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NAME

DATE

Thank you for choosing National Home USA. We strive to bring you the very best customer experience while under our care. We understand what an important investment your home is and we are here to eliminate the stress of an unexpected home repair!

Please take the time to carefully review all of your home protection plan information below to ensure its accuracy. If it is not correct, please contact us at 848-241-5001.

Sincerely,

The National Home USA Team

Important Contact Numbers

848-241-5001	NHUSA.ORG
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CUSTOMER SERVICE

CLAIMS

TOTAL PACKAGE

PLAN

CONTRACT NUMBER

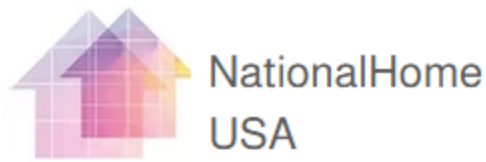
CUSTOMER NAME	COVERED PROPERTY ADDRESS	PHONE	SQUARE FOOTAGE
OPTIONAL COVERAGE OPTIONS SELECTED	BOILER____ CENTRAL VACUUM SYSTEM____ SEPTIC SYSTEM____	INTERNAL PLUMBING SYSTEM____ ADDITIONAL A/C UNIT____	WELL PUMP____ FL ONLY - HVAC COMPATIBILITY____
SYSTEMS PLAN INCLUDES	CENTRAL AIR CONDITIONING, INCLUDING DUCTWORK CENTRAL HOME HEATING, INCLUDING DUCT WORK	WATER HEATER KITCHEN EXHAUST FAN INTERIOR ELECTRICAL SYSTEM	CEILING FANS DOORBELL SYSTEM PLUMBING SYSTEM (FIXTURES AND STOPPAGES NOT INCLUDED)

AGREEMENT INFORMATION

TERM (in months)	PURCHASE DATE	EXPIRATION DATE	EFFECTIVE DATE	SERVICE CALL FEE	PURCHASE PRICE
				\$75	

THERE IS A THIRTY (30) DAY WAITING PERIOD AFTER THE AGREEMENT PURCHASE DATE. IN THIS THIRTY (30) DAY WAITING PERIOD YOU ARE NOT ELIGIBLE FOR COVERAGE.

You are required to receive prior approval from us as soon as the problem is discovered. We will accept service calls from [9:00 AM to 5:00 PM CST Monday through Friday] at 848-241-5001. If there is an after-hours emergency you must send an email to [support@exclusivenationalautoclub.com] outlining the details of the issue. Your Service Fee for each service requested is [\$75]. Should You have questions pertaining to billing or this Agreement, please call Our office at 848-241-5001 and select the billing option from the menu. Please do not hesitate to call us if you have any questions about your Agreement.



HOME PROTECTION SERVICE AGREEMENT

This Agreement is not a contract of insurance or a Warranty subject to the Federal Magnuson-Moss Act.

Please read this Agreement carefully, as it describes the protection You will receive in return for Your payment of the Agreement Purchase Price and it contains a Dispute Resolution/Arbitration Agreement and Class Action Waiver. You must keep this Agreement, Your sales invoice or receipt for the product You purchased. They are integral parts of this Agreement and You may be required to produce them in order to obtain service. You must maintain the covered items as recommended by the manufacturer's owner's manual and product warranty. Refer to the Schedule above to determine the term of this Agreement and if there is a Service Fee required to obtain service. You acknowledge Your understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out below in this Agreement.

I. DEFINITIONS:

- (1) We, Us, Our and Obligor – the company obligated under this Agreement is National Home USA, LLC [(848-241-5001)], in all states, Florida License No. G106166. This Agreement is not offered in Rhode Island and Virginia
- (2) Administrator – National Home USA, LLC [(848-241-5001)] - the company providing administration of this Agreement.
- (3) Breakdown – a covered item becomes inoperable and unable to perform its designed function.
- (4) Seller – the entity selling You this Agreement.
- (5) Service Fee – the fee that is due by You for each service call, or actual cost of service, whichever is less, paid to the authorized service professional at the time of service whether or not the failure is determined covered by this Agreement.
- (6) Service Provider – the entity responsible for providing service under this Agreement.
- (7) You, Your, and the Customer - the original purchaser of the Agreement and contracting for services covered by this Agreement and any authorized transferee/assignee of the original purchaser.

II. COVERAGE PERIOD:

YOUR INITIAL PAYMENT INCLUDES A THIRTY (30) DAY WAITING PERIOD BEFORE YOU ARE ELIGIBLE FOR COVERAGE UNDER THIS AGREEMENT. Coverage begins on the Agreement Effective Date as indicated on the Schedule which is thirty (30) days after the Agreement Purchase Date indicated on the Schedule. All monthly terms will begin on the Agreement Effective Date. After the Agreement Effective Date, coverage will continue as long as all monthly or renewal payments are made as scheduled.

Coverage may be selected for monthly or annual terms and paid for accordingly. All Agreements automatically renew unless cancelled by You or Us or non-renewed by Us.

WHEN YOUR PLAN BEGINS AND ENDS:

- (1) One-Time Pay Plans: If You paid for Your Agreement in one payment, coverage under Your Agreement will end on the Agreement Expiration Date of Your coverage, unless it is renewed or cancelled or Our obligations under the Agreement become fulfilled in their entirety, in accordance with the Limit of Coverage Liability.
- (2) Continuous Monthly Plans: If You select a plan that automatically renews on a month-to-month basis, coverage under Your Agreement will continue and You authorize Administrator/Seller to charge Your credit card for the amount specified on Your payment receipt each month until Your Agreement is cancelled, We have fulfilled Our obligations under this Agreement in accordance with the Limit of Coverage Liability, or We discontinue the monthly renewals. Your account must be current to receive service.

During the coverage period, We will arrange for an authorized Service Provider to service, repair or replace covered items, due to a Breakdown. This Agreement provides coverage only for those items specifically listed as being covered on the Schedule and excludes all other items. Coverage is subject to limitations and conditions specified in this Agreement. **THERE IS A THIRTY (30) DAY WAITING PERIOD AFTER THE AGREEMENT PURCHASE DATE. IN THIS THIRTY (30) DAY WAITING PERIOD YOU ARE NOT ELIGIBLE FOR COVERAGE.**

III. WHAT YOUR AGREEMENT COVERS:

The provisions of this Agreement provide for the service, repair or replacement of the covered parts and labor due to a Breakdown.

The appliance(s) or system(s) must be:

- 1) Located within the confines of the main foundation of the home or garage (with exception to the exterior air conditioner, pool or spa equipment);
- 2) In good working order on the Agreement Effective Date;
- 3) Properly maintained; and
- 4) Domestic grade (meaning those items manufactured and marketed solely for use in a residential single-family dwelling).

This Agreement does not cover costs for maintenance. This Agreement only covers residential properties including single family homes, townhomes, condominiums, for the respective square footage as shown in the Dwelling type being covered by this Agreement section in the Schedule. Properties listed on a historical register, and any property used in whole or in part for business purposes such as, but not limited to, day care, group home, rest home, church, school or sorority/fraternity are not covered. Common areas or items shared by non-purchasers of this Agreement will not be covered. Coverage is for occupied residences only.

IV. COVERAGES AVAILABLE:

Central Air Conditioning, Central Home Heating, Interior Electrical System, Plumbing System (Does Not Include Fixtures), Water Heater, Central Vacuum System, Doorbell System, Septic System, Programmable Thermostat, Well Pump, Range/Oven/Cooktop, Kitchen Exhaust Fans, Kitchen Refrigerator – excluding icemaker, Dishwasher, Built-In Microwave, Garbage Disposal, Garage Door Opener, Free-Standing Freezer, Ceiling Fans, Clothes Washing Machine, Clothes Dryer, Swimming Pool, Spa, Additional Air Conditioning Unit, Icemaker (In Refrigerator or Stand Alone), Wine Cooler, Secondary Refrigerator – excluding icemaker

V. TO OBTAIN SERVICE:

1. You are required to receive prior approval from us before service work can be performed under this Agreement. You should notify Us as soon as the problem is discovered. We will accept service calls from 8:00 AM to 5:00 PM CST Monday through Friday at 844-947-4237.

EMERGENCY REPAIR: In the event of an Emergency Repair outside normal business hours that involves loss of heating, cooling, plumbing or a substantial loss of electrical service or any other covered condition which renders a dwelling uninhabitable it will be considered a temporary emergency condition. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify Us of such fact through the use of the toll-free number provided to You in this Agreement or email Administrator with contact and Agreement information at urgent@omegahomecare.com. Appliance failure is not considered an emergency. If the determination has been made by Administrator that the failure is covered, We will give the proper authorization to the licensed, bonded and insured service professional You selected to repair or replace covered failures and repairs.

2. Upon request for service, We will contact an authorized Service Provider within two (2) days during normal business hours and four (4) days on weekends and holidays. The authorized Service Provider will contact You to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If You should request Us to perform non-emergency service outside of normal business hours, You will be responsible for payment of additional fees and/or overtime charges.

3. We have the sole and absolute right to select the Service Provider to perform the service; and We will not reimburse for services performed without prior approval.

4. You will pay up to a \$75 Service Fee per claim or the actual repair cost, whichever is less. The Service Fee is for each visit by Our approved Service Provider and is payable to Our approved Service Provider at the time of each visit. The Service Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The Service Fee also applies in the event You fail to be present at a scheduled time, or in the event You cancel a service call at the time a Service Provider is en route to Your home or at Your home. Failure to pay the Service Fee will result in suspension or cancellation of this Agreement until such time as the proper Service Fee is paid. At that time, coverage may be reinstated; however, the Agreement Term will not be extended.

5. If service work performed under this Agreement should fail, then We will make the necessary repairs without an additional Service Fee for a period of ninety (90) days on parts and thirty (30) days on labor.

VI. APPLIANCE AND SYSTEM COMPONENTS:

Major brands of equipment will be covered under this Agreement subject to availability of repair parts. Only those items specifically named as covered are eligible for coverage. Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.

1. COOLING/HEATING SYSTEMS:

A. Central Air Conditioning (includes Heat Pumps): (Electric only) Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. COVERED: condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semiconductors, rectifiers, and electronic circuits. NOT COVERED: All other components, including but not limited to: Ductwork, Gas air conditioning systems, Wi-Fi thermostats, baseboard casings, coils, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, refrigerant, refrigerant line sets, refrigerant reclamation, belts, wiring, wiring harness, circuit breakers, drains, primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, wall units not ducted when designed to be ducted by the original manufacturer.

B. Central Home Heating: (Gas or Electric). COVERED: gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, pressure control, pressure gauge, low water cut-off, sight glass, coupler, power pile, fluid pump, blower, and heat coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat. NOT COVERED: All other components, including but not limited to: Ductwork, Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, flues and vents, filters, improperly sized heating systems, expansion tanks, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.

C. Additional Air Conditioning Unit (includes Heat Pumps): (Electric only) Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. COVERED: condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits. NOT COVERED: All other components, including but not limited to: Ductwork, Gas air conditioning systems, Wi-Fi thermostats, baseboard casings, coils, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable

electric air cleaners, filters, humidifiers, service valves, driers, refrigerant, refrigerant line sets, refrigerant reclamation, belts, wiring, wiring harness, circuit breakers, drains, primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, wall units not ducted when designed to be ducted by the original manufacturer.

NOTE: For cooling or heating systems over ten (10) years old: If the repair is over \$600 or parts are not available to repair the equipment, a \$600 replacement allowance will be paid to You. This allowance will increase by \$50 for each full year Your Agreement is active up to a maximum of \$1,000. Proof of purchase of a new heating or cooling system is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.

2. APPLIANCES AND OTHER SYSTEMS:

A. Water Heater: (Gas or Electric). COVERED: gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, relief valve, vent damper, and electrical heating element. NOT COVERED: All other components, including but not limited to: Solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, and T&P discharge lines.

B. Range/Oven/Cooktop: COVERED: surface gas valves, main burner, pilot burner, oven safety valves, burner tubes, spark modules, electric infinite switches, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements, internal wiring. NOT COVERED: All other components, including but not limited to: Clocks, meat probe Page 5 of 16 OHC-HOMEPROTECTION (07.2020) assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, orifices, burner caps, burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop.

C. Built-In Microwave: COVERED: door interlock electrical switch, touch pad/controller, diode, control board, transformer/inverter, stirrer motor, magnetron fan motor, related electrical parts. NOT COVERED: All other components, including but not limited to: Countertop units, door glass, clocks, filters, door handle, rotisseries, interior linings, or cosmetic issues such as scratches, dents, or chipping.

D. Kitchen Refrigerator – excluding icemaker: COVERED: condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits. NOT COVERED: All other components, including but not limited to: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.

E. Icemaker (In Refrigerator or Stand Alone): COVERED: mold and heater assembly, refill bearing, ice stripper, heating element, microswitch, ejector, wiring harness, ejector motor, mounting module, ejector gear, and lever arm. NOT COVERED: All other components, including but not limited to: Springs, hinges, liners, baskets, racks, rollers, handles, or shelves.

F. Dishwasher: COVERED: heating element, pump, thermostat, thermal fuse, washer, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel and related electrical parts. NOT COVERED: All other components, including but not limited to: Baskets, filter, hard water deposits, iron deposits, rollers, racks, or cosmetic issues such as scratches, dents, or chipping.

G. Kitchen Exhaust Fan: COVERED: all internal related electrical parts, including belts, fan motors, motors, switches, relays and control boards. NOT COVERED: All other components, including but not limited to: Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents, or chipping.

H. Interior Electrical System: COVERED: all interior AC wiring including receptacles, switches, fuses, single and two pole breakers. NOT COVERED: All other components, including but not limited to: Fixtures; attic or whole house exhaust fans; door bells; intercom systems; alarm systems; central vacuum systems; audio/video/computer wiring or cable; direct current (DC) wiring and systems; exterior wiring and components; telephone wiring; inadequate wiring capacity; power failure/shortage or surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.

I. Plumbing System: COVERED: all interior plumbing including angle stops, risers, waste vents, p-traps assemblies, and interior hose bibs. NOT COVERED: All other components, including but not limited to: Fixtures or stoppages, all piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, bath tubs, gas lines, caulking or grouting, toilets and toilet parts, holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, exterior hose bibs, or water supply lines to the refrigerator, sewage backup. We are not responsible for any repair work which must be executed to access interior lines or pipes.

J. Central Vacuum System: COVERED: All mechanical system components and parts. NOT COVERED: All other components, including but not limited to: ductwork – hoses – blockages – accessories.

K. Doorbell System: COVERED: All components and parts, except as noted as Not Covered. NOT COVERED: All other components, including but not limited to: Any audio/video surveillance systems, intercom systems, or computer/monitors working in conjunction with the doorbell system.

L. Septic System: COVERED: sewage ejector pump, jet pump, aerobic pump, septic tank, and line from house. NOT COVERED: All other components, including but not limited to: leach lines, field lines, lateral lines, tile fields and leach beds, insufficient capacity, clean out, pumping, sewage backup.

M. Programmable Thermostat: COVERED: Electronic or programmable thermostat that works in conjunction with a covered heating system or air conditioning/cooler or built-in wall unit. NOT COVERED: all other components.

N. Swimming Pool and/or Spa: COVERED: coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: heater, pump, motor, filter timer, blower, timer, valves, limited to back flush, actuator, check, and 2 and 3-way valves, relays and switches, pool, sweep motor and pump, above ground plumbing pipes and wiring, except:

NOT COVERED: All other components, including but not limited to: portable or above ground pools/spas, control panels and electronic boards, lights, liners, filter, gaskets, maintenance, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping systems, pool cover and related equipment, fill line and fill valve, built-in or detachable cleaning equipment such as - but not limited to - pool sweeps and pop up heads, turbo valves, skimmers, chlorinators, and ionizers, fuel storage tanks, disposable filtration mediums, cracked or corroded casings, grids, cartridges, heat pump, salt water systems.

O. Well Pump: COVERED: all components and parts of well pump utilized for main dwelling only, except: NOT COVERED: All other components, including but not limited to: holding or storage tanks, digging, locating pump, pump retrieval, re-drilling of wells, well casings, pressure tanks, pressure switches and gauges, check valve, relief valve, drop pipe, piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump, booster pumps, well pump and well pump components for geothermal and/or water source heat pumps.

P. Clothes Washer: COVERED: water level switch, water inlet valve, water temperature switch, drive basket, brakes, clutch assembly, timer, sequencer, lid switch and actuator, touch pad, control board, power supply, motor, pump coupling, drive belt, and related electrical parts. NOT COVERED: All other components, including but not limited to: removable mini-tubs or buckets, agitator, wigwag, boot seal, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.

Q. Clothes Dryer: COVERED: gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, drive belt, surface limit control, motor, bearings, pulleys, controls, timer and electrical heating element. NOT COVERED: All other components, including but not limited to: venting, knobs and dials, seals, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.

R. Garage Door Opener: COVERED: all mechanical & electrical components including chain, belts, door arm, trolley, control board, motor, gear assembly and sensors. NOT COVERED: All other components, including but not limited to: cables, springs, handles, wheels, wheel track, track assembly, doors, hinges, remote transmitters, frequency interference, lights, or exterior mounted key pads.

S. Ceiling Fans: COVERED: ceiling fan motors and controls (replaced with builders standard). NOT COVERED: All other components, including but not limited to: Remote transmitter units, light fixtures on ceiling fans, removable attachments and wall fans.

T. Garbage Disposal: COVERED: all mechanical and electrical components and parts. NOT COVERED: All other components, including but not limited to: Problems and/or jams caused by bones and foreign objects other than food.

U. Freezer (Free-Standing): COVERED: All parts and components that affect the operation of the unit. NOT COVERED: All other components, including but not limited to: Icemakers, crushers, dispensers and related equipment; internal shell; racks; shelves; glass and/or glass displays; lights; knobs and caps; dials; doors, door handles, door hinges, door seals and gaskets; condensation pans; clogged drains and/or clogged lines; grates; food spoilage; refrigerant and/or disposal and recapture of refrigerant.

V. Wine cooler: COVERED: condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves and electronics circuits. NOT COVERED: All other components, including but not limited to: kitchen refrigerator, insulation, racks, shelves, lights, beverage dispensers and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food/beverage spoilage and refrigerant capture, reclaim and disposal, media centers, or cosmetic issues such as scratches, dents, or chipping.

W. Secondary Refrigerator – not including icemaker: COVERED: condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semiconductors, rectifiers, valves, and electronics circuits. NOT COVERED: All other components, including but not limited to: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.

NOTE: For appliances and systems over ten (10) years old: If the repair is over \$300 or parts are not available to repair the equipment, a \$300 replacement allowance will be paid to You. This allowance will increase by \$50 for each full year **Your Agreement** is active up to a maximum of \$500. Proof of purchase of a new appliance is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.

VII. LIMIT OF COVERAGE LIABILITY AND CONDITIONS:

1. We will not pay more than the current market value for any appliance, system or item unless otherwise noted in SECTION VI. - APPLIANCE AND SYSTEM COMPONENTS.

2. Our obligation to pay for the repair or replacement of covered appliances, systems or items are subject to the respective limits for each component and will not exceed, in the aggregate, \$5,000 per twelve (12) month period.

3. We have the sole right to determine whether a covered item needs to be repaired or replaced. If We decide to replace the covered appliance, item, system or electronic equipment, We are responsible for replacement equipment of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. We are not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TV's or Radios in Refrigerators.

4. We reserve the right to offer cash settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair or replacement is not feasible. Cash settlements will be based on what we would ordinarily expect to pay for the same part or labor, which may be less than actual retail cost up to the Limit of Coverage Liability.

5. All equipment covered by this Agreement must be in good working condition as of the Agreement Effective Date and be reasonably clean and accessible at the time

of service. This Agreement does not cover pre-existing conditions, defects or deficiencies as determined by an in-home inspection.

6. We reserve the right to obtain a second opinion at Our expense.

7. We reserve the right to use qualified Service Providers, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of Our obligation under the terms of this Agreement.

8. We reserve the right to rebuild a part or component, or replace with a rebuilt part or component. The use of non-original manufacturer parts is permitted under this Agreement.

9. We are not a Service Provider and are not Ourselves undertaking to repair or replace any such systems or components.

10. In the event that there is any other collectable insurance, service agreement, warranty, or guaranty coverage available to You covering a loss also covered by this Agreement, this Agreement will pay in excess of and not contribute with other insurance, service agreement, warranty or guaranty. We will not pay for parts covered under a manufacturer's warranty.

11. This Agreement does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the covered product. This Agreement does not cover the cost of opening or closing walls, floors, or ceilings.

12. Our obligation to pay for the repair or replacement of covered appliances, systems or items are subject to the following respective limits for each component: COOLING/HEATING SYSTEMS: We will cover up to \$1,000 per system per 12 month period. The \$1,000 limit includes any costs for access, diagnosis, repair or replacement and installation; Central Air Conditioning (includes Heat Pumps): (Electric only), Central Home Heating: (Gas or Electric); Additional Air Conditioning Unit (includes Heat Pumps): (Electric only) We will cover up to \$500. APPLIANCES AND OTHER SYSTEMS: We will cover up to \$500 per appliance or system per 12 month period listed below. The \$500 limit includes any costs for access, diagnosis, repair or replacement, and installation; Water Heater: (Gas or Electric), Range/Oven/Cooktop, Built-In Microwave, Kitchen Refrigerator – excluding icemaker, Icemaker (In Refrigerator or Stand Alone), Dishwasher, Kitchen Exhaust Fan, Interior Electrical System, Plumbing System, Central Vacuum System, Doorbell System, Septic System, Programmable Thermostat, Swimming Pool and/or Spa, Well Pump, Clothes Washer, Clothes Dryer, Garage Door Opener, Ceiling Fans, Garbage Disposal, Freezer (Free Standing), and Wine Cooler We will cover up to \$500; Secondary Refrigerator – not including icemaker: We will cover up to \$250.

12. EXCLUSIONS: We are NOT responsible for:

A. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters or adding or draining refrigerant for appliances or HVAC units.

B. Breakdowns, failures, or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer.

C. Missing parts or structural changes.

D. Any appliance or system deemed or classified by the manufacturer as commercial.

E. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.

F. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or the repair of any other cosmetic defects.

G. Consequential, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond Our control.

H. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance, or electronic equipment.

I. Any material, parts or labor required as a result of: abuse, misuse, vandalism, freezing, fire, wind, water, lightning, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding.

J. Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other service agreement. This Agreement does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items, such as filters.

K. Failures due to rust or corrosion within the first sixty (60) days from the date of initial Agreement Purchase Date.

L. Any service or repair associated with hazardous material treatment, removal, or disposal.

M. Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort, or audio systems.

N. The diagnosis, repair, removal or remediation of mold, mildew, bio-organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a covered item.

O. Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.

P. Failures due to an inherent design flaw from the manufacturer.

Q. Sewage backup.

12. FEES and CHARGES:

A. If the Agreement Purchase Price is not paid by the Agreement Holder when due, coverage is suspended until payment is received by the Administrator or Obligor. Service under this Agreement may be denied during the period the Agreement is suspended. Coverage will be reinstated and begin when payment is received by the Administrator or Obligor. The Agreement Term will not be extended beyond the original Agreement of Expiration Date. Accounts delinquent more than ten (10) days may be cancelled as provided in the Section VIII – CANCELLATION OF THE AGREEMENT.

B. Upon renewal, the Agreement Purchase Price and any included limits, fees or charges may be adjusted. Notice of any price adjustment for monthly agreements will be given to You in writing at least thirty (30) days prior to implementation. You may cancel this Agreement by giving written notice prior to the Agreement Effective Date of an increase.

13. TRANSFERABILITY: This Agreement is transferable to a new owner of the existing address for a one-time \$25 transfer fee. This Agreement is non-transferable to a new address and is only valid for the original Covered Property Address shown in the Schedule.

14. LAWS, CODES and REGULATIONS: This Agreement does not cover correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. We are not responsible for service when permits cannot be obtained, nor will we pay any costs relating to permits.

Dispute Resolution/Arbitration Agreement and Class Action Waiver: 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 of this Agreement), 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 Agreement, including but not limited to claims related to the underlying transaction giving rise to this Agreement, claims related to the sale or fulfillment of this Agreement, 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 Agreement or the underlying transaction or the sale or fulfillment of this Agreement (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest Page 9 of 16 OHC-HOMEPROTECTION (07.2020) meaning possible and includes, without limitation, Claims arising under agreement, 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 Agreement 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 Agreement.

The Parties agree and acknowledge that the transaction evidenced by this Agreement 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 Agreement 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 Agreement 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 Page 10 of 16 OHC-HOMEPROTECTION (07.2020) 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 Agreement 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 AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER). To opt out, You must send a written notice to 340 Drum Point Rd. Brick, NJ 08723. You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

VIII. CANCELLATION OF THE AGREEMENT:

1. You may cancel this Agreement at any time by contacting the Seller. a. For monthly term Agreements, cancellation becomes effective at the end of the current month of coverage and no refund is provided. b. For annual term Agreements, a pro-rata refund will be issued for the unexpired term less any claims paid.

2. In addition, if cancellation is within the first year of being an active customer and if any service has been performed, You may be charged the lesser of a \$75 cancellation fee or the cost of the service provided.

3. In the event of cancellation within the first thirty (30) days of the Agreement Purchase Date, You will be refunded the full Agreement Purchase Price, less any claims paid.

4. We reserve the right to cancel this Agreement in the event of customer fraud, material misrepresentation, or failure to pay, cancellation may be immediate. In the event of cancellation for customer 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 will be issued. The notice of cancellation will include the reason and the effective date of cancellation.

5. Once this Agreement is cancelled, You will be subject to a thirty (30) day waiting period if You wish to purchase another Agreement.

IF THIS AGREEMENT WAS FINANCED (PURCHASED ON A PAYMENT PLAN) BY A FUNDING PARTY, THE FUNDING PARTY SHALL BE ENTITLED TO ANY REFUND(S) RESULTING FROM CANCELLATION OF THIS AGREEMENT FOR ANY REASON, INCLUDING TERMINATION OF THE AGREEMENT FOR NON-PAYMENT BY YOU OR BY SOMEONE AUTHORIZED BY YOU TO PAY THE FUNDING PARTY.

PRIVACY POLICY: It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at www.fortegra.com.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

You agree and acknowledge that You have paid an additional fee for this Agreement that is separate and apart from the purchase price You paid for the covered item. Because of that separately stated consideration, You agree and acknowledge that this Agreement is not part of

the basis of the bargain for Your purchase of the covered item. You further agree and acknowledge that We, the Administrator/Obligor under this Agreement, are not the supplier of the covered item. Consequently, this Agreement is not a “written warranty” under the federal Magnuson Moss Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a “written warranty”.

LIMITATION OF LIABILITY: THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE COVERED PRODUCT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR SELLER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS AGREEMENT.

INSURANCE: National Home USA., OBLIGATIONS TO PERFORM UNDER THIS AGREEMENT ARE INSURED BY ENAC SOLUTIONS, 340 DRUM POINT RD. BRICK, NJ 08723 AND CAN BE REACHED AT (609) 665-5488.

IF THE OBLIGOR FAILS TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS AGREEMENT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.

STATE REQUIREMENTS AND DISCLOSURES:

Alabama: CANCELLATION OF THE AGREEMENT section is amended as follows: If the Agreement is cancelled, the You shall be entitled to a pro rata refund of the paid Agreement fee for the unexpired term, less service and a \$25 administrative cost incurred by Obligor. If the Agreement is cancelled within thirty (30) days of the date the service Agreement was mailed or within ten (10) days of delivery if the Agreement is delivered at the time of sale and no claims have been made, the Agreement Holder is entitled a refund of 100% of the premium. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement by administrator or obligor.

Arizona: CANCELLATION OF THE AGREEMENT section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In the event of cancellation, the cancellation fee may not exceed ten percent (10%) of the gross amount paid by You for this Agreement. The Arbitration section is amended as follows: 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. To learn more about this process, You may contact the Arizona Department of Insurance at 100 N. 15th Ave., Suite 102, Phoenix, AZ

85007, Attn: Consumer Protection. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Agreement 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.O.I. at 602-364-2499 (within the Phoenix Metropolitan Area) or toll free at 800-325-2548 (within Arizona, but outside the Phoenix Metropolitan Area). Exclusions listed in the Agreement apply once the Covered Product is owned by You. Limit of Coverage Liability and Conditions, 4., is revised to include: This Agreement does not exclude pre-existing conditions if such conditions were known or should reasonably have been known by Us or the person selling the Agreement on Our behalf. Appliance and System Components, is revised to delete the following: Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.

Arkansas: **CANCELLATION OF THE AGREEMENT** section is amended as follows: You may cancel this Agreement within thirty (30) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month will be added to a refund that is not paid or credited to You within forty-five (45) days after the cancellation of this Agreement. INSURANCE section of this Agreement is amended as follows: Obligations of the provider under this Agreement are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company.

Colorado: Actions under this Agreement may be covered by the Colorado Consumer Protection Act or the Unfair Practices Act, and You may have a right of civil action under those laws. INSURANCE section of this Agreement is amended as follows: Obligations of the provider under this Agreement are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company.

Connecticut: If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Agreement. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: 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 Agreement. If the Covered Property is in Our custody and this Agreement expires, this Agreement is automatically extended until the repairs are completed.

Florida: **CANCELLATION OF THE AGREEMENT** section is amended as follows: If You cancel this Agreement, 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 Agreement is cancelled by the Obligor 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. If the Covered Property is sold during the term of this Agreement, You may transfer this Agreement to the new owner by mailing, and providing the date of new ownership, new owner's name, complete address, and

telephone number and an Administrator fee of forty dollars (\$40) payable to Administrator. A copy of the Agreement is available upon request. The rate charged for this service agreement is not subject to regulation by the Florida Office of Insurance Regulation. Arbitration section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

Georgia: CANCELLATION OF THE AGREEMENT section is amended as follows: Cancellation will comply with O.C.G.A. 33-24-44 of the Georgia Code. All provisions of this section apply except, if You cancel this Agreement, You shall be entitled to a refund of 90% of the unearned pro-rata amount of the paid agreement fee; and if We cancel Agreement, You shall be entitled to a refund of 100% of the unearned pro-rata amount of the paid agreement fee. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. The ARBITRATION section of this Agreement is removed.

Hawaii: CANCELLATION OF THE AGREEMENT section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

Idaho: INSURANCE section of this Agreement is amended as follows: Obligations of the provider under this Agreement are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company.

Illinois: CANCELLATION OF THE AGREEMENT section is amended as follows: If You cancel within the first thirty (30) days of the Agreement Effective Date, and no service request has been made, You are entitled to a full refund of the cost of this Agreement less an Administrator fee of the lesser of \$50 or 10% of the Agreement fee. If Obligor cancels this Agreement or if You cancel this Agreement after the first thirty (30) days of the Agreement Effective Date, then You shall be entitled to a pro rata refund of the paid Agreement fee for the unexpired term, less an Administrator fee of the lesser or \$50 or 10% of the Agreement fee, and any actual service costs incurred by Obligor.

Indiana: INSURANCE section of this Agreement is amended as follows: Obligations of the provider under this Agreement are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company

Iowa: The issuer of this Agreement is subject to regulation by the insurance division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division. CANCELLATION OF THE AGREEMENT section is amended as follows: If We cancel this Agreement, We shall mail a written notice of termination to You at least fifteen (15) days before the date of the termination. Prior notice of cancellation by Us is not required if the reason for cancellation is nonpayment of the Agreement Purchase Price, a material misrepresentation by You to Us or Administrator, or a substantial breach of duties by You related to the covered product or its use. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. If this Agreement is cancelled by Us for any reason other than nonpayment of the Agreement Purchase Price, We shall refund You in an amount equal to 100% of the unearned purchase price, calculated on a

pro rata basis based upon elapsed time, less any claims paid. We may charge a cancellation fee in an amount no greater than ten percent (10%) of the Agreement Purchase Price. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding will be added to a refund that is not paid or credited within thirty (30) days after the return of the Agreement to the provider. INSURANCE section of this Agreement is amended as follows: Obligations of the provider under this Agreement are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company.

Kentucky: You are entitled to make a direct claim against the insurer if We fail to pay any covered claim within sixty (60) days after the claim has been filed.

Louisiana: CANCELLATION OF THE AGREEMENT section is amended as follows: You may cancel this Agreement within thirty (30) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within forty-five (45) days after the cancellation of this Agreement. If this Agreement is canceled by Obligor, Obligor shall mail a written notice to You at the last known address at least fifteen (15) days prior to cancellation by Obligor. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by You.

Maine: CANCELLATION OF THE AGREEMENT section is amended as follows: The provider of the Agreement shall mail a written notice to the You at the Your last known address contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If an Agreement is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to You one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by You may be charged by the provider. A monthly penalty equal to ten percent (10%) of the outstanding provider fee must be added to a refund that is not paid or credited within forty-five (45) days after the return of the Agreement to the provider. INSURANCE section of this Agreement is amended as follows: If the provider fails 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, the Agreement Holder is entitled to make a claim directly against the insurance company.

Maryland: CANCELLATION OF THE AGREEMENT section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement. INSURANCE section of this Agreement is amended as follows: In the event the Obligor fails to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, You may file a direct claim with the insurance company indicated in the Insurance section of this Agreement.

Massachusetts: CANCELLATION OF THE AGREEMENT section is amended as follows: You may cancel this Agreement within thirty (30) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale or

within a longer time period permitted under this Agreement and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month will be added to a refund that is not paid or credited to You within forty-five (45) days after the cancellation of this Agreement.

Minnesota: CANCELLATION OF THE AGREEMENT section is amended as follows: You may cancel this Agreement within thirty (30) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month will be added to a refund that is not paid or credited to You within forty-five (45) days after the cancellation of this Agreement.

Mississippi: IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This Agreement 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 an Agreement Holder under this Agreement, You must resolve any dispute related to the Agreement 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.

Should You need additional information regarding the binding arbitration provision in the Agreement, You may contact Our toll free assistance line at 800-867-2216.

Missouri: CANCELLATION OF THE AGREEMENT section is amended as follows: 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 Agreement. INSURANCE section of this Agreement is amended as follows: Obligations of the provider under this Agreement are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company.

Nevada: CANCELLATION OF THE AGREEMENT section is amended as follows: You may cancel this Agreement within thirty (30) days of the Coverage Period and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. Cancellation fee is not applicable. A 10% penalty per month will be added to a refund that is not paid or credited to You within forty-five (45) days after the cancellation of this Agreement. This Agreement shall be non-cancelable by Obligor, except for: Nonpayment of Agreement fees by You; or Fraud or material misrepresentation by You. We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If We cancel this Agreement, no cancellation fee will be deducted from the pro-rata refund. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In emergency situations that defects immediately endanger the health and safety of You, and the Administrator determines that repairs cannot practicably be

completed within three (3) calendar days after the report of the claim, Administrator will provide a status report to You and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period, 3) the current estimated time to complete the repairs or services; and 4) contact information for You to make additional inquiries concerning any aspect of the claim and a commitment by You to respond to such inquiries no later than one (1) business day after such an inquiry is made. Repairs will commence within twenty-four (24) hours after the report of the claim and will be completed as soon as reasonably practicable thereafter. If You are not satisfied with the manner in which We are handling the claim on the Agreement, You may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872- 3234. Refer to Your Schedule, sales receipt, or invoice for the purchase price of this Agreement.

New Hampshire: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit St. Suite 14, Concord, New Hampshire, 03301 or by calling 800-852-3416.

New Jersey: **CANCELLATION OF THE AGREEMENT** section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

New Mexico: **CANCELLATION OF THE AGREEMENT** section is amended as follows: We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this Agreement has been in force for a period of seventy (70) days, We may not cancel it before the expiration of the Agreement term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Agreement.

New York: **CANCELLATION OF THE AGREEMENT** section is amended as follows: You may cancel this Agreement within twenty (20) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month will be added to a refund that is not paid or credited to You within thirty (30) days after the cancellation of this Agreement. **INSURANCE** section of this Agreement is amended as follows: Obligations of the provider under this Agreement are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company.

North Carolina: **CANCELLATION OF THE AGREEMENT** section is amended as follows: We may not cancel this Agreement except for nonpayment by You or for violation of any of the

terms and conditions of this Agreement. The purchase of this Agreement is not required either to purchase or to obtain financing for a home appliance.

Ohio: **INSURANCE** section of this Agreement is amended as follows: Obligations of the provider under this Agreement are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company.

Oklahoma: This Agreement is not issued by the manufacturer or wholesale company marketing the product. This Agreement will not be honored by such manufacturer or wholesale company. This Agreement is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION OF THE AGREEMENT** section is amended as follows: In the event You cancel this Agreement, 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. In the event We cancel this Agreement, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on Your behalf. **ARBITRATION** – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon: Unless otherwise required by the laws of the state where the covered property is located, this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Upon failure of the Obligor to perform under the Agreement, the insurer shall pay on behalf of the Obligor any sums the Obligor is legally obligated to pay and any service that the Obligor is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least thirty (30) days prior to the date of termination. **CANCELLATION OF THE AGREEMENT** section is amended as follows: You, the Agreement 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 Agreement is returned to the provider. **ARBITRATION** section of this Agreement is removed.

South Carolina: **CANCELLATION OF THE AGREEMENT** section is amended as follows: You may cancel this Agreement within twenty (20) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month will be added to a refund that is not paid or credited to You within forty-five (45) days after the cancellation of this Agreement. In the event of a dispute with the provider of this Agreement, 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: Obligor will provide You with written notification of any material changes to this Agreement forty-five (45) day in advance of the implementation of such changes. Notice may not be provided to You when changes are favorable to You or when changes are mandated by a

regulatory agency. After notice of a material change, You may terminate this Agreement by providing written notice within the forty-five (45) day period prior to the effective date of the change. If You do not respond prior to the expiration of the fortyfive (45) day period, the change will be deemed accepted by You. It is understood that **OBLIGOR WILL NOT BE THE SERVICE PROVIDER and OBLIGOR WILL NOT BE PERFORMING the actual repair of any such systems or components.** **NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALES, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE AGREEMENT. UNDER TEXAS OCCUPATIONS CODE §1303.304.** **NOTICE: THIS AGREEMENT IS ISSUED PURSUANT TO A LICENSE GRANTED BY THE TEXAS REAL ESTATE COMMISSION, AND COMPLAINTS IN CONNECTION WITH THIS AGREEMENT MAY BE DIRECTED TO THE COMMISSION AT P.O. BOX 12188, AUSTIN, TX 78711, (512) 936-3049.**

NOTICE: YOU, THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS AGREEMENT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

CUSTOMER'S SIGNATURE

DATE

Utah: CANCELLATION OF THE AGREEMENT section is amended as follows: We can cancel this Agreement during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for non-payment of Agreement Purchase Price 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 this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for non-payment of Agreement Purchase Price and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association. This Agreement is subject to limited regulations by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.** **EMERGENCY SERVICE:** If You are unable to reach Administrator and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Your original repair bill along with the technician's report and a copy of the

Agreement to Administrator for reimbursement. All coverage and exclusions in this Agreement will apply.

Vermont: CANCELLATION OF THE AGREEMENT section is amended as follows: You may cancel this Agreement within thirty (30) days of receipt of this Agreement if You have not received any Service for a full refund of the amount paid by You under this Agreement.

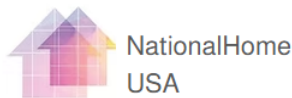
Washington: CANCELLATION OF THE AGREEMENT section is amended as follows:

Cancellation may be made by You at any time. If cancelled within thirty (30) days of acceptance of Obligor, and no service request has been made, You are entitled to a full refund of the Agreement proceeds. A ten (10%) percent penalty per month will be added to a refund of the Agreement Purchase Price that is Page 16 of 16 OHC-HOMEPROTECTION (07.2020) not paid or credited within thirty (30) days after return of the Agreement to Us. You are not required to wait sixty (60) days before filing a claim directly with Us. We may not cancel this Agreement without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. All references to Obligor throughout this Agreement are replaced with Service Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this Agreement. Arbitration proceedings shall be held at a location in closest proximity to the Agreement Holder's permanent residence. EMERGENCY SERVICE: If You are unable to reach Administrator and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Your original repair bill along with the technician's report and a copy of the Agreement to Administrator for reimbursement. All coverage and exclusions in this Agreement will apply.

Wisconsin: CANCELLATION OF THE AGREEMENT section is amended as follows: This Agreement shall not be canceled due to unauthorized repair of covered equipment. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. The Administrator fee of the lesser of \$30 or 10% of the agreement fee does not apply to Wisconsin residents. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement. If Administrator fails to provide, or reimburse or pay for, a service that is covered under this Agreement within sixty-one (61) days after You provide proof of loss, or if the Administrator becomes insolvent or otherwise financially impaired, You may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If We cancel this Agreement, We or the Seller will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid on Your Agreement. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Timeliness of notice: Provided notice or proof of loss is furnished as soon as reasonably possible and within one (1) year after the time it was required by this Agreement, failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim unless

We are prejudiced thereby and it was reasonably possible to meet the time limit. The Arbitration section of this Agreement is removed.

Wyoming: CANCELLATION OF THE AGREEMENT section is amended as follows: In accordance with Section 26-49-103 of the Wyoming Insurance Code, You may cancel this Agreement within thirty (30) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and if You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month will be added to a refund that is not paid or credited to You within forty-five (45) days after the cancellation of this Agreement. If this Agreement is canceled by Obligor, Obligor shall mail a written notice to You at the last known address at least ten (10) days prior to cancellation by Obligor. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by You.



FINANCIAL AGREEMENT

TOTAL PURCHASE PRICE	
DOWN PAYMENT	
MONTHLY PAYMENT	
NUMBER OF PAYMENTS	
WHEN PAYMENTS ARE DUE	

Authorization for ACH Debit

The Purchaser hereby authorizes Seller (and its Assignee) to make the payments due on this Agreement with consecutive monthly charges to Purchaser's checking account listed below, in the amounts and on the dates disclosed in the Payment Schedule shown above, until such time as all amounts owing under this Agreement are paid in full.

Routing Number	Account Number	Name of Financial Institution

(per phone)		
Authorized Signature	Print Name	Date

Authorization for Credit Card Debit

The Purchaser hereby authorizes Seller (and its Assignee) to make the payments due on this Agreement with consecutive monthly charges to Purchaser's checking account listed below, in the amounts and on the dates disclosed in the Payment Schedule shown above, until such time as all amounts owing under this Agreement are paid in full.

XXXX-XXXX-XXXX-			
Credit Card Number	Expiration Date	Type of Card	Deposit Amount

(per phone)		
Authorized Signature	Print Name	Date

SECURITY INTEREST: You are giving the Seller (or its Assignee) a security interest in the Contract purchased from the Seller. Please read the Contract for additional information on security interests, non-payment, default, and our right to require repayment of your debt in full before the scheduled maturity date.

CANCELLATION BY PURCHASER: Purchaser has the right to cancel the Contract at any time. Purchaser may cancel the Contract by consulting the Contract booklet for the specific steps required for cancellation. **IMPORTANT:** Any requests for cancellation should be directed to the Seller or Administrator of the underlying Contract. The Assignee may not cancel the Contract. The Assignee is solely responsible for the billing and collection of monthly payments pursuant to this Agreement. Assignee is not responsible for any liability or obligation related to the payment or denial of claims, refunds to Purchaser, or the Contract itself.

CANCELLATION BY SELLER (OR ASSIGNEE): Subject to applicable state and federal laws, we may declare this Agreement to be in default and cancel this Agreement if:

- (1) you do not make the full amount of any payment by its scheduled due date; or
- (2) any event occurs that, in our reasonable judgment, significantly impairs the prospect of your payment or performance of this Agreement.

If you are in default on this Agreement, Seller or Assignee is authorized to cancel this Agreement and direct Administrator or Seller to cancel (subject to any notice that may be required by applicable law, if any) Purchaser's Contract. We may also exercise our security interest in the Contract and apply any refunds or credits due to you under the Contract to the amount that you owe us under this Agreement. If we cancel the Contract and this Agreement due to your default, any payment that you make after the effective date of cancellation (or after a notice of cancellation is mailed to you) will not result in an automatic reinstatement of the Contract but will be applied to your outstanding obligations, if any, under this Agreement. Neither the acceptance nor the application of any such payments shall constitute an undertaking by Seller to take steps to attempt to reinstate such Contract or constitute a waiver of any event of default hereunder, unless otherwise required by applicable state or federal laws.

CONTRACT REFUNDS: Refunds are the sole responsibility of the Seller and/or Administrator. In the event of Contract cancellation either by the Purchase or by the Seller (or Assignee) in accordance to the cancellation provisions above, Purchaser should contact the Seller or Administrator for any refunds for which Purchaser may be entitled.

SPECIAL PAYMENT ARRANGEMENTS. In the event of financial hardship, Assignee may, in its sole discretion, defer payments or make other special payment arrangements (collectively, "Deferments") with Purchaser. A Deferment shall not terminate, modify or otherwise affect Purchaser's obligations under this Agreement.

ADDITIONAL PROVISIONS: The personal information regarding Purchaser that is provided by Purchaser in connection with this Agreement will not be used or shared with any other party other than for the purpose of the services provided in this Agreement and the Contract and as required or permitted by applicable law. This Agreement sets forth the terms and conditions of the payment terms agreed to by Purchaser by phone or other electronic means. Purchaser agrees that he/she has had the opportunity to review, accept, and correct any errors contained in this Agreement. Purchaser affirms he/she will further review this Agreement and correct any errors contained herein by contacting Seller (and its Assignee) within thirty (30) days of the date listed below. You agree to notify the Seller of any change in your name or address within ten (10) days of such occurrence.

WAIVERS, ENTIRE AGREEMENT: The content and format of this Agreement have been adopted to provide Purchaser with important information in a clear and familiar form, and their use does not imply that any particular federal or state law relating to lending or installment sales

is applicable to this Agreement or the transaction it contemplates. Seller's or Assignee's failure to require strict performance of any provision hereof or to exercise any of its rights hereunder, shall not be construed as a waiver of relinquishment of any future rights under such provision, but the provision shall continue and remain in full force and effect. The exercise of any rights or remedies by Seller or Assignee under this Agreement is cumulative and shall not preclude Seller from exercising any other right or remedy it may have hereunder or at law. Each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law. If any provision hereof is held to be unenforceable or invalid under applicable law, the unenforceability or invalidity of such provision shall not impair the validity or enforceability of the remaining provisions hereof.

MANDATORY ARBITRATION:

READ THIS PROVISION CAREFULLY AS IT AFFECTS YOUR RIGHT TO A JURY TRIAL.

Purchaser, Seller and Assignee mutually and voluntarily agree to the following

- (1) Any and all disputes, claims or controversies arising out of or in connection with this Agreement or in any way connected to Purchaser's relationship with Assignee, no matter how described, pleaded or styled, including claims arising in tort and/or contract, shall be decided exclusively and finally by binding arbitration. The arbitration hearing shall be conducted at an AAA approved location nearest to the Purchaser's address;
- (2) The arbitration shall be conducted before the American Arbitration Association (the "AAA"), pursuant to the AAA Commercial Arbitration Rules, available at www.adr.org or upon request. The arbitration shall be conducted by one neutral arbitrator appointed by the AAA. The arbitrator shall have the authority to award any monetary and nonmonetary relief available to either party in an action otherwise prosecuted in court, including injunctive and other provisional relief. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The cost of initiating the arbitration and the arbitrator's compensation (but excluding fees and costs of Purchaser's counsel, if any) shall be paid by Seller or Assignee;
- (3) This arbitration shall be solely between the parties to this Agreement, and no class arbitration or other representative action may be undertaken by the arbitrator, and the arbitrator shall have no power to consolidate or join claims of other parties or persons who may be similarly situated;
- (4) The Federal Arbitration Act ("FAA") and related federal law shall govern the interpretation and enforcement of this Paragraph to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies between the parties to this Agreement. The arbitrator shall apply Illinois law consistent with the FAA and related federal law, including applicable statutes of limitations and shall honor claims of privilege recognized at law;
- (5) With the exception of subpart (3) above, if any part of this arbitration agreement is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein; and
- (6) Purchaser may elect to opt out of this arbitration provision by sending written notice to Assignee before 5:00 p.m. Eastern Time on the tenth (10th) calendar day after this Agreement is executed, or such notice shall be of no force and effect. Assignee's contact information appears in the Assignment clause above. The foregoing time limit shall be strictly construed. Opting out of this arbitration provision shall not terminate the Agreement or otherwise affect in any way any of the other rights and obligations of the parties hereto under the terms of the Agreement. Purchaser hereby agrees that they have read and understand the Arbitration Agreement.

WAIVER OF CLASS ACTION:

PURCHASER HEREBY WAIVES ANY RIGHT TO BRING ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER ARISING IN CONNECTION THERWITH ON A CLASS ACTION BASIS.

APPLICABLE LAW: The Agreement is governed by and will be subject to applicable federal law and the law of the state where the Seller is located as shown on the front of this Agreement. If any section or provision of this Agreement is not enforceable, the other terms will remain part of this Agreement. You authorize us to correct any clerical error or omissions in this Agreement or in any related document.

WAIVER OF JURY DEMAND: PURCHASER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY WITH REGARD TO THIS AGREEMENT, THE CONTRACT OR ANY OTHER ACTION ARISING IN CONNECTION THEREWITH. SELLER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING.

MODIFICATIONS: This Agreement contains all of the terms of your agreement with us related to the subject matter of this Agreement. Any change to this Agreement must be in writing and we must sign it. No oral changes are binding.

INSURANCE: National Home USA., OBLIGATIONS TO PERFORM UNDER THIS AGREEMENT ARE INSURED BY ENAC SOLUTIONS, 340 DRUM POINT RD. BRICK, NJ 08723 AND CAN BE REACHED AT (609) 665-5488.

ANY HOLDER OF THIS PAYMENT PLANT AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS AND CONTRACT OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

SIGNATURE PAGE

NOTICE TO THE PURCHASER: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO AN EXACT AND COMPLETELY FILLED-IN COPY OF THE AGREEMENT WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. (3) UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME AND WITHOUT PENALTY. IF YOU DESIRE TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE, THE AMOUNT WHICH IS OUTSTANDING WILL BE FURNISHED UPON REQUEST. (4) YOU HAVE THE RIGHT TO CANCEL THE CONTRACT AT ANY TIME. IN DOING SO, YOU MAY OBTAIN A PARTIAL REFUND UNDER CERTAIN CONDITIONS.

By signing below or making your first payment pursuant to the Payment Schedule above, you agree that you received a completely filled-in copy of this Agreement and that you are subject to and bound by all of the terms and conditions set forth in this Agreement.

Purchaser:

Purchaser's Signature: (PER PHONE)

Date:

Seller Representative: