



REGISTRATION PAGE

SERVICE CONTRACT HOLDER INFORMATION				CONTRACT #	
NAME (LAST)		(FIRST)			
ADDRESS					
CITY			STATE	ZIP CODE	
CELL PHONE			EMAIL ADDRESS		
COVERED RESIDENCE (This ONLY needs to be completed, if it is different from the Service Contract Holder's Address)					
ADDRESS					
CITY			STATE	ZIP CODE	
SERVICE CONTRACT INFORMATION					
PURCHASE DATE		TERM MONTHS	DWELLING TYPE	COVERED RESIDENCE SQ FOOTAGE	
COVERAGE LEVEL			PURCHASE PRICE		SERVICE CALL FEE
SELLER INFORMATION					
SELLER NAME					
SELLER #			PHONE NUMBER		
ADDRESS					
CITY			STATE	ZIP	
LIENHOLDER/PAYMENT PLAN PROVIDER INFORMATION					

NOTICE TO CUSTOMER: The purchase of this Contract is not required to obtain financing or to purchase any Covered Product(s). This Contract is not an insurance policy, a Warranty, or a guarantee. This Contract does not cover the benefits provided under Seller Warranties required by state law. This Contract represents the entire agreement between You and Us. No person has the authority to change this Contract or to waive any of its provisions. No other written or oral statements apply to this Contract.

INITIAL **MANDATORY WAITING PERIOD:** I understand that coverage under this Contract does not begin until 30 days after the Purchase Date, but the 30 days will be added onto the end of my Contract Term. I understand that a claim cannot be filed during the Mandatory Waiting Period, and any failures that occur during the Mandatory Waiting Period are NOT covered. I understand that pre-existing conditions are NOT covered under any circumstance.

INITIAL **PAYMENT PLAN PROVIDER (optional):** I understand if this Contract was purchased on a Payment Plan, the Seller/Payment Plan Provider shall be entitled to any refunds resulting from cancellation of this Contract for any reason. Failure to make monthly payments in a timely manner may result in cancellation of this Contract; no refund will be due and no claims will be authorized.

By signing below I understand and agree to all of the terms and conditions described in this Contract. I understand that the purchase of this Contract is voluntary and not required for purchasing or financing any Covered Product(s). I understand that certain products, conditions, and events are not covered by this Contract, including any products, conditions, and events specifically excluded throughout this Contract, and/or any products, conditions, and events listed in the Exclusions section of this Contract.

PRIOR AUTHORIZATION MUST BE OBTAINED FROM US PRIOR TO STARTING ANY REPAIRS.

SIGNATURES

SERVICE CONTRACT HOLDER SIGNATURE

DATE

SELLER SIGNATURE

DATE

All services are administered by: **AXIOM PRODUCT ADMINISTRATION INC.**
In New York, all services are administered by: **RNA PROTECTION SERVICES LLC**
In Washington, all services are administered by: **AXIOM ADMINISTRATION SERVICES LLC**
Administrative Address: **1 PROGRESS POINT PARKWAY, SUITE 101, O'FALLON, MO 63368**

For Assistance with Claims or questions, call: **(844) 283-7317**

DEFINITIONS

ADMINISTRATOR: Axiom Product Administration Inc., in New York RNA Protection Services LLC, in Washington Axiom Administration Services LLC, 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368, (844) 283-7317.

ACCIDENTAL DAMAGE FROM HANDLING (ADH): Damage to a Covered Product listed in the Electronics Coverage Level that is caused by accidentally dropping and/or mishandling it. ADH ONLY includes operational, mechanical, and/or electrical failure resulting from this damage. ADH does NOT include damage stemming from theft, mysterious disappearance, misplacement, reckless/abusive/willful/intentional conduct associated with handling/using the Covered Product, cosmetic damage and/or other damage that does not affect its functionality, damage caused during shipment between You and Our Service Providers, or any other limitations listed in the Exclusions section of this Contract. For the purposes of this Contract, accidental damage is defined as a single, unexpected, sudden, and unintentional event and does not include accumulated damage from continual/multiple events. The use of this coverage requires an explanation of where and when the accident occurred, as well as a detailed description of the actual event. For cracked screens on any Covered Product (televisions, laptops, tablets, etc.), coverage is limited to one repair or replacement per Covered Product for the Term of this Contract. **No Covered Product listed in either Home Protection Coverage Level is eligible for this coverage.**

BREAKDOWN: The mechanical or electrical failure of any original or like replacement part/component to perform its intended function(s) due to defects, faulty workmanship in the manufacturing process, the direct result of a power surge, normal Wear and Tear, or Accidental Damage from Handling (ADH), providing it has been properly maintained, as recommended by the manufacturer in the Owner's Manual. **Breakdown does NOT include the gradual reduction in operating performance caused by Wear and Tear, where a failure has not occurred. ADH is ONLY applicable to a Covered Product listed in the Electronics Coverage Level.**

CONTRACT: This service Contract, which You have purchased for Your Covered Product(s).

COST: The reasonable and customary charges for parts and labor necessary to perform Covered Repairs. These charges shall NOT exceed the original Manufacturer's Suggested Retail Price (MSRP) for parts and/or labor allowances derived from nationally recognized labor time allowance publications. Applicable taxes assessed to the Cost will be covered, according to the terms and conditions herein.

COVERAGE LEVEL: The level of coverage that You choose will determine the specific products that will be eligible for coverage, under the terms and conditions of this Contract. Your Coverage Level is listed on the Registration Page of this Contract.

COVERED PRODUCTS: The products listed under the Coverage Level that You selected will be covered.

COVERED REPAIRS: The Covered Products that are eligible for repair, based upon the Coverage Level You choose. At Our discretion, replacement parts used in Covered Repairs may include any parts that are of like, kind, and quality, including non-original equipment manufacturer parts, new parts, re-manufactured parts, or used parts that meet the quality standards of the Service Provider or Us. If a Covered Product cannot be repaired, or if parts are no longer available (or discontinued by the manufacturer), the Covered Product will be replaced with a product of similar quality and features. If a

NO CLAIMS WILL BE PAID FOR SERVICES PERFORMED WITHOUT PRIOR AUTHORIZATION

satisfactory replacement cannot be found, We will make a settlement offer not to exceed the average Cost of a product that is of like, kind, and quality (LKQ) that matches the OEM specifications. **You are responsible for any incurred expenses for any non-covered expenses.** **COVERED RESIDENCE:** The address where the Occupied Residents reside and where the Covered Products are customarily located (Electronics) or permanently located (Home Protection). If You change Your Covered Residence, it is Your responsibility to notify Us. Failure to do so may result in the denial of Your claim. In the event that You wish to obtain coverage for more than one residence, You must purchase additional Contracts.

EFFECTIVE DATE: The date in which Your coverage becomes effective. It is determined by adding the Mandatory Waiting Period to the Purchase Date. **LEMON POLICY:** We reserve the right to replace any Covered Product listed in the Electronics Coverage Level, if that Covered Product requires more than 3 service repairs for the same component, during the Term of this Contract. The replacement product will be of like, kind, and quality that matches the OEM specifications of the original Covered Product. If We replace any Covered Product, all of Our obligations under the terms and conditions of this Contract will be forfeit. Replacement products are NOT eligible for coverage under this Contract.

MANDATORY WAITING PERIOD: A 30 day Mandatory Waiting Period from the Purchase Date applies to all coverage, regardless of which Coverage Level You choose. The Mandatory Waiting Period will be added onto the end of the Contract Term.

OBLIGOR, WE, US, AND OUR: Axiom Product Administration Inc., in New York RNA Protection Services LLC, in Washington Axiom Administration Services LLC, 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368, (844) 283-7317, in Florida Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698.

OCCUPIED RESIDENTS: The person(s) residing with the Contract Holder at the Covered Residence.

OCCURRENCE: The one time use of one Covered Repair.

PRE-EXISTING CONDITION: Any issue that relates or could relate to coverage under this Contract that existed prior to the Effective Date of this Contract. Issues would include any condition that would have been obvious and apparent to You at the time You purchased this Contract.

PURCHASE DATE: The date in which You purchased this Contract. It is listed on the Registration Page in the Service Contract Information section.

SELLER: The entity You purchased Your Contract from, as identified on the Registration Page in the Seller Information section.

SERVICE CALL FEE: The amount You must pay each time You make a claim and have an approved and authorized Covered Repair performed. Your Service Call Fee is listed on the Registration Page of this Contract. If the actual repair Cost is less than the Service Call Fee, You will be responsible for the actual repair Cost and We will in turn cover the Service Call Fee. If the Service Provider requires any amount to be paid up front, at the time of the visit, We will reimburse You the difference according to the terms and conditions of this Contract. The Service Call Fee applies to each call that is scheduled and dispatched including, but not limited to Covered Repairs, non-covered (excluded) repairs, instances where the product cannot be repaired at that time or at all, an appointment that You failed to be present for at the scheduled time, or in the event that

You cancel the service call, once the Service Provider is in route to or at Your Covered Residence. Failure to pay the Service Call Fee may result in suspension or cancellation of Your Contract. If service work performed under this Contract should fail to resolve an issue, We will make the necessary repairs without an additional Service Call Fee for a period of 90 days on parts and 30 days on labor.

SERVICE PROVIDER: An independent contractor that is hired to perform the Covered Repairs provided to You under this Contract. We assume no liability for any consequential damage to any product or property resulting from the rendering of Covered Repairs. Any claims for consequential damage must be filed against the Service Provider. We reserve the right to select the Service Provider, to perform the service(s) required.

TERM: The Term of this Contract is determined by adding the Purchase Date to the Mandatory Waiting Period. Coverage begins after the Mandatory Waiting Period ends and expires upon the expiration of the number of Term Months listed on the Registration Page of this Contract. **Mandatory Waiting Period applies.**

WARRANTY: Any Warranty of the Original Equipment Manufacturer (OEM), a factory refurbished Warranty, or a Repair Facility's guarantee.

WEAR & TEAR: The gradual reduction in Your Covered Product's performance due to regular use, despite being properly maintained.

YOU OR YOUR: The individual named as the Service Contract Holder on the Registration Page.

WHAT YOUR CONTRACT COVERS

Major brands of equipment will be covered under this Contract, subject to the availability of repair parts. Only those items specifically named as covered, under the Coverage Level that You selected, are eligible for coverage. **The items listed as Excluded throughout this Contract and in the Exclusions section are examples and not an all-inclusive list. These listings do NOT, in any way, limit Our right to decline coverage for items not specifically mentioned.**

ELECTRONICS COVERAGE LEVEL

HOME ENTERTAINMENT (includes original remote control(s)):

- Television (LCD, Plasma, or LED)
- Audio/Video Streaming Device
- Virtual Reality Headset
- DVD/Blu-Ray Player
- Portable DVD Player
- Handheld Gaming
- Gaming Console/System
- Home Theater System (may include the receiver, sound bar, speakers, amplifier, subwoofer, and tuner)
- Audio Headphones/Headset

WEARABLES:

- Smart Watch
- Health & Fitness Band

OFFICE PRODUCTS (wired or wireless):

- Personal Computer (PC) – Desktop, Laptop, and/or Tablet
- E-Reader Tablet
- External Monitor
- Printer/Multifunction Printer
- Mouse
- Keyboard
- External Speaker Set
- External Hard Drive
- Router

In order to qualify for coverage, PCs (including Apple products) must be equipped with an Apple Operating System (version OS X (10) or newer and/or Chrome OS), a Windows Operating System (version Windows 7 or newer), or an Android Operating System (version 1.6 or newer).

You are responsible for backing up all computer content including, but not limited to data, files, software, photos, documents, etc. prior to a Covered Repair or replacement. We shall not be responsible for the loss of any unrecoverable items.

SMART HOME:

- Smart Device Hub/Home Controller
- Smart/Bluetooth/Wi-Fi Enabled Speaker(s)
- Smart Thermostat
- Smart Smoke Detector
- Smart Carbon Monoxide Detector
- Smart Door Lock
- Smart Doorbell/Video Doorbell
- Smart Garage Door Opener
- Smart Light Dimmer/Switch/Outlet
- Smart Home Security Camera/Flood Lamp

All of the “Smart” products above must utilize one of the following home networking solutions to be eligible for this Plan: enabled Wi-Fi, ZigBee, Z-Wave, Insteon, or Thread Group.

STANDARD HOME PROTECTION COVERAGE LEVEL

- Built-In Microwave (Includes door interlock electrical switch, touch pad/controller, diode, control board, transformer/inverter, stirrer motor, magnetron fan motor, and related electrical parts.)
- Dishwasher (Includes heating element, pump, thermostat, thermal fuse, washer, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel, and related electrical parts.)
- Garbage Disposal (Includes all mechanical and electrical components and parts, except as noted as Excluded.)
- Kitchen Refrigerator (Includes condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits.)

- Ice Maker – in Refrigerator or Stand Alone model (Includes mold and heater assembly, refill bearing, ice stripper, heating element, microswitch, ejector, wiring harness, ejector motor, mounting module, ejector gear, and lever arm.)
- Range/Oven/Cooktop (Includes surface gas valves, main burner, pilot burner, oven safety valves, burner tubes, spark modules, electric infinite switches, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements, and internal wiring.)
- Kitchen Exhaust Fan(s) (Includes all internal related electrical parts, including belts, fan motors, motors, switches, relays, and control boards.)
- Trash Compactor (Includes removable buckets, lock, and key assemblies.)
- Clothes Washing Machine (Includes water level switch, water inlet valve, water temperature switch, drive basket, brakes, clutch assembly, timer, sequencer, lid switch and actuator, touch pad, control board, power supply, motor, pump coupling, drive belt, and related electrical parts.)
- Clothes Dryer (Includes gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, drive belt, surface limit control, motor, bearings, pulleys, controls, timer, and electrical heating element.)
- Garage Door Opener (Includes all mechanical & electrical components including chain, belts, door arm, trolley, control board, motor, gear assembly and sensors.)
- Doorbell System (Includes all components and parts, except as noted as Excluded.)
- Ceiling Fan(s) (Includes ceiling fan motors and controls (replaced with builder's standard)).
- Central Air Conditioning – Electric ONLY (Includes heat pump(s), condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits.)
- Central Home Heating – Gas or Electric (Includes gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, pressure control, pressure gauge, low water cut-off, sight glass, coupler, power pile, fluid pump, blower, and heat coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat.)
- Ductwork (Includes accessible ductwork from cooling and/or heating unit to point of attachment to registers or grills.)
- Interior Electrical System (Includes all interior AC wiring including receptacles, switches, fuses, and single and two pole breakers.)
- Plumbing System – does NOT include fixtures (Includes all interior plumbing including angle stops, risers, waste vents, p-traps assemblies, and interior hose bibs.)
- Water Heater – Gas or Electric (Includes gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, relief valve, vent damper, and electrical heating element.)

PREMIUM HOME PROTECTION COVERAGE LEVEL

In addition to the items listed in the Standard Home Protection Coverage Level, You will also have coverage for the following:

- Attic Exhaust Fan (Includes motors, switches, controls, bearings, blades, and remote control units.)
- Hot Water Dispenser (Includes all parts and components that affect the operation of the unit, except as noted as Excluded.)
- Free-Standing Freezer (Includes all parts and components that affect the operation of the unit, except as noted as Excluded.)
- Secondary Refrigerator – not including icemaker (Includes condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits.)
- Wine Cooler (Includes condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits.)
- Plumbing Stoppages (Includes clearing sink, bathtub, shower, and toilet stoppages and clearing the mainline drain and sewer stoppages (with unobstructed access, within the confines of the home from the access point), via snaking system. Faucets, fixtures, toilet bowls/tanks, wax ring seals, and toilet mechanisms (within toilet tanks) are also eligible for replacement – replacement can be builders' grade, if necessary.)
- Boiler (Includes all mechanical system components and parts, except as noted as Excluded.)
- Water Softener(s) (Includes all mechanical components and parts for basic single and twin water softener units.)
- Well Pump (Includes all components and parts of well pump utilized for main dwelling only.)
- Septic System (Includes sewage ejector pump, jet pump, aerobic pump, septic tank, and line from house.)
- Central Vacuum System (Includes all mechanical system components and parts, except as noted as Excluded.)
- Programmable Thermostat (Includes electronic or programmable thermostat that works in conjunction with a covered heating system or air conditioning/cooler or built-in wall unit.)
- Spa/Sauna/Hot Tub (Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: heater, pump, motor, filter timer, blower, timer, valves, limited to back flush, actuator, check, and 2 and 3-way valves, relays and switches, pool sweep motor and pump, above ground plumbing pipes, and wiring.)
- Swimming Pool (Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: heater, pump, motor, filter timer, blower, timer, valves, limited to back flush, actuator, check, and 2 and 3-way valves, relays and switches, pool sweep motor and pump, above ground plumbing pipes, and wiring.)

- Additional Air Conditioning Unit – Electric ONLY (includes heat pump(s), condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits.)

ELIGIBILITY

ELECTRONICS:

In order to qualify for Electronics coverage under the terms and conditions of this Contract, a Covered Product **MUST:**

1. have at least 90 days of coverage for both parts and labor, at the time of the product purchase, under either the original manufacturer Warranty or a factory refurbished Warranty.
2. have been purchased within 48 months of the Purchase Date of this Contract.
3. be consumer grade equipment. NO commercially designed products are eligible for coverage.
4. have a valid serial number that You can produce at the time of a claim. Failure to produce a valid serial number at the time of a claim, may result in the claim being denied.

HOME PROTECTION:

In order to qualify for Home Protection coverage under the terms and conditions of this Contract, a Covered Product **MUST:**

1. be located within the confines of the main foundation of the Covered Residence (home or garage), with the exception of the exterior air conditioner, swimming pool, or spa/sauna/hot tub.
2. be in good working order on the Purchase Date of this Contract.
3. be properly maintained. This Contract does NOT cover any costs associated with maintenance.
4. be domestic grade equipment (meaning those items manufactured and marketed solely for use in a residential single-family dwelling). NO commercially designed products are eligible for coverage.
5. have a valid serial number that You can produce at the time of a claim. Failure to produce a valid serial number at the time of a claim, may result in the claim being denied. This does NOT apply to a Covered Product (or system) that is not assigned a serial number.

YOUR RESPONSIBILITIES

PREVENT FURTHER DAMAGE: In the event of a Breakdown, You must take immediate action to prevent further damage to the Covered Product(s). This Contract does NOT cover damage caused by continued operation of the Covered Product(s) in a failing/failed state or the failure to timely repair such a component/product.

MAINTENANCE REQUIREMENTS: In order to receive benefits under the terms and conditions of this Contract, You must keep the Covered Product(s) clean, updated, and serviced according to the manufacturer's recommendations. Failure to maintain a Covered Product properly may result in the claim being denied.

SUBROGATION: If We pay for a repair/replacement, We may require You to assign to Us Your rights of recovery against others. We will not pay for a repair/replacement, if You impair these rights to recover. Your rights to recover from others may NOT be waived. IF THE BREAKDOWN IS COVERED UNDER ANY OTHER OEM, DEALER, DISTRIBUTOR WARRANTY, SERVICE CONTRACT, RECALL, OR REPAIR ADJUSTMENT (“OTHER COVERAGE”), WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.

COVERAGE LIMITS

1. **CONTRACT COVERAGE:** In the event of a Breakdown of a Covered Product, We agree to pay for/reimburse You for the Cost of parts and labor associated with Covered Repairs, to repair or replace a Covered Part/Product less an applicable Service Call Fee, subject to the terms, conditions, and limitations herein.
2. **LIMITS OF LIABILITY:**
 - A. **ELECTRONICS ONLY:** The maximum amount We will pay for any claim on a single Covered Electronics Product is \$1,000.00 or the price You originally paid, whichever is less. The total aggregate for all Electronics claims paid or payable during the Contract Term shall not exceed \$5,000.00.
 - B. **HOME PROTECTION ONLY:** The maximum amount We will pay for any claim on a single Covered Home Protection Product is \$2,000.00 or the price You originally paid, whichever is less. The total aggregate for all Home Protection claims paid or payable during the Contract Term shall not exceed \$15,000.00.
 - C. **ELECTRONICS + HOME PROTECTION:** If You selected a Coverage Level that includes coverage for **BOTH** Electronics & Home Protection, You must abide by the stated limits of liability in items A. and B., but the additive total for **ALL** claims paid or payable during the Contract Term will increase to, but shall not exceed \$20,000.00.

If You meet or exceed the applicable aggregate limit, We will notify You at the time of the claim. In the event You reach an aggregate limit, and the Covered Product requires additional repairs, We will provide You with information on how to get the Covered Product repaired. However, We will NOT be responsible for any Costs related to the repair(s). If You make a claim and the Cost to repair/replace Your Covered Product exceeds the remaining balance of the applicable aggregate limit, We will complete the repair/replacement of Your Covered Product, at Your request. The difference between the Cost and the remaining balance will be Your responsibility. After the repair/replacement is complete, coverage under this Contract will be exhausted and the Contract will terminate, regardless of the duration of time remaining in the Term.

3. **OUR OBLIGATION:** During the Term of this Contract, the Administrator will arrange for an authorized Service Provider to service, repair, or replace Covered Product(s), due to a Breakdown. This Contract provides coverage ONLY for those items specifically listed in the Coverage Level You selected and excludes all other items. Coverage is subject to the limits and conditions specified herein. In addition, service Costs, trip charges, Breakdown charges, inspection fees, diagnostic fees, and/or estimate charges for repairs NOT covered under the terms and conditions of this

Contract are solely Your responsibility. Upon replacement of any Covered Product, We will have no obligation for the replaced product, under this Contract.

EXCLUSIONS

This Contract will **NOT PAY** or reimburse You for anything excluded throughout this Contract or for:

1. ANY CLAIM FOR A REPAIR THAT OCCURS OUTSIDE OF THE UNITED STATES.
2. ANY CLAIM THAT IS NOT REPORTED TO US WITHIN 45 DAYS FROM THE DATE OF THE COMPLETED COVERED REPAIR, REPLACEMENT, OR SERVICE.
3. ANY PRE-EXISTING CONDITION THAT EXISTED PRIOR TO THE PURCHASE DATE OF YOUR CONTRACT. THESE ARE NOT INCLUDED UNDER ANY CIRCUMSTANCE.
4. CONSEQUENTIAL, INCIDENTAL, AND/OR INDIRECT DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO: LOSS OF USE, LOSS OF BUSINESS, LOSS OF MONEY/PROFITS, LOSS OF DATA, LOSS OF TIME, ETC. THIS MAY INCLUDE DELAYS/FAILURES RELATING TO THE EXCLUSIONS HEREIN, SHORTAGES RELATING TO LABOR/MATERIALS/PARTS, DELAYS IN SHIPPING/DELIVERY OF PARTS, AND/OR ANY OTHER CAUSES THAT ARE BEYOND OUR REASONABLE CONTROL. WE ARE ALSO NOT LIABLE FOR ANY ADDITIONAL CHARGES ASSESSED TO YOU FOR THE ACCESS/TRANSPORT OF ANY MATERIALS NEEDED TO FACILITATE ANY REPAIRS, REPLACEMENTS, OR SERVICES.
5. ANY CLAIM FOR A REPAIR/REPLACEMENT THAT WAS NOT PRE-AUTHORIZED BY THE ADMINISTRATOR.
6. ANY CLAIM, IF YOUR PRODUCT IS DESIGNED FOR COMMERCIAL USE.
7. ANY CLAIM, IF YOUR COVERED RESIDENCE IS A PROPERTY LISTED ON A HISTORICAL REGISTER AND/OR USED IN WHOLE OR IN PART FOR BUSINESS PURPOSES SUCH AS, BUT NOT LIMITED TO, DAY CARE, GROUP HOME, REST HOME, CHURCH, SCHOOL, OR SORORITY/FRATERNITY. COMMON AREAS OR ITEMS SHARED BY NON-PURCHASERS OF THIS CONTRACT WILL NOT BE COVERED. COVERAGE IS FOR OCCUPIED RESIDENTS ONLY. THIS CONTRACT ONLY COVERS RESIDENTIAL PROPERTIES, SUCH AS SINGLE FAMILY HOMES, TOWNHOMES, CONDOMINIUMS, ETC.
8. LIABILITY FOR ANY PERSONAL EXPENSES, DAMAGE TO PROPERTY, INJURY, OR DEATH ARISING FROM THE OPERATION OF A COVERED PRODUCT, WHETHER OR NOT THE CAUSE IS RELATED TO A COVERED REPAIR, REPLACEMENT, OR SERVICE.
9. ANY COSTS THAT YOU INCUR THAT EXCEED THE STATED OCCURRENCE LIMITS OR RELATE TO ANY NON-COVERED PARTS, LABOR, TIME, REPAIR, SERVICE, ETC. THAT ARE NOT SPECIFICALLY COVERED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.
10. THE FAILURE OF ANY PART/COMPONENT/PRODUCT NOT COVERED UNDER THIS CONTRACT.

11. ANY REPAIR THAT IS NEEDED, BUT IS CAUSED BY ACCIDENTAL DAMAGE THAT DOES NOT RESULT IN MECHANICAL OR ELECTRICAL FAILURE, IMPROPER INSTALLATION OR SETUP, MISSING PARTS, ANIMAL/PET/PEST DAMAGE, POWER SURGE/FAILURE, STRUCTURAL/PROPERTY DAMAGE, ACTS OF FRAUD, THEFT, LOSS, MISUSE, ABUSE, NEGLIGENCE, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF A SERVICE PROVIDER TO PERFORM PROPER REPAIRS), IMPROPER/UNAUTHORIZED REPAIRS, THE LACK OF PROPER MAINTENANCE, AND/OR USES/ALTERATIONS/MODIFICATIONS TO THE COVERED PRODUCT(S) NOT AUTHORIZED BY ITS MANUFACTURER.
12. COSMETIC DEFECTS/DAMAGE TO NON-OPERATIONAL PARTS THAT DO NOT IMPACT THE OPERATION/PERFORMANCE OF A COVERED PRODUCT. THIS MAY INCLUDE DEFECTS/DAMAGE TO SURFACE/CASING/APPEARANCE PARTS, THE DECORATIVE FINISH, NON-FUNCTIONAL PLASTIC/TRIM/ATTACHMENTS/ACCESSORIES, ETC.
13. ANY DAMAGE CAUSED BY EXTREME CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO: FALLING OBJECTS, LIGHTNING, EARTHQUAKES, SOIL MOVEMENT, FIRE, WINDSTORM, STORM, WIND, HAIL, WATER, FLOOD, LIQUID IMMERSION, CONDENSATION, MOISTURE, FREEZING, VANDALISM, LARCENY, EXPLOSION, MALICIOUS MISCHIEF, INTENTIONAL DESTRUCTION OF PROPERTY, RIOTS, ACTS OF WAR, INSURRECTION, CIVIL DISORDER, TERRORIST ATTACK, NUCLEAR ACCIDENT, CONTAMINATION, CORROSION, DIRT, MOLD, DUST, RUST, SAND, SMOKE, INSECTS OR OTHER ANIMALS, ETC.
14. ANY DAMAGE THAT IS THE RESULT OF A MANUFACTURER DEFECT AND/OR DESIGN FLAW.
15. ANY DAMAGE THAT IS COVERED BY A RETAILER, INSURANCE COMPANY, WARRANTY, OR MANUFACTURER (INCLUDING A MANUFACTURER RECALL CAMPAIGN).
16. ANY INVOICE PRESENTED TO US FOR PAYMENT IN WHICH THE REPAIRS/REPLACEMENTS WERE NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION.
17. ANY CLAIM FOR ANY PART OR REPAIR THAT A SERVICE PROVIDER, REPAIR FACILITY, OR MANUFACTURER RECOMMENDS TO BE REPAIRED, REPLACED, ADJUSTED, OR UPDATED (INCLUDING UPDATING SOFTWARE OR PROGRAMMING), IN CONJUNCTION WITH A COVERED REPAIR WHEN A BREAKDOWN OF THAT PART HAS NOT OCCURRED. THIS INCLUDES MODIFICATION, REPLACEMENT, OR ALTERATION OF ORIGINAL SYSTEMS NECESSITATED BY THE REPLACEMENT OF AN OBSOLETE, SUPERSEDED, REDESIGNED, OR UNAVAILABLE PART.
18. COSTS ASSOCIATED WITH NORMAL PERIODIC OR PREVENTATIVE MAINTENANCE, INSPECTIONS, CLEANING, OR TUNE-UPS, MINOR ADJUSTMENTS/SETTINGS CHANGES (OUTLINED IN THE OWNER'S MANUAL THAT THE USER CAN PERFORM), ANY SERVICE REQUEST THAT ONLY RESULTS IN CUSTOMER EDUCATION OR NO PROBLEM FOUND, AND/OR INSTALLATION/UNINSTALLATION OF ANY COVERED

PRODUCT.

19. ANY PRODUCT(S) THAT ARE NOT OWNED BY YOU INCLUDING, BUT NOT LIMITED TO: LEASED AND RENTED PRODUCTS, PRODUCTS THAT ARE NOT CUSTOMARILY LOCATED IN A PRIVATE RESIDENCE, PRODUCTS THAT HAVE BEEN LOANED TO YOU BY ANOTHER INDIVIDUAL OR COMPANY, ETC.
20. ANY DAMAGE/BREAKDOWN THAT OCCURS WHILE THE COVERED PRODUCT IS IN STORAGE, IN TRANSIT (DELIVERY/REDELIVERY TO OR FROM YOUR COVERED RESIDENCE), OR LOCATED ANYWHERE OTHER THAN IN YOUR COVERED RESIDENCE. THE ONLY EXCEPTION IS WHEN IT IS IN THE POSSESSION OF THE DESIGNATED REPAIR FACILITY.
21. ANY PRODUCT THAT: IS UNDER FACTORY RECALL DUE TO A MANUFACTURER DEFECT OR CLASS ACTION LAWSUIT; NEEDS REPAIRS DUE TO DEFECTS, AS DETERMINED BY THE CONSUMER PRODUCT SAFETY COMMISSION; IS MISMATCHED (SYSTEM THAT CONTAINS INCOMPATIBLE COMPONENTS WITH DIFFERENT CAPACITY RATINGS); HAS BEEN MODIFIED FROM THE ORIGINAL MANUFACTURER DESIGN OR INTENDED APPLICATION; HAS BEEN IMPROPERLY INSTALLED; IS LOCATED OUTSIDE OF THE PERIMETER OF THE MAIN FOUNDATION (SOME EXCEPTIONS MAY APPLY, DEPENDING ON THE COVERAGE LEVEL SELECTED AND THE PRODUCTS COVERED).
22. ANY ALTERATIONS/MODIFICATIONS/UPGRADES TO THE COVERED RESIDENCE THAT ARE NEEDED IN ORDER TO FACILITATE A REPAIR/REPLACEMENT. THIS INCLUDES, BUT IS NOT LIMITED TO: A DIMENSIONAL/DESIGN CHANGE TO A PRODUCT; A CAPACITY DIFFERENCE (OVERSIZED OR UNDERSIZED); INSUFFICIENT/EXCESSIVE WATER PRESSURE; INADEQUATE WIRING; CIRCUIT OVERLOAD; A POWER FAILURE AND/OR SURGE; OR ANY FAILURE TO MEET BUILDING CODES, ZONING REQUIREMENTS, UTILITY REGULATIONS, OR LOCAL/STATE/FEDERAL LAWS OR REGULATIONS. ANY PRODUCT/SYSTEM THAT IS DETERMINED TO BE UNDERSIZED, OVERSIZED, OVERLOADED, INSUFFICIENT, INADEQUATE, IMPERMISSIBLE, IRREPLACEABLE, INACCESSIBLE, OR UNSAFE TO REPAIR/ REPLACE WILL BE EXCLUDED FROM COVERAGE, UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.
23. ANY ADDITIONAL FEES THAT YOU MAY INCUR, AS A RESULT OF HAVING A REPAIR/REPLACEMENT PERFORMED OR AS A RESULT OF A SERVICE PROVIDER'S INABILITY TO PERFORM A REPAIR/REPLACEMENT. THIS INCLUDES, BUT IS NOT LIMITED TO, COSTS ASSOCIATED WITH: THE REMOVAL/DISPOSAL OF OLD PRODUCTS; HAZARDOUS/TOXIC MATERIALS (INCLUDING ASBESTOS AND REFRIGERANT RECLAMATION); ACCESSIBILITY (GAINING/RESTORING ACCESS OR RECONFIGURATION); ANY UPDATES/UPGRADES THAT ARE REQUIRED TO MEET CODES/REGULATIONS/REQUIREMENTS; THE USE OF ANY LIFTING EQUIPMENT, INCLUDING CRANES; THE USE OF DIGGING EQUIPMENT, INCLUDING EXCAVATORS; THE USE OF ELECTRONIC COMPUTERIZED

ENERGY MANAGEMENT SYSTEMS/DEVICES; THE USE OF LIGHTING/APPLIANCE MANAGEMENT SYSTEMS; OR ANY ROT, FUNGUS, MOLD, MILDEW, BIO- ORGANIC GROWTH (EVEN WHEN CAUSED BY OR IS RELATED TO THE MALFUNCTION, REPAIR, OR REPLACEMENT OF A COVERED PRODUCT). ANY FEES ASSOCIATED WITH ADDITIONAL MANPOWER OR EQUIPMENT ARE STRICTLY PROHIBITED FROM COVERAGE.

24. ANY PRODUCT, IF THE SERIAL NUMBER HAS BEEN ALTERED OR REMOVED.
25. ANY PRODUCT THAT WE HAVE ALREADY REPLACED. REPLACEMENT PRODUCTS ARE NOT ELIGIBLE FOR COVERAGE.

The following exclusions specifically pertain to ELECTRONICS:

1. ANY REPAIR THAT IS NEEDED AS A RESULT OF AN ONGOING CONDITION WHERE WE HAVE PREVIOUSLY PROVIDED REPAIR (UP TO THREE TIMES). PLEASE REFER TO THE LEMON POLICY IN THE DEFINITIONS SECTION OF THIS CONTRACT.
2. THE FAILURE OF ANY PART/COMPONENT/PRODUCT NOT COVERED UNDER THIS CONTRACT INCLUDING, BUT NOT LIMITED TO HANDSET BOOSTERS, VISUAL RING INDICATORS, PARTS INTENDED FOR PERIODIC REPLACEMENT (BATTERIES, BULBS, EXTERNAL POWER SUPPLIES, STYLUSES, ANTENNAS, CARTRIDGES, ETC (EXCLUDING ONE ANNUAL LAPTOP BATTERY).
3. SUPPORT AND/OR REPAIRS TO SOFTWARE, DATA OR SOFTWARE OF ANY KIND THAT IS DELETED/DAMAGED DURING A REPAIR OR REPLACEMENT OF A COVERED PRODUCT, OR THE LOSS/DAMAGE OF SOFTWARE DUE TO ANY CAUSE INCLUDING, BUT NOT LIMITED TO: A COMPUTER VIRUS, WORM, TROJAN PROGRAM, ADWARE, SPYWARE, FIRMWARE OR ANY OTHER SOFTWARE PROGRAM, ETC.
4. BURNED-IN IMAGES/PIXEL FAILURE THAT FALLS WITHIN THE ACCEPTABLE PARAMETERS SET FORTH BY THE MANUFACTURER IN THE PRODUCT'S DESIGN SPECIFICATIONS OR THAT DO NOT MATERIALLY ALTER THE PRODUCT'S FUNCTIONALITY.
5. ANY PC THAT CANNOT BE ACCESSED BY THE SERVICE PROVIDER. YOU MUST HAVE ADMINISTRATOR PERMISSIONS (THE ABILITY TO LOGIN), SO THE PC CAN BE ACCURATELY DIAGNOSED AND SOFTWARE CAN BE UPLOADED AND DOWNLOADED BY THE SERVICE PROVIDER, IF NEEDED.

The following exclusions specifically pertain to HOME PROTECTION:

1. THE FOLLOWING PARTS/COMPONENTS FOR A BUILT-IN MICROWAVE: COUNTERTOP UNITS, DOOR GLASS, CLOCKS, FILTERS, DOOR HANDLE, ROTISSERIES, INTERIOR LININGS, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING, ETC.
2. THE FOLLOWING PARTS/COMPONENTS FOR A DISHWASHER: BASKETS, FILTER, HARD WATER DEPOSITS, IRON DEPOSITS, ROLLERS, RACKS, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING, ETC.

3. THE FOLLOWING PARTS/COMPONENTS FOR A GARBAGE DISPOSAL: PROBLEMS AND/OR JAMS CAUSED BY BONES AND FOREIGN OBJECTS OTHER THAN FOOD.
4. THE FOLLOWING PARTS/COMPONENTS FOR A KITCHEN REFRIGERATOR: CHILLED WATER DISPENSING AND RESPECTIVE EQUIPMENT, DEFROST DRAIN TUBES, GASKETS, SEALS, DOORS, ICEMAKERS AND CONTROLS, FILTERS, DOOR HANDLE, FOOD SPOILAGE, MEDIA CENTERS, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING, ETC.
5. THE FOLLOWING PARTS/COMPONENTS FOR AN ICE MAKER: SPRINGS, HINGES, LINERS, BASKETS, RACKS, ROLLERS, HANDLES, SHELVES, ETC.
6. THE FOLLOWING PARTS/COMPONENTS FOR A RANGE/OVEN/COOKTOP: CLOCKS, MEAT PROBE ASSEMBLIES, ROTISSERIES, RACKS, HANDLES, KNOBS, SENSI-TEMP BURNERS, ORIFICES, BURNER CAPS, BURNERS, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, CHIPPING, OR BREAKAGE TO AN OVEN DOOR OR GLASS/CERAMIC COOKTOP, ETC.
7. THE FOLLOWING PARTS/COMPONENTS FOR A KITCHEN EXHAUST FAN: ROOFTOP EXHAUST UNITS, FILTERS, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING, ETC.
8. THE FOLLOWING PARTS/COMPONENTS FOR A TRASH COMPACTOR: ALL OTHER PARTS NOT LISTED AS COVERED IN SECTION B., WHAT YOUR CONTRACT COVERS.
9. THE FOLLOWING PARTS/COMPONENTS FOR A CLOTHES WASHING MACHINE: REMOVABLE MINI-TUBS OR BUCKETS, AGITATOR, WIGWAG, BOOT SEAL, SOAP DISPENSERS, FILTER SCREENS, KNOBS AND DIALS, DAMAGE TO CLOTHING, WATER FLOW RESTRICTIONS DUE TO MINERAL DEPOSITS, DRAWERS, COSMETIC ISSUES, ETC.
10. THE FOLLOWING PARTS/COMPONENTS FOR A CLOTHES DRYER: VENTING, KNOBS AND DIALS, SEALS, DAMAGE TO CLOTHING, LINT SCREENS, DRYER CABINET FRAGRANCE/HUMIDITY CENTER, COSMETIC ISSUES, ETC.
11. THE FOLLOWING PARTS/COMPONENTS FOR A GARAGE DOOR OPENER: CABLES, SPRINGS, HANDLES, WHEELS, WHEEL TRACK, TRACK ASSEMBLY, DOORS, HINGES, REMOTE TRANSMITTERS, FREQUENCY INTERFERENCE, LIGHTS, EXTERIOR MOUNTED KEYPADS, ETC.
12. THE FOLLOWING PARTS/COMPONENTS FOR A DOORBELL SYSTEM: ANY AUDIO/VIDEO SURVEILLANCE SYSTEMS, INTERCOM SYSTEMS, COMPUTER/MONITORS WORKING IN CONJUNCTION WITH THE DOORBELL SYSTEM, ETC.
13. THE FOLLOWING PARTS/COMPONENTS FOR CEILING FANS: REMOTE TRANSMITTER UNITS, LIGHT FIXTURES ON CEILING FANS, REMOVABLE ATTACHMENTS, WALL FANS, ETC.
14. THE FOLLOWING PARTS/COMPONENTS FOR COOLING/HEATING SYSTEMS: GAS AIR CONDITIONING SYSTEMS, WI-FI THERMOSTATS, BASEBOARD CASINGS, COILS, LINE DRIERS, PORTABLE UNITS, REGISTERS, GRILLS, CLOCKS, TIMERS, FLUES AND VENTS,

CONDENSER CASINGS, PORTABLE ELECTRIC AIR CLEANERS, FILTERS, HUMIDIFIERS, SERVICE VALVES, DRIERS, REFRIGERANT, REFRIGERANT LINE SETS, REFRIGERANT RECLAMATION, BELTS, WIRING, WIRING HARNESS, CIRCUIT BREAKERS, DRAINS, PRIMARY AND SECONDARY DRAIN PANS, DRAIN LINE STOPPAGES, ROOF JACKS OR STANDS, CHILLED WATER SYSTEMS, UNIT ACCESSORIES, IMPROPERLY SIZED COOLING SYSTEMS, WALL UNITS NOT DUCTED (WHEN DESIGNED TO BE DUCTED BY THE ORIGINAL MANUFACTURER), SOLAR HEATING SYSTEMS, FIREPLACES, CHIMNEYS, HEAT LAMPS, FUEL STORAGE TANKS, LINERS, FILTERS, IMPROPERLY SIZED HEATING SYSTEMS, EXPANSION TANKS, FREE-STANDING OR PORTABLE HEAT UNITS, ETC. ALL COMPONENTS AND PARTS RELATING TO GEOTHERMAL, WATER SOURCE HEAT PUMPS, AND PELLET STOVES ARE ALSO EXCLUDED.

15. THE FOLLOWING PARTS/COMPONENTS FOR DUCTWORK: INSULATION, ASBESTOS COVERED DUCTWORK, REGISTERS, GRILLS, DAMPERS, IMPROPERLY SIZED DUCTWORK; DIAGNOSTIC TESTING OF OR LOCATING LEAKS TO DUCTWORK, INCLUDING AS REQUIRED BY ANY LAW, REGULATION, ORDINANCE OR CODE OR WHEN REQUIRED DUE TO THE INSTALLATION OR REPLACEMENT OF SYSTEM EQUIPMENT; DUCTWORK OUTSIDE THE PERIMETER OF THE COVERED RESIDENCE OR CRAWL SPACE, COLLAPSED OR CRUSHED DUCTWORK, DUCTWORK DAMAGED BY MOISTURE OR RODENTS/ANIMALS/INSECTS ETC. WE WILL ONLY REPAIR UNOBSTRUCTED AND ACCESSIBLE DUCTWORK. OBSTRUCTIONS INCLUDE, WITHOUT LIMITATION, WALLS, FLOORS, CEILINGS, BUILT-IN APPLIANCES, SYSTEMS, CABINETS, ETC.
16. THE FOLLOWING PARTS/COMPONENTS FOR AN INTERIOR ELECTRICAL SYSTEM: FIXTURES, ATTIC OR WHOLE HOUSE EXHAUST FANS, DOOR BELLS, INTERCOM SYSTEMS, ALARM SYSTEMS, CENTRAL VACUUM SYSTEMS, AUDIO/VIDEO/COMPUTER WIRING OR CABLE, DIRECT CURRENT (DC) WIRING AND SYSTEMS, EXTERIOR WIRING AND COMPONENTS, TELEPHONE WIRING, INADEQUATE WIRING CAPACITY, POWER FAILURE/SHORTAGE OR SURGE, LOW VOLTAGE SYSTEMS (INCLUDING WIRING AND RELAYS), LOAD CONTROL DEVICES, ELECTRICAL GENERATION SYSTEMS, SOLAR ELECTRICAL SYSTEMS, TIMERS, TOUCH PAD ASSEMBLIES, REMOTE CONTROLS, FAILURE CAUSED BY CIRCUIT OVERLOAD, ETC.
17. THE FOLLOWING PARTS/COMPONENTS FOR A PLUMBING SYSTEM: FIXTURES [OR STOPPAGES], ALL PIPING AND PLUMBING OUTSIDE OF THE PERIMETER OF THE FOUNDATION OR BELOW THE FOUNDATION OF THE COVERED RESIDENCE, BATH TUBS, GAS LINES, CAULKING OR GROUTING, TOILETS AND TOILET PARTS, HOLDING AND PRESSURE TANKS, JET PUMPS, LAUNDRY TUBS, LAWN SPRINKLER SYSTEMS, PRESSURE REGULATING DEVICES, CONDITIONS OF EXCESSIVE OR INSUFFICIENT WATER PRESSURE, EXTERIOR HOSE BIBS, WATER SUPPLY LINES TO THE REFRIGERATOR, SEWAGE BACKUP, ETC. WE ARE NOT RESPONSIBLE FOR ANY REPAIR WORK WHICH MUST BE EXECUTED TO ACCESS INTERIOR LINES OR PIPES. IF YOU SELECTED

THE PREMIUM PLAN, SOME OF THESE EXCLUSIONS MAY NOT APPLY. PLEASE REFER TO EXCLUSION 46. FOR ADDITIONAL INFORMATION.

18. THE FOLLOWING PARTS/COMPONENTS FOR A WATER HEATER: SOLAR WATER HEATERS, OIL-FIRED WATER HEATERS, SECONDARY HOLDING OR STORAGE TANKS, ANODE RODS, NOISE, THERMAL EXPANSION TANKS, FUEL STORAGE TANK, HEAT RECOVERY UNITS, FLUES, PIPING, INSULATION, T&P DISCHARGE LINES, ETC.
19. THE FOLLOWING PARTS/COMPONENTS FOR AN ATTIC FAN: ALL OTHER PARTS NOT LISTED AS COVERED IN SECTION B., WHAT YOUR CONTRACT COVERS, INCLUDING, BUT NOT LIMITED TO BELTS, SHUTTERS, FILTERS.
20. THE FOLLOWING PARTS/COMPONENTS FOR A HOT WATER DISPENSER: LEAKS AND/OR BREAKS OF ANY KIND, RUST, MOLD, CORROSION, ETC.
21. THE FOLLOWING PARTS/COMPONENTS FOR A FREE-STANDING FREEZER: ICEMAKERS, CRUSHERS, DISPENSERS, AND RELATED EQUIPMENT; INTERNAL SHELL, RACKS, SHELVES, GLASS AND/OR GLASS DISPLAYS, LIGHTS, KNOBS AND CAPS, DIALS, DOORS, DOOR HANDLES, DOOR HINGES, DOOR SEALS AND GASKETS, CONDENSATION PANS, CLOGGED DRAINS AND/OR CLOGGED LINES, GRATES, FOOD SPOILAGE, REFRIGERANT AND/OR DISPOSAL AND RECAPTURE OF REFRIGERANT, ETC.
22. THE FOLLOWING PARTS/COMPONENTS FOR A SECONDARY REFRIGERATOR: CHILLED WATER DISPENSING AND RESPECTIVE EQUIPMENT, DEFROST DRAIN TUBES, GASKETS, SEALS, DOORS, ICEMAKERS AND CONTROLS, FILTERS, DOOR HANDLE, FOOD SPOILAGE, MEDIA CENTERS, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING, ETC.
23. THE FOLLOWING PARTS/COMPONENTS FOR A WINE COOLER: KITCHEN REFRIGERATOR, INSULATION, RACKS, SHELVES, LIGHTS, BEVERAGE DISPENSERS AND RESPECTIVE EQUIPMENT, DEFROST DRAIN TUBES, GASKETS, SEALS, DOORS, ICEMAKERS AND CONTROLS, FILTERS, DOOR HANDLE, FOOD/BEVERAGE SPOILAGE AND REFRIGERANT CAPTURE, RECLAIM AND DISPOSAL, MEDIA CENTERS, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING, ETC.
24. THE FOLLOWING PARTS/COMPONENTS FOR A PLUMBING STOPPAGE: ALL OTHER COMPONENTS NOT LISTED AS COVERED IN SECTION B., WHAT YOUR CONTRACT COVERS, INCLUDING, BUT NOT LIMITED TO COSTS ASSOCIATED WITH INSTALLING/LOCATING/ ACCESSING CLEANOUTS (NOT FOUND OR INACCESSIBLE), STOPPAGES CAUSED BY A COLLAPSED/DAMAGED/FROZEN/BROKEN DRAIN, VENT, OR SEWER LINE LOCATED INSIDE OR OUTSIDE OF THE COVERED RESIDENCE'S MAIN FOUNDATION, STOPPAGES DUE TO ROOTS OR FOREIGN OBJECTS, LINES BROKEN/INFILTRATED/OTHERWISE STOPPED BY ROOTS (EVEN IF WITHIN THE COVERED RESIDENCE'S MAIN FOUNDATION), ACCESS THROUGH ROOF VENTS, SEPTIC TANKS, SEWER BACKUPS, ETC.

NO CLAIMS WILL BE PAID FOR SERVICES PERFORMED WITHOUT PRIOR AUTHORIZATION

25. THE FOLLOWING PARTS/COMPONENTS FOR A BOILER: COMPONENTS WHICH ARE PART OF THE HEATING SYSTEM AND NOT PART OF THE BOILER, INCLUDING BUT NOT LIMITED TO WATER FEEDERS, THERMOSTATS, RELAYS, ZONE VALVES, EXPANSION TANKS, PIPING, VALVES, FITTINGS, EXTERNAL WIRING, ADDITIONAL CIRCULATORS, ETC.
26. THE FOLLOWING PARTS/COMPONENTS FOR A WATER SOFTENER: ALL OTHER COMPONENTS NOT LISTED AS COVERED IN SECTION B., WHAT YOUR CONTRACT COVERS, INCLUDING, BUT NOT LIMITED TO ANY AND ALL TREATMENT/PURIFICATION/ODOR CONTROL/ IRON FILTRATION COMPONENTS AND SYSTEMS, DISCHARGE DRYWELLS, FAILURE DUE TO EXCESSIVE WATER PRESSURE OR FREEZE DAMAGE, NOISE, FAILURES DUE TO MINERAL AND/OR SEDIMENT, RESIN BED REPLACEMENT, SALT, ETC.
27. THE FOLLOWING PARTS/COMPONENTS FOR A WELL PUMP: HOLDING OR STORAGE TANKS, DIGGING, LOCATING PUMP, PUMP RETRIEVAL, RE-DRILLING OF WELLS, WELL CASINGS, PRESSURE TANKS, PRESSURE SWITCHES AND GAUGES, CHECK VALVE, RELIEF VALVE, DROP PIPE, PIPING OR ELECTRICAL LINES LEADING TO OR CONNECTING PRESSURE TANK AND MAIN DWELLING INCLUDING WIRING FROM CONTROL BOX TO THE PUMP, BOOSTER PUMPS, WELL PUMP AND WELL PUMP COMPONENTS FOR GEOTHERMAL WATER SOURCE HEAT PUMPS, ETC.
28. THE FOLLOWING PARTS/COMPONENTS FOR A SEPTIC SYSTEM: LEACH LINES, FIELD LINES, LATERAL LINES, TILE FIELDS AND LEACH BEDS, INSUFFICIENT CAPACITY, CLEAN OUT, PUMPING, SEWAGE BACKUP, ETC.
29. THE FOLLOWING PARTS/COMPONENTS FOR A CENTRAL VACUUM SYSTEM: DUCTWORK, HOSES, BLOCKAGES, AND/OR ACCESSORIES.
30. THE FOLLOWING PARTS/COMPONENTS FOR A PROGRAMMABLE THERMOSTAT: ALL OTHER PARTS NOT LISTED AS COVERED IN SECTION B., WHAT YOUR CONTRACT COVERS.
31. THE FOLLOWING PARTS/COMPONENTS FOR A SWIMMING POOL/SPA/SAUNA/HOT TUB: PORTABLE OR ABOVE GROUND POOLS/ SPAS, CONTROL PANELS AND ELECTRONIC BOARDS, LIGHTS, LINERS, FILTER, GASKETS, MAINTENANCE, STRUCTURAL DEFECTS, SOLAR EQUIPMENT, JETS, ORNAMENTAL FOUNTAINS, WATERFALLS AND THEIR PUMPING SYSTEMS, POOL COVER AND RELATED EQUIPMENT, FILL LINE AND FILL VALVE, BUILT-IN OR DETACHABLE CLEANING EQUIPMENT SUCH AS – BUT NOT LIMITED TO – POOL SWEEPS AND POP UP HEADS, TURBO VALVES, SKIMMERS, CHLORINATORS, AND IONIZERS, FUEL STORAGE TANKS, DISPOSABLE FILTRATION MEDIUMS, CRACKED OR CORRODED CASINGS, GRIDS, CARTRIDGES, HEAT PUMP, SALT WATER SYSTEMS, ETC.
32. THE FOLLOWING PARTS/COMPONENTS FOR ADDITIONAL COOLING SYSTEMS: GAS AIR CONDITIONING SYSTEMS, WI-FI THERMOSTATS, BASEBOARD CASINGS, COILS, LINE DRIERS, PORTABLE UNITS,

REGISTERS, GRILLS, CLOCKS, TIMERS, FLUES AND VENTS, CONDENSER CASINGS, PORTABLE ELECTRIC AIR CLEANERS, FILTERS, HUMIDIFIERS, SERVICE VALVES, DRIERS, REFRIGERANT, REFRIGERANT LINE SETS, REFRIGERANT RECLAMATION, BELTS, WIRING, WIRING HARNESS, CIRCUIT BREAKERS, DRAINS, PRIMARY AND SECONDARY DRAIN PANS, DRAIN LINE STOPPAGES, ROOF JACKS OR STANDS, CHILLED WATER SYSTEMS, UNIT ACCESSORIES, IMPROPERLY SIZED COOLING SYSTEMS, WALL UNITS NOT DUCTED (WHEN DESIGNED TO BE DUCTED BY THE ORIGINAL MANUFACTURER), ETC.

HOW TO MAKE A CLAIM

In the event You need a repair/replacement, You may contact the Administrator for the appropriate, authorized service center. You should notify the Administrator, as soon as the problem is discovered. Call the toll-free number at (844) 283-7317 [or go online to www.4repairs.net]. All repairs must be authorized by the Administrator **BEFORE ANY WORK IS COMMENCED**. Claims for unauthorized repairs may be denied. You may be asked to provide a credit card number, prior to service being performed. If You refuse service on a Covered Product, You will be responsible for the servicer's applicable charges. Please provide this Contract or Contract number, when required and possible.

ELECTRONICS:

SERVICE OPTIONS (based on availability):

- a. Carry-In: Where available, Covered Products may be hand-delivered and picked-up by You at an authorized service center, during normal business hours.
- b. Shipping: We will send a pre-paid shipping label for You to ship Your Covered Product(s) that have experienced a Breakdown. You are responsible for providing appropriate packaging for shipping. Your Covered Product(s) must be properly protected with bubble wrap and/or other protective materials. We are not responsible for and have no liability for any product damaged during shipping. Your repaired product(s) will be shipped back to You at no charge.
- c. In-Home: A Service Provider will schedule an appointment at Your Covered Residence to repair the Covered Product(s). If the Covered Product(s) cannot be repaired at Your Covered Residence for any reason or has to be replaced, the service technician may opt to remove the Covered Product(s) from Your Covered Residence. If this happens, the repaired product(s) will be shipped back to You at no charge.

Within 45 days of the completed Covered Repair, You must provide the Administrator with any required documents by mailing them to: Axiom Product Administration Inc., 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368.

Pre-authorization is granted based on the information You provide. If any documentation submitted does not substantiate the information provided during the authorization call, Your claim may be denied. The amount authorized by the Administrator is the maximum amount that will be paid for repairs/replacements covered under this Contract. Any additional amounts

must receive prior authorization from the Administrator, BEFORE ANY WORK IS COMMENCED.

In the event You need a repair/replacement OUTSIDE OUR NORMAL BUSINESS HOURS, You may either elect to wait for authorization or proceed with the repair/replacement. If You proceed with the repair/replacement without prior authorization from the Administrator, You will be reimbursed for incurred expenses in accordance with all terms, conditions, exclusions, and restrictions of this Contract. In order to be eligible for reimbursement, 1) the damaged part(s) must be retained for inspection upon request, and 2) You must contact the Administrator within 2–3 business days. If You are not able to contact the Administrator within this timeframe, it may impact reimbursement consideration. You will be responsible for repair, replacement, or service Costs, if it is determined that the issue was not a Covered Repair under this Contract. All claim documentation must be received within 45 days of a completed Covered Repair to be eligible for payment.

HOME PROTECTION:

Upon Your request for service, We will contact an authorized Service Provider within 2 days DURING NORMAL BUSINESS HOURS and 4 days on weekends and/or holidays. The authorized Service Provider will contact You to schedule a mutually convenient appointment. The Administrator will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If You should insist that a Service Provider performs any non-emergency service/repair/replacement outside of normal business hours, You will be solely responsible for payment of any additional fees and/or overtime charges. The Administrator has the sole and absolute right to select the Service Provider. You will be responsible for a Service Fee, for any Service Provider that is dispatched.

Within 45 days of the completed Covered Repair, You must provide the Administrator with any required documents by mailing them to: Axiom Product Administration Inc., 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368.

Pre-authorization is granted based on the information You provide. If any documentation submitted does not substantiate the information provided during the authorization call, Your claim may be denied. The amount authorized by the Administrator is the maximum amount that will be paid for repairs/replacements covered under this Contract. Any additional amounts must receive prior authorization from the Administrator, BEFORE ANY WORK IS COMMENCED.

EMERGENCY REPAIR: In the event of an Emergency Repair OUTSIDE NORMAL BUSINESS HOURS, You may either elect to wait for authorization or proceed with the repair. Emergency Repair involves loss of heating, cooling, plumbing, a substantial loss of electrical service, or any other covered condition, which renders a dwelling uninhabitable temporarily. You should take all reasonable steps, including, but not limited to, vacating the premises and/or contacting the proper authority, when necessary. You should then notify the Administrator by calling (844) 283-7317 or emailing

[urgent@fortegra.com]. Appliance failure is NOT considered an emergency. If You proceed with the Emergency Repair without prior authorization from the Administrator, You will be reimbursed for incurred expenses in accordance with all terms, conditions, exclusions, and restrictions of this Contract. In order to be eligible for reimbursement, 1) the damaged part(s) must be retained for inspection upon request, and 2) You must contact the Administrator within 2–3 business days. If You are not able to contact the Administrator within this timeframe, it may impact reimbursement consideration. You will be responsible for repair, replacement, or service Costs, if it is determined that the issue was not a Covered Repair under this Contract. All claim documentation must be received within 45 days of a completed Covered Repair to be eligible for payment.

CANCELLATION

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time. To cancel, You must submit a written request to the Seller or the Administrator. If You cancel this Contract within the first 30 days of the Purchase Date, We will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 30 days of the Purchase Date, We will refund the unearned Contract Purchase Price to You, less a \$50 administrative fee and less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis.
- 2. CANCELLATION BY US:** We may cancel this Contract during the first 30 days of the Purchase Date for any reason. After 30 days of the Purchase Date We may cancel this Contract based on one or more of the following reasons:
 - (a) non-payment of the Contract Purchase Price;
 - (b) a material misrepresentation made by You; or
 - (c) a substantial breach of duties by You relating to a Covered Product or its use.If We cancel this Contract within 30 days of the Purchase Date, We will refund you 100% of the Contract Purchase Price. If We cancel after 30 days of the Purchase Date, We will refund the unearned Contract Purchase Price to you less a \$50 administrative fee, and less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis.
- 3. LIENHOLDER RIGHTS:** If a Lienholder is listed on the Registration Page, then the Lienholder will be named on the refund check. If this Contract has been financed, the Lienholder shown on the Registration Page may cancel this Contract for non-payment and has the right to receive any portion of the refund amount. This right of cancellation does not confer ownership of this Contract to the Lienholder or otherwise entitle the Lienholder to performance under this Contract.

TRANSFER

This Contract is non-transferable.

OBLIGATIONS

Obligations under this Contract are insured under an insurance policy issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, except in Georgia, New York, and Wisconsin.

In Georgia, the Obligor insured under an insurance policy issued by the Insurance Company of the South, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738.

In New York and Wisconsin, the Obligor insured under an insurance policy issued by the Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738.

If the Obligor fails to pay an authorized claim within 60 days, or if the Obligor becomes insolvent or ceases to conduct business during the Term of this Contract, You may submit Your claim directly to the applicable insurer at the above address for consideration.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Dispute Resolution/Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Contract), You, We, and the Administrator (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Dispute Resolution/Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this Contract, including but not limited to claims related to the underlying transaction giving rise to this Contract, claims related to the sale or fulfillment of this Contract, and claims against any third-party (including the Seller and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this Contract or the underlying transaction or the sale or fulfillment of this Contract (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the

NO CLAIMS WILL BE PAID FOR SERVICES PERFORMED WITHOUT PRIOR AUTHORIZATION

Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, 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 or related in any way to this Contract.

The Parties agree and acknowledge that the transaction evidenced by this Contract affects interstate commerce. The Parties further agree that all issues relating to this Dispute Resolution/Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Dispute Resolution/Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Contract shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER: All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any

purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a “Class Action”). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity’s claims and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons’ or entities’ Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a “de novo” standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Contract shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and 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. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/ her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. 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.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Dispute Resolution/Arbitration Agreement and Class Action Waiver and the other provisions of this Contract or any other agreement, this Dispute Resolution/ Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION: YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN 30 DAYS OF THE PURCHASE OF THIS CONTRACT (THE DATE OF

PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLER). To opt out, You must send written notice to either: (1) 1 Progress Point Parkway, Suite 101, O'Fallon, MO, 63368, Attn: Legal or (2) legal@axiomadmin.com, with the subject line, "Arbitration Opt Out." You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Contract; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

PRIVACY POLICY

Axiom Product Administration Inc. is committed to user privacy. For information on how we collect, use, and disclose Your personal information, please review our Privacy Policy at <https://www.axiomadmin.com/privacy-policy>.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT

The additional fee that is required for coverage under this Contract is completely separate from the purchase price You paid for the Covered Product(s). Therefore, this Contract shall have no bearing on Your decision to purchase the Covered Product(s). Furthermore, the Administrator of this Contract is NOT the supplier of the Covered Product(s). Consequently, this Contract is NOT a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this Contract is NOT subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

LIMITATION OF LIABILITY

This Contract does NOT cover correcting or upgrading any part, system, product, or electronic equipment in order to comply with any federal, state or local laws, regulations, ordinances, utility regulations, etc., or to meet any changes in efficiency requirements and/or building or zoning code requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation, or ordinance. We are NOT responsible for service, when permits cannot be obtained, nor will We pay any costs relating to permits.

THIS CONTRACT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACTS OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY, SELLER OR MANUFACTURER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS CONTRACT OR ANY COVERED PRODUCT.