



TERMS OF SERVICE AGREEMENT

911 HOME WARRANTY.

Throughout this Agreement (“Agreement,” “plan” or “contract”) the words “We”, “Us” and “Our” refer to Appliance Guard Pro Inc DBA 911 HOME WARRANTY, 8302 Gaynor Ave. North Hills Ca. 91343, the Obligor of this Agreement, except in Alabama, Arizona, Florida, Illinois, Nevada, New York, Oklahoma, South Carolina, Texas, New Mexico, Utah, Iowa, Minnesota, Massachusetts, Wisconsin, Kentucky, Arkansas, Washington, and Virginia. In Alabama, the company obligated under this Agreement is Home Warranty Administrator of Alabama (HWA-AL). In Arizona, the company obligated under this Agreement is Home Warranty Administrator of Arizona (HWA-AZ). In Florida, the company obligated under this Agreement is Home Warranty Administrator of Florida (HWA-FL). In Illinois, the company obligated under this Agreement is Home Warranty Administrator of Illinois (HWA-IL). In Nevada, the company obligated under this Agreement is Home Warranty Administrator of Nevada (HWA-NV). In New York, the company obligated under this Agreement is Home Warranty Administrator of New York (HWA-NY). In Oklahoma, the company obligated under this Agreement is Home Warranty Administrator of Oklahoma (HWA-OK). In South Carolina, the company obligated under this Agreement is Home Warranty Administrator of South Carolina (HWA-SC). In Texas, the company obligated under this Agreement is HWAT dba Home Warranty Administrators (HWA-TX). In Arkansas, Hawaii, Iowa, Kentucky, Maine, Massachusetts, Minnesota, New Hampshire, New Mexico, North Dakota, Rhode Island, South Dakota, Utah, Vermont, Wisconsin, Wyoming and Virginia the company obligated under this Agreement is TMI Solutions, LLC, 360 Market Place, Roswell, GA 30075 (TMIS). Appliance Guard Pro is the seller of this contract in those states in which TMIS is the Obligor. Appliance Guard Pro inc offers service contracts which are not warranties. Terms may vary in different states.

A. COVERAGE

During the coverage period, Our sole responsibility will be to arrange for a qualified service contractor (“Service Provider”) to repair or replace, at Our expense (up to the limits set forth

below), the systems and components mentioned as “Included” in accordance with the terms and conditions of this contract so long as such systems and components:

1. Are located inside the confines of the main foundation of the home or attached or detached garage (with the exception of the exterior pool/spa, well pump, septic tank pumping and air conditioner);and

2. Become inoperative due to normal wear and tear; and

3. Are in place and in proper working order on the effective date of this home warranty contract. This contract does not cover any known or unknown pre-existing conditions. It is understood that WE ARE NOT A SERVICE PROVIDER and are not Ourselves repairing or replacing any such systems or components. This contract covers single-family homes (including manufactured homes), new construction homes, condominiums, townhomes, and mobile homes under 5,000 square feet, unless an alternative dwelling type (i.e. above 5,000 square feet or multi-unit home) is applied, and appropriate fee is paid. Coverage is for occupied, owned or rented residential property, not commercial property or residences used as businesses, including, but not limited to, day care centers, fraternity/sorority houses, and nursing/care homes. This contract describes the basic coverage and options available. Coverage is subject to limitations and conditions specified in this contract. Please read Your contract carefully. NOTE: This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty.

B. COVERAGE PERIOD

1. Coverage starts 30 days after acceptance of application by Us and receipt of applicable contract fee and continues for 365 days from that date. Your coverage may begin before 30 days if We receive proof of prior coverage, showing no lapse of coverage, through another carrier within 15 days of the order date.

2. Your contract term (the dates that Your contract is in effect), Your contract fee, Your Service Fee, and Your equipment, systems, and appliances covered under this contract, are set forth in Your Coverage Details. Your contract fee is due and payable as Your Coverage Details specify, and Your Service Fee is due and payable upon a request for service as described in Section C (4) below. Additional costs may apply in accordance with other sections of this contract.

C. SERVICE CALLS – TO REQUEST SERVICE: 1-877-666-1892

1. You or Your agent (including tenant) must notify Us for work to be performed under this contract as soon as the problem is discovered. We will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-877-666-1892. Notice of any malfunction must be given to Us prior to expiration of this contract.

2. Upon request for service, We will contact an authorized Service Provider within two (2) days during normal business hours and four (4) days on weekends and holidays. The authorized Service Provider will contact You to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If You should request Us to perform non-emergency service outside of normal business hours, You will be responsible for payment of additional fees and/or overtime charges.

3. We have the sole and absolute right to select the Service Provider to perform the service; and We will not reimburse for services performed without prior approval.

4. You will pay up to a \$125 trade service call fee (“Service Fee”) per claim or the actual cost, whichever is less, as specified in Your Coverage Details. The Service Fee is for each visit by Our approved Service Provider, except as noted in Section C (5), and is payable to Our approved Service Provider at the time of each visit. The Service Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The Service Fee also applies in the event You fail to be present at a scheduled time, or in the event You cancel a service call at the time a Service Provider is in route to Your home or at Your home. Failure to pay the Service Fee will result in suspension or cancellation of coverage until such time as the proper Service Fee is paid. At that time, coverage may be reinstated; however, the contract term will not be extended.

5. If service work performed under this contract should fail, then We will make the necessary repairs without an additional trade service call fee for a period of 90 days on parts and 30 days on labor.

D. COVERAGE (COVERAGE DEPENDANT ON PLAN)

The Coverage is for no more than one unit, system, or appliance, unless additional fees are paid. If no additional fees are paid, covered unit, system, or appliance is at Our sole discretion; certain limitations of liability apply to Covered systems and appliances.

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1. CLOTHES DRYER

INCLUDED: All components and parts, except:

EXCLUDED: – Venting – Lint screens – Knobs and dials – Doors – Door seals – Hinges – Glass – Leveling and balancing – Damage to clothing.

2. CLOTHES WASHER

INCLUDED: All components and parts, except:

EXCLUDED: Noise – Plastic mini-tubs – Soap dispensers – Filter screens – Knobs and dials – Glass -Damage to clothing.

3. KITCHEN REFRIGERATOR

NOTE: Must be located in the kitchen.

INCLUDED: All components and parts, including integral freezer unit, except:

EXCLUDED: Racks – Shelves – Lighting and handles –, ice crushers, Leaks of any kind not from water valve or water line – Freezers which are not an integral part of the refrigerator – Wine coolers or mini refrigerators – Food spoilage – Doors – Hinges – Glass – Audio/Visual equipment and internet connection components.

4. AIR CONDITIONING/COOLER

NOTE: Not exceeding 5 (five) ton capacity and designed for residential use.

INCLUDED: Ducted electric central air conditioning, ducted electric wall air conditioning. All components and parts, for units below 13 SEER and when We are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant, except:

EXCLUDED: Gas air conditioning systems – Condenser casings – Registers and Grills – Filters – Electronic air cleaners – Window units – Non-ducted wall units – Water towers – Humidifiers – Improperly sized units – Chillers – All exterior condensing, cooling and pump pads – Roof mounts, jacks, stands or supports – Condensate pumps – Commercial grade equipment – Cost for crane rentals – Air conditioning with mismatched condensing unit and evaporator coil per manufacturer specifications – Improper use of metering devices – Thermal expansion valves – Refrigerant conversion – Leak detections – Water leaks – Drain line stoppages – Maintenance – Noise. No more than two systems covered unless purchased separately at time of enrollment. We are not responsible for the costs associated with matching dimensions, brand or color made. We will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment.

5. HEATING SYSTEM OR BUILT-IN WALL UNIT

NOTE: Main source of heat to home not to exceed 5 (five) ton capacity and designed for residential use.

INCLUDED: All components and parts necessary for the operation of the heating system. For units below 13 SEER and when We are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant, except: *EXCLUDED:* All components and parts relating to geothermal, water source heat pumps including: outside or underground piping, components for geothermal and/or water source heat pumps, red rilling of wells for geothermal and/or water source heat pumps, and well pump and well pump components for geothermal and/or water source heat pumps. Access – Radiators or valves – Baseboard casings – Radiant heating – Dampers – Valves – Fuel storage tanks- Portable units – Solar heating systems – Fireplaces and key valves – Filters – Line dryers and filters – Oil filters, nozzles, or strainers – Registers – Backflow preventers – Evaporator coil pan – Primary or secondary drain pans – Grills -Clocks – Timers – Add-ons for zoned systems – Heat lamps – Humidifiers – Flues and vents – Improperly sized heating systems – Mismatched systems – Chimneys – Pellet stoves – Cable heat (in ceiling) – Wood stoves (even if only source of heating) – Calcium build-up – Maintenance. NOTE: We will pay no

more than \$1,500 per covered item per contract term for access, diagnosis and repair or replacement of any glycol, hot water, or steam circulating heating systems.

6. WATER HEATER (Gas and/or Electric)

INCLUDED: All components and parts, including circulating pumps, except:

EXCLUDED: Access – Insulation blankets – Pressure reducing valve – Sediment build-up – Rust and corrosion – Main, Holding or storage tanks – Vents and flues – Thermal expansion tanks – Low boy and/or Squat water heaters – Solar water heaters – Solar components – Fuel, holding or storage tanks – Noise – Energy management systems – Commercial grade equipment and units exceeding 75 gallons – Drain pans and drain lines – Tankless water heaters.

7. ELECTRICAL SYSTEM

INCLUDED: All components and parts, including built-in bathroom exhaust fans, except:

EXCLUDED: Fixtures – Carbon monoxide alarms, smoke detectors, detectors or related systems – Intercoms and doorbell systems associated with intercoms – Inadequate wiring capacity – Solar power systems and panels – Solar Components – Energy Management Systems – Direct current (D.C.) wiring or components – Attic exhaust fans – Commercial grade equipment – Auxiliary or sub-panels – Broken and/or severed wires – Rerunning of new wiring for broken wires – Wire tracing – Damages due to power failure or surge – Circuit Overload. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

8. PLUMBING SYSTEM/STOPPAGE

INCLUDED: Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots – Toilet tanks, bowls and mechanisms (replaced with builder's grade as necessary), toilet wax ring seals – Valves for shower, tub, and diverter angle stops, rinses and gate valves – Permanently installed interior sump pumps – Built-in bathtub whirlpool motor and pump assemblies – Stoppages/Clogs in drain and sewer lines up to 100 feet from access point. Mainline stoppages are only covered if there is an accessible ground level cleanout, except:

EXCLUDED: Stoppages and clogs in drain and sewer lines that cannot be cleared by cable or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 100 feet of access point) – Access to drain or sewer lines from vent or removal of water closets – Cost to locate, access or install ground level cleanout – Slab leaks – Polybutylene or Quest piping – Galvanized drain lines – Hose Bibs – Drum traps – Flange- Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots – Faucets, fixtures, cartridges, shower heads & shower arms – Baskets and strainers – Popup assemblies – Bathtubs and showers – Cracked porcelain – Glass – Shower enclosures and base pans – Roman tubs – Bathtub drain mechanisms – Sinks – Toilet lids and seats – Cabling or grouting – Whirlpool jets – Whirlpool control panel – Septic tanks – Sewage ejector pumps – Water softeners – Pressure regulators – Inadequate or excessive water pressure – Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits – Holding or storage tanks – Saunas and/or steam rooms. NOTE: We will provide access to plumbing systems through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement. Our authorized Service Provider will close the access opening and return it to rough finish condition, subject to the \$500 limit indicated. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

9. BUILT-IN MICROWAVE

INCLUDED: All components and parts, except:

EXCLUDED: Doors – Hinges – Handles – Doors – Door glass – Lights – Interior linings – Trays – Clocks – Shelves – Portable or countertop units – Arcing – Meat probe assemblies – Rotisseries.

10. OVEN/RANGE/STOVE/COOKTOP (Gas or Electric; Built-in, Portable or Freestanding).

INCLUDED: All components and parts, except:

EXCLUDED: Clocks (unless they affect the cooking function of the unit) – Meat probe assemblies – Rotisseries – Racks – Handles – Knobs – Door seals – Doors – Hinges – Lighting and handles – Glass – Sensi-heat burners will only be replaced with standard burners.

11. DISHWASHER

INCLUDED: All components and parts, except:

EXCLUDED: Racks – Baskets – Rollers – Hinges – Handles – Doors – Door gaskets – Damage caused by broken glass – Cleaning.

12. GARBAGE DISPOSAL

INCLUDED: All components and parts, including entire unit, except:

EXCLUDED: Problems and/or jams caused by bones, glass, or foreign objects other than food.

13. CEILING AND EXHAUST FANS

INCLUDED: Motors – Switches – Controls – Bearings, except:

EXCLUDED: Fans – Blades – Belts – Shutters – Filters – Lighting. Note: Builder's standard is used when replacement is necessary.

14. DUCTWORK

INCLUDED: Duct from heating unit to point of attachment at registers or grills, except:

EXCLUDED: Registers and grills – Insulation – Asbestos-insulated ductwork – Vents, flues and breeching – Ductwork exposed to outside elements – Improperly sized ductwork – Separation due to settlement and/or lack of support – Damper motors – Diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment. We will provide access to ductwork through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. With respect to concrete covered, embedded, encased, or otherwise inaccessible ductwork, We will pay no more than \$500 per contract term for access, diagnosis and repair or replacement. Our authorized Service Provider will close the access opening and return to a rough finish condition, subject to the \$500 limit indicated. We shall not be responsible for

payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

15. GARAGE DOOR OPENER

INCLUDED: All components and parts, except:

EXCLUDED: Garage doors – Hinges – Springs – Sensors – Chains – Travelers – Tracks – Rollers – Remote receiving and/or transmitting devices.

16. GREEN

INCLUDED: If a covered system or appliance (limited to Clothes Washer, Clothes Dryer, Refrigerator, Dishwasher, Heating System, and Water Heater) breaks down per Section I above and subject to all other contract inclusions, exclusions and limitations, and it cannot be repaired, We will replace the appliance with an ENERGY STAR qualified product (subject to availability, exclusions and limitations), one with similar and like features as existing appliance, except:

EXCLUDED: All other contract limitations of liability and exclusions apply.

E. OPTIONAL COVERAGE (Requires Additional Payment)

NOTE: You may purchase any Optional Coverage for up to 30 days after commencement of Coverage. However, Coverage shall not commence until receipt of payment by Us and such Coverage shall expire upon expiration of Coverage period in Section II.

1. POOL AND/OR SPA EQUIPMENT

INCLUDED: Both pool and built-in spa equipment (exterior hot tub and whirlpool) are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional fee is paid. Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: Heater – Pump – Motor – Filter – Filter timer – Gaskets – Blower – Timer – Valves, limited to back flush, actuator, check, and 2 and 3-way valves – Relays and switches – Pool sweep motor and pump – Above ground plumbing pipes and wiring, except:

EXCLUDED: Portable or above ground pools/spas – Control panels and electronic boards – Lights – Liners – Maintenance – Structural defects – Solar equipment – Jets – Ornamental fountains, waterfalls and their pumping systems – Pool cover and related equipment – Fill line and fill valve – Built-in or detachable cleaning equipment such as, but not limited to, pool sweeps, pop up heads – Turbo valves, skimmers, chlorinators, and ionizers – Fuel storage tanks – Disposable filtration mediums – Cracked or corroded casings – Grids – Cartridges – Heat pump – Salt water systems. We will pay no more than \$500 per contract term for access, diagnosis and repair and/replacement.

2. SEPTIC TANK PUMPING

INCLUDED: Main line stoppages/clogs (one time only, and must have existing access or clean out). If a stoppage is due to a septic tank backup, then We will pump the septic tank one time during the contract term. Coverage can only become effective if a septic certification was completed within 90 days prior to close of sale. We reserve the right to request a copy of the certification prior to service dispatch.

EXCLUDED: The cost of gaining or finding access to the septic tank and the cost of sewer hook ups – Disposal of waste – Chemical treatments – Tanks – Leach lines – Cesspool – Mechanical pumps/systems. Limited to a total of \$200 maximum.

3. WELL PUMP

INCLUDED: All components and parts of well pump utilized for main dwelling only, except:

EXCLUDED: Holding or storage tanks – Digging – Locating pump – Pump retrieval – Re Drilling of wells – Well casings – Pressure tanks – Pressure switches and gauges – Check valve – Relief valve – Drop pipe – Piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump – Booster pumps – Well pump and well pump components for geothermal and/or water source heat pumps. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

4. SUMP PUMP

INCLUDED: Permanently installed sump pump for groundwater, within the foundation of the home or attached garage, except:

EXCLUDED: Sewage ejector pumps – Portable pumps – Backflow preventers – Check valves – Piping modifications for new installs.

5. CENTRAL VACUUM

INCLUDED: All mechanical system components and parts, except:

EXCLUDED: Ductwork – Hoses – Blockages – Accessories.

6. LIMITED ROOF LEAK (Single Family Homes Only)

INCLUDED: Repair of shake, shingle, and composition roof leaks over the occupied living area.

EXCLUDED: Porches – Patios – Cracked and/or missing material – Foam roofs – Tar and gravel or metal roof – Cemwood shakes – Masonite shingles – Flat or built-up roof

- Limit repair \$1000

Structural leaks adjacent to or caused by appendages of any kind – Downspouts Flashing – Gutters – Skylights – Decks – Patio covers – Solar equipment – Roof jacks – Antennae – Satellite components – Chimneys – Partial roof replacement – Preventative maintenance.

NOTE: If roof must be partially or completely replaced to effect repair, this coverage does not apply.

7. STAND ALONE FREEZER

INCLUDED: All parts and components that affect the operation of the unit, except:

EXCLUDED: Ice crushers, dispensers and related equipment – Internal shell – Racks – Shelves – Glass displays – Lights – Knobs and caps – Dials – Doors – Door seals and gaskets – Door hinges – Door handles – Glass – Condensation pans – Grates – Food spoilage – Disposal and recapture of Freon.

8. SECOND REFRIGERATOR

INCLUDED: All components and parts, including integral freezer unit, except:

EXCLUDED: Racks – Shelves – Lighting and handles –, ice crushers,– Interior thermal shells – Freezers which are not an integral part of the refrigerator – Food spoilage – Doors – Hinges – Glass – Audio/Visual equipment and internet connection components.

9. SEPTIC SYSTEM

INCLUDED: Sewage ejector pump – Jet pump – Aerobic pump – Septic tank and line from house.

EXCLUDED: Leach lines – Field lines – Lateral lines – Tile fields and leach beds – Insufficient capacity – Clean out – Pumping. We will pay no more than \$500 per contract term for access, diagnosis and repair and/replacement.

Buyer Name Print _____ / _____

Buyer signature _____ Date _____

F. LIMITATIONS OF LIABILITY

1. The following are not included during the contract term; (i) malfunction or improper operation due to rust or corrosion of all systems and appliances, (ii) collapsed ductwork, (iii) known or unknown pre-existing conditions.
2. We are not responsible for providing access to or closing access from any covered item which is concrete- encased or otherwise obstructed or inaccessible.
3. At times it is necessary to open walls or ceilings to make repairs. The Service Provider obtained by Us will close the opening, and return to a rough finish condition. We are not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like.
4. We are not responsible for the repair of any cosmetic defects or performance of routine maintenance.

5. Electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not included.

6. You may be charged an additional fee by the Service Provider to dispose of an old appliance, system or component, including, but not limited to the following items: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters, and any system or appliance which contains dangerous or hazardous materials.

7. We are not liable for service involving hazardous or toxic materials including but not limited to mold, lead paint, or asbestos, nor costs or expenses associated with refrigerant recovery, recycling, reclaiming or disposal. We are not liable for any failure to obtain timely service due to conditions beyond Our control, including, but not limited to, labor difficulties or delays in obtaining parts or equipment.

8. We are not liable for repair of conditions caused by chemical or sedimentary build up, rust or corrosion, mildew, mold, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightening, mud, earthquake, soil movement, soil settlement, settling of home, storms, accidents, pest damage, acts of God, or failure due to excessive or inadequate water pressure.

9. We have the sole right to determine whether a covered system or appliance will be repaired or replaced. We are responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. We are not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component or part thereof or with new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments. If parts are no longer available, We will offer a cash payment in the amount of the average cost between parts and labor of the covered repair. We reserve the right to locate parts at any time. For the first 30 days of the contract term, We are not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, We will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. We reserve the right to rebuild a part or component, or replace with a rebuilt part or component.

10. We are not liable for repairs related to costs of construction, carpentry or other incidental costs associated with alterations or modifications of appliances, components or

installation of different equipment and/or systems. Except as required to maintain compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, We are not responsible for providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part, including but not limited to efficiency as mandated by federal, state or local governments.

11. We are not responsible for repairs related to inadequacy, lack of capacity, improper installation, mismatched systems, oversized systems, undersized systems, previous repair or design, manufacturer's defect, and any modification to the system or appliance.

12. We are not liable for normal or routine maintenance. We will not pay for repairs or failures that result from the Contract holder's failure to perform normal or routine maintenance. For example, You are responsible for providing routine maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement. In the event a claim is denied, and a customer seeks to have Us review that denial, We have the right to request routine maintenance records in reviewing its decision.

13. We are not liable for the repair or replacement of commercial grade equipment, systems or appliances. We shall pay no more than \$1,000 in aggregate for professional series or like appliances such as, but not limited to, brand names such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, GE Monogram, Thermador, and etc.

14. We reserve the right to obtain a second opinion at Our expense.

15. We are not responsible for any repair, replacement, installation, or modification of any covered system or appliance arising from a manufacturer's recall or defect of said covered items, nor any covered item while still under an existing manufacturer's, distributor's, or in-home warranty.

16. We reserve the right to offer cash back in lieu of repair or replacement in the amount of Our actual cost (which at times may be less than retail) to repair or replace any covered system, component or appliance.

17. We are not responsible for the repair or replacement of any system or appliance or component or part thereof that has been previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either has issued, or issued, a warning or recall, or which is otherwise necessitated due to

failure caused by the manufacturer's improper design, use of improper materials, formula, manufacturing process or other manufacturing defect.

18. We will not pay for the repairs or replacement of any covered systems or appliances if they are inoperable as a result of known or unknown pre-existing conditions, deficiencies and/or defects.

19. You agree that We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance. You also agree that We are not liable for consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages. Your sole remedy under this agreement is recovery of the cost of the required repair or replacement, whichever is less. You agree that, in no event, will Our liability exceed \$1500 per contract item for access, diagnosis and repair or replacement.

G. MANDATORY ARBITRATION

In the event of a dispute over a claim or coverage You agree to file a written claim with Us and allow Us thirty (30) calendar days to respond to the claim. The parties agree to mediate in good faith, before resorting to mandatory arbitration, in the state of CA. Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions You agree that:

1. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action, multiple plaintiff, representative, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR

REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

2. Any and all disputes, claims and causes of action arising out of or connected with this Agreement (including but not limited to whether a particular dispute is arbitrable hereunder) shall be resolved exclusively by the American Arbitration Association in the state of CALIFORNIA under its Commercial Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.

3. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$1500 per claim, but in no event attorneys' fees.

4. Under no circumstances will You be permitted to obtain awards for, and You hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of CALIFORNIA, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of CALIFORNIA or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of CALIFORNIA.

5. Utah Residents: ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

6. Wisconsin Residents: Unless You decide to file a claim solely in Your individual capacity in Wisconsin small claims court and notify Us in advance of Your decision to do so, any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this contract or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. You may elect to have

any arbitration under this Agreement held in the state of Wisconsin or within the jurisdiction in which the covered property is located. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to Section G (1) of this contract.

7. Wyoming Residents: At the time of any dispute, the parties hereto may agree to resolve their difference by arbitration in a separate written agreement.

H. SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

I. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

1. We will not contract for services to meet current building or zoning code requirements or to correct for code violations, nor will it contract for services when permits cannot be obtained. We will not pay for the cost to obtain permits.

2. Except as required to maintain compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, We are not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

J. MULTIPLE UNITS AND INVESTMENT PROPERTIES

1. If the contract is for duplex, triplex, or fourplex dwelling, then every unit within such dwelling must be covered by Our contract with applicable optional coverage for coverage to apply to common systems and appliances.
2. If this contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded.
3. Except as otherwise provided in this section, common systems and appliances are excluded.

K. TRANSFER OF CONTRACT & RENEWALS

1. If Your covered property is sold during the term of this contract You must notify Us of the change in ownership and submit the name of the new owner by phoning 1-877-666-1892 in order to transfer coverage to the new owner.
2. You may transfer this contract at any time. There is no fee to transfer contract.
3. This contract may be renewed at Our option and where permitted by state law. In that event You will be notified of the prevailing rate and terms for renewal.
4. If You select the monthly payment option and We elect to renew Your contract, We will notify You of applicable rate and terms of renewal during the tenth month of Your contract. You will automatically be renewed for a monthly coverage period unless You notify Us in writing 30 days prior to the expiration of the contract. Your first payment for the next contract term will be construed as authorization for month-to-month charges.

L. CANCELLATION

This is a maintenance agreement for repair, replacement, or partial replacement of the products listed that are deemed manufactured or sold by the manufacturer. This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty. You may cancel within the first 30 days of the order date for a refund of the paid contract fee, less a \$50 administrative fee and any service costs incurred by Us.

This contract shall be non-cancelable by Us except for:

1. Nonpayment of contract fee;
2. Nonpayment of Service Fee, as stated in Section III;
3. Fraud or misrepresentation of facts material by You to the issuance of this contract;
4. Mutual agreement of Us and You. If canceled after 30 days, You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$50 administrative fee and any service costs incurred by Us. All cancellation requests must be submitted in writing.

5. Arkansas, Hawaii, Massachusetts, Minnesota, New Mexico, Virginia and Wyoming Residents: In addition to Your cancellation rights listed above, You may cancel this contract within 20 days (30 days for Hawaii Residents) of the date this contract was mailed to You or within 10 days (20 days for Hawaii Residents) of delivery if this contract is delivered to You at the time of sale or within a longer time period permitted under this contract and, if You have

not received any service, You are entitled to a full refund of the amount paid by You under this contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days (60 days for New Mexico Residents) after the cancellation of this contract.

6. Hawaii Residents: Your right to cancel this contract and receive a full refund under Section L (5) is not transferable and applies only to the original contract purchaser.

7. Utah Residents: If this contract is canceled by Us, except cancellation for nonpayment of premium, such cancellation will be effective no sooner than 30 days after delivery or first-class mailing of a written notice to You. Cancellation for nonpayment of premium is effective no sooner than 10 days after delivery or first class mailing of

a written notice to You.

8. Vermont Residents: In addition to Your cancellation rights listed above, You may cancel this contract within 20 days of receipt of this contract, if You have not received any service, for a full refund of the amount paid by You under this contract.

9. Virginia Residents: In addition to Our cancellation rights listed above, We may cancel this contract if this contract were to provide coverage before the time the residential property is purchased, should the purchase of the property not occur.

10. Wisconsin Residents: This contract shall be non-cancelable by Us except for material misrepresentation, substantial change in the risk assumed, or a substantial breach of contractual duties, conditions or warranties. You may, within 15 calendar days of the delivery of this contract, reject and return this contract for a full refund less actual costs or charges needed to issue and service this contract.

11. Wyoming Residents: Your right to cancel this contract and receive a full refund under Section L (5) is not transferable and applies only to the original contract purchaser. If this contract is canceled by Us, We will mail a written notice to You at the last known address at least 10 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by You.

M. MISCELLANEOUS STATE PROVISIONS

1. The obligations of TMIS under this contract are backed by the full faith and credit of TMIS, and are not guaranteed under a service contract reimbursement insurance policy.

2. The purchase of this contract is not mandatory and similar coverage may be purchased through another seller, obligor or insurance company.

3. Iowa Residents: The issuer of this contract is subject to regulation by the Insurance Division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division. 4. New Hampshire Residents: In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301 or by calling (603) 271- 2261.

5. Utah Residents:

This contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the

Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

Weekend, holiday and evening service will be performed only in the event of a failure or malfunction of a covered system or appliance, for which repair is prescribed under this Agreement, which is essential to your health and safety (“Emergency Repair”). An event will qualify for Emergency Repair if the emergency involves the loss of heating or cooling, loss

of plumbing or substantial loss of electrical service and the emergency renders the dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling.

In the case of an Emergency Repair, You will not be required to obtain Our prior authorization for service. Only in the case of an Emergency Repair, You may directly contact a qualified and insured Service Provider to obtain service in the event of failure or malfunction of a covered system or appliance, for which repair is prescribed under this contract. Upon completion of the service, the Service Provider must provide You an itemized invoice for the charges. You should try to find a Service Contractor who will charge a fair and reasonable cost for parts and labor as You will be responsible for paying the Service Provider directly for the services rendered, including the Service Fee or similar charge up to the Service Fee, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to Us for reimbursement up to the limit of coverage under this contract. Please call us at 1-877-666-1892 to find out the best way to submit the paid invoice; or, You may submit the paid invoice by mailing it to Us at 8302 Gaynor Ave North Hills CA. 91343 with an explanation of the emergency, when it occurred, Your name, Your account number and Your contact information. We may need to contact You for further information

6. Virginia Residents: If You are unable to contact or obtain satisfaction from Us then You may contact the Virginia Corporation Commission, at Bureau of Insurance, P.O. Box 1157, Richmond, Virginia, 23218-1157 or by calling (800) 552-7945.

7. Wisconsin Residents: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Buyer Name _____ / _____

Buyer Signature _____ Date _____



1877-666-1892 www.911homewarranty.com