

TERMS AND CONDITIONS FOR AGREEMENT

This Agreement is not a Contract of Insurance

Please read this **Agreement** carefully, as it describes the protection **You** will receive in return for **Your** payment of the purchase price of this **Agreement**. **You** must keep this **Agreement**, **Your** sales invoice and receipt for the product **You** purchased. They are integral parts of this **Agreement** and **You** may/will be required to produce them in order to obtain service. **You** must maintain the **Covered Product** as recommended by the manufacturer's owner's manual and warranty. Refer to the **Certificate of Coverage** Page of this **Agreement** or **Your** sales receipt or invoice to determine the term of this **Agreement** and if there is a deductible required to obtain service under this **Agreement**.

NOTICE: (1) THE PURCHASE OF THIS **AGREEMENT** IS NOT REQUIRED TO EITHER PURCHASE **YOUR** PRODUCT OR TO OBTAIN FINANCING FOR IT; (2) THIS **AGREEMENT** DOES NOT REPLACE THE MANUFACTURER'S WARRANTY FOR THE **COVERED PRODUCT**.

I. DEFINITIONS

- (1) **"Obligor," "We," "Us," and "Our":** The company obligated under this Agreement is Starr Protection Solutions, LLC ("SPS"), except in Florida, Oklahoma and Washington. In Oklahoma and Washington, the Obligor is Starr Technical Risks Agency, Inc. ("Starr Tech"). SPS and Starr Tech (OK License # 44200902) are located at 399 Park Avenue, 3rd Floor, New York, NY 10022, 1-855-438-2390. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, 1-855-438-2390.
- (2) **"You" and "Your":** The original purchaser of the **Covered Product** and any authorized transferee/assignee of the original purchaser.
- (3) **"Administrator":** **OnPoint Warranty Solutions, LLC**, 9900 Corporate Campus Drive, Ste. 2050, Louisville, KY 40223, 1-8-4765.
- (4) **"Selling Retailer":** The entity selling the **Covered Product** and this **Agreement**.
- (5) **"Covered Product":** The consumer product(s) that **You** purchased from the Selling Retailer and were received from the Selling Retailer.

II. COVERAGE TERMS

AGREEMENT TERM AND PRICE: The term of the **Agreement** (the "**Agreement** Term") begins on the date of **receipt of your product**. The cost and length of term for the **Agreement** are both found on the Declarations Page as well as on **Your** receipt or PO. Please keep these terms and conditions, Declaration Pages and **Your** receipt or PO for the product(s) covered by this **Agreement**; **You** may be required to produce them to receive service.

1. **MANUFACTURER'S RESPONSIBILITY:** The **Agreement** complements but does not replace the manufacturer's warranty for any Covered Product. Parts and services covered by the manufacturer's warranty are the responsibility of the manufacturer during the manufacturer's warranty coverage period.
2. **COVERAGE:** Under the **Agreement**, we will furnish the required (i) parts and/or (ii) services (performed by an authorized service technician designated by **Us**) to repair and service or (where applicable) to replace the Covered Product. **You** must provide a safe, non-threatening environment as determined by our technician in order to receive in-home service and the product that requires a repair must be easily accessible to the technician, which may include moving the Covered Product to an open space or other designated area. The **Agreement** covers:

For All Products:

- (a) Failure of integral electrical and mechanical components
- (b) Failure of lifting, heating, or cooling mechanics

For Portable Electronic Products only:

- (a) Accidental damage, including damage from drops, spills and liquid damage associated with the handling and use of Your Product such as handheld devices, camcorders, cameras and camera lens (see more details in Section 8 below Accidental Damage from Handling)

For Furniture Products only:

- (a) All accidental stains attributed to a single occurrence (excluding accumulation defined as a gradual build-up of dirt, dust, body oils and perspiration)
- (b) Accidental rips, tears, burns, and punctures
- (c) Accidental scratches, gouges, chips or dents that penetrate the top coat of hard surface finishes
- (d) Damage caused by nail polish remover
- (e) Heat marks caused by brief flame or heat
- (f) Water or beverage marks or rings
- (g) Failure of, or accidental damage to, frames, panels or springs
- (h) Failure of, or accidental damage to, sleeper, recliner, lifting, heating and/or vibrating mechanics
- (i) Failure of integral electrical components
- (j) Lifting or incident-specific chipping of veneers or laminates exposing the substrate
- (k) Warping
- (l) Loss of silvering on mirrors
- (m) Checking, cracking, bubbling or peeling of finish caused by a specific incident
- (n) Glass or mirror chipping or breakage

See Section III below for limitations and exclusions to coverage.

3. **POWER SURGE PROTECTION:** The **Agreement** covers parts and labor costs resulting from a mechanical or electrical failure of the Covered Product caused by a power surge, but the **Agreement does not cover power surges caused by lightning.**

4. **NO LEMON COVERAGE.** If we complete a functional repair on **Your** Covered Product three times during any continuous 12-month period and the Covered Product then requires a subsequent functional repair (a 4th repair) during the same 12-month period (as verified by our authorized service center), we will, at our discretion and subject to the terms of the **Agreement**, (i) replace the Covered Product with a new or refurbished product of similar features and functionality (though not necessarily the same brand or color), or (ii) issue a credit towards merchandise ("Merchandise Credit") as set forth in Section 7. Product Replacement section, provided that in either case, **the replacement or credit will not exceed the original purchase price of the Covered Product.** **You** must return the Covered Product to **Us** in order to qualify for this No Lemon coverage. For the purpose of this provision, one repair occurs when one service request is fulfilled requiring the repair or replacement of functional parts, but shall not include product diagnosis, customer instruction, repair or replacement of accessory, cosmetic, or nonfunctional parts, or any repair covered under a manufacturer's product recall. The **Agreement** will immediately be deemed fulfilled and will end on the date of replacement under this provision.

5. **FOOD LOSS COVERAGE:** If the refrigerator or freezer encounters a mechanical or electrical part failure that results in spoilage of food, we will cover **You** for the value of the spoiled food, to a **maximum of \$200 for each claim. Only one food claim can be made during any 12-month period and must be reported within 2 weeks of the event that caused the Food Loss.** If the Covered Product is still under manufacturer's warranty, this coverage will apply to supplement any food loss coverage provided under such warranty, but in no event, will the **total coverage exceed the maximum per plan amount or the actual value of the spoiled food.**

6. **PARTS:** Parts used for repairs under the **Agreement** may be either new or rebuilt or non-original manufacturers' parts, at our option. If appropriate functional parts for the Covered Product cannot be located, we will refund the price of the **Agreement** (less the cost of any repair or service provided) allocable to the remainder of the **Agreement** Term prorated on a monthly basis.

7. **PRODUCT REPLACEMENT:** Our limit of liability is the actual cash value of the product in operating condition at the time of the Claim. We determine actual cash value based on factors such as the cost of replacement less any depreciation. Depreciation is assessed based on the condition of the product immediately before the damage occurred and the normal product life expectancy. At our complete discretion, we may opt to replace **Your** Covered Product with a new or refurbished product with similar features and functionality (though not necessarily the same brand). Technological advancements may result in a replacement product with a lower selling price than the Covered Product. If we replace the Covered Product after expiry of the manufacturer's warranty and during the **Agreement** Term, then our obligations under the **Agreement** will immediately be deemed fulfilled and the **Agreement** will end on the date of replacement.

8. **ACCIDENTAL DAMAGE FROM HANDLING (ADH):** If You were offered and elected to include accidental damage from handling (ADH) as an integral part of Your coverage, it augments Your Protection Plan by providing additional protection for damage from drops, spills and liquid damage associated with the handling and use of Your Product, as suggested in section 2, above.

ADH does not provide protection against theft, loss, reckless, or abusive conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers.

9. **TO REQUEST SERVICE:** Service can be requested by calling 1-877-668-4765 at any time.

10. **TIME AND PLACE FOR SERVICE:** Service will be provided in **Your** home. For In-Home Service, service will be performed during the normal business hours of the authorized technician. If an authorized technician is not available in **Your** area, **You** may be asked to pay mileage fees to have a technician reach **Your** location, or **You** may be asked to ship **Your** product to an authorized service center for repair. In situations where commercially, reasonable in-home service is unavailable due to the remote location of the Covered Product, a transportation fee to have a technician reach **Your** home is applicable. If **You** opt not to pay this fee, **You** shall be entitled to a full refund of the purchase price of **Your** Plan or to repairs on a carry-in basis, with all transportation costs paid for by **You**.

11. **RENEWAL:** No party is obligated to renew the **Agreement**. Prices may change upon renewal. By purchasing the **Agreement**, **You** agree that **You** may be called to notify **You** of renewals. We reserve the right to determine the eligibility of product or equipment for coverage under any renewal offer, which may mean we do not contact **You** for a renewal.

12. **CANCELLATION:** This **Agreement** provides a thirty (30) day free look period from the purchase date of the **Agreement**. **You** may cancel this **Agreement** by informing the Selling Retailer of **Your** cancellation request within thirty (30) days from the date of purchase of the **Agreement** and **You** will receive a 100% refund of the full purchase price of the **Agreement**. If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed the cost of the contract or \$50.00 whichever is less, unless otherwise restricted by law. We may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment by **You**, or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) days prior to cancellation at **Your** last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.

13. **TRANSFERABILITY:** The **Agreement** is transferable to any subsequent owner of the Covered Product, subject to the terms and conditions contained herein.

14. **LIMITATION OF LIABILITY: EXCEPT FOR ANY GROSS NEGLIGENCE ON OUR PART, YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCE SHALL WE OR OUR AGENTS, CONTRACTORS OR LICENSEES, BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOSS OF USE OF COVERED PRODUCTS OR ANY OTHER PROPERTY, INCLUDING, WITHOUT LIMITATION, REAL OR PERSONAL PROPERTY, PRODUCTS OR EQUIPMENT, OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF COVERED PRODUCTS SERVICED OR REPAIRED UNDER THE AGREEMENT, DELAYS IN SERVICING OR REPAIRING, OR THE INABILITY TO SERVICE OR REPAIR COVERED PRODUCTS.**

15. DISPUTE RESOLUTION: Most disputes or disagreements between You and Us arising under this Plan can be resolved quickly by contacting the Administrator in writing at the address noted on Page 1. The parties will attempt to resolve any dispute arising out of or related to these Program Terms or any data recovery services requested or attempted hereunder through good faith negotiation.

The following clause applies to the maximum extent permitted by the applicable law. In the unlikely event We are unable to resolve a dispute We have with You after attempting to do so informally, You and We agree to resolve such disputes through final and binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Services "JAMS" in the United States. Each party will bear its own costs in arbitration, provided that We reserve the right, in Our discretion, to pre-pay certain fees You may incur in connection with the arbitration subject to refund if You do not prevail. Both parties waive their rights to a jury trial. Unless We and You agree otherwise, any arbitration hearings will take place in the State where You purchased Your Equipment.

15. ENTIRE AGREEMENT: These Terms and Conditions, together with any other document and written information We provided You in relation to the **Agreement**, constitutes the entire **Agreement** between Us and You with respect to repair and/or replacement of the Covered Product, and it cancels and supersedes any prior **Agreements** or communications, written or oral, in respect thereof, and there are no express or implied terms, conditions, **Agreements**, commitments, representations or warranties or other duties whatsoever which are not expressly provided for in writing.

III. WHAT IS NOT COVERED

(A) Products not originally covered by a manufacturer's warranty; (B) Products with less than an original ninety (90) days manufacturer's warranty (C) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (D) Cleaning; periodic checkups; preventive maintenance; (E) Any and all pre-existing conditions that occur prior to the effective date of this Agreement and/or any product sold used or "AS-IS," including but not limited to floor models, demonstrations models, etc.; (F) Part or repairs due to normal wear and tear unless tied to a breakdown, and items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, light bulbs, etc.; (G) Damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product; failure to follow the manufacturer's instructions for operation and care of the Covered Product; external causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; (H) Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (I) Incidental, consequential or secondary damages or delay in rendering service under this Agreement; loss of use during the period that the Covered Product is at an authorized service center or awaiting parts; (J) Any product used in a commercial setting or rental basis unless You purchased a Commercial Coverage Plan; (K) Failures that occur outside of the 50 states of the United States of America and the District of Columbia; (L) Non-functional or aesthetic electronics and appliances parts including but not limited to cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents, unless otherwise noted as covered in section 2, above; (M) Unauthorized repairs and/or parts; (N) Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein; (O) Accessories used in conjunction with a Covered Product including remote controls; (P) Any other loss other than a covered breakdown; (Q) Service where no problem can be found; noises; squeaks; breakdowns which are not reported during the term of this Agreement; (R) any breakdown or condition that results from abnormal usage of the Covered Product.

Specific to Electronics & Appliances: In addition to any applicable exclusions listed above, this Agreement only covers the operating condition of the Covered Product and does not cover (A) non-operating or external parts, e.g. protective glass, housings, insulation, conduit, frames, cabinets, knobs, dials, drawers, handles, shelves, doors, hinges, light bulbs, projection bulbs, filters, hoses; (B) any installed accessory item, e.g., gas or electronic connectors; (C) any antennae or antennae system, any expansion of the channel or frequency range capabilities of the Covered Product, circuit adjustments required to receive any particular station, service or adjustments due to changes in external power or water supply, water and power connectors and connections, reception or normal signal; (D) Speakers, except surround-sound home theater, remote controls, phonograph cartridges and stylus, headphones;

and (E) burned-in image in CRT, PLASMA, LCD or any other type of display; (F) furniture items with less than an 90 day manufacturer's warranty.

Specific to Computers and Peripheral Equipment: In addition to any applicable exclusions listed above, this Agreement does not cover damage caused by or due to (A) overheating caused by accumulation of dust, vermin or fan blockage, dropping, food and beverage spills, misuse and abuse; (B) any storage media damaged by malfunctioning parts, improper installation of computer components or peripherals, repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation, damage caused from refilled ink cartridges; (C) broken or cracked LCD/display screens in notebooks or other portable monitors, burned-in image in CRT, LCD or any other type of display, application programs, operating software, other software, loss of data or restoration of programs; (D) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; and (E) toner and ink cartridges, or cables.

Specific to Furniture: In addition to the exclusions listed above, this Agreement does not cover (A) defects, stains, or damages caused as a result of, abuse, misuse, physical force or furniture that is in an unserviceable condition; (B) neglect, theft, vandalism or malicious mischief; (C) accidents unless otherwise noted under the Coverage section; (D) collapse or explosion; (E) spillage of any kind unless otherwise noted under the Coverage section; (F) exposure to weather conditions and/or environmental conditions including, but not limited to: fire, floods, smoke, corrosion, sand, dirt, lightning, explosions; natural disasters; moisture water damage of any kind, whether from fresh water, saltwater or other water intrusion, freezes, storms, wind or windstorm, hail, earthquake, tornados or other acts or God; (G) riot, nuclear radiation, war or hostile action, radioactive contamination; (H) intentional or accidental damage by third parties; (I) sun fade or direct exposure to sunlight, bright light or extreme heat, extreme temperature or humidity changes, atmospheric conditions, any heating process, and/or drying; (J) fungus, mold, mildew, rot or rust; (K) vermin or insects; (L) stain or damage cause by incontinence; (M) any independent services or repair contracts, such as but not limited to plumber, painter or other service or maintenance personnel and/or damage caused by any repair personnel or any owner, employee or third party; (N) damage occurring prior to or during delivery or while furniture is being moved between residences or into or out of storage; (O) pet damage (except bodily fluids as outlined under the Coverage's section); (P) scratches unless specified as covered in section 2F; (Q) appliance malfunctions and any resultant leak there from; (R) any stain, soiling or damage resulting from everyday use or which has built up over time, e.g. hair, body or suntan oils and/or lotions; (S) signs of soiling include darkened areas where the body comes into contact with the furniture (these darkened areas are signs of soil build-up, which is not covered); (T) general maintenance and overall cleaning of the furniture; (U) damage due to harsh or corrosive chemicals; (V) acids, including without limitation, dyes and inks (except ballpoint), plant food and fertilizer and bleach, gum; (W) any non-operating part or decorative parts such as hinges, knobs, handles, or shelves; (X) coverage under another insurance program; (Y) delivery and/or redelivery and/or loss or damage to the Covered Product while in the course of transit; (Z) design deficiency; (AA) fabrics with "X" cleaning codes and non-colorfast fabrics and leathers; (AB) odors; (AC) variation of the color, or graining of wood or wood products, marble or leather; (AD) split leathers used in seat cushions, back cushions or top or inside arm areas; (AE) natural markings on leather, such as, healed scars, insect bites, brand marks or wrinkles, or suede, and leathers with embossed patterns other than those stimulating natural cowhide; (AF) non-bovine leathers, nubuck and other buffed leathers; (AG) stains, color loss or damage resulting from cleaning methods or products (detergents, abrasives or other harsh cleaning agents) other than those recommended by the furniture manufacturer; (AH) stone or sand abrasion; (AI) loss or damage resulting from pre-existing conditions known to You; (AJ) wear related issues, such as, but not limited to, fading, wear, seam separation, stress tears, loss of foam resiliency, pilling or fraying of any fabric on all types of furniture; (AK) color loss or cracking and peeling on any leather or vinyl; (AL) splits or bi-cast leather; (AM) furniture that is used for commercial, institutional, outdoor or rental purposes.

IV. INSURANCE

Our obligations under this Service Plan are insured by a policy of insurance issued by Starr Indemnity & Liability Company (the "Insurer"), 399 Park Avenue, 3rd Floor, New York, NY 10022. If we fail to pay or

provide service on a claim within sixty (60) days, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

V. STATE REQUIREMENTS AND 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 Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

ALABAMA only: You may return this Service Agreement within twenty (20) days of the date the Service Agreement was provided to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. If You cancel this Service Agreement after the first 20 days, You will receive the unearned portion of the full purchase price of the Service Agreement, less an administrative fee of up to twenty-five dollars (\$25.00). To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Obligor. Obligations of the Obligor are backed by the full faith and credit of the Obligor, as well as by a service contract reimbursement policy. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company, who insures the Obligor's obligations under this Service Agreement, at (855) 438-2390 or 399 Park Ave 3rd Floor, New York, NY 10022. These provisions apply only to the original purchaser of the Service Agreement. In the event the Obligor cancels the Service Agreement, the 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 provider fee or a material misrepresentation by You relating to the covered property or its use.

ARIZONA only Definitions: A "Consumer" means a contract holder, inclusive of a buyer of the Covered Product (other than for re-sale), any person to whom the Covered Product is transferred during duration of the Coverage Term, or any person entitled to receive performance on the part of the Obligor under applicable law. "Service Dealer" is any person or entity that performs or arranges to perform services pursuant to a service contract which the Service Dealer issues. "Service Contract Administrator" means an entity which agrees to provide contract forms; process claims and procure insurance for and on behalf of a Service Dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs.

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.

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 Plan. 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 ten percent of the gross amount paid by You for the service contract. To arrange for cancellation of this Plan, please contact Your selling retailer. Starr Protection Solutions, LLC is the Provider and the Obligor for this Service Agreement in Arizona.

CALIFORNIA only: With respect to California contract holders, the Administrator under this Service Agreement is OnPoint Warranty Solutions, LLC. The Obligor under this Service Agreement is Starr Protection Solutions LLC. This Service Agreement may be cancelled by the contract holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the selling retailer within 60 days of the date You received the Service Agreement, and You have made no claims against the Service Agreement, You will be refunded the full Service Agreement price, less any claims; or if Your Service Agreement is cancelled by written notice after 60 days from the date You received this Service Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less any claims paid

or less an administrative fee of 10% of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Plan, please contact Your selling retailer.

COLORADO only: Action under this Service Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act," Articles 1 and 2 of Title 6, C.R.S. A party to this Service Agreement may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

CONNECTICUT only: The term of Your Service Agreement is automatically extended by the length of time in which the Covered Product is in the Obligor's custody for repair under the Service Agreement. In the event of a dispute with the 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 Product, the cost of repair of the Product, and a copy of the Service Agreement. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company who insures the Obligor's obligations under this Service Agreement, at (855) 438-2390 or 399 Park Ave, 3rd Floor, New York, NY 10022.

FLORIDA only: The Obligor under this Service Agreement is Starr Indemnity & Liability Company. The Administrator under this Service Agreement is OnPoint Warranty Solutions, LLC. If You cancel this Service Agreement, You will receive a refund equal to 90% of the unearned pro rata purchase price of the Service Agreement, less any claims that have been paid or less the cost of repairs made on Your behalf. To arrange for cancellation of this Plan, please contact Your selling retailer. If We cancel this Service Agreement, You will receive one hundred percent (100%) of the unearned pro rata purchase price of the Service Agreement, less any claims paid or the cost of repairs made on Your behalf. The rates charged for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA only: You may cancel this Service Agreement at any time by notifying the selling retailer in writing or by surrendering the Service Agreement to the selling retailer, whereupon the selling retailer will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor is also entitled to cancel this Service Agreement at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal.

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.

Procedures for cancellation of this Service Agreement will comply with section 33-24-44 of the Georgia code. Administrator may cancel this Service Agreement upon thirty (30) days written notice to You. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim can be submitted to Starr Indemnity & Liability Company who insures the Obligor's obligations under this Service Agreement at (855) 438-2390 or 399 Park Ave, 3rd Floor, New York, NY 10022.

HAWAII only: You may return this Service Agreement within thirty (30) days of the date this Service Agreement was provided to You or within twenty (20) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your selling retailer. The 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 Service Agreement to the selling retailer. These provisions apply only to the original purchaser of the Service Agreement. In the event the Obligor cancels the Service Agreement, We will mail a written notice to You at Your last known address at least 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 provider fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. Obligations of the Obligor under this Service Agreement are insured under a service contract contractual liability policy issued by Starr Indemnity & Liability Company, 399 Park Ave, 3rd Floor, New York, NY 10022. If You have a question or complaint, You may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811.

ILLINOIS only: Starr Protection Solutions, LLC, (and not the dealer or manufacturer), is the Obligor under this Service Agreement in the State of Illinois. The Obligor will pay the cost of covered parts and labor necessary to restore the Product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear. You may cancel this Service Agreement at any time. If You cancel this Service 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 Service 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 Plan, please contact Your selling retailer. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company which insures the Obligor's obligations under this Service Agreement at the following address: 399 Park Avenue, 3rd Floor, New York, NY 10022.

INDIANA only: If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Obligor's obligations under this Service Agreement, at 399 Park Avenue, 3rd Floor, New York, NY 10022.

KENTUCKY only: If processing of a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim may be submitted to Starr Indemnity & Liability Company who insures the Obligor's obligations under this Service Agreement at 399 Park Avenue, 3rd Floor, New York, NY 10022.

MISSOURI only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim under the Service Agreement, the Service Agreement is void and the full purchase price will be refunded to You or credited to Your account. To arrange for cancellation of this Plan, please contact Your selling retailer. The 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 Service Agreement to the selling retailer. These provisions apply only to the original purchaser of the Service Agreement, and only if no claim has been made prior to the return of the Service Agreement. The following sentence is added as the last sentence of Section 8 To Request 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 Service Agreement provisions.

NEVADA only: This Service Agreement is renewable at Our option. This Service Agreement is not an insurance policy. This Service Agreement does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions or for any form of consequential damages. The Purchase Price is as indicated on the bill of sale or receipt, considered to be a part of the contract.

The cancellation provision in Your Service Agreement is hereby deleted and replaced with the following:

"This Service Agreement is void and We will refund to You the purchase price of this Service Agreement, if no service or replacement claim has been made and You return the contract to Us:

- (a) Within 20 days after the date this Service Agreement was mailed or otherwise sent to You; or
- (b) Within 10 days after You have received a copy of the Service Agreement if We have furnished You with a copy of this Agreement at the time when this Agreement was purchased.

To arrange for cancellation of this Plan, please contact Your selling retailer. We will refund to You the purchase price of this contract within 45 days after it has been returned to us. If We do not refund the purchase price within 45 days, 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 Service 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 Service Agreement.

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

- (a) Failure by You to pay the Service Agreement purchase price;
- (b) The contract holder being convicted of a crime which results in an increase in the service required under this Service 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 contract by You which substantially and materially increases the service requested under the Service Agreement; or
- (e) A material change in the nature or extent of the service required under the Service Agreement, which occurs after the purchase of this contract, and substantially and materially increases the service required beyond that contemplated at the time of purchase.

If We cancel this Service Agreement for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Product covered under this Service Agreement, the Administrator and/or Obligor liability is limited to the original retail purchase price You paid for such Product. We may not cancel this Service Agreement until at least fifteen (15) days after the notice of cancellation has been mailed to You. The obligations under this Service Agreement are guaranteed by Starr Indemnity & Liability Company located at 399 Park Ave., 3rd Floor, New York, NY 10022. If You are not satisfied with the manner in which We are handling service under this Agreement, You may contact the Nevada Commissioner by use of the toll-free number of the Division, (888) 872-3234.

NEW HAMPSHIRE only: In the event You do not receive satisfaction under this Service 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 Service Agreement are insured by a contractual liability policy issued by Starr Indemnity & Liability Company located at 399 Park Ave., 3rd Floor, New York, NY 10022. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Obligor ceases to do business or goes bankrupt, You may file Your claim directly with Starr Indemnity & Liability Company.

NEW MEXICO only: You may return this Service Agreement within ninety (90) days of the date this Service Agreement was provided to You. If You made no claim, the Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your selling retailer. The 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 Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. We may not cancel this Service 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) The conviction of You in a crime that results in an increase in the service required under this Service Agreement;
- (c) Fraud or material misrepresentation by You in obtaining the Service 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 Service Agreement by You, which substantially and materially increases the service required under the Service Agreement.

If We cancel this Service 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 provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use.

NEW YORK only: The obligations of the Obligor under this Service Agreement are insured under a service contract reimbursement insurance policy issued by Starr Indemnity & Liability Company. If the Obligor fails to perform under this Agreement, including failure to return any unearned fee in the event of cancellation, Starr Indemnity & Liability Company will pay all sums the Obligor is legally obligated to pay under this Agreement or perform any service the Obligor is legally obligated to perform under this Agreement. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You or within ten (10) days, if the Service Agreement was delivered to You at

the time of sale. If You made no claim, the Service Agreement is void and the full Purchase Price will be refunded to You. To arrange for cancellation of this Plan, please contact Your selling 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 Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service 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 provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product 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 Starr Indemnity & Liability Company located at 399 Park Ave, 3rd Floor, New York, NY 10022, 1 (855) 438-2390.

NORTH CAROLINA only: The purchase of a Service Agreement is not required in order to obtain financing. We may not cancel this Service Agreement except for nonpayment by You or for violation of any of the terms and conditions of this Service Agreement. If You cancel this Service 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 Plan, please contact Your selling retailer. Obligations under this Service Agreement are insured by Starr Indemnity & Liability Company, 399 Park Ave., 3rd Floor, New York, NY 10022.

OKLAHOMA only: The Obligor under this Service Agreement is Starr Technical Risks Agency, Inc.(License # 44200902). In the event You cancel this Service 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 Plan, please contact Your selling retailer. In the event We cancel this Service 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 contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

OREGON only: Arbitration: If You are a resident of Oregon, the following shall replace the all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement. Any arbitration occurring under this Protection Plan shall occur in an agreed upon location by both parties and be administered in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association (the "Arbitration Rules") unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement. Any award rendered shall be a nonbinding award against You.

SOUTH CAROLINA only: In order to prevent damage to the Covered Product, please refer to the owner's manual. This Service Agreement does not provide coverage for pre-existing conditions. This Service 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 Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Product from further damage after a breakdown or performance failure occurs. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your selling 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 Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service 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 provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property 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 Starr Indemnity & Liability Company, which insures the obligations under this Service Agreement, located at 399 Park Ave., 3rd Floor, New York, NY 10022. In the event You have a question or complaint, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, (803) 737-6134.

TEXAS only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full Purchase Price will be refunded to You. To arrange for cancellation of this Plan, please contact Your selling 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 Service Agreement. In the event We cancel the Service 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 provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. Obligations of the provider under this Service Agreement are insured under a service contract reimbursement policy. In the event a covered service is not provided by Us within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Ave, 3rd Floor, New York, NY 10022. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, 1 (800) 803-9202.

UTAH only: The language in CANCELLATION section regarding Our rights to cancel this agreement is deleted and replaced with: We may cancel this Service 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 Service 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 TO REQUEST 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 Service 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 Us 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. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Administrator's obligations under this Service Agreement, located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

VERMONT only: You may return this Service Agreement within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the purchase price. To arrange for cancellation of this Plan, please contact Your selling retailer. Our obligations under this Service Agreement are supported by a contractual liability insurance policy issued by Starr Indemnity & Liability Company. In an event that We are unable to perform under the contract, Starr Indemnity & Liability 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 the Our contractual obligations under this Service Agreement. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390.

WASHINGTON only: The "Insured Agreement" 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 obligor under this Service Agreement are backed by the full faith and credit of the service contract obligor, Starr Technical Risks Agency, Inc., located at 399 Park Avenue, 3rd Floor, New York, NY 10022. You may contact them toll-free at (855) 438-2390.

WISCONSIN only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. 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 Starr Indemnity & Liability Company, who insures Our obligations under this Service Agreement, located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was mailed to You, or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You or credited to Your account. To arrange for cancellation of this Plan, please contact Your selling 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 Service Agreement to Us. These provisions apply only to the original purchaser of the Service Agreement. In the event that You experience a total loss of property covered by this contract that is not covered by a replacement of the property pursuant to the terms of the contract, You shall be entitled to cancel this contract and receive a pro rata refund of any unearned provider fee, less any claims paid. Lack of pre-authorization shall be the sole grounds for a claim denial; however, unauthorized repairs may not be covered if evaluated to have been at unreasonable expense.

WYOMING only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your selling 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 Service Agreement to Us. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel the Service 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 provider fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. Obligations under this Service Agreement are insured by Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022.

ENTIRE CONTRACT: This Service Agreement together with your Purchase Receipt sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.