



DROP AND SPILL PLAN
This Membership is not a Contract of Insurance

Please read this **Membership** carefully, as it describes the protection **You** will receive in return for **Your** payment of the purchase price of this **Membership**. **You** must keep this **Membership**, **Your** sales invoice and receipt for the product **You** purchased. They are integral parts of this **Membership** 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 **Membership**, or **Your** sales receipt or invoice to determine the term of this **Membership**, whether **You** purchased a Replacement Plan, Repair Plan or Labor Only Plan, and if there is a deductible required to obtain service under this **Membership**.

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

I. DEFINITIONS

- (1) **"Obligor", "We", "Us" and "Our"**: The company obligated under this **Membership** is **4warranty Corporation**, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville Florida 32256 (800) 867-2216), in all states except in Florida, Louisiana and Oklahoma where it is **LYNDON SOUTHERN INSURANCE COMPANY**, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698 and in Wisconsin where it is **The Service Doc**, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738.
- (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 877.659.6518.
- (4) **"Selling Retailer"**: The entity selling the **Covered Product** and this **Membership**.
- (5) **"Covered Product"**: The consumer product that **You** purchased concurrently with and is covered by this **Membership**.

II. ELIGIBILITY

The protection offered under this Benefit is among the most dependable and comprehensive available. This Benefit covers products purchased as new from Adorama, and manufactured for use in the United States, which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States. In order to be eligible for the Benefit, the manufacturer's original warranty must provide at least 90 days parts and labor coverage. This Benefit covers mechanical and electrical failures that would normally be covered by the original manufacturer's written warranty, unless otherwise stated in the Exclusions from Coverage section of this document. Coverage only applies to products used non-commercially. Accessories and/or add-on options purchased separately and not essential to the basic function of the covered product are not eligible for coverage. Only products purchased at Adorama are eligible for coverage under the Benefit. There is no deductible under this Benefit.

IIIB. COVERAGE

Adorama VIP Membership Benefit: The Benefit provides a one (1) year extension of the manufacturer's warranty for products purchased from Adorama during the VIP Membership term. Products purchased before or after the VIP Membership term are not eligible for coverage under the Benefit. Coverage under this Benefit begins upon the expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and/or labor warranty, and continues for one (1) year. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. After each portion or all of the manufacturer's warranty expires, This Benefit will furnish replacement parts and/or labor only necessary to restore your covered product to standard manufacturer's operating condition. If service is required because of product failure during normal usage, the Administrator/Obligor has the option to repair the defective product or replace it with a product of equal or similar features and functionality, though not necessarily the same brand. A replacement part or product may be new or refurbished.

- (1) **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 **Membership**. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS **MEMBERSHIP** ARE **YOUR** RESPONSIBILITY.
- (2) **HOW TO REQUEST SERVICE:** To request service for the **Covered Product**, contact the **Administrator** toll-free at 877.659.6518, or go online to www.newleafsc.net. 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 **Membership**, 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. To receive service, **You** must submit a picture of the product's screen along with an E-Tech Diagnostic Test Results.
- (3) **SERVICE DELIVERABLES:** **You** will receive service on the **Covered Product** as described below:
 - Carry-In:** Unless otherwise provided in this **Membership**, 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 **Membership**, 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 **Membership**, and are **Your** responsibility.

Depot Service: If depot service is included with Your **Membership** We will provide 3-way shipping to and from a depot service center of **Our** choice.

Reimbursement: If **We** reimburse **You** for rental expense or accidental damage as noted in the "COVERAGE For Lawn & Garden Equipment and Power Tools" section under "Repair Plan", **You** are responsible for paying the rental or repair service facility directly for rentals, any repairs, replacement parts, diagnosis fees, trip charges, sales tax and installation. **How to file a reimbursement claim:** **You** must call **Us** at 877.634.0964 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**.

- (4) **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.
- (5) **ACCIDENTAL DAMAGE IN HANDLING ("ADH"):** If purchased, the **Covered Product** is protected against accidental damage in handling such as drops and liquid spills. This **Membership** 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 **Membership**. For the purpose of this **Membership**, 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 **Membership**. 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**.

IV. 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 **Membership** 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 **Membership**; 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 employing over 10 people 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 **Membership**; (R) any breakdown or condition that results from abnormal usage of the **Covered Product**.

Specific to Electronics: In addition to any applicable exclusions listed above, this **Membership** 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;(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 Computers and Peripheral Equipment: In addition to any applicable exclusions listed above, this **Membership** 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 **Membership**; and (5) toner and ink cartridges; cables.

Specific to Furniture: In addition to the exclusions listed above, this **Membership** 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 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 stimulating natural cowhide; (AF) non-bovine leathers, nubuck and other buffed leathers; (AG) stains, color loss or damage resulting from cleaning methods or products (detergents, abrasives or other harsh cleaning agents) other than those recommended by the furniture manufacturer; (AH) stone or sand abrasion; (AI) loss or damage resulting from: pre-existing conditions known to **You**; (AJ) wear related issues, such as but not limited to, fading, wear, seam separation, stress tears, loss of foam resiliency, pilling or fraying of any fabric on all types of furniture; (AK) color loss or cracking and peeling on any leather or vinyl; (AL) splits or bi-cast leather; (AM) furniture that is used for commercial, institutional, outdoor or rental purposes.

Specific to Home Automation: In addition to the exclusions listed above, this **Membership** does not cover any loss, repairs or damage caused by or resulting from: (A) pre-existing conditions incurred or known to you (pre-existing means a condition prior to Plan issuance); (B) any repair covered by a manufacturer's warranty or any insurance; (C) installation, or improper installation; or improper installation of customer replaceable components, modules, parts or peripherals; (D) damage or failure due to causes beyond our control such as environmental conditions, exposure to weather conditions or acts of nature including, but not limited to: fire, floods, smoke, sand, dirt, lightning, moisture, water damage, freezes, storms, wind, windstorm, hail, earthquake, animal or insect infestation, etc.; (E) damage or failure caused by riot, nuclear radiation, war, hostile action, or radioactive contamination, etc.; (F) battery failure or leakage; (G) collision, collapse, or explosion; (H) liquid spillage of any kind; (I) signal reception, transmission problems resulting from external causes, interruption of electrical service, loss of power, improper use of electrical/power, power "brown-out", power overload or power surge (unless covered in the Special Features section of this document); (J) neglect, misuse, abuse, intentional damage, malicious mischief, theft, mysterious disappearance, vandalism or accidental damage; damage cause by dropping (K) rust, corrosion, warping, bending, etc.; (L) damage, warping, bending or rusting of any kind to the housing, cabinetry, outside casing or frame of the product; (M) any non-operating part, including but not limited to plastic, or decorative parts such as hinges, knobs, door liners, glass, handles, masks, rack rollers, shelves, etc.; (N) loss of or repair to components within the product not originally covered by the manufacturer's warranty; (O) failure to product attachments not provided by the manufacturer or included in the original sale; (P) loss of or repair to components that are considered expendable or consumer replaceable items and are designed to be consumed during the life of the covered product such as but not limited to, lamps, bulbs, tubes, cords, wiring, cables, fuses, keypads, switches, connectors, batteries, etc.; (Q) failure to reset timer after a lamp replacement; (R) exploding or dimming lamps; (S) repairs for cosmetic damage or imperfections or to structural items when they do not impact operational performance of the covered product; (T) non-failure problems including but not limited to noises, squeaks, etc.; (U) operational errors on the part of the consumer; (V) unauthorized repairs, adjustments, manipulation or modifications made by anyone other than an authorized service technician; (W) normal periodic or preventative maintenance, user education, set up adjustments, cleanings or any resultant malfunction or damage of or to an operating part of the covered product from failure to provide manufacturer's recommended maintenance or operation/storage of the covered product in conditions outside manufacturer specifications or use of a covered product in such a manner as would void coverage under the manufacturer's warranty or that are used in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications; (X) software and software related problems or damage resulting from (Y) any damage to recording media including any program, data or setup resident on any mass storage devices, (Z) products subject to a manufacturer recall or rework to repair design or component deficiencies, improper construction, manufacturer error, etc. regardless of the manufacturer's ability to pay for such repairs; (AA) **Covered Products** with removed or altered serial numbers; (AB) consequential damages or delay in rendering service under this Plan, or loss of use or data during the period the covered product is at an authorized repair facility or otherwise awaiting parts; (AC) television or imperfections including burned-in images, in resolution/failure, pixel burnout or other image failure not in accordance with the manufacturer's specifications and/or minimum display standards; (AD) control adjustments made to televisions to enhance screen image quality; (AE) Plasma Televisions in use at or above 6,000 feet above sea level unless specifically designed for use above that altitude; (AF) products used in applications that require continuous business and/or commercial operation, or are used for, industrial, educational or public use purposes or offered on a rental basis; (AG) equipment sold without a manufacturer's warranty or "as is." (AH) removal or disposal of this product in order to comply with EPA disposal requirements; (AI) hardware (converter boxes) for converting analog television signals to digital television signals or for any repairs or modifications as a result of the unavailability of analog broadcasting.

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 MEMBERSHIP DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

V. CONDITIONS

- A. **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.
- B. **Deductible:** There is no deductible required to obtain service for repair or replacement of the **Covered Product**.
- C. **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 MEMBERSHIP 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 Membership to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this **Membership** affects 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 **Membership** by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this **Membership**, 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 Membership 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 Membership 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) 778-7879. 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 MEMBERSHIP TO CLASS-ACTION OR REPRESENTATIVE ARBITRATION. THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO MEMBERSHIP 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 (Paragraph 3) or the Parties' acknowledgement of no Membership as to class arbitration (Paragraph 8) 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 **Membership** or any prior Membership, this Arbitration Provision governs.

YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS MEMBERSHIP 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 MEMBERSHIP.

- D. **Cancellation:** You may cancel this Membership for any reason within 15 days of purchase as long as there are no open or paid claims against the contract.

INSURANCE

THE OBLIGOR UNDER THIS MEMBERSHIP IS INSURED BY "LYNDON SOUTHERN INSURANCE COMPANY", 10151 DEERWOOD PARK BLVD, BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN GEORGIA WHERE THE OBLIGOR IS INSURED BY "INSURANCE COMPANY OF THE SOUTH", 10151 DEERWOOD PARK BLVD., BLDG., SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, 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 (800) 888-2738 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.

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 **Membership**, and are **Your** responsibility.

Depot Service: If depot service is included with Your **Membership** We will provide 3-way shipping to and from a depot service center of **Our** choice.

Reimbursement: If **We** reimburse **You** for rental expense or accidental damage as noted in the "COVERAGE For Lawn & Garden Equipment and Power Tools" section under "Repair Plan", **You** are responsible for paying the rental or repair service facility directly for rentals, any repairs, replacement parts, diagnosis fees, trip charges, sales tax and installation. **How to file a reimbursement claim:** **You** must call **Us** at 877.634.0964 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**.

- (4) **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.
- (5) **ACCIDENTAL DAMAGE IN HANDLING ("ADH"):** If purchased, the **Covered Product** is protected against accidental damage in handling such as drops and liquid spills. This **Membership** 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 **Membership**. For the purpose of this **Membership**, 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 **Membership**. 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**.

IV. 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 **Membership** 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 **Membership**; 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 employing over 10 people 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 **Membership**; (R) any breakdown or condition that results from abnormal usage of the **Covered Product**.

Specific to Electronics: In addition to any applicable exclusions listed above, this **Membership** 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;(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 Computers and Peripheral Equipment: In addition to any applicable exclusions listed above, this **Membership** 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 **Membership**; and (5) toner and ink cartridges; cables.

Specific to Furniture: In addition to the exclusions listed above, this **Membership** 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 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 stimulating natural cowhide; (AF) non-bovine leathers, nubuck and other buffed leathers; (AG) stains, color loss or damage resulting from cleaning methods or products (detergents, abrasives or other harsh cleaning agents) other than those recommended by the furniture manufacturer; (AH) stone or sand abrasion; (AI) loss or damage resulting from: pre-existing conditions known to **You**; (AJ) wear related issues, such as but not limited to, fading, wear, seam separation, stress tears, loss of foam resiliency, pilling or fraying of any fabric on all types of furniture; (AK) color loss or cracking and peeling on any leather or vinyl; (AL) splits or bi-cast leather; (AM) furniture that is used for commercial, institutional, outdoor or rental purposes.

Specific to Home Automation: In addition to the exclusions listed above, this **Membership** does not cover any loss, repairs or damage caused by or resulting from: (A) pre-existing conditions incurred or known to you (pre-existing means a condition prior to Plan issuance); (B) any repair covered by a manufacturer's warranty or any insurance; (C) installation, or improper installation; or improper installation of customer replaceable components, modules, parts or peripherals; (D) damage or failure due to causes beyond our control such as environmental conditions, exposure to weather conditions or acts of nature including, but not limited to: fire, floods, smoke, sand, dirt, lightning, moisture, water damage, freezes, storms, wind, windstorm, hail, earthquake, animal or insect infestation, etc.; (E) damage or failure caused by riot, nuclear radiation, war, hostile action, or radioactive contamination, etc.; (F) battery failure or leakage; (G) collision, collapse, or explosion; (H) liquid spillage of any kind; (I) signal reception, transmission problems resulting from external causes, interruption of electrical service, loss of power, improper use of electrical/power, power "brown-out", power overload or power surge (unless covered in the Special Features section of this document); (J) neglect, misuse, abuse, intentional damage, malicious mischief, theft, mysterious disappearance, vandalism or accidental damage; damage cause by dropping (K) rust, corrosion, warping, bending, etc.; (L) damage, warping, bending or rusting of any kind to the housing, cabinetry, outside casing or frame of the product; (M) any non-operating part, including but not limited to plastic, or decorative parts such as hinges, knobs, door liners, glass, handles, masks, rack rollers, shelves, etc.; (N) loss of or repair to components within the product not originally covered by the manufacturer's warranty; (O) failure to product attachments not provided by the manufacturer or included in the original sale; (P) loss of or repair to components that are considered expendable or consumer replaceable items and are designed to be consumed during the life of the covered product such as but not limited to, lamps, bulbs, tubes, cords, wiring, cables, fuses, keypads, switches, connectors, batteries, etc.; (Q) failure to reset timer after a lamp replacement; (R) exploding or dimming lamps; (S) repairs for cosmetic damage or imperfections or to structural items when they do not impact operational performance of the covered product; (T) non-failure problems including but not limited to noises, squeaks, etc.; (U) operational errors on the part of the consumer; (V) unauthorized repairs, adjustments, manipulation or modifications made by anyone other than an authorized service technician; (W) normal periodic or preventative maintenance, user education, set up adjustments, cleanings or any resultant malfunction or damage of or to an operating part of the covered product from failure to provide manufacturer's recommended maintenance or operation/storage of the covered product in conditions outside manufacturer specifications or use of a covered product in such a manner as would void coverage under the manufacturer's warranty or that are used in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications; (X) software and software related problems or damage resulting from (Y) any damage to recording media including any program, data or setup resident on any mass storage devices, (Z) products subject to a manufacturer recall or rework to repair design or component deficiencies, improper construction, manufacturer error, etc. regardless of the manufacturer's ability to pay for such repairs; (AA) **Covered Products** with removed or altered serial numbers; (AB) consequential damages or delay in rendering service under this Plan, or loss of use or data during the period the covered product is at an authorized repair facility or otherwise awaiting parts; (AC) television or imperfections including burned-in images, in resolution/failure, pixel burnout or other image failure not in accordance with the manufacturer's specifications and/or minimum display standards; (AD) control adjustments made to televisions to enhance screen image quality; (AE) Plasma Televisions in use at or above 6,000 feet above sea level unless specifically designed for use above that altitude; (AF) products used in applications that require continuous business and/or commercial operation, or are used for, industrial, educational or public use purposes or offered on a rental basis; (AG) equipment sold without a manufacturer's warranty or "as is". (AH) removal or disposal of this product in order to comply with EPA disposal requirements; (AI) hardware (converter boxes) for converting analog television signals to digital television signals or for any repairs or modifications as a result of the unavailability of analog broadcasting.

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 MEMBERSHIP DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

V. CONDITIONS

- A. **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.
- B. **Deductible:** There is no deductible required to obtain service for repair or replacement of the **Covered Product**.
- C. **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 MEMBERSHIP 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 Membership to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this **Membership** affects 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 **Membership** by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this **Membership**, 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 Membership 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 Membership 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) 778-7879. 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 MEMBERSHIP TO CLASS-ACTION OR REPRESENTATIVE ARBITRATION. THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO MEMBERSHIP 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 (Paragraph 3) or the Parties' acknowledgement of no Membership as to class arbitration (Paragraph 8) 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 **Membership** or any prior Membership, this Arbitration Provision governs.

YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS MEMBERSHIP 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 MEMBERSHIP.

- D. **Cancellation:** You may cancel this Membership for any reason within 15 days of purchase as long as there are no open or paid claims against the contract.

INSURANCE

THE OBLIGOR UNDER THIS MEMBERSHIP IS INSURED BY "LYNDON SOUTHERN INSURANCE COMPANY", 10151 DEERWOOD PARK BLVD, BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN GEORGIA WHERE THE OBLIGOR IS INSURED BY "INSURANCE COMPANY OF THE SOUTH", 10151 DEERWOOD PARK BLVD., BLDG., SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, 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 (800) 888-2738 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.