

# HOME SERVICE COVERAGE

Seller Name 123 Example Street New York, NY 12345 888-555-5555

CUSTOMER NAME 123 Address Street New York, NY 12345

Welcome to SELLER NAME! You made a wise decision when you chose to protect your home with INTEGRITY. We appreciate your business and look forward to providing you with quality service for all your home protection needs.

Please take a moment to read through this booklet. Inside you will find your coverage plan, selected coverage, and a variety of information that will help you get the most out of your new home warranty. Your coverage is dependent on the plan you have selected.

Should you have a problem with any of your covered systems or appliances, please call us tollfree at 888-266-6160 from 8:30 AM TO 9PM EST M-F. You can also file a claim with us online 24 hours a day, 7 days a week, 365 days a year at at www.integrity.house.

Thank you!





# **DECLARATION PAGE**

CONTRACT N	UMBER:	H12345678			
CUSTOMER INFORMATION					
Customer Name:	CUSTOME	CUSTOMER NAME			
Address:	123 Address	s Street			
City, State, Zip:	New York, I	New York, NY 12345			
Telephone:	5551235555				
		SELLER IN	FORMATIO	N	
Seller:	SELLER NA	AME			
Address:	123 EXAME	PLE STREET			
City, State, Zip:	NEW YORK	NEW YORK, NY 12345			
Telephone:	888-555-555	888-555-555 Seller Code:			
		HOME INF	ORMATION	N	
Address 1:	123 ADDRE	ESS STREET			
Address 2:					
City, State, Zip:	NEW YORK	NEW YORK, NY 12345			
Dwelling Type:	TOWNHO	TOWNHOME LESS THAN 5,000 SQ. FT			
		SERVICE CONTRA	ACT INFORM	MATION	
Coverage:	IGHW PI	LATINUM			
Plan Months:	36				
Sale Date: 09/19/20		24	Expiration Date:	ion 09/19/2027	
Contract Price:	3999.02		Plan Coo	<b>bde:</b> HW41200D	
Deductible: 75.00			Lienhold	der: PAYLINK	
Surcharges:					
IMPORTANT CONTACT NUMBERS:					
Claims Phone Number:		888-266-6160	3-266-6160		

Claims Phone<br/>Number:888-266-6160Customer Service<br/>Number:888-555-5555

#### **Contract Information**

This Residential Service Contract is not valid unless a completed customer Registration Page is attached.

#### **Residential Service Contract**

This Residential Service Contract is between Integrity Admin Group, Inc (hereinafter referred to as "Integrity." "We", "Us", "Our") and the Service Contract Holder shown on the Registration Page (hereinafter referred to as "Contract Holder", "You", "Your"). This is a Residential Service Contract, not an insurance policy.

#### **Our Obligations**

This Residential Service Contract is intended to provide protection against the cost of repairing Mechanical Breakdowns and malfunctions in Your home based on specific items listed in the Coverage section of this contract. Your plan is indicated on the Registration Page that is attached to this Service Contract. Certain provisions in this Service Contract may limit coverage. Please read the entire Service Contract to determine rights, duties, and what is and is not covered. This Service Contract is available to existing homeowners if You have owned Your home more than ten (10) days. If Your home is currently listed for sale or if You have listed for sale within the last thirty (30) days, You are not eligible for this Service Contract.

Your Service Contract effective date, plan, and Contract term are shown on Your Residential Service Contract Registration Page.

MECHANICAL FAILURES COVERED UNDER THE TERMS AND CONDITIONS OF THIS RESIDENTIAL SERVICE CONTRACT MUST HAVE PRIOR APPROVAL BY THE ADMINISTRATOR BY PHONE 888-266-6160.

#### **Definitions**

Administrator means Integrity Admin Group, Inc, 2973 Harbor Blvd, Suite 240, Costa Mesa, CA 92626; (888) 266-6160.

Contract, Service Contract, Agreement or Residential Service Contract means this Service Contract form.

Customer, You, Yourself and Your (Contract Holder) means the person who is listed on the Registration Page listed under Contract Holder information.

Domestic Grade means items that were manufactured solely for installation and use in a residential property.

Mechanical Failure, Mechanical Breakdown, or Breakdown means a covered item becomes inoperable and unable to perform its designed function.

Seller means the entity where You purchased Your Contract.

Service Call Fee means 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 Residential Service Contract. Your Service Fee is listed on the Registration Page.

Obligor, Provider, We, Us, Our means the entity who is obligated to perform under this Contract. The Obligor is Integrity Admin Group, Inc, 2973 Harbor Blvd, Suite 240, Costa Mesa, CA 92626.

Wait Period means thirty (30) days from the Service Contract purchase date. Thirty (30) days will be added to the end of Your initial term.

#### **Coverage Period**

Your initial payment includes a thirty (30) day wait period before You are eligible for coverage under this agreement. Coverage begins on the Agreement Effective Date as indicated on the Registration Page which is thirty (30) days after the Agreement Purchase Date and continues for the policy term indicated on the Registration Page. All monthly terms will begin on the Agreement Effective Date. After the Agreement Effective Date, coverage will continue as long as all payments are made as scheduled. Coverage may be selected for monthly or annual terms and paid for accordingly. All monthly 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 as indicated under Contract Term on the Registration Page, unless it is renewed or cancelled or Our obligations under the Agreement become fulfilled in their entirety, in accordance with the Limits of 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 Limits of 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 Registration Page and excludes all other items. Coverage is subject to limitations and conditions specified in this Agreement.

#### 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), system(s) or product(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/spa equipment).

2) In good working order at time of enrollment.

3) Properly maintained. Verifiable maintenance receipts may be required when a claim is filed.

4) Replacement of covered parts will only be provided if the covered part was installed during the Contract Term.

5) Domestic Grade (meaning those items manufactured and marketed solely for use in a residential properties). This Agreement does not cover costs for maintenance.

This Agreement only covers residential properties including single family homes, townhomes, condominiums, multi - family properties (duplex, triplex, etc.), or mobile homes attached to a permanent foundation. Properties must be less than 5,000 square feet unless the mandatory surcharge is applied at time of purchase. 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, online or other vacation rentals, 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.

#### **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. Claims can be filed 24 hours a day, 7 days a week, by calling Integrity at 888-266-6160.We will accept service calls from 8:30 AM to 9:00 PM EST Monday through Friday at 888-266-6160 or You may file Your claim online 24 hrs. a day/7 day a week at www.integrity.house. If there is an after-hours emergency as defined in Section 2 below, You must send an email to Integrity outlining the details of the issue. Notice of any malfunction must be given to Us prior to expiration of this Agreement.

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. Emergency Service - We will consider a request for service to be an emergency only if, in Our opinion, the Mechanical or Electrical Breakdown renders Your home uninhabitable such as a failure of air conditioning in extreme heat or failure of heating system in periods of extreme cold or electrical arching or running water that cannot be shut off. Appliance failure is not considered an emergency. In the event of an Emergency outside normal business hours that involves loss of heating, cooling, plumbing or a substantial loss of electrical service or any other covered 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. If You believe that Your circumstances require service sooner than the days mentioned above, You must make the request for emergency repairs and provide an explanation for emergency repairs. We will determine what repairs constitute an emergency, based on your explanation to Us, 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. In the event a service provider is not available in Your area, You may select one yourself provided they are properly licensed and insured by state and local agencies.

4. You will pay up to the amount shown on the Registration Page for the Service Fee per claim or the actual repair cost, whichever is less. The Service Fee is for each visit or service provided 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 or services provided, including but not limited to those calls wherein coverage is included, excluded, or denied as applicable. 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 in 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.

#### **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. For specific limits of liability, please refer to the Limits of Liability section. Coverage will only apply if the corresponding plan is selected at the time of purchase.

#### **TEXT MESSAGING SUMMARY TERMS & CONDITIONS**

Our mobile text messages are intended for subscribers over the age of 13 and are delivered via USA short code 77453. You may receive up to 5 message(s) per month. Message and data rates may apply. This service is available to persons with text-capable phones subscribing to carriers including AT&T, Verizon Wireless, T-Mobile, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicel, U.S. Cellular, and Boost. For help, text HELP to 77453, email Contactus@Integrity.house or call 1-800-301-1397. You may stop your mobile subscription at any time by text messaging STOP to short code 77453

# PLATINUM

# I - APPLIANCES AND OTHER SYSTEMS

**A. Water Heater (Gas or Electric):** We will cover 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: 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:** We will cover 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: Gas lines, clocks, meat probe 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:** We will cover door interlock electrical switch, touch pad/controller, diode, control board, transformer/inverter, stirrer motor, magnetron fan motor, related electrical parts. NOT COVERED: Countertop units, door glass, clocks, filters, door handle, rotisseries, interior linings, or cosmetic issues such as scratches, dents or chipping.

**D. Refrigerator:** We will cover 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: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, ice makers and controls, filters, door handle, food spoilage, media centers, rack; shelves; drawers, beverage/ water dispenser, and their respective equipment and water lines, interior thermal shells, door hinges, lights (including LED), free standing freezer, freezers which are not an integral part of the refrigerator, removable accessories, wine cooler/ chillers, multi- media center, non-functioning parts, latch assemblies or cosmetic issues such as scratches, dents or chipping.

**E. Dishwasher:** We will cover 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: Outer tubs, baskets, filter, Breakdowns caused by hard water and iron deposits, rollers, racks, gaskets, seals, or cosmetic issues such as scratches, dents or chipping.

**F. Clothes Washer:** We will cover 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: Internal hoses, suspension rods, ball joints, outer tubs, 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.

**G. Clothes Dryer:** We will cover gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, drive belt, lights (including LED), surface limit control, motor, bearings, pulleys, controls, timer and electrical heating element. NOT COVERED: venting, knobs and dials, seals, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.

**H. Built-in Instant Hot/ Cold Water Dispenser:** We will cover repair or replacement of components and parts that malfunction due to normal wear and tear. NOT COVERED: Cosmetic or physical damage; removable accessories or free-standing units.

I. Garbage Disposal: We will cover all mechanical and electrical components and parts. NOT

COVERED: Problems and/or jams caused by bones and foreign objects other than food.

**J. Ice Maker (In Refrigerator or Stand Alone):** We will cover 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: Springs, hinges, liners, baskets, racks, rollers, handles, failure due to mineral buildup, or shelves.

**K. Stand-Alone Wine Cooler:** We will cover 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: kitchen refrigerator, insulation, racks, shelves, lights, beverage dispensers and respective equipment, defrost drain tubes, gaskets, seals, doors, ice makers 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.

**L. Trash Compactor:** We will cover repair or replacement of components and parts that malfunction due to normal wear and tear. NOT COVERED: Lock and key assemblies or removable buckets.

**M. Garage Door Opener:** We will cover all mechanical & electrical components including chain, belts, door arm, trolley, control board, motor, gear assembly and sensors. NOT COVERED: cables, springs, handles, wheels, wheel track, track assembly, doors, hinges, remote transmitters, frequency interference, lights, or exterior mounted keypads.

**N. Ceiling Fans:** We will cover repair or replacement of components and parts that malfunction due to normal wear and tear (Replaced with builder's standard. NOT COVERED: Light kits and remote transmitters, attic; bathroom and/or whole house exhaust fans, light bulbs, noise, remote controls, out of balance/damaged fan blades, wall fans and removable accessories.

**O. Doorbell System:** We will cover all components and parts, except as noted as Not Covered. NOT COVERED: Any audio/video surveillance systems, intercom systems, batteries, smart doorbell, or computer/monitors working in conjunction with the doorbell system.

**P. Kitchen Exhaust Fan:** We will cover all internal related electrical parts, including belts, fan motors, motors, switches, relays and control boards. NOT COVERED: Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents or chipping.

**Q. Interior Electrical System:** We will cover all interior AC wiring including receptacles, switches, fuses, a n d circuit breakers. NOT COVERED: 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 dev ices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload. We are not responsible for any demolition or reconstruction which must take place in order to access wiring located behind the walls.

**R. Interior Plumbing System:** We will cover all interior plumbing including angle stops, risers, waste vents, p-traps assemblies, supply lines, drain lines, and interior hose bibs. NOT COVERED: 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, sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, exterior hose bibs, water supply lines to the refrigerator, any damage caused by freezing; roots or a foreign object, collapse of water, waste, drain or vent lines, polybutylene plumbing, improper installation or repair or unworkmanlike plumbing. We are not responsible for any repair work which must be executed to access interior lines or pipes. Components must be visible and accessible for the technician. We are not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like or any subsequent damage caused by a water leak.

S. Whole House, Exhaust & Attic Fans (Built-In): We will cover repair or replacement of components and parts that malfunction due to normal wear and tear (replaced with builder's standard). NOT COVERED: Exhaust fans used for radon, heating or lighting components.

**NOTE:** We will pay up to \$500 per Contract term for access, diagnosis, repair or replacement of a covered whole house, exhaust & attic fans, including returning access openings to a rough finish.

**T. Programmable Thermostat:** We will cover electronic, smart, or programmable thermostat that works in conjunction with a covered heating system or air conditioning/cooler or builtin wall unit. NOT COVERED: All other.

#### COOLING/HEATING SYSTEMS:

**U. Central Air Conditioning (includes Heat Pumps):** (Electric only) Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. We will cover condenser, defrost heating element, programmable thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits. NOT COVERED: Gas air conditioning systems, programmable/WiFi thermostats, baseboard casings, evaporator 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.

V. Central Home Heating (Gas or Electric): We will cover gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard programmable thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, heater coil, 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: Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, flues and vents, filters, smart/programmable thermostat, 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.

**NOTE:** For cooling or heating systems over ten (10) years old: If the repair is over \$1,500 or parts are not available to repair the equipment, a \$1,500 replacement allowance will be paid to You. Proof of purchase of a new heating or cooling system is required to be provided to the Administratorin the form of a purchase receipt within sixty (60) days.

# II - Optional Coverage

\*Optional coverage will only apply if it is selected at the time of purchase.

A. Central Vacuum System: We will cover repair or replacement of components and parts that malfunction due to normal wear and tear of a single primary unit as follows: motor and drive train. NOT COVERED: Accessories or hoses, removable attachments, clogged pipes and maintenance related breakdowns.

NOTE: We are not responsible for the cost of gaining access to or closing access from the floor or walls either to locate the cause of malfunction or to affect repair or replacement.

B. Septic System: We will cover sewage ejector pump, jet pump, aerobic pump, septic tank, and line from house. NOT COVERED: leach lines, field lines, lateral lines, tile fields and leach beds, insufficient capacity, clean out, pumping.

C. Water Leaks: We will cover repair of leaks and breaks in water lines, toilet flanges, waste lines, drain lines, or vent lines within the perimeter of the main foundation of the home. NOT COVERED: All piping and plumbing outside of the perimeter of the foundation or below the lowest floor of the home (under the foundation or in a crawl space), water supply lines to the refrigerator, sprinkler system, any damage caused by freezing; roots or a foreign object, collapse of water, waste, drain or vent lines, polybutylene plumbing, improper installation or repair or unworkmanlike plumbing, repair and finish of any walls, floors or ceilings where it is necessary to break through to effect repairs or diagnosis.

Note: We are not responsible for trim, texture, paint, wallpaper, tile, carpet, or the like or any subsequent damage caused by a water leak.

D. Free Standing Freezer: We will cover mechanical parts and components affecting the proper operation of one freestanding freezer, covered mechanical parts and components include only the following: belts, compressor, condensers, control timers, defrost heaters, electronic components, evaporators, fan motors, hoses, internal wiring, motors, power cords, pumps, pulleys, ram assembly, switches and relays, solid state control boards and thermostats. NOT COVERED: Ice and beverage dispensers, buckets, commercial units, draws, door seals, drip pans, filters and screens, food spoilage, ice maker, interior lining, internal shelves, doors, knobs and handles.

E. Free Standing Additional Refrigerator: We will cover repair or replacement of components and parts that malfunction due to normal wear and tear, for one freestanding additional refrigerator. NOT COVERED: Racks, shelves, drawers, ice makers, ice crushers, beverage/ water dispensers and their respective equipment and water lines, interior thermal shells, door hinges, springs, gaskets, seals, food spoilage or spillage, light bulbs (including LED), free standing freezer, freezers which are not an integral part of the refrigerator, removable accessories, wine coolers/chillers, noise, multi-media center, non-functioning parts, latch assemblies and cosmetic damages.

F. Swimming Pool/Spa: We will cover 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, multi-port control valves, relays and switches, pool sweep motor and pump, above ground plumbing pipes and wiring. NOT COVERED: 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.

G. Well Pump: We will cover all components and parts of well pump utilized for main dwelling only. NOT COVERED: 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.

H. Additional Air Conditioning Unit Coverage (includes Heat Pumps): Coverage provided by these options is in addition to the primary air conditioning unit coverage offered under this Agreement. The underlining coverage for a primary air conditioning unit must also be purchased to receive coverage. Additional benefit that is provided by this option is in addition to the primary air conditioning unit coverage for a primary air conditioning unit must also be purchased to receive air conditioning unit coverage offered under this Agreement. The underlining coverage for a primary air conditioning unit coverage offered under this Agreement. The underlining coverage for a primary air conditioning unit found under the GOLD Plan Coverage section, Paragraph E, must also be purchased to receive this coverage. COVERED: Refrigerant and coils. If the Central Air Conditioning unit must be replaced the additional option limit only covers the coil and not any other components. NOT COVERED: All other components of the Central Air Conditioning (including Heat Pumps).

NOTE: For cooling or heating systems over ten (10) years old: If the repair is over \$1,500 or parts are not available to repair the equipment, a \$1,500 replacement allowance will be paid to You. 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.

### **III - Additional Benefit**

#### Hotel Reimbursement:

Hotel reimbursement is available for failures relevant to covered repairs for Your Cooling System, Heating System, Electrical System or Plumbing repairs that leave Your dwelling uninhabitable as determined by Integrity and as described under "To Obtain Service", "#2", "Emergency Service". If Integrity cannot complete authorized required repairs within (24) hours of dispatching a service professional relevant to the dwelling of record We will reimburse You up to \$100 per night or actual cost of a hotel room, if less, for up to a maximum of three (3) nights on a qualified hotel stay per authorized occurrence. The following stipulations apply.

a) You must obtain authorization by calling the toll-free number provided in this Service Contract.

b) To obtain reimbursement for authorized hotel stays You must mail to the address listed on the Service Contract Registration Page the original hotel receipt with dates corresponding to a covered failure previously authorized by Integrity. Retain a copy of the receipt for Your records.

c) Integrity will mail a reimbursement check no later than forty-five (45) days after the receipt for a qualifying stay has been received in Our office for processing.

d) The maximum liability for hotel reimbursements is \$900 in aggregate for a three (3) year term of coverage.

# **IV - LIMITS OF LIABILITY AND CONDITIONS:**

1. The total for all covered appliances, systems or items will not exceed \$15,000.00 per Contract term. We will not pay more than the current market value for any appliance, system, or item. In addition, Our obligation to pay for the repair or replacement of any covered appliance, system or item will not exceed the amount indicated for each over the term of the Contract.

2. The limit of liability for each covered component is as follows: Water Heater (\$1,000); Range/Oven/Cooktop (\$1,000); Built-in Microwave (\$500); Refrigerator (\$1,000); Dishwasher (\$500); Clothes Washer (\$500); Clothes Dryer (\$500); Built-in Instant Hot/ Cold Water Dispenser (\$500); Garbage Disposal (\$250); Ice Maker (In Refrigerator or Stand Alone) (\$500); Stand-Alone Wine Cooler (\$500); Trash Compactor (\$250); Central Air Conditioning (includes Heat Pumps) (\$3,000); Central Home Heating (\$3,000); Garage Door Opener (\$250); Ceiling Fans (\$300); Doorbell System (\$300); Kitchen Exhaust Fan (\$500); Interior Electrical System (\$1,000); Interior Plumbing System (\$1,000); Whole House, Exhaust & Attic Fans (Built-In) (\$500); Programmable Thermostat (\$300); Central Vacuum System (\$500); Septic System (\$500); Water Leaks (\$500); Free Standing Freezer (\$500); Free Standing Additional Refrigerator (\$500); Swimming Pool/Spa (\$1,000); Well Pump (\$500); Additional Air Conditioning Unit (includes Heat Pumps) (\$3,000). 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. Electronics can be new or refurbished. 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.

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.

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 inhome 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, 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, 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. All covered products must be accessible to service technicians.

# **V - EXCLUSIONS:**

#### We are NOT responsible for:

A. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters or adding/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, system or electronic device 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 and/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, lightening, ice, snow, explosion, mud, earthquake, ground settlement, 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. 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.

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

O. Damages due to rodents/animals/insects, failure(s) due to an inherent design flaw from the manufacturer, cosmetic/physical damage, failure(s) due to a prior repair not consistent with the manufacturer-recommended repair guidelines.

P. Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

# VI - FEES and CHARGES:

A. If the Agreement Purchase Price is not collected (i) on the scheduled date (for monthly terms) or (ii) within 10 days of the Expiration Date (for terms greater than monthly), then service under this Agreement may be denied until payment is received.

B. Upon renewal, the Agreement Purchase Price and any included limits, fees or charges may be adjusted. Month to Month plans auto renew monthly. If your plan is a renewed yearly and there is an increase in price, you will be notified at least 30 days prior to your renewal date.

# **VII - SUBROGATION:**

If We pay for coverage under this Service Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived. 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.

# 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. If cancellation is after the first year of being an active customer, regardless if any service has been performed, you may be charged a \$75 cancellation fee.

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. No cancellation fee will apply.

4. We reserve the right to cancel this Agreement in the event of customer fraud, material misrepresentation, or failure to pay. Cancellation will be immediately effective. 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.

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

You agree and acknowledge that You have paid an additional fee for this Residential Service Contract 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 Residential Service Contract 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 Residential Service Contract, are not the supplier of the covered item. Consequently, this Residential Service Contract is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this Residential Service Contract is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

# **IX - LIMITATION OF LIABILITY:**

THIS RESIDENTIAL SERVICE CONTRACT 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 RESIDENTIAL SERVICE CONTRACT.

# **X - INSURANCE STATEMENT:**

OUR OBLIGATIONS UNDER THIS SERVICE CONTRACT ARE GUARANTEED BY AN INSURANCE POLICY ISSUED BY TECHNOLOGY INSURANCE COMPANY, INC. (THE "INSURANCE COMPANY"), 59 MAIDEN LANE, 43RD FLOOR, NEW YORK, NY 10038, UNLESS INDICATED OTHERWISE IN A STATE DISCLOSURE. IF A REFUND DUE OR A COVERED CLAIM IS NOT PAID WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, YOU MAY FILE A CLAIM DIRECTLY WITH THE INSURANCE COMPANY. PLEASE CALL 1-866-505-4048 FOR INSTRUCTIONS.

# SPECIAL STATE REQUIREMENTS AND/OR DISCLOSURES

Varies by State of Covered Property Address.

#### **PAYMENT PLAN AGREEMENT**

CONTRACT NUMBER:	H12345678
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Purchaser			Seller		
Name:	CUSTOMER NAME	Name:	SELLER NAME		
Address:	123 ADDRESS STREET	Address:	16209 MID RIVERS MALL DR SUITE 150		
City, State, Zip:	NEW YORK, NY 12345	City, State, Zip:	SAINT PETERS, MO 63376		
Phone:	5551235555	Phone:	888-682-0650		
Email:	TEST@EXAMPLE.COM	Sales Person:	TONYA CHRISTIANS		
Home Information					
Address 1:	10-12 PINTO CIR	Address2:			
City, State, Zip:	TEXARKANA, TX 75503	Dwelling Type:	TOWNHOME LESS THAN 5,000 SQ. FT		
Terms (in months):	36	Contract Effective Date:	09/19/2024		

You, the Buyer, may buy the Home Service Contract for the total cash price shown in the Itemization or according to the terms of this Payment Plan Agreement ("Agreement"). By signing this Agreement, you choose to buy the Home Service Contract from the Seller and pay for it according to this Agreement. The Home Service Contract is issued by

<u>Integrity</u> ("Administrator"). The Home Service Contract number is provided at the top of this Agreement. You and we agree to be bound by the terms of the Agreement. "We," "us" and "our" refer to the Seller shown above, and, upon assignment of this Agreement, to FINANCE COMPANY doing business as FINANCE COMPANY DBA. The Important Disclosures below are part of this Agreement.

Unless one of the following is checked, you purchased the Home Service Contract primarily for personal, family or household use.

Agricultural Business

#### Itemization of Payment Plan a) Total Sale 3999.02 0.00 b) Taxes on Sale 3999.02 c) Total Sale Price (a + b) Down Payment 239.00 d) e) Total Unpaid Balance (c - d) 3760.02 . ..

Purchaser's Payment schedule is as follows:					
Number of Payments	Amount of Each Payment	Start of Monthly Payments	Final Payment Date		
18	208.89	10/25/2024	04/25/2026		
Important Disclosures					
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.		
0.00%		\$ 3760.02	\$ 3999.02		

Security Interest: You are giving us a security interest in any refund due upon cancellation of the Home Service Contract.

Late Charge: Except as provided below, if you do not make your full payment within 5 days of its scheduled due date, you will pay a late charge of the lesser of \$20 or 5% on the part of the payment that is late. If you live in <u>Arizona, California,</u> <u>Colorado, the District of Columbia, Florida, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, Missouri, New York, Oklahoma,</u> <u>South Carolina, Virginia, West Virginia, Wisconsin or Wyoming</u>, your late charge will be the lesser of \$10 or 5% of the part of the payment that is late if you do not make your payment within 10 days of its scheduled due date. If you live in <u>Maine,</u> <u>Massachusetts, Mississippi, or South Dakota</u>, your late charge will be the lesser of \$5 or 5% of the payment that is late if you do not make your payment within 15 days of its scheduled due date. If you live in <u>North Carolina</u>, your late charge will be the lesser of \$6 or 5% of the part of the payment that is late if you do not make your payment within 15 days of its scheduled due date. If you live in <u>North Carolina</u>, your late charge will be the lesser of \$6 or 5% of the part of the payment that is late if you do not make your payment within 10 days of its scheduled due date.

Prepayment: If you pay early, you will not have to pay a penalty

# Please read this Agreement for additional information about security interests, non-payment, default, and any required repayment in full before the scheduled date.

**PAYMENT OPTIONS:** You have paid Seller the Down Payment in the amount set forth above. You will make your remaining payments as scheduled and disclosed in the Important Disclosures to the Seller, or upon assignment, PayLink Direct, using the payment option below.

#### **PAYMENT OPTION: Authorization for Credit Card Payment**

You authorize us to make the applicable number of consecutive monthly charges to your credit/debit card account listed below, in the amount and on the dates specified in the Important Disclosures above (plus late charges and returned payment charges, if any). This authority will remain in effect until the Payment Plan Amount is paid in full, together with applicable charges if any, or until we receive written notification of termination from you in time to allow reasonable opportunity to act on such notification. You agree to notify us in writing of any changes in your account information or termination of this authorization at least 15 days prior to the next payment date. If you change your credit/debit card account, this authorization remains effective for your new account.

Credit Card Number	Expiration Date	Type of Card
***************1111	2/2029	MASTERCARD

PROMISE TO PAY. You agree to pay us the Payment Plan Amount according to the terms of this Agreement.

**LATE CHARGE AND RETURNED PAYMENT CHARGES.** You agree to pay the late payment charges specified in the Important Disclosures. The applicable late charge is based upon your state of residence at the time you sign or ratify this Agreement.

Except as provided below, if any payment you make is returned unpaid for any reason, after we make any demand applicable law requires and wait the time applicable law requires, you agree to pay us a returned payment charge of \$25. If you live in <u>Arizona or Massachusetts</u>, you agree to pay a returned payment charge of \$10. If you live in<u>California, Missouri</u> or <u>Wisconsin</u>, you agree to pay a returned payment charge of \$15. If you live in<u>Connecticut, Idaho, New York or Utah</u> you agree to pay a returned payment charge of \$20. If you live in the <u>District of Columbia, Iowa or Wyoming</u> you will not pay returned payment charges. If you live in <u>Maine, Virginia, or Vermont</u> you will be liable for returned payment charges as prescribed by a court if we take action against you.

All late charges, returned payment charges, or other fees you incur must be paid in the next monthly payment and in accordance with the payment option you select and/or in effect at the time of the next monthly payment.

**CANCELLATION AND ASSIGNMENT OF RIGHTS.** You have the right to cancel the Home Service Contract at any time in accordance with the terms of the Home Service Contract. If you exercise the right to cancel the Home Service Contract before making all payments, you agree to send written notice of the cancellation to the Administrator and us. You authorize us to direct the Administrator/Seller to cancel the Home Service Contract if we do not receive any payment within 10 days of the scheduled payment date, as applicable law allows.

You hereby grant us a security interest in and assign to us your right to receive refunds pursuant to the Home Service Contract. If the Home Service Contract is cancelled before you have paid the full Payment Plan Amount and any other fees or charges due to us under this Agreement, any refund due to you after proceeds are applied to your outstanding obligations under this Agreement (the "Buyer Refund") will be paid to you. The Buyer Refund is calculated in the manner described in the Home Service Contract but based on amounts actually paid by you rather than the Total Sales Price of the Home Service Contract. If you are entitled to a Buyer Refund, you will receive the refund from the Seller or the Administrator of the Home Service Contract. No assignee of the Seller shall have a contractual or other responsibility under this Agreement or the Home Service Contract to pay or calculate such refund, or for the performance of any other services required by the Home Service Contract.

PAYMENTS AFTER CANCELLATION. Any payment you make after we receive a notice of cancellation will not constitute a

reinstatement of the Home Service Contract but will be applied to your outstanding obligations under this Agreement. Neither the acceptance nor the application of any payment will constitute the reinstatement of Home Service Contract or constitute a waiver of any default hereunder.

**DEFAULT**. If you fail to make any payment when due or, subject to the requirement in this section, fail to comply with any other provision in this Agreement (default), after notice and any right to cure required by applicable law, we have the right to cancel the Home Service Contract and take any action permitted by law to collect what you owe. Upon cancellation, you agree that we may collect and receive any refunds or proceeds with respect to the Home Service Contract. We will apply those refunds and proceeds to your outstanding obligations under this Agreement. If there is a surplus in excess of \$1.00, you are entitled to the surplus. Except where prohibited by applicable law, you hereby release and discharge us from any liability for damages with respect to cancellation of the Home Service Contract due to default and you shall indemnify and hold us harmless from any liabilities, claims, damages or causes of action for any action taken as a result of your default under this Agreement. Our failure to require strict performance of any provision in this Agreement or to exercise any of our rights under this Agreement will not waive or relinquish any future right under this Agreement.

\*\*If required by applicable law, we will only consider the failure to comply with other provisions of this Agreement an event of default if our prospect of payment, performance, or realization of collateral is significantly impaired. Where required, we bear the burden of establishing significant impairment.

**POWER OF ATTORNEY**. In the event you default under the terms of this Agreement, and if allowed by applicable law, you hereby irrevocably appoint us as your true and lawful attorney-in-fact with respect to the Home Service Contract until all amounts payable hereunder are paid in full. If allowed by applicable law, you agree that we will have full power under this power of attorney to (i) cancel or reinstate the Home Service Contract, (ii) endorse or execute, in your name, all checks issued and all other documents or instruments relating to the Home Service Contract, (iii) receive, demand, collect or sue for any amounts relating to the Home Service Contract due and owing to us by the Administrator, insurer, Seller, or other obligor and (iv) take such other actions as are necessary to further the purposes of this Agreement.

**ACCEPTANCE, RATIFICATION, ACCURACY**. This Agreement shall be effective when signed by you and us, or where applicable, upon the first of the following events to occur after we mail you a copy of the Agreement (1) you sign and transmit to us a copy of the signed Agreement, in wet ink or electronically, or (2) you make your first payment. Either signature or payment according to the terms of the Agreement ratifies and makes effective your and our obligations under the Agreement. You may not modify the preprinted terms of this Agreement.

**SERVICING AND COLLECTION CONTACTS** By providing your wireless (cell) telephone number, you expressly consent to receiving telephone calls from us, and any assignee of this Agreement, concerning your Agreement, including calls to collect what you owe. Live calls may be made by one of our employees. Calls may also be made by a prerecorded, autodialed voice or text message as applicable law allows. Your consent covers *all* types of calls. We do not charge you for such calls. Your wireless carrier will charge you for our incoming calls and text messages according to your plan.

**INFORMATION SHARING**. You expressly consent to the sharing of information related to this Agreement and the related Home Service Contract among us, the Seller, the Administrator and the provider of the Home Service Contract.

**ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between you and us. It supersedes any other written or oral agreement between the parties, and, except as otherwise set forth herein, may be modified only in writing signed by us. No oral changes to the terms of this Agreement are binding on you or us.

**REMEDIES, GOVERNING LAW, WAIVERS.** This Agreement is governed and construed in accordance with federal law and the laws of the state of your residence as provided on the first page of this Agreement. Each provision in this Agreement will be interpreted so as to be effective and valid under applicable law. This Agreement includes an arbitration provision. By signing or ratifying this Agreement, you agree to be bound by the terms of the arbitration provision.

**MISCELLANEOUS**. The content and format of this Agreement has been adopted to provide you with important information in a clear and familiar form and its use does not imply that any particular federal or state law relating to lending or installment sales applies to this Agreement or transactions it contemplates. You expressly acknowledge and understand that the purchase of a Home Service Contract is not required either to purchase or obtain financing for a Home. Time is of the essence in this Agreement.

For purchases primarily for personal, family or household use, the following disclosures applies.

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

ARBITRATION PROVISION. This Arbitration Provision significantly affects your rights in any dispute with us. Please read this Arbitration Provision carefully before you sign or ratify the Agreement.

EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT. IF A DISPUTE IS ARBITRATED, YOU AND WE WILL EACH GIVE UP CERTAIN RIGHTS THAT MAY BE AVAILABLE IN COURT, INCLUDING OUR RIGHT TO A TRIAL BY JURY. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the

arbitrability of any issue), between you and us or our employees, agents, successors or assigns, which arises out of or relates in any manner to this Agreement or any resulting relationship (including any such relationship with third parties who do not sign this Agreement, such as an assignee of the Agreement) shall, at your or our election (or the election of any such third party), be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. This is called the "class action waiver."

You may choose the applicable rules of either the American Arbitration Association ("AAA") or another arbitration organization, subject to our approval. You may obtain a copy of the rules of the AAA by visiting its web site (<u>www.adr.org</u>). We waive the right to require you to arbitrate an individual claim if the amount you seek to recover qualifies as a small claim under applicable law.

This Arbitration Provision relates to an agreement that evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).

The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules of the chosen arbitration organization. The arbitrator shall apply substantive governing law and the applicable statute of limitations. The arbitration award shall be in writing. The arbitration hearing shall be conducted in the federal district in which you live, or such other place convenient to you as required by the rules of the chosen arbitration organization. If you demand arbitration first, you will pay the filing fee if the chosen arbitration organization requires it. We will advance and/or pay any other fees and costs required by the rules of the chosen arbitration.

The arbitrator's award shall be final and binding on all parties. There shall be a limited right to appeal to the extent allowed by the Federal Arbitration Act. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous.

If any part of this Arbitration Provision other than the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder shall be enforceable. If the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Provision shall be unenforceable. This Arbitration Provision shall survive the termination of any contractual agreement between you and us, whether by default or repayment in full.

#### STATE LAW DISCLOSURES:

**OHIO**. If you reside in Ohio, the following disclosures applies: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**NOTICE TO BUYER:** (1) Do not sign this Agreement before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of this Agreement. (3) You have the right to cancel the Home Service Contract at any time and make no further payments. (4) You have the right to pay in advance the full amount due without penalty. (5) Keep this Agreement to protect your legal rights.

BY SIGNING BELOW OR BY MAKING YOUR FIRST PAYMENT AFTER YOU HAVE RECEIVED A MAILED OR ELECTRONIC COPY OF THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISION ABOVE, AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

Purchaser		Seller	
Signature	Date	Signature	Date
AUTHORIZED BY TELEPHONE	09/19/2024	SELLER NAME	09/19/2024

In accordance with the terms and conditions of the agreement between Seller and FINANCE COMPANY, Seller hereby assigns its right, title, and interest in this Agreement to FINANCE COMPANY.

CUSTOMER NAME 123 ADDRESS STREET NEW YORK, NY 12345