

Monthly Warranty™ - Terms & Conditions

Contract Reference: SAMPLE CONTRACT
Etailer: Binding101
Contract Term: TBD
Contract Price: TBD
Contract Plan: TBD
Contract Effective Date: TBD
Contract End Date: TBD
Covered Product: TBD
Product Purchase Date: TBD
Name: TBD

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

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

I. DEFINITIONS

1. "**Obligor**", "**We**", "**Us**" and "**Our**": The company obligated under this **Agreement** is **4warranty Corporation**, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville Florida 32256 877-601-9196, in all states except in Florida and Oklahoma where it is **LYNDON SOUTHERN INSURANCE COMPANY**, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 877-601-9196, Florida License No. 03698 and Oklahoma License No. 864264, and in Wisconsin where it is **The Service Doc Inc.**, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 877-601-9196.
2. "**You**" and "**Your**": The original purchaser of the Covered Product and any authorized transferee/assignee of the original purchaser.
3. "**Administrator**": New Leaf Service Contracts, LLC, 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 877.634.0965.
4. "**Selling Retailer**": The entity selling the Covered Product and this **Agreement**.
5. "**Covered Product**": The consumer product that **You** purchased concurrently with and is covered by this **Agreement**.

IIA. REPLACEMENT PLAN

1. **TERM:** If **You** purchased an Extension Replacement Plan, the term of this **Agreement** begins upon the expiration or termination of the shortest portion of manufacturer's warranty for the Covered Product and continues for the period indicated on the Declarations Page, **Your** sales invoice or receipt, or until a claim is paid, whichever occurs first. A renewal service **Agreement** is not available for the Replacement Plan. This **Agreement** shall expire upon replacement of the Covered Product or issuance of a compensation check to **You** in lieu of replacement of a Covered Product.
2. **COVERAGE:** We will replace the Covered Product, when required hereunder, due to a mechanical or electrical breakdown during the coverage period, including those experienced because of its normal wear and tear as well as a mechanical or electrical breakdown caused by a direct result of a power surge. The Covered Product will be replaced with a new or refurbished product of like kind or similar quality with a value up to the purchase price of the Covered Product, excluding sales tax and shipping and handling costs. Any replacement product provided to **You** as a result of a claim being made under the terms of this **Agreement** will require **Your** purchase of a new **Agreement** to receive coverage for the replacement product.
3. **LIMIT OF LIABILITY:** The limit of liability under the Replacement Plan is the purchase price of the Covered Product at the time of purchase, excluding sales tax, delivery and handling costs.
4. **HOW TO REQUEST SERVICE:** Do not return the Covered Product to the Selling Retailer where **You** purchased the Covered Product. Contact the Administrator and **You** will be advised on how to obtain a replacement product.

Monthly Warranty™ - Terms & Conditions

- a. Call the toll-free number at 877-601-9196 or go online to www.monthlywarranty.com.
- b. **You** may be required to provide the original sales receipt in order for a claim to be processed. Products found to be non-defective will be returned to **You**. **You** are responsible for all costs of postage, insurance, packaging and shipping. Please make sure the Covered Product is properly protected with bubble wrap or other protective materials. A replacement product will not be provided if the Covered Product is damaged during shipping and it is determined that no valid claim existed prior to shipping.

IIB. PARTS & LABOR REPAIR PLAN

1. **TERM:** If **You** purchased a Parts & Labor Repair Plan, the term of this **Agreement** begins on the product date of purchase or, if applicable, the date of installation of the Covered Product by the Selling Retailer (proof of installation date may be required if different from the product purchase date) and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. If **You** purchased the Parts & Labor Extension Repair Plan, the term of this **Agreement** begins upon the expiration of the shortest portion of the manufacturer's warranty for the Covered Product and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice.
2. **COVERAGE:** Parts for the Covered Product will be replaced with those of like kind and quality at Our sole discretion. We may use new or remanufactured parts in repairing the Covered Product. If the Covered Product cannot be repaired, if the cost of its repair exceeds the Covered Product's original purchase price, the Covered Product will be replaced as determined by Us with a product of like kind or similar features. If replacement parts are not available for the Covered Product or have been discontinued by the manufacturer, We will refund the purchase price **You** paid for this **Agreement**.
 - a. **For Appliances, Electronics and Computers:** We will repair or replace the Covered Product, at Our discretion, when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear, as well as a mechanical or electrical breakdown caused by a direct result of a power surge. Costs related to removal and reinstallation of car audio and/or home theater products are covered under this **Agreement**, when required, due to a covered mechanical or electrical breakdown. **You** are responsible to backup all computer software and data prior to commencement of repair of the Covered Product.
 - b. **For Lawn & Garden Equipment and Power Tools:** the Covered Product will be restored to normal operating condition after it has failed during normal single family residential use, including failures due to normal wear and tear. The **Agreement** covers the cost of all labor and parts necessary to repair the Covered Product for problems due to functional part failures.
 - c. **For Fitness Equipment & Other Sporting Goods:** We will repair or replace the Covered Product for mechanical and electrical failures, including power surge, that occur during normal use and operation in accordance with the manufacturer's written specifications. This **Agreement** does not cover any product used in a commercial setting. This **Agreement** covers the repair and replacement of functional factory installed belts (including treadmill walking belts) and rollers required for the performance of the Covered Product.
 - d. **For Furniture:** Coverage for mechanical or electrical failures, stains and accidental damage is effective upon date of delivery and continues for the period indicated on the face of this **Agreement** or as indicated in the Declarations Page, **Your** sales receipt or invoice. In the event **Your** Covered Product is being serviced by an authorized service center when this **Agreement** expires, the term of this **Agreement** will be extended until covered repair has been completed. THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY. Accidental damage coverage includes: stains to area rugs, fabric, vinyl or leather as a result of normal spills from food and beverage and human or pet biological stains, ball point pen ink and nail polish. Parts will be replaced with those of like kind and quality at Our sole discretion. We may use new or remanufacturer parts in repairing **Your** Covered Product. If the Covered Product cannot be repaired, if the cost of its repair exceeds the Covered Product's original purchase price, the Covered Product will be replaced as determined by Us with a product of like kind or similar features. If replacement parts are not available for the Covered Product or have been discontinued by the manufacturer, We will refund the purchase price **You** paid for this **Agreement**.

PRODUCTS COVERED

1. Fabric Furniture
2. Area Rugs
3. Leather, Vinyl & Nubuck Furniture
4. Mattresses
5. Wood, Mirrors & Other Hard Surfaces (includes: metal, glass, laminate, stone)
6. Outdoor Furniture

WHAT IS COVERED

1. Mechanical & Electrical Failures

Monthly Warranty™ - Terms & Conditions

2. Frames & Adjustable Bed Frames
3. Springs
4. Mechanisms (Sleeper, Reclining, Inclining, Heating & Vibrating, Umbrella)
5. Stains from a specific incident (such as food, beverage, cosmetics, lotion, nail polish, nail polish remover, bleach, glue, grease, oil, suntan oil, paint, ball point pen, marker, crayon, gum, tar, wax, ink, dye, grass, mud, shoe polish, human & pet bodily fluids)
6. Accidental damage from a specific event:
 - a. Burn
 - b. Puncture, Rip, Tear or Cut
 - c. Breakage
 - d. Liquid Ring or Mark
 - e. Heat Mark
 - f. Scratch, Gouge, or Chip (Wood & Hard Surfaces Only)
 - g. Checking, Cracking, Bubbling, or Peeling of Finish (Wood & Hard Surfaces Only)
7. Loss of Silvering (Mirrors Only)
8. Breakage of Welds (Outdoor Furniture Only)

3. **LIMIT OF LIABILITY:** Our limit of liability for the Covered Product under the Parts & Labor Repair Plan is the cost of authorized repairs to and/or replacement of the Covered Product as determined by Us, with a product of similar quality and features, provided however, in no event will Our total liability for repairs and/or replacement exceed the original purchase price for the Covered Product, excluding sales tax, diagnostic fees, delivery, shipping and installation costs. Upon replacement, there is no longer any obligation for the replaced product under this **Agreement**. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.
4. **NO LEMON POLICY:** This **Agreement** provides that following the expiration of the term of the Covered Product's manufacturer's warranty, and subject to Our Limit of Liability, after three (3) service repairs have been completed for the Covered Product for the same problem, as determined in Our sole discretion, in lieu of performing a fourth (4th) repair on the Covered Product, We may replace it with a product of like kind or similar features, or issue a check to **You** in an amount not to exceed the remaining limit of liability as determined in accordance with the section titled "**LIMIT OF LIABILITY**." If We replace the Covered Product, all Our obligations for the Covered Product under this **Agreement** terminate.
5. **HOW TO REQUEST SERVICE:** To request service for the Covered Product, contact the Administrator toll-free at 877-601-9196, or go online to www.monthlywarranty.com. All repairs must be authorized by the Administrator prior to performance of work. Claims for unauthorized repairs may be denied. **You** may be asked for a credit card number prior to service being performed. Many oversights, which are not covered under this **Agreement**, can be due to simple circumstances such as the Covered Product not being switched on, being unplugged, or a fuse blown at the junction box. For a Covered Product that uses batteries as the prime power supply, check that the batteries do not need replacing or recharging. If **You** refuse service on a Covered Product after We have dispatched the repair servicer to **Your** location, **You** will be billed for that servicer's applicable trip charge.
6. **SERVICE DELIVERABLES:** **You** will receive service on the Covered Product as described below:

Carry-In: Unless otherwise provided in this **Agreement**, the Covered Product must be shipped or delivered and retrieved by **You** at Our authorized service center during normal business hours.

In-Home/On-Site: Service will be performed in **Your** home or on-site as indicated on the Declarations Page of this **Agreement**, or on **Your** sales receipt or invoice provided **You** have fulfilled the following requirements: (1) provide Our authorized technician with accessibility to the Covered Product; (2) provide a non-threatening and safe environment for Our authorized technician; and (3) an adult over the age of 18 must be present for the period of time Our authorized technician is scheduled to provide service and while Our authorized technician is on **Your** property servicing the Covered Product. In-Home Service will be provided by Our authorized service provider during regular business hours, local time, Monday through Friday, except holidays. Our authorized service center may opt to remove the Covered Product to perform service in-shop. The Covered Product will be returned upon completion. Additional time and mileage charges for in-home repairs outside of twenty-five (25) contiguous land miles or the normal service radius of Our authorized service center are not covered by this **Agreement**, and are **Your** responsibility.

Depot Service: If depot service is included with **Your Agreement** We will provide 3-way shipping to and from a depot service center

Monthly Warranty™ - Terms & Conditions

of Our choice.

Reimbursement: How to file a reimbursement claim: **You** must call Us at 877.634.0965 to file a claim. **You** must contact a manufacturer authorized service provider in **Your** area. **You** must contact Us at 855.608.4501 once **Your** Product has been diagnosis and provide the estimate needed for repair. We will provide **You** with an approval number. Once the repair has been completed, **You** must pay the service provider and email claims@newleafsc.net or fax 972.993.1512 Us a copy of the completed rental or repair invoice. The service facility or rental invoice must include the Make, Model and Serial Number of the Covered Product, the reason for repair and cause of loss of the Covered Product, an itemized list of the charges, proof of payment, and **Your** name, address and phone number. We will reimburse **You** with a check within two weeks. Failure to provide all claim documentation may result in claim denial. If the Covered Product requires repair, **You** must obtain a proper repair authorization number prior to work being performed. We are not responsible for delay in service or loss of use of the Covered Product.

7. **WORLDWIDE SERVICE:** Worldwide Service protects the Covered Product during the coverage period when you travel overseas. If the Covered Product needs repair while **You** are in possession of it outside the United States, **You** have three options to obtain a proper repair authorization number prior to work being performed. Contact the Administrator via e-mail at internationalsupport@newleafsc.net to leave a message for customer support; or **You** may call collect, 855.620.9048. **You** will need to carry the Covered Product into an authorized service center designated by the Administrator, have the service center provide an estimate for the repair and provide the estimate to the Administrator, using one of the options above, so total repair can be approved. **You** must submit payment to the service center for the costs of its repair services and then submit to the Administrator a copy of the detailed service repair invoice that identifies the Covered Product, the repair authorization number, and includes a thorough description of the repair made. **You** must send this documentation to the Administrator. The Administrator will reimburse you within 30 days of receipt of all necessary paperwork, provided a covered repair was performed to the Covered Product. Note: Worldwide service does not include shipping or on-site service costs.
8. **POWER SURGE PROTECTION:** This **Agreement** provides power surge protection from the product date of purchase in the absence of any insurance coverage. If the Covered Product is damaged as a result of a power surge, we will service the Covered Product in accordance with the terms herein.
9. **FOOD LOSS:** To receive coverage for food loss resulting from the failure of the covered refrigerator or freezer, the failure of **Your** refrigerator or freezer must be due to a defect in the components of the appliance, and not a power failure of any kind. **You** will be reimbursed up to two hundred dollars (\$200) per qualifying event. To receive payment, **You** must have the appliance repaired by a service center authorized by the Administrator and submit the following: a copy of the repair order, and itemized list of perishable food lost due to the lack of refrigeration, and proof of purchase for the replaced food.
10. **ACCIDENTAL DAMAGE IN HANDLING ("ADH"):** If purchased, the Covered Product is protected against accidental damage in handling such as drops and liquid spills. This **Agreement** does not cover immersion of the Covered Product in any liquid substance. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between **You** and Our service providers and any other limitations listed in the "What is Not Covered" section of this **Agreement**. For the purpose of this **Agreement**, Accidental Damage is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events. The use of this coverage requires from **You** an explanation of where and when the accident occurred as well as a detailed description of the actual event and nature of the damage. Accidents that occur while the Covered Product is being used by or in the possession of any person other than the original purchaser of the Covered Product are not covered under this **Agreement**. In the event that a replacement of the Covered Product is necessary, the Administrator shall have sole discretion to determine the replacement value of the Covered Product.
11. **LAPTOP SCREEN PROTECTION:** If **You** purchased Laptop Screen Protection or ADH coverage, this Plan provides coverage for labor and replacement parts necessary to repair or replace **Your** laptop screen should it become inoperable but not more than twice during the term of this Plan. There is no deductible under this plan.
12. **COMMERCIAL PLAN:** For residential and commercial grade products used in a Commercial setting/environment (i.e. for use other than in a residential single-family setting), a Commercial Plan is required. If purchased, this **Agreement** covers replacement parts and/or labor necessary to maintain the Covered Product that is used in a Commercial setting in those cases where the manufacturer's warranty is null and void. Coverage under this **Agreement** will begin from the date of purchase and continue for the period of time stated on **Your** sales receipt; provided however, for selected products that are manufactured specifically for commercial use and include a manufacturer's warranty, coverage begins upon expiration of the shortest portion of the manufacturer's or factory-refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty

Monthly Warranty™ - Terms & Conditions

are the sole responsibility of the manufacturer. Note: Special Features, Benefits, or Optional Plans and Major Component coverage for appliance service agreements, is/are not available for products under the Commercial Plan.

13. **MAJOR COMPONENT FOR APPLIANCES:** Major Component coverage, when purchased alone, covers the Major Component part and/or associated labor for five (5) years from the date of purchase of the Covered Product. Major Component coverage, when purchased in conjunction with a major appliance comprehensive Parts & Labor Repair Plan, covers the Major Component part and/or associated labor for an additional five (5) years of coverage beginning upon the expiration of the comprehensive Parts & Labor Repair Plan. Major Component coverage is only for the Major Component parts and/or associated labor in the event of a mechanical or electrical failure of the major component and does not include trip charges, or any other parts that should fail. To file a major component claim, You must first contact the Administrator to obtain a service order. Once a service order is obtained, the unit can be repaired and the detailed service invoice submitted to the Administrator for reimbursement of the eligible and covered portions of the repair. The Administrator is not responsible for repairs that are not included under this Agreement. Major Components eligible for coverage are:

A/C: Compressor

Dehumidifier: Compressor

Refrigerator/Freezer: Compressor

Gas Cooktop/Range/Wall Oven: Spark/Igniter Module

Electric Cooktop/Range/Wall Oven: Heating Elements (including surface, bake & broil) </br /> Range Hood: Ventilation Motor

Microwave: Magnetron Tube

Dishwasher: Motor

Clothes Dryer: Motor

Clothes Washer: Transmission

Clothes Washer/Dryer Combo: Motor & Transmission

Wine Cooler: Compressor

Trash Compactor: Motor

14. **DELIVERY/INSTALLATION:** If **Your** original major appliance product was installed by an authorized dealer, as stated on the same purchase receipt as the one provided through the purchase of this **Agreement**, and the Covered Product is deemed irreparable by the Administrator, if **You** receive a replacement product pursuant to these terms and conditions and it is necessary for Us to remove the Covered Product for it to be replaced, We will cover the normal removal and re-installation costs for **Your** replacement product, exclusive of any custom work such as tile, flooring, wall paper, borders, and all parts such as mounting brackets, kits, etc. that may be necessary to complete the installation.

III. WHAT IS NOT COVERED :

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

Monthly Warranty™ - Terms & Conditions

results from abnormal usage of the Covered Product; (S) coin mechanisms.

Specific to Electronics & Appliances: In addition to any applicable exclusions listed above, this **Agreement** only covers the operating condition of the Covered Product and does not cover (1) non-operating or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses; (2) any installed accessory item, e.g., gas or electronic connectors; (3) any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Covered Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power or water supply; water and power connectors and connections; reception or normal signal; (4) Speakers, except surround-sound home theater; remote controls; phonograph cartridges and stylus; headphones; and (5) burned-in image in CRT, PLASMA, LCD or any other type of display.

Specific to Above Ground Pools: In addition to any applicable exclusions listed above, this **Agreement** does not cover damage caused by or due to (1)

Specific to Computers and Peripheral Equipment: In addition to any applicable exclusions listed above, this **Agreement** does not cover damage caused by or due to (1) overheating caused by accumulation of dust, vermin or fan blockage; dropping; food and beverage spills; misuse and abuse; (2) any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges; (3) broken or cracked LCD/display screens in notebooks or other portable monitors; burned-in image in CRT, LCD or any other type of display; application programs; operating software; other software; loss of data or restoration of programs; (4) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this **Agreement** ; and (5) toner and ink cartridges; cables.

Specific to Lawn & Garden Equipment and Power Tools: In addition to the exclusions listed above, this **Agreement** does not cover (1) Normal wear and tear; tune-ups; damage caused by neglect; improper operation; installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer; operation with fuels, oils or lubricants which are not suitable for use with the Covered Product; alteration or removal of parts; water entering engine cylinder(s) through exhaust system or carburetor(s); spark plugs; brake pads or lining; hoses; hose clamps; belts; batteries; shock absorbers; tires; cutting blades; gauge wheels; wheel balancing; alignments; cleaning of fuel and coolant systems; removal of carbon, varnish, sludge, or contaminants; necessary fuel and ignition system calibrations and adjustments; (2) this **Agreement** does not cover repair caused by normal product vibration; routine maintenance; fuses; filters; consumables; bulbs; exterior power cords; cosmetic adjustment or replacement; shell separating or cracking; paint changes; corrosion; rust; (3) this **Agreement** does not cover any repair for grinding of valves to increase compression; oil consumption; stuck rings; shipping or freight; burned valves; tuliped valves; adhesives; shop supplies; road service calls; environmental charges; miscellaneous charges; internal or external corrosion, electrolysis, salt or any other environmental condition; inadequate or improper storage/lay up; loss or damage to optional equipment.

Specific to Fitness Equipment & Other Sporting Goods: In addition to the exclusions listed above, this **Agreement** does not cover (1) failure of non-operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls; (2) Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and (3) products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

Specific to Furniture: In addition to the exclusions listed above, this **Agreement** does not cover (A) defects, stains, or damages caused as a result of, abuse, misuse, physical force or furniture that is in an unserviceable condition; (B) neglect, theft, vandalism or malicious mischief; (C) accidents unless otherwise noted under the Coverage's section; (D) collapse or explosion; (E) spillage of any kind unless otherwise noted under the Coverage section; (F) exposure to weather conditions and/or environmental conditions including, but not limited to: fire, floods, smoke, corrosion, sand, dirt, lightning, explosions; natural disasters; moisture water damage of any kind, whether from fresh water, saltwater or other water intrusion, freezes, storms, wind or windstorm, hail, earthquake, tornados or other acts or God; (G) riot, nuclear radiation, war or hostile action, radioactive contamination; (H) intentional or accidental damage by third parties; (I) sun fade or direct exposure to sunlight, bright light or extreme heat, extreme temperature or humidity changes, atmospheric conditions, any heating process, and/or drying; (J) fungus, mold, mildew, rot or rust; (K) vermin or insects; (L) stain or damage cause by incontinence; (M) any independent services or repair contracts, such as but not limited to plumber, painter or other service or maintenance personnel and/or damage caused by any repair personnel or any owner, employee or third party; (N) damage occurring prior to or during delivery or while

Monthly Warranty™ - Terms & Conditions

furniture is being moved between residences or into or out of storage; (O) pet damage (except bodily fluids as outlined under the Coverage's section); (P) scratches; (Q) appliance malfunctions and any resultant leak there from; (R) any stain, soiling or damage resulting from everyday use or which has built up over time, e.g. hair, body or suntan oils and/or lotions; (S) signs of soiling include darkened areas where the body comes into contact with the furniture (these darkened areas are signs of soil build-up, which is not covered); (T) general maintenance and overall cleaning of the furniture is the consumer's responsibility; (U) damage due to harsh or corrosive chemicals; (V) acids, including without limitation, dyes and inks (except ballpoint), plant food and fertilizer and bleach, gum; (W) any non-operating part or decorative parts such as hinges, knobs, handles, or shelves; (X) coverage under another insurance program; (Y) delivery and/or redelivery and/or loss or damage to the Covered Product while in the course of transit; (Z) design deficiency; (AA) fabrics with "X" cleaning codes and non-colorfast fabrics and leathers; (AB) odors; (AC) variation of the color, or graining of wood or wood products, marble or leather; (AD) split leathers used in seat cushions, back cushions or top or inside arm areas; (AE) natural markings on leather, such as, healed scars, insect bites, brand marks or wrinkles, or suede, and leathers with embossed patterns other than those simulating natural cowhide; (AF) non-bovine leathers, and other buffed leathers; (AG) stains, color loss or damage resulting from cleaning methods or products (detergents, abrasives or other harsh cleaning agents) other than those recommended by the furniture manufacturer; (AH) stone or sand abrasion; (AI) loss or damage resulting from: pre-existing conditions known to **You** ; (AJ) wear related issues, such as but not limited to, fading, wear, seam separation, stress tears, loss of foam resiliency, pilling or fraying of any fabric on all types of furniture; (AK) color loss or cracking and peeling on any leather or vinyl; (AL) splits or bi-cast leather; (AM) furniture that is used for commercial, institutional, outdoor or rental purposes; (AN) Customer's Own Material furniture; (AO) wicker, rattan, and teakwood furniture; (AP) massage chairs; (AQ) stains or damage to suede, split-grain leather hide or exotic leathers; (AR) manufacturer quality issues such as stress tears, fabric flaws, fading, color loss or change, loss of foam or resiliency, cracking and peeling of leather or vinyl, natural leather markings, and defects in design and workmanship; (AS) Stains or damage that occur during assembly, delivery, installation, before furniture is delivered to your residence, while the furniture is located outside of your residence, while the furniture is in storage or being moved to or from storage or between residences; (AT) Wear & Tear caused by repeated use such as scuffing, soiling, hair/body oil, perspiration, surface abrasions, pilling or fraying of fabric, loose joints; (AU) Stains or damage covered under any manufacturer warranty, recall, homeowner, renter or other insurance policy; (AV) Stains or damage caused by structural problems, appliance malfunctions, Acts of God or natural disasters, theft, vandalism or illegal activity (AW) Stains or damage caused by independent contractors.

IN NO EVENT SHALL THE ADMINISTRATOR/OBLIGOR OR ANY OF THE ADMINISTRATOR/OBLIGOR'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

IV. CONDITIONS

- 1. Renewal:** The Replacement Plans are not renewable. Repair Plans may be renewed at Our discretion. To renew **Your** coverage, please call 877.634.0965 on or before the expiration date of this Plan. Renewal prices will reflect the age of the Covered Product, Our current service costs, and Our product repair experience. Renewal prices and periods will be available from the Administrator upon request at time of renewal. Note, not all products are eligible for renewal.
- 2. Transferability:** This **Agreement** is transferable by the original purchaser for the balance of the original term of this **Agreement**. The transfer of this **Agreement** and the Covered Product may be registered by mailing, and providing the date of new ownership, new owner's name, complete address, and telephone number and a check for twenty-five dollars (\$25) payable to New Leaf Service Contracts, LLC within 10 days of product transfer of ownership. The manufacturer's warranty may not be transferrable.
- 3. Territories:** The **Agreement** territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- 4. Subrogation:** If We pay or render service for a loss, We may require **You** to assign Us **Your** rights of recovery against others. We will not pay or render service for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived. **You** will be made whole before We retain any amount We may recover.
- 5. Deductible:** There is no deductible required to obtain service for repair or replacement of the Covered Product.
- 6. Arbitration:** PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO THIS AGREEMENT AND YOUR DEALINGS WITH US MUST BE RESOLVED SOLELY THROUGH BINDING ARBITRATION.

Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, **You**, We, and the Administrator (the "Parties") are irrevocably waiving our rights to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration for resolution. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects

Monthly Warranty™ - Terms & Conditions

interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this **Agreement** by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this **Agreement**, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this **Agreement** between or among the Parties.

YOU AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING YOU FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the "Code"). The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. **You** have a right to attend the arbitration hearing in person. **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 7787879. If **You** initiate arbitration with AAA, **You** must pay any AAA filing fee in effect at the time **You** initiate arbitration. We will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator's services. If We initiate arbitration against **You**, We will pay **Your** filing fee and all costs associated with the arbitration. We shall bear the expense of **Your** reasonable and actual attorney's fees regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of **Your** Claims to be frivolous, **You** shall bear all of **Your** own expenses, including all attorney's fees. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT OR AGREEMENT TO CLASS-ACTION OR REPRESENTATIVE ARBITRATION. THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO AGREEMENT OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS-ACTION OR COLLECTIVE BASIS, BY YOU AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL OR A MEMBER OF A CLASS. THE PARTIES COLLECTIVELY AND YOU, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.

If any portion of this Arbitration Provision is deemed invalid or unenforceable, all the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding **Your** waiver of class-action rights or the Parties' acknowledgement of no agreement as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this **Agreement** or any prior agreement, this Arbitration Provision governs.

YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US VIA CERTIFIED MAIL WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT.

- 7. Cancellation:** This **Agreement** provides a thirty (30) day free look period from the purchase date of the **Agreement**. **You** may cancel this **Agreement** by informing the Selling Retailer of **Your** cancellation request within thirty (30) days from the date of purchase of the

Monthly Warranty™ - Terms & Conditions

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

8. **Entire Agreement:** This is the entire Service **Agreement** between the parties, and no representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this **Agreement**.

INSURANCE

THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY "LYNDON SOUTHERN INSURANCE COMPANY", 10151 DEERWOOD PARK BLVD, BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 877-601-9196, EXCEPT IN GEORGIA WHERE THE OBLIGOR IS INSURED BY "INSURANCE COMPANY OF THE SOUTH", 10151 DEERWOOD PARK BLVD., BLDG., SUITE 500, JACKSONVILLE, FL 32256 877-601-9196, AND EXCEPT IN CALIFORNIA WHERE THE OBLIGOR IS INSURED BY "RESPONSE INDEMNITY COMPANY OF CALIFORNIA", 10151 DEERWOOD PARK BLVD., BLDG., SUITE 500, JACKSONVILLE, FL 32256 877-601-9196 AND EXCEPT IN NEW YORK, RHODE ISLAND AND WISCONSIN WHERE THE OBLIGOR IS INSURED BY "ATLANTIC SPECIALTY INSURANCE COMPANY", 605 NORTH HIGHWAY 169, SUITE 800, PLYMOUTH, MN 55441. IF THE ADMINISTRATOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

FINANCIAL GUARANTEE

IN WASHINGTON, OBLIGATIONS OF THE SERVICE CONTRACT PROVIDER UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER. IF ANY PROMISE MADE IN THE AGREEMENT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT FORTEGRA FINANCIAL CORPORATION AT (800) 888-2738.