



Furniture Protection Plan

Terms and Conditions

Welcome.



Kaley

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

This document will cover:

1. Plan Introduction
2. Your Responsibilities
3. Definitions
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1. Plan Introduction

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

2. Your Responsibilities

- 2.1. Please read these terms and conditions carefully so that You fully understand Your coverage and make an informed decision. We draw Your attention to the limitations, conditions, obligations, and exclusions stipulated under this Plan, which is designed to keep this Plan affordable for You and manageable for Us.
- 2.2. This Plan does not replace Your manufacturer or Selling Retailer warranty, extended warranty, maintenance plan, insurance policy or lease-to-own agreement ("LTO") You may have for the Covered Product. This is not a contract of insurance.
- 2.3. You must maintain the Covered Product as recommended by the manufacturer's owner's manual or any other warranty included with the Covered Product.
- 2.4. You must keep this Plan as You may be required to provide it to obtain service. Refer to Your Purchase Confirmation to determine the Contract Term and other important information that may affect Your coverage under this Plan.

3. Definitions

- 3.1. **Administrator:** Extend, Inc., 3300 N. Interstate 35, Ste 700, Austin, TX 78705, (877) 248-7707, support@extend.com.
- 3.2. **Breakage:** unexpected accidental damage that does not include Failure.
- 3.3. **Contract Term:** the length of time coverage is provided by this Plan, as shown on Your Purchase Confirmation.
- 3.4. **Coverage Term:** the period that Your Covered Product is covered by this Plan which begins upon the later of (i) the first delivery date of Your Covered Product (if Covered Product individual items are shipped separately) or (ii) the purchase date of Your Plan, and ends after the Contract Term, as shown on Your Purchase Confirmation. Our obligation under this Plan will cease at the end of the Coverage Term unless ending earlier according to the terms of this Plan.
- 3.5. **Covered Product:** a single furniture item or multiple furniture items/products sold under a single Stock Keeping Unit (SKU) (unless indicated otherwise in Section 4. "Eligibility") that is covered by this Plan and shown on Your Purchase Confirmation.
- 3.6. **Extend, Our, Us, or We:** the Obligor obligated to perform under this Plan, who may also be a seller of the Plan.
- 3.7. **Failure:** mechanical, electrical, or structural breakdown of Your Covered Product causing Your Covered Product not to perform its intended function due to defects in materials or workmanship. Coverage of mechanical, electrical, or structural Failure (if applicable to Your Covered Product) begins upon the expiration of the manufacturer or Selling Retailer warranty.
- 3.8. **Leather:** genuine leather (aniline, finished, pull-up, waxed, semi-aniline) and manufactured leather (bicast, bonded, split grain, faux leather, or vinyl). **Furniture made of other leather types (such as suede and exotic) are ineligible.**
- 3.9. **Obligor:** Extend Warranty Services Corporation except in Florida, Oklahoma, and Washington where the Obligor of this Plan is Extend Protection Corporation, both located at 3300 N. Interstate 35, Ste 700, Austin, TX 78705, (877) 248-7707.
- 3.10. **Pet:** a cat, dog, bird, fish, rabbit, hamster, guinea pig, gerbil, caged reptile, or caged amphibian kept in the home for companionship purposes.
- 3.11. **Plan:** this plan or service contract between You and Us, including the Purchase Confirmation.
- 3.12. **Plan Price:** the price You paid for this Plan, as shown on Your Purchase Confirmation.
- 3.13. **Purchase Confirmation:** Your sales receipt or purchase confirmation email from Extend or the Selling Retailer or the linked document provided on the sales receipt for the purchase of this Plan.
- 3.14. **Purchase Price:** the price You paid for the Covered Product, excluding sales tax, delivery, installation, and handling, as shown on Your Purchase Confirmation.
- 3.15. **Selling Retailer:** the entity selling the Covered Product and this Plan as shown on Your Purchase Confirmation.
- 3.16. **You, Your, or Purchaser:** the purchaser of the Covered Product(s) and this Plan, as shown on Your Purchase Confirmation, including the lessor of the Covered Product (Lessor) if the Covered Product was acquired under an LTO, and any authorized transferee/assignee of the Purchaser.

4. Eligibility

The following furniture items used in a residential setting, as defined below, are eligible for coverage:

- 4.1. **Adjustable Bed Base:** multi-hinged bed frame(s), that can be profiled to a number of different positions such as inclining the upper body and raising the lower body independently of each other.

- 4.2. **Indoor Furniture:** indoor furniture constructed of upholstered fabric, Leather, or wood/hard surfaces.
- 4.3. **Outdoor Furniture:** outdoor furniture, free-standing/mobile canopies, gazebos, umbrellas, and pergolas constructed of upholstered fabric (excluding leather) and wood/hard surfaces, all of which are intended for outdoor use.

5. What is Covered

5.1. Adjustable Bed Base:

- 5.1.1. This Plan provides coverage for Failures to the following components during normal use, except for what is listed in Section 6. "What is Not Covered."
 - 5.1.1.1. Frames.
 - 5.1.1.2. Welds.
 - 5.1.1.3. Mechanisms (including inclining, reclining, heating, and vibrating).
 - 5.1.1.4. Electrical components (including motors, wiring, and remote operation devices).
 - 5.1.1.5. We will provide service under this Plan only for Failure of a component part of Your Covered Product that was originally installed by the manufacturer and covered by an original manufacturer warranty or Selling Retailer warranty and such warranty has expired.
- 5.1.2. We will provide coverage only for that portion of the original manufacturer or Selling Retailer warranty or extended warranty that has expired. For example, if the warranty for labor has expired, but the warranty for parts remains in effect, then We will be responsible only for the labor required to repair or replace component parts of Your Covered Product, or to replace Your Covered Product as provided by this Plan.

5.2. Indoor Furniture: This Plan provides coverage for the following Failure and accidental stains or damage that arise from a specific occurrence during normal use, except for what is listed in Section 6. "What is Not Covered."

5.2.1. Fabric or Leather Upholstered Furniture:

- 5.2.1.1. Human or Pet bodily fluid/waste stains (not including perspiration, hair oils, or body oils).
- 5.2.1.2. Food or beverage stains.
- 5.2.1.3. Ballpoint pen ink stains.
- 5.2.1.4. Nail polish/nail polish remover stain or damage.
- 5.2.1.5. Punctures, cuts, tears, or rips.
- 5.2.1.6. Burns that are not caused by a fire.
- 5.2.1.7. Seam separation.
- 5.2.1.8. Zipper and button Breakage.
- 5.2.1.9. Failure of frames, springs, mechanisms, motors, levers or hand wands, or power or remote cords used for sleeper, reclining, and inclining applications, and integral electronic components (chargers, power outlets, lighting, LEDs, USB ports, massage mechanisms, tablet and laptop docking stations, speakers), that were originally installed by the manufacturer and covered by an original manufacturer's warranty and such warranty has expired.

5.2.1.10. **Note:** Items 5.2.1.7. through 5.2.1.9. are covered regardless of whether the damage arises from a specific occurrence or not.

5.2.2. Wood and Other Hard Surface Furniture:

- 5.2.2.1. Nail polish/nail polish remover stain or damage.
- 5.2.2.2. Liquid marks and rings.
- 5.2.2.3. Breakage, other than Failure.
- 5.2.2.4. Scratches, gouges, or chips.
- 5.2.2.5. Burns or heat marks that are not caused by a fire.
- 5.2.2.6. Checking, cracking, bubbling, or peeling of the finish.
- 5.2.2.7. Chips, scratches, and Breakage of glass or mirrors.
- 5.2.2.8. Loss of silvering on mirrors.
- 5.2.2.9. Failure of frames, springs, mechanisms, motors, levers or hand wands, or power or remote cords used for lift, height adjustment, reclining, and inclining applications, and integral electronic components (chargers, power outlets, lighting, LEDs, USB ports, tablet, and laptop docking stations, speakers), that were originally installed by the manufacturer and covered by an original manufacturer or Selling Retailer warranty and such warranty has expired.

5.3. Outdoor Furniture: This Plan provides coverage for certain Failures and the following accidental stains or damage that arise from a specific occurrence during normal use, except for what is listed in Section 6. "What is Not Covered."

5.3.1. Fabric Upholstered Areas and Cushion Sets:

- 5.3.1.1. Human and Pet bodily fluid/waste stains (not including perspiration, hair oils, or body oils).

- 5.3.1.2. Food or beverage stains.
- 5.3.1.3. Ballpoint pen ink or marker stains.
- 5.3.1.4. Cosmetic, suntan lotion, or suntan oil stains.
- 5.3.1.5. Bleach or chlorine stains.
- 5.3.1.6. Punctures, cuts, tears, or rips.
- 5.3.1.7. Burns or heat marks that are not caused by a fire.
- 5.3.2. **Outdoor Hard Surfaces (including wood, glass, stone, wicker, plastic/resin, and metal):**
 - 5.3.2.1. Food or beverage stains.
 - 5.3.2.2. Scratch, gouge, chip, crack, burn, heat mark, liquid mark or ring.
 - 5.3.2.3. Breakage, other than Failure.
 - 5.3.2.4. Breakage of tabletops, other than Failure.
 - 5.3.2.5. Breakage of welds, other than Failure.
 - 5.3.2.6. Breakage or Failure of rocker, swivel, glide, and recline mechanisms.
 - 5.3.2.7. Scratches on cast aluminum that penetrate through the finish exposing the aluminum.
- 5.3.3. **Free-standing/Mobile Canopy, Gazebo, Umbrella, and Pergola:**
 - 5.3.3.1. Food or beverage stains.
 - 5.3.3.2. Failure of support ribs or cover sling frame if these components were originally covered by an original manufacturer or Selling Retailer warranty and such warranty has expired.
 - 5.3.3.3. Burns that are not caused by a fire.
 - 5.3.3.4. Failure of mechanisms, if these components were originally covered by an original manufacturer or Selling Retailer warranty and such warranty has expired.

6. What is Not Covered

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

6.1. ALL PRODUCT CATEGORIES

- 6.1.1. any Failure that occurs before the expiration of the manufacturer or Selling Retailer warranty,
- 6.1.2. any stain, damage, or Failure if You have not fulfilled Your responsibilities as described in this Plan,
- 6.1.3. loss or injury to a person, or loss or damage to other property, or any incidental, contingent, special, or any direct or indirect loss and consequential damages, including, but not limited to, losses incurred due to any delay in rendering service under this Plan, or resulting in loss of use,
- 6.1.4. stains, damage, or Failure that is covered by a recall or factory bulletins. This exclusion applies even if the manufacturer is no longer doing business as an ongoing enterprise,
- 6.1.5. any stain, damage, or Failure covered under any maintenance plan, manufacturer warranty, extended warranty, Selling Retailer warranty, homeowner's or LTO/renter's or other insurance policy, credit card protection program, lease-to-own, or other protection plan,
- 6.1.6. when the actions listed in Section 7. "How to File a Claim" have not been followed,
- 6.1.7. any consumables (items designed to be periodically replaced during the life of the Covered Product), such as filters, batteries, and light bulbs,
- 6.1.8. non-functional parts such as knobs, plastic parts, buttons, and rollers,
- 6.1.9. routine cleaning or preventative maintenance, or customer education,
- 6.1.10. the buildup of stains, damage, or Failures caused by normal or ordinary wear-and-tear, and/or the buildup of stains, damage, or Failures that accumulate gradually over time from repeated use, rather than from a particular occurrence. This includes, but is not limited to, stains from perspiration, hair oil, or body oil,
- 6.1.11. areas of the Covered Product that are made or upholstered with the customer's own material (COM). However, non-COM areas or components may be eligible for service,
- 6.1.12. seat cushions, throw pillows, or other accessories not purchased as part of the Covered Product,
- 6.1.13. manufacturer's product quality issues, including but not limited to damage or Failure resulting from defects in design, materials, or workmanship,
- 6.1.14. loose joints,
- 6.1.15. nubuck, suede, exotic, embossed, or stamped leather,
- 6.1.16. split-grain leather hides used in seat cushions, back cushions, or arm areas,
- 6.1.17. stress tears (tearing or ripping of upholstery within one-half inch of and parallel to the seam line) or fabric flaws,

- 6.1.18. any product sold without a manufacturer or Selling Retailer warranty,
- 6.1.19. Failures, including but not limited to items not covered, noises, squeaks, etc.,
- 6.1.20. any Covered Product that is not accessible for service,
- 6.1.21. fading, color loss, color change, or dye transfer,
- 6.1.22. stains and damage caused by acid, bleach, or caustic solutions,
- 6.1.23. loss of foam and/or innerspring resiliency (including body impressions),
- 6.1.24. odors, including odors that remain after a visible stain is cleaned,
- 6.1.25. scuffing, scrapes, or other surface abrasions, including pilling, snags, bunching, or fraying of fabric, and surface scratches (those that do not penetrate the finish or material) on leather or hard surfaces,
- 6.1.26. cracking and peeling of leather,
- 6.1.27. leather markings such as, but not limited to, scars, insect bites, brand marks, and wrinkles, and wood or fabric dye lot, finish, or color variations,
- 6.1.28. "X" cleaning code and non-colorfast materials, fabric, or leather (fabric or leather that loses color even when cleaned according to the manufacturer cleaning instructions),
- 6.1.29. stain, damage, or Failure caused by prolonged periods of dampness or condensation, or caused by water leaks, including but not limited to those from skylights, roofs, or water pipes, appliance malfunctions, air conditioners, and water heaters,
- 6.1.30. stain, damage, or Failure caused by fire, smoke, flood, natural disaster, or act of God; theft, vandalism, or as a result of any other illegal activity,
- 6.1.31. stain, damage, or Failure caused by independent contractors, including but not limited to cleaning or maintenance personnel, painters, or other repair or contractor services that were not retained by Extend to service Your Covered Product,
- 6.1.32. Your failure to care for and maintain the Covered Product in accordance with the manufacturer's recommendations, instructions, or warranty,
- 6.1.33. damage caused by lost or improper electrical (including surges) or fuel supply,
- 6.1.34. use of Your Covered Product for a purpose other than that for which it was designed,
- 6.1.35. cleaning methods other than those recommended by the manufacturer. This includes color loss or color change,
- 6.1.36. animal stains and damage,
- 6.1.37. repeated incidents of human and Pet bodily fluid/waste stains (including, but not limited to, incontinence) and Pet damage,
- 6.1.38. a Covered Product that shows signs of infestation by insects, bed bugs, termites, cockroaches, rodents, or other vermin,
- 6.1.39. stains or damage caused by, or resulting in, mold or mildew,
- 6.1.40. stains, damage, or Failure caused by (a) intentional acts or (b) non-accidental acts or omissions which, in Our sole discretion, are determined to have been reasonably preventable and are severe, excessive, extreme, or repetitious in nature, including but not limited to cuts, rips, teething marks, tears, ink, paint, crayon, marker, or pencil damage,
- 6.1.41. this Plan does not cover Failure, stains, or damage that occur in non-household environments, including but not limited to:
 - 6.1.41.1. before the Covered Product is delivered to Your residence; while the Covered Product is located somewhere other than within Your residence, including but not limited to when in storage, being moved to or from storage, or between residences,
 - 6.1.41.2. a Covered Product that is or has been used for business, commercial, institutional, or rental purposes, including but not limited to a Covered Product used for a daycare center or used in premises rented to others, or used in communal areas of multi-family housing, regardless of the length of the rental period.
- 6.1.42. any stain, damage, or Failure caused during delivery, unpacking, assembly, installation, or transportation,
- 6.1.43. all pre-existing conditions or damage to Covered Products occurring prior to the Coverage Term, including damage occurring to floor samples, LTO/rental, or other products sold "as-is" before delivery,
- 6.1.44. coverage under this Plan is not available while Your Covered Product is located outside of the U.S. and Canada.
- 6.2. **CATEGORY SPECIFIC EXCLUSIONS** – In addition to the exclusions listed above, this Plan does not cover:
 - 6.2.1. **Adjustable Bed Base:**
 - 6.2.1.1. cosmetic damage, rust, corrosion, scratches, or dents,

- 6.2.1.2. mattresses, where only adjustable bed base coverage is purchased,
- 6.2.1.3. stains or damage to upholstered adjustable bed bases.
- 6.2.2. **Indoor Furniture:**
 - 6.2.2.1. any stain of unknown origin,
 - 6.2.2.2. mattresses, box springs, mattress foundations,
 - 6.2.2.3. components and mechanisms integrated into Furniture, including but not limited to adjustable bed frames, sinks, plumbing, robotics, TV lifts, electronics, USB ports, electrical outlets, electrical appliances, fireplaces, clocks, or others.
- 6.2.3. **Outdoor Furniture:**
 - 6.2.3.1. any stain of unknown origin,
 - 6.2.3.2. mattresses,
 - 6.2.3.3. components and mechanisms integrated into Furniture, including but not limited to adjustable bed frames, sinks, plumbing, robotics, TV lifts, electronics, USB ports, electrical outlets, electrical appliances, fireplaces, clocks,
 - 6.2.3.4. any natural gas, propane, electric, or wood burning fire pit,
 - 6.2.3.5. animal damage (such as damage from beaks, teeth, and claws),
 - 6.2.3.6. damage caused by improper storage during winter months, damage caused by wind, ice formation, moisture excursion, salt water, power washing, acidic corrosion, or rusting.

7. How to File a Claim

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

- 7.1. Read this entire Plan carefully to understand what this Plan covers and does not cover. We determine the coverage eligibility of Your Covered Product on the basis of this Plan document, the information You provide to Us when You submit Your claim, and, in some cases, the findings of an authorized technician during a service visit We arrange. Similarly, if an authorized technician finds the nature of the Failure, stain, or damage is different from what You reported to Us, Your claim might not be covered under this Plan.
- 7.2. Within thirty (30) days of the date that a Failure, stain, or damage occurs to Your Covered Product, You must report that Failure, stain, or damage to Us, or Your claim will be denied. To report the Failure, stain, or damage to Us, You may either: (a) Go online to <https://customers.extend.com/claims> or (b) Call the toll-free number at (877) 248-7707 during normal business hours, Monday through Friday.
- 7.3. We must receive any photos or other documentation that We may request in order to process Your claim within thirty (30) days of when You first reported Your claim. Otherwise, Your claim may be denied.

8. Service Procedures and Limit of Liability

- 8.1. If Your Covered Product suffers a covered Failure or is accidentally stained or damaged during the Coverage Term, and the type of Failure, stain, or damage is covered under this Plan, We will repair, replace, or provide You with a settlement as described in section 8.1.3.2., not to exceed the Limit of Liability. Our service begins with Step 1 below, if applicable. If Step 1 below does not fully address the Failure, stain, or damage, We will move to one or more of the other steps below:
 - 8.1.1. **Step 1. Cleaning Kit for Stains:** We may provide You with a cleaning kit or advice on how You may be able to remove the stain if You would like to try removing the stain Yourself. If You do not, or if You decide that this method does not fully address Your covered stain and You inform Us within thirty (30) days of Your reporting the stain to Us, We will move to one of the next steps below.
 - 8.1.2. **Step 2. Technician Assessment and Service:** If You are within Our service network, We may send an authorized technician to assess the Failure, stain, or damage and perform repairs if the technician determines that the Failure, stain, or damage can be repaired. All repairs will be performed in a professional and skilled manner. (The service network is limited to the Selling Retailer's selling and delivery area.) If the technician's service does not repair the Failure, stain, or damage to Your Covered Product, You must notify Us within thirty (30) days of when the technician serviced Your claim.
 - 8.1.2.1. If You are outside the Selling Retailer's selling and delivery area, You agree to be responsible for the payment of added mileage charges or, in the alternative, to deliver (drop off and pick up) at Your own expense the affected Covered Product(s) to a designated service depot.
 - 8.1.2.2. Once You have confirmed a service appointment, 24-hour notification is required if You need to cancel or reschedule. You agree to pay the incurred service rate if You fail to provide 24-hour notice or if You are not at the location at the time of the scheduled appointment.

- 8.1.2.3. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS PLAN ARE YOUR RESPONSIBILITY.
- 8.1.3. **Step 3. Replacement or Settlement:** If the authorized technician cannot remedy the Failure, stain, or damage, then in Our sole discretion, We may arrange to provide a replacement or a settlement.
- 8.1.3.1. **Replacement:** We may arrange to replace Your Covered Product based on the availability from the Selling Retailer. Replacement products are ineligible for coverage and future claims under this Plan.
If the Covered Product is comprised of more than one item sold under a single SKU, We will replace the affected item only. Replacement of an affected item will complete the coverage and all Our obligations under this Plan for the replaced item, and the replaced item is ineligible for coverage and future claims under the Plan. However, other remaining items that are part of the Covered Product continue to be covered, subject to the terms of this Plan.
- 8.1.3.2. **Settlement:** We may provide You with a financial credit that may be in the form of a check, store credit, or gift card at the retail store location where You purchased the Covered Product. The amount of the settlement will be the Purchase Price less any paid claims. A settlement should be redeemed within a reasonable amount of time, not to exceed ninety (90) days after We notify You of Your settlement. Your acceptance of a settlement will complete the coverage and all Our obligations under this Plan for Your Covered Product.
- 8.1.4. If We provide a replacement or settlement, You agree the stained or damaged Covered Product becomes the sole property of Extend. You will surrender possession of the stained or damaged Covered Product at the time of delivery of the replacement or time of settlement acceptance unless We have agreed to other arrangements with You.
- 8.1.5. If You purchased this Plan and the Covered Product through an LTO, any replacement or settlement described in paragraphs 8.1.3.1. or 8.1.3.2. will be arranged with the owner of the Covered Product at the time of a replacement or settlement. This will be the Lessor if You have not yet acquired ownership of the Covered Product. In all other respects, You, the lessee, will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered. Any owner obligations related to the maintenance of the product shall be Your responsibility during the term of any LTO arrangement except as provided by law.
- 8.2. **Limit of Liability:** The most We will pay under this Plan during the Coverage Term for all claims is the Purchase Price.
- 8.3. **Expiration:** This Plan shall expire and all Our obligations under this Plan fulfilled upon the earliest of (i) the Coverage Term ending, (ii) the replacement of Your Covered Product, (iii) issuance of a settlement in lieu of replacement, and (iv) the Limit of Liability being met.

9. Cancellation

- 9.1. You may cancel this Plan for any reason at any time by contacting Extend or the Administrator at (877) 248-7707 mailing Us notice of cancellation at 440 N. Barranca Ave #4904, Covina, CA 91723, or emailing support@extend.com. If You request cancellation within sixty (60) days of the date of the Plan purchase date (as shown on the Purchase Confirmation), and no claim has been made under the Plan, You will receive a 100% refund of the Plan Price. For any other cancellation request, You will receive a pro-rata refund (based on the elapsed Coverage Term) of the Plan Price, less paid claims under this Plan, and less an administrative fee not to exceed the cost of the Plan or \$50, whichever is less.
- 9.2. If You cancel this Plan within sixty (60) days from the purchase date, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty for each month that a refund is not provided within thirty (30) days of Your notice of cancellation.
- 9.3. We may not cancel this Plan except for fraud, material misrepresentation, or non-payment by You, or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) days prior to cancellation at Your last known email or mailing address, with the effective date of the cancellation and the reason for cancellation. If We cancel this Plan, You will receive a pro-rata refund of the Plan Price (based on the elapsed Coverage Term) of the Plan Price, less the costs of paid claims (if any).
- 9.4. If this Plan was inadvertently sold to You in a jurisdiction where the Plan is not available for sale or on a product that was not intended to be covered by this Plan, We will cancel this Plan and return the full Plan Price to You, less the costs of paid claims (if any).

10. Conditions

- 10.1. **Renewal:** Renewal of Your Plan will be at Our discretion.
- 10.2. **Transferability:** You may not transfer this Plan to any other individual or entity.

- 10.3. **Territories:** The sale of this Plan is limited to the United States of America and the District of Columbia, only. It does not include any U.S. Territories (such as Guam, Puerto Rico, or U.S. Virgin Islands) or Canada.
- 10.4. **Subrogation:** If We pay or render service for a stain, damage, or Failure, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for any covered stain, damage, or Failure if You impair these rights to recovery. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.

11. Legal Disclosures

- 11.1. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER:** To the extent permitted by applicable law, You agree that all individual claims or disputes arising from or relating to this Plan, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with the Administrator, Obligor, Selling Retailer, or the insurer listed in Section 11.4. "Insurance" will be settled by impartial arbitration by a single arbitrator (Arbitrator). To initiate arbitration, You must notify the Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing the Administrator with at least three (3) proposed arbitrators. The Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If the Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.
- 11.2. **Entire Agreement:** This Plan shall constitute the entire Plan relating to Your coverage. These documents will confirm Your eligibility to receive service under this Plan. No verbal or written representations by any Selling Retailer or marketing materials outside of this Plan shall be of any legal effect to this Plan.
- 11.3. **Severability:** Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.
- 11.4. **Insurance:** Our obligations under this Plan are guaranteed under service contractual liability policies issued by Continental Casualty Company and The Continental Insurance Company. Both can be reached at 151 N. Franklin St., Chicago, IL 60606, (800) 831-4262. If, within sixty (60) days, We have not paid a covered claim, provided You with a refund, or You are otherwise dissatisfied, You may make a direct claim under these contractual liability policies.
- 11.5. **Payment Limitations:** This Plan and each party's obligations hereunder are subject to applicable law and regulation, including, without limitation, to applicable export control laws and regulations of the United States in all applicable jurisdictions, including economic and trade sanctions administered by the Office of Foreign Assets Control of the United States Department of Treasury (OFAC). In furtherance of the foregoing, in no event will We be obligated to make any payment in connection with this Plan that would violate any order, guidance, or other instruction issued by any governing body in the United States (including OFAC), or any other jurisdiction applicable to Us.

12. State Requirements and Disclosures

Alabama: The administrative fee in Section 9.1. is revised to state that it will not exceed the cost of the contract or \$25, whichever is less.

Arizona: The Cancellation Provision is revised to state: We may not cancel or void this Plan for any of the following reasons: 1) due to acts or omissions of Us or Our assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner; 2) Pre-existing conditions that were known or that reasonably should have been known by Us or the person selling the Plan on Our behalf; 3) Prior use or unlawful acts relating to the Covered Product; 4) Misrepresentation by either Us or the person selling the Plan on Our behalf. The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross amount paid by You or \$50, whichever is less. Claims paid will not be deducted from any refund amount due. We will not exclude pre-existing conditions if such conditions were known or should reasonably have been known by Us or the Selling Retailer. The Arbitration provision, 11.1, is revised to state: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-2499.

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

Colorado: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross provider fee paid by You or \$50, whichever is less.

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

District of Columbia: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross provider fee paid by You or \$50, whichever is less.

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

Georgia: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, We shall refund or credit You the full Purchase Price of the Plan, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty (60) days from the date of purchase, We shall refund or credit You the prorated Purchase Price of the Plan based on elapsed time of the Plan, decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed 10% of the unearned pro-rata Purchase Price, or \$50, whichever is less. If You cancel this Plan within sixty (60) days from the date of purchase, then We will pay a penalty of ten percent (10%) for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. The Arbitration Provision, 11.1., is revised to state that arbitration is non-binding. In Section 6. What is Not Covered, 6.1.43., is deleted and replaced with the following: All pre-existing conditions or damage to Covered Products known to You occurring prior to the Coverage Term of this Plan, including damage occurring to floor samples, LTO/rental, or other products sold "as-is" before delivery.

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

Maine: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a monthly penalty of ten percent (10%) of the provider fee outstanding for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. The administrative fee shall not exceed ten percent (10%) of the provider fee paid by You or \$50, whichever is less. The Insurance provision, 11.4., is revised as follows: If We fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

Maryland: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the value of the consideration paid for the Plan for each month that a refund is not provided within 30 days of Your notice of cancellation. This Plan is extended automatically when We fail to perform the services under the Plan. This Plan does not terminate until the services are provided in accordance with the terms of the Plan.

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

Nevada: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the Purchase Price for each 30-day period or portion thereof that a refund is not provided within thirty (30) days of Your notice of cancellation. If this Plan has been in effect for at least 70 days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the Plan; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the Plan, which occurred after the effective date of

the Plan and which substantially and materially increases the service required under the Plan; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold. Claims paid will not be deducted from any refund owed. The cancellation fee shall not exceed the Purchase Price or \$25, whichever is less. If You are not satisfied with the manner in which We are handling a claim under the Plan, You may contact the Nevada Commissioner of Insurance via the toll-free telephone number (888) 872-3234.

New Hampshire: In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, or via telephone: (800) 735-2964. The administrative fee in Section 9.1. is revised to state that it will not exceed ten percent (10%) of the Plan Price or \$50, whichever is less.

New Jersey: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty, based on the Purchase Price of the Plan, for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. **This service contract is not in the nature of a guaranty or warranty as that term is legally defined and commonly understood.** The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

New Mexico: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Purchase Price of the Plan or \$50, whichever is less. If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the Purchase Price for each thirty-day period or portion thereof that a refund is not provided within thirty (30) days of Your notice of cancellation. If this Plan has been in effect for at least 70 days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (1) failure by the holder to pay an amount when due; (2) conviction of the holder of a crime that results in an increase in the service required under the Plan; (3) discovery of fraud or material misrepresentation by the holder in obtaining the Plan or in presenting a claim for service thereunder; or (4) discovery of either of the following if it occurred after the effective date of the Plan and substantially and materially increased the service required under the Plan: (a) an act or omission by the holder; or (b) a violation by the holder of any condition of the Plan.

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

Oklahoma: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the unearned pro-rata premium or \$50, whichever is less. Oklahoma license number: 514801679. This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oregon: Section 11.1. is deleted and replaced as follows: Any decision to settle a dispute by arbitration must be a mutual agreement by the parties. If mutually agreed upon, then arbitration shall be conducted under local rules as required under ORS Chapter 36.

South Carolina: In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

Texas: The Insurance provision, 11.4., is revised as follows: You may apply for reimbursement directly with the insurer if a covered service is not provided to You by Us before the 61st day after the date of proof of loss, or a refund or credit is not paid before the 46th day after the date on which You cancel the Plan. The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, We shall refund or credit You the full Plan Price, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty (60) days from the date of purchase, We shall refund or credit You the prorated Plan Price based on elapsed time of the Plan, decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed the cost of this Plan or \$50, whichever is less. If You cancel this Plan, then We will pay a penalty of ten percent (10%) of the amount outstanding for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701, or via telephone: (800) 735-2989. The Administrator's license number is #292.

Utah: Section 11.4. is revised to state: If We fail to pay or provide service on any claim under this Plan within sixty (60) days after proof of loss has been filed, or We cease to do business or go bankrupt, You may make a direct claim under Our service contract reimbursement insurance policy. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. **Purchase of this product is optional and is not required in order to finance, lease, or purchase a consumer product.** We may not cancel this Plan except for material misrepresentation; substantial change in the risk assumed, unless We should have reasonably foreseen the change or contemplated the risk when entering into the contract; or substantial breach of contractual duties, conditions, or warranties, including non-payment. If We cancel, We will mail to You via first-class mailing written notice at least thirty (30) days in advance, stating the reason and effective date of cancellation. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE

AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

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

Washington: The Arbitration provision, 11.1., is revised to state: Arbitration proceedings may be held at a location in closest proximity to Your permanent residence.

Wisconsin: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

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 the You relating to the Covered Product or its use. The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty of the refund amount outstanding for each month that a refund is not provided within 30 days of Your notice of cancellation. The administrative fee shall not exceed ten percent (10%) of the provider fee or \$50, whichever is less. In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, a service contract holder shall be entitled to cancel the service contract and receive a pro-rata refund of any unearned provider fee, less any claims paid. The Arbitration provision, 11.1., is revised to state that arbitration is non-binding.

Wyoming: The Arbitration provision, 11.1., is deleted in its entirety.

