on Your Purchase Confirmation, including the lessor of the Covered Product (Lessor) if the Covered Product was acquired under an LTO arrangement, and any authorized transferee/assignee of the Purchaser.

3.14. **WAITING PERIOD: THE AMOUNT OF TIME BETWEEN THE PLAN PURCHASE DATE AND THE START OF THE COVERAGE TERM. IF YOU PURCHASED THIS PLAN AFTER THE DELIVERY DATE OF THE COVERED PRODUCT,3.3. AFTER A THIRTY (30) DAY WAITING PERIOD. ANY CLAIMS FILED BEFORE OR DURING THIS WAITING PERIOD ARE CONSIDERED PRE-EXISTING CONDITIONS AND NOT COVERED BY THIS PLAN.**

4. What is Covered

4.1. This Plan covers failures due to a defect in materials causing Your new Covered Product not to function as designed that is experienced during normal use in a residential setting during the Coverage Term. This Plan also covers operational failure resulting from a power surge while properly connected to a surge protector during the Coverage Term. **This Plan does not cover any claims that are covered under Your manufacturer warranty, Selling Retailer warranty, maintenance plan, or insurance policy You may have for the Covered Product. Failures caused by pre-existing conditions are not covered under this Plan.**

4.2. **ENHANCED COVERAGE**: If You purchased enhanced coverage the enhanced Coverage Type will be shown on Your Purchase Confirmation as indicated below:

4.2.1. **Battery**: Your Plan will include **up to two battery repairs or one replacements** if the rechargeable batteries that are included with the Covered Product fail due to a defect in materials or workmanship during the Coverage Term.

4.2.2. **Commercial**: coverage for commercial grade electronics, major appliances, office equipment, small appliances, and other items used in a commercial setting/environment (i.e., for use other than in a residential single-family setting).

4.2.3. **Used**: coverage for any previously owned and used, preowned, refurbished, repaired,

4.3. **CATEGORY SPECIFIC COVERAGE, this Plan also covers:**

4.3.1. Eyewear,

4.3.1.1.

4.3.1.2. scratches to scratch-resistant lenses that impair the line of vision, affecting visual acuity.

4.3.2. wear and tear.

4.3.3.

4.3.3.1.

4.3.4. Major Appliances**,** food spoilage resulting from a covered failure of Your refrigerator **up to $250.00 per incident.** Documented proof of loss will be required.

4.3.5. Personal Care, failure of rechargeable batteries included with the Covered Product that fails to hold a charge per the manufacturer guidelines,**excluding any failures resulting from an item"What Is Not Covered."**

4.3.6. Power Tools, failure of rechargeable batteries included with the Covered Product that fails to hold a charge per the manufacturer guidelines, **excluding any failures resulting from an item"What Is Not Covered."**

4.3.6.1.

4.3.7. Watches,

4.3.7.1. We agree to provide the following services:

4.3.7.1.1. if the bezel fails to hold the stone due to a defect in material and workmanship and such stone is lost, We will replace the stone **up to a maximum of .10 carat.**

4.3.7.1.2. **one (1)** battery replacement and installation from normal use.

5. What is Not Covered

5.1. **The following is not Covered by Your Plan unless specifically provided in Section 4. "What is Covered,"**

5.2. **ALL PRODUCT CATEGORIES**

5.2.1. **products not originally covered by a manufacturerunless a Waiting Period has been applied,**

5.2.2. **accidental damage,**

5.2.3. **damageLTO,or other agreement providing the same benefits,**

5.2.4. **damage**

5.2.5. **all pre-existing conditions that occur before the Coverage Term and that cause the mechanical or electrical failure of the Covered Product and/or any product sold used if used coverage is not purchased, or "AS-IS," including, but not limited to, floor models, demonstrations models, pre-owned, rental, etc.,**

5.2.6. **parts requiring replacement or repairs due to normal wear and tear unless tied to a failure, and items normally designed to be periodically replaced during the life of the Covered Product, including, but not limited to, batteries, light bulbs, projection bulbs, etc.,**

5.2.7. **damage from abnormal use, abuse, misuse, mishandling, neglect, improper operation, tampering with, the introduction of foreign objects into the Covered Product, unauthorized modifications, or alterations to a Covered Product, including altered serial numbers,**

5.2.8. **damage or failure caused by Your lack of following the manufacturer's instructions for operation, care, storage, cleaning, periodic checkups, or preventive maintenance of the Covered Product,**

5.2.9. **external causes of any kind, including third-party actions, fire, theft, insects, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, flood, water, acts of God, or consequential loss of any nature,**

5.2.10. **loss or damage caused by crime, invasion, rebellion, riot, strike, labor disturbance, lockout, or civil commotion,**

5.2.11. **theft, mysterious disappearance, misplacement, reckless, abusive, willful,**

5.2.12. **loss will be required**

5.2.13. **any product purchased for**

5.2.14. **service or replacement outside of the 50 states of the United States of America and the District of Columbia,**

5.2.15. **non-functional, non-operating, external or aesthetic parts including, but not limited to, decorative embellishments, plastic parts, knobs, rollers, baskets, glass, housings, insulation, conduit, handles, shelves,**

5.2.16. **cosmetic damage such as, but not limited to, nicks, scratches, peeling & dents,**

5.2.17. **unauthorized repairs and/or parts and damage caused by unauthorized repair personnel, improper attachments, problems due to improper repairs, transportation damage,**

5.2.18. **separately purchased accessories used in conjunction with a Covered Product,**

5.2.19. **noises**

5.2.20. **application programs, operating software, other software, loss of data**
5.2.21. **deletion of data**
5.2.22. **any expansion of the channel or frequency range capabilities of the Covered Product, circuit adjustments required to receive any station, service, or adjustments due to changes in external power or water supply, water and power connectors and connections, reception, or normal signal,**
5.2.23. **repair or one**
5.2.24. **failures which are not reported during the Coverage Term.**

5.3. **CATEGORY SPECIFIC EXCLUSIONS:**

5.3.1. **Electronics:**
5.3.1.1. **overheating caused by vermin, fan blockage,**
5.3.1.2. **any storage media damaged by malfunctioning parts,**
5.3.1.3. **corruption of any program, data, or setup information resident on any hard drives and internal or external removable storage devices, because of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Plan, and damage caused from refilled ink cartridges and toner and ink cartridges, cables.**
5.3.1.4. **loss or damage to drones caused by Your failure to use reasonable care, including but not limited to, Your failure to take proper pre-flight checkup measures (such as not reading instructions of flying tutorials) and properly charge or secure battery before use, flying past the line of sight, flying indoors, intentional crashes, reckless flying, and, racing,**
5.3.1.5. **drone flying in weather conditions likely to cause crash (high winds, rain, snow, natural disasters, etc.**
5.3.1.6. **drone flyaway, lost drones.**

5.3.2. **Eyewear:**
5.3.2.1. **damage caused by , Pets, chemicals, and tarnishing of frames,**
5.3.2.2.
5.3.2.3. **damage from tampering with elements designed to secure lens and/or arms,**
5.3.2.4. **installation of a non-authorized lens and frame fit issues,**
5.3.2.5. **service**

5.3.3.
5.3.3.1.

5.3.4. **Major Appliances:**
5.3.4.1. **any installed accessory item such as gas**
5.3.4.2. **cost of installation, setup, diagnostic charges, disconnect, haul away,**

5.3.5. **Power Tools:**
5.3.5.1. **tune-ups, damage caused by operation with fuels, oils,**
5.3.5.2. **repair caused by normal product vibration, routine maintenance, fuses, filters, consumables, exterior power cords, cosmetic adjustment or replacement, shell separating or cracking, paint changes, corrosion, rust,**
5.3.5.3. **any repair for grinding of valves to increase compression, oil consumption, stuck rings, shipping, or freight, burned valves, tuliped valves, adhesives, shop supplies, environmental charges, miscellaneous charges, internal or external corrosion, electrolysis, salt, or any other environmental condition, inadequate or improper storage/layup, loss or damage to optional equipment.**

5.3.6. **Vehicle Batteries:**
5.3.6.1. **battery leakage, and batteries that are merely discharged,**
5.3.6.2. **batteries used in vehicles for rideshare**
5.3.6.3. **labor charges, installation charges, taxes,**

5.3.7. **Vehicle Parts:**
5.3.7.1. **damage caused by accident,**
5.3.7.2. **damage caused by the failure of a non-covered product,**
5.3.7.3. **labor charges, installation charges, taxes, or legislatively imposed fees to remove, replace and dispose of automotive, motorcycle, marine, or RV parts and accessories.**
5.3.7.4. **damage to any Covered Product installed on a vehicle used for marine, off-road, or racing purposes, unless the Covered Product was designed and designated for such use by the manufacturer, such use was covered by the manufacturer or Selling Retailer warranty, and such warranty has expired.**

5.3.8. **Watches:**
5.3.8.1. **cosmetic damage such as dents, scratches,**
5.3.8.2. **leather and cloth bands,**
5.3.8.3. **fading of luminous, peeling of paint**
5.3.8.4. **loss of gemstones and flaws in gemstones,**

5.3.8.5. **modifications and unauthorized repairs.**

6. How to File a Claim

6.1. You must follow all the procedures stated below to be eligible for service under this Plan and provide any photos or documentation of any damage to Your Covered Product and any other information reasonably requested by the Administrator. **Your failure to comply may disqualify Your claim**.

6.2. We determine the coverage eligibility of Your Covered Product based on this Plan document, the information You provide to Us when You submit Your claim, and, in some cases, the findings of an authorized technician during a service visit We arrange. Similarly, if an authorized technician finds the nature of the damage to be different from what You report to Us, Your claim might not be covered under this Plan.

6.3. at .

6.4. Please contact the Administrator and You will be advised on how to obtain service or a replacement. To do so, email support@extend.com, go online at https://customers.extend.com/claims, or call the toll-free number at (877) 248-7707 during normal business hours.

6.5. **Do not return the Covered Product to the Selling Retailer or obtain unauthorized service without instruction from the Administrator as this Plan will not cover failures or damage resulting from unauthorized service, except as provided for in Section 7.1.2. You are responsible for the payment of any deductible as shown on Your Purchase Confirmation.**

7. Service Procedures and Limit of Liability

Depending on the Covered Product and failure

7.1. Repair Your Covered Product (on-site, mail-in, such as coverage information at Our discretion):

7.1.1. **All repairs other than emergency repairs described below, must be authorized by the Administrator before the performance of work or Your claim may be denied.** If You refuse service after We have dispatched the repair servicer to Your location, You will be billed for that servicer's applicable trip charge.

7.1.2. If a repair technician authorized by Us is unavailable within Your geographic area, We may, at Our sole discretion, issue a repair allowance to be applied towards repair costs for a third-party repair arranged by You. The amount of the allowance shall be based on the cost of repairs. Prior to any work being performed, You may be required to submit a repair estimate from a qualified service provider and receive Our written approval. Any approved stipend is subject to the Limit of Liability and may require the submission of a valid, itemized receipt and proof of service. Issuance of a stipend will fulfill all Our obligations under this Plan related to the claim.

7.1.3. If an emergency occurs after normal business hours and We cannot be reached, You can proceed with repairs. If covered under the terms of this Plan, We will reimburse You or the service vendor in accordance with the Plan provisions, **up to the Limit of Liability.** You must submit all receipts and documentation within 48 hours of the emergency.

7.1.4. If applicable, We recommend that You back up all data on Your Covered Product before obtaining service, as repairs to Your Covered Product may result in the deletion of data.

7.1.5. **SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS PLAN ARE YOUR RESPONSIBILITY.**

7.2. Replace Your Covered Product with a product of like kind, quality, and functionality:

7.2.1. If Your Covered Product**up to the Limit of Liability.** If the Covered Product is comprised of more than one item sold under a single SKU, **We will replace the affected item only.** The replacement product may be a future or current version of Your original Covered Product or part. In cases where replacement is not reasonably possible, You will be paid a settlement as described in 7.3.

7.3. Provide a financial credit/settlement in the form of a check,store credit**not to exceed the Limit of Liability.**

7.3.1. The amount of the settlement is determined by Us and based on the type of damage, the age of the Covered Product, and the Purchase Price less any claims costs, **not to exceed the Limit of Liability.** Your settlement should be redeemed within a reasonable amount of time, not to exceed ninety (90) days after We notify You of Your settlement. Your acceptance of a settlement will complete the coverage and all Our obligations under this Plan for Your Covered Product.

7.4. If You purchased a Plan and the Covered Product through an LTO agreement, any replacement or settlement described in paragraphs 7.2. or 7.3. will be arranged with the owner of the Covered Product at the time of a replacement or settlement. This will be the lessor if You have not yet acquired ownership of the Covered Product. The lessor is responsible for applying any settlement toward Your remaining LTO. In all other respects, You, the lessee, will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered.

7.5. **Worldwide Service**: Worldwide service will arrange for the repair of the Covered Product during the Coverage Term when You travel outside of the United States for a limited period of time. If the Covered Product needs repair while You are in possession of it outside of the United States, **You must contact the Administrator via email at support@extend.com to**

obtain a proper repair authorization number prior to work being performed. You will need to carry the Covered Product into an authorized service center designated by the Administrator, have the service center provide an estimate for the repair, and provide the estimate to the Administrator by email, so the total repair cost can be approved. You must submit payment to the service center for the costs of the repair to the Covered Product and then submit to the Administrator a detailed service repair invoice that identifies the Covered Product, the repair authorization number, and includes a thorough description of the repair made. You must send this documentation to the Administrator. The Administrator will reimburse You within thirty (30) days of receipt of all necessary paperwork, provided a covered repair was performed to the Covered Product. N**ote: Worldwide service does not include shipping or on-site (at home) service charges. If the Covered Product cannot be repaired, You must contact the Administrator for further resolution, which may include Section 7.2. or Section 7.3. above.**

7.6. **Limit of Liability: The most We will pay under this Plan during the Coverage Term for all claims is the Purchase Price.**

7.7. **Expiration:** This Plan shall expire and all Our obligations under this Plan fulfilled upon the earliest of the Coverage Term ending, the replacement of Your Covered Product, issuance of a settlement in lieu of replacement, or if the Limit of Liability has been met.

8. Cancellation

8.1. You may cancel this Plan for any reason at any time by contacting Extend Consumer Products Protection Plan at (877) 248-7707, mailing Us notice of cancellation at 440 N. Barranca Ave #4904, Covina, CA 91723, calling (877) 248-7707, visiting www.extend.com/contact, or emailing support@extend.com. If You request cancellation within sixty days of the date of the Plan purchase date and no claim has been made under the Plan, You will receive a 100% refund of the Plan Price. For any other cancellation request, You will receive a pro-rata refund (based on the elapsed Coverage Term) of the Plan Price, less paid claims under this Plan, and less an administrative fee not to exceed the Plan Price or $50, whichever is less.

8.2. If You cancel this Plan within sixty days from the purchase date, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty for each month that a refund is not provided within thirty (30) days of Your notice of cancellation.

8.3. We may cancel this Plan for fraud, material misrepresentation, omission, or a substantial breach of Your contractual obligations under this Plan, including those concerning the Covered Product or its use, or non-payment by You, or if required to do so by a regulatory authority. You will receive a pro-rata refund (based on the elapsed Coverage Term) of the Plan Price, less the costs of paid claims (if any).

8.4. If this Plan was inadvertently sold to You in a jurisdiction where the Plan is not available for sale or on a product which was not intended to be covered by this Plan, We will cancel this Plan and return the full Plan Price to You, less paid claims under this Plan (if any).

9. Conditions

9.1. **Renewal**: Renewal of Your Plan will be at Our discretion.

9.2. **Transferability**: This Plan is not transferable.This Plan is transferable by the original Purchaser for the balance of the original Coverage Term. The Covered Product may be registered at https://customers.extend.com with the date of new ownership, new owner's name, complete address, and telephone number for coverage to continue for the new owner. The new owner must reside in the territory shown in Section 9.3. The manufacturer warranty may not be transferable. This Plan does not replace the manufacturer or Selling Retailer warranty and provides no coverage therein, except as noted above.

9.3. **Territories**: The sale of the Plan is limited to the United States of America, including the District of Columbia, as well as Puerto Rico, Guam,and U.S. Virgin Islands only. This Plan is not available for sale in Canada or the U.S. Territories of Guam, Puerto Rico, or U.S. Virgin Islands.

9.4. **Subrogation**: If We pay or render service for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recovery. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.

10. Legal Disclosures

10.1. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**: To the extent permitted by applicable law, You agree that all claims or disputes arising from or relating to this Plan, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Obligor, Selling Retailer, or the insurer listed in Section 10.4. "Insurance" will be settled by impartial arbitration by a single arbitrator (Arbitrator). You agree that any arbitration will take place on an individual basis only, and You agree to waive the right to participate in class arbitrations and class actions. To initiate arbitration, You must notify the Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing the Administrator with at least three (3) proposed arbitrators. The Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If the Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

10.2. **Entire Agreement**: This Plan along with your Purchase Confirmation, shall constitute the entire Plan relating to Your coverage. These documents will confirm Your eligibility to receive service under this Plan. No verbal or written representations by any Selling Retailer or marketing materials outside of this Plan shall be of any legal effect to this Plan.

10.3. **Severability**: Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.

10.4. **Insurance**: Our obligations under this Plan are guaranteed under service contract reimbursement policies issued by ARI Insurance Company in the state of Alaska, Wesco Insurance Company in the state of Washington, and Technology Insurance Company, Inc. in all other states. ARI Insurance Company can be reached at 400 Executive Boulevard, 4th Floor, Southington, CT, 06489, 877-882-1304. Wesco Insurance Company and Technology Insurance Company, Inc. can be reached at 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-505-4048. If, within sixty (60) days, We have not paid a covered claim, provided You with a refund, or You are otherwise dissatisfied, You may make a direct claim under these service contractual liability policies.

10.5. **Payment Limitations**: This Plan and each party's obligations hereunder are subject to applicable law and regulation, including, without limitation, to applicable export control laws and regulations of the United States in all applicable jurisdictions, including economic and trade sanctions administered by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"). In furtherance of the foregoing, in no event will We be obligated to make any payment in connection with this Plan that would violate any order, guidance, or other instruction issued by any governing body in the United States (including OFAC), or any other jurisdiction applicable to Us.

11. State Requirements and Disclosures

Alabama: The administrative fee in Section 8.1. is revised to state that it will not exceed the cost of the contract or $25, whichever is less. The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment or a material misrepresentation relating to the Covered Product or its use. Claims paid will not be deducted from any refund amount due.

Arizona: The Cancellation Provision is revised to state: We may not cancel or void this Plan for any of the following reasons: 1) due to acts or omissions of Us or Our assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner; 2) Pre-existing conditions that were known or that reasonably should have been known by Us or the person selling the Plan on Our behalf; 3) Prior use or unlawful acts relating to the Covered Product; 4) Misrepresentation by either Us or the person selling the Plan on Our behalf. The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross amount paid by You or $50, whichever is less, but shall in no case exceed the amount of the refund owed to You. We will not exclude pre-existing conditions if such conditions were known or should reasonably have been known by Us or the Selling Retailer. The Arbitration provision, 10.1, is revised to state: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-2499.

Arkansas: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

California: The Cancellation Provision is revised as follows: You may cancel this Plan for any reason at any time by mailing notice to Us at 440 N. Barranca Ave. #4904, Covina, CA 91723, calling (877) 248-7707, visiting www.extend.com/contact,support@extend.com. If You cancel this Plan within sixty days after Your receipt of the Plan, and no claims have been made, We shall refund or credit You the Plan Price. For all other cancellations by You, We shall refund or credit You a pro-rata refund based on elapsed time or an objective measure of use such as the retail value of any service performed. If You cancel this Plan after sixty (60) or thirty (30) or ninety (90) or one hundred (100) or one hundred twenty (120) days, We will deduct an administrative fee not to exceed ten percent (10%) of the Plan Price or $25, whichever is less, from any refund owed to You. If You cancel this Plan, a 10% per annum interest payment for each additional thirty (30) days or a fraction thereof shall be added to a refund that is not paid or credited within 30 days after cancellation.

Colorado: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross Plan Price paid by You or $50, whichever is less. If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Connecticut: If this Plan is for less than a period of one (1) year, this Plan will be automatically extended while the Covered Product is in Our custody for repair under the terms of this Plan. If You are unable to resolve any disputes arising under this Plan, You may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at PO Box 816, Hartford, CT 06142-0816. You are entitled to utilize the Insurance Commissioner's arbitration process to settle any disputes arising under this Plan.

District of Columbia: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross Plan Price paid by You or $50, whichever is less. If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Florida: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the unearned pro-rata Plan Price or $50, whichever is less. The rate charged for this Plan is not subject to regulation by the Office of Insurance Regulation. Our license number is: 49935.

Georgia: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty days from the date of purchase, We shall refund or credit You the full Plan Price, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty days from the date of purchase, We shall refund or credit You the prorated Plan Price based on elapsed time of the Plan, decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed 10% of the unearned pro-rata Plan Price, or $50, whichever is less. If You cancel this Plan within sixty days from the date of purchase, then We will pay a penalty of ten percent (10%) for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. We may cancel this Plan for fraud, material misrepresentation, or non-payment by You. If We cancel this Plan, We will provide You with written notice at least thirty (30) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. The Arbitration Provision, 10.1., is revised to state that arbitration is non-binding. In Section 5. What is Not Covered, 5.2.5., is deleted and replaced with the following: all pre-existing conditions known to You that occur before the Coverage Term and that cause the mechanical or electrical failure of the Covered Product and/or any product sold used if used coverage is not purchased, or "AS-IS," including, but not limited to, floor models, demonstrations models, pre-owned, rental, etc.

Hawaii: The Cancellation Provision is revised as follows: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Idaho: We will only provide settlement under this Plan where service, repair,

Illinois: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price or $50, whichever is less.

Iowa: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Maine: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty days from the date of purchase, and if no claim has been made under the Plan, then We will pay a monthly penalty of ten percent (10%) of the Plan Price outstanding for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. The administrative fee shall not exceed ten percent (10%) of the Plan Price paid by You or $50, whichever is less. If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. The Insurance provision, 10.4., is revised as follows: If We fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the Plan Price, within 60 days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

Maryland: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the value of the consideration paid for the Plan for each month that a refund is not provided within 30 days of Your notice of cancellation. This Plan is extended automatically when We fail to perform the services under the Plan. This Plan does not terminate until the services are provided in accordance with the terms of the Plan.

Massachusetts: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Michigan: If the Covered Product under this Plan is a home appliance, then the following applies: If the performance of the Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

Minnesota: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation unless the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use, in which case, the notice will be provided at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation.

Mississippi: We will only provide settlement under this Plan where service, repair,

Montana: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Nevada: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the Plan Price for each 30-day period or portion thereof that a refund is not provided within thirty (30) days of Your notice of cancellation. If this Plan has been in effect for at least 70 days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the Plan; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold. If this Plan is canceled, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. Claims paid will not be deducted from any refund owed. The administrative fee is replaced with a cancellation fee which shall not exceed the Plan Price or $25, whichever is less. If You are not satisfied with the manner in which We are handling a claim under the Plan, You may contact the Nevada Commissioner of Insurance via the toll-free telephone number (888) 872-3234.

New Hampshire: In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, or via telephone: (800) 582-3414. The Arbitration Provision, 11.1., is revised to add: Arbitration under this Plan shall not impede Your rights under RSA 542 and shall be subject to RSA 542. The administrative fee in Section 8.1. is revised to state that it will not exceed ten percent (10%) of the Plan Price or $50, whichever is less. No claims paid will be deducted from any refund owed to You.

New Jersey: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use. If You cancel this Plan within sixty days from the date of purchase, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty, based on the Plan Price, for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. **This service contract is**

not in the nature of a guaranty 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.

New Mexico: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price or $50, whichever is less. If You cancel this Plan within sixty days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the Plan Price for each thirty-day period or portion thereof that a refund is not provided within thirty (30) days of Your notice of cancellation. If this Plan has been in effect for at least 70 days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (1) failure by the holder to pay an amount when due; (2) conviction of the holder of a crime that results in an increase in the service required under the Plan; (3) discovery of fraud or material misrepresentation by the holder in obtaining the Plan or in presenting a claim for service thereunder; or (4) discovery of either of the following if it occurred after the effective date of the Plan and substantially and materially increased the service required under the Plan: (a) an act or omission by the holder; or (b) a violation by the holder of any condition of the Plan. this Plan is cancelled, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 1-855-427-5674.

New York: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

North Carolina: The Cancellation Provision is revised as follows: We may only cancel this Plan for nonpayment or a direct violation of the Plan by the consumer where the Plan states that the violation of the Plan would subject the Plan to cancellation. The administrative fee shall not exceed ten percent (10%) of the amount of the pro-rata refund or $50, whichever is less.

Oklahoma: Section 10.4 is revised to state: Our obligations under this Plan are guaranteed under a contractual liability policy issued by Continental Casualty Company. The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the unearned pro-rata Plan Price or $50, whichever is less. Oklahoma license number: 514801679. This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. If, within 60 days, We have not paid a covered claim, provided You with a refund, or You are otherwise dissatisfied, You may make a direct claim under this contractual liability policy.

Oregon: Section 10.1. is deleted and replaced as follows: Any decision to settle a dispute by arbitration must be a mutual agreement by the parties. If mutually agreed upon, then arbitration shall be conducted under local rules as required under ORS Chapter 36.

South Carolina: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use. In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

Tennessee: When there is a failure of the Covered Product under the Plan, the Plan shall be extended by the number of days You are deprived of the use of the Covered Product by reason of the Covered product being in repair; plus two (2) additional working days.

Texas: The Insurance provision, 10.4., is revised as follows: You may apply for reimbursement directly with the insurer if a covered service is not provided to You by Us before the 61st day after the date of proof of loss, or a refund or credit is not paid before the 46th day after the date on which You cancel the Plan. The Cancellation Provision is revised as follows: If You cancel this Plan within sixty days from the date of purchase, We shall refund or credit You the full Plan Price, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty days from the date of purchase, We shall refund or credit You the prorated Plan Price based on elapsed time of the Plan, decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed the cost of this Plan or $50, whichever is less. If You cancel this Plan, then We will pay a penalty of ten percent (10%) of the amount outstanding for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, fraud, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use. Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation at 920 Colorado Street, Austin, Texas 78701, or via telephone: (800) 735-2989. The Administrator's license number is #292.

Utah: Section 10.4. is revised to state: If We fail to pay or provide service on any claim under this Plan within sixty (60) days after proof of loss has been filed, or We cease to do business or go bankrupt, You may make a direct claim under Our service contract reimbursement insurance policy. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. **Purchase of this Plan is optional and is not required in order to finance, lease, or purchase a consumer product.** We may not cancel this Plan except for material misrepresentation; substantial change in the risk assumed, unless We should have reasonably foreseen the change or contemplated the risk when entering into the contract; or substantial breach of contractual duties, conditions, or warranties, including non-payment. If We cancel, We will mail to You via first-class mailing written notice at least thirty (30) days in advance, stating the reason and effective date of cancellation. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

Virginia: If any promise made in the Plan has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml.

Washington: The Arbitration provision, 10.1., is revised to state: Arbitration proceedings may be held at a location in closest proximity to Your permanent residence. The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least twenty-one (21) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation.

Wisconsin: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The Cancellation Provision is revised as follows: We may only cancel this Plan for nonpayment of the Plan Price, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by the You relating to the Covered Product or its use. If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty of the refund amount outstanding for each month that a refund is not provided within 30 days of Your notice of cancellation. The administrative fee shall not exceed ten percent (10%) of the Plan Price or $50, whichever is less. In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, a service contract holder shall be entitled to cancel the service contract and receive a pro-rata refund of any unearned Plan Price, less any claims paid. The Arbitration provision, 10.1., is revised to state that arbitration is non-binding.

Wyoming: The Arbitration provision, 10.1., is deleted in its entirety. The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least ten (10) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.