HOME SERVICE AGREEMENT

This is a Home Service Agreement, not an insurance policy. This Home Service Agreement, hereinafter referred to as the "Agreement", is issued by the entity listed for your state on the Plan Coverage Summary Page. Such entity is hereinafter referred to as the "Issuing Company", or "we", "us", and/or "our". The owner of the home covered by this Agreement is hereinafter referred to as "you" and/or "your".

IMPORTANT INFORMATON ABOUT YOUR PLAN COVERAGE SUMMARY:

> **Your Plan Coverage Summary page is attached to and is part of this Agreement. It is important to review because your coverage includes only certain mechanical failures of the specific items listed as covered on your Plan Coverage Summary page. Coverage is subject to the limitations and conditions specified in this Agreement.**

This Agreement has provisions for the use of final and binding arbitration to resolve disputes and otherwise limits the remedies available to you. Please see the DISPUTE RESOLUTION section for more information about arbitration.

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I. Terminology to Know

- "**Electrical Surge**" means a burst of excessive electricity on a circuit which can lead to the failure of and/or acceleration of the wear and tear on electrical products, appliances, devices or systems. May be caused by natural or man-made events including lightning strikes, power returning after an outage or wildlife interfering with power lines, and Covered Items cycling on and off.
- "**Qualified Service Provider**" is defined as a licensed trade specialist involved in assessing or repairing damage to the covered items located within the covered residence.
- "**Covered Items**" means electronic equipment that is owned by you and located within the interior of Your Primary Residence.
- "**Loss**" means the sudden and accidental physical loss caused directly by lightning or an increase of artificially generated electrical current from outside of the home.
- "**Replacement Value**" means the amount an item is determined to be worth based on its market value, age and condition at the time of Loss.
- "**Failure**" occurs when a covered item becomes inoperable and unable to perform its designed function, subject to the limitations and conditions set forth herein. **Failure is not covered if it is due to: conditions that existed prior to Agreement effective date; lack of routine care and maintenance; and/or misuse unless noted otherwise.**
- "**Domestic-grade**" items are those that were manufactured and marketed solely for installation and use for a residential single-family dwelling.

- "**Proper Operating Condition**" means the item/system was correctly located within the home, was properly installed to code at the time of installation, was fully connected, was capable of successfully performing all operations commensurate with the manufacturer's original design intention, and did not pose any hazard to life or property.

II. When Your Coverage Applies

This Agreement covers only Failures relating to the parts and components of those Domestic-Grade Covered Items that were in Proper Operating Condition on the Agreement effective date.

The Covered Item will be deemed to have been in Proper Operating Condition on the Agreement effective date if it was correctly located within the home, was properly installed to code at the time of installation, was fully connected, was capable of successfully performing all operations commensurate with the manufacturer's original design intention, and did not pose any hazard to life or property.

Determination of the operating condition as of Agreement effective date, and the nature of any failure, will be made by us based upon the professional opinion of our direct employees, considering but not limited to, our Qualified Service Provider diagnosis.

III. Requesting and Receiving Service

1. To report an incident we are available twenty-four hours a day, seven (7) days a week **online at my.cinchhomeservices.com or by phone at 1-844-627-6010.**

The following describes the claims process that must be followed in order to seek reimbursement for repairs or replacement costs:

a. You must notify us within thirty (30) days of an Electrical Surge incident to request a claim form be sent to you. The claim form must be completed in full and returned with a copy of a Qualified Service Provider's invoice within thirty (30) days from your receipt of claim form. We reserve the right in all cases to decide if a particular service provider is qualified. The invoice must be on business letterhead including name, address and telephone number of the Qualified Service Provider and must include a complete description of damages and associated repair charges.

If a covered item cannot be repaired, we will reimburse you for the Replacement Value of the claimed covered item(s) subject to applicable incident limits, your annual caps and other restrictions, as applicable, and as indicated herein.

b. All diagnostic fees to determine that damage is due to Electrical Surge are payable by you directly to the Qualified Service Provider and will be reimbursed by us as long as those diagnostic fees are aligned with average market rate. We will not repair or reimburse you for repairs or replacements without completion of the indicated claim process.

IV. Details About What's Covered

This Agreement provides service for only for those Items specifically listed as being covered on your Plan Coverage Summary Page. **An additional fee may be required for additional coverage. Some items may not be available under all plans or in every state.**

This coverage is not available in the following states: AK, CA, GA, HI, ME, MS, OH, OR & VT.

Repair or replacement of residential electronics or other electrical Covered Items within your residence that fail due to the normal wear and tear of Electrical Surges.

The Electrical Surge can be caused by natural or man-made events including lightning strikes, power returning after an outage or wildlife interfering with power lines, and Covered Items cycling on and off.

1. **Surge Protect℠**

COVERED		NOT COVERED	
• Air Conditioning Unit • Attic Fan • Audio Tuner/Receiver • Amplifier • Backup Battery Charger • Built-In Grill • Ceiling Fan • Central Vacuum	• Home Theater Speaker Package • Keyboard • Gaming System • Microwave • Monitors • Mouse • Networking Devices Modem	• Cell Phone • Coffee Maker • Gaming Controller • Headphones	• Remote • Small Home Appliances • Smart Watch • Storage Device

SAMPLE

• Clothes Dryer • Clothes Washer • Cooktop • Digital Camera • Digital Media Receiver • Dishwasher • Document Scanner • Docking Station • DVD/DVR/BluRay Player • External CD/DVD • External Hard drive • Food Processor • Free Standing Ice Maker • Freezer • Gaming System • Garage Door opener • Heating System • Home Theater Component Battery Pack Cooling Fan Power Distribution Speaker Package	Router WIFI Extender • Personal Computing Chromebook Desktop Laptop Netbook Tablet • Printers • Projector System • Range • Range Exhaust Hood • Refrigerator • Satellite Radio • Satellite Receiver • Security System • Speakers/Subwoofer • Television • Trash Compactor • Virtual Machine • Wall Oven • Water Heater • WIFI Enabled Monitoring Device		
Repair or replacement is covered up to the limit shown on your Agreement Coverage Summary Page. The available annual cap limits are **$500, $1,000, $1,500, $2,000, $5,000 and $10,000**. **Repair or replacement cost must be $100 or more.**			

V. General Exclusions and Limitations

1. **This Agreement does not cover any Items not specifically named as covered on your Plan Coverage Summary.**

2. **This Agreement shall not cover any Item(s) if they are:**
   - **mismatched (systems or service lines with incompatible components or with different capacity ratings);**
   - **modified from the original manufacturer design or application;**
   - **previously, or subsequently, determined to be defective by the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials and/or formulas, manufacturing process or any other manufacturing defect;**
   - **improperly installed.**

3. **This Agreement does not cover any costs associated with:**
   - **upgrades, components, parts, or equipment required due to the incompatibility of any existing equipment with the replacement system, service line or component, or part thereof;**
   - **construction, carpentry, or other modifications made necessary by the existing equipment or installing different equipment;**
   - **any upgrades or modifications to comply with federal, state, and local law, code, regulation, or ordinance. All such costs are your responsibility.**

4. **This Agreement does not cover the following:**
   - **fees associated with the removal and/or disposal of (1) damaged covered items, (2) service lines and/or (3) components;**
   - **any fees or any costs, including but not limited to disposal fees arising from hazardous or toxic material, or asbestos.**

5. **This Agreement does not cover repair or replacement of systems or components classified by the manufacturer as commercial-grade.**

6. **This Agreement does <u>not</u> cover costs for (except as otherwise specified in this Agreement):**

SAMPLE

- **construction, carpentry, dimensional or design change, or other modifications necessary to remove, relocate or install equipment;**
- **providing or closing access to covered items;**
- **equipment to gain access or permit serviceability such as but not limited to scaffolding;**
- **restoration of any wall or floor coverings, cabinets, counter tops, tiling, paint or the like;**
- **failure to meet building code(s), zoning requirements, utility regulations;**
- **failure to comply with local, state or federal laws or regulations;**
- **compliance with federal, state, and/or local law, code, regulation, or ordinance;**
- **for testing required by state or local municipalities, such as but not limited to, load calculation or duct certification;**
- **for additional charges to access or transport materials, supplies, or independent contractors to the covered property, such as but not limited to: tolls, required use of ferries, or barges**

7. **This Agreement does not cover any costs incurred to gain access to a Covered Item in situations where there is not adequate capacity or space for serviceability caused by, but not limited to, walls, floors, ceilings, permanently installed fixtures, cabinets, snow/ice covered areas, flooded areas, or personal property. In the event it is necessary to open walls, floors, or ceilings, or to move such fixtures, cabinets, or personal property to perform a diagnosis or service, we are not responsible for restoring such openings, items, or property.**

8. **This Agreement does not cover any incidental, consequential, special, and/or punitive damages, and you agree to waive any and all claims for such damages, arising from, resulting from and/or related to the failure of any item or system, including, but not limited to, food spoilage, loss of income, additional living expenses, and/or any loss, damage, cost or expense directly or indirectly arising out of or resulting from, or in any manner related to mold, mildew, mycotoxins, fungus, bacteria, viruses, condensation, wet or dry rot and/or other property damage.**

9. **This Agreement does not cover repairs or replacements of any item covered by other insurance, warranties or guarantees, including but not limited to, manufacturer's, contractor's, builder's, distributor's, or in-home warranties. Our coverage is secondary to such insurance, warranties, or guarantees.**

10. **This Agreement does not cover any failure when the Covered Item has been repaired, modified, disabled or adjusted in any way which prevents us or our Qualified Service Provider's from inspecting, diagnosing and/or repairing the failure. If you authorize or perform any improper alterations, installations or repairs, or improperly modify any system, service line or component covered by this Plan, or damage it in the course of remodeling or repair, we will no longer be obligated to cover such item(s).**

VI. Limitation of Liability

1. We are not responsible for incidental, consequential, special, and/or punitive damages and you agree to waive any and all claims for such damages, arising from, resulting from and/or related to the failure of any item or system, including, but not limited to, food spoilage, loss of income, additional living expenses, and/or other property damage.

2. We are not liable for any damages that result from an independent contractor's service, delay in providing service or failure to provide service. We are not liable for any incidental, consequential, special, and/or punitive damages, whether caused by negligence or any other cause, and you agree to waive any and all claims for such damages, arising from, resulting from or related to any independent contractor's service, delay in providing service or failure to provide service, including, but not limited to, damages, resulting from delays in securing parts and/or labor, the failure of any equipment used by an independent contractor, labor difficulties, and/or the negligent, tortuous and/or unlawful acts or omissions of any independent contractor.

VII. Cancellation Information

1. You may cancel this Agreement by telephone or in writing within 30 days of the coverage effective date for a full refund of the contract fees paid if no claim has been made. The right to cancel this Agreement as provided in this paragraph is not transferable. A ten percent (10%) penalty per month will be added to any refund required under this paragraph, including any accrued penalties, which are not paid or credited within 30 days after you cancel this Agreement.

2. You may cancel this Agreement within 30 days of the coverage effective date if a claim has been made, or at any time thereafter, at which time you may be entitled to a refund of unearned contract fees paid based on the short rate schedule less a processing fee of twenty-five dollars ($25) and less the cost of any services performed pursuant to the Agreement, where permitted by law. If claims have been paid, we may bill you for the lesser of the net amount due to us or the unpaid annual term contract fee we will bill or charge you any balance owed to us through the same mechanism as any previous installment billings, or we will direct bill you if such a mechanism is not available.

SAMPLE

3. We may terminate this Agreement immediately, after any applicable notice provisions, for non-payment, fraud or material misrepresentation. If we terminate for fraud or material misrepresentation, this Agreement is void and we shall refund all paid contract fees if no claims have been made. If a claim has been made, we will follow normal cancellation procedures as outlined in this section.

4. In the event you threaten to harm or actually harm the safety or well-being of: (I) the company (II) any employee of the company; (III) an independent contractor; or (IV) any property of the company or the independent contractor, you will be in breach of this Agreement. In the event you breach this or any other obligation under this Agreement, we may refuse to provide service to you and may cancel this Agreement immediately.

VIII. Dispute Resolution

1. **ARBITRATION**: All disputes, controversies or claims of any sort, arising out of or in any way relating to this Agreement, its negotiation, and the Services provided pursuant to it, whether based in contract, tort, regulation, or any other legal or equitable theory (collectively "Disputes"), shall be resolved at the consumer's choice by settlement, or final and binding arbitration, or in and through a small claims court having jurisdiction over such Disputes. Arbitration shall be conducted within the geographical limits of the applicable federal district court where the Covered Property is located, or such other location upon which both parties mutually agree, and administered by a mutually agreed upon arbitration service. The Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association or similar such rules (the "Arbitration Rules") in effect at the time arbitration is demanded by either party shall govern the arbitration proceeding and the selection of one neutral arbitrator to preside over the proceeding. The arbitrator is empowered to decide all Disputes and all questions related to the enforceability and scope of these Dispute Resolution provisions, including but not limited to the validity, interpretation and applicability of these Dispute Resolution Provisions. Additionally, this transaction involves interstate commerce, and these Dispute Resolution provisions shall be governed by the Federal Arbitration Act, as amended (9 USC 1). No arbitration may proceed on a class or representative basis, and the arbitrator may not consolidate any arbitration proceeding governed by these Dispute Resolution Provisions with any other person's arbitration proceeding, and may not otherwise preside over any form of a representative or class proceeding. Under the Arbitration Rules, although each party is required to pay certain administrative and arbitrator fees, the amount the consumer may be required to pay is limited. Each party to arbitration is responsible for its own attorney's fees, if the party chooses to be represented by an attorney.

2. **CLASS ACTION AND JURY TRIAL WAIVER:** Each party to this Agreement may bring a Dispute against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Each party gives up or waives any right it may have to have any Disputes between them resolved by a jury.

IX. Other Conditions

1. **Term.** Coverage under this Agreement commences on the effective date specified on the Agreement Coverage Summary Page and expires twelve (12) month(s) from Agreement effective date**.**

2. **Renewal. Where permitted by state law, this Agreement may automatically renew <u>at the sole and exclusive option of the Issuing Company</u> for successive twelve (12) month(s). In the event the Issuing Company elects to renew this Agreement, you will be notified of any rate and/or coverage changes, not less than thirty (30) days prior to the expiration of the current Agreement term and commencement of the renewal term.**

3. **Assignment.** In the event of assignment or transfer of title of the covered property, this Agreement may be assigned and/or transferred at our option, where permitted by state law and when the applicable fee has been paid. We reserve the right to charge a transfer fee not to exceed twenty-five dollars $25.

4. **Installment Billing.** In certain cases you may be permitted, at our sole and exclusive discretion, to pay for your coverage on an installment basis. Should you suffer a Surge failure covered by this Agreement at a time when there are unpaid installments due from you, whether or not such payments are due or overdue, we reserve the right to deduct all or any portion of any unpaid amounts from the amount of loss covered by this Agreement for such incident, or to require payment of the entire remaining unpaid balances prior to covering the loss for you as we deem necessary or desirable. Our failure to exercise any such right on one occasion shall not be deemed a waiver of such right on other occasions.

5. **Waiver.** Should we waive any of our contractual rights; such waiver will not constitute a future waiver of said rights.

SAMPLE

6. **Disclosure.** The price of the Agreement includes the full amount of all fees due and payable as well as the costs of processing and administration for the Issuing Company and its agents where allowable by law. Any applicable state or local sales taxes are in addition to the price of the Agreement.

7. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between you and us and supersedes all prior agreement and understandings, oral or written, which may have been made with respect to the Agreement and its subject matter. Except as provided herein, all other warranties, expressed or implied, are hereby disclaimed.

9. **Issuing Company.** All plans are issued by HomeSure Services, Inc., except in the following states where they are issued by the identified entity: in AL, AZ, FL, IL, IA, MA, NV, NH, NM, NY, NC, OK, SC, TX, UT, VT, WA, WI and WY by HomeSure of America, Inc.; in CA by HomeSure Protection of California, Inc.; in VA and OR by HomeSure of Virginia, Inc. Plans are administered by Cinch Home Services, Inc., OR CCB #202158, IN C.P.D. Reg. No. - T.S. R2707, and services are provided by independent contractors.

10. **Corporate/Administrative Office.** P.O. Box 811720, Boca Raton, FL 33481-1720, 954-835-1900.

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APPLIANCE BUYLINE® DISCOUNT BUYING SERVICE TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL ENROLLEES OF THE APPLIANCE BUYLINE DISCOUNT BUYING SERVICE (THE "SERVICE") AND SHALL BE BINDING ON ALL ENROLLEES UPON COMPLETION OF ENROLLMENT IN THE SERVICE.

1. **THE SERVICE**: The Service is offered by Cinch Home Services, Inc. as an additional benefit to enrollees in certain of its and its affiliates and subsidiaries' home products (collectively Cinch Home Services). Through the Service, enrollees are given direct access to third-party merchants' ("Participating Merchants") websites through which enrollees can purchase appliances at discounted prices compared with the manufacturer and/or Participating Merchant's suggested retail prices. All products offered to enrollees in the Service are determined solely and exclusively by the Participating Merchants, and all prices and discounts advertised on the Participating Merchants' websites for the products offered are determined solely and exclusively by the Participating Merchants. All purchases made by enrollees through the Service are made directly between the enrollee and the Participating Merchant and must be approved by the Participating Merchant. All terms and costs of delivery and/or installation of any product(s) purchased through the Service are determined solely and exclusively by the Participating Merchant and the enrollee. The Service shall not participate in the selection, purchase, payment, delivery, or installation of any product by any enrollee from any Participating Merchant. The Service reserves the sole and exclusive right to determine which merchants may participate in the Service.

2. **ENROLLMENT**: To enroll in the Service, you must contact the Service at 800-475-9679 or by email to questions@appliancebuyline.com. Once enrolled, you will be provided with the necessary information to access Participating Merchants' websites, including any required authorization codes necessary to access the websites. Depending on the Participating Merchant, you may also be required to register with the Participating Merchant before accessing the merchant's website and/or purchasing any products. All enrollees in the Service who access and/or register with a Participating Merchant's website are subject to all terms and conditions established by that Participating Merchant in addition to the Terms and Conditions set forth herein.

3. **MERCHANDISE ORDERS**:

   a. When you order a product from a Participating Merchant, the purchase is completed solely and exclusively between you and the Participating Merchant. Neither the Service nor Cinch Home Services is the merchant, vendor, supplier, or manufacturer of any product. Neither the Service nor Cinch Home Services maintain inventory for any products, or take title to the product. In addition to the terms and conditions set forth herein, all orders placed with a Participating Merchant are subject to the terms and conditions of the Participating Merchant with which the order is placed as well as any terms and conditions imposed by the manufacturer.

   b. All purchases made through the Service must be completed with a credit card unless otherwise permitted by the Participating Merchant. You must check with each Participating Merchant to determine which credit cards they accept.

4. **CANCELLATION AND RETURN POLICY ON MERCHANDISE ORDERS**:

   a. All cancelations of any orders placed with a Participating Merchant are subject to and must comply with the terms, conditions and policies of the Participating Merchant with which the order was made. You must contact the Participating Merchant directly to effectuate any cancellation.

   b. All returns of items purchased through the Service from a Participating Merchant and delivered to you are subject to and must comply with the terms, conditions and policies of the Participating Merchant from whom the product was purchased. You must contact the Participating Merchant directly to effectuate any return.

5. **AVAILABILITY OF MERCHANDISE**: The Service and Cinch Home Services do not guarantee the availability of any product. The availability of any product is determined solely and exclusively by the Participating Merchants.

6. **WHO MAY USE**: You and immediate members of your family living in your household may use the Service for the purpose of purchasing home appliances for your and your immediate family's personal use. You may not use the Service to purchase appliances for the purpose of reselling them. You may not disclose any information you learn from accessing any Participating Merchant's website to any person or entity except as necessary to fulfill the buy-sell relationship between you and the Participating Merchant. You may not give any other person access to any Participating Merchant's website or purchase appliances through the Service on behalf of anyone other than yourself or your immediate family members living in your household. You agree to notify the Service if you become aware of any unauthorized use of the Service. Any violation of these limitations may result in the immediate termination of your enrollment in the Service and/or termination of your right to access Participating Merchants' websites.

7. **LIMITS OF LIABILITY**:

   a. THE SERVICE, CINCH HOME SERVICES, AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES DISCLAIM AND ASSUME NO LIABILITY AS A SELLER OF ANY PROUCTS INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR ANY DEFECTIVE PRODUCTS, INCLUDING WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY SUCH DEFECTIVE PRODUCTS, DELAY IN DELIVERY OF PRODUCTS FOR ANY REASON WHATSOEVER, DELIVERY OF THE WRONG PRODUCT, NEGLIGENCE IN CONNECTION WITH THE DELIVERY AND/OR INSTALLATION OF A PRODUCT, AND NEGLIGENCE OF A PARTICIPATING MERCHANT, AND YOU AGREE TO WAIVE ANY AND ALL SUCH CLAIMS AS AGAINST THE SERVICE, CINCH HOME SERVICES AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES.

   b. THE SERVICE, CINCH HOME SERVICES AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES FURTHER EXPRESSLY DISCLAIM AND ASSUME NO LIABILITY FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND YOU AGREE TO WAIVE ANY AND ALL CLAIMS FOR SUCH DAMAGES. THE SERVICE, CINCH HOME SERVICES AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES LIABILITY TO YOU SHALL IN NO EVENT EXCEED THE AMOUNT OF THE FEE PAID BY YOU FOR THE SERVICE.

SAMPLE

c. THE SERVICE, CINCH HOME SERVICES AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS CONTAINED IN ANY WEBSITE, PUBLICATION OR GUIDE PRODUCED AND PROVIDED TO YOU BY THE SERVICE, CINCH HOME SERVICES OR THEIR PARENTS, SUBSIDIARIES OR AFFILIATES OR FOR ANY ERRORS OR OMISSIONS CONTAINED IN ANY PARTICIPATING MERCHANT'S WEBSITE, PUBLICATIONS OR GUIDES. INFORMATION IN ANY SUCH PUBLICATIONS, GUIDES AND/OR WEBSITES REGARDING PRODUCT MANUFACTURERS, MODEL NUMBERS, PRICES, ACCESS NUMBERS AND PROCEDURES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

8.**WARRANTY DISCLAIMER**: TO THE EXTENT PERMITTED BY LAW, THE SERVICE, CINCH HOME SERVICES AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES MAKE NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD BY ANY PARTICIPTING MERCHANT, INCLUDING ANY WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING BY CUSTOM OR TRADE USAGE.
YOU ARE ENTITLED ONLY TO THE MANUFACTURER AND/OR PARTICIPATING MERCHANT'S PRODUCT AND SERVICE WARRANTIES SET FORTH IN THE DOCUMENTATION AND INFORMATION PROVIDED BY THE MANUFACTURER AND/OR PARTICIPATING MERCHANT. THESE WARRANTIES SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY IN EQUITY OR AT LAW FOR DEFECTIVE PRODUCTS OR SERVICES.

9.**CHANGES IN TERMS AND CONDITIONS**: The Service reserves the right to change the terms and conditions of this Agreement at any time. Benefits may vary from those stated here, and are subject to change without prior notice.

10. **GOVERNING LAW**: These Terms and Conditions, and the rights and obligations stated hereunder, shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws provisions.

11. **DISPUTE RESOLUTION: 1. ARBITRATION:** All disputes, controversies or claims of any sort, arising out of or in any way relating to this Agreement, its negotiation, and the Services provided pursuant to it, whether based in contract, tort, regulation, or any other legal or equitable theory (collectively "Disputes"), shall be resolved at the consumer's choice by settlement or final and binding arbitration or in and through a small claims court having jurisdiction over such Disputes. Arbitration shall be conducted within the geographical limits of the applicable federal district court where the Covered Property is located, or such other location upon which both parties mutually agree. The Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (the "Arbitration Rules") in effect at the time arbitration is demanded by either party shall govern the arbitration proceeding and the selection of one neutral arbitrator to preside over the proceeding. The arbitrator is empowered to decide all Disputes and all questions related to the enforceability and scope of these Dispute Resolution provisions, including but not limited to the validity, interpretation and applicability of these Dispute Resolution Provisions. Additionally, this transaction involves interstate commerce, and these Dispute Resolution provisions shall be governed by the Federal Arbitration Act, as amended (9 USC 1). No arbitration may proceed on a class or representative basis, and the arbitrator may not consolidate any arbitration proceeding governed by these Dispute Resolution Provisions with any other person's arbitration proceeding, and may not otherwise preside over any form of a representative or class proceeding. Under the Arbitration Rules, although each party is required to pay certain administrative and arbitrator fees, the amount the consumer may be required to pay is limited. Each party to arbitration is responsible for its own attorney's fees, if the party chooses to be represented by an attorney. **2. CLASS ACTION AND JURY TRIAL WAIVER:** Each party to this Agreement may bring a Dispute against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Each party gives up or waives any right it may have to have any Disputes between them resolved by a jury.

12. **ASSIGNMENT**: You may not assign or delegate any of your rights or obligations under this Agreement without the written consent of the Service and subject to the authorization of Participating Merchants in accordance with their respective terms, conditions and policies.

13. **ENTIRE AGREEMENT**: These Terms and Conditions constitute the entire agreement between you, the Service and Cinch Home Services with regard to the Service and any representation, promise or condition in connection therewith, whether oral or written, not incorporated herein shall not be binding upon either party, including, without limitation, any promotional, advertising and/or marketing materials provided to you by the Service or Cinch Home Services or otherwise exchanged between the parties.

Cinch Home Services, Inc. is the Servicing Company of the Appliance Buyline® Discount Buying Service. Certain restrictions and limitations apply. The Appliance Buyline® Discount Buying Service complies with all applicable laws and regulations concerning consumer goods. Products restricted by law are not available. Not available in Puerto Rico. Appliance Buyline is aregistered service mark of Cinch Home Services, Inc. Boca Raton, FL 33431.

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Cinch Home Services, Inc. has been awarded TRUSTe's Privacy Seal signifying that this privacy policy and practices have been reviewed for compliance with TRUSTe's program requirements including transparency, accountability and choice regarding the collection and use of your personal information. The TRUSTe program covers information collected through our websites. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions.

Why?	Some companies, like Cinch Home Services, choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information.

What?	The types of personal information we collect and share depend on the product or service you have with us. This type of information can include: • Address, phone number and email address • Account transactions and purchase history • The date and time you contact us, the nature of your inquiry, and related information, when you access our website • Credit card, loan number or ACH payment information When you are **no longer** our customer, we continue to protect your information as described in this notice. **Data Retention:** We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, contact us at compliance@cinchhs.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. For Quality Assurance purposes, both inbound and outbound service calls may be recorded.

Questions or to Opt Out	If you have general questions about this policy or wish to opt out of communication, please call (844) 627-6010 or email compliance@cinchhs.com. To completely deactivate your account, please call (844) 627-6010.

To view the full privacy policy, please visit www.cinchhomeservices.com

SAMPLE

Welcome to Cinch.

Your plan number
12132036

Congrats, Will!

With Cinch Home Services, you can now have peace of mind knowing that when your systems, appliances or electronics are damaged by a surge event, you can get reimbursed for the cost of repairing or replacing them. Plus, you can get cash back with ShoppingBoss perks of up to 10% back at over 300 retailers, restaurants and travel partners.

Your Surge Protect + Perks will become active on 07/22/2021 and you'll then receive an email to activate your ShoppingBoss perks . Enclosed are the documents with all the specifics — including your agreement as well as what's covered.

When your plan becomes active, all of the benefits listed to the right will kick in. And the best part is, they're always available and simple to use whenever you need them. For example...

3 easy steps to filing a claim for a surge-damaged item

1. Download a "claims reimbursement form" at: **cinchhomeservices.com/surgeform**.
2. Complete the form and submit via fax, email or USPS (see phone/address details on claim form).
3. If you have any questions during the claims process, please call: **(844) 627-6010**.

We know your budget is important to you. That's why we're committed to offering solutions that help protect your home — and your wallet. It's all part of the plan.

Sincerely,

Cinch Home Services

Keep your plan documents handy.

Up to $2,000 in surge protection
Get reimbursed for the repair or replacement of surge-damaged systems, appliances or electronics

Use the repair company of your choice
There's only one person who decides who fixes your surge-damaged item — You!

ShoppingBoss Perks
Earn up to 10% cash back instantly when shopping, dining out or traveling.

Appliance discounts
Save on brand-name appliances when you're ready to upgrade

$25 A/C filter credit
Save $25 on your next A/C or fridge filter purchase

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Coverage summary

HomeSure of America, Inc.
P.O. Box 810275
Boca Raton, Florida 33481-0275

Plan number
12132036

Plan holder
Will Jake

Price	Deductible	Plan limit
$14.99/monthly	$0	$2,000

Request date	Effective date	Expiration date
06/22/2021	07/22/2021	07/21/2022

Covered property
123 Test Lane
Fort Lauderdale, FL 33322

Your Surge Protect + Perks includes:

Reimbursement for repairs or replacements when the following items are damaged by surge events:

Air Conditioner	Gaming Systems	Satellite Radios/Receivers
Clothes Washer/Dryer	Home Theaters and Accessories	Security Systems
Digital Media Receivers	Water Heater	Speakers/Subwoofers
Dishwasher	Modems/Wireless Routers	Tablets/Laptops/Desktops
DVD/DVR/Blu-ray Players	Networking Devices	Televisions
External CDs, DVDs and Hard Drives	Refrigerator/Oven/Range	Wi-Fi Enabled Monitoring Devices

PLUS: ShoppingBoss Perks — instant cash back at over 300 retailers, restaurants and travel partners.

To file a claim, go to **cinchhomeservices.com/surgeform** or call **(844) 627-6010**.

State/Other specifics:
The rate charged for this contract is not subject to regulation by the Office of Insurance Regulation
The State of Florida stipulates that seller coverage during the listing period may not be provided free of charge.
Requesting and Receiving Service, Item 2 is hereby amended with the addition of the following: If it is determined, at our sole discretion, that it is not a qualified emergency, the contract holder may be subject to the cost of the additional fees for any covered service.
Cancellation, Item 2 is amended as follows: Cancellation after 30 days; refund will be based on 90% of unearned pro rata contract fees actually paid, less any claims paid. Cancellation by the Issuing Company for reasons other than fraud, misrepresentation or non-payment will refund based upon 100% of unearned pro rata contract fees actually paid, less any claims paid.
Other Conditions, Assignment, is replaced with the following: In the event of assignment or transfer of title of the covered property, this Agreement may be assigned and/or transferred, for the continuing coverage of the property, subject to a transfer fee up to $40.00.
Certain items and events are not covered by this contract. Please refer to General Exclusions and Limitations, of the Home Warranty Agreement for details.

AGENT SIGNATURE _____

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All plans are issued by HomeSure Services, Inc., except in the following states where they are issued by the identified entity: in AL, AZ, FL, IL, IA, MA, NV, NH, NM, NY, NC, OK, SC, TX, UT, VT, WA, WI and WY by HomeSure of America, Inc.; in CA by HomeSure Protection of California, Inc.; in VA and OR by HomeSure of Virginia, Inc. Plans are administered by Cinch Home Services, Inc., OR CCB #202158, IN C.P.D. Reg. No. - T.S. R2707, and services are provided by independent contractors.

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HOME SERVICE AGREEMENT

This is a Home Service Agreement, not an insurance policy. This Home Service Agreement, hereinafter referred to as the "Agreement", is issued by the entity listed for your state on the Plan Coverage Summary Page. Such entity is hereinafter referred to as the "Issuing Company", or "we", "us", and/or "our". The owner of the home covered by this Agreement is hereinafter referred to as "you" and/or "your".

IMPORTANT INFORMATON ABOUT YOUR PLAN COVERAGE SUMMARY:

> **Your Plan Coverage Summary page is attached to and is part of this Agreement. It is important to review because your coverage includes only certain mechanical failures of the specific items listed as covered on your Plan Coverage Summary page. Coverage is subject to the limitations and conditions specified in this Agreement.**

This Agreement has provisions for the use of final and binding arbitration to resolve disputes and otherwise limits the remedies available to you. Please see the DISPUTE RESOLUTION section for more information about arbitration.

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I. Terminology to Know

- "**Electrical Surge**" means a burst of excessive electricity on a circuit which can lead to the failure of and/or acceleration of the wear and tear on electrical products, appliances, devices or systems. May be caused by natural or man-made events including lightning strikes, power returning after an outage or wildlife interfering with power lines, and Covered Items cycling on and off.
- "**Qualified Service Provider**" is defined as a licensed trade specialist involved in assessing or repairing damage to the covered items located within the covered residence.
- "**Covered Items**" means electronic equipment that is owned by you and located within the interior of Your Primary Residence.
- "**Loss**" means the sudden and accidental physical loss caused directly by lightning or an increase of artificially generated electrical current from outside of the home.
- "**Replacement Value**" means the amount an item is determined to be worth based on its market value, age and condition at the time of Loss.
- "**Failure**" occurs when a covered item becomes inoperable and unable to perform its designed function, subject to the limitations and conditions set forth herein. **Failure is not covered if it is due to: conditions that existed prior to Agreement effective date; lack of routine care and maintenance; and/or misuse unless noted otherwise.**
- "**Domestic-grade**" items are those that were manufactured and marketed solely for installation and use for a residential single-family dwelling.

- "**Proper Operating Condition**" means the item/system was correctly located within the home, was properly installed to code at the time of installation, was fully connected, was capable of successfully performing all operations commensurate with the manufacturer's original design intention, and did not pose any hazard to life or property.

II. When Your Coverage Applies

This Agreement covers only Failures relating to the parts and components of those Domestic-Grade Covered Items that were in Proper Operating Condition on the Agreement effective date.

The Covered Item will be deemed to have been in Proper Operating Condition on the Agreement effective date if it was correctly located within the home, was properly installed to code at the time of installation, was fully connected, was capable of successfully performing all operations commensurate with the manufacturer's original design intention, and did not pose any hazard to life or property.

Determination of the operating condition as of Agreement effective date, and the nature of any failure, will be made by us based upon the professional opinion of our direct employees, considering but not limited to, our Qualified Service Provider diagnosis.

III. Requesting and Receiving Service

1. To report an incident we are available twenty-four hours a day, seven (7) days a week **online at my.cinchhomeservices.com or by phone at 1-844-627-6010.**

The following describes the claims process that must be followed in order to seek reimbursement for repairs or replacement costs:

a. You must notify us within thirty (30) days of an Electrical Surge incident to request a claim form be sent to you. The claim form must be completed in full and returned with a copy of a Qualified Service Provider's invoice within thirty (30) days from your receipt of claim form. We reserve the right in all cases to decide if a particular service provider is qualified. The invoice must be on business letterhead including name, address and telephone number of the Qualified Service Provider and must include a complete description of damages and associated repair charges.

If a covered item cannot be repaired, we will reimburse you for the Replacement Value of the claimed covered item(s) subject to applicable incident limits, your annual caps and other restrictions, as applicable, and as indicated herein.

b. All diagnostic fees to determine that damage is due to Electrical Surge are payable by you directly to the Qualified Service Provider and will be reimbursed by us as long as those diagnostic fees are aligned with average market rate. We will not repair or reimburse you for repairs or replacements without completion of the indicated claim process.

IV. Details About What's Covered

This Agreement provides service for only for those Items specifically listed as being covered on your Plan Coverage Summary Page. **An additional fee may be required for additional coverage. Some items may not be available under all plans or in every state.**

This coverage is not available in the following states: AK, CA, GA, HI, ME, MS, OH, OR & VT.

Repair or replacement of residential electronics or other electrical Covered Items within your residence that fail due to the normal wear and tear of Electrical Surges.

The Electrical Surge can be caused by natural or man-made events including lightning strikes, power returning after an outage or wildlife interfering with power lines, and Covered Items cycling on and off.

1. **Surge Protect℠**

COVERED		NOT COVERED	
• Air Conditioning Unit • Attic Fan • Audio Tuner/Receiver • Amplifier • Backup Battery Charger • Built-In Grill • Ceiling Fan • Central Vacuum	• Home Theater Speaker Package • Keyboard • Gaming System • Microwave • Monitors • Mouse • Networking Devices Modem	• Cell Phone • Coffee Maker • Gaming Controller • Headphones	• Remote • Small Home Appliances • Smart Watch • Storage Device

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• Clothes Dryer • Clothes Washer • Cooktop • Digital Camera • Digital Media Receiver • Dishwasher • Document Scanner • Docking Station • DVD/DVR/BluRay Player • External CD/DVD • External Hard drive • Food Processor • Free Standing Ice Maker • Freezer • Gaming System • Garage Door opener • Heating System • Home Theater Component Battery Pack Cooling Fan Power Distribution Speaker Package	Router WIFI Extender • Personal Computing Chromebook Desktop Laptop Netbook Tablet • Printers • Projector System • Range • Range Exhaust Hood • Refrigerator • Satellite Radio • Satellite Receiver • Security System • Speakers/Subwoofer • Television • Trash Compactor • Virtual Machine • Wall Oven • Water Heater • WIFI Enabled Monitoring Device		
Repair or replacement is covered up to the limit shown on your Agreement Coverage Summary Page. The available annual cap limits are **$500, $1,000, $1,500, $2,000, $5,000 and $10,000**. **Repair or replacement cost must be $100 or more.**			

V. General Exclusions and Limitations

1. **This Agreement does not cover any Items not specifically named as covered on your Plan Coverage Summary.**

2. **This Agreement shall not cover any Item(s) if they are:**
   - **mismatched (systems or service lines with incompatible components or with different capacity ratings);**
   - **modified from the original manufacturer design or application;**
   - **previously, or subsequently, determined to be defective by the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials and/or formulas, manufacturing process or any other manufacturing defect;**
   - **improperly installed.**

3. **This Agreement does not cover any costs associated with:**
   - **upgrades, components, parts, or equipment required due to the incompatibility of any existing equipment with the replacement system, service line or component, or part thereof;**
   - **construction, carpentry, or other modifications made necessary by the existing equipment or installing different equipment;**
   - **any upgrades or modifications to comply with federal, state, and local law, code, regulation, or ordinance. All such costs are your responsibility.**

4. **This Agreement does not cover the following:**
   - **fees associated with the removal and/or disposal of (1) damaged covered items, (2) service lines and/or (3) components;**
   - **any fees or any costs, including but not limited to disposal fees arising from hazardous or toxic material, or asbestos.**

5. **This Agreement does not cover repair or replacement of systems or components classified by the manufacturer as commercial-grade.**

6. **This Agreement does <u>not</u> cover costs for (except as otherwise specified in this Agreement):**

SAMPLE

- **construction, carpentry, dimensional or design change, or other modifications necessary to remove, relocate or install equipment;**
- **providing or closing access to covered items;**
- **equipment to gain access or permit serviceability such as but not limited to scaffolding;**
- **restoration of any wall or floor coverings, cabinets, counter tops, tiling, paint or the like;**
- **failure to meet building code(s), zoning requirements, utility regulations;**
- **failure to comply with local, state or federal laws or regulations;**
- **compliance with federal, state, and/or local law, code, regulation, or ordinance;**
- **for testing required by state or local municipalities, such as but not limited to, load calculation or duct certification;**
- **for additional charges to access or transport materials, supplies, or independent contractors to the covered property, such as but not limited to: tolls, required use of ferries, or barges**

7. **This Agreement does not cover any costs incurred to gain access to a Covered Item in situations where there is not adequate capacity or space for serviceability caused by, but not limited to, walls, floors, ceilings, permanently installed fixtures, cabinets, snow/ice covered areas, flooded areas, or personal property. In the event it is necessary to open walls, floors, or ceilings, or to move such fixtures, cabinets, or personal property to perform a diagnosis or service, we are not responsible for restoring such openings, items, or property.**

8. **This Agreement does not cover any incidental, consequential, special, and/or punitive damages, and you agree to waive any and all claims for such damages, arising from, resulting from and/or related to the failure of any item or system, including, but not limited to, food spoilage, loss of income, additional living expenses, and/or any loss, damage, cost or expense directly or indirectly arising out of or resulting from, or in any manner related to mold, mildew, mycotoxins, fungus, bacteria, viruses, condensation, wet or dry rot and/or other property damage.**

9. **This Agreement does not cover repairs or replacements of any item covered by other insurance, warranties or guarantees, including but not limited to, manufacturer's, contractor's, builder's, distributor's, or in-home warranties. Our coverage is secondary to such insurance, warranties, or guarantees.**

10. **This Agreement does not cover any failure when the Covered Item has been repaired, modified, disabled or adjusted in any way which prevents us or our Qualified Service Provider's from inspecting, diagnosing and/or repairing the failure. If you authorize or perform any improper alterations, installations or repairs, or improperly modify any system, service line or component covered by this Plan, or damage it in the course of remodeling or repair, we will no longer be obligated to cover such item(s).**

VI. Limitation of Liability

1. We are not responsible for incidental, consequential, special, and/or punitive damages and you agree to waive any and all claims for such damages, arising from, resulting from and/or related to the failure of any item or system, including, but not limited to, food spoilage, loss of income, additional living expenses, and/or other property damage.

2. We are not liable for any damages that result from an independent contractor's service, delay in providing service or failure to provide service. We are not liable for any incidental, consequential, special, and/or punitive damages, whether caused by negligence or any other cause, and you agree to waive any and all claims for such damages, arising from, resulting from or related to any independent contractor's service, delay in providing service or failure to provide service, including, but not limited to, damages, resulting from delays in securing parts and/or labor, the failure of any equipment used by an independent contractor, labor difficulties, and/or the negligent, tortuous and/or unlawful acts or omissions of any independent contractor.

VII. Cancellation Information

1. You may cancel this Agreement by telephone or in writing within 30 days of the coverage effective date for a full refund of the contract fees paid if no claim has been made. The right to cancel this Agreement as provided in this paragraph is not transferable. A ten percent (10%) penalty per month will be added to any refund required under this paragraph, including any accrued penalties, which are not paid or credited within 30 days after you cancel this Agreement.

2. You may cancel this Agreement within 30 days of the coverage effective date if a claim has been made, or at any time thereafter, at which time you may be entitled to a refund of unearned contract fees paid based on the short rate schedule less a processing fee of twenty-five dollars ($25) and less the cost of any services performed pursuant to the Agreement, where permitted by law. If claims have been paid, we may bill you for the lesser of the net amount due to us or the unpaid annual term contract fee we will bill or charge you any balance owed to us through the same mechanism as any previous installment billings, or we will direct bill you if such a mechanism is not available.

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3. We may terminate this Agreement immediately, after any applicable notice provisions, for non-payment, fraud or material misrepresentation. If we terminate for fraud or material misrepresentation, this Agreement is void and we shall refund all paid contract fees if no claims have been made. If a claim has been made, we will follow normal cancellation procedures as outlined in this section.

4. In the event you threaten to harm or actually harm the safety or well-being of: (I) the company (II) any employee of the company; (III) an independent contractor; or (IV) any property of the company or the independent contractor, you will be in breach of this Agreement. In the event you breach this or any other obligation under this Agreement, we may refuse to provide service to you and may cancel this Agreement immediately.

VIII. Dispute Resolution

1. **ARBITRATION**: All disputes, controversies or claims of any sort, arising out of or in any way relating to this Agreement, its negotiation, and the Services provided pursuant to it, whether based in contract, tort, regulation, or any other legal or equitable theory (collectively "Disputes"), shall be resolved at the consumer's choice by settlement, or final and binding arbitration, or in and through a small claims court having jurisdiction over such Disputes. Arbitration shall be conducted within the geographical limits of the applicable federal district court where the Covered Property is located, or such other location upon which both parties mutually agree, and administered by a mutually agreed upon arbitration service. The Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association or similar such rules (the "Arbitration Rules") in effect at the time arbitration is demanded by either party shall govern the arbitration proceeding and the selection of one neutral arbitrator to preside over the proceeding. The arbitrator is empowered to decide all Disputes and all questions related to the enforceability and scope of these Dispute Resolution provisions, including but not limited to the validity, interpretation and applicability of these Dispute Resolution Provisions. Additionally, this transaction involves interstate commerce, and these Dispute Resolution provisions shall be governed by the Federal Arbitration Act, as amended (9 USC 1). No arbitration may proceed on a class or representative basis, and the arbitrator may not consolidate any arbitration proceeding governed by these Dispute Resolution Provisions with any other person's arbitration proceeding, and may not otherwise preside over any form of a representative or class proceeding. Under the Arbitration Rules, although each party is required to pay certain administrative and arbitrator fees, the amount the consumer may be required to pay is limited. Each party to arbitration is responsible for its own attorney's fees, if the party chooses to be represented by an attorney.

2. **CLASS ACTION AND JURY TRIAL WAIVER:** Each party to this Agreement may bring a Dispute against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Each party gives up or waives any right it may have to have any Disputes between them resolved by a jury.

IX. Other Conditions

1. **Term.** Coverage under this Agreement commences on the effective date specified on the Agreement Coverage Summary Page and expires twelve (12) month(s) from Agreement effective date**.**

2. **Renewal. Where permitted by state law, this Agreement may automatically renew <u>at the sole and exclusive option of the Issuing Company</u> for successive twelve (12) month(s). In the event the Issuing Company elects to renew this Agreement, you will be notified of any rate and/or coverage changes, not less than thirty (30) days prior to the expiration of the current Agreement term and commencement of the renewal term.**

3. **Assignment.** In the event of assignment or transfer of title of the covered property, this Agreement may be assigned and/or transferred at our option, where permitted by state law and when the applicable fee has been paid. We reserve the right to charge a transfer fee not to exceed twenty-five dollars $25.

4. **Installment Billing.** In certain cases you may be permitted, at our sole and exclusive discretion, to pay for your coverage on an installment basis. Should you suffer a Surge failure covered by this Agreement at a time when there are unpaid installments due from you, whether or not such payments are due or overdue, we reserve the right to deduct all or any portion of any unpaid amounts from the amount of loss covered by this Agreement for such incident, or to require payment of the entire remaining unpaid balances prior to covering the loss for you as we deem necessary or desirable. Our failure to exercise any such right on one occasion shall not be deemed a waiver of such right on other occasions.

5. **Waiver.** Should we waive any of our contractual rights; such waiver will not constitute a future waiver of said rights.

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6. **Disclosure.** The price of the Agreement includes the full amount of all fees due and payable as well as the costs of processing and administration for the Issuing Company and its agents where allowable by law. Any applicable state or local sales taxes are in addition to the price of the Agreement.

7. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between you and us and supersedes all prior agreement and understandings, oral or written, which may have been made with respect to the Agreement and its subject matter. Except as provided herein, all other warranties, expressed or implied, are hereby disclaimed.

9. **Issuing Company.** All plans are issued by HomeSure Services, Inc., except in the following states where they are issued by the identified entity: in AL, AZ, FL, IL, IA, MA, NV, NH, NM, NY, NC, OK, SC, TX, UT, VT, WA, WI and WY by HomeSure of America, Inc.; in CA by HomeSure Protection of California, Inc.; in VA and OR by HomeSure of Virginia, Inc. Plans are administered by Cinch Home Services, Inc., OR CCB #202158, IN C.P.D. Reg. No. - T.S. R2707, and services are provided by independent contractors.

10. **Corporate/Administrative Office.** P.O. Box 811720, Boca Raton, FL 33481-1720, 954-835-1900.

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APPLIANCE BUYLINE® DISCOUNT BUYING SERVICE TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL ENROLLEES OF THE APPLIANCE BUYLINE DISCOUNT BUYING SERVICE (THE "SERVICE") AND SHALL BE BINDING ON ALL ENROLLEES UPON COMPLETION OF ENROLLMENT IN THE SERVICE.

1. **THE SERVICE**: The Service is offered by Cinch Home Services, Inc. as an additional benefit to enrollees in certain of its and its affiliates and subsidiaries' home products (collectively Cinch Home Services). Through the Service, enrollees are given direct access to third-party merchants' ("Participating Merchants") websites through which enrollees can purchase appliances at discounted prices compared with the manufacturer and/or Participating Merchant's suggested retail prices. All products offered to enrollees in the Service are determined solely and exclusively by the Participating Merchants, and all prices and discounts advertised on the Participating Merchants' websites for the products offered are determined solely and exclusively by the Participating Merchants. All purchases made by enrollees through the Service are made directly between the enrollee and the Participating Merchant and must be approved by the Participating Merchant. All terms and costs of delivery and/or installation of any product(s) purchased through the Service are determined solely and exclusively by the Participating Merchant and the enrollee. The Service shall not participate in the selection, purchase, payment, delivery, or installation of any product by any enrollee from any Participating Merchant. The Service reserves the sole and exclusive right to determine which merchants may participate in the Service.

2. **ENROLLMENT**: To enroll in the Service, you must contact the Service at 800-475-9679 or by email to questions@appliancebuyline.com. Once enrolled, you will be provided with the necessary information to access Participating Merchants' websites, including any required authorization codes necessary to access the websites. Depending on the Participating Merchant, you may also be required to register with the Participating Merchant before accessing the merchant's website and/or purchasing any products. All enrollees in the Service who access and/or register with a Participating Merchant's website are subject to all terms and conditions established by that Participating Merchant in addition to the Terms and Conditions set forth herein.

3. **MERCHANDISE ORDERS**:

   a. When you order a product from a Participating Merchant, the purchase is completed solely and exclusively between you and the Participating Merchant. Neither the Service nor Cinch Home Services is the merchant, vendor, supplier, or manufacturer of any product. Neither the Service nor Cinch Home Services maintain inventory for any products, or take title to the product. In addition to the terms and conditions set forth herein, all orders placed with a Participating Merchant are subject to the terms and conditions of the Participating Merchant with which the order is placed as well as any terms and conditions imposed by the manufacturer.

   b. All purchases made through the Service must be completed with a credit card unless otherwise permitted by the Participating Merchant. You must check with each Participating Merchant to determine which credit cards they accept.

4. **CANCELLATION AND RETURN POLICY ON MERCHANDISE ORDERS**:

   a. All cancelations of any orders placed with a Participating Merchant are subject to and must comply with the terms, conditions and policies of the Participating Merchant with which the order was made. You must contact the Participating Merchant directly to effectuate any cancellation.

   b. All returns of items purchased through the Service from a Participating Merchant and delivered to you are subject to and must comply with the terms, conditions and policies of the Participating Merchant from whom the product was purchased. You must contact the Participating Merchant directly to effectuate any return.

5. **AVAILABILITY OF MERCHANDISE**: The Service and Cinch Home Services do not guarantee the availability of any product. The availability of any product is determined solely and exclusively by the Participating Merchants.

6. **WHO MAY USE**: You and immediate members of your family living in your household may use the Service for the purpose of purchasing home appliances for your and your immediate family's personal use. You may not use the Service to purchase appliances for the purpose of reselling them. You may not disclose any information you learn from accessing any Participating Merchant's website to any person or entity except as necessary to fulfill the buy-sell relationship between you and the Participating Merchant. You may not give any other person access to any Participating Merchant's website or purchase appliances through the Service on behalf of anyone other than yourself or your immediate family members living in your household. You agree to notify the Service if you become aware of any unauthorized use of the Service. Any violation of these limitations may result in the immediate termination of your enrollment in the Service and/or termination of your right to access Participating Merchants' websites.

7. **LIMITS OF LIABILITY**:

   a. THE SERVICE, CINCH HOME SERVICES, AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES DISCLAIM AND ASSUME NO LIABILITY AS A SELLER OF ANY PROUCTS INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR ANY DEFECTIVE PRODUCTS, INCLUDING WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY SUCH DEFECTIVE PRODUCTS, DELAY IN DELIVERY OF PRODUCTS FOR ANY REASON WHATSOEVER, DELIVERY OF THE WRONG PRODUCT, NEGLIGENCE IN CONNECTION WITH THE DELIVERY AND/OR INSTALLATION OF A PRODUCT, AND NEGLIGENCE OF A PARTICIPATING MERCHANT, AND YOU AGREE TO WAIVE ANY AND ALL SUCH CLAIMS AS AGAINST THE SERVICE, CINCH HOME SERVICES AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES.

   b. THE SERVICE, CINCH HOME SERVICES AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES FURTHER EXPRESSLY DISCLAIM AND ASSUME NO LIABILITY FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND YOU AGREE TO WAIVE ANY AND ALL CLAIMS FOR SUCH DAMAGES. THE SERVICE, CINCH HOME SERVICES AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES LIABILITY TO YOU SHALL IN NO EVENT EXCEED THE AMOUNT OF THE FEE PAID BY YOU FOR THE SERVICE.

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c. THE SERVICE, CINCH HOME SERVICES AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS CONTAINED IN ANY WEBSITE, PUBLICATION OR GUIDE PRODUCED AND PROVIDED TO YOU BY THE SERVICE, CINCH HOME SERVICES OR THEIR PARENTS, SUBSIDIARIES OR AFFILIATES OR FOR ANY ERRORS OR OMISSIONS CONTAINED IN ANY PARTICIPATING MERCHANT'S WEBSITE, PUBLICATIONS OR GUIDES. INFORMATION IN ANY SUCH PUBLICATIONS, GUIDES AND/OR WEBSITES REGARDING PRODUCT MANUFACTURERS, MODEL NUMBERS, PRICES, ACCESS NUMBERS AND PROCEDURES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

8.**WARRANTY DISCLAIMER**: TO THE EXTENT PERMITTED BY LAW, THE SERVICE, CINCH HOME SERVICES AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES MAKE NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD BY ANY PARTICIPTING MERCHANT, INCLUDING ANY WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING BY CUSTOM OR TRADE USAGE.
YOU ARE ENTITLED ONLY TO THE MANUFACTURER AND/OR PARTICIPATING MERCHANT'S PRODUCT AND SERVICE WARRANTIES SET FORTH IN THE DOCUMENTATION AND INFORMATION PROVIDED BY THE MANUFACTURER AND/OR PARTICIPATING MERCHANT. THESE WARRANTIES SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY IN EQUITY OR AT LAW FOR DEFECTIVE PRODUCTS OR SERVICES.

9.**CHANGES IN TERMS AND CONDITIONS**: The Service reserves the right to change the terms and conditions of this Agreement at any time. Benefits may vary from those stated here, and are subject to change without prior notice.

10. **GOVERNING LAW**: These Terms and Conditions, and the rights and obligations stated hereunder, shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws provisions.

11. **DISPUTE RESOLUTION: 1. ARBITRATION:** All disputes, controversies or claims of any sort, arising out of or in any way relating to this Agreement, its negotiation, and the Services provided pursuant to it, whether based in contract, tort, regulation, or any other legal or equitable theory (collectively "Disputes"), shall be resolved at the consumer's choice by settlement or final and binding arbitration or in and through a small claims court having jurisdiction over such Disputes. Arbitration shall be conducted within the geographical limits of the applicable federal district court where the Covered Property is located, or such other location upon which both parties mutually agree. The Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (the "Arbitration Rules") in effect at the time arbitration is demanded by either party shall govern the arbitration proceeding and the selection of one neutral arbitrator to preside over the proceeding. The arbitrator is empowered to decide all Disputes and all questions related to the enforceability and scope of these Dispute Resolution provisions, including but not limited to the validity, interpretation and applicability of these Dispute Resolution Provisions. Additionally, this transaction involves interstate commerce, and these Dispute Resolution provisions shall be governed by the Federal Arbitration Act, as amended (9 USC 1). No arbitration may proceed on a class or representative basis, and the arbitrator may not consolidate any arbitration proceeding governed by these Dispute Resolution Provisions with any other person's arbitration proceeding, and may not otherwise preside over any form of a representative or class proceeding. Under the Arbitration Rules, although each party is required to pay certain administrative and arbitrator fees, the amount the consumer may be required to pay is limited. Each party to arbitration is responsible for its own attorney's fees, if the party chooses to be represented by an attorney. **2. CLASS ACTION AND JURY TRIAL WAIVER:** Each party to this Agreement may bring a Dispute against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Each party gives up or waives any right it may have to have any Disputes between them resolved by a jury.

12. **ASSIGNMENT**: You may not assign or delegate any of your rights or obligations under this Agreement without the written consent of the Service and subject to the authorization of Participating Merchants in accordance with their respective terms, conditions and policies.

13. **ENTIRE AGREEMENT**: These Terms and Conditions constitute the entire agreement between you, the Service and Cinch Home Services with regard to the Service and any representation, promise or condition in connection therewith, whether oral or written, not incorporated herein shall not be binding upon either party, including, without limitation, any promotional, advertising and/or marketing materials provided to you by the Service or Cinch Home Services or otherwise exchanged between the parties.

Cinch Home Services, Inc. is the Servicing Company of the Appliance Buyline® Discount Buying Service. Certain restrictions and limitations apply. The Appliance Buyline® Discount Buying Service complies with all applicable laws and regulations concerning consumer goods. Products restricted by law are not available. Not available in Puerto Rico. Appliance Buyline is aregistered service mark of Cinch Home Services, Inc. Boca Raton, FL 33431.

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Cinch Home Services, Inc. has been awarded TRUSTe's Privacy Seal signifying that this privacy policy and practices have been reviewed for compliance with TRUSTe's program requirements including transparency, accountability and choice regarding the collection and use of your personal information. The TRUSTe program covers information collected through our websites. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions.

Why?	Some companies, like Cinch Home Services, choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information.

What?	The types of personal information we collect and share depend on the product or service you have with us. This type of information can include: • Address, phone number and email address • Account transactions and purchase history • The date and time you contact us, the nature of your inquiry, and related information, when you access our website • Credit card, loan number or ACH payment information When you are **no longer** our customer, we continue to protect your information as described in this notice. **Data Retention:** We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, contact us at compliance@cinchhs.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. For Quality Assurance purposes, both inbound and outbound service calls may be recorded.

Questions or to Opt Out	If you have general questions about this policy or wish to opt out of communication, please call (844) 627-6010 or email compliance@cinchhs.com. To completely deactivate your account, please call (844) 627-6010.

To view the full privacy policy, please visit www.cinchhomeservices.com

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