Extend®

Service Agreement

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

1.1. Welcome to Your Extend Protection Plan. 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 should You have any questions.

2. Your Responsibilities

2.1. Please 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. This Plan does not replace Your manufacturer warranty, maintenance plan, or insurance policy You may have for the Covered Product. **This is not a contract of insurance. Purchase of this Plan is optional and is not required in order to purchase or obtain financing of the Covered Product.**

2.3. You must maintain the Covered Product as recommended by the manufacturer's owner's manual or any product warranty.

2.4. **You must keep this Plan and Your Purchase Confirmation as You may be required to produce them to obtain service. Refer to Your Purchase Confirmation to determine the Coverage Term, Coverage Type, and Service Type of this Plan.**

2.5. You must maintain proper air pressure in covered tire(s). Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 3/32". **Any conditions that cannot be corrected or demand replacement for the safety of the vehicle's occupants are Your responsibility.**

3. How to File a Claim

3.1. Please contact the Administrator and You will be advised on how to obtain service or a replacement. Any replacement of the Covered Product under this Plan must be authorized by the Administrator. To do so, go online at https://customers.extend.com/claims or call the toll-free number at (877) 248-7707 between 9:00 AM and 8:00 PM EST, Monday through Friday, and 9:00 AM and 2:00 PM EST, Saturday and Sunday. (See Section 8 for more details.)

3.2. Do not return the Covered Product to the Selling Retailer or obtain unauthorized service without instruction from the Administrator, unless otherwise allowed by this Plan (see Section 8.1.1(i) for more details.)

4. Definitions

4.1. **Administrator**: Extend, Inc., 1710 Keller Parkway #8111, Keller TX 76248, (877) 248-7707.

4.2. **Commercial Use**: using the vehicle for business purposes. Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, tow trucks, snowplows, any type of emergency vehicles, volunteer public service(s), motor pool vehicles, rental, taxi cabs, ride shares, livery, excessive hauling and pulling, or other business purposes are excluded from coverage hereunder.

4.3. **Coverage Term**: the period that Your Covered Product is covered under this Plan as shown on Your Purchase Confirmation. Our obligations under this Plan will cease at the end of this period unless ending earlier according to the terms of this Plan.

4.4. **Coverage Type**: the level of coverage You purchased and shown on Your Purchase Confirmation.

4.5. **Covered Product**: the new tire, wheel, or the set of tires and/or wheels sold under a single SKU number ("Set") purchased concurrently with this Plan and described on Your Purchase Confirmation.

4.6. **Deductible: the applicable deductible, if any, that You must pay Us for claims. Any deductibles will be shown on Your Purchase Confirmation.**

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

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

4.9. **Plan**: this plan or service contract between You and Us.

4.10. **Plan Price**: The price You paid for this Plan.

4.11. **Purchase Confirmation**: Your sales invoice, receipt, or purchase confirmation email from Extend for the purchase of this Plan.

4.12. **Purchase Price**: the price You paid for the Covered Product excluding sales tax, delivery, installation, and handling, as shown on Your Purchase Confirmation.

4.13. **Road Hazard**: encountering objects and road conditions not normally found in the roadway such as potholes, rocks, wood debris, metal parts, nails, glass, plastic or composite scraps or any item causing the Covered Product to be Unserviceable.

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

4.15. **Service Type**: determines how We will handle approved claims of the Covered Product and shown on Your Purchase Confirmation (**see Section 8** for more details.)

4.16. **Unserviceable**: occurs when the Covered Product cannot be repaired by a repair facility or is deemed unsafe for use as determined by a certified repair facility. Examples may include a covered tire that has been punctured or otherwise damaged to the extent that isf inoperable, or a covered wheel has been damaged and inoperable, or no longer holds a seal with its tire.

4.17. **You, Your, or Purchaser**: the purchaser of the Covered Product(s) and this Plan, and any authorized transferee/assignee of the purchaser.

5. Eligibility

5.1. Tires and wheels for use with passenger vehicles or motorcycles including automobiles, vans, motorcycles, and trucks, Products installed for Commercial Use on vehicles are not eligible for this Plan. Tires with signs of dry rot, improper wear, and tread depth of 3/32" or less are not eligible for coverage under this Plan.

6. What is Covered

6.1. **There is no deductible required for this Plan.**

6.2. **TIRE REPLACEMENT:** We agree to replace or, at Our sole discretion, reimburse You for the cost of a replacement of the Covered Product which during the term of this Plan becomes Unserviceable due to a Road Hazard covered under this Plan. **All other damage, including cosmetic damage that does not result in the Covered Product becoming Unserviceable, is excluded.** Any tire which requires replacement MUST BE AUTHORIZED BY ADMINISTRATOR and photographic evidence must be provided to the ADMINISTRATOR during the claims process for inspection PRIOR to an approved replacement. **Replacement will be made with a tire of like kind and quality to the original tire. We may use remanufactured or used replacement parts.** This coverage is valid through the tread life of a tire (**3/32" or less is excluded**). In cases where replacement is not possible, You will be paid the Purchase Price of Your Covered Product, **excluding sales tax, delivery, and handling.**

6.3. **WHEEL REPLACEMENT:** We agree to replace or, at Our sole discretion, reimburse You for the cost of a replacement of the Covered Product which during the term of this Plan becomes Unserviceable due to a Road Hazard covered under this Plan. **All other damage, including cosmetic damage that does not result in the Covered Product becoming Unserviceable, is excluded.** Any wheel which requires replacement MUST BE AUTHORIZED BY ADMINISTRATOR and photographic evidence must be provided to the ADMINISTRATOR during the claims process for inspection PRIOR to replacement. **Replacement will be made with a wheel of like kind and quality to the original wheel. We may use remanufactured or used replacement parts.** In cases where replacement is not possible, You will be paid the Purchase Price of Your Covered Product, **excluding sales tax, delivery, and handling.**

Note: If the damaged tire or wheel is part of a Set, We will not replace or reimburse You for the cost of undamaged components of the Set.

7. What is Not Covered

7.1. **GENERAL EXCLUSIONS: This Plan DOES NOT COVER OR PAY FOR:**

7.1.1. **Consequential loss or damage whatsoever, including loss, damage, or injury to person(s) or property, delay in rendering service under this Plan, or loss of use during the period You are awaiting a replacement covered by this Plan,**

7.1.2. **Damage while renting Your vehicle to someone else,**

7.1.3. **Damage while Your vehicle is being used for Commercial Use,**

7.1.4. **Damage while Your vehicle is being used for snow plowing, competition, or speed events,**

7.1.5. **Fraudulent representations to obtain this Agreement or when presenting a request for Replacement under this Agreement,**

7.1.6. **Damage that occurs outside the continental United States of America, Alaska, Hawaii, or Canada,**

7.1.7. **Shop supplies, cost of filling tires with nitrogen, or wheel locks,**

7.1.8. **Damage from not meeting the vehicle manufacturer's specifications regarding installation or alignment,**

7.1.9. **Damage to the Tire Pressure Monitoring System (TPMS),**

7.1.10. **Cost of required maintenance of the Covered Product,**

7.1.11. **Damage that occurs during servicing,**

7.1.12. **Damage to Covered Products mounted on a vehicle with modifications that do not comply with the vehicle manufacturer's specifications,**
7.1.13. **Replacement of undamaged tires and/or wheels that are part of a Set,**
7.1.14. **Any pre-existing conditions.**

7.2. **TIRE AND WHEEL REPLACEMENT EXCLUSIONS: The following are not covered:**
7.2.1. **Damage from off-road use, racing, collision or accident with another vehicle or fixed object, misuse, abuse, lack of proper maintenance, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, or fire,**
7.2.2. **Damage caused by fire, smoke, flood, other natural disaster, or act of God, theft, vandalism, or as a result of any other illegal activity,**
7.2.3. **Damage caused by driving on tires that are improperly inflated according to the manufacturer's recommended tire pressure,**
7.2.4. **Damage caused by being improperly mounted or balanced,**
7.2.5. **Damage or excessive wear caused by improper steering alignment,**
7.2.6. **Tires (and attached wheels) with tread depth of 3/32" or less at the lowest point on the tire at time of damage,**
7.2.7. **Damage caused by the installation, removal, or use of chains,**
7.2.8. **Damage caused as a result of a modification or conversion made to the Covered Product or the vehicle that is not approved by the original manufacturer of the Covered Product or the vehicle,**
7.2.9. **Damage that is covered by any other agreement, including warranties issued by the manufacturer or coverage under an existing insurance policy,**
7.2.10. **Damage that is the result of a manufacturer defect,**
7.2.11. **Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires and/or wheels,**
7.2.12. **Tire and/or wheel replacement that is not preauthorized by the Administrator, unless otherwise permitted under Section 8.1.1(i) of this Plan,**
7.2.13. **Cost of mounting, balancing, new valve stems, or other related costs,**
7.2.14. **Loss that is not reported to Us within sixty (60) days from the date the damage occurs,**
7.2.15. **Damage to the Covered Product from contact with the frame, body, or suspension of the vehicle,**
7.2.16. **Damage that is considered cosmetic (i.e., scuffs, scratches, discoloration),**
7.2.17. **Retreaded, regrooved or recapped tires,**
7.2.18. **Racing tires (including attached wheels),**
7.2.19. **Tires and/or wheels that fail to meet manufacturer's specifications,**
7.2.20. **Tires (including attached wheels) with 3/32" of an inch tread depth or less,**
7.2.21. **Wheel locks (including inconvenience caused by wheel locks), hubcaps, center caps, and wheel covers.**

8. Service Procedures and Limit of Liability

8.1. Depending on the Service Type shown on Your Purchase Confirmation, Our service process will involve the following:
8.1.1. **For Replacement Plans**
(a) Do not return the defective Covered Product to the Seller where You purchased Your Covered Product.
(b) Contact the Administrator and You will be advised on how to obtain replacement.
(c) Go online to https://customers.extend.com/claims or call the toll-free number at (877) 248-7707 between the hours of 9:00 AM and 5:00 PM Central Time. Administrator will issue You a service order number ("SO#"). You may be requested to ship Your defective Covered Product to the address provided to You. You must write the SO# on the outside of the package. Covered Products found to be non-defective will be returned to You as-is.
(d) You are not responsible for the cost of postage and/or shipping if We request You to ship the defective Covered Product. **Your Covered Product must be properly protected with bubble wrap or other protective materials and the cost of such materials is Your responsibility.**
(e) Once Your claim is approved, You will receive an email that contains a URL that will navigate You to a website where Your replacement product may be purchased. **You will be responsible for all costs of postage, insurance, packaging, and shipping.**
(f) In cases where replacement is not possible or, at Our sole discretion, We choose to reimburse You for the cost of a replacement, You will be paid the Purchase Price of Your Covered Product, **excluding sales tax, delivery, and handling, subject to the Limit of Liability.**

(g) **The replacement of Your Covered Product fulfills Our obligations under this Plan. You must purchase a new Plan on the replacement if You desire coverage. If the replaced component is part of a Set, coverage for the replaced component terminates,** but continues for the remaining undamaged components of the Set.

(h) The **Limit of Liability under this Plan for all covered claims is the Purchase Price of the Covered Product, excluding sales tax, delivery, and handling. This Agreement shall expire upon the earliest of the end of the Coverage Term or the replacement or reimbursement of Your Covered Product (or all covered components if part of a Set), or if the Limit of Liability is reached.**

(i) **If an emergency situation occurs after normal business hours and the Administrator cannot be reached, You can proceed with repairs or replacement. If covered under the terms of this Plan, We will reimburse You or the service vendor in accordance with the Plan provisions. You must submit all receipts and documentation within 48 hours of the emergency situation.**

9. Cancellation

9.1. You may cancel this Plan for any reason at any time by calling (877) 248-7707 or emailing support@extend.com If You request cancellation within sixty (60) days of the Purchase Date and no claims have been made under the Plan, You will receive a 100% refund of the full Plan Price. For any other cancellation requests by You, You will receive a pro-rata refund (based on the elapsed Coverage Term) of the Plan Price, less the costs of fulfilled 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 sixty (60) 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 Our receipt 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. You will receive a pro-rata refund (based on the elapsed Coverage Term) of the Plan Price, less 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 which 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 fulfilled claims under this Plan.

10. Conditions

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

10.2. **Transferability**: **This Plan is transferable, at no cost, by the original Purchaser for the balance of the original Coverage Term. To continue coverage under this Plan for the new owner, the Covered Product must be registered by emailing support@extend.com and providing the date of new ownership, new owner's name, complete address, and telephone number in order for coverage to continue for the new Purchaser. The new owner must reside in the Territory shown in 10.3. The manufacturer's warranty may not be transferable. This Plan does not replace the manufacturer's warranty and provides no coverage therein, except as noted above.**

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

10.4. **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.

11. Legal Disclosures

11.1. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**: To the extent permitted by applicable law, You agree that all individual 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 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 Plan was purchased, the state's arbitration rules will govern.

11.2. **Entire Agreement**: This Plan, together with Your Purchase Confirmation, shall collectively constitute the entire agreement relating to Your coverage. These documents will confirm Your eligibility to receive service under this Plan. Your Purchase Confirmation describes the Covered Product(s) and the Coverage Term of 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 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, 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 OFAC.

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.

Alaska: 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, fraud, or a material misrepresentation in obtaining the Plan or in pursuing a claim under the Plan. If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a monthly penalty of ten percent (10%) of the Plan Price paid by You for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. If You cancel this Plan after sixty (60) days from the date of purchase or if a claim was made under the Plan, or if We cancel this Plan, then We will pay any refund due within forty-five (45) days after You cancel. If We do not issue the refund within 45 days, then We will pay a penalty of ten percent (10%) of the unearned Plan Price paid by You for each month the refund remains unpaid. We may only cancel this Plan for the following reasons: 1) nonpayment of the Plan Price, 2) discovery of fraud or material misrepresentation made by You or Your representative in obtaining the service contract or by the service contract holder in pursuing a claim under the service contract, 3) discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by the Plan, or 4) a substantial breach of duties by You related to the covered motor vehicle. The administrative fee in Section 9.1 is revised to state that it will not exceed the Plan Price, $50, or 7.5% of the unearned Plan Price paid by You, whichever is less. Section 11.4 is revised to state that if We do not provide a covered service under the terms of the Plan within 30 days after You notify Us of the claim, You are entitled to apply directly to the Insurer for payment of Our obligations.

Arkansas: The administrative fee in Section 9.1 is revised to state that it will not exceed the Purchase Pruce or $50, whichever is less. 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) Preexisting 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 Plan Price 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 preexisting conditions if such conditions were known or should reasonably have been known by Us or the Selling Retailer. We will not exclude covered parts or components repaired or replaced under this Plan. 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 800-325-2548.

California: This Plan is not available in the state of California.

Colorado: Section 11.4 is revised to state that the policy number for the reimbursement insurance policy is: 610534549. 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 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: If You cancel this Plan within sixty (60) days and a claim has been made, You will receive a refund of 100% of the gross Plan Price paid, less claims paid and less an administrative fee not to exceed 5% of the gross Plan Price paid by You. For all cancellations by You after sixty (60) days, the administrative fee shall not exceed ten percent (10%) of the unearned pro rata Plan Price or $50, whichever is less. After this Plan has been in effect for sixty (60) days, We may not cancel this Plan unless: 1) There has been a material misrepresentation or fraud at the time of sale of the Plan, 2) You failed to maintain the motor vehicle as prescribed by the manufacturer, 3) the odometer has been tampered with or disabled and You have failed to repair the odometer, or 4) nonpayment of Plan Price by You, in which case We shall provide You notice of cancellation by certified mail. The rate charged for this Plan is not subject to regulation by the Office of Insurance Regulation. Our license number is: 49936.

Georgia: If You cancel this Plan within sixty (60) 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 (60) 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 (60) 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 6. What is Not Covered, 6.1.14, is deleted and replaced with the following: Any pre-existing conditions known to you.

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: Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho insurance guaranty association. The administrative fee in Section 9.1 is revised to state that it will not exceed the cost of the contract or $50, whichever is less. Claims paid will not be deducted from any refund amount due. 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.

Indiana: This service contract is not insurance and is not subject to Indiana insurance law.

Iowa: 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 have questions regarding Your Plan, You can contact the Iowa Insurance Commissioner at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. 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.

Louisiana: This motor vehicle service contract is not insurance and is not regulated by the Department of Insurance. Any concerns or complaints regarding the motor vehicle service contract may be directed to the attorney general. 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 (60) days from the date of purchase, and if no claim has not 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 sixty (60) days from the date of purchase, and if no claim has not 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. The Arbitration Provision, 11.1., is revised to state that if We breach any duties created by the Maryland statute, You may file an action in any court of competent jurisdiction. The Insurance provision, 11.4 is revised as follows: If We fail to pay or provide service on any valid claim or make any refund or consideration due 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 to the insurance company.

Massachusetts: Section 4, the terms “Obligor” and “Extend, Our, Us, or We” is deleted and replaced with the following: Obligor, We, Us, and Our means the Selling Retailer as listed on the Purchase Confirmation. You may contact the Selling Retailer by writing or calling them at the address and phone number provided on the Purchase Confirmation. 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 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. 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.

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. The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross service contract Plan Price paid by You or $50, whichever is less. We may only cancel this Plan for nonpayment of the Plan Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use.

Missouri: The Obligor of this Plan is Extend Warranty Services Corporation dba Extend Services Corporation. The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, We shall refund or credit You the full Plan Price of the Plan, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty (60) 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 Plan Price 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. We will mail You written notice within forty-five (45) days of the date of termination.

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.

Nebraska: The Arbitration Provision, 10.1., is revised to state that arbitration is optional.

Nevada: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not 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) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder; or (c) 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. 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: 1 (800)-735-2964. The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price of the Plan or $50, whichever is less. No claims paid will be deducted from any refund owed to You.

New Jersey: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a ten percent (10%) penalty, based on the Plan Price of the Plan, for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. 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 of the Plan or $50, whichever is less. If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not 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) discovery of fraud or material misrepresentation by the holder in obtaining the Plan or in presenting a claim for service thereunder; or (3) 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 service contract is insured by Continental Casualty Company. If We fail to pay You or otherwise provide You with the covered service within 60 days of Your submission of a valid claim, You may submit Your claim to Continental Casualty Company at 151 N. Franklin St., Chicago, IL 60606, 1-800-262-2000. 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.

Ohio: This contract is not insurance and is not subject to the insurance laws of this state.

Oklahoma: Section 11.4 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.

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. Section 11.4 is revised to state: Our obligations under this Plan are guaranteed under a contractual liability policy issued by Continental Casualty Company.

South Carolina: 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. 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.

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 sixty (60) days from the date of purchase, We shall refund or credit You the full Plan Price of the Plan, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty (60) 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 Plan Price 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 registration number for the Administrator 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 the Covered Product or a motor vehicle. 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 JUDGEMENT 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 at www.vdacs.virginia.gov/food-extendedservice-contract-providers.shtml to file a complaint.

Washington: The Arbitration provision, 10.1, is revised to state: Arbitration proceedings must be held at a location in closest proximity to Your permanent residence. The State of Washington is the jurisdiction of any civil action in connection with a motor vehicle service contract. Section 11.4 is revised to state **This Plan is guaranteed under a reimbursement policy issued by The Continental Insurance Company, 151 N. Franklin St., Chicago, IL 60606, (800) 831-4262. The policy number for the reimbursement insurance policy is: 610534521. You may make a claim directly to the insurance company at the phone number above for payment or performance due.** The Cancellation Provision is revised as follows: We may not cancel this Plan after sixty

(60) days from purchase. We will not deny a claim based upon Your failure to properly maintain the Covered Product, unless the failure to maintain the Covered Product involved the failed part or parts. 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 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 not 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 the Covered Product covered by the Plan that is not covered by a replacement of the Covered Product pursuant to the terms of the Plan, You shall be entitled to cancel the Plan and receive a pro rata refund of any unearned Plan Price, less any claims paid; no administrative fee will be charged. 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.