

Administrator: OnPoint Warranty Solutions LLC

1400 Main St., Suite 132

Clarksville, IN 47129

(833) 297-6268

<https://www.vexrobotics.com/support>



EXTENDED SERVICE AGREEMENT
This Plan is not a Contract of Insurance

1. **INTRODUCTION.** These VEXcare Protection Plan terms and conditions and Your Certificate of Coverage (collectively the "Plan") govern the service contract between You and Us on Your Covered Product, including coverage information, claim instructions, cancellation rights, limitations and exclusions, and other important information. Please read this document carefully to fully understand Your Plan's coverage.
2. **DEFINITIONS.** Under this Plan, the following terms have the meanings set forth below:
 - (a) "Administrator" means OnPoint Warranty Solutions, 1400 Main Street, Suite 132, Clarksville, IN 47129, 833-297-6268
 - (b) "Coverage Expiration Date" means the date that coverage under this Plan ends, as listed on Your Certificate of Coverage, subject to prior termination or cancellation.
 - (c) "Coverage Start Date" means the date You first become eligible for coverage under this Plan, as listed on Your Certificate of Coverage. Please note that Your Coverage Start Date may be later than the Purchase Date.
 - (d) "Covered Breakdown" is defined in Section 5(a).
 - (e) "Covered Product" means the good(s), item(s) or product(s) that is/are covered under this Plan, including any accessories in the original packaging. The Covered Product(s) is/are listed on Your Certificate of Coverage.
 - (f) "Initial Term" is defined in Section 4(a).
 - (g) "Obligor," "We," "Us," and "Our" mean AIG WarrantyGuard, Inc., 500 W. Madison Street, Ste. 3000, Chicago, IL 60661, Ph: (800) 343-4441 except in Florida and Oklahoma where they mean AIG Warranty Services of Florida, Inc., 1767 WSR 434, West Longwood, FL 32750, Ph: (800) 343-4441.
 - (h) "Certificate of Coverage" means the purchase confirmation email or document that You receive with this Plan that identifies the Covered Product(s), Purchase Date, Coverage Start Date, Plan Price, Seller, and other important information applicable to this Plan.
 - (i) "Plan" is defined in Section 1.
 - (j) "Plan Price" means the total price that You paid for this Plan, as listed on Your Certificate of Coverage.
 - (k) "Purchase Date" means the date that You purchased this Plan, as listed on Your Certificate of Coverage.
 - (l) "Renewal Term" is defined in Section 4(a).
 - (m) "Seller" means the entity that sold you this Plan, as identified on Your Certificate of Coverage.
 - (n) "Service(s)" means the repair, replacement, or reimbursement service benefit(s) that may be provided to You under this Plan for Covered Products, as further described in Section 5(b) below.
 - (o) "Service Address" means the property address listed in Your Coverage Details that is enrolled for

coverage under this Plan.

- (p) "Term" is defined in Section 4(a).
- (q) "You" and "Your" means the original purchaser of the Covered Product and this Plan.

3. ELIGIBILITY.

- (a) The following products are eligible for coverage:
Electronics, electronic products including, but not limited to robotic components and controllers. Please refer to Your Certificate of Coverage for a list of Your Covered Product(s) covered by this Plan.
- (b) The Covered Product must be in good working order as of the Coverage Start Date and must be properly maintained and operated throughout the Term, in accordance with the manufacturer's instructions, to be eligible for coverage.
- (c) **This Plan does not cover pre-existing conditions, losses, or Covered Breakdowns that occurred prior to the Coverage Start Date.**
- (d) **The Covered Product will not be eligible for coverage if the serial or model numbers or labels have been removed, defaced, or made illegible.**
- (e) We may require You to provide Your Plan's Contract Number, Your Covered Product's original purchase receipt, and other relevant information to be eligible for coverage. Please keep these documents in a readily accessible location for future use.

4. COVERAGE TERM.

- (a) This Plan commences on the [Purchase Date] [Coverage Start Date] and remains in effect until the Coverage Expiration Date ("Initial Term") unless properly cancelled or terminated prior to the Coverage Expiration Date. If you selected a monthly subscription Plan, this Plan automatically renews at the end of the Initial Term for subsequent monthly terms (each, a "Renewal Term"), unless it is properly cancelled, terminated, or non-renewed. The Initial Term together with any Renewal Term under this Plan are collectively referred to as the "Term."
- (b) If the Covered Product is being serviced or a claim is open when this Plan expires, coverage will be extended until the applicable Services are completed or the claim is closed.

5. COVERAGE.

- (a) Covered Breakdowns. Subject to this Plan's limitations and exclusions, We will provide eligible Services for Covered Product(s) upon the occurrence of breakdowns, failures, or damages which are expressly identified as covered on Your Certificate of Coverage ("Covered Breakdowns"). **For the avoidance of doubt, the below losses must be identified as covered on Your Certificate of Coverage to be eligible for Services as Covered Breakdowns:**
 - (i) Mechanical/Electrical Failures: The Covered Product fails to perform as the manufacturer intended during normal usage due to structural or operational failure(s) caused by defects in materials or workmanship.
 - (ii) Power Surge: The Covered Product fails to perform as the manufacturer intended during normal usage due to structural or operational failure(s) caused by a power surge.

For clarity, a Covered Product fails to perform as the manufacturer intended when the Covered Product, under normal and intended use, fails to function substantially in accordance with the Covered

Product's technical specifications or accompanying product documentation, as provided by the manufacturer at the time of the Covered Product's purchase.

- (b) Services. Subject to this Plan's claim limits specified in Section 5(d), and this Plan's limitations and exclusions, if Your Covered Product experiences a Covered Breakdown, We will provide You with one of the following Services: (1) replace the Covered Product with an item of like-kind and quality; (2) reimburse You for the cost of the Covered Product, **excluding sales tax and installation fees**, as indicated on Your original purchase receipt; or (3) if no original purchase receipt is provided or available, reimburse You for the market value of Your Covered Product at the time of loss, **excluding sales tax and installation fees**, as reasonably determined in Our sole discretion. Service options which may be available and provided to You, at Our discretion, are described in more detail below.
- (i) Replacement Service: We may replace the Covered Product with an item of like-kind and quality. We may require You to send Us Your malfunctioning Covered Product. If requested, We will provide You with a pre-paid shipping label, or prepaid mailing box with a shipping label, to send Us Your malfunctioning Covered Product. We may require You to send Us pictures of the alleged damage for inspection in lieu of Covered Product shipment. You are responsible for expedited shipping costs. We may require You to send Us pictures of the alleged damage for inspection prior to shipment.
- (ii) Customer Reimbursement Service: Subject to the claim limits set forth in Section 5(d) below, We may reimburse You for the price You paid for the Covered Product, **less taxes and installation fees**, as indicated on Your sales receipt or Certificate of Coverage. If no sales receipt or other sufficient proof of payment for the Covered Product is provided or made available to Us, We will reimburse You for the fair market value of Your Covered Product at the time of loss, **excluding sales tax and installation fees**, as reasonably determined in Our sole discretion. At the Administrator's discretion, reimbursements may be in the form of a check, ACH payment, prepaid debit/credit cards, gift card, electronic payment, or other reasonable means of credit or reimbursement.

The Administrator will inform You what type of Service Your Covered Product qualifies for when You request Service for Your Covered Product.

- (c) Limit of Liability.
- (i) Fixed Term Plans: Our maximum, aggregate limit of liability for all covered claims during the Term is: (1) the total of all authorized repairs up to the original purchase price of the Covered Product, as indicated on Your original sales receipt, **excluding sales tax**; (2) replacement with a product of like-kind and quality, or (3) reimbursement of the purchase price You paid for the Covered Product, as indicated on Your original sales receipt, **excluding sales tax**, or if no sales receipt or other sufficient proof of payment for the Covered Product is provided or made available to Us, the market value of Your Covered Product at the time of loss, **excluding sales tax** as reasonably determined in Our sole discretion. If We have met any of the above conditions specified in (1), (2), or (3) of this Limit of Liability section, We will have fulfilled all Services obligations owed under this Plan and no more Services claims will be eligible for coverage.
- (d) Data & Software. You are responsible for the backup of all data on Your Covered Product before services are provided. We do not covenant, represent, or warrant that We will be able to service any Covered Product under this Plan without risk to or loss of programs or data on Your Covered Product. The contents of Your Covered Product may be deleted, or the hard drive or storage media reformatted, in the course

of service. It is Your responsibility to back up the contents of Your hardware before services are performed and remove any data from parts or Covered Products returned to Us, including software, pictures, documents, videos, games, and music files. **We are not responsible for any loss of Your data under any circumstance.**

No Lemon Policy. This Plan provides that following the expiration of the term of the Covered Product's manufacturer's warranty, and subject to Our limit of liability, after three (3) service repairs have been completed for the Covered Product for the same problem within a 12 month period, as determined by Us, in lieu of performing a fourth (4th) repair on the Covered Product, We may replace it with a product of like kind or similar features, or issue payment or store credit to You in an amount not to exceed the remaining limit of liability as determined in accordance with the section titled "Limit of Liability." If We replace the Covered Product or issue a cash settlement of any kind, including a store credit, all of Our obligations for the Covered Product under this Plan terminate and will be considered fulfilled.

6. TO OBTAIN SERVICE.

- (a) To request service for the Covered Product, contact the Administrator toll-free at 833-297-6268 or go online to <https://www.vexrobotics.com/support> at any time. If the cost of this Plan is refunded at full cost or at a prorated cost, this Plan will be considered fulfilled and no further action to repair or replace Your Covered Product will be considered.
- (b) The following terms and conditions apply to any service request under this Plan:
 - i. **Notice of any Covered Breakdown must be given to Us immediately upon discovery. Breakdowns reported more than 30 days post discovery may be denied coverage.**
 - ii. The Covered Breakdown must have occurred while Your coverage is in effect.
 - iii. **We will not pay for any services or parts provided without Our prior authorization.**

7. GENERAL EXCLUSIONS. The following is NOT covered under Your Plan.

The following is applicable to all Covered Products:

- (A) The Plan applies only to the operation or use of the Covered Product under conditions for which it was designed, and does not cover loss or damage resulting from external causes such as dropping the Product (unless You purchased Accidental Damage from Handling), collision with an object, burglary, theft, vandalism, environmental conditions, fire, flooding, corrosion, sand, dirt, windstorm, hail, earthquake, riot, exposure to weather conditions, misuse, abuse, neglect, accidental damage, insect infestations, terrorist attacks, liquid spills (unless You purchased Accidental Damage from Handling), condensation, leaking product battery (or any other leaking substance within the product) or improper use of any electrical power source. Damage incurred during transportation, or any other unforeseen circumstance(s) or event(s) originating from outside the product is not covered.
- (B) The Obligor is not obligated to repair or replace cosmetic or structural items; damage, warping or rusting of any kind to the housing, case or frame of the Product or any non-operating part, including plastic, or decorative parts; or parts normally designated to be replaced periodically by You or consumed during the life of the Product (i.e., [batteries], [light bulbs], [plasma refills], etc).
- (C) The Plan does not cover preventative maintenance.
- (D) Products with removed or altered serial numbers are not covered.

- (E) If Your product experiences a defect or damage that is excluded from coverage under this section or in the event that no covered defect or damage is found, then You are responsible for all repair costs, parts, and the cost of service, if any.**
- (F) Any product used in a commercial setting (i.e., any setting other than a residential single-family setting. However, this exclusion does not apply to products used in education settings or for educational purposes).**
- (G) This Plan does not cover any and all pre-existing conditions known by You that occur prior to the effective date of this Plan and/or product sold "as is", including but not limited to floor models and demonstration models, etc.**
- (H) This Plan does not cover parts or repairs due to normal aging, or wear and tear, unless otherwise specified or unless tied to a failure, and items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, light bulbs, etc.**
- (I) This Plan does not cover damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications, alterations or repairs to a Covered Product.**
- (J) Any other act or result not described as covered by this Plan.**
- (K) The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any electronic data within the Covered Product including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack or receipt or transmission of malicious code. Electronic data means any data stored on a computer system; and, The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any computer system within the Covered Product as a result of any cause other than inherent mechanical or electrical failure, including any unauthorized access or unauthorized use of such system, a denial of service attack or receipt or transmission of malicious code. Computer system means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information;**

IN NO EVENT SHALL THE ADMINISTRATOR/OBLIGOR OR ANY OF THE ADMINISTRATOR/OBLIGOR'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS PLAN DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

We shall not provide coverage and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose the Obligor, its parent company, or its ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.

8. CANCELLATION.

- (a) You may cancel this Plan for any reason and at any time by initiating a request with the Administrator.**
- (b) If You request to cancel this Plan within thirty (30) days from the Purchase Date without making any claims ("Free Look Period"), You will be refunded the full Plan Price.**
- (c) If You request to cancel this Plan within thirty (30) days from the Purchase Date after making a claim or after thirty (30) days from the Purchase Date, You will receive at least a pro-rata refund of the Plan Price based on the elapsed Term, less the costs of any Services or claims made.**

- (d) We may cancel this Plan upon at least thirty (30) days prior written notice. If We cancel this Plan, a pro rata refund of the Plan Price will be issued for the unexpired Term, less the costs of any claims paid. The notice of cancellation will include the reason and the effective date of cancellation.
- (e) In the event of reasonable suspicion of fraud, material misrepresentation, or a substantial breach of Your duties under this Plan, We may cancel this Plan immediately and without prior notice and We may demand immediate payment of the cost of all Services provided to You, less Your payments made, and no refund of any kind will be issued.
- (f) In the event of non-payment by You, We may cancel this Plan immediately and without prior notice.

9. MISCELLANEOUS.

- (a) Transferability. This Plan is not transferable or assignable by You to a new contract holder.
- (b) Subrogation. If We make any payment under this Plan, We are entitled to recover what We paid from other responsible parties. By accepting settlement of a claim, You transfer to Us Your right to recovery against any other party.
- (c) Entire Agreement. This Plan represents the entire contract between You and Us with respect to the subject matter herein. Neither the Seller, Administrator, nor any other agent has authority to change this Plan or to waive any of its provisions. No other written or oral statement applies to this Plan. No coverage will be provided under this Plan if any information that You, or anyone claiming benefits hereunder, provides is determined to be false, misleading, or intentionally omitted.
- (d) Independent Contractors. We are not a service provider, technician, or product retailer. Repair and replacement services will be performed by independent, third-party contractors.
- (e) Insurance Policy. This Plan is a service contract and not an insurance policy or contract. However, We secure Our fulfillment obligations and risks through an insurance policy issued by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819 in all covered states except for AR, CA, FL, MS, NC, NY, OK, and VA where the insurance policy is issued by New Hampshire Insurance Company, 1271 Ave of the Americas, Floor 41, New York, NY 10020, Ph: (212) 770-700. If within sixty (60) days We have not paid a claim, provided You with a required refund, or You are otherwise dissatisfied, or We are no longer a going concern, become insolvent, or are otherwise financially impaired, You are entitled under state law to make a claim directly to the insurer by contacting the insurer at the address or phone number listed above. Please enclose a copy of Your Plan when sending correspondence to the insurer.
- (f) Privacy Policy. We respect Your privacy. For information on Our privacy policy, please visit <https://www.aig.com/privacy-policy>.
- (g) Assignment. We may assign this Plan, in whole or in part, at any time without prior notice to You. We may delegate or assign any of Our obligations at Our sole discretion and without Your consent provided We give You at least thirty (30) days' prior written notice of any material changes. You may not change this Plan or delegate any of Your obligations.
- (h) Changes to the Plan: WE MAY CHANGE THE PLAN PRICE, ADMINISTRATION OF THE PLAN OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE PLAN, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.

- (i) Liability Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN, INCLUDING THE FOLLOWING: COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA; FAILURE TO MAINTAIN DATA CONFIDENTIALITY; LOSS OF USE, INCLUDING LOSS OF USE WHILE THE COVERED PRODUCT IS BEING REPAIRED OR REPLACED; OR ANY LOSS OF BUSINESS PROFITS, REVENUE, OR ANTICIPATED SAVINGS. OUR MAXIMUM LIABILITY FOR ANY CLAIM ARISING FROM OR RELATING TO THIS PLAN SHALL NOT EXCEED THE PLAN'S LIMITS OF LIABILITY, REGARDLESS OF WHETHER THE UNDERLYING ACTION IS IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.
- (j) Severability. If any provision of this Plan is held invalid, illegal, or unenforceable in any respect under applicable laws, the validity, legality, and enforceability of the remaining provisions of this Plan shall not in any way be affected or impaired thereby.

10. **ARBITRATION AGREEMENT & CLASS ACTION WAIVER.**

READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS OF YOURS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES IN COURT AND YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS.

YOU AND WE AGREE TO RESOLVE ANY DISPUTES THROUGH INDIVIDUAL BINDING ARBITRATION INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION, EXCEPT AS FOLLOWS: ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS.

YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS, AND REPRESENTATIVE PROCEEDINGS.

Under this provision, "Dispute" includes any claim or controversy arising out of or relating in any way to this Plan— whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory. This Arbitration Agreement is subject to and governed by the Federal Arbitration Act ("FAA"). This Arbitration Agreement is intended to be broadly interpreted and shall survive any termination or cancellation of this Plan. This Arbitration Agreement applies to Our respective parents, subsidiaries, affiliates, service contract insurers, obligors, agents, employees, successors, and assignees.

You and We agree to waive the right to participate in class actions or representative proceedings. However, this Arbitration Agreement does not preclude You from bringing an individual action against Us in small claims court, so long as the dispute is pursued on an individual rather than a class-wide basis.

The American Arbitration Association ("AAA") will administer any arbitration and will do so in accordance with its rules in effect at the time the claim is filed. You may obtain a copy of the AAA rules by visiting www.adr.org. Unless You and We agree otherwise, any arbitration hearing will take place in the county of the Service Address. The right to a hearing will be determined by the AAA Rules. However, if the claim is for \$10,000 or less, You may decide whether You want the arbitration to be conducted instead: (a) Only on the basis of documents or (b) through a telephone hearing.

11. STATE-SPECIFIC DISCLOSURES:

Alabama, Arkansas, Georgia, Hawaii, Louisiana, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, South Carolina, Wisconsin and Wyoming: The following statement is added to Section 8(b): "If You cancel Your Plan during the Free Look Period without making any claims and do not receive a full refund or credit within forty-five (45) days of Our receipt of the returned Plan, a ten percent (10%) penalty per month shall be applied to the refund owed to You. The right to void the service contract during the Free Look Period is not transferable and applies only to the original contract purchaser."

Alabama: The following is added to Section 8: "You will receive a refund of the unearned portion of the purchase price based on time expired, less any termination fee that We may charge up to \$25. Any refund due to You under this Section may be credited to an outstanding balance of Your account, and the excess, if any, shall be refunded to the original purchaser." Sections 8(d) through 8(f) are replaced with the following: "We reserve the right to cancel this Plan for any reason upon at least five (5) days prior written notice to You at Your last known address. The notice will state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for Our cancellation is nonpayment of the provider fee or material misrepresentation by You relating to the covered property or its use. If We cancel this Plan, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. In the event of cancellation for reasonable suspicion of fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued."

Arizona: IF YOUR PLAN INCLUDES A WAIT PERIOD, IS AN AUTOMATICALLY RENEWING PLAN, AND IS CANCELLED OR TERMINATED ON OR AFTER THE COVERAGE START DATE, YOU WILL CONTINUE TO HAVE COVERAGE UNDER THIS PLAN FOR THIRTY (30) DAYS FROM THE EFFECTIVE TERMINATION OR CANCELLATION DATE. IF YOUR PLAN INCLUDES A WAIT PERIOD AND IS A FIXED TERM PLAN, YOUR COVERAGE EXTENDS PAST THE EXPIRATION OF THE PLAN FOR A PERIOD EQUIVALENT TO THE LENGTH OF THE PLAN'S WAIT PERIOD. In the event You do not receive satisfaction under this Plan, You may contact the Arizona Department of Insurance and Financial Institutions' Consumer Protection Division at {100 N. 15 Ave., Suite 261, Phoenix, AZ 85007- 3630} or by calling [602-364-3100]. Section 7(g) is deleted in its entirety and replaced with the following: **"ANY PRE-EXISTING CONDITIONS, DEFECTS, OR DEFICIENCIES, UNLESS SUCH CONDITIONS WERE KNOWN OR SHOULD HAVE REASONABLY BEEN KNOWN BY US OR THE PERSON SELLING THE SERVICE CONTRACT ON OUR BEHALF."** The following is added to section 8: "If this Plan is cancelled pursuant to this paragraph, You will receive a pro-rata refund after deducting for claims paid and administration expenses associated with the cancellation. The administrative expenses may not exceed ten percent (10%) of the gross amount paid by You for the Plan or seventy-five dollars (\$75), whichever is less." Sections 8(d) through (f) are replaced with the following: "We reserve the right to cancel this Plan upon at least thirty (30) days prior written notice. However, in the event of reasonable suspicion of fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Plan, cancellation may be immediate and without prior notice. We may not cancel or void this Plan for any of the following reasons: (1) Preexisting conditions that were known or that reasonably should have been known by Us or Our subcontractors; (2) prior use or unlawful acts relating to the product; or (3) misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors may cancel or void coverage under this Plan due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent, and workmanlike manner." Section 9(h) is deleted in its entirety and replaced with the following: "WE MAY CHANGE THE ADMINISTRATION OF THE PLAN OR THESE TERMS AND CONDITIONS AT RENEWAL FOLLOWING APPROVAL BY THE ARIZONA DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS AND UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. WE MAY CHANGE THE PLAN PRICE UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICES MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER

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REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE PLAN, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.”

Arkansas: A claim against Us may include a claim for the return of the unearned provider fee. Sections 8(d) through (f) are replaced with the following: “We reserve the right to cancel this Plan upon thirty (30) days written notice. However, if the reason for cancellation is nonpayment of the provider fee, material misrepresentation, or a substantial breach of Your duties relating to a Covered Product or its use, We may cancel this Plan immediately without any prior notice to You. Unless the cancellation is for nonpayment, We will provide You with a pro rata refund of the unearned portion of the provider fee, less the amount or value of any claims paid, if We cancel the Plan.”

California: For information regarding Our privacy practices and Your rights under the California Consumer Privacy Act, please visit <https://www.aig.com/privacy-policy>. Section 8(b) is replaced with the following: “Cancellation requests made within sixty (60) days from the start of the coverage Term or within thirty (30) days from receipt of the Plan, whichever is later, will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within thirty (30) days, a ten percent (10%) penalty per annum will be added to the refund for each thirty (30) days or fraction thereof until the refund is paid. This only applies to the original Plan purchaser and is not transferable.” Section 8(c) is replaced with the following: “For cancellation requests made more than sixty (60) days from the start of the coverage Term or after thirty (30) days from receipt of the Plan, whichever is later, or if a claim was made under the Plan within the first sixty (60) days, You will receive at least a pro-rata refund of the Plan Price based on the elapsed coverage Term. In addition, the Administrator may assess a cancellation or administrative fee, not to exceed ten (10) percent of the price of the Plan or twenty-five (\$25) dollars, whichever is less.” This Plan may be canceled by You for any reason, including the Covered Product being sold, lost, stolen or destroyed. California residents may submit complaints to the Bureau of Household Goods and Services (BHGS) by calling (916) 999-2041, or writing to 4244 S. Market Ct. Ste. D, Sacramento, CA 95834, or by visiting www.bhgs.dca.ca.gov. In-home services are not provided under this Plan.

Colorado: Action under this Plan may be covered by the provisions of the “Colorado Consumer Protection Act” or the “Unfair Practices Act” articles 1 and 2 of title 6, C.S.R., and a party to such an agreement may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

Connecticut: If Your term of coverage is less than one (1) year, this Plan is automatically extended while the product is being repaired. You may cancel this Plan if You return the product or the product is sold, lost, stolen, or destroyed. If We are unable to resolve any disputes with You regarding this Plan, You may file a written complaint to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

Florida: The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. Sections 8(d) through (f) are replaced with the following: “We reserve the right to cancel this Plan upon at least thirty (30) days prior written notice mailed to Your last known address. However, in the event of reasonable suspicion of fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Plan, Our cancellation may be immediate. If We cancel this Plan, We will refund 100% of the unearned pro rata premium, less any claims paid.”

Georgia: Section 7(g) is deleted in its entirety and replaced with the following: **"ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD BE KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN."** Sections 8(b) through (c) are replaced with the following: "If You request cancellation of the Plan within thirty (30) days from the Plan Purchase Date, You will be refunded the full Plan Price less claims paid. If You cancel the Plan after thirty (30) days from the Plan Purchase Date, You will be refunded the unearned pro-rata Plan Price less claims paid." Sections 8(d) through (f) are replaced with the following: "We may only cancel this Plan for fraud, material misrepresentation, or failure to pay any amounts due. We will provide You with written notice of such cancellation, which will be effective at least thirty (30) days from date of mailing such notice. If We cancel this Plan, We will refund any unearned portion of the Plan price on a pro rata basis, less any claims paid. If a claim covered by this Plan is also covered by another service contract, then the claim will be paid on a pro-rata basis with such other service contract. If a claim covered by this Plan is covered by an insurance policy, manufacturer's warranty, or recall, or is the subject of any legal action, We shall pay only for the amount of the cost to repair or replace such covered product in excess of the amount due from that other insurance policy, manufacturer's warranty, recall, or legal action. In no event, however, shall We pay more than the applicable Limit of Liability." Arbitration is nonbinding in Georgia. For any claim that is not arbitrated or brought in small claims court, it will be resolved in a state or federal court with proper jurisdiction based on the county where the contract holder resides.

Illinois: Sections 8(d) through (f) are replaced with the following: "We reserve the right to cancel this Plan upon at least thirty (30) days prior written notice. If We cancel this Plan, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. However, in the event of reasonable suspicion of fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Plan, cancellation may be immediate and without prior notice. The notice of cancellation will include the reason and the effective date of cancellation. If this Plan is cancelled at any time, We may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50. The obligor, AIG WarrantyGuard, Inc., is the party responsible for honoring cancellation requests."

Indiana: Your proof of payment to Us shall be considered proof of payment to the insurance company which guarantees Our obligations to You.

Iowa: You may reach the Insurance Division of the Department of Commerce of the state of Iowa at Two Ruan Center, 601 Locust, 4th Floor, Des Moines, IA 50309-3738.

Maine: Sections 8(d) through (f) are replaced with the following: "We may cancel this Plan by providing You with at least 15 days prior written notice of cancellation mailed to Your last known address. If We cancel this Plan for any reason other than nonpayment of the provider fee, We will refund 100% of the unearned pro rata provider fee, less any claims paid. We may also charge You an administrative fee for the cancellation, not to exceed 10% of the provider fee."

Maine and Washington D.C.: The following is added to Section 8(b): "If You cancel this Plan during the Free Look Period without making any claims and We do not provide the full refund within forty-five days after Your return of the service contract to Us, a 10% penalty per month will be added to the applicable refund. The right to void the service contract during the Free Look Period is not transferable and applies only to the original contract purchaser." Section 8(c) is replaced with the following: "If You terminate this Plan within thirty (30) days from the Plan Purchase Date after making a claim or terminate this Plan after thirty (30) days from the Plan Purchase Date, You will receive a pro rata refund based on the time expired, less the cost of any claims made. We may also charge You a reasonable administrative fee, not to exceed 10% of the contract price."

Maryland: Your service contract is extended automatically if We fail to perform the services under the service
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contract and will not terminate until the services are provided in accordance with the terms of the service contract.

Michigan: If performance of this Plan is interrupted because of a strike or a work stoppage at Our place of business, the effective period of this Plan will be extended for the period of the applicable strike or work stoppage.

Minnesota: Sections 8(d) through (f) are replaced with the following: "We reserve the right to cancel this Plan upon thirty (30) days written notice. However, in the event of reasonable suspicion of fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Plan, cancellation may be made upon at least five days written notice to You. If We cancel this Plan, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. In the event of cancellation for reasonable suspicion of fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation."

Nevada: Sections 8(b) through (c) are replaced with the following: "You are entitled to a "Free Look" period for this Plan. If Your Plan is not subject to a WAIT PERIOD and You decide to cancel this Plan within thirty (30) days of purchase, You are entitled to a one hundred percent (100%) refund of any fees paid if You have made no claim. If You cancel this Plan after thirty (30) days from purchase, You will receive a pro-rata refund based on the days remaining." Sections 8(e) through (g) are replaced with the following: "No cancellation of this Plan by Us may become effective until at least fifteen (15) days after a notice of cancellation is mailed to You at Your last known address. If the contract has been in effect for seventy (70) days or more, We can only cancel this Plan due to (1) unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service; (3) An act or omission by You or a violation by You of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increases the service required under the service contract. If We cancel this Plan You will receive a pro-rata refund based on the days remaining, no cancellation fee will be imposed and no deduction for claims paid will be applied. The EXCLUSIONS section contains exclusions and limitations to coverage but not reasons for which the contract itself may be cancelled. No deductions of any type shall be made from any refund owed as a result of cancellation or buyout." If You are not satisfied with the manner in which We are handling Your claim, You may contact the Commissioner of the Division of Insurance at 1-888-872-3234. Section 9(h) is deleted in its entirety and replaced with the following: "CHANGES TO THE PLAN. WE MAY CHANGE THE ADMINISTRATION OF THE PLAN OR THESE TERMS AND CONDITIONS FOLLOWING APPROVAL BY THE NEVADA DIVISION OF INSURANCE AND UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. ANY SUCH CHANGES TO THE PLAN TERMS WILL BE EFFECTIVE UPON RENEWAL. WE MAY CHANGE THE PLAN PRICE AT RENEWAL UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE PLAN, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS."

New Hampshire: If You or We cancel this Plan, no deduction for claims paid will be applied to any pro-rata refund amounts due. If You or We cancel this Plan, We may deduct an administrative fee. The administrative

fee may not exceed ten percent (10%) of the gross amount paid by You for the Plan or seventy-five dollars (\$75), whichever is less. The following is added to Section 10: "Any civil action or alternative dispute resolution procedure brought in connection with this Plan shall be brought in the courts of New Hampshire. This arbitration provision is subject to RSA 542." In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department by mail at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, or by telephone at 603-271-2261.

New Jersey: The use of refurbished, reconditioned, or non-original manufacturer's parts is permitted.

New Mexico: The following is added to Section 8(b): "If You cancel this Plan during the Free Look Period without making any claims and We do not provide the full refund within sixty days after Your return of the Plan, a 10% penalty per month will be added to the unpaid refund. The right to void the service contract during the Free Look Period is not transferable and applies only to the original contract purchaser." Section 8(c) is replaced with the following: "If You terminate this Plan within thirty (30) days from the Plan Purchase Date after making a claim or after thirty (30) days from the Plan Purchase Date, You will receive a pro rata refund based on the time expired, less the cost of any claims made and a reasonable administrative fee that We may charge, not to exceed 10% of the contract price." Section 8(d) through (f) are replaced with the following: "We reserve the right to cancel this Plan upon thirty (30) days written notice. If We cancel the Plan, a pro-rata refund will be issued for the unexpired term, less the costs of any claims made. No administrative fee will be imposed if We cancel the Plan. If this Plan has been in effect for at least seventy (70) days, We may not cancel before the expiration of the agreed term or one year after this Plan's effective date, whichever occurs first, except for the following reasons: 1) Your failure to make full payment by the due date; 2) Your conviction of a crime that results in an increase in the service required under the Plan; 3) discovery of fraud or material misrepresentation by You in obtaining this Plan or in presenting a claim for service thereunder; or 4) discovery of an act or omission by You or a violation by You of any condition under this Plan, if it occurred after the effective date and substantially and materially increased the service required." If You have any concerns regarding the handling of Your claim, You may contact the Office of the Superintendent of Insurance at 1-855-427-5674.

New York and Washington: The following paragraph is added to Section 8(b): "If You cancel this Plan during the Free Look Period without making any claims and We do not provide the full refund within thirty days after Your return of the Plan, a 10% penalty per month will be added to the refund. The right to void the Plan during the Free Look Period is not transferable and applies only to the original contract purchaser."

North Carolina: The purchase of this Plan is not required either to purchase or to obtain financing for the Covered Product. Sections 8(d) through (f) are replaced with the following: "If the Plan has been in effect for seventy (70) days or more, We can only cancel the Plan due to: (1) Violations of the Plan's terms and conditions; (2) discovery of fraud or material misrepresentation by You; (3) an act or omission by You or a violation by You of any condition of the Plan that substantially and materially increases the service required under the Plan; and (4) nonpayment. Any refund will be a pro-rata refund based on the elapsed Term, less costs of any claims. If We cancel this Plan, We will send written notice at Your last known address at least fifteen (15) days prior to the cancellation date." The insurer of this Plan shall assume responsibility for the administration of the Plan if We are unable to do so.

Oklahoma: This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial-use references in a service warranty contract. This Plan is not issued by the manufacturer or wholesaler company marketing the product. The Obligor is AIG Warranty Services of Florida, Inc., Oklahoma

License No. 44200930. The term "etc." is stricken from this contract. Sections 8(b) through (c) are replaced with the following: "If You cancel this Plan within the first thirty (30) days of receipt, You will receive a full refund if you have made no claim and Your Plan is not subject to a WAIT PERIOD. If You cancel this Plan after thirty (30) days, You will receive a refund based on one hundred percent (100%) of the unearned pro rata premium, less a cancellation fee of ten percent (10%) of the unearned pro rata premium. No claim incurred or paid, nor any repair made, will be deducted from the amount to be returned in the event of cancellation. We may not cancel this Plan except for reasonable suspicion of fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation. If We cancel this Plan, We will refund one-hundred percent (100%) of the unearned pro-rata premium."

Oregon: AIG WarrantyGuard, Inc.'s license number in Oregon is 208059. Section 10 is deleted in its entirety and replaced with the following: "Most of Your concerns about the Plan can be addressed simply by contacting Us at 800-250-3819. In the event we cannot resolve any dispute, You and We may, in a separate agreement, consent to arbitration. Any arbitration proceedings shall be conducted under local rules as required under ORS Chapter 36. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING.**"

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, Telephone #: (803) 737-6160.

Texas: A ten (10%) percent penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Plan to Us. You may cancel this Plan after the time periods above or after You have made a claim for service by returning the Plan to the Administrator and receive a pro-rata refund of the Plan price less any claims that have been paid. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (512) 463-6599 or (800) 803-9202 (in Texas). The Provider is AIG WarrantyGuard, Inc., 500 W. Madison Street, Ste. 3000, Chicago, IL 60661.

Utah: 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 Guarantee Association. Proof of loss should be furnished by You to Us as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Plan does not invalidate or reduce a claim. Sections 8(d) through (f) are replaced with the following: "We may cancel this Plan during the first sixty (60) days of the initial term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation, except that We may also cancel this Plan during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel the Plan by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) Material misrepresentation; (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or (c) substantial breaches of contractual duties, conditions, or warranties." The following is added to Section 10: "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 ARIBRTRATION 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 contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extendedservice-contract-providers.shtml> to file a complaint.

Washington: Sections 8(d)through (f) are replaced with: "In the event of nonpayment, reasonable suspicion of fraud, material misrepresentation or if required to do so by a regulatory authority, We may cancel this Plan with twenty-one (21) days prior written notice. A pro rata refund will be issued for the unexpired coverage Term, less the costs of any claims paid. The notice of cancellation will include the reason and the effective date of cancellation." You are not required to wait before filing a claim directly with the insurer of this Plan. The commissioner is the Provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The obligations of the Provider under this Plan are insured by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661. You may make a claim directly with Illinois National Insurance Co. who insures the obligations of the Provider under this Plan at the foregoing address. Any arbitration proceedings initiated, brought, or required under Section 10 of this Plan will be held at a location in closest proximity to the service contract holder's permanent residence.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Section 8(c) is replaced with the following: "If You cancel this Plan within thirty (30) days from the Plan Purchase Date after making a claim or cancel this Plan after thirty (30) days from the Plan Purchase Date, We will refund 100% of the unearned pro rata provider fee, less the costs of any claims made and a reasonable administrative fee for cancellation, not to exceed 10% of the provider fee." Section 8(d) through (f) is replaced with the following: "We may only cancel this Plan for nonpayment of the provider fee, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the covered product or its use. We will mail written notice of cancellation to Your last known address at least five (5) days prior to cancellation by Us, which shall state the effective date of cancellation and the reason for cancellation. If We cancel this Plan for any reason other than nonpayment of the provider fee, We will refund 100% of the unearned pro rata provider fee, less any claims paid and a reasonable administrative fee for cancellation, not to exceed 10% of the provider fee." The following is added to Section 8: "In the event of total loss of covered property that is not covered by a replacement of the property under this Plan, You may cancel this Plan and receive a pro rata refund of any unearned provider fee, less any claims paid." We will not deny Your claim solely because You did not obtain preauthorization if We are not prejudiced by Your failure to notify Us. The "Subrogation" section does not apply to Wisconsin. The service contract provider is AIG WarrantyGuard, Inc. 500 W. Madison Street, Ste. 3000, Chicago, IL 60661. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.