

BUYERS ADVANTAGE® MEMBERSHIP TERMS AND CONDITIONS
Membership representatives are available to answer your questions Monday
through Friday, 9 a.m. to 8 p.m.; Saturday, 9 a.m. to 5 p.m., ET.
Buyers Advantage • 1-877-824-0850 • www.buyersadvantage.com

AGREEMENT (“Membership Agreement”) made between Trilegiant Corporation (“we,” “us,” “Trilegiant”), a Delaware corporation with offices at 6 High Ridge Park, Stamford, CT 06905, providing a service called Buyers Advantage (“BA”). This Website, www.buyersadvantage.com, the BA program, the Benefits (as defined below), together with any and all other services or products offered to You through your membership materials that arrived via mail or on or through this Website, shall be referred to collectively as either “Product” or “Service.” By enrolling in the Service, You agree to be bound by the terms of this Membership Agreement.

WITNESSETH:

1. SERVICE – (a) The Services that Trilegiant shall provide to You during the term of your BA membership shall include: (i) Price Protection; (ii) Extended Warranty (which is not available to Maine residents); (iii) Return Guarantee; (iv) Product Repair Plan (which is not available to Maine residents); and (v) Product Registration ((i)-(v) are collectively referred to herein as “Benefits”). (b) BA reimbursement requests are considered based solely upon written materials received from You. To be eligible for the Benefits, your membership in BA must be active at the time of purchase and when the event giving rise to such Benefit occurs, except that with respect to the Extended Warranty Benefit, purchases that You make during the 90-day period prior to the commencement of your BA membership are covered provided that the claim occurs while your BA membership is active. All invoices, receipts, and other documentation must be in writing and are subject to verification. Purchase date is the earlier of the delivery date or the first billing date. Purchases must have been made by You, your spouse, or your dependent children under the age of 18 residing in your household. Please see your Terms and Conditions of Benefits included with your membership materials for specific details regarding limitations and exclusions pertaining to the Benefits, which are incorporated herein by reference. (c) Trilegiant reserves the right to change the terms and conditions of this Membership Agreement at any time without notice. Changes and modifications will be incorporated into the terms and conditions of this Agreement posted on the BA website. Trilegiant may terminate this Membership Agreement upon written notice and refund of the current term’s membership fee unless the reason for such termination is your failure to pay or your misuse of the BA Service.

2. WHO MAY USE – You agree that You will use BA only on behalf of yourself, your spouse, and your dependent children under the age of 18 residing in your household. You will be responsible for all use of your membership number and must notify Trilegiant immediately of any unauthorized use of your membership number or the theft or misplacement of your membership number. One membership per household. The BA Service may not be used for business or commercial purposes.

3. LIABILITY – TRILEGIANT AND ITS AFFILIATES SHALL HAVE NO LIABILITY TO YOU AS A SELLER OF ANY PRODUCTS OR VENDOR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR ANY DEFECTIVE PRODUCTS. NEITHER TRILEGIANT NOR ANY OF ITS AFFILIATES MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS OR SERVICES SOLD OR INFORMATION DELIVERED OR PROVIDED TO YOU IN CONNECTION WITH THE BA SERVICE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND TRILEGIANT AND ITS AFFILIATES SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. TRILEGIANT’S AND ITS AFFILIATES’ AGGREGATE LIABILITY TO YOU SHALL IN NO EVENT EXCEED THE AMOUNT OF THE BA MEMBERSHIP FEE. THE PROVISIONS OF THIS SECTION 3 SHALL NOT LIMIT THE AMOUNT OF ANY BENEFIT AMOUNTS YOU ARE ENTITLED TO UNDER THE BA SERVICE AS EXPRESSLY SET FORTH IN YOUR MEMBERSHIP MATERIALS, SUBJECT TO THE TERMS AND CONDITIONS THEREIN. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION OR EXPIRATION OF THIS MEMBERSHIP AGREEMENT.

4. GOVERNING LAW – This Membership Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Connecticut, except that Illinois law shall apply to the respective rights and obligations of the parties concerning the terms, conditions, limitations, and exclusions of the Product Repair Plan and Extended Warranty Benefits in accordance with the Buyers Advantage Membership Terms and Conditions of Benefits contained in the Buyers Advantage Member Benefits Guide. The terms of this Section shall survive any termination, cancellation or expiration of this Membership Agreement.

5. MANDATORY ARBITRATION – You and Trilegiant agree that any claim or dispute (“Claim”) between us (except for Claims relating to the terms, conditions, limitations, and exclusions of the Product Repair Plan and Extended Warranty Benefits, which are covered by a separate arbitration provision in the Buyers Advantage Terms and Conditions of Membership contained in the Buyers Advantage Member Benefits Guide) shall, at the election of either of us, be resolved by binding arbitration administered by the American Arbitration Association under its rules for consumer arbitrations. It is the parties’ intent that this arbitration provision be construed broadly, including that this arbitration agreement include any Claims against Trilegiant as well as its corporate affiliates. **You agree that, by entering into this Membership Agreement, You and Trilegiant are each waiving the right to a trial by jury or to participate in a class action.** At your request, we will pay the first \$125 of your arbitration fees. You will be solely responsible for your arbitration fees and costs in excess of \$125. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual Claim. YOU AND TRILEGIANT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and Trilegiant agree otherwise, the arbitrator may not consolidate more than one person’s Claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. Notwithstanding the foregoing, either party may bring an individual action in small claims court. The parties to this Membership Agreement acknowledge that this arbitration agreement is made pursuant to a transaction involving

interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow substantive law to the extent consistent with the FAA and shall honor any claims or privileges recognized by law. The terms of this Section shall survive any termination, cancellation or expiration of this Membership Agreement. **THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and Trilegiant agree otherwise, the arbitrator may not consolidate more than one person's Claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. Notwithstanding the foregoing, either party may bring an individual action in small claims court. The parties to this Membership Agreement acknowledge that this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow substantive law to the extent consistent with the FAA and shall honor any claims or privileges recognized by law. The terms of this Section shall survive any termination, cancellation or expiration of this Membership Agreement.

6. **MEMBERSHIP FEE** – For your convenience, at the end of your 30-day for \$1.00 trial period the \$19.99 monthly membership fee will be automatically billed to your credit or debit card account (designated the billing source), (or to the related checking account), authorized at the time of enrollment, unless You call to cancel during your trial period. You will be notified via mail of any price increase and may cancel your membership if you do not want to continue to be billed at the new price.

7. **RENEWALS** – Unless You notify Trilegiant that You do not wish to renew your membership, Trilegiant will automatically renew your membership at the end of each month and bill the renewal fee to your designated billing source. You will be notified of any price increase and may cancel your membership if you do not want to continue to be billed at the new price.

8. **RIGHT TO CANCEL MEMBERSHIP** – (a) You have the right to cancel this Agreement at any time. You may cancel this Agreement by calling 1-877-824-0850 or writing to: Buyers Advantage, P.O. Box 41220, Nashville, TN 37204, Attention: Membership Department, e-mail service@buyersadvantage.com or click the cancel link on the Customer Center page at www.buyersadvantagesite.com. Cancel this Agreement during your 30 day trial for \$1, and you will owe nothing further; If you cancel at any time thereafter you will owe nothing. (b) The warranty and repair coverage that is included within this membership requires that the membership fee be paid when due. If Trilegiant determines it is unable to bill the membership fee due hereunder to your designated billing source, Trilegiant shall have the right to terminate this Agreement in which event You will no longer have access to any of the BA Benefits, including your warranty and repair Benefits. If terminated, no further warranty or repair coverage will be provided to You. In addition to Trilegiant's termination rights set forth above, Trilegiant may elect in its sole discretion to keep this Agreement in effect, but suspend your access to all of the BA Benefits, including your warranty and repair Benefits, until such time (if any) as Trilegiant is able to bill the membership fee due hereunder to your designated billing source.

9. **RELATIONSHIP TO BUYERS ADVANTAGE MEMBERSHIP TERMS AND CONDITIONS OF BENEFITS CONTAINED IN THE BUYERS ADVANTAGE MEMBER BENEFITS GUIDE** – This Membership Agreement supplements the Buyers Advantage Membership Terms and Conditions of Benefits contained in the Buyers Advantage Member Benefits Guide (the "Terms and Conditions of Benefits"). To the extent there are any inconsistencies between this Membership Agreement and the Terms and Conditions of Benefits concerning the terms, conditions, limitations, and exclusions of the Product Repair Plan and Extended Warranty Benefits, then the Terms and Conditions of Benefits shall apply. Otherwise, the terms of this Membership Agreement shall apply.

10. **ELECTRONIC COMMUNICATIONS** – By enrolling in BA, or by receiving one or more of the BA benefits, You agree to the terms and conditions of this Agreement and agree that any and all disclosures and communications from Trilegiant regarding BA benefits or this Agreement may be made to You electronically in accordance with the notice provisions of this Agreement. Trilegiant, at its option, may communicate with You regarding Buyers Advantage service by mail, by telephone or by electronic communications. Trilegiant may communicate with You electronically by means of electronic mail to the e-mail address You provide when You enroll for Buyers Advantage service and/or postings to the Buyers Advantage service website. Trilegiant may communicate electronically to You the following types of communications: Membership Terms and Conditions (including any amendments thereto), notices or disclosures regarding Buyers Advantage service, payment and billing authorizations, and other matters relating to your use of the Buyers Advantage service. Your continued enrollment in the BA service will constitute Your consent to amendments to the BA Terms and Conditions. You may contact Trilegiant at the telephone number and address listed above to request another electronic copy of an electronic communication without a fee. You may also request a paper copy of the terms of the payment authorization without a fee. You may contact Trilegiant at the same telephone number or e-mail address listed above to update your contact information or to withdraw your consent to receive electronic communications. Trilegiant reserves the right to terminate your use of the Buyers Advantage service if You decline or withdraw your consent to receive electronic communications from Trilegiant. You will need the following software and hardware to access electronic communications sent to You by Trilegiant as part of your Buyers Advantage membership: IBM or MAC compatible computer, Internet access, a working e-mail address, and Internet Browser (Internet Explorer version 5.2 or a later version). To retain copies of electronic communications, You must print a copy using a printer attached to your computer, or save an electronic copy to your computer's disk or other storage device.

Buyers Advantage is a service provided by Trilegiant Corporation in conjunction with Trilegiant Insurance Services, Inc. The Service may be modified or improved at any time without prior notice. Buyers Advantage is a registered service mark of Affinion Publishing, LLC.

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Buyers Advantage® Terms And Conditions of Benefits

Price Protection Coverage Description:

The Buyers Advantage Price Protection program helps You and Your Family Members get the best Price You and Your Family Members can find on Products You and Your Family Members purchase while You are a member of the Buyers Advantage program. If, within 60 days of the date You or Your Family Member purchased the Product, You or Your Family Member see the same Product (same model number and year, by the same manufacturer) advertised at any Store or non-Auction Internet site for a lower Price, Buyers Advantage will refund You the difference, up to \$500 per item and \$1,000 per Member per twelve-month period. Advertisements must be published within 60 days after the date You or Your Family Member purchased the Product and while You are a member of Buyers Advantage to qualify for Price Protection coverage.

Important Definitions:

- Auction – An Internet site where items are sold through price bids, price quotes, or where prices fluctuate based on the number of people purchasing, or interested in purchasing, a product. This includes both sites where people compete against one another for an item(s) by bidding up the price and where the price decreases as the number of people purchasing the product increases.
- Family Member – Your spouse and Your dependent children under the age of 18 residing in Your household.
- Member, You, or Your – The Buyers Advantage member listed in the membership kit accompanying this agreement.
- Non-Auction Internet Advertisements – Advertisements posted on the Internet by a non-Auction Internet merchant with a valid tax identification number. The advertisement must have been posted within sixty (60) days after the date You or Your Family Member purchased the Product, and must be for the identical item (same make, same model number, same model year). The printed version of the Internet advertisement must include the merchant's Internet address and customer service telephone number, as well as the item including model number, sale price, and date of publication.
- Price – The amount paid for the Product exclusive of shipping, handling, tax, and other like charges.
- Printed Advertisements – Advertisements appearing in a newspaper, magazine, store circular, or catalog which state the store name, item (including make and model number), date of publication, and sale price. The advertisement must have been published within 60 days after the date You or Your Family Member purchased the Product, and be for the same Product (same make, same model number, same model year).
- Product – Subject to the exclusions set forth herein, any item You or Your Family Member purchase with cash, check, credit/debit card, gift certificate/card or rewards points.
- Store – Any retail store or business establishment where merchandise is offered for sale.

What is NOT Covered:

- Consumables and perishables or services (including but not limited to the performance or rendering of labor or maintenance, repair, or installation of products, goods or property, or professional advice of any kind);
- Watercraft; motorized vehicles (including but not limited to snowmobiles, airplanes, automobiles, and motorcycles) or their motors, equipment, and accessories (including but not limited to communication devices intended solely for use in the vehicle);
- Land or buildings (including but not limited to homes and dwellings), permanently installed items, fixtures, or structures;
- Traveler's checks, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent;
- Stamps;
- Jewelry;
- Plants or animals;
- Any Products purchased from an Internet Auction site;
- Products purchased for commercial use, professional use, or resale;
- Merchandise for which the required claim form and other documentation described below have not been submitted to Buyers Advantage within 90 days of the original purchase by You or Your Family Member;
- Used, antique, recycled, previously owned, rebuilt, or remanufactured items, whether or not You or Your Family Member knew the items were used, antique, recycled, previously owned, rebuilt, or remanufactured;
- Items for which the Non-Auction Internet Advertisement or Printed Advertisement containing the lower Price was published more than 60 days after the date You or Your Family Member purchased the Product;
- Items advertised or shown as price quotes, bids, or final sale amounts from an Internet Auction site;
- Items advertised in or as a result of "limited quantity," "going-out-of-business sales," "cash only," or "close-out" advertisements, items shown on price lists or price quotes, cost savings as a result of manufacturer's coupons or free items, or where the advertised price includes a bonus or free offers, special financing, installation or rebate, or one-of-a-kind or other limited offers;
- Customized, unique, and one-of-a-kind items;
- Differences in price due to taxes, storage, shipping, handling, postage, transportation, and delivery;
- Differences in price due to foreign exchange rates or fluctuation in foreign exchange rates;
- Delay, loss of use, loss of market, interruption of business, or any other indirect or consequential loss or damage; or
- Layaway items; items returned to any Store.

How to File a Claim:

To file a claim, You must obtain a Price Protection claim form, which is available via the member Web site, www.buyersadvantagesite.com, or by calling 1-877-824-0850. The fully completed claim form must be returned along with the following:

- Your or Your Family Member's original itemized and dated Product receipt;
- For a Printed Advertisement only – A copy of the Printed Advertisement or signed letter from the Store (on Store letterhead including the

phone number of the person who prepared the letter) which shows the date of the advertisement, Store name and location, the currently in-stock Product (including make, model number, and year), and price;

- For a Non-Auction Internet Advertisement only – A copy of the Non-Auction Internet Advertisement which shows the date the advertisement was posted, merchant name, Web site address, customer service telephone number, the Product (including make, model number, and year), and price;
- Any other documentation we may request.

The fully completed claim form and documentation must be returned within 90 days of purchase to: Buyers Advantage, Price Protection, P.O. Box 6175, Westerville, OH 43086-6175. Alternatively, You may also e-mail the documents to claims@buyersadvantage.com; fax them to 1-614-823-5051; or submit them via the member Web site.

Once we have all necessary information, it generally takes about thirty (30) days to process the claim and issue a check.

General Provisions

This program description is not a policy or contract of insurance.

Return Guarantee Coverage Description:

- The Buyers Advantage Return Guarantee program provides You and Your Family Members with a money-back guarantee on Products You and Your Family Members purchase while You are a member of the Buyers Advantage program for up to ninety (90) days from the date of purchase. If You or Your Family Member becomes dissatisfied with a Product during Your membership, Buyers Advantage will accept return of the item and reimburse the purchase price up to \$500 per Product and \$1,000 per Member per twelve-month period. Payment does not include any applicable taxes, storage, shipping, handling, and postage charges. A Product may be returned to Buyers Advantage for any reason, but it must be returned undamaged, in good working condition, and in its original and complete packaging. You are responsible for all mailing costs.

Important Definitions:

- Auction – An Internet site where items are sold through price bids, price quotes, or where prices fluctuate based on the number of people purchasing, or interested in purchasing, a product. This includes both sites where people compete against one another for an item(s) by bidding up the price and where the price decreases as the number of people purchasing the product increases.
- Family Member – Your spouse and Your dependent children under the age of 18 residing in Your household.
- Member, You, or Your – The Buyers Advantage member listed in the membership kit accompanying this agreement.
- Merchant – A store or Internet site whose primary purpose is the sale of merchandise.
- Product – Subject to the exclusions set forth herein, any item You or Your Family Member purchase with cash, check, credit/debit card, gift certificate/card or rewards points.

What is NOT Covered:

- Damaged or non-working items;
- Consumables and perishables or services (including but not limited to the performance or rendering of labor or maintenance, repair or installation of products, goods or property, or professional advice of any kind);
- Watercraft; motorized vehicles (including but not limited to snowmobiles, airplanes, automobiles, and motorcycles) or their motors, equipment, and accessories (including but not limited to communication devices intended solely for use in the vehicle);
- Land or buildings (including but not limited to homes and dwellings), permanently installed items, fixtures, or structures;
- Traveler's checks, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent;
- Stamps;
- Jewelry;
- Weapons;
- Forgeries or counterfeit items, whether or not You or Your Family Member knew they were forgeries or counterfeit at the time of purchase;
- Personal care products (including, but not limited to, cosmetics, hygiene products, cologne, perfume, etc.);
- Plants or animals;
- Stuffed or mounted animals and trophies; objects preserved through any method;
- Products purchased at Auction sites;
- Used, antique, recycled, previously owned, rebuilt, or remanufactured items, whether or not You or Your Family Member knew the items were used, antique, recycled, previously owned, rebuilt, or remanufactured;
- Collectibles, special order, customized/personalized, unique, and one-of-a-kind items;
- Items purchased for resale, professional, or commercial use;
- Computer software, DVDs, video cassettes, CDs, audio cassettes, printed materials, or any other informational and recreational media.

How to file a claim:

To file a claim, You must obtain a Return Guarantee claim form, which is available via the member Web site, www.buyersadvantagesite.com, or by calling 1-877-824-0850. The fully completed claim form must be returned along with the following:

- The Product in its original packaging;
- The original itemized and dated Product receipt;
- A copy of the manufacturer's written warranty if applicable;
- Any other documentation we may request.

The fully completed claim form, the Product and documentation must be returned within 90 days of purchase to: Buyers Advantage, Return Department, 2600 Corporate Exchange Dr, Suite 250, Columbus, Ohio 43231. (Insuring the package is suggested.) You may also submit the claim form and other documentation to Buyers Advantage via the member Web site. If You elect to send this information to Buyers Advantage via the member Web site, please remember that the Product (together with information sufficient to identify You (i.e. Your name, member number, etc.)) must be returned to Buyers Advantage by mail.

Once we have all necessary information and the Product, it generally takes about thirty (30) days to process the claim and issue a check.

You must send the Product to Buyers Advantage before any claim will be paid. You are responsible for all mailing costs. The Product becomes the property of Buyers Advantage and will not be returned to You.

If payment is made under the Buyers Advantage Return Guarantee program, Buyers Advantage is entitled to recover such amounts from other parties or persons. Any party or person to or for whom Buyers Advantage makes payment must transfer to Buyers Advantage his or her rights to recovery against any other party or person. You must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from You.

General Provisions:

This program description is not a policy or contract of insurance.

Product Registration Coverage Description:

The Buyers Advantage Product Registration benefit helps You and Your Family Members take full advantage of your warranties and assists in organizing sales receipts. This benefit provides You and Your Family Members with a convenient and central location to store all of your warranty and receipt information, so that You and Your Family Members can get key information about your coverage with a single toll-free call, e-mail or by visiting the member Web site. And if You submit a copy of the sales receipts and warranty information for You and Your Family Members by mail, e-mail, fax or online, the Product Registration benefit can also help streamline any claim You may need to file (whether for You or on behalf of Your Family Member) under any of the other benefits of Buyers Advantage, since We will already have all the necessary warranty and receipt documentation on file.

Important Definitions:

- Family Member – Your spouse and Your dependent children under the age of 18 residing in Your household.
- We, Us, Our, or Administrator – Trilegiant Corporation at 6 High Ridge Park, Stamford, CT 06905.
- You, Your, or Member – The Buyers Advantage member listed in the membership kit accompanying this agreement.

How do I register my warranties and sales receipts, as well as those of my Family Members?

Although registration is not required for Your Buyers Advantage benefits, it is strongly encouraged that You submit a copy of the sales receipts and warranty information for You and Your Family Members by mail, e-mail, fax or online. With this valuable service, You won't have to search for critical documentation when You need it. Whenever You or Your Family Member purchase a new product, simply call 1-877-824-0850, e-mail productregistration@buyersadvantage.com, or visit the member Web site. Our hours are Monday - Friday, 9 a.m. - 8 p.m. (ET) and 9 a.m. - 5 p.m. (ET) Saturday. To register warranty policies and sales receipts:

- Call 1-877-824-0850 to request a Product Registration Kit or visit www.buyersadvantage.com.
- Mail the completed form along with your warranty policy and sales receipt documentation to Buyers Advantage, Product Registration, P.O. Box 6175, Westerville, OH 43086-6175. Alternatively, You may e-mail the documents to productregistration@buyersadvantage.com, fax them to 1-614-823-5051 or submit them via the member Web site.

To request information regarding the warranties or sales receipts stored by Buyers Advantage for You or any Family Member, or to request copies, You may contact us at 1-877-824-0850, e-mail us at productregistration@buyersadvantage.com or visit the member Web site. Should You wish to file a claim for any benefit provided by Buyers Advantage, and would like to use a filed sales receipt or warranty as part of Your claim documentation, You must provide a description of the stored documents(s) on Your claim form.

Service Agreement

A. Key Terms:

Throughout this document, You and Your refer to the person who is a member in good standing in Buyers Advantage as defined by the terms and conditions for Buyers Advantage. Membership must not have expired or been canceled by You or Buyers Advantage. We, Us, Our, and Obligor refer to National Product Care Company; except in Arizona, Florida and Oklahoma where it is Service Saver, Incorporated; except in Florida, the license number is: 80173; in Oklahoma, the license number is: 44198049; except in Texas where We, Us, Our and Obligor mean Texas National Product Care Company, Inc.; except in Washington We, Us, Our and Obligor means Service Plan, Inc.; all located at 175 West Jackson Blvd., Chicago, IL 60604. In addition, when in bold certain words and phrases are defined as follows:

Administrator means Trilegiant Insurance Services, Inc. You may contact them if you have questions regarding this coverage or would like to make a claim. They can be reached by phone at 1-877-824-0850, fax at 1-614-823-5051, e-mail claims@buyersadvantage.com or mail at P.O. Box 6175, Westerville, OH 43086-6175.

Agreement means the terms, conditions, limitations, and exclusions set forth within described benefits.

Breakdown means a mechanical failure of the **Eligible Products** to perform their fundamental operation(s) in normal service.

Coverage Period means the period starting on the **Membership Effective Date**. Coverage will continue as determined by the payment schedule/plan for as long as You are a member in good standing. (This standing is defined by the terms and conditions for Buyers Advantage.) Coverage will stop if You or the Buyers Advantage Administrator cancels Your membership in Buyers Advantage.

Domestic Partner means an unmarried person in an intimate, committed relationship of mutual caring. That person must share responsibility for basic living expenses with You. That person must also be at least eighteen (18) years old.

Eligible Products means non-commercial grade:

1. Audio Equipment; car stereos, CD players, CD/DVD burners, DVD player/recorders, graphic equalizers, headphones, home satellite systems, MP3 players, musical instruments, portable radio/cassette players, stereo cassette player/recorders, stereo receivers, tele caption adapters, turntable/record players, TV stereo adapter/receiver/VCRs, and weather band/two-way radios;
2. Electronic/Office Equipment; blu-ray players, digital cameras, digital picture frames, gaming systems, GPS units, non-digital cameras, paper shredders, personal computer systems (coverage only applies to restore personal computer systems to their original working order and product specifications), tablets, printers/copiers/photo printers, scanners, security systems/security cameras, TVs, typewriters, universal remotes, and video camera/recorders;
3. Kitchen Appliances; bread makers, built-in oven/stove, coffee/cappuccino makers, convection ovens, deep fryers, dishwashers, food processors, garbage disposals, microwaves, mixers/blenders, portable wine cellars, range & range hoods, refrigerator/freezer/ice makers, rice cookers, small kitchen appliances, and toaster ovens;
4. Home Appliances; air purifiers, bathroom scales, carpet cleaners, central vacuum cleaner motors, dehumidifiers, electric toothbrushes, evaporative coolers, furnaces, garage door openers, hair dryers, humidifiers, irons, portable generators, portable/floor room heaters, sewing machines, trash compactors, vacuum cleaners, washers/dryers (including compact), water heaters, water softeners, wet/dry vacs, and window/room air conditioners;
5. Telephone Equipment; bluetooth headsets, conventional/land line home phones (including cordless models), fax machines (including combination units), pagers, Personal Digital Assistants (PDA), and telephone answering machines;
6. Miscellaneous Items; chainsaws, clocks, electronic toys, exercise equipment, hearing aids, lawn equipment, lawn mowers, leaf/snow blowers, massage chairs/pads, outdoor grills, power tools, radar/metal detectors, and treadmills.

Family Member means Your spouse or **Domestic Partner**. Family Member also includes Your or Your spouse's or **Domestic Partner's**:

- a) Unmarried children (including those for whom You are their legal guardian) under twenty-one (21) years of age.
 - b) Unmarried children (including those for whom You are their legal guardian) under twenty-three (23) years of age if a full-time student at an accredited college or university.
 - c) Any dependent with documented disabilities who has the same primary residence as You and who relies on You for maintenance and support.
- Any **Family Member** who does not reside at Your home is not eligible for coverage.

Membership Effective Date means the date You enroll as a member in Buyers Advantage or upon receipt of payment of membership dues as per the membership terms and conditions for Buyers Advantage, whichever occurs first.

Program means the membership through which You received this **Agreement**. You may only receive coverage for a repair under either Product Repair Plan or Extended Warranty.

B. Coverage:

PRODUCT REPAIR PLAN

In the event of a **Breakdown** of an **Eligible Product**, purchased by You or Your **Family Member**, during the **Coverage Period** of Your membership, We will reimburse You for the cost to repair that Eligible Product, subject to the coverage limitations below.

Limitations:

Coverage is limited to the lesser of the following:

- Fifty percent (50%) of the actual repair cost; and
- \$125 per Breakdown, no annual limit.

Reimbursement does not include the cost associated with any applicable taxes, storage, shipping, handling, postage, transportation, or delivery charges. In the event the **Eligible Product** cannot be repaired, coverage does not apply to the replacement of the **Eligible Product**. Coverage under this benefit is excess of any valid warranty, insurance, or indemnity benefit available to You.

This benefit only provides limited coverage for repair with no benefit for a replacement product and it will only provide partial reimbursement of repair costs.

EXTENDED WARRANTY

Extended Warranty, subject to the limitations in this **Agreement**, will extend the original manufacturer's U.S. warranty or store brand warranty on **Eligible Products** You or Your **Family Member** purchase for up to sixty (60) months from the purchase date of the **Eligible Product**. Coverage begins on the date You or Your **Family Member** purchase the **Eligible Product(s)** and terminates sixty (60) months from the purchase date, regardless of when the original U.S. manufacturer's or U.S. store brand warranty terminates.

To Get Coverage:

Eligible Products must have a purchase price of \$5,000 or less, the purchase must occur ninety (90) days prior to the **Membership Effective Date** or during the **Coverage Period** of Your membership and the claim must occur during the **Coverage Period** of Your membership. You or Your **Family Member** must pay for the entire cost of the **Eligible Product** with any form of legal tender and You must receive a valid receipt. The **Eligible Product** must be for Your or Your **Family Member's** personal use.

Limitations:

Coverage is limited to the lesser of the following:

- Actual repair cost; and
- Original purchase price (as documented by Your purchase receipt).

Coverage does not include taxes, storage, shipping, handling, postage, transportation, and delivery charges. If Your original manufacturer's U.S.

warranty or store brand warranty has expired, We will reimburse You for the lesser of the actual cost of repair and the original purchase price of the **Eligible Product(s)**. Diagnostic, repair, replacement, and teardown costs will be Your responsibility if the product **Breakdown** is not covered under this benefit.

Coverage under this benefit is excess of any valid warranty, insurance, or indemnity benefit available to You or Your **Family Member**.

C. What is NOT Covered:

- **PLANTS, SHRUBS, ANIMALS, CONSUMABLES, AND PERISHABLES.**
- **JEWELRY, ART, ANTIQUE ITEMS, COLLECTIBLES OF ANY KIND, RECYCLED, ONE-OF-A-KIND ITEMS, PREVIOUSLY OWNED, REFURBISHED, REBUILT, OR REMANUFACTURED ITEMS.**
- **PRODUCT GUARANTEES OR SATISFACTION GUARANTEES.**
- **PROFESSIONAL SERVICES (TO INCLUDE THE PERFORMANCE OR RENDERING OF LABOR OR MAINTENANCE; REPAIR OR INSTALLATION OF PRODUCTS, GOODS OR PROPERTY); PROFESSIONAL ADVICE OF ANY KIND, INCLUDING BUT NOT LIMITED TO ADVICE RELATING TO: SOFTWARE, HARDWARE, OR ANY OTHER PERIPHERALS.**
- **MOTORIZED VEHICLES, TO INCLUDE AUTOMOBILES, WATERCRAFT/BOATS, AIRCRAFT, AND MOTORCYCLES, OR THEIR MOTORS, EQUIPMENT, OR ACCESSORIES.**
- **LAND, OR ANY BUILDINGS (TO INCLUDE HOMES AND DWELLINGS).**
- **ANY PHYSICAL DAMAGE TO THE ELIGIBLE PRODUCT.**
- **ANY DAMAGE CAUSED BY ACTS OF GOD (TO INCLUDE FLOOD, HURRICANE, WIND, FIRE, LIGHTNING, AND EARTHQUAKE).**
- **ELIGIBLE PRODUCTS PURCHASED FOR RESALE, PROFESSIONAL, OR COMMERCIAL USE.**
- **BREAKDOWNS CAUSED BY POWER SURGE, ALTERATIONS, MODIFICATIONS, MOLD, NEGLIGENCE, ABUSE, VANDALISM, THEFT, IMPROPER INSTALLATION, PEST OR PET DAMAGE.**
- **ANY EXPENSES INCURRED TO REPAIR A MECHANICAL BREAKDOWN ASSOCIATED WITH A PRODUCT RECALL.**
- **CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- **FOR EXTENDED WARRANTY: ITEMS THAT DO NOT COME WITH AN ORIGINAL MANUFACTURER'S U.S. WARRANTY OR STORE BRAND WARRANTY.**
- **ELIGIBLE PRODUCTS PURCHASED OUTSIDE OF THE UNITED STATES.**
- **DAMAGE CAUSED BY NORMAL WEAR AND TEAR OR GRADUAL DETERIORATION WHERE NO BREAKDOWN HAS OCCURRED.**
- **REPAIRS OF ELIGIBLE PRODUCTS THAT ARE OTHERWISE COVERED UNDER ANY OTHER TYPE OF MANUFACTURER'S WARRANTY, SERVICE AGREEMENT, OR INSURANCE POLICY.**
- **CLEANING, ADJUSTMENTS, OR PREVENTATIVE MAINTENANCE AS MAY BE REQUIRED BY THE MANUFACTURER TO MAINTAIN NORMAL OPERATION OF THE ELIGIBLE PRODUCTS.**
- **REPAIR TO UPGRADE OR IMPROVE PERFORMANCE OF THE ELIGIBLE PRODUCTS.**
- **LOSS OF OR RESTORATION OF DATA, SOFTWARE, AND INFORMATION.**
- **REPLACEMENT NECESSITATED BY THE LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN THE NORMAL USE AND OPERATION OF THE ELIGIBLE PRODUCTS, FOR WHICH THE ELIGIBLE PRODUCTS WERE DESIGNED PER THE MANUFACTURER GUIDELINES.**
- **PARTS REPLACED DURING NORMAL MAINTENANCE.**
- **ADD-ON PRODUCTS THAT WERE NOT PART OF THE ORIGINAL MANUFACTURER'S PRODUCT.**
- **FOR EXTENDED WARRANTY: ELIGIBLE PRODUCTS WITH A PURCHASE PRICE GREATER THAN \$5,000.**
- **ITEMS THAT DO NOT FALL WITHIN THE DEFINITION OF ELIGIBLE PRODUCTS.**
- **CELL PHONES AND SMARTPHONES.**

D. How to File a Claim:

To file a claim, You must contact the **Administrator** by phone, mail, or e-mail to receive a claim form, in which case a claim form will be sent to You or You may print one made available via Web site at www.buyersadvantagesite.com.

The fully completed claim form must be returned to the **Administrator** at P.O. Box 6175, Westerville, OH 43086-6175 with:

For Product Repair Plan:

1. Dated and marked paid itemized repair receipt; and
 2. Any other documents that the **Administrator** may reasonably request.
- All these required documents, including the claim form, must be postmarked within sixty (60) days following the date that the repair is made.

For Extended Warranty:

1. Original itemized and dated receipt;
2. Original manufacturer's or U.S. store brand warranty;
3. Dated and marked paid itemized repair receipt from a certified repair service provider or a repair estimate from a certified repair service provider showing that the repair costs would exceed the original purchase price; and
4. Any other documents that the **Administrator** may reasonably request.

Alternatively, You may also e-mail the documents to claims@buyersadvantage.com; fax them to 1-614-823-5051; or submit them via the member Web site at www.buyersadvantagesite.com.

All these required documents, including the claim form, must be postmarked within sixty (60) days following the date that the repair is made or, if the repair cost would exceed the original purchase price, the date that the repair estimate is obtained.

E. General Provisions:

- Cancellations: You may cancel this **Agreement** at any time by sending a written request to the **Administrator**, or calling 1-877-824-0850 Monday - Friday, 9 a.m. - 8 p.m., Saturday, 9 a.m. - 5 p.m. (ET). If You cancel this **Agreement** You automatically cancel Buyers Advantage. If You cancel, You will receive a pro-rata refund (if applicable) in accordance with the terms of Your membership. We and the Buyers Advantage **Administrator** may cancel or non-renew, in accordance with the terms of Your membership, this membership at any time for: 1.) Non-payment of membership fees; 2.) Fraud, or material misrepresentation. The Buyers Advantage Administrator will notify You of this cancellation.
- Deductible: Coverage under this **Agreement** is not subject to a deductible per claim.
- Transfers: Your rights and duties under this **Agreement** are not transferable.
- Where Are You Covered: Coverage applies to product **Breakdowns** that occur within the fifty (50) United States of America.
- Subrogation: If We pay for a **Breakdown**, 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 recover. Your right to recover may not be waived.
- Dispute Resolution - Arbitration: This **Agreement** requires binding arbitration if there is an unresolved dispute between You and Us concerning this **Agreement** (including the cost of, lack of or actual repair or replacement arising from a claim). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this **Agreement** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **Agreement**. To start arbitration, either You or We must make a written demand to the other party for arbitration. You may make written demand directly to Us at 175 West Jackson Blvd., Chicago, IL 60604, Attn: Law Department. This demand must be made within one year of the earlier of: I. The date the loss giving rise to the claim occurred or the date the dispute arose, or II. The applicable statute of limitations period if that period is longer. One mutually agreed upon arbitrator will be identified. All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this **Agreement** and all transactions contemplated by this **Agreement**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Agreement**. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this **Agreement** is unenforceable, the portion of this **Agreement** that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced. However, if the portion of the **Agreement** that was ruled to be unenforceable is or includes the above waiver of class action rights, then this **Agreement** shall be unenforceable in its entirety.
- Insurance: This is not a contract of insurance. Our obligations are insured by a contractual liability insurance policy with Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If Your claim or cancellation refund request is not paid within sixty (60) days of submitting the claim or request for refund, the claim or refund request can be submitted to Virginia Surety Company, Inc. at 175 West Jackson Blvd., Chicago, Illinois 60604. Telephone number is 1-800-209-6206.

F. State Amendments:

In Alabama: Under "General Provisions" bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under "General Provisions" bullet #1 is amended to include the following: If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within forty-five (45) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. Under "General Provisions" bullet #1 is amended to include the following: If the Provider cancels this **Agreement**, You will be mailed written notification within five (5) days within date of cancellation. The notice shall state the effective date and reason for cancellation. Under "General Provisions" bullet #6 replace "Illinois" with the **Agreement** holders state of residency. The following statement has been added under "General Provisions": We reserve the right to select and use parts other than original manufacturer parts. Parts used will be of like kind and quality. The following statement has been added: Emergency repairs: In the event an emergency repair is required outside of the normal business hours of the **Administrator**, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made. The following statement has been added: This **Agreement** does not exclude pre-existing conditions.

In Arizona: Under "General Provisions" bullet #6 is deleted in its entirety.

In Arkansas: The following statement has been added under "General Provisions": We reserve the right to select and use parts other than original manufacturer parts. Parts used will be of like kind and quality. Under "General Provisions" bullet #1 is amended to include the following: If the Provider cancels this **Agreement**, You will be mailed written notification within fifteen (15) days within date of cancellation. The notice shall state the effective date and reason for cancellation. Under "General Provisions" bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under "General Provisions" bullet #1 is amended to include the following: If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within thirty (30) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. A claim against the provider may include a claim for return of the unearned provider fee in the event of a cancellation. The following statement has been added: Emergency repairs: In the event an emergency repair is required outside of the normal business hours of the **Administrator**, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made. The following statement has been added: This **Agreement** does not exclude pre-existing conditions.

In California: Administrator means TWG Innovative Solutions, Inc. You may contact them if you have questions regarding this coverage or would like to make a claim. They can be reached by phone at 1-800-950-5758 or mail at PO Box 87719, Chicago, IL 60680-0919. Under “General Provisions” bullet #1 is amended to include the following: In the event You cancel this **Agreement** within sixty (60) days of receipt of this **Agreement**, You shall receive a full refund of any payments made by You under this **Agreement**. If You cancel Your **Agreement** within sixty (60) days of receipt of this **Agreement**, and do not receive a refund or credit within sixty (60) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. If You cancel this **Agreement** after sixty (60) days of receipt of this **Agreement**, You will receive a pro-rata refund based on one-hundred percent (100%) of the unearned pro-rata premium. Under “General Provisions” #6 is deleted and replaced by the following: Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to enter into arbitration is solely at Your discretion. If You and We mutually agree, this **Agreement** provides for binding arbitration if there is an unresolved dispute between You and Us concerning this **Agreement**. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. You agree that any dispute or litigation will be on Your own behalf and not on behalf of or incorporating any class.

Under this Arbitration provision, You give up Your right to resolve any dispute arising from this **Agreement** by a judge and/or a jury. In arbitration, one independent, neutral third party will give a decision after hearing Your and Our positions. The decision of the arbitrator shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction of any such error.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose or the applicable statute of limitations period, whichever is longer.

Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the California Arbitration Act (California Code of Civil Procedures 1280 et. seq.) and the Consumer Legal Remedies Act (California Civil Code (1750 et. seq.)). The laws of the state of California govern all matters arising out of or relating to this **Agreement** and all transactions contemplated by this **Agreement**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Agreement**. All costs and expenses of the arbitration will be shared equally by You and Us.

All fees and costs charged to You under this provision shall be waived if You are an indigent consumer. “Indigent consumer” means a person having a gross monthly income that is less than 300 percent of the federal poverty guidelines. If You are determined to be an indigent consumer all provisions of California Code of Civil Procedure §1284.3 apply.

The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact them at 1-800-952-5210, or You may write to Department of Consumer Affairs, Consumer Information Division, [4244 S. Market Court, Suite D Sacramento, CA 95834], or You may visit their website at [www.bhgs.dca.ca.gov]

In Colorado: The following statement has been added: The use of non-original manufacturer’s parts is permitted. Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet and You have not filed a claim, You are eligible for a full refund. Under “General Provisions” bullet #1 is amended to include the following: If You cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within forty-five (45) days of receipt of the returned **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. Under “General Provisions” bullet #1 is amended to include the following: If the Provider cancels this **Agreement**, You will be mailed written notification within five (5) days within date of cancellation. The notice shall state the effective date and reason for cancellation. The following statement has been added: This **Agreement** does not exclude pre-existing conditions.

In Connecticut: In the event You need to contact the Obligor, the telephone number is (800) 209-6206. Under “General Provisions” bullet #6 is deleted and replaced with the following: The State of Connecticut has established process to settle disputes arising from **agreements** as outlined in in CGS 42-260 et. al. If You purchase this **Agreement** in Connecticut, a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the **Agreement** Price, the Cost of repair of the product and a copy of this **Agreement**. The following statement has been added: In the event a covered appliance is being serviced by an authorized service center when this **Agreement** expires, the term of this **Agreement** will be extended for the failed appliance only until the covered repair has been completed. Under “General Provisions” bullet #1 is amended to include the following: You do not have the right to cancel this **Agreement** if the **Eligible Product** is lost, stolen or destroyed. Notice of cancellation will be in writing and will be mailed to you at least thirty (30) days prior to cancellation. Under “How to File a Claim,” the following is added:

In-home service is not available and You are responsible for all costs related to mailing and/or transporting the **Eligible Product** for service. Under “Coverage Product Repair Plan” the applicable taxes are removed from the third paragraph. The following is added: You are responsible to keep proof of ownership for all **Eligible Product(s)**. When You have a claim You need to submit proof of ownership and all other required documentation described in Section D “How to File a Claim.” Failure to provide this information will delay the processing of Your claim and may result in the claim being denied. Under “General Provisions” bullet #6 replace “Illinois” with the **Agreement** holders state of residency.

In Florida: Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under “General Provisions” bullet #1 is amended to include the following: In the event of cancellation by You, You shall be entitled to ninety-percent (90%) of the current month’s unearned pro-rata premium less any claims paid in the current month. In the event of cancellation by Us, You shall be entitled to one-hundred percent (100%) of the current month’s unearned pro-rata premium. The rate charged for this **Agreement** is not subject to regulation by the Florida Office of Insurance Regulation.

In Georgia: Under “General Provisions” bullet #1 is amended to include the following: Notice of cancellation will be in writing and will be mailed to you at least thirty (30) days prior to cancellation. Only You or Us may cancel this **Agreement**. In order to maintain coverage under this **Agreement**, You must be a member in good standing in Buyers Advantage. Cancellations will comply with Section 33-24-44 of the Code of Georgia. In the event of cancellation, We cannot demand immediate payment of the cost of all service provided to You. Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund. Under “General Provisions” bullet #6 is deleted in its entirety. The following statement has been added under “General Provisions” bullet #7: A claim against the provider may include a claim for return of the unearned provider fee in the event of a cancellation.

In Hawaii: Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under “General Provisions” bullet #1 is amended to include the following: If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within forty-five (45) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. The following statement has been added: This **Agreement** does not exclude pre-existing conditions.

In Illinois: Under “General Provisions” bullet #1 is amended to include the following: If You cancel within the first thirty (30) days from receipt of Your **Agreement**, You will receive a full refund. If You cancel after thirty (30) days, You will receive a pro-rata refund based on one-hundred percent (100%) of the unearned pro-rate premium.

In Maine: Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under “General Provisions” bullet #1 is amended to include the following: If the Provider cancels this **Agreement**, You will be mailed written notification within fifteen (15) days within date of cancellation. The notice shall state the effective date and reason for cancellation. If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within forty-five (45) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund.

In Maryland: Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under “General Provisions” bullet #1 is amended to include the following: If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within forty-five (45) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund.

In Massachusetts: Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under “General Provisions” bullet #1 is amended to include the following: If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within forty-five (45) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund.

In Michigan: The following statement has been added: If performance under this **Agreement** is interrupted because of a strike or work stoppage at Our place of business, the effective period of this **Agreement** shall be extended for the period of the strike or work stoppage.

In Minnesota: Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under “General Provisions” bullet #1 is amended to include the following: If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within forty-five (45) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. Under “General Provisions” bullet #1 is amended to include the following: If the Provider cancels this **Agreement**, You will be mailed written notification within fifteen (15) days within date of cancellation. The notice shall state the effective date and reason for cancellation.

In Missouri: Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under “General Provisions” bullet #1 is amended to include the following: If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within forty-five (45) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. Under “General Provisions” bullet #7 is amended to include the following: A claim against the provider may include a claim for return of the unearned provider fee in the event of a cancellation. The following statement has been added: Emergency repairs: In the event an emergency repair is required outside of the normal business hours of the **Administrator**, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made.

In Montana: Under “General Provisions” bullet #1 is amended to include the following: If the Provider cancels this **Agreement**, You will be mailed written notification within five (5) days within date of cancellation. The notice shall state the effective date and reason for cancellation.

In Nebraska: Under “General Provisions” bullet #6 is deleted and replaced with the following: Notwithstanding anything in this **Agreement** to the contrary, if You and We mutually agree at the time of loss, this **Agreement** provides for arbitration if there is an unresolved dispute between You and Us concerning this **Agreement**. You agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, one independent, neutral third party will give a decision after hearing Your and Our positions. The decision of the arbitrator shall not be binding upon You. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **Agreement**. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. All costs and

expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **Agreement**.

In Nevada: The cost of this **Agreement** is [insert \$] of the payment. The following is added to this **Agreement**: If You are not satisfied with the manner in which We handle Your claim, You may contact the Nevada Division of Insurance Commissioner toll free, 1-888-872-3234. Under “Key Terms” the **Agreement** definition is amended to include the Declaration Page. Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under “General Provisions” bullet #1 is replaced with the following: Cancellations: You may cancel this **Agreement** at any time by sending written request to the **Administrator** or calling [Insert Phone Number] Monday - Friday, 9 a.m. - 8 p.m., Saturday, 9 a.m. - 5 p.m. (ET). If You cancel this **Agreement** You automatically cancel the [Program]. If You cancel Your **Agreement** within thirty (30) days from receipt of the **Agreement** You are eligible for a full refund. If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within forty-five (45) days of receipt of the returned **Agreement**, a ten percent (10%) penalty for each thirty (30)-day period or portion thereof shall be applied to the refund. If after 30 days You or We cancel this **Agreement**, You will receive a pro-rata refund of the unearned **Agreement** purchase price. We and [the Program] **Administrator** may cancel or non-renew this **Agreement** at any time for: 1.) Non-payment by You of **Agreement** purchase price; 2.) Fraud, or material misrepresentation by You. [the Program] **Administrator** will notify You of this cancellation. Notice of cancellation will be in writing and will be mailed to you at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. There are no restrictions for renewals. Under “General Provisions” #6 Arbitration Illinois is replaced with Nevada. The following statement has been added to “How to file a claim”: Prior approval for a claim is not required, We will reimburse You for all eligible claims. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your product will commence within 24 hours after You report Your claim. If We determine that repairs cannot practicably be completed within 3 calendar days after the report of the claim, then We will provide a status report to You. If the emergency renders your dwelling unfit to live in because of defects that immediately endanger the health and safety of the occupants and We determine that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, then We will provide a status report to You and the Commissioner of Insurance via electronic mail at pcinsinfo@doi.nv.gov that will include the following information:

1. A list of the required repairs or services;
2. The primary reason causing the required repairs or services to extend beyond the three (3)-day period, including the status of any parts required for the repairs or services;
3. The current estimated time to complete the repairs or services; and
4. Contact information for You and the Commissioner of Insurance to make additional inquiries concerning any aspect of the claim, and a commitment that We will respond to such inquiries no later than one (1) business day after such an inquiry is received.

The following statement has been added: This **Agreement** does not exclude pre-existing conditions.

In New Hampshire: The following statement has been added: In the event You do not receive satisfaction under this **Agreement**, You may contact the New Hampshire Insurance Department at New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire 03301, telephone number 1-603-271-2261. Under “General Provisions” bullet #6 is amended as follows: All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542. The following statement has been added: This **Agreement** does not exclude pre-existing conditions.

In New Jersey: The following statement has been added: The use of refurbished, reconditioned, or non-original manufacturer’s parts is permitted. Under “General Provisions” bullet #1 is amended to include the following: If You cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within forty-five (45) days of receipt of the returned **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. Under “General Provisions” bullet #1 is amended to include the following: If the Provider cancels this **Agreement**, You will be mailed written notification within five (5) days within date of cancellation. The notice shall state the effective date and reason for cancellation.

In New Mexico: Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under “General Provisions” bullet #1 is amended to include the following: A ten percent (10%) penalty per thirty (30)-day period or portion thereof shall be applied to refunds not paid or credited within sixty (60) days of receipt of returned service **Agreement**. We may not cancel this **Agreement** without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this **Agreement** has been in force for a period of seventy (70) days, We may not cancel before the expiration of this **Agreement** term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under this **Agreement**; 3) You engage in fraud or material misrepresentation in obtaining this **Agreement**; or 4) You commit any act, omission, or violation of any terms of this **Agreement** after the effective date of this **Agreement** which substantially and materially increases the service required under this **Agreement**. The following statements have been added: This **Agreement** cannot be renewed independently of Your membership. The telephone number for NPCC is 1-800-209-6206. The following statement has been added: This **Agreement** does not exclude pre-existing conditions.

In New York: The following statement has been added: Emergency repairs: In the event an emergency repair is required outside of the normal business hours of the **Administrator**, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made. Under “General Provisions” bullet #1

is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under “General Provisions” bullet #1 is amended to include the following: If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within thirty (30) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. The following statement has been added: This **Agreement** does not exclude pre-existing conditions.

In North Carolina: Under “General Provisions” bullet #1 is amended to include the following: We may not cancel this **Agreement** except for nonpayment by You or for violation of any of the terms and conditions of this **Agreement**. The following statement has been added: Purchase of Buyers Advantage is not required to purchase or to obtain financing.

In Oklahoma: Section (E) “General Provisions” #1 Cancellation is deleted and replaced with the following: You may cancel this **Agreement** for any reason at any time. To cancel, contact the **Representative** in writing. If You cancel within the first thirty (30) days of receipt of Your **Agreement**, You will receive a full refund. If You cancel after thirty (30) days, You will receive a pro-rata refund based on one-hundred percent (100%) of the unearned pro-rata premium. No claim incurred or paid nor any repair made, will be deducted from the amount to be returned in event of cancellation. We may not cancel this **Agreement** except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation. If We cancel, the return premium is based on one-hundred percent (100%) of the unearned pro-rata premium. The following statements have been added: **NOTICE:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. The following statements have been added: a) Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association; b) Obligations of the obligor under this service **Agreement** are insured by a contract liability policy with Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604; c) Oklahoma service warranty statutes do not apply to commercial use references in service warranty contract. Under “General Provisions” bullet #6 replace “Illinois” with the **Agreement** holders state of residency.

In Oregon: Under “General Provisions” bullet #6 is deleted in its entirety. Under “General Provisions” bullet #7 is amended to include the following: A claim against the provider may include a claim for return of the unearned provider fee in the event of a cancellation. The following statement has been added: Emergency repairs: In the event an emergency repair is required outside of the normal business hours of the **Administrator**, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made.

In South Carolina: The following statement has been added: In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467. The following statement has been added: Emergency repairs: In the event an emergency repair is required outside of the normal business hours of the **Administrator**, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made. Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under “General Provisions” bullet #1 is amended to include the following: If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within forty-five (45) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. Under “General Provisions” bullet #1 is amended to include the following: If the Provider cancels this **Agreement**, You will be mailed written notification within fifteen (15) days within date of cancellation. The notice shall state the effective date and reason for cancellation. The following statement has been added: This **Agreement** does not exclude pre-existing conditions.

In Texas: The following statement has been added: Unresolved complaints or questions concerning the regulation of service **agreements**, may be addressed to the Texas Department of Licensing and Regulation at PO Box, 12157, Austin, TX 78711, telephone number 1-800-803-9202. The **Agreement** Administrator license number for Trilegiant Insurance Services is 144. Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under “General Provisions” bullet #1 is amended to include the following: If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within forty-five (45) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. The following statement has been added: This **Agreement** does not exclude pre-existing conditions. Under “General Provisions” bullet #7 is deleted and replaced with the following: This is not a contract of insurance. Our obligations are insured by a contractual liability insurance policy with Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If Your claim is not paid within sixty (60) days of submitting the claim or Your cancellation request for refund is not paid within forty-five (45) days, the claim or refund request can be submitted to Virginia Surety Company, Inc. at 175 West Jackson Blvd., Chicago, Illinois 60604. Telephone number is 1-800-209-6206.

In Utah: Administrator means TWG Innovative Solutions, Inc. You may contact them if you have questions regarding this coverage or would like to make a claim. They can be reached by phone at 1-800-950-5758 or mail at PO Box 87719, Chicago, IL 60680-0919. The following statement has been added: Coverage afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The following statement has been added under “General Provisions”: We reserve the right to select and use parts other than original manufacturer parts. Parts used will be of like kind and quality. The following statement has been added: This **Agreement** does not exclude pre-existing conditions. Under “General Provisions” bullet #1 is amended to include the following: If the Provider cancels this **Agreement**, You will be mailed written notification within thirty (30) days within date of cancellation. The notice shall state the effective date and reason for cancellation. Fraud is deleted as a reason for cancellation. Under “General Provisions” bullet #6 is deleted and replaced with the following: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney’s fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

In Vermont: The following statement has been added: Emergency repairs: In the event an emergency repair is required outside of the normal business hours of the **Administrator**, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made. Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund.

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

In Washington: Under “General Provisions” bullet #1 is amended to include the following: We may not cancel this **Agreement** without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Under “General Provisions” bullet #1 is amended to include the following: If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within thirty (30) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. Under “General Provisions” bullet #6 replace “Illinois” with the **Agreement** holders state of residency. The following statement has been added: This is the entire agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Selling Retailer is not a party to this **Agreement**. The Obligations of the Obligor under this **Agreement** are backed by the full faith and credit of the Obligor. The following statement has been added: Emergency repairs: In the event an emergency repair is required outside of the normal business hours of the **Administrator**, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made. The following statement has been added: This **Agreement** does not exclude pre-existing conditions.

In Wisconsin: **Administrator** means TWG Innovative Solutions, Inc. You may contact them if you have questions regarding this coverage or would like to make a claim. They can be reached by phone at 1-800-950-5758 or mail at PO Box 87719, Chicago, IL 60680-0919. The following statement has been added: Notice: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE**. Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under “General Provisions” bullet #1 is amended to include the following: If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within forty-five (45) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. Under “General Provisions” bullet #1 is amended to include the following: If the Provider cancels this **Agreement**, You will be mailed written notification at least fifteen (15) days prior to the date of cancellation. The notice shall state the effective date and reason for cancellation. Under “General Provisions” bullet #6 replace “Illinois” with the **Agreement** holders state of residency.

In Wyoming: Under “General Provisions” bullet #1 is amended to include the following: If You cancel within thirty (30) days from receipt of Your membership packet You are eligible for a full refund. Under “General Provisions” bullet #1 is amended to include the following: If you cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within forty-five (45) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. Under “General Provisions” bullet #1 is amended to include the following: If We cancel this **Agreement** You will receive written notice ten (10) days prior to cancellation with the reason and effective date of cancellation. Prior notification is not required for non-payment, fraud, or material misrepresentation. Under “General Provisions” bullet #6 is amended to include the following: Arbitration can only be final and binding, if agreed to by the parties involved, in a separate written **Agreement**. The following statement has been added: This **Agreement** does not exclude pre-existing conditions.