

SCHEDULE PAGE

Customer Information					
Name		Contact Number		E-Mail Address	
Street		City		State	Zip Code
Vehicle Information					
VIN	Year	Make	Model	New/Used	Vehicle Purchase Price
Dealer/Seller Dealer					
Dealer Name		Address		City	State
				Zip Code	Phone Number
Lienholder					
Buyer acknowledges the Lienholder to receive any refund for credit to my account in the event this Service Contract is canceled, and the Lienholder obligation has not been fully satisfied.					
Lienholder Name		Address		City	State
				Zip Code	
Agreement Information					
Agreement Purchase Date		Term in Months		Deductible	Agreement Expiration Date
Protection Plan(s) & Pricing: The coverage is based on the selections below. Items not printed below will not be included in protection coverage. (See Key Terms)					
Coverage Selection		Agreement Purchase Price		Optional Surcharge(s)	

YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE. You should read this **Agreement** carefully. It contains the entire agreement between **You** and **Us**. It takes precedence over any other written or oral statements made to **You** with respect to this **Agreement**. This is a service agreement, not a warranty or insurance contract. REVIEW "STATE AMENDMENTS" FOR ANY RIGHTS, PRIVILEGES AND CONDITIONS THAT GOVERN THIS **AGREEMENT** IN YOUR STATE. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. **You** acknowledge **Your** understanding of and agree to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section in this **Agreement**. Refer to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section for opt-out instructions. **THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.** This **Agreement** is based on information **You** provided in this **Schedule Page**. **You** acknowledge **Your** understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out in Limited Applicability of the Federal Magnuson-Moss Warranty Act section of this **Agreement**. **Your** signature below means that **You** have reviewed and understand the **Agreement Terms and Conditions**.

The Purchase Price may be financed with the purchase of this Vehicle. Other payment options may be available.

Signed by: _____ Date _____
Customer

Signed by _____ Date _____
Dealer/Seller Representative

Claims: (833) 527-8246

You are required to obtain authorization prior to beginning any Repairs covered by this Agreement by calling (833) 527-8246. Repair Facilities go to app.dealeradmin.io or call (833) 527-8246 on instructions on how to file a claim.

AGREEMENT TERMS & CONDITIONS

This Agreement is between You and the Provider. This Agreement describes the coverage You will have under Your Agreement. In return for payment by You on the Schedule Page and subject to all the terms of this Agreement, We agree with You as follows:

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I. DEFINITIONS & KEY TERMS

The following words whether capitalized or in bold have the following meaning throughout this Agreement.

Administrator: DealerAdmin.io, LLC, 8940 Fourwinds Drive Suite 610, Windcrest, TX 78239 (800)436-9498, except in the state of Florida. In Florida, the Administrator is Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, Florida License No. 03698.

Agreement: This John Daly Cart Care Agreement is an agreement between You and Us that provides mechanical repair or replacement services.

Agreement Term: . This Agreement begins on the Agreement Purchase Date, is for the Term in Months shown below and expires on the Agreement Expiration Date provided the appropriate fee is paid and received by Us as indicated on the Schedule Page

Schedule Page: The first page of this Agreement that contains information regarding You, Your Vehicle and the coverages provided.

Breakdown: The failure of any original or replacement part covered by the Agreement when: (1) The covered part fails to perform as it was originally designed to work under normal driving usage, (2) Failure is due to a material defect in workmanship, (3) Failure is outside the manufacturer's tolerance or specifications mentioned, (4) Normal wear and tear exceeds the manufacturer's tolerance and specifications, and (5) The Vehicle has received all required maintenance recommended by the manufacturer as outlined in the Owner's Manual.

Commercial Use: This refers to the use of the vehicle being used for the purposes of business use including but not limited to: emergency vehicles, taxi or limousine vehicles, livery vehicles, vehicles that seat more than four (4) forward facing passengers, vehicles without manufacturer issued serial or VIN numbers or utility vehicles, RV Parks, Apartments, purchased by Golf Course for the use on or off the course.

Cost: This refers to the expenses for parts and labor needed to rectify a breakdown. It may involve using new, refurbished, or remanufactured parts based on the Administrator's discretion. The Cost also takes into account the Reasonable Cost, which considers the vehicle's age, condition, repair location, and industry standards. The Administrator will determine what is deemed a Reasonable Cost. Dealer/Seller: The retail Dealer/Seller of this Agreement to You by the Dealer/Seller listed in the Dealer/Seller Information section in the Schedule Page for the Covered Vehicle model listed in the Schedule Page.

Deductible: The amount You must pay for covered Repairs per visit as indicated in the Agreement Information section of the Schedule Page. The standard Deductible is fifty dollars (\$50). If no Deductible amount is selected on the Schedule Page, a fifty dollar (\$50) Deductible will apply per repair visit. If Your Cost is a Warranty Deductible charge imposed by a Manufacturer's Warranty, We will reimburse You for the Manufacturer's Deductible up to the amount You selected in the Agreement Information section of the Schedule Page.

Limit of Liability/Aggregate: The total amount this Agreement will pay toward a repair or over the life of the Agreement as stated.

Obligor, Provider (We, Us, and Our):The provider and company obligated to perform under this Agreement is DealerAdmin.io, LLC, 8940 Fourwinds Drive Suite 610, Windcrest, TX 78239, (800) 436-9498 except in the states of Florida, Louisiana and Oklahoma. In Louisiana, the Obligor is Auto Knight Motor Club, Inc., 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, Florida 32256. In Florida and Oklahoma, the Obligor is Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738, FL Lic.: 03698 and OK Lic.:44194686.

Pre-Existing Conditions: Any Vehicle, at time of claim for service, which is determined to have a failure that is due to a condition which indicates the Vehicle was not in good mechanical working order at the time this Agreement was purchased on the Vehicle.

Repairs or Services: Those types of services as described in this Agreement under section II. – Coverage/Protection Plans.

Repair Facility: The Dealer/Seller or a licensed Repair Facility located in the United States, or Canada, open to the public during normal business hours and is licensed to perform Repairs and provide a minimum thirty (30) day Warranty from the date of service on all Repairs completed and is approved by the Administrator. All repairs must be authorized by the Administrator prior to any work being completed.

Vehicle or Covered Vehicle: The described Vehicle, (Golf Cart), in the Vehicle Information section on the Schedule Page.

Warranty means any warranty of the manufacturer, or any other warranty required by a state or given by a Dealer/Seller or Repair Facility. You or Your means the purchaser identified under the Customer Information section on the Schedule Page.

II. COVERAGE / PROTECTION PLANS

This section describes the Protection Plan, or Plans **You** purchased as indicated on the **Schedule Page** of **Your Agreement**.

EXCLUSIONARY COVERAGE

BREAKDOWN COVERAGE

If **You** have bought the Exclusionary Coverage as indicated on the **Schedule Page**, **We** will pay or reimburse **You** for **Reasonable Costs** to **Repair** or replace any **Breakdown** of all mechanical or electrical parts or components on **Your Vehicle**, except those listed under section III. EXCLUSIONS & WHAT'S NOT COVERED, less any **Deductible**, in accordance with section VII. GENERAL PROVISIONS. Reimbursement amounts for replacement parts or components may be based on new, non—OEM, remanufactured or used parts at the **Administrator's** sole discretion. **Exclusionary Coverage does not provide Coverage for any optional Coverages listed below unless the optional Coverage has been selected by You and is printed on the Schedule Page.**

OPTIONAL COVERAGES | SURCHARGES

COMMERCIAL USE

Commercial Use is for vehicles that are used for business purposes. This optional surcharge provides all of the benefits of the agreement for personal use.

If **You** have elected this optional surcharge and "**Commercial Use**" is printed on the **Schedule Page** in the Optional Surcharges Box, **You** may use **Your Vehicle** for purposes outlined in **SECTION III — EXCLUSIONS & WHAT'S NOT COVERED — ITEM L**.

ADDITIONAL BENEFITS UNDER THIS COVERAGE

VEHICLE PICKUP: In the event of a **Breakdown** of a covered part, **We** will reimburse **You** up to one-hundred dollars (\$100.00), for reasonable pickup and delivery charges associated with having **Your Vehicle** taken to a **Repair Facility**. **We** will require an itemized repair work order with **Your** signature, to process reimbursement for pickup fees.

ON-SITE SERVICE BENEFIT: In the event of a **Breakdown** of a covered part, **We** will reimburse **You** up to fifty dollars (\$50.00), for on-site service charges for covered/authorized **Repairs**. **We** will require an itemized repair work order and all repairs must be pre-authorized prior to repair(s) being performed. **Your** signature will be required to process reimbursement for on-site service charge fees.

III. EXCLUSIONS & WHAT'S NOT COVERED

MAINTENANCE AND PARTS NOT COVERED

Normal maintenance items/repairs, such as cleaning parts, engine tune-ups and front-end alignments, are not covered.

Adjustments and alignments to covered parts are not covered. In addition, this Agreement provides no benefits or coverage and **We** have no obligation under this Contract for:

- A. Repair and/or replacement of covered components that were performed without prior authorization from the Administrator, except for Emergency repairs completed within the provisions listed as stated in this Contract.
- B. Repair and/or replacement of covered components when no Breakdown has occurred.
- C. A Breakdown caused by contamination of any nature, foreign objects, improper amount or type of fluids, fuels, coolants, lubricants, refrigerants, or lack of Vehicle manufacturer's required maintenance.
- D. A Breakdown resulting from continued operation or caused by **Your** failure to take reasonable precautions, such as stopping **Your Vehicle** immediately or having it towed to prevent further damage when an apparent problem exists.
- E. The repair or replacement of valves or rings, if the purpose is to raise the engine's compression.
- F. Any adjustments, repositioning, refitting, realigning, and/or cleaning, including but not limited to repairs necessary to correct: trim fit, squeaks, rattles, idle, water leaks or wind noise.
- G. Repair or replacement of any parts not necessary to the completion of the repairs for a covered Breakdown or not damaged by the failure of a covered part.
- H. A Breakdown caused by or involving modifications to **Your Vehicle** which were not performed or recommended by the Vehicle manufacturer.
- I. Lift Kits and Oversized Tire are not covered if not installed by Manufacturer or Authorized Dealer.
- J. Any loss or expense if **Your Vehicle** is used for Commercial Use as defined in this Contract, unless Optional Commercial Surcharge is selected and printed on the Schedule Page.
- K. Any loss or expense if **Your Vehicle** is used for competitive driving, racing, losses resulting from neglect, abuse, or misuse of **Your Vehicle** or the benefits of this Contract.
- L. Certain vehicles are not eligible per the Administrator this includes, but is not limited to, emergency vehicles, taxi or limousine vehicles, livery vehicles, vehicles that seat more than four (4) forward facing passengers, vehicles without manufacturer issued serial or VIN numbers or utility vehicles, RV Parks, Apartments, purchased by Golf Course for the use on or off the course or construction sites.
- M. A Breakdown caused by or resulting from collision, breakage of glass, missile or falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, rust, corrosion, contamination, foreign objects, malicious mischief, riot or civil commotion, lightning, environmental or industrial fallout, freezing, rotting, mold or any loss normally covered by an automobile insurance policy, including injury or death to any person or persons.
- N. Damage from improper or over-charging of Vehicle batteries.
- O. Damage caused by an improper tow or improper storage of **Your Vehicle**.
- P. Any Breakdown if the Vehicle manufacturer has voided or rescinded their warranty on **Your Vehicle**.
- Q. Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown.
- R. Any liability, Cost or damages **You** incur or may incur to any third parties other than for Administrator-approved repair or replacement of covered parts which caused a Breakdown.

- S. Any liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related to a Breakdown.
- T. Any cost covered by a repairer's or supplier's guarantee, or loss resulting from faulty or negligent repair work, any cost which would be covered by a Vehicle manufacturer's warranty, or for which the Vehicle manufacturer has announced its responsibility through any means including public recalls or Vehicle manufacturer service bulletins, whether the Vehicle manufacturer is a viable entity or not.
- U. Any part not covered by, or excluded by the original Vehicle manufacturer's warranty, whether or not the Vehicle manufacturer remains a viable entity.
- V. Damage to or involving parts and accessories not supplied by the Vehicle's Original Equipment Manufacturer.
- W. A Breakdown not occurring in the United States or Canada.
- X. Any Breakdown which existed prior to or was caused by a condition which existed prior to the Service Contract purchase date.

IV. YOUR RESPONSIBILITIES & OBLIGATIONS

In order to keep Your Agreement valid, You must follow the maintenance procedures listed below. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage.

Your Vehicle must be serviced receiving all scheduled maintenance as recommended by the Manufacturer in the Owner's Manual.

You must keep receipts which verify the Vehicle Identification Number/Serial Number, work orders and other documents that shows a date, a description of Your Vehicle, mileage and Services performed. You may be required to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage. You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Vehicle. You are required to shut down the engine immediately when either of these lights/gauges indicates a problem. If You experience a Breakdown, You agree to:

1. Use all reasonable means to protect Your Vehicle from further damage.
2. Notify the Administrator as soon as possible if You are unable to return to the Dealer/Seller.
3. Authorize the Repair Facility to perform necessary diagnostic work so that the Repair Facility can provide an accurate diagnosis and estimate of repairs. **IMPORTANT: WE WILL NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT.**
4. Furnish the Dealer/Seller or Administrator with such information as they may reasonably require and if requested provide proof of Your Vehicle's regular maintenance during the Agreement Term as defined in this section.
5. Reserve for the Administrator the right to refer Your Vehicle to the Dealer/Seller or a dealership that sells and services Your type of Vehicle, for certain repairs.
6. Allow the Dealer/Seller or Administrator to examine Your Vehicle if the Administrator asks to do so.
7. Obtain authorization from the Administrator prior to beginning any repairs covered by this Agreement.

V. WHAT TO DO IF YOU NEED REPAIRS

If Your Vehicle is within fifty (50) miles of the Dealer/Seller, You must deliver Your Vehicle to the Dealer/Seller at the address shown on the Schedule Page. If Your Vehicle is more than fifty (50) miles from the Dealer/Seller or the Dealer/Seller is no longer at that address, call 833.527.8246 for instructions before you deliver Your Vehicle to a Repair Facility. You must authorize the Repair Facility to perform necessary diagnostic work so that the Repair Facility can provide an accurate estimate of repair. To ensure coverage under the terms of this Agreement, authorization must be obtained prior to repair. Call the toll free claims number listed below between the hours of 8:00 a.m. - 5:00 p.m. C.T. Monday - Friday or go to app.dealerAdmin.io and the Repair Facility to file the claim online 24 hours a day. Call 833.527.8246 .

Emergency Repair Instructions: In the event that a Breakdown of a covered part occurs when the Administrator's office is closed and emergency repairs are necessary, You may follow the claim procedures and commence emergency repairs without securing the Administrator's prior authorization. However, You or the authorized service representative must notify the Administrator of the repairs as soon as the Administrator's office reopens. You must submit written information and documentation concerning the Breakdown and repairs no later than thirty (30) days after the Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this Agreement and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because Your Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens.

VI. GENERAL PROVISIONS

1. **When And Where You Are Covered**
You are covered when this **Agreement** is issued to You. This **Agreement** applies only to repairs occurring within the United States of America and Canada.
2. **Your Help And Assistance**
Your help and assistance is required if We ask You to help Us enforce Your rights against any manufacturer or **Repair Facility** who may be responsible to You for the **Cost** of repairs covered by this **Agreement**.
3. **If You Have Other Coverage**
If You have any other coverage, We will pay only the amount in excess of that coverage, subject to the limits of this Agreement.

4. Limit of Liability/Aggregates

The total obligation under this agreement will not exceed the selling price of the vehicle, as documented at the time of purchase or lease. This is the maximum liability for any and all claims during the term of this **Agreement**. You are responsible for any **Costs** over the specified Aggregate limits, any amounts over the Limit of Liability and for any non-covered expenses.

5. Subrogation

If **We** pay for a loss, **We** may require **You** to assign to **Us** **Your** rights of recovery against others. **We** will not pay for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived.

6. How To Transfer This Agreement

This provision applies to any Protection Plan(s) as indicated on the Schedule Page. Our rights and duties under this Agreement may only be transferred to subsequent purchaser directly by You within thirty (30) days from the date of sale to the subsequent owner and upon payment to the Administrator of a fifty-dollar (\$50) transfer fee. This Agreement may not be transferred to any entity in the business of selling or leasing motor vehicles. In the event of Your death, the benefits of this Agreement will be available to Your spouse or legal representative.

7. How To Cancel This Agreement– Including Refunds And Charges

This provision applies Plan(s) and Coverage(s) as indicated on the Schedule Page of Your Agreement.

Cancellation By You

You may cancel this Agreement at any time. To cancel, contact the Dealer/Seller. The Dealer/Seller will assist with Your cancellation request. If You are unable to return to the Dealer/Seller, You must provide written notice to the Administrator. A copy of Your Agreement must be included with Your request for cancellation.

Cancellation By Lienholder If this Agreement is financed, the Lienholder (shown on the Schedule Page) may cancel the Agreement in the event You default in Your obligation to such Lienholder or in the event Your Vehicle is declared a total loss or is repossessed. **if there is a lien on Your Vehicle and the Agreement is canceled, the lienholder will receive the refund if any.**

Cancellation By Us

If **We** cancel this Agreement, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and the reason for cancellation. **We** may cancel this Agreement for any reason within ninety (90) days of the Agreement Purchase Date. After ninety (90) days, **We** may cancel this Agreement:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** do not pay the Agreement Price; or
- If **You** use **Your Vehicle** in any manner not covered by this Agreement.

How Refunds Are Calculated

If the Agreement is canceled within thirty (30) days of the Agreement Purchase Date and a claim has not been incurred, a one hundred percent (100%) refund, less any claims paid on Your Agreement of the Agreement Price will be made. After thirty (30) days or if a claim has been incurred, a pro-rata refund of the unused days will be made. The pro-rata refund will be calculated by multiplying the Agreement Price by the percentage of the unused days, whichever is greater, compared to the total months of the Agreement Term, less an administrative fee of fifty dollars (\$50), less any claims paid on Your Agreement. All refunds will be paid to the Lienholder if any, otherwise to You. If the Agreement is canceled by Us, the cancellation period of thirty (30) days is changed to ninety (90) days.

8. Insurance Statement

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

In California, obligations under this Agreement are insured under an insurance policy issued by Response Indemnity Company of California, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (800) 888-2738].

In Georgia, obligations under this Agreement are insured under an insurance policy issued by Insurance Company of the South, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (800) 888-2738].

In New York and Wisconsin, obligations under this Agreement are insured under an insurance policy issued by Blue Ridge Indemnity Company, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (800) 888-2738].

In the event the Obligor fails to pay an authorized claim within [sixty (60) days], or if the Obligor becomes insolvent or ceases to conduct business during the Term of this Agreement, You may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: [(800) 888-2738].

9. Entire Agreement

This Agreement represents the entire agreement between You and Us. No person has the authority to change this Agreement or to waive any of its provisions. No other written or oral statements apply to this Agreement. **We shall not be responsible for any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.**

10. LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON-MOSS WARRANTY ACT

You agree and acknowledge that You have paid an additional fee for this Agreement that is separate and apart from the purchase price You paid for the Vehicle. Because of that separately stated consideration, You agree and acknowledge that this Agreement is not part of the basis of the bargain for Your purchase of the Vehicle. You further agree and acknowledge that We, the Administrator/Obligor under this Agreement, are not the supplier of the Vehicle. Consequently, this Agreement is not a "written warranty" under the Federal Magnuson-Moss Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson-Moss Warranty Act that apply only to a "written warranty".

11. LIMITATION OF LIABILITY

THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE RV/UNIT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

12. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

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

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), **You, We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.**

In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Agreement**. The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law.

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

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and

procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **You** total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this **Agreement** or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT. To opt out, **You** must send written notice to either 1). 8940 Fourwinds Drive Suite 610, Windcrest, TX 78239 Attn: Legal or 2). legal@dealeradmin.io with the subject line, “Arbitration/Class Action Waiver Opt Out.” **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

VIII. STATE AMENDMENTS

This **Agreement** is amended to comply with the following state requirements:

ALABAMA: VI. GENERAL PROVISIONS, bullet point 8: How To Cancel This Agreement– Including Refunds And Charges, How Refunds Are Calculated is amended as follows: The administrative fee is changed to twenty-five dollars (\$25). If **You** are the original Agreement Holder and **You** cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Contract to **Us**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

ALASKA: VI. GENERAL PROVISIONS, bullet point 8. Cancellation by **Us** is deleted and replaced with the following: **We** may cancel this Agreement at any time for (1) nonpayment of the Agreement Price; (2) **Your** conviction a crime having, as one of its necessary elements, an act increasing a hazard covered by the Agreement; (3) discovery of fraud or material misrepresentation made by **You** or a representative of **You** in obtaining the Agreement or by **You** in pursuing a claim under the Agreement; (4) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by the Agreement; (5) physical changes in the property covered by **You** that result in the property becoming ineligible for coverage under the contract; or (6) a substantial breach of duties by **You** related to the covered motor vehicle. If **We** cancel this Agreement, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by **You** in obtaining the Agreement or **You** in pursuing a claim under the Agreement.

VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is deleted and replaced with the following: If this Contract is cancelled within the first thirty (30) days and no claims have been filed, **We** will refund the entire Contract charge paid. A ten percent (10%) of the Contract amount penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the Contract to **Us**. If this Contract is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins, less an administrative fee not to exceed the lesser of fifty dollars (\$50) or 7.5% of the unearned Contract purchase price. The total amount of all authorized claims will be deducted from all refunds. A ten percent (10%) of the unearned Contract amount penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the Contract to **Us**. In the event of cancellation, the funding party, if any, will be named on a cancellation refund check as their interest may appear. If **We** cancel this Contract, **We** shall refund the prorated amount of the unearned Contract Purchase Price, less any claims paid. A ten percent (10%) of the unearned Contract amount penalty per month shall be added to a refund not paid or credited within forty-five (45) days after **We** cancel.

VI. GENERAL PROVISIONS, bullet point 9. Insurance Statement, is amended as follows: If the provider fails to pay or to provide service on a claim within thirty (30) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

ARIZONA: VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended with the following: The administrative fee may not exceed fifty dollars (\$50) or ten percent (10%) of the purchase price of the Agreement, whichever is less.

ARKANSAS: VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended as follows: If this Agreement is cancelled within the first thirty (30) days, an administrative fee of fifty dollars (\$50) will be deducted from the cancellation refund. In no event will claims be deducted from a cancellation refund.

CALIFORNIA: In the WHAT IS NOT COVERED section, located within the exclusion pertaining to PRE-EXISTING CONDITIONS is deleted and replaced with the following: **PRE-EXISTING CONDITION, DAMAGE OR WEAR WHICH EXISTED PRIOR TO THE AGREEMENT PURCHASE DATE OF THE AGREEMENT.**

VI. GENERAL PROVISIONS, bullet point 8. **How To Cancel This Agreement– Including Refunds And Charges, the “Cancellation by Us” and “How Refunds are Calculated”** sections are deleted and replaced with the following: **If You cancel this contract within sixty (60) days and no claims have been filed, the entire contract charge will be refunded. If You cancel this contract within sixty (60) days and have paid or approved claims, we will refund an amount of the contract price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date coverage begins. If You cancel this contract after sixty (60) days, we will refund an amount of the contract price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date coverage begins, an administrative fee not to exceed the lesser of twenty-five dollars (\$25) or ten percent (10%) of the contract price charged will be charged. If We cancel this contract the cancellation refund will be paid within thirty (30) days of the cancellation and a notice of cancellation will be mailed to you listing the reason for cancellation. The contract ceases to be valid no less than five (5) days after the postmark date of such notice. If we cancel this contract within sixty (60) days, the entire contract price will be refunded, less any claims paid or approved for payment prior to the cancellation date. After sixty (60) days, we may only cancel this contract for non-payment, fraud, or material misrepresentation. If we cancel this contract after sixty (60) days, we will refund an amount of the contract price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date coverage begins. If We cancel this contract, no administrative fee will be charged. In the event of cancellation, We are liable for any claim reported and covered by the contract. You have deemed to reported a claim if You have completed the first step required under the contract for reporting a claim.**

VI. GENERAL PROVISIONS, bullet point 9. **Insurance Statement**, is deleted and replaced with the following: **Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Contract has been denied or has not been honored within sixty (60) days after your request. The name and address of the insurance company is: Response Indemnity Company of California, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256. If You are not satisfied with the insurance company’s response, You may contact the California Department of Insurance at 1-800-927-4357 or access the department’s Internet Web site (www.insurance.ca.gov).**

COLORADO: VI. GENERAL PROVISIONS, bullet point 9. **Insurance Statement**, is amended to add: **Policy #. Multi-DAIO**

CONNECTICUT: The following is added to the Agreement: **Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty contract.**

The following is added to the Agreement: **This Contract provides no in-home service and any costs of transporting the vehicle for service or repairs, covered under this Contract, are to be paid by You. If the warranty period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the warranty expires.**

VI. GENERAL PROVISIONS, bullet point 8. **Cancellation By You** is amended as follows: **You may cancel this Contract if You return the covered Vehicle or the covered Vehicle is sold, lost, stolen, or destroyed.**

DISTRICT OF COLUMBIA: VI. GENERAL PROVISIONS, bullet point 8. **“How Refunds are Calculated”** is amended as follows: **The administrative fee is fifty dollars (\$50) or ten percent (10%) of the gross Agreement Purchase Price, whichever is less. If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Contract to Us. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.**

FLORIDA: VI. GENERAL PROVISIONS, bullet point 8. **“How Refunds are Calculated”** is deleted in its entirety and replaced with the following: **If You cancel this Agreement during the first thirty (60) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You one hundred percent (100%) of the gross Agreement Purchase Price, less any claims paid on Your Agreement. If You cancel this Agreement after the first thirty (60) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You a pro-rated amount of the Agreement Purchase Price, based on the months remaining, less a cancellation fee not to exceed fifty dollars (\$50) or ten percent (10%) of the gross premium paid by You, whichever is less.**

We may cancel this Agreement during the first thirty (60) days of the Agreement Purchase Date for any reason. After thirty (60) days, We may only cancel this Agreement for material misrepresentation or fraud at the time of sale of the Agreement, for non-payment of the Agreement Purchase Price, or if You have failed to maintain the vehicle as prescribed by the manufacturer. If We cancel this Agreement, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid on Your Agreement. If We cancel this Agreement for non-payment of the Agreement Purchase Price by You, We shall provide You notice of cancellation by certified mail. If Your Agreement is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If Your covered Vehicle is repossessed, stolen or declared a total loss, You authorize the Lienholder to cancel this Agreement. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

VI. GENERAL PROVISIONS, bullet point 8. **How to Transfer this Agreement**, is amended as follows: **A forty dollar (\$40) transfer fee is applicable.**

The following is added to the Agreement: **The Agreement Purchase Price charged for this Contract is not subject to regulation by the FL Office of Insurance Regulation.**

GEORGIA: In the WHAT IS NOT COVERED section, exclusion 1. is deleted and replaced with the following: **1. PRE-EXISTING CONDITION, DAMAGE OR WEAR WHICH WAS KNOWN TO YOU AND EXISTED PRIOR TO THE AGREEMENT PURCHASE DATE OF THE AGREEMENT.**

In the WHAT IS NOT COVERED section, exclusion 6. is deleted and replaced with the following: **6. Damage caused by someone altering or modifying the vehicle outside of the original manufacturer’s specifications, by You or with Your knowledge, including but not limited to modifications to the frame, suspension, or body lift kits, wheels/tires (not to OEM specifications), emission systems, exhaust system, engine, transmission, and differential, regardless of when and where the modifications were made.**

In the WHAT IS NOT COVERED section, exclusion 14. is deleted and replaced with the following: **14. Fluid leaks or damage caused by fluid leaks; Breakdown caused by sediments or water ingestion.**

VI. GENERAL PROVISIONS, bullet point 8. **“Cancellation by Us”** is deleted in its entirety and replaced with the following: **We may not cancel this Agreement except for material misrepresentation, fraud, or for non-payment of Agreement Purchase Price. If We cancel this Agreement, We or the Dealer/Seller will refund You one hundred percent (100%) of the unearned pro rata Agreement Purchase Price less any claims paid and less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the unearned pro rata Agreement Purchase price, whichever is less. Written notice of cancellation, stating the reason for and effective date of the cancellation, will be mailed to You at least thirty (30) days prior to the effective date of cancellation.**

VI. GENERAL PROVISIONS, bullet point 8. **How Refunds Are Calculated** is amended with the following: **In no event will any applicable cancellation fee exceed ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50), whichever is less. If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Contract to Us.**

VI. GENERAL PROVISIONS, bullet point 9. **Insurance Statement**, is amended to add: **If a cancellation refund is not provided within sixty (60) days after Your request to cancel the Contract, You are entitled to make a claim directly against the reimbursement insurance company.**

HAWAII: VI. GENERAL PROVISIONS, bullet point 8. **How Refunds Are Calculated** is amended as follows: **If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, and if no claim has been made, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Contract to Us.**

IDAHO: The following is added to this Contract: **Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guarantee Association.**

VI. GENERAL PROVISIONS, bullet point 8. **How Refunds Are Calculated** is amended as follows: **If this Agreement is cancelled within the first thirty (30) days, an administrative fee of fifty dollars (\$50) will be deducted from the cancellation refund. In no event will claims be deducted from a cancellation refund.**

ILLINOIS: VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended as follows: The administrative fee will not exceed the lesser of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50).

The following is added to this Contract: This Vehicle **Agreement** provides no coverage or benefits for failures resulting from normal wear and tear.

INDIANA: VI. GENERAL PROVISIONS, bullet point 9. Insurance Statement, is amended to add: **Your** proof of payment to the **Dealer/Seller** for this **Agreement** shall be considered proof of payment to Lyndon Southern Insurance Company, which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Agreement**. This **Agreement** is not insurance and is not subject to Indiana insurance law. If a cancellation refund is not provided within sixty (60) days after **Your** request to cancel the **Contract**, **You** are entitled to make a claim directly against the reimbursement insurance company.

IOWA: The following is added to this Agreement; Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315; (515) 281-5705.

VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended as follows: The administrative fee will not exceed ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less. If **You** cancel this **Agreement** within the first thirty (30) days, and no claim has been made, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days of return of this **Agreement** to **Us**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation. If **We** cancel the **Agreement** for any reason other than nonpayment of the purchase price, **We** shall refund **You** one hundred percent (100%) of the unearned **Agreement** purchase price paid, calculated on a pro rata basis based upon elapsed time or mileage, less any claims paid. **We** will also charge an administrative fee in an amount not to exceed ten percent (10%) of the total **Agreement** purchase price or fifty dollars (\$50), whichever is less.

VI. GENERAL PROVISIONS, bullet point 9. Insurance Statement, is amended to add: If a cancellation refund is not provided within sixty (60) days after **Your** request to cancel the **Contract**, **You** are entitled to make a claim directly against the reimbursement insurance company.

KANSAS: Any exclusion for consequential damages within this **contract** is limited to consequential damages that are caused by the **failure of service, repair, replacement or maintenance rendered under the Agreement**.

LOUISIANA: VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, and if no claim has been made, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to **Us**.

The following is added to this Agreement: This **Agreement** is not insurance. This **Agreement** is not regulated by the Department of Insurance. Any concerns or complaints regarding this **Agreement** may be directed to the Attorney General.

MAINE: VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, and if no claim has been made, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to **Us**. The administrative fee will not exceed the lesser of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50).

VI. GENERAL PROVISIONS, bullet point 9. Insurance Statement, is amended to add: If a cancellation refund is not provided within sixty (60) days after **Your** request to cancel the **Contract**, **You** are entitled to make a claim directly against the reimbursement insurance company.

MARYLAND: VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended as follows: No administrative fee shall apply to any refund. If **You** cancel this **Agreement** within thirty (30) days of the **Agreement** effective date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the **Administrator**.

VI. GENERAL PROVISIONS, bullet point 9. Insurance Statement, is amended to add: If a cancellation refund is not provided within sixty (60) days after **Your** request to cancel the **Contract**, **You** are entitled to make a claim directly against the reimbursement insurance company.

MINNESOTA: VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended as follows: A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the provider.

VI. GENERAL PROVISIONS, bullet point 8. Cancellation by **Us** is amended as follows: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of premium, material misrepresentation or substantial breach of duties by **You** relating to the **covered vehicle** or its use.

MASSACHUSETTS: CANCELLATION section is modified as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, **You** will receive a refund within forty-five (45) days of return of this **Agreement** to **Us**; otherwise a ten percent (10%) penalty per month shall be added to a refund. The **Obligor** of this **Agreement** is the **Dealer/Seller** listed on the **Schedule Page**.

MISSISSIPPI: VI. GENERAL PROVISIONS, bullet point 8. Cancellation by **Us** is deleted and replaced with the following: We may cancel this **Agreement** for non-payment of the **Agreement** purchase price, material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **covered Vehicle** or its use. If **We** cancel this **Agreement** for a reason other than non-payment of the **Agreement** purchase price, then **We** will refund one hundred percent (100%) of the unearned pro rata **Agreement** purchase price, less claims paid. An administration fee not to exceed ten percent (10%) of the gross **Agreement** purchase price will be charged if this **Agreement** is cancelled by **Us**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of premium.

VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated: If this **Contract** is cancelled within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Agreement** to the **Administrator**. This provision applies only to the original purchaser of the **Agreement**. The administrative fee will not exceed ten percent (10%) of the gross **Agreement** purchase price or fifty dollars (\$50), whichever is less.

MISSOURI: VI. GENERAL PROVISIONS, bullet point 8. Cancellation by **Us** is amended as follows: If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation.

VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended as follows: If this **Contract** is cancelled within the first thirty (30) days, **We** will refund the full purchase price of the **Agreement** minus the amount of any claims paid. If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, and if no claim has been made, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to **Us**. If **You** cancel this **Agreement**, **We** will mail **You** written notice of cancellation within forty-five (45) days of the effective date of cancellation to **Your** last known address in our system. The cancellation notice will state the reason for the cancellation as well as the effective date of the cancellation.

VI. GENERAL PROVISIONS, bullet point 9. Insurance Statement, is amended to add: If a cancellation refund is not provided within sixty (60) days after **Your** request to cancel the **Contract**, **You** are entitled to make a claim directly against the reimbursement insurance company.

NEBRASKA: VI. GENERAL PROVISIONS, bullet point 8. Cancellation by **Us** is amended as follows: **We** may only cancel this **Agreement** for fraud, material misrepresentation, nonpayment by **You**, or a substantial breach of duties by **You** relating to the covered property or its use. If **We** cancel this **Contract**, **We** will give **You** sixty (60) days notification, except for non-payment, which will be ten (10) days notification.

NEVADA: VI. GENERAL PROVISIONS, bullet point 8. How to Transfer This **Agreement** is amended as follows: The transfer fee is twenty-five dollars (\$25).

VI. GENERAL PROVISIONS, bullet point 8. Cancellation by **Us** is deleted and replaced with the following: **We** may cancel this **Contract** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, **We** may only cancel this **Agreement** for: (a) Nonpayment by **You**; (b) **Your** conviction of a crime which results in an increase in the service required under this **Contract**; (c) Fraud or material misrepresentation by **You** in obtaining this **Contract**, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by **You** or (2) A violation by **You** of any condition of this **Contract**, which occurred after the effective date of the Contract and which substantially and materially increases the service required under the Contract; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this **Contract** was issued or sold. If **We** cancel **Your Contract**, **You** will be entitled to a refund on the unearned Contract fee according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date Coverage begins, no cancellation fee will be deducted. In the event **We** or the lienholder cancel this **Contract**, written notice will be sent to Your last known address at least fifteen (15) days prior to cancellation with the effective date of the cancellation.

VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is deleted in its entirety and replaced with the following: **You** may cancel this **Contract** at anytime. If **You** have made no claim and **Your** request for cancellation is within thirty days (30) days, the full price **You** paid for the **Agreement** will be refunded and no cancellation fee will be deducted. If **You** have made a claim under the **Contract**, or if **Your** request is beyond the first thirty days (30) days, **We** will refund to **You** an amount based on the pro-rata method, less a twenty-five dollar (\$25.00) cancellation fee. If **Your** Contract was financed, the outstanding balance will be deducted from any refund, however, **You** will not be charged for claims paid or repair service fees. If **You** cancel this **Contract** within thirty (30) days of the Contract purchase date and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the **Agreement** purchase price will be added to the refund for every thirty (30) days the refund is not paid.

The following is added to the Agreement: This **Agreement** is nonrenewable.

The following is added to V. CLAIM PROCEDURE AND HOW TO GET REPAIR AUTHORIZED: If **You** are not satisfied with the manner in which **We** are handling **Your** claim on the **Agreement**, **You** may contact the Nevada Insurance Commissioner by use of the toll-free telephone number: (888) 872-3234.

NEW HAMPSHIRE: The following is added to this Agreement; If **You** have any questions regarding this **Agreement**, **You** may contact **Us** by mail or by phone. Refer to the front of this **Agreement** for **Our** address and toll-free number. In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at the following address: 21 South Fruit Street, Suite 14, Concord, NH 03301-7317; (800) 852-3416.

VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended as follows: In no event will the amount of any claims paid be deducted from any cancellation refund due. The administrative fee shall not exceed ten percent (10%) of the Agreement purchase price or fifty dollars (\$50), whichever is less.

NEW JERSEY: VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, **You** will receive a refund within forty-five (45) days of return of this **Agreement** to **Us**; otherwise a ten percent (10%) penalty per month shall be added to a refund.

NEW MEXICO: VI. GENERAL PROVISIONS, bullet point 8. Cancellation by **Us** is deleted and replaced with the following: **We** may cancel this **Contract** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, **We** may only cancel this **Agreement** for: (a) Nonpayment by **You**; (b) **Your** conviction of a crime which results in an increase in the service required under this **Contract**; (c) Fraud or material misrepresentation by **You** in obtaining this **Contract**, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by **You** or (2) A violation by **You** of any condition of this **Contract**, which occurred after the effective date of the **Contract** and which substantially and materially increases the service required under the **Contract**; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this **Contract** was issued or sold. If **We** cancel **Your Contract**, **You** will be entitled to a refund on the unearned Contract fee according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date Coverage begins, no cancellation fee will be deducted. In the event **We** or the lienholder cancel this **Contract**, written notice will be sent to **Your** last known address at least fifteen (15) days prior to cancellation with the effective date of the cancellation.

VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days of return of this **Agreement** to **Us**. The cancellation fee does not apply in New Mexico. The administrative fee shall not exceed ten percent (10%) of the **Agreement** purchase price or fifty dollars (\$50), whichever is less.

NEW YORK: VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended as follows: If **You** cancel this **Agreement** within the first thirty (30) days, and no claim has been made, a ten percent (10%) penalty per month will be added to the refund if it is not paid or credited within thirty (30) days of return of the **Agreement** to **Us**.

NORTH CAROLINA: VI. GENERAL PROVISIONS, bullet point 8. Cancellation by **Us** is deleted and replaced with the following: **We** may cancel this **Contract** only for non-payment of the purchase price of the **Contract** or a direct violation of the **Contract** by **You**. The total amount of all authorized claims will be deducted from all refunds. If **We** cancel this **Agreement**, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and the reason for cancellation.

VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated section is amended as follows: The administrative fee shall not exceed fifty dollars (\$50) or ten percent (10%) of the pro-rata refund amount, whichever is less.

OHIO: This **Agreement** is not an insurance policy and is not subject to the insurance laws of this state.

VI. GENERAL PROVISIONS, bullet point 9. Insurance Statement, is amended to add: If a cancellation refund is not provided within sixty (60) days after **Your** request to cancel the **Contract**, **You** are entitled to make a claim directly against the reimbursement insurance company.

OKLAHOMA: The following is added to this Agreement; Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association.

VI. GENERAL PROVISIONS, bullet point 8. Cancellation by **Us** is deleted and replaced with the following: **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the unearned pro rata provider fee, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this **Agreement**.

VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is deleted in its entirety and replaced with the following: If **You** cancel this **Agreement** during the first thirty (30) days from the **Agreement** Purchase Date, and no claim has been authorized or paid, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. If **You** cancel this **Agreement** after the first thirty (30) days from the **Agreement** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Dealer/Seller** shall provide a refund of ninety percent (90%) of the unearned pro rata provider fee, less the cost of service provided under this **Agreement**.

The **ARBITRATION** section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON: The following is added to this Agreement; If **You** have any questions regarding this **Contract**, or a complaint against the **Obligor**, **You** may contact the Department of Consumer and Business Services, Division of Financial Regulation, Consumer Advocacy Section, P.O. Box 14480, Salem OR 97309, (503) 947-7984 or (888) 877-4894 or www.dfr.oregon.gov. The street address is 350 Winter Street NE, 4th Floor, Salem OR 97301.

SOUTH CAROLINA: The following is added to this Agreement: In the event of a dispute with the provider of this **contract**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended as follows: If **You** cancel this **Agreement** within the first thirty (30) days and no claim has been made under the **Agreement**, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

TEXAS: The definition of **Administrator** is amended by adding the following: **Agreement Administrator** License #330.

The following is added to this Agreement: If **You** have any questions regarding the regulation of this **Agreement** or a complaint against the **Obligor**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

VI. GENERAL PROVISIONS, bullet point 8. Cancellation by **Us** is deleted and replaced with the following: If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address held by **Us** before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by **You** to the provider or the provider's **Administrator**, or a substantial breach of duties by **You** relating to the covered product or its use. If **We** cancel this **Contract**, no cancellation fee shall apply.

VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended to add the following: If **You** cancel this **Agreement** before the first thirty (30) days, **You** will be refunded 100% of the **Agreement** Purchase Price less the amount of any claims paid under the **Agreement**. If **You** cancel this **Agreement** within the first thirty (30) days, and no claim has been made, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the **Agreement** to **Us**.

VI. GENERAL PROVISIONS, bullet point 9. Insurance Statement, is amended to add: If a cancellation refund is not provided within forty-five (45) days after **Your** request to cancel the **Contract**, **You** are entitled to make a claim directly against the reimbursement insurance company.

UTAH: The following is added to this Agreement: Coverage afforded under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association. This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

V. CLAIM PROCEDURE AND HOW TO GET REPAIR AUTHORIZED is amended as follows: If **You** fail to give any notice or file any proof of loss required by this **Agreement** within the time specified in this **Agreement**, it does not invalidate a claim made by **You** if **You** show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible.

VI. GENERAL PROVISIONS, bullet point 8. Cancellation by **Us** is amended as follows: **We** may only cancel this **Contract** for the following reasons by sending to **You** notice of cancellation and the reason for cancellation, via first class mail, to **Your** last known address: (a) **We** may cancel this **Contract** for non-payment of the Contract charge. Such cancellation will be effective ten (10) days after mailing of notice; or (b) **We** may cancel this **Contract** for misrepresentation of a claim. Such cancellation will be effective thirty (30) days after mailing of notice.

Payment Terms: This **Agreement** can be purchased by using Cash/Credit Card or Financed as part of **Your Vehicle** loan/lease.

VIRGINIA: The following is added to this Agreement: If any promise made in the **Contract** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON: The following is added to V. CLAIM PROCEDURE AND HOW TO GET REPAIR AUTHORIZED: We shall not deny a claim for coverage based upon **Your** failure to properly maintain the vehicle, unless the failure to maintain the vehicle involved the failed part or parts.

In the EXCLUSIONARY COVERAGE section, exclusion 4. is deleted and replaced with the following: **4. Any Repair carried out without the pre-authorization from the Administrator. Or, in the event the repair of the breakdown occurred during a time when the Administrator's office was closed, for failing to report the claim to the Administrator in accordance with the procedures outlined within the CLAIM PROCEDURE AND HOW TO GET REPAIR AUTHORIZED section, bullet point 4. Repair Facility & Repair Authorization.**

VI. GENERAL PROVISIONS, bullet point 8. Cancellation by **Us** is amended as follows: We may cancel this Agreement during the first sixty (60) days for the Agreement Purchase Date for any reason. After sixty (60) days, this Agreement cannot be cancelled by **Us**.

VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is deleted in its entirety and replaced with the following: If **You** cancel this **Agreement** during the first thirty (30) days from the **Agreement** Purchase Date, and no claim has been made, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price. After thirty (30) days or if a claim has been incurred, a pro-rata refund of the unused Months will be made. The pro-rata refund will be calculated by multiplying the **Agreement** Price by the percentage of the unused Months or Miles, whichever is greater, compared to the total Months or Miles of the **Agreement** Term, less an administrative fee of twenty-five dollars (\$25), less any claims paid on **Your** Agreement. All refunds will be paid to the Lienholder if any, otherwise to **You**. A ten percent (10%) penalty per month shall be added to a refund of the Purchase Price that is not paid or credited within thirty (30) days after return of the Agreement to **Us**.

VI. GENERAL PROVISIONS, bullet point 9. Insurance Statement, is deleted and replaced with the following: This Agreement is not an insurance contract. Obligations of the provider under this **Agreement** are insured under a **Agreement** reimbursement insurance policy issued Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (800) 888-273. You are entitled to apply directly to the reimbursement insurance company for any payment, refund, or performance due by calling (800) 888-2738.

The following is added to the Agreement: The commissioner is the **Agreement** provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

The following is added to the Agreement:

INFORMATION DISCLOSURE

As the undersigned, I agree that I have read and understand the following Contract provisions and implied warranty disclosure:

- **YOUR RESPONSIBILITIES & OBLIGATIONS AND CLAIM PROCEDURE AND HOW TO GET REPAIR AUTHORIZED**, which outlines **Your** responsibilities regarding maintenance requirements and filing a claim.
- **COVERAGE / PROTECTION PLANS**, which outlines the Coverage provided under the Contract.
- **Agreement** Term, under the GENERAL PROVISIONS section, which outlines the time and mileage limitations.
- The implied warranty of merchantability on the motor vehicle is not waived, if this Contract has been purchased within ninety (90) days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this Contract.
- **WHAT'S NOT COVERED**, which outlines conditions where the Contract does not provide Coverage.
- **How To Cancel This Agreement— Including Refunds And Charges**, under the GENERAL PROVISIONS section, which outlines the Contract cancellation conditions.

Signature of Vehicle Purchaser

Date

WISCONSIN: The following is added to this Agreement: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

VI. GENERAL PROVISIONS, bullet point 8. Cancellation by **Us** is deleted in its entirety and replaced with the following: **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale, substantial breach of duties by the **Agreement** holder relating to **Agreement** coverage, or non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less any claims paid on **Your** Agreement, and less an administrative fee not to exceed ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less.

VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is deleted in its entirety and replaced with the following: If **You** cancel this Agreement during the first thirty (30) days from the **Agreement** Purchase Date, and no claims have been made, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. If **You** are the original **Agreement** holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, and no claims have been made, a ten percent (10%) penalty per month shall be added to a refund of the Purchase Price that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**. If **You** cancel this **Agreement** after the first thirty (30) days from **Agreement** Purchase Date, or if a claim has been made, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the lesser of the months or miles remaining, less the amount of any claims paid, and less a cancellation fee not to exceed the lesser of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50). **You** may cancel this **Contract** if **You** return the **covered Vehicle** or the **covered Vehicle** is sold, lost, stolen, or destroyed.

VI. GENERAL PROVISIONS, bullet point 9. Insurance Statement, is deleted and replaced with the following: Obligations of the provider under this **Agreement** are insured under a **Agreement** reimbursement insurance policy issued by Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (800) 888-2738. If a provider does not provide, or reimburse or pay for, a service that is covered under this **Agreement** within sixty (60) days after **You** provide proof of loss, or if the provider becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the **Agreement** reimbursement insurer for reimbursement, payment, or provision of the service by calling (866) 505-4048.

WYOMING: VI. GENERAL PROVISIONS, bullet point 8. How Refunds Are Calculated is amended to add the following: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of return of this **Agreement** to **Us**. No cancellation fee will apply if **You** cancel this **Agreement** within the first thirty (30) days.