

GUARD IT
SERVICE CONTRACT – LIFESTYLE ADJUSTABLE BASE
THIS IS NOT A CONTRACT OF INSURANCE
(Includes Dispute Resolution/Arbitration Agreement and Class Action Waiver)

Please read this Guard It Service Contract ("Service Contract") carefully, as it describes the protection You will receive in return for Your payment of the purchase price of this Service Contract and it contains a **Dispute Resolution/Arbitration Agreement and Class Action Waiver**. You must keep this Service Contract and Your Sales Order and receipt from the Selling Retailer for the product(s) You purchased, as You must produce them to obtain service and coverage under this Service Contract. You must maintain Your Covered Product, according to recommendations or requirements, if any, of the manufacturer's warranty or the Selling Retailer. There is no deductible for this Service Contract.

IMPORTANT: PLEASE READ THE MANUFACTURER'S OWNER'S MANUAL FOR YOUR LIFESTYLE ADJUSTABLE BASE ("COVERED PRODUCT") CAREFULLY. YOU MUST MAINTAIN THE COVERED PRODUCT AS INSTRUCTED IN THE OWNER'S MANUAL. THE OWNER'S MANUAL PROVIDES RESTRICTIONS SPECIFIC TO WEIGHT LIMITS AND LIFT MOTOR AND MASSAGE MOTOR USAGE. EXCEEDING THESE RESTRICTIONS OR FAILING TO MAINTAIN THE COVERED PRODUCT IN ACCORDANCE WITH THE OWNER'S MANUAL MAY VOID YOUR MANUFACTURER'S WARRANTY AND THIS SERVICE CONTRACT.

NOTICES: (1) THE PURCHASE OF THIS SERVICE CONTRACT IS NOT REQUIRED TO EITHER PURCHASE YOUR COVERED PRODUCT OR TO OBTAIN FINANCING; (2) THIS SERVICE CONTRACT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY OR SELLING RETAILER'S LIMITED PRODUCT WARRANTY, IF ANY, ON YOUR COVERED PRODUCT.

HOW TO GET SERVICE: ALL REPAIRS MUST BE AUTHORIZED BY THE ADMINISTRATOR PRIOR TO THE PERFORMANCE OF WORK. CLAIMS ON UNAUTHORIZED REPAIRS MAY BE DENIED.

- (1) Call us toll-free at (888) 835-8740 between the hours of 8:00 AM and 5:00 PM eastern standard time Monday through Friday, or You may file Your claim online at www.4repairs.net.
- (2) We will attempt to service your Covered Product in Your home, but the authorized servicer may opt to remove the Covered Product or a component to perform service outside your home, in which case, Your Covered Product will be returned to your home upon completion of service.
- (3) The section of this Service Contract entitled "What Is Covered" below describes the claims that are covered by this Service Contract. The manufacturer of Your Lifestyle Adjustable Base (the "Manufacturer") provides a warranty (the "Manufacturer's Warranty") for certain mechanical or electrical failures of, or damages to, your Lifestyle Adjustable Base (a "Breakdown"). As specified below, this Service Contract, which is offered by Us, and the contractual liability policies securing this Service Contract, do not provide coverage, administration or service for any repairs or replacements that are still covered by the Manufacturer's Warranty ("Manufacturer Warranty Claims"). However, notwithstanding that this Service Contract does not cover Manufacturer Warranty Claims, the Administrator of this Service Contract will attempt to assist You with Manufacturer Warranty Claims. Such assistance may include, at the Administrator's sole discretion, the following:
 - (a) We or the Manufacturer will trouble-shoot with You by telephone regarding the Breakdown; or
 - (b) We or the Manufacturer will send a service technician to Your home to repair Your Lifestyle Adjustable Base; or
 - (c) We or the Manufacturer will arrange for the replacement of Your Lifestyle Adjustable Base; or
 - (d) In certain circumstances, We will attempt to advise You or We will transfer Your call or refer You to the Manufacturer that will handle Your Manufacturer Warranty Claim.

To the extent We assist You pursuant to items (3)(a) through (3)(d) above, the Manufacturer (not Us) will remain responsible for the cost of any services, labor, parts or repairs as provided in the Manufacturer's Warranty.

1. DEFINITIONS:

- (1) "**Obligor**", "**We**", "**Us**" and "**Our**": The company obligated under this Service Contract is **4warranty Corporation**, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (888-835-8740), in all states except in Florida where it is **Lyndon Southern Insurance Company**, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698;
- (2) "**You**" and "**Your**": The original purchaser of the Covered Product, or the lessee, if the Product was acquired under a lease-to-own arrangement ("**LTO Arrangement**");
- (3) "**Administrator**": 4warranty Corporation, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (888-835-8740);
- (4) "**Selling Retailer**": The Rooms To Go affiliate selling the Covered Product and this Service Contract; and
- (5) "**Covered Product**": The Lifestyle Adjustable Base with respect to which You purchased this Service Contract, as listed on Your Sales Order and receipt from the Selling Retailer.
- (6) "**Power Base**" or "**Power Foundation**": for the purpose of this Service Contract, the lifting and lowering mechanisms, lift or drive motor, massage motor (if applicable) and electrical components (including remote control) of a Lifestyle Adjustable Base.

2. LIFESTYLE ADJUSTABLE BASE PLAN:

TERM: The term of this Service Contract begins on the date Your Covered Product is delivered and continues for a period of seven (7) years. Coverage is effective upon the expiration of the shortest portion of the Manufacturer's Warranty, except that damage from an electrical surge commences upon delivery of the Covered Product. In the event Your Covered Product is being serviced by an authorized service center when this Service Contract expires, the term of this Service Contract will be extended until the covered repair has been completed. Subject to the LIMIT OF LIABILITY below, this Service Contract covers the cost of all labor and parts necessary to repair Your Covered Product. All or part of the Covered Product may be replaced, in lieu of repair, at Our sole discretion. Items and materials replaced under the terms and conditions of this Service Contract become Our sole property except where prohibited by law. THIS SERVICE CONTRACT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.

WHAT IS COVERED: THIS SERVICE CONTRACT COVERS ONLY THE LIFESTYLE ADJUSTABLE BASE. During the term of this Service Contract, subject to the section entitled "WHAT IS NOT COVERED," We will only pay:

The cost of labor and parts to repair or replace the Breakdown of frames, decking/platforms, remote controls (including remote control units and receivers), and the following mechanisms: lifting and lowering mechanisms; sleeper mechanisms; reclining and inclining motors; drive motors; vibrating and massaging mechanisms; AC/DC transformers; control, junction and power down boxes; cable failures, and heating units, all of which will be covered only if they were originally covered by a Manufacturer's Warranty for parts and/or labor and the Manufacturer's Warranty for such applicable items has expired. Damages as a direct result of a power surge are also covered.

WE DO NOT COVER MATTRESSES, BOX SPRINGS, HEADBOARD, FOOTBOARD OR ANY OTHER COMPONENT ON YOUR LIFESTYLE ADJUSTABLE BASE NOT SPECIFICALLY LISTED ABOVE UNDER "WHAT IS COVERED".

Parts or replacement items will be provided at Our sole option with those of similar quality and features, as determined by Us, and may be new or remanufactured. If (1) the Covered Product cannot be repaired, (2) the cost of the repair exceeds the original purchase price, or (3) the parts are no longer available or are discontinued by the manufacturer, Your affected item will be replaced with a product of similar quality and features as solely determined by Us.

LTO ARRANGEMENTS: Where the Covered Product was initially acquired under an LTO Arrangement, any refund of the purchase price for this Service Contract as a result of a cancellation of this Service Contract will be paid to the owner of the Covered Product at the time the settlement is made. This will be the Lessor if You have not yet acquired ownership of the property pursuant to the terms and conditions of Your LTO Arrangement. In all other respects, the Lessee will retain a beneficial interest in this Service Contract and all non-cash benefits described herein shall be rendered to the Lessee. Any owner obligations related to maintenance of the Covered Product shall be the responsibility of the Lessee during the term of any LTO Arrangement except as provided by law. Any reference in this Service Contract to purchased, sold, or similar terms shall include leased and its derivatives. Any reference in this Service Contract to purchaser shall mean the Lessee under the LTO Arrangement and not the Lessor.

LIMIT OF LIABILITY: Our limit of liability for the Covered Product is the least of (i) the cost of authorized repairs to the Covered Product, (ii) the cost of replacement of the Covered Product with a product of similar quality and features, as determined by Us, and (iii) the original purchase price for the Covered Product, excluding sales tax, delivery and installation costs, finance charges, interest and premiums, fees and other costs related to the purchase, lease or rental of the Covered Product. Upon replacement, We no longer have any obligation for the replaced or replacement product under this Service Contract. The total liability under this Service Contract for all repairs or replacement of a Covered Product is the purchase price You paid for the Covered Product, excluding sales tax, and delivery and installation costs, but not to exceed the full purchase price shown on Your receipt or as reflected in the Selling Retailer's records. For Covered Products that are part of a promotion or were provided free of charge to You as part of Your purchase, We will apply the regular retail price that the Selling Retailer charged for the Covered Product (absent the promotion) when determining the Limit of Liability.

SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES OR ESTIMATES FOR REPAIRS NOT COVERED UNDER THIS SERVICE CONTRACT ARE YOUR RESPONSIBILITY.

DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, WHICH INCLUDE, BUT ARE NOT LIMITED TO, PROPERTY DAMAGE, ANY DELAY IN RENDERING SERVICE UNDER THIS SERVICE CONTRACT, LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT, OR WHILE OTHERWISE AWAITING PARTS.

HOW TO FILE A CLAIM: You must contact the Administrator for authorized service within thirty (30) days of noticing the defect or damage to Your Covered Product. Failure to contact the Administrator within thirty (30) days of noticing the defect or damage may result in claim denial. Call Us toll-free at **888-835-8740** between the hours of 8:00 AM and 5:00 PM Eastern Time Monday-Friday, or go online to www.4repairs.net. Prior to Our dispatching service to Your location, We may request that You provide Us with pictures of Your defective or damaged Covered Product. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. You may be asked for a credit card number before We dispatch service to Your location. If You refuse service on a Covered Product after We have dispatched the repair servicer to Your location, You will be billed for that servicer's applicable trip charge. You agree that We or the Administrator may share with the servicer information about You and Your Covered Product, including, without limitation, Your name, phone number(s), address, email address and the products You purchased from the Selling Retailer.

In-Home Service will be performed in Your home whenever possible, provided that the servicer may opt to remove Your Covered Product to perform service in-shop and will return the Covered Product upon completion. If You are not within one of the Administrator's authorized service areas, You may request termination and refund of the Service Contract sales price subject to the cancellation provision in this Service Contract. If You choose, the Administrator will provide service at the nearest service location and You must provide the necessary deliveries and pickups at Your expense. Service is available during the regular business hours of the servicer. We do not guarantee days or time of service. We will not be liable for any damages arising out of delays, either before or after a day or time of service is agreed upon. You must make the Covered Product reasonably accessible to the repair person. If the Covered Product is not accessible, We may decline to provide service or assess You an additional charge, proportionate with the difficulty in working on the Covered Product.

WHAT IS NOT COVERED:

We will not cover the following:

- (A) Products not originally covered by a manufacturer's warranty;
- (B) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs;
- (C) Cleaning; Periodic checkups; preventive maintenance;
- (D) Any and all pre-existing conditions that occur prior to the effective date of this Service Contract and/or any product sold used or "AS-IS", including but not limited to floor models and demonstration models;
- (E) Parts or repairs due to normal wear and tear unless tied to a Breakdown; items normally designed to be periodically replaced by You during the life of the Covered Product, including but not limited to batteries, fuses, light bulbs, heating elements, etc.;
- (F) Damage from accident, abuse, misuse, mishandling, introduction of foreign objects into the covered product, unauthorized modifications or alterations to the Covered Product;
- (G) Failure to follow the manufacturer's instructions in the owner's manual and exceeding usage restrictions;
- (H) External causes of any kind (other than a power surge), including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; Loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;
- (I) Incidental, consequential or secondary damages or delay in rendering service under this Service Contract; loss of use during the period that the covered product is at an authorized service center or awaiting parts;
- (J) Any product used in a commercial setting, including, without limitation, third party rental properties, hospitals, nursing homes and eldercare facilities;
- (K) Failures that occur outside of the 50 states of the United States of America and the District of Columbia;
- (L) Non-functional or aesthetic parts including but not limited to cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents;
- (M) Unauthorized repairs and/or parts;
- (N) Cost of installation, setup, diagnostic charges, removal or reinstallation of the Covered Product, except as provided herein;
- (O) Accessories used in conjunction with a covered product (except remotes) including but not limited to electrical cords and power strips;
- (P) Service where no problem can be found; noises; squeaks; rust or corrosion of any kind;
- (Q) Breakdowns that are not reported to Us during the term of this Service Contract;

- (R) Headboard and footboard or any other component not specifically listed as covered in "WHAT IS COVERED";
- (S) Damage or Breakdown caused by improper assembly or obstructions; service calls for educational purposes; programming remotes; failure of remote or Power Base to operate properly due to interference with radio or other signals; and
- (T) Any other loss not described in the section entitled "WHAT IS COVERED" above.

THIS SERVICE CONTRACT WILL NOT COVER BODILY INJURY OR PROPERTY DAMAGE. IN NO EVENT SHALL 4WARRANTY CORPORATION, OUR INSURER(S) OR ANY OF OUR AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE.

3. SPECIFIC CONDITIONS:

Renewal: This Service Contract is not renewable.

Transferability: This Service Contract is not transferable.

Territories: The Service Contract territory is limited to the geographic area of the United States, including the District of Columbia, only. It does not include any U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands, and does not include Canada.

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 recover. Your rights to recover from others may not be waived.

4. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER/THIRD PARTY BENEFICIARIES: PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section 4 of this Service Contract), You, We, and the Administrator (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this Service Contract, including but not limited to claims related to the underlying transaction giving rise to this Service Contract, claims related to the sale or fulfillment of this Service Contract, and claims against any third-party (including the Selling Retailer and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this Service Contract or the underlying transaction or the sale or fulfillment of this Service Contract (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. "Claims" does not include a claim for public injunctive relief brought under any California statute enacted for a public reason, provided that You are a California resident or purchased Your Service Contract in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this Service Contract.

The Parties agree and acknowledge that the transaction evidenced by this Service Contract affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Service Contract shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Service Contract shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of your claims are frivolous, you shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the

Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this **Service Contract** or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS SERVICE CONTRACT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER). To opt out, You must send written notice to either: (1) 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, "Arbitration Opt Out." You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Service Contract; and (c) the Selling Retailer. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration. Where the Covered Product was acquired under a LTO Arrangement, only the lessee (and not the lessor) under the LTO Arrangement may opt-out pursuant to the terms of this provision, and the lessor shall be bound by the lessee's decision whether to opt out.

THIRD PARTY BENEFICIARIES. All Parties agree that the Selling Retailer and its owners, shareholders, members, affiliates, parents, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns (collectively, "Third Party Beneficiaries"), are and are expressly intended to be direct and primary beneficiaries of this Arbitration Agreement and Class Action Waiver, and that each Third Party Beneficiary shall be entitled to require and participate in arbitration under the Arbitration Agreement and Class Action Waiver.

5. CANCELLATION:

You may cancel this Service Contract for any reason at any time. If You cancel Your Service Contract within ninety (90) days of receipt of Your Service Contract, You will receive a full refund of the price of this Service Contract, less the cost of claims paid. If You cancel after ninety (90) days of receipt of Your Service Contract You will receive a pro-rata refund based on the period expired under this Service Contract, less the cost of claims paid.

We may not cancel this Service Contract except for fraud, material misrepresentation or non-payment by You; or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least sixty (60) days prior to cancellation. If We cancel, the refundable portion of the purchase price of this Service Contract is based upon one-hundred percent (100%) of the unearned pro-rata amount of the purchase price of this Service Contract on the date of its cancellation, less the cost of claims paid.

Any cancellation, expiration, or termination of this Service Contract, including by You or by Us, shall not cancel, expire or terminate the Arbitration Agreement and Class Action Waiver, which shall remain in effect (unless You opted out of the Arbitration Agreement and Class Action Waiver in a timely and proper manner).

6. ENTIRE AGREEMENT: This Service Contract constitutes the entire agreement between the Parties, and no representation, promise or condition (made by any person or entity) that is not expressly contained herein shall modify any of the terms or conditions of this Service Contract. The Selling Retailer is not a party to this Service Contract, and this Service Contract does not constitute the entire agreement between You and the Selling Retailer.

7. INSURANCE: THE OBLIGOR UNDER THIS SERVICE CONTRACT IS INSURED BY "LYNDON SOUTHERN INSURANCE COMPANY", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN GEORGIA WHERE THE OBLIGOR IS INSURED BY "INSURANCE COMPANY OF THE SOUTH", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738. IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED. YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

8. STATE REQUIREMENTS AND DISCLOSURES:

Service Contracts governed by the law of the following states are amended as follows:

Alabama: CANCELLATION section is amended to add the following: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Contract, if You cancel Your Service Contract within ninety (90) days of receipt of Your Service Contract. Any cancellation, expiration, or termination of this Service Contract, including by You or by Us, shall not cancel, expire or terminate the Arbitration Agreement and Class Action Waiver, which shall remain in effect (unless You opted out of the Arbitration Agreement and Class Action Waiver in a timely and proper manner).

Florida: This Service Contract is between Lyndon Southern Insurance Company (License No. 03698) and You, the purchaser. **The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation.**

CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Service Contract for any reason at any time. If You cancel Your Service Contract within ninety (90) days of receipt of Your Service Contract, You will receive a full refund of the price of this Service Contract, less the cost of claims paid. If You cancel after ninety (90) days of receipt of Your Service Contract return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. If this Service Contract is cancelled by Us or Administrator, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on Your behalf. We may not cancel this Service Contract except for fraud, material misrepresentation or non-payment by You; or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Any cancellation, expiration, or termination of this Service Contract, including by You or by Us, shall not cancel, expire or terminate the Arbitration Agreement and Class Action Waiver, which shall remain in effect (unless You opted out of the Arbitration Agreement and Class Action Waiver in a timely and proper manner).

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. In the "WHAT IS NOT COVERED" section of this Service Contract, exclusion (D) is removed and replaced with: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN BY YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE CONTRACT AND/OR ANY PREVIOUSLY DAMAGED PRODUCT.

CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Service Contract for any reason at any time. If You cancel Your Service Contract within ninety (90) days of receipt of Your Service Contract You will receive a full refund of the price of this Service Contract. If You cancel after ninety (90) days of receipt of Your Service Contract, You will receive a pro rata refund of the Service Contract price. We may not cancel this Service Contract except for fraud, material misrepresentation, or non-payment by You. If We cancel, the refundable portion of the purchase price of this Service Contract is based upon one-hundred percent (100%) of the unearned pro-rata amount of the purchase price of this Service Contract on the date of its cancellation. In the event of cancellation by Us, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund.

Any cancellation, expiration, or termination of this Service Contract, including by You or by Us, shall not cancel, expire or terminate the Arbitration Agreement and Class Action Waiver, which shall remain in effect (unless You opted out of the Arbitration Agreement and Class Action Waiver in a timely and proper manner). Pursuant to O.C.G.A. 33-7-6 (c) (2), nothing contained in the Arbitration Agreement provision shall affect your right to file a direct claim under the terms of this contract against Insurance Company of the South.

Mississippi: Section 4 of this Service Contract is amended to add:

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This Service Contract includes a binding Arbitration agreement.
- 2.) The Arbitration agreement requires that any dispute related to Your coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on You and Us.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When You become a Service Contract holder under this Service Contract You must resolve any dispute related to the Service Contract by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should You need additional information regarding the binding arbitration provision in the Service Contract, You may contact Our toll free assistance line at **888-835-8740**.

North Carolina: CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Service Contract for any reason at any time. If You cancel Your Service Contract within ninety (90) days of receipt of Your Service Contract You will receive a full refund of the price of this Service Contract, less the cost of claims paid. If You cancel after ninety (90) days of receipt of Your Service Contract You will receive a pro-rata refund based on the period expired under this Service Contract, less the cost of claims paid. We may not cancel this Service Contract except for nonpayment by You or for violation of any of the terms and conditions of this Service Contract; or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, the refundable portion of the purchase price of this Service Contract is based upon one-hundred percent (100%) of the unearned pro-rata amount of the purchase price of this Service Contract on the date of its cancellation. Any cancellation, expiration, or termination of this Service Contract, including by You or by Us, shall not cancel, expire or terminate the Arbitration Agreement and Class Action Waiver, which shall remain in effect (unless You opted out of the Arbitration Agreement and Class Action Waiver in a timely and proper manner).

South Carolina: If You purchased this Service Contract in South Carolina, complaints or questions about this Service Contract may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended to add the following: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Contract, if You cancel Your Service Contract within ninety (90) days of receipt of Your Service Contract. Any cancellation, expiration, or termination of this Service Contract, including by You or by Us, shall not cancel, expire or terminate the Arbitration Agreement and Class Action Waiver, which shall remain in effect (unless You opted out of the Arbitration Agreement and Class Action Waiver in a timely and proper manner).

Texas: If You purchased this Service Contract in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. Administrator: 4warranty Corporation, 10151 Deerwood Park Blvd, Building 100, Suite 500, Jacksonville, FL 32256 (888-835-8740) Lic # 275. CANCELLATION section is amended to add the following: You, the Service Contract Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which Your Service Contract is returned to Us. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-six (46) days of receipt of returned Service Contract, if You cancel Your Service Contract within ninety (90) days of receipt of Your Service Contract. Any cancellation, expiration, or termination of this Service Contract, including by You or by Us, shall not cancel, expire or terminate the Arbitration Agreement and Class Action Waiver, which shall remain in effect (unless You opted out of the Arbitration Agreement and Class Action Waiver in a timely and proper manner).

Virginia: If any promise made in the Service Contract 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-extended-service-contract-providers.shtml to file a complaint.