

SERVICE AGREEMENT

DEFINITIONS: “We”, “Us” and “Our” shall mean the Provider and Administrator, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021 or the Dealer from whom You purchased Your Service Agreement. In Florida “We”, “Us” and “Our” shall mean WCPS of Florida, Inc., “You” or “Your” shall mean the purchaser of the bicycle(s) covered by this Service Agreement. “Deductible” shall mean the amount You are required to pay, as shown under “Deductible” for covered repairs or replacements.

WHAT IS COVERED: Bicycles from all manufacturers in the bicycle business except bicycles which do not have a manufacturer’s warranty of at least 1 year on parts, and except motorized, gas powered or electric bicycles. In consideration of payment of the Service Agreement price, We will furnish or pay for labor and parts or replacement equipment required to repair a mechanical failure of the covered Bicycle caused by defects in workmanship and/or materials during normal usage for the term of this Service Agreement, provided the Bicycle is not covered under any other warranty or service contract. In the event of a Claim, We will repair or, at Our discretion, replace the Bicycle with a new, rebuilt or refurbished Bicycle of equal features and functionality from the same manufacturer of the original Bicycle if possible; otherwise, Guardsman US LLC shall provide an equivalent bicycle from another similar manufacturer. Upon replacement of a Bicycle, We will have no further obligation to repair or replace the Bicycle and you will not be entitled to make any further claims for its repair or replacement. This Service Agreement does not cover repair or replacement of the Bicycle for any of the causes or provide coverage for any losses set forth in the section entitled “WHAT IS NOT COVERED”.

KEEP IT ROLLING PROTECTION PLAN COVERAGE SPECIFICS

Coverage begins from the date the bicycle is purchased and continues for the term indicated on Your sales receipt. Coverage includes:

- Complete parts and labor – Original manufacturer’s warranty always takes precedence over KPP coverage. KPP but the retailer will be reimbursed for labor when they file a claim on a part that is still covered under term of manufacturer’s warranty.
- Wheels
 - Spokes
 - Rims
 - Hubs
- Quick releases
- Fork
- The Crank Assembly
 - Chain wheels
 - Crank Arms
 - Pedals
 - Bottom bracket
- Brakes
 - Brake lines
 - Brake cables
 - Brake levers
 - Brake housing
 - Rotors
- Drive trains
 - Chain – when chain fails to meet normal standards of operating performance.
 - Deraillieur (front & rear)
 - Shifters, cables, and housing
 - Freewheel/cassette

Limited to two drive train repairs or replacements per contract

- Suspension
 - Front
 - Rear

- Handlebar
- Handlebar stem
- Headset
- Seat post
- Seat frame
- Seat rails
- Seat collar

- Accessories
 - All accessories physically attached to the bike on the date of sale are covered

DEDUCTIBLE: In the event of a failure to Your bicycle, which is covered by this Service Agreement, You may be required to pay a Deductible of \$0.00 per repair or replacement of Your covered bicycle.

PLACE OF SERVICE: We will arrange to repair or replace the Bicycle during normal business hours. You will be responsible for delivery or shipment, prepaid and insured, of the Bicycle to Our authorized service facility for repair or replacement.

LIMIT OF LIABILITY: The total amount that we will pay for repairs made in connection with all claims that you make pursuant to this Service Agreement shall not exceed the purchase price of the Bicycle, less taxes. In the event that We make payments for repairs, which in the aggregate, are equal to the Purchase Price or We replace the Bicycle with a new, rebuilt or refurbished Bicycle of equal features and functionality from the same manufacturer of the original Bicycle, We will have no further obligations under this Service Agreement.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE or, LOST TIME, RESULTING FROM THE FAILURE OF ANY BICYCLE OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

TERM:

This Service Agreement shall be effective as of the date you purchased Your Bicycle. It shall remain in effect, subject to the Limit of Liability defined above, for a period of three (3) or five (5) years as indicated on your sales receipt. The Bicycle manufacturer has primary responsibility for replacement or repair of the covered Bicycle during the manufacturer's warranty period. This Service Agreement shall terminate completely upon replacement of Your Bicycle or at the end of the term specified in Your sales receipt, whichever occurs first. All Bicycles replaced under this plan are the property of US in their entirety.

WHAT IS NOT COVERED:

- (A) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA OR CANADA;
- (B) BICYCLE SOLD WITHOUT A MANUFACTURER'S WARRANTY OR SOLD "AS IS";
- (C) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT;
- (D) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, AND INTRODUCTION OF FOREIGN OBJECTS INTO THE BICYCLE, IMPROPER BICYCLE MODIFICATIONS OR ALTERATIONS;
- (E) BICYCLE PAINT & DECALS, HANDLE BAR TAPE, SADDLE FABRIC OR COVER, BRAKE PADS, TIRES AND TUBES;
- (F) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;
- (G) LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE BICYCLE;

- (H) THIRD PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.);
- (I) THE ELEMENTS OR ACTS OF GOD;
- (J) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION;
- (K) DAMAGE COVERED BY THE MANUFACTURER, ANOTHER SERVICE AGREEMENT OR INSURANCE;
- (L) PREVENTIVE MAINTENANCE, INCLUDING BUT NOT LIMITED TO SPEC-CHECKS AND ADJUSTMENTS;
- (M) COMMERCIAL USE;
- (N) PERIODIC CHECK UPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER;
- (O) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE COVERED BICYCLE;
- (P) NON-FUNCTIONAL OR AESTHETIC PARTS, INCLUDING BUT NOT LIMITED TO PLASTIC PARTS (S) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT;
- (Q) FAILURE TO USE REASONABLE MEANS TO PROTECT THE BICYCLE FROM FURTHER DAMAGE AFTER A FAILURE OCCURS;
- (R) SCRATCHES, PEELING PAINT AND FRAME DENTS;
- (S) ACCESSORIES THAT ARE NOT SPECIFICALLY ATTACHED TO THE BICYCLE;
- (T) NORMAL WEAR AND TEAR WHICH IS DEFINED AS GRADUAL REDUCTION IN OPERATING PERFORMANCE DURING THE LIFETIME OF THE COVERED BICYCLE;
- (U) BICYCLE(S) WITH REMOVED OR ALTERED SERIAL NUMBERS;
- (V) OTHER PARTS, NOT LISTED UNDER COVERED ITEMS, THAT ARE NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY DURING THE LIFE OF THE BICYCLE (I.E., TIRES, TUBES, BRAKE PADS, BEARINGS, ETC.);
- (W) BICYCLES SOLD SECOND HAND INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY ON YOUR DATE OF PURCHASE) AND DEMONSTRATION MODELS;
- (X) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER;
- (Y) DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE.);
- (Z) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT OR LOSS OF USE DURING THE PERIOD THAT THE BICYCLE IS AT THE REPAIR CENTER OR OTHERWISE AWAITING PARTS;
- (AA) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER;
- (AB) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY A MECHANICAL FAILURE;
- (AC) CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS. NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS, ETC. INTERMITTENT ISSUES ARE NOT BICYCLE FAILURES.

WHAT TO DO IF COVERED BICYCLE REQUIRES SERVICE: Visit the dealer you purchased the Keep It Rolling Protection Plan from, or call Guardsman US LLC at 1-866-493-6573 toll-free and explain the problem. The KPP contract will be verified and once the repair in question is approved, the dealer or you will receive a Repair Authorization number and dollar amount for the repair. **NOTE: THIS SERVICE AGREEMENT WILL BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.** We reserve the right to inspect the bicycle. Service will be provided during normal business hours and in the USA only.

TRANSFER OF SERVICE AGREEMENT: This Service Agreement may be transferred with the bicycle to any person in the United States by contacting Guardsman US LLC at 1-866-493-6573 toll-free.

GUARANTEE: This is not an insurance policy. We have obtained an insurance policy to insure our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Bicycle covered under this Service Agreement within sixty (60) days after Bicycle has been returned or, in the event that You cancel this Service Agreement, and We, fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurance company, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 6th Floor, New York, NY 10038.

NOTE: THE ABOVE GUARANTEE DOES NOT APPLY TO SERVICE AGREEMENTS SOLD IN THE STATE OF FLORIDA.

CANCELLATION: You may cancel this Service Agreement at any time. To arrange for cancellation of this Service Agreement, call us at 1-866-493-6573 toll-free. The refund amount of the Service Agreement price will be prorated based on the remaining contract term minus any claims that have been paid or pending. Cancellation by Us will be done in accordance applicable state laws and regulations.

SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this service agreement plan ("Service Agreement") which conflicts with the laws of the state where you live 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: HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-866-493-6573. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is removed in its entirety and replaced as follows: You may cancel this Service Agreement at any time. If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. If any refund due to You is not paid within 45 days after the return of the service contract to Us we will pay 10% interest on the refund for every 30 days that the refund is not issued to You. If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us. We may only cancel this Plan for the following reasons: – Non-payment of the Plan purchase price/fee by You; – Material misrepresentation by You; or – Substantial breach of duties under this Plan by You in relation to the covered Product or its use. If We cancel this Plan, We will provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Plan, You will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee shall apply.

Arizona: LIMIT OF LIABILITY is amended as follows: in addition to that which is noted above, neither we nor the administrator nor the retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section which occurred while owned by You. "Pre-existing conditions" definition is deleted and replaced with: If the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate. **CANCELLATION** is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. In no event will any claims incurred or paid be deducted from any refund.

Arkansas: HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-866-493-6573. Failure to obtain prior authorization may result in non-payment.

California: Guardsman Industries, LLC (License No. SA-83) is the Service Contract Administrator and Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Obligor for this Service Contract. **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract Holder for any reason, including, but not limited to, the Device covered

under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within sixty (60) days of the date You received the Service Contract and no claims have been paid, You will be refunded the full Service Contract price. If You have made claims against the Service Contract or cancellation notice is received by the Administrator after sixty (60) days of the date You received the Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-866-493-6573 and You. In the event of a dispute with Administrator, 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 warranty Service Contract. **GUARANTEE** is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048. **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed.

Florida: This Service Contract is between the Provider, WCPS of Florida, Inc. (License No. 80202) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf.

Georgia: **CANCELLATION** is amended as follows: In no event will any claims incurred or paid be deducted from any refund and if applicable, in cases where the original retailer closed, is out of business or You (contract holder) have moved out of the retailer's normal delivery area. If a cancellation fee is applicable, it will not exceed 10% of the pro-rata refund amount and only applies to cancellations by the contract holder. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the Provider cancels, the Provider must provide 30 days written notice of cancellation. If the purchase of this Contract was financed, the lienholder may only cancel this Contract for non-payment if they hold a power of attorney. **WHAT IS NOT COVERED** – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. **PRE-EXISTING CONDITIONS** – The "PreExisting Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. Any arbitration provision is deleted in its entirety.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship, Power Surge event, or ADH event if applicable to Your Plan, after the effective date of this Service Contract This Service Contract does not cover failures resulting from normal wear and tear.

Indiana: This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon

cancellation of the Contract. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

Michigan: If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

Nevada: CANCELLATION is amended as follows: In no event will any claims incurred or paid be deducted from any refund. We may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the service contract and it substantially and materially increased the service required under the service contract. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. You may void this contract by returning the contract to us within 20 days after the date we mailed the contract to you or within 10 days if the contract was furnished to you at the time of purchase. We will refund the full purchase price if no claim has been made within 45 days after the contract is returned to us. If we do not refund the premium within 45 days we will pay you a penalty of 10 percent of the purchase for each 30-day period the refund remains unpaid.

If you elect to cancel this contract after the first 45 days the cancellation provisions in the contract will apply. This contract shall not be voided by us unless you have committed fraud or material misrepresentation in obtaining this contract or in presenting a claim for service thereunder.

WHAT IS NOT COVERED – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

If Your service contract relates to goods that are essential to Your health and safety and the repair of such goods is covered under the terms and conditions of Your contract, You may request emergency service at any time by calling Us at 1-866-493-6573. If the emergency service involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling, We will commence repairs within 24 hours after the report of the claim and will complete repairs as soon as reasonably practicable thereafter. If We determine that repairs cannot practicably be completed within 3 calendar days after the report of the claim, We will provide a status report to You and to the Nevada Insurance Commissioner as required by Nevada law.

Any reference to 'administrative fee' with respect to cancellation is changed to 'cancellation fee'.

If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner by use of the toll-free telephone number of the Insurance Division, (888) 872-3234.

This contract is not renewable.

New Hampshire: In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

New Mexico: GUARANTEE is amended to include: This service contract is insured by Wesco Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Wesco Insurance Company at 866-505-4048, regulatorycompliance@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

North Carolina: CANCELLATION is amended as follows: We may only cancel this Service Contract for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Oklahoma: The Service Warranty Association is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-866-493-6573, Oklahoma Identification #507496076. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Service Contract purchase price. If You cancel this Service Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon one hundred percent (100%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-866-493-6573 and You. NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-866-493-6573. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended to add: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us.

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas: The Administrator is Guardsman US LLC, Service Contract Administrator No. 731. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. **CANCELLATION** section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of Your cancellation request to the Provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement.

Utah: The Provider/Obligor is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-866-493-6573 . This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. **GUARANTEE** is amended as follows: Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. **CANCELLATION** – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

Virginia: If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Washington: The State of Washington is the jurisdiction for any civil action in connection with this Contract. **WHAT IS NOT COVERED** – What is excluded from coverage is limited to that which is expressly stated under the “**WHAT IS NOT COVERED**” section of this Service Contract which occurred while owned by You. **GUARANTEE** is amended to include: A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. All references to “Service Agreement/Agreement” are hereby deleted and replaced with “Service Contract”. **CANCELLATION** is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated above or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. **GUARANTEE** is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract. Unauthorized repairs may not be covered.

Wyoming: This service contract is not available in Wyoming.

ENTIRE CONTRACT: This Service Agreement and Your sales receipt sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.