

PROTECTALL™

5-Year Havertys Platinum Protection Plan Maximum Original Retail Purchase Price: \$50,000

- Keep this Plan and Your sales receipt, in a safe place and have it available if You need to file a Claim under this Plan.
- You must report stains or damage to Us within thirty (30) days after the date you discover the stain or damage.
- You may initiate a claim online at myprotectall.com or call toll-free 1-866-210-1590. (Please see Section 5 for complete details)
- Si usted necesita un Plan de Protección en Español, llámenos al 1-866-210-1590.

THIS PLAN IS A LEGAL CONTRACT BETWEEN YOU AND US. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY.

1. HOW THIS PLAN WORKS:

- a. This Plan covers certain accidental stains and damage from use or handling and Failure of Your Furniture as described below.
- b. If the Furniture covered by this Agreement becomes stained or damaged as described below during normal residential use and You cannot correct the damage using recommended Products (before using, test in an inconspicuous area) and/or procedures provided by Us or the Retailer, the affected area or damaged part will be repaired or replaced.
- c. If We cannot repair the damage or replace a damaged part, the affected Furniture will be replaced with the same or a similar piece of furniture having an equal retail purchase price as the damaged Furniture.
- d. Only Furniture shown on the Sales Receipt/Invoice that remains in Your possession is eligible for coverage. Coverage does not transfer to any other furniture, replacement furniture or replaced components of Furniture.
- e. This Agreement does not eliminate the need for routine care and maintenance of Your Furniture which shall be Your sole responsibility.
- f. THIS PLAN DOES NOT REPLACE THE MANUFACTURER'S WARRANTY. If a manufacturer's warranty is in effect for the Furniture and covers or should cover the damage, this Agreement will not apply.

2. AGREEMENT TERM: The term for this Agreement begins on the date Your Furniture is delivered and ends on the anniversary date that is five (5) years later, or when Our obligations under this Agreement terminate according to the terms of this Agreement.

3. AGREEMENT COVERAGE: Damage to covered Furniture must be reported to the Administrator within thirty (30) days of discovery. The Furniture must be free of stains and damage when delivered and is solely for use at Your residence.

4. DEFINITIONS: Where used in this Agreement the terms below shall have the following meanings:

- a. **"Administrator"** means the company responsible for administrating benefits to You in accordance with this Plan which is ProtectALL USA LLC., who can be contacted by Toll Free Phone Number at **1-866-210-1590** and located at 9151 Boulevard 26, Suite 100B, North Richland Hills Texas 76180.
- b. **"Agreement"** or **"Plan"** means this Havertys Platinum Protection Plan that You have purchased, together with Your Sales Receipt/Invoice.
- c. **"Claim"** means a request for service under the provisions of this Plan.
- d. **"Failure"** means mechanical, structural, or electrical breakdown of Your Furniture to perform its intended function due to defects in materials or workmanship.
- e. **"Furniture"** means the new indoor or outdoor Furniture covered in upholstered fabric, upholstered vinyl and leather, wood or solid surfaces, area rugs, umbrellas, propane fire pits, or adjustable beds that were purchased from the Retailer from whom you purchased this Agreement. Furniture also includes Lighting, Furniture Sets and Matching Pieces.
- f. **"Furniture Sets"** means Furniture such as sectionals, dining chair groups, chair and ottoman sets, area rugs, or more than one Furniture item sold under a single SKU number. A set is a single item for purposes of replacement.
- g. **"Lighting"** means tabletop lamps, floor lamps, ceiling and wall lighting fixtures (such as chandelier, sconce, or pendant lighting) or ceiling fans, that require an electrical connection and are intended for use in a residential indoor or outdoor setting.
- h. **"Matching Pieces"** means Furniture items that have identical fabric color and/or print; wood color, finish, inlay, and carving; or other characteristic designs that tie the pieces together as a matched set. Examples of Matching Pieces, including, but not limited to, a coffee table with matching end tables, or a sofa and chair with the same fabric and design.
- i. **"Obligor/Provider", "We", "Us" or "Our"** means the company obligated under this Plan which is First Shield Consumer Service Corporation located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108 1-844-631-6705. In Florida, the Obligor is First Shield Consumer Service Corporation of Florida located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. Florida Company Code 43785 1-844-631-6705.
- j. **"Product" or "Products"** means the furniture care kit and other protection and repair products or advice that We may provide.
- k. **"Retailer" or "Selling Entity"** means the authorized seller of the covered Furniture and this Plan.
- l. **"Sales Receipt/Invoice"** means the original purchase receipt that you received showing that you purchased this Agreement and that will describe, among other things, your Agreement Term and Furniture covered. Both the covered Furniture and this Plan must appear on a single Sales Receipt/ Invoice.
- m. **"You" or "Your"** means the consumer or the original purchaser of the Furniture covered by this Agreement.

5. HOW TO FILE A CLAIM:

- a. Stain or damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator.
- b. You can call ProtectALL toll-free at **1-866-210-1590** or go online www.MyProtectALL.com with Your Sales Receipt/Invoice readily available.
- c. We will ask you to describe the problem Your Furniture is experiencing and provide any additional information or documentation to the Administrator to validate Your Claim.

- d. You must have Your original Sales Receipt/Invoice showing Your purchase of the covered Furniture and this Agreement; the original copy of this Agreement or the unique registration or contract number; the original delivery date of the covered Furniture; the discovery date of the stain or damage, photos or other documentation that may be requested to show the stain or damage for which You are making a Claim. You shall reasonably cooperate with the Administrator in its efforts to perform its obligations under this Agreement. Failure to comply with the provisions in this Agreement may void any Claim.
 - e. Service will be provided during normal business hours and in the USA only.
6. **THE SERVICE PROCESS:**
- a. Upon receiving a Claim covered by this Agreement, We may provide repair advice and/or Products to aid in stain removal or repair of the damage.
 - b. If the stain or damage persists, You may receive a no charge in-home visit by a professional technician, at Our discretion. In the event that the technician determines that repairs must be made off-site, the damaged Furniture will be removed and returned at no cost to You.
 - c. We may elect to replace the damaged part or area of the damaged Furniture, with or without a technician visit. If the stain or damaged part or area cannot be repaired or replaced, or if a part is not available, We will authorize replacement of the damaged piece of Furniture or Furniture Set (if qualified as set forth in this Agreement).
 - d. You may select a replacement piece of furniture at a price equal to or less than that of the damaged Furniture. If the covered and repaired Furniture or replacement piece of furniture does not match any of the covered Matching Pieces, at Our discretion we will either replace or make adjustments to those covered Matching Pieces so that they match the damaged Furniture or its replacement. We will not be responsible for, and will take no action to correct, dye lot or texture variations arising from service or replacement of a part of Furniture.
 - e. Replacement selections, including the replacement of Furniture Sets or Matching Pieces, must be made at the original store of purchase or at a store operated by the Retailer. Replacement authorization expires sixty (60) days after We notify You of Your replacement.
 - f. If the original Retailer is closed, out of business, stopped selling Furniture or You have moved out of the Retailer's normal delivery area, this Agreement will be limited to repair service only or terminated and You will receive a pro rata refund of the purchase price of the Agreement calculated based on the elapsed time since the commencement of the Agreement, less any Claims paid.
 - g. If You financed the purchase of this Agreement any refund owed pursuant to this provision will first be paid directly to the lender of record and any remainder thereafter paid to You.
 - h. Replacement furniture and replaced components of Furniture are ineligible for coverage and future Claims under this Plan. However, other original areas, components, or remaining covered Furniture continue to be covered, subject to the terms of this Plan.
 - i. If We provide a replacement, You agree the stained or damaged Furniture becomes Our sole property. You will surrender possession of the stained or damaged Furniture at the time of delivery of the replacement furniture. Replacement will complete the coverage and all Our obligations under this Plan. This Agreement does not transfer to replacement furniture. A new protection plan can be purchased from Retailer on replacement furniture.
7. **WHAT IS COVERED:** This Plan provides coverage for the following accidental stains or Failure that arise from a specific occurrence during normal use, except for what is listed in the "IMPORTANT EXCLUSIONS" section below:
- a. **Mechanical, Structural or Electrical Failure of Furniture.** If covered by an original Furniture manufacturer's warranty, We will repair or replace the Furniture due to or because of mechanical, structural or electrical failure as a result of a defect in materials or workmanship upon/after expiration of the original manufacturer's or Retailer's warranty due to the following:
 - i. Failure of frames, springs, mechanisms, motors, levers or hand wands, or power or remote cords used for sleeper, massage, reclining, and inclining applications; and/or
 - ii. Failure of integral electronic components such as chargers, power outlets, lighting, LEDs, USB ports, tablet and lap top docking stations, and speakers used for entertainment purposes that were originally installed by the Furniture manufacturer and covered by the original Furniture manufacturer warranty.
 - b. **Indoor Fabric, Leather, Nubuck and Vinyl Upholstered Furniture.** We will repair or replace the covered Furniture due to or because of accidental damage from handling for the following:
 - i. Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and pet bodily fluids;
 - ii. Pet damage from a single incident;
 - iii. Odors on removable cushions;
 - iv. Rips, tears, cuts or punctures;
 - v. Burns that are not caused by fire;
 - vi. Seam separation;
 - vii. Cracking and peeling; and/or
 - viii. Zipper and button breakage.
 - c. **Indoor Wood and Solid Surface Furniture.** We will repair or replace the Furniture due to or because of accidental damage from handling for the following:
 - i. Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and pet bodily fluids;
 - ii. Pet damage from a single incident;
 - iii. Liquid marks or rings;
 - iv. Breakage, other than Failure;
 - v. Scratches, gouges or chips;
 - vi. Burns that are not caused by fire;
 - vii. Checking, cracking, bubbling or peeling of the finish;
 - viii. Chipping, scratching or breakage of glass or mirrors;
 - ix. Loss of silvering on mirrors; and/or
 - x. Warping.
 - d. **Area Rugs.** We will repair or replace the qualifying area rug due to or because of accidental damage from handling caused by the following:
 - i. Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and pet bodily fluids;
 - ii. Pet damage from a single incident;
 - iii. Rips, tears, cuts or punctures; and/or
 - iv. Burns that are not caused by fire.

- e. **Adjustable Bed Base.** We will provide parts and labor for repair or will replace Your adjustable bed because of mechanical or structural Failure upon/after expiration of the original manufacturer's or Retailer's warranty related to:
 - i. Frames;
 - ii. Welds;
 - iii. Mechanisms (including inclining, reclining, heating, and vibrating); and/or
 - iv. Electrical components (including motors, wiring, and remote operation devices).
 - f. **Outdoor Fabric Upholstered Furniture.** We will repair or replace the covered Furniture due to or because of accidental damage from handling for the following:
 - i. Food or beverage stains;
 - ii. Human and Pet bodily fluid;
 - iii. Zipper and button breakage;
 - iv. Ballpoint pen ink or marker stains;
 - v. Cosmetics, suntan lotion, or suntan oil stains;
 - vi. Bleach or chlorine stains;
 - vii. Rips, tears, cuts, or punctures; and/or
 - viii. Burns that are not caused by fire.
 - g. **Outdoor Hard Surface Furniture.** We will repair or replace the covered Furniture due to or because of accidental damage from handling for the following:
 - i. Food or beverage stains;
 - ii. Scratch, gouge or chip, crack, burn, heat mark, liquid mark, or ring;
 - iii. Breakage, other than Failure;
 - iv. Breakage of tabletops;
 - v. Breakage of welds;
 - vi. Breakage of rocker, swivel, glide, and recliner mechanisms; and/or
 - vii. Scratches on cast aluminum that penetrates through the finish, exposing the aluminum.
 - h. **Umbrellas.** We will repair or replace the covered Furniture due to a Failure or because of accidental damage from handling for the following:
 - i. Food or beverage stains;
 - ii. Failure of umbrella ribs, fabric gazebo or cover sling frame;
 - iii. Burns that are not caused by fire; and/or
 - iv. Failure of table or arc umbrella mechanisms if they were originally covered by a manufacturer's warranty and such warranty has expired.
 - i. **Lighting.** We will provide parts and labor for repair or will replace Your Lighting because of mechanical or structural Failure upon/after expiration of the original manufacturer's or Retailer's warranty related to:
 - i. Integral electronic components of Your Lighting (including connection points, cords, motor, power outlets, remote operation devices, USB ports, and wiring) that were originally installed by the Lighting manufacturer and covered by the original Furniture manufacturer warranty; and/or
 - ii. Mechanisms of Your Lighting (including blades, brackets, bridge arms, check rings, fan rods, lock nuts, pull chains, sockets, socket nobs, lighting bases and swivels) that were originally installed by the Lighting manufacturer and covered by the original Lighting manufacturer warranty.
 - j. **Propane Fire Pits.** We will repair or replace the covered Furniture due to a Failure or because of accidental damage from handling for the following:
 - i. Breakage of tabletop; and/or
 - ii. Failure of burning mechanism/component.
8. **IMPORTANT EXCLUSIONS: We will not cover the following:**
- a. **Failure to perform Your responsibilities;**
 - b. **Any stain or damage that is not specifically listed in this Agreement as covered;**
 - c. **Stains or damage caused by transit, delivery, redelivery, assembly, installation or transportation including the movement between residences or storage or damage to Furniture while in storage;**
 - d. **Stains or damage caused by improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by Us or the Retailer specifically for the covered Furniture) or failure to comply with the manufacturer's warranty;**
 - e. **Stains or damage from acid, bleach (unless otherwise mentioned as covered), caustic solutions, mildew, mold or reoccurring damage as a result of lifestyles, even if otherwise covered by this Agreement;**
 - f. **Use of Furniture for a purpose other than that for which it was designed;**
 - g. **Stains or damage as a result of continued or sustained bowel or urinary activity or incontinence (one-time service or replacement in fulfillment of a Claim for such damage is the extent of Our liability under this Plan);**
 - h. **Odors, including odors that remain after a visible stain is cleaned (except on removable upholstered indoor cushions);**
 - i. **Fading of the upholstery, color loss, and/or discoloration;**
 - j. **Reoccurring pet damage (one-time service or replacement in fulfillment of a Claim for pet damage is the extent of Our liability under this Plan);**
 - k. **Damage from non-household pets;**
 - l. **Normal wear and tear to Furniture, such as general soiling from everyday use including accumulation of stains or damage, rust or corrosion, scratches, dents, body oil, hair oil, perspiration, or darkened body contact areas and other stains that cannot be attributed to a single occurrence;**
 - m. **Inherent design or structural defects in fabrics and leathers, including, but not limited to, natural inconsistencies in upholstery or delamination of microfiber;**
 - n. **Failure or loosening of thread, ripping or tearing next to the stitching, snags, stress tears, loss of foam and/or inner spring resiliency (including body impressions), pilling, fraying of upholstery or area rug or any stain or damage to decking or platform cloth;**
 - o. **Wood surface scratch or gouge that does not penetrate through the finish;**

- p. Leather or vinyl surface scratches that do not penetrate through the upholstery, such as scuffs, scrapes or other surface abrasions or marks;
 - q. Leather or vinyl flaws such as markings, insect bites, brand marks and wrinkles and manufacturer's defects that cause rips, cuts, punctures, or color loss or color change;
 - r. Dye lot or texture variation;
 - s. Loose joints;
 - t. Damage caused by charring or scorching to wood and hard surfaces;
 - u. Water damage caused by leaking appliances, water heaters, skylights, and pipes;
 - v. Intentional damage or willful abuse or misuse of the covered Furniture;
 - w. Any loss covered by homeowner's or renter's insurance;
 - x. Furniture for group homes, assisted living residences, and nursing homes that is used by the general public for short term use;
 - y. Damage to motors and associated components due to power surges, low voltage/amperage, normal wear and tear, or any damage caused by an external power source;
 - z. Repair, replacement or maintenance in connection with operational or structural failure due to defects in materials or workmanship, normal wear and tear, or accidental damage from assembly, except as listed for motors, mechanisms, integral electronic components, and frames;
 - aa. Service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal residential usage, such as, but not limited to, loss or damage due to misuse, abuse, unauthorized repair by others, collision with any other object, loss or damage resulting from failure to provide manufacturer's recommended maintenance or inspection, add-on products or accessories, attachments, consumables such as LED lights (except as expressly covered herein), light bulbs and batteries, battery leakage, sand, dirt, rodent or insect infestation, damage or stains caused by acts of God, fire, water, windstorm, hail, earthquake, exposure to the sun or other heat source, exposure to the cold, theft, negligence, riot, outside contractors (unless authorized through Our service process) or any other peril;
 - bb. Damage or mechanism Failure that is covered by a recall or factory bulletins. This exclusion applies even if the manufacturer is no longer doing business as an ongoing enterprise;
 - cc. Any breach of implied or expressed warranty of merchantability or fitness of the Furniture from the manufacturer or Retailer;
 - dd. Initial or subsequent installation, assembly or hookup of Your Furniture is not covered;
 - ee. Removal and reinstallation, except as determined by Us and authorized through Our service process;
 - ff. Any indirect, consequential or incidental damages, including loss or damage to person or property, arising from the use of, or inability to use, or from the repair or replacement of the Furniture;
 - gg. Any and all pre-existing conditions that existed prior to the effective date of this Agreement;
 - hh. "As is," "pre-owned," rental or lease, non-residential, in-home daycare businesses or commercial use, rattan, bamboo or wicker used outdoors, plastic (ready to assemble), suede, , split-grain leather hides used in seat cushions, back cushions or arm areas, Furniture areas made or upholstered with the customer's own material, fossil stone, chenille, silk, "X" coded and/or non-color fast fabrics or Furniture sold without a manufacturer's or store warranty;
 - ii. Mattresses and box springs;
 - jj. Fringe on area rugs or area rugs used outdoors;
 - kk. Seat cushions or throw pillows not purchased as part of the Furniture Set and reflected on the receipt as such;
 - ll. Components and mechanisms integrated into Furniture, including, but not limited to, sinks, plumbing, robotics, TV lifts, electrical appliances, fireplaces, clocks or others that are not included as covered in this Agreement;
 - mm. Failures determined to have been reasonably preventable and are severe, excessive, extreme, or repetitious in nature, such as, but not limited to cuts, rips, teeth marks, tears, ink, paint, crayon, marker, or pencil damage;
 - nn. Failure to use reasonable means to protect Your Furniture from further damage after a covered event occurs;
 - oo. Any stain or Damage caused by an independent contractor, such as but not limited to plumber, painter or other service or maintenance personnel;
 - pp. Any Claim that is covered or should be covered by the manufacturer's, Retailer's warranty, a home warranty or other protection offering;
 - qq. Cosmetic damage to adjustable bed, outer casing or other non-operating parts or components;
 - rr. Damage to any adjustable bed for which installation prevents normal service;
 - ss. Missing serial number, unauthorized modifications, or alterations to covered Furniture, including, but not limited to, serial numbers;
 - tt. Any periodic checkups, cleanings, preventative maintenance, lubrication, and general cleaning of nonfunctional or aesthetic parts, including, but not limited to, plastic parts, knobs, rollers, baskets, or accessories used in conjunction with the covered Furniture, such as pillows;
 - uu. Service where no problems are found, non-failure problems, including, but not limited to, items not covered, noises, squeaks or intermittent issues that are not Failures (non-recurring issues are not deemed Failures for purposes of this Plan); and/or
 - vv. Failures that occur outside the Fifty (50) States of the United States of America and the District of Columbia.
9. **OTHER EXCLUSIONS:** Notwithstanding any provision to the contrary, this Agreement excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following; including any fear or threat thereof, whether actual or perceived:
- a. Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not);
 - b. Coronavirus (COVID-19) including any mutation or variation thereof; and/or
 - c. Pandemic or epidemic, as declared as such by the World Health Organization (WHO) or any governmental authority.
10. **MANUFACTURER'S RESPONSIBILITY:** Parts and services covered during the manufacturer's warranty period are the responsibility of the original manufacturer of Your covered Furniture.
11. **LIMIT OF LIABILITY:** Our cost and liability to provide service, repair or replacement under this Agreement is limited to the lesser of the cost of authorized repairs or replacement of the Furniture with a product of equal or similar features and functionality. In no event will Our total liability for repairs or replacement exceed the lesser of the original purchase price of the Furniture excluding tax and delivery costs paid during the purchase of the Furniture (or) \$50,000. WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, OR LOST TIME RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

12. **AGREEMENT PROVISIONS:** This Agreement is not transferable and does not supersede any applicable manufacturer's warranty. You are the only person eligible for coverage under this Agreement. This Agreement shall not be voided by Us unless You have committed fraud or material misrepresentation in obtaining this Agreement or in presenting a Claim for service thereunder. If You financed the purchase of this Agreement any refund owed pursuant to this provision will first be paid directly to the lender of record and any remainder thereafter paid to you. Our failure to exercise rights under this Agreement does not waive those rights.
13. **RENEWAL:** This Agreement is not renewable.
14. **TRANSFERABILITY:** This Agreement is not transferable.
15. **DEDUCTIBLE:** There is no deductible under this Agreement.
16. **CANCELLATION: This Agreement will automatically cancel and no longer be in force upon Your receipt or completion of benefits provided to You in accordance with the terms herein arising from approved Claim(s).** This Agreement may be cancelled by You for any reason, including, but not limited to, the Furniture covered by the Agreement being sold, lost, stolen or destroyed. To cancel the Plan, contact the Administrator toll-free at **1-866-210-1590**. If You cancel this Plan within the first thirty (30) days of the date this Plan was mailed to You, or within ten (10) days of delivery of this Agreement if delivered to You at the time of sale, and no Claims have been made hereunder, You will receive a full refund of the purchase price of this Plan. If You cancel this Plan after the thirty (30) days of the date this Plan was mailed to You, or after ten (10) days of delivery of this Plan if delivered to You at the time of sale, You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any Claims paid. Cancellations initiated by You after the first thirty (30) days of the date this Plan was mailed to You, or after ten (10) days of delivery of this Plan if delivered to You at the time of sale may be subject to a cancellation fee in an amount not to exceed ten percent (10%) of the purchase price of the Plan or twenty-five dollars (\$25), whichever is less. If You financed the purchase of this Plan, any refund due as a result of Your cancellation of the Agreement will first be paid directly to the lender of record and any remainder thereafter paid to You. The Cancellation provisions apply to the original purchaser of this Plan only.
17. **OUR RIGHT TO RECOVER PAYMENT:** If You have a right to recover against another party for anything We have paid under this Plan, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.
18. **PRIVACY AND DATA PROTECTION:** You agree that any information or data disclosed to Us under this Agreement is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Agreement. This may include transferring Your data to affiliated companies or third-party service providers in accordance with Our Customer Privacy Policy found at www.firstshieldconsumer.com. Except for the purposes of providing service in this Agreement, We will not share Your information with third parties without Your permission and We will comply with applicable privacy and data protection laws in Your jurisdiction. Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your information to other countries and jurisdictions provided that anyone to whom We transfer Your information provides an adequate level of protection. In addition, Your information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.
19. **ARBITRATION. READ THE FOLLOWING ARBITRATION PROVISION ("ARBITRATION PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.** Most of your concerns about this Plan can be addressed by contacting the Administrator at **1-866-210-1590**. If We cannot resolve any disputes with You related to the Plan, including Claims, or if you have any Disputes (defined below) with Us, You and We agree to resolve those Disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. This Plan is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. This Arbitration Provision shall survive the termination of this Plan. By purchasing this Plan you agree to the following dispute resolution protocol. Any and all claims, disputes, or controversies of any nature whatsoever or other intentional tort, property, or equitable claims arising out of, relating to, or in connection with (1) this Plan or any prior Agreement or product, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Arbitration Provision or of the entire Agreement (jointly, "Dispute"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Dispute is filed. The terms of this Arbitration Provision shall control any inconsistency between the AAA's Rules and this Arbitration Provision. You may obtain a copy of the AAA's Rules by calling 1-800-778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusion of law. The arbitration shall be held at a location selected by Us with the state in which You purchased this Agreement. This Arbitration Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 I.S.C § et. Seq. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, except that in no event shall this Arbitration Provision be modified or construed to permit or mandate arbitration on behalf of a class of claimants or individuals other than You, or to apply to Disputes other than Yours. This Arbitration Provision shall inure to the benefit of and be binding on You and Us and this Arbitration Provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. **YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.**
20. **ADDITIONAL TERMS AND NOTICES:**
 - a. **THIS IS NOT A CONTRACT OF INSURANCE, BUT OBLIGATIONS UNDER THIS AGREEMENT MAY BE BACKED BY AN INSURANCE POLICY.**
 - b. **THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS.**
 - c. **FRAUD RESULTS IN HIGHER COSTS TO THE CONSUMER AND IS ILLEGAL.**
21. **INSURED AGREEMENT:** This is not an insurance policy. However, We have obtained an insurance policy to insure Our performance under this Agreement. Should We fail to pay any Claim or fail to replace the Furniture covered under this Agreement within sixty (60) days after the Furniture has been returned or, in the event that You cancel this Agreement, and We fail to refund the unearned portion of the Agreement price, You are entitled to make a direct Claim against the insurer, Arch Insurance Company at 1-800-821-5546 or 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

SPECIAL STATE DISCLOSURES:

Regulation of service plans may vary widely from state to state. Any provision within this Agreement, which conflicts with the laws of the state where You reside, shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific

requirements apply if Your Agreement was purchased in one of the following states and supersede any other provision within Your Agreement terms and conditions to the contrary.

ALABAMA only: Our obligations under this Agreement are guaranteed under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. These provisions apply only to the original purchaser of the Agreement. In the event the Provider/Obligor cancels the Agreement, the Provider/Obligor will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee or a material misrepresentation by You relating to the covered property or its use.

ARIZONA only: You have a duty to protect against any further damage to the covered Furniture after the Furniture has been damaged and shall follow any requirement to follow the owner's manual of the Furniture.

Cancellation: If Your written notice of cancellation is received prior to the expiration date, We will provide a pro rata refund after deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against the Agreement. No Claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. The administrative expenses may not exceed \$75 or ten percent of the gross amount paid by You for the Agreement, whichever is less. To arrange for cancellation of this Agreement, please contact Your Retailer. First Shield Consumer Service Corporation is the Provider/Obligor for this Agreement in Arizona.

Dispute Resolution: Both parties must agree to arbitration. Additionally, as an Arizona resident you may follow the process to resolve complaints under the provisions of A.R.S. §§20-1095.09 and 20-461, Unfair Trade Practices, as outlined by the Arizona Department of Insurance and Financial Institutions. You have a right to file a complaint with the Arizona Department of Insurance and Financial Institutions Consumer Protection Division, 100 N. 15th Ave., Suite 261 Phoenix, AZ 85007, Phone: 602-364-2499, Website: difi.az.gov.

Our obligations under this Agreement are insured under a mechanical service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

ARKANSAS only: We shall mail a written notice of cancellation to You within fifteen (15) days of the date of termination in the event We terminate this Agreement.

CALIFORNIA only: With respect to California Agreement holders, the Administrator under the Agreement is ProtectAll USA, LLC. The Provider/Obligor under the Agreement is First Shield Consumer Service Corporation. This Agreement may be cancelled by You for any reason, including, but not limited to, the Furniture covered under this Agreement being sold, lost, stolen or destroyed. If You decide to cancel the Agreement, and a cancellation notice is received by the Retailer within 60 days of the date You received the Agreement, and You have made no Claims against the Agreement, You will be refunded the full Agreement price, or if (a) a Claim is made with the first 60 days after Your receipt of this Agreement, or (b) the Agreement is cancelled by written notice after 60 days from the date You received the Agreement, then in either case, You will be refunded a pro-rated amount of the Agreement price, less any Claims paid and less an administrative fee of 10% of the Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Agreement, please contact Your Retailer.

CONNECTICUT only: The term of this Agreement is automatically extended by the length of time in which the Furniture is in the Provider/Obligor's custody for repair under the Agreement. In the event of a dispute with the Provider/Obligor, You may contact the State of Connecticut Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Furniture, the cost of repair of the Furniture, and a copy of this Agreement.

DISTRICT OF COLUMBIA only: You may return this Agreement within 30 days of the date this Agreement was mailed to You, or the date of delivery if this Agreement was delivered to You at the time of sale. Upon return of the Agreement to the provider within the applicable time period, if no Claim has been made under this Agreement, the Agreement shall be void and We shall refund You or credit the account of this Agreement, with the full purchase price of this Agreement. The right to void this Agreement shall not be transferable and shall apply only to the original Protection Agreement purchaser and only if no Claim has been made prior to its return to the Us. If a Claim has been made under this Agreement within that time period, You may cancel this Agreement and We shall refund to You 100% of the unearned pro rata purchase price, less any Claims paid, and administrative fee charged. We may charge a reasonable administrative fee not to exceed 10% of the gross purchase price paid by You.

FLORIDA only: If You cancel this Agreement, You will receive a refund equal to 90% of the unearned pro rata purchase price of the Agreement, less any Claims that have been paid or less the cost of repairs made on Your behalf. To arrange for cancellation of this Agreement, please contact Your Retailer. If We cancel this Agreement, You will receive one hundred percent (100%) of the unearned pro rata purchase price of the Agreement, less any Claims paid or the cost of repairs made on Your behalf. The rates charged for the Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA only: Arbitration: If You are a resident of Georgia, then the Section titled "Arbitration" does not apply to you. We may cancel the Contract upon thirty (30) days written notice to You for fraud, material misrepresentation, or nonpayment. Such notice shall provide the reason for cancellation and the effective date of such cancellation, and You shall be refunded 100% of the unearned pro rata purchase price, less Claims paid. A reasonable cancellation fee may be charged by Us not to exceed 10% of the unearned pro rata purchase price. You may cancel this Agreement at any time by notifying the Retailer in writing or by surrendering the Agreement to the Retailer, whereupon the Retailer will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. If You cancel the Contract within 60 days of the purchase date of the Contract You will receive a full refund less any Claims paid. A 10% penalty per month shall be added to a refund that is not paid or credited to You within 45 days after the return of the Contract. If You cancel the Contract more than 60 days after the purchase date You will receive a refund of 100% of the unearned pro rata purchase price, less Claims paid. A reasonable cancellation fee may be charged by Us not to exceed 10% of the unearned pro rata purchase price. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor is also entitled to cancel the

Agreement at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal. Administrator may cancel the Agreement upon thirty (30) days written notice to You.

All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by You or the Retailer.

Procedures for cancellation of the Agreement will comply with section 33-7-6 of the Georgia code.

HAWAII only: You may return this Agreement within thirty (30) days of the date the Agreement was provided to You or within twenty (20) days if the Agreement was delivered to You at the time of sale. If you return this Agreement within the applicable time period, and If You made no Claim this Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the Retailer. These provisions apply only to the original purchaser of the Agreement. In the event the Provider/Obligor cancels the Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the Furniture or its use, or a substantial breach of Your duties relating to the Furniture or its use. Our obligations under this Agreement are insured under a service contract contractual liability policy issued by Arch Insurance Company, 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

ILLINOIS only: First Shield Consumer Service Corporation (and not the dealer or manufacturer) is the Provider/Obligor under this Agreement in the State of Illinois. The Provider/Obligor will pay the cost of covered parts and labor necessary to restore the Furniture to normal condition as a result of covered failure due to normal wear and tear. You may cancel this Agreement at any time. If You cancel this Agreement within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel this Agreement at any other time or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). To arrange for cancellation of this Agreement, please contact Your Retailer.

INDIANA only: This Agreement is not insurance and is not subject to Indiana insurance law.

MAINE only: If the covered Furniture requires emergency repairs outside of normal business hours, You can submit your Claim by calling toll-free at 844-631-6705.

MARYLAND only: You may cancel this Agreement within 20 days after receipt of this Agreement if mailed to You or within 20 days after the date of delivery of this Agreement if delivered to You at the time of sale. If You cancel this Agreement within this time, and a Claim has not been made under the Agreement prior to its cancellation, the Agreement is void and We shall refund to You in the full consideration paid for this Agreement within 45 days after the cancellation. Any means established by Us for quick informal settlement of a service contract dispute.

MASSACHUSETTS only: You have the duty to protect against any further damage after the covered Furniture has been damaged and shall follow the requirements contained in the owner's manual for the Furniture. Our obligations under this Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

MINNESOTA only: You have the duty to protect against any further damage to the covered Furniture after the Furniture has been damaged and shall follow the requirements contained in the owner's manual for the Furniture. Our obligations under this Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

MISSOURI only: Obligations of the provider under this service contract are guaranteed under a reimbursement insurance policy. If the provider fails to pay or provide service on a Claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a Claim directly against the insurance company. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the Retailer. The following sentence is added as the last sentence of Section E What to do if you require service: If it is an emergency and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with the Agreement provisions.

MONTANA only: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

NEVADA only: In the event You are not satisfied with the manner in which We are handling a Claim, You may file a complaint with the Nevada Division of Insurance by calling (888) 872-3234. To arrange for cancellation of this Agreement, please contact Your Retailer. If We do not provide refund within 45 days of cancellation, We will pay You a penalty of 10 percent (10%) of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel this Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the Agreement.

We may not cancel this Agreement once it has been in effect for at least seventy (70) days, except for the following conditions:

- (a) Failure by You to pay the Agreement purchase price;
- (b) Your conviction of a crime which results in an increase in the service required under the Agreement;
- (c) Discovery of fraud or material misrepresentation perpetrated by You in purchasing this contract or obtaining service;
- (d) The discovery of an act or omission, or a violation of any condition of this Agreement by You which substantially and materially increases the service requested under the Agreement; or
- (e) A material change in the nature or extent of the service required under the Agreement, which occurs after the purchase of this Agreement, and substantially and materially increases the service required beyond that contemplated at the time of purchase.

If We cancel this Agreement for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Furniture covered under the Agreement, the Administrator and/or Provider/Obligor liability is limited to the original retail purchase price You paid for such Furniture. We may not cancel the Agreement until at least fifteen (15) days after the notice of cancellation has been mailed to You. The obligations under the Agreement are guaranteed by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

NEW HAMPSHIRE only: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 (800) 852-3416. The obligations under this Agreement are insured by a contractual liability policy issued by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Provider/Obligor ceases to do business or goes bankrupt, You may file Your Claim directly with Arch Insurance Company.

NEW JERSEY only: Obligations of the provider under this agreement are insured under a service contract reimbursement insurance policy.

NEW MEXICO only: To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the Agreement. These provisions apply only to the original purchaser of the Agreement. We may not cancel this Agreement once it has been in effect for seventy (70) days except for the following conditions:

- (a) Failure to pay an amount when due;
- (b) Your conviction of a crime that results in an increase in the service required under the Agreement;
- (c) Fraud or material misrepresentation by You in obtaining the Agreement or in presenting a Claim for service thereunder; or
- (d) Discovery of an act or omission or a violation of any condition of the Agreement by You, which substantially and materially increases the service required under the Agreement

If We cancel this Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation, or a substantial breach of duties by You relating to the Furniture or its use.

NEW YORK only: The obligations of the Provider/Obligor under this Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company. If the Provider/Obligor fails to perform under this Agreement, including failure to return any unearned fee in the event of cancellation, Arch Insurance Company will pay all sums the Provider/Obligor is legally obligated to pay under this Agreement or perform any service the Provider/Obligor is legally obligated to perform under this Agreement. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the Agreement. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. A written notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation, or a substantial breach of duties by You relating to the Furniture or its use. If a Claim for service has not been completed within sixty (60) days after proof of loss has been filed, the Claim can be submitted to Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, 1 (800)-821-5546.

NORTH CAROLINA only: The purchase of this Agreement is not required in order to obtain financing. We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of the Agreement. If You cancel this Agreement, You will receive a pro-rata refund, less the cost of any Claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund. To arrange for cancellation of this Agreement, please contact Your Retailer.

OKLAHOMA only: Obligations of the provider under this Agreement are insured under a service contract reimbursement insurance policy. The Provider/Obligor under this Agreement is First Shield Consumer Service Corporation (License # 510067482). In the event You cancel this Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price less the cost of any service received. To arrange for cancellation of this Agreement, please contact Your Retailer. In the event We cancel this Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata purchase price, less the cost of any service received. This is not an insurance contract. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

If You are a resident of Oklahoma, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement.

OREGON only: If You are a resident of Oregon, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement.

SOUTH CAROLINA only: In order to prevent damage to the Furniture, please refer to the owner's manual. This Agreement does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Furniture in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Furniture from further damage after a failure occurs. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten percent (10%) per month on a refund that is not made within forty- five (45) days of return of the Agreement. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered Furniture or its use. In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

TEXAS only: If You cancel this Agreement within 30 days after the date of purchase We shall refund the full purchase price You paid for this Agreement less any Claims paid. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to

cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the covered Furniture or its use, or a substantial breach of Your duties relating to the covered Furniture or its use. Obligations of the Provider under the Agreement are insured under a service contract reimbursement policy. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. In the event We do not pay out a Claim, You may apply for reimbursement directly to the insurer if a covered Claim is not provided to You by the Us before the 61st day after the date the You provide a proof of loss. Texas License Number of the Administrator: 300

UTAH only: The language in the CANCELLATION section regarding Our rights to cancel this Agreement is deleted and replaced with: We may cancel this Agreement by providing You with thirty (30) days written notice for the following reasons only: material misrepresentation, substantial change in the risk assumed or substantial breaches of contractual duties. We may cancel this Agreement by providing You with ten (10) days written notice, if the reason for cancellation is non-payment by You. The following sentence is added as the last sentence of the **WHAT TO DO IF YOU REQUIRE SERVICE** section: If it is an emergency situation and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with the Agreement provisions. All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by Us or the Retailer. The following sentences are added to the end of the DISPUTE RESOLUTION section: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.. Our obligations under this Contract are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, 1 (800)-821-5546. Should the provider fail to pay or provide service on any Claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a Claim directly against the Insurance Company. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

VERMONT only: To arrange for cancellation of this Agreement, please contact Your Retailer. Our obligations under this Agreement are supported by a contractual liability insurance policy issued by Arch Insurance Company. In the event that We are unable to perform under the Agreement, Arch Insurance Company, which shall pay on Our behalf any sums We are legally obligated to pay and shall provide the service, which We are legally obligated to perform according to Our contractual obligations under the Agreement.

VIRGINIA only: If any promise made in the Agreement has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint. You are hereby notified that the purchase of the contract is not mandatory and may be waived.

WASHINGTON only: You may return this Agreement within twenty (20) days of the date the Agreement was provided to You or within ten (10) days, if the Agreement was delivered to You at the time of sale. We will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the Agreement. The "Guarantee" provision of these Terms and Conditions as set forth above is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the service contract provider under this service contract are insured under a service contract reimbursement insurance policy The provider is First Shield Consumer Service Corporation, located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. You may contact them toll-free at 855-671-1378.

WISCONSIN only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Arbitration: If You are a resident of Wisconsin, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement. If a Claim for **service** has not been completed within sixty (60) days after proof of loss has been filed with Us, or if the Provider becomes insolvent or otherwise financially impaired, the Claim can be submitted to Arch Insurance Company, who insures Our obligations under this Agreement, located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, (800)-821-5546. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. We may be cancel this Contract for the following reasons only: (a) for nonpayment of the provider fee, (b) material misrepresentation by You to Us or the Administrator, or (c) substantial breach of duties by You relating to the covered Furniture or its use. If We cancel the Contract for any those reasons we will deliver to You, at Your last-known address in Our records, written notice stating the effective date of and the reason for the cancellation at least 5 days prior to effective date of cancellation, and You shall be refunded 100% of the unearned pro rata purchase price, less Claims paid. We may charge a reasonable administrative fee for cancellation, which may not exceed ten percent (10%) of the purchase price you paid for this Contract. These provisions apply only to the original purchaser of the Agreement. In the event that You experience a total loss of the Furniture covered by this Agreement that is not covered by a replacement of the Furniture pursuant to the terms of the Agreement, You shall be entitled to cancel this Agreement and receive a pro rata refund of any unearned Agreement fee, less any Claims paid. Lack of pre-authorization shall not be the sole grounds for a Claim denial; however, unauthorized repairs may not be covered if evaluated to have been at an unreasonable expense. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

WYOMING only: To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. These provisions apply only to the original purchaser of the Agreement. In the event We cancel this Agreement, We will mail a written notice to You at Your last known address at least ten (10) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the covered Furniture or its use, or a substantial breach of Your duties relating to the covered Furniture or its use. Obligations under this Agreement are insured by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. In the event covered service is not provided by Us within sixty (60) days of You submitting proof, You are entitled to apply directly to the reimbursement insurance company.