



Protection Plan by Extend™

Terms and Conditions

Welcome.

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

This document will cover:

1. Plan Introduction
2. Your Responsibilities
3. Definitions
4. Eligibility
5. What is Covered
6. What is Not Covered
7. How to File a Claim
8. Service Procedures and Limit of Liability
9. Cancellation
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1. Plan Introduction

- 1.1. Welcome to Your Protection Plan by Extend. When purchased for the Covered Product, this Plan provides coverage as described in Section 5. "What is Covered." This document outlines all the details of Your Plan, such as coverage information, instructions on how to file a claim, cancellation policies, and lots more. Please reach out to Extend at support@extend.com or (877) 248-7707 if You have any questions or for product related questions contact Sleep Number at sleepnumber.com/support or call the toll-free number at (877) 557-3965.

2. Your Responsibilities

- 2.1. Please read these terms and conditions carefully so that You fully understand Your coverage and make an informed decision. We draw Your attention to the limitations, conditions, obligations, and exclusions stipulated under this Plan, which is designed to keep this Plan affordable for You and manageable for Us.
- 2.2. This Plan does not replace Your manufacturer or Selling Retailer warranty, maintenance plan, insurance policy, or other extended warranty. This is not a contract of insurance.
- 2.3. You must maintain the Covered Product as recommended by the manufacturer's owner's manual, user guide, or any other warranty included with the Covered Product.
- 2.4. You must keep this Plan as You may be required to provide it to obtain service. Refer to Your Purchase Confirmation to determine the Contract Term 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, support@extend.com.
- 3.2. **Breakage:** unexpected accidental damage that does not include Failure.
- 3.3. **Contract Term:** the length of time coverage is provided by this Plan, as shown on Your Purchase Confirmation.
- 3.4. **Coverage Term:** the period that Your Covered Product is covered by this Plan which begins upon the later of (i) the original delivery date of Your Covered Product (if Covered Product individual items are shipped or delivered separately) or (ii) the purchase date of Your Plan or (ii), and ends after the Contract Term, as shown on Your Purchase Confirmation. Our obligation under this Plan will cease at the end of the Coverage Term unless ending earlier according to the terms of this Plan.
- 3.5. **Covered Product:** a single furniture item or multiple furniture items/products sold under a single Stock Keeping Unit (SKU), or two furniture items sold under two separate SKUs that are purchased at the same time (unless indicated otherwise in Section 4. "Eligibility") that is covered by this Plan and shown on Your Purchase Confirmation.
- 3.6. **Extend, Our, Us, or We:** the Obligor obligated to perform under this Plan, who may also be a seller of the Plan.
- 3.7. **Failure:** mechanical, electrical, or structural breakdown of Your Covered Product causing Your Covered Product not to perform its intended function due to defects in materials or workmanship during normal use.
- 3.8. **Obligor:** Extend Warranty Services Corporation except in Florida, Oklahoma, and Washington where the Obligor of this Plan is Extend Protection Corporation, both located at 1710 Keller Parkway #8111, Keller TX 76248, (877) 248-7707.
- 3.9. **Pet:** a cat, dog, bird, fish, rabbit, hamster, guinea pig, gerbil, caged reptile, or caged amphibian kept in the home for companionship purposes, including service animals.
- 3.10. **Plan:** this plan or service contract between You and Us, including the Purchase Confirmation.
- 3.11. **Plan Price:** the price You paid for this Plan, as shown on Your Purchase Confirmation.
- 3.12. **Purchase Confirmation:** Your purchase confirmation email from Extend or the Selling Retailer or the linked document provided on the sales receipt for the purchase of this Plan.
- 3.13. **Purchase Price:** the price You paid for the Covered Product, excluding sales tax, delivery, installation, and handling, as shown on Your Purchase Confirmation.
- 3.14. **Selling Retailer:** the entity selling the Covered Product and this Plan as shown on Your Purchase Confirmation.
- 3.15. **You, Your, or Purchaser:** the purchaser of the Covered Product(s) and this Plan, as shown on Your Purchase Confirmation.

4. Eligibility

The following mattress and base items used in a residential setting, as defined below, may be eligible for coverage. Note: this Plan may not be offered on all products:

- 4.1. **Adjustable Base:** a single adjustable base designed to provide adjustable head and/or foot positioning that is purchased in the same transaction as the Mattress purchase. If applicable, this includes a base that is upholstered with fabric.
- 4.2. **Integrated Base:** a single non-adjustable base designed to provide a firm level surface for the Mattress. (either with or without a frame) that is purchased in the same transaction as the Mattress purchase. If applicable, this includes a base that is upholstered with fabric.

- 4.3. **Climate360® Smart Bed:** an Adjustable Base and Mattress that also features active heating and cooling. If applicable, this includes a base that is upholstered with fabric.
- 4.4. **Mattress:** a Sleep Number® smart bed or a Sleep Number 360® smart bed with adjustable settings for firmness and support, and more.

5. What is Covered

- 5.1. **Adjustable Base, Integrated Base, or Climate360 Smart Bed's Adjustable Base:**
 - 5.1.1. This Plan provides coverage for Failures and Breakage to the following components during normal use, except for what is listed in Section 6. "What is Not Covered."
 - 5.1.1.1. Frames.
 - 5.1.1.2. Welds.
 - 5.1.1.3. Mechanisms (including inclining, reclining, heating, and cooling, if applicable).
 - 5.1.1.4. Electrical components (including motors and wiring).
 - 5.1.1.5. We will provide service under this Plan only for Failure of a component part of Your Covered Product that was originally installed by the manufacturer and covered by an original manufacturer warranty or Selling Retailer warranty and for such portion of the original manufacturer or Selling Retailer warranty that has expired.
 - 5.1.2. We will provide coverage only for that portion of the original manufacturer or Selling Retailer warranty that has expired. For example, if the warranty for labor has expired, but the prorated warranty for parts remains in effect, then We will be responsible for the labor and Your prorated portion of the part required to repair or replace component parts of Your Covered Product, or to replace Your Covered Product as provided by this Plan.
 - 5.1.3. **Upholstered Adjustable Base, or Integrated Base, or Climate360 Smart Bed's Adjustable Base:** If the Adjustable Base or Integrated Base or Climate360 Smart Bed's Adjustable Base is upholstered, We will also provide coverage for the following or Breakage that arise from a specific occurrence during normal use, except for what is listed in Section 6. "What is Not Covered."
 - 5.1.3.1. Burns that are not caused by a fire.
 - 5.1.3.2. Punctures, cuts, tears, or rips.
- 5.2. **Mattress and Climate360 Smart Bed's Mattress:** This Plan provides coverage for the following Failures and accidental damage that arise from a specific occurrence during normal use, except for what is listed in Section 6. "What is Not Covered."
 - 5.2.1. Burns that are not caused by a fire.
 - 5.2.2. Punctures, cuts, tears, or rips.
 - 5.2.3. Seam separation.
 - 5.2.4. Failure of mechanisms, hinges, joints, motors, chamber, control box, cover, frame, hose, pump, firmness control system, smart control system, levers or power or cords used for support, thermal module, heating, and cooling applications, which were originally installed by the Mattress or Climate360 Smart Bed manufacturer and covered by an original manufacturer warranty and a portion of such warranty has expired. We will provide coverage only for that portion of the original manufacturer or Selling Retailer warranty that has expired. For example, if the warranty for labor has expired, but the prorated warranty for parts remains in effect, then We will be responsible for the labor and Your prorated portion of the part required to repair or replace component parts of Your Covered Product, or to replace Your Covered Product as provided by this Plan.

6. What is Not Covered

Some causes and some types of Failure or damage are not eligible and are therefore excluded from coverage under this Plan. This Plan does not cover Breakage or Failure that is not specifically listed in Section 5. "What is Covered" or any of the following:

- 6.1. **ALL PRODUCT CATEGORIES**
 - 6.1.1. any Failure that occurs before the expiration of the manufacturer or Selling Retailer warranty,
 - 6.1.2. any stain, including but not limited to, those caused by food and beverages, household items, human and Pet bodily fluids/waste,
 - 6.1.3. Breakage or Failure if You have not fulfilled Your responsibilities as described in this Plan,

- 6.1.4. loss or injury to a person, or loss or damage to other property, or any incidental, contingent, special, or any direct or indirect loss and consequential damages, including, but not limited to, losses incurred due to any delay in rendering service under this Plan, or resulting in loss of use,
- 6.1.5. damage, or Failure that is covered by a recall or factory bulletins. This exclusion applies even if the manufacturer is no longer doing business as an ongoing enterprise,
- 6.1.6. any damage, or Failure fully covered under any maintenance plan, manufacturer warranty, extended warranty, Selling Retailer warranty, homeowner's or renter's or other insurance policy, credit card protection program, lease-to-own, or other protection plan,
- 6.1.7. when the actions listed in Section 7. "How to File a Claim" have not been followed,
- 6.1.8. any consumables (items designed to be periodically replaced during the life of the Covered Product), such as filters, batteries, and light bulbs,
- 6.1.9. non-functional parts such as knobs, plastic parts, buttons, and rollers,
- 6.1.10. routine cleaning or preventative maintenance, or customer education,
- 6.1.11. the buildup of damage, or Failures caused by normal or ordinary wear-and-tear, and/or the buildup of damage, or Failures that accumulate gradually over time from repeated use, rather than from a particular occurrence,
- 6.1.12. bedding, pillows, or other accessories not purchased as part of the Covered Product,
- 6.1.13. manufacturer's product quality issues, including but not limited to damage or Failure resulting from defects in design, materials, or workmanship, unless listed as covered in Section 5, "What is Covered,"
- 6.1.14. stress tears (tearing or ripping of bed base upholstery within one-half inch of and parallel to the seam line) or fabric flaws,
- 6.1.15. any product sold without a manufacturer or Selling Retailer warranty,
- 6.1.16. Failures, including but not limited to items not covered, noises, squeaks, etc., where no problem can be found,
- 6.1.17. any Covered Product that is not accessible for service,
- 6.1.18. fading, color loss, or color change, dye transfer, or discoloration of parts,
- 6.1.19. damage caused by acid, bleach, or caustic solutions,
- 6.1.20. loss of foam and/or innerspring resiliency (including cover compression, foam compression, or normal body indentations) or changes in comfort preference (e.g., "the mattress feels too hard/soft"),
- 6.1.21. odors,
- 6.1.22. scuffing, scrapes, or other surface abrasions, including pilling, snags, bunching, or fraying of fabric, and surface scratches (those that do not penetrate the finish or material) or hard surfaces,
- 6.1.23. "X" cleaning code and non-colorfast materials or fabric (fabric that loses color even when cleaned according to the manufacturer cleaning instructions),
- 6.1.24. damage, or Failure caused by prolonged periods of dampness or condensation, or caused by water leaks, including but not limited to those from skylights, roofs, or water pipes, appliance malfunctions, air conditioners, and water heaters,
- 6.1.25. Breakage or Failure caused by fire, smoke, flood, natural disaster, or act of God, theft, vandalism, or as a result of any illegal activity,
- 6.1.26. damage, or Failure caused by independent contractors, including but not limited to cleaning or maintenance personnel, painters, or other repair or contractor services that were not retained by Extend to service Your Covered Product,
- 6.1.27. Your failure to care for and maintain the Covered Product in accordance with the manufacturer's recommendations, user guide, instructions, or warranty,
- 6.1.28. Damage caused by lost or improper electrical (including surges) or fuel supply,
- 6.1.29. use of Your Covered Product for a purpose other than that for which it was designed,
- 6.1.30. cleaning methods other than those recommended by the manufacturer. This includes color loss or color change,
- 6.1.31. animal damage,
- 6.1.32. a Covered Product that shows signs of infestation by insects, bed bugs, termites, cockroaches, rodents, or other vermin,
- 6.1.33. damage caused by, or resulting in, mold or mildew,
- 6.1.34. damage, or Failure caused by (a) intentional acts or (b) non-accidental acts or omissions which, in Our sole discretion, are determined to have been reasonably preventable and are severe, excessive, extreme, or repetitious in nature, including but not limited to cuts, rips, teething marks, tears,

- 6.1.35. **this Plan does not cover Failure or damage that occur in non-household environments, including but not limited to:**
 - 6.1.35.1. **before the Covered Product is delivered to Your residence; while the Covered Product is located somewhere other than within Your residence, including but not limited to when in storage, being moved to or from storage, or between residences,**
 - 6.1.35.2. **a Covered Product that is or has been used for business, commercial, institutional, or rental purposes, including but not limited to a Covered Product used for a daycare center or used in premises rented to others, or used in communal areas of multi-family housing, regardless of the length of the rental period.**
- 6.1.36. **any damage or Failure caused during delivery, unpacking, assembly, installation, or transportation,**
- 6.1.37. **all pre-existing conditions or damage to Covered Products occurring prior to the Coverage Term, including damage occurring to floor samples, rental, or other products sold "as-is" before delivery,**
- 6.1.38. **cosmetic damage, rust, corrosion, scratches, or dents,**
- 6.1.39. **coverage under this Plan is not available while Your Covered Product is located outside of the U.S.**

7. How to File a Claim

You must follow all the procedures stated below to be eligible for service under this Plan. Your failure to comply will disqualify Your claim.

- 7.1. Read this entire Plan carefully to understand what this Plan covers and does not cover. We determine the coverage eligibility of Your Covered Product on the basis of 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 Failure or Breakage is different from what You reported to Us, Your claim might not be covered under this Plan.
- 7.2. For assistance with initial troubleshooting and any additional product support needs, please contact Sleep Number at 877) 557-3965.
- 7.3. Within thirty (30) days of the date that a Failure or Breakage occurs to Your Covered Product, You must report that Failure to Us, or Your claim will be denied. To report the Failure or Breakage to Us, go to sleepnumber.com/support for initial troubleshooting or call the toll-free number at 877) 557-3965 during normal business hours, Monday through Friday. We must receive any photos or other documentation that We may request in order to process Your claim within thirty (30) days of when You first reported Your claim. Otherwise, Your claim may be denied.

8. Service Procedures and Limit of Liability

- 8.1. If Your Covered Product suffers a covered Failure or is accidentally damaged during the Coverage Term, and the type of Failure or Breakage is covered under this Plan, We will repair, replace, or provide You with a settlement as described in Section 8.1.2.2., **not to exceed the Limit of Liability**. Our service begins with Step 1 below, if applicable. If Step 1 below does not fully address the Failure or Breakage, We will move to one or more of the other steps below:
 - 8.1.1. **Step 1. Assessment and Service:** Sleep Number will first attempt to troubleshoot over the phone or chat to assess the Failure or Breakage and resolve Your issue. After troubleshooting is attempted over the phone or chat, if You are within Our service network, We may, at Our sole discretion, send an authorized technician to assess the Failure or Breakage, and perform repairs if the technician determines that the Failure or Breakage can be repaired. All repairs will be performed in a professional and skilled manner. (The service network is limited to the Selling Retailer's selling and delivery area.) If the technician's service does not repair the Failure or Breakage to Your Covered Product, You must notify Us within thirty (30) days of when the technician serviced Your claim.
 - 8.1.1.1. If You are outside the Selling Retailer's selling and delivery area, You agree to be responsible for the payment of added mileage charges or, in the alternative, to deliver (drop off and pick up) at Your own expense the affected Covered Product(s) to a designated service depot.
 - 8.1.1.2. Service appointments will be scheduled as soon as reasonably possible within the Coverage Term of this Plan. Once You have confirmed a service appointment, 24-hour notification is required if You need to cancel or reschedule. You agree to pay the incurred service rate if You fail to provide 24-hour notice or if You are not at the location at the time of the scheduled appointment.
 - 8.1.1.3. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS PLAN ARE YOUR RESPONSIBILITY.
 - 8.1.2. **Step 2. Replacement or Settlement:** If the authorized technician cannot remedy the Failure or Breakage, then in Our sole discretion, We may arrange to provide a replacement or a settlement.

- 8.1.2.1. **Replacement:** We may arrange to replace Your Covered Product based on the availability from the Selling Retailer or manufacturer. Replacement products are ineligible for coverage and future claims under this Plan. In cases where a replacement of Your Covered Product is not reasonably possible, You will be paid a settlement as described in 8.1.2.2.

We may arrange to replace a part of Your Covered Product based on the availability from the Selling Retailer or manufacturer. If We replace a part of Your Covered Product, the remainder of the Covered Product continues to be covered **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. Replacement of an affected item will complete the coverage and all Our obligations under this Plan for the replaced item, and the replaced item is ineligible for coverage and future claims under the Plan. However, other remaining items that are part of the Covered Product continue to be covered, subject to the terms of this Plan.

- 8.1.2.2. **Settlement:** We may provide You with a financial credit that may be in the form of a store credit, or gift card at the retail store location where You purchased the Covered Product. 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 paid claims. A 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.

- 8.1.3. If We provide a replacement or settlement, You agree the damaged Covered Product becomes the sole property of Extend. You will surrender possession of the damaged Covered Product at the time of delivery of the replacement or time of settlement acceptance unless We have agreed to other arrangements with You.

- 8.2. **Limit of Liability:** The most We will pay under this Plan during the Coverage Term for all claims is the Purchase Price.
- 8.3. **Expiration:** This Plan shall expire and all Our obligations under this Plan fulfilled upon the earliest of (i) the Coverage Term ending, (ii) the replacement of Your Covered Product, (iii) issuance of a settlement in lieu of replacement, and (iv) the Limit of Liability being met.

9. Cancellation

- 9.1. You may cancel this Plan for any reason at any time by contacting Sleep Number at sleepnumber.com/support or 877-557-3965 or by contacting the Administrator at (877) 248-7707 mailing Us notice of cancellation at 440 N. Barranca Ave #4904, Covina, CA 91723, or emailing support@extend.com. If You request cancellation within one hundred (100) days of the date of the commencement of Your Coverage Term (as shown on the Purchase Confirmation), 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 any paid claims under this Plan, and less an administrative fee not to exceed the cost of the Plan or \$50, whichever is less.
- 9.2. If You cancel this Plan within one hundred (100) days from the commencement of Your Coverage Term, 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.
- 9.3. 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. If We cancel this Plan, You will receive a pro-rata refund of the Plan Price (based on the elapsed Coverage Term) of the Plan Price, less the costs of paid claims (if any).
- 9.4. If this Plan was inadvertently sold to You in a jurisdiction where the Plan is not available for sale or on a product that was not intended to be covered by this Plan, We will cancel this Plan and return the full Plan Price to You, less the costs of paid claims (if any).

10. Conditions

- 10.1. **Renewal:** Renewal of Your Plan will be at Our discretion.
- 10.2. **Transferability:** You may not transfer this Plan to any other individual or entity.
- 10.3. **Territories:** The sale of this Plan is limited to the United States of America and the District of Columbia only. It does not include any U.S. Territories (such as Guam, Puerto Rico, or U.S. Virgin Islands) or Canada.
- 10.4. **Subrogation:** If We pay or render service for Breakage or Failure, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for any covered Breakage or Failure 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.

11. Legal Disclosures

- 11.1. **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 the Administrator, Obligor, Selling Retailer, or the insurer listed in Section 11.4. "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.
- 11.2. **Entire Agreement:** This Plan 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.
- 11.3. **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.
- 11.4. **Insurance:** Our obligations under this Plan are guaranteed under service contractual liability policies issued by Continental Casualty Company and The Continental Insurance Company. Both can be reached at 151 N. Franklin St., Chicago, IL 60606, (800) 831-4262. 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 contractual liability policies.
- 11.5. **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.

12. State Requirements and Disclosures

Alabama: The administrative fee in Section 9.1. 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, 11.1, 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, or emailing support@extend.com. If You cancel this Plan within one hundred (100) days after Your receipt of the Plan, and no claims have been made, We shall refund or credit You the full Plan Price. If You cancel this Plan within one hundred (100) days from the date of receipt of the Plan, and a claim has been made, 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 more than one hundred (100) days from receipt of the Plan, 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, less an administrative fee not to exceed ten percent (10%) of the Plan Price or \$25, whichever is less. 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 one hundred (100) 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 one hundred (100) 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 one hundred (100) 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, 11.1., is revised to state that arbitration is non-binding. In Section 6. What is Not Covered, 6.1.37. is deleted and replaced with the following: All pre-existing conditions or damage to Covered Products known to You occurring prior to the Coverage Term of this Plan, including damage occurring to floor samples, rental, or other products sold "as-is" before delivery.

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, or replacement is not feasible or economical.

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 one hundred (100) 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, 11.4., 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 one hundred (100) 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, or replacement is not feasible or economical.

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 one hundred (100) 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) 735-2964. The administrative fee in Section 9.1. 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 one hundred (100) 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 or warranty as that term is legally defined and commonly understood. 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 one hundred (100) 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. 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. 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: 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.

Oregon: Section 11.1. 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, 11.4., 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 one hundred (100) 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 one hundred (100) 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, Austin, Texas 78701, or via telephone: (800) 735-2989. The Administrator's license number is #292.

Utah: Section 11.4. 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 product 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 one hundred (100) 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 to file a complaint.

Washington: The Arbitration provision, 11.1., 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 one hundred (100) 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, 11.1., is revised to state that arbitration is non-binding.

Wyoming: The Arbitration provision, 11.1., 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.