

**EVERYTHING BREAKS HOME PLAN
TERMS OF SERVICE CONTRACT**

I. General Coverage Provisions

A. Coverage

1. Everything Breaks is the Seller of this Contract. All obligations under this Contract are the responsibility of the Obligor.
2. Coverage will only apply to system and component malfunctions used in your home explicitly listed as "Included." Malfunctions which existed on the Coverage Period Start Date will be covered only if the malfunction was unknown and could not have been detectable by visual inspection or simple mechanical test. Certain items may not be covered by this Contract. Refer to the "Covered Systems and Components" and "Limitations and Exclusions" sections on the following pages for coverage details. Coverage is only available for homes located in the United States.
3. This Contract does not cover known defects.
4. **THE OBLIGOR AND THE ADMINISTRATOR ARE NOT AUTHORIZED REPAIR TECHNICIANS and will not actually be performing the repair or replacement of any systems or components.**
5. Obligor's obligation to pay for the repair or replacement of Covered Systems and Components due to normal wear and tear under this Contract is limited to (a) for heating or cooling equipment (HVAC) the lesser of the depreciated value, within the first three (3) months of coverage a \$500 repair or replacement maximum will be paid which will increase to \$2,500 after the three (3) months for the remainder of the Coverage Period. For appliances, plumbing, electrical and any Optional Coverage, under Section VI, lesser the depreciated value or during the first three (3) months, a \$250 maximum will be paid which will increase to \$750 after the three (3) months for the remainder of the Coverage Period. For the built-in microwave, the lesser the depreciated value or during the first three (3) months, a \$175 maximum will be paid which will increase to \$500 after the first three (3) months for the remainder of the Coverage Period, subject to the further limitations set forth herein. Without proper maintenance records or missing model or serial number, the maximum payout on any system or appliance is \$150. Further, the Obligor shall have an aggregate limitation of \$7,500 for any 12-month period.

B. "Obligor" means the company obligated under this Agreement in the appropriate States. The following entities will serve as the obligor of the Service Agreement.

1. Advance Core Capital, Inc., 2248 Central Drive Suite 107-290 Bedford, Texas 76021-5843 1-800-481-1533 is the obligor in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Delaware, Georgia, Idaho, Illinois, Iowa, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia and Wisconsin.
2. Applied Warranty and Insurance Services, LLC 601 Brickell Key Drive, Suite 605 Miami, FL 33131 (833) 985-1503 is the obligor in Florida.

C. Insurance Statement

1. Our obligations under this agreement are insured under a reimbursement insurance policy issued by Pennsylvania Insurance Company in ME and CT, Illinois Insurance Company in AK, Lexington National Insurance Corp. PO BOX 6098 Lutherville, MD. 888-888-2245 in Florida and Continental Indemnity Company in all other states. Each insurer may be reached at the following address and/or telephone number: 10805 Old Mill Road Omaha, NE 68154-2607 (877) 234-4420 (the "insurer"). In all states in which coverage is available, You are entitled to make a direct claim against the insurer in the event We fail to pay any claim within sixty (60) days after the claim has been filed with Us. In California, if any promise made in the Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the California

Department of Insurance at (800) 927-4357 or access the department's Internet website (www.insurance.ca.gov).

D. Definitions

1. "Seller" means Everything Breaks, Inc.
2. "Administrator" means Everything Breaks, Inc., 2248 Central Drive Suite 107-291 Bedford, Texas 76021-5843.
3. "Authorized Repair Technician" means the service contractor Administrator dispatches in response to Your request for Service.
4. "Breakdown" means a covered item becomes inoperable and unable to perform its designed function.
5. "Contract" means this service contract between You and Obligor including the Cover Page.
6. "Cover Page" means the page attached to this Contract that includes Your specific coverage information. The Cover Page is part of this Contract. No coverage will be provided that is not listed in the Cover Page.
7. "Coverage Period Start Date" means the date listed on the Cover Page.
8. "Coverage Period" means the duration of time identified on the Cover Page.
9. "Covered Systems and Components" means systems and components as specifically described herein as "Included" and that are located inside the confines of the main foundation of the Covered Property and are in proper working order on the Coverage Period Start Date or become inoperative due to normal wear and tear, including breakdowns due to insufficient maintenance if at the time the issue or breakdown was unknown. Components shall be considered in proper working order if no defect is known or would have been detectable by a visual inspection or mechanical test on the Coverage Period Start Date. Attached garages, detached garages, exterior pools, spas, well pumps, septic tank pumps and air conditioners are included in this definition.
10. "Covered Property" means the address that is eligible for coverage and identified on the Cover Page. The Covered Property must be for residential single-family home, town home or condominium (including manufactured housing, which must be anchored to a permanent foundation and not moved during the duration of this Contract) but excludes commercial property or residential property used for commercial purposes.
11. "Homeowner" means the Customer.
12. "Service" or "Services" mean the diagnosis and performance of the work, including parts and labor, to repair or replace any Covered System and Component that becomes inoperable due to a mechanical failure caused by routine wear and tear in accordance with the provisions set forth in this Contract.
13. "Service Order Charge" means an amount due by You for a Service visit by an Authorized Repair Technician as listed on the Coverage Letter.
14. "We" and "Us" means the Obligor.
15. "You" and "Your" and the "Customer" means the person contracting for Services covered by this Contract and whose name(s) appear on the Cover Page.

II. Coverage Duration

COVERAGE BEGINS ON THE COVERAGE PERIOD START DATE AND ENDS ON THE LAST DAY OF THE COVERAGE PERIOD AS INDICATED ON THE COVER PAGE WHICH IS THIRTY (30) DAYS AFTER THE COVERAGE PURCHASE DATE, AND CONTINUES FOR THE POLICY TERM INDICATED ON THE COVER PAGE. ALL MONTHLY TERMS WILL BEGIN ON THE COVERAGE PERIOD START DATE. AFTER THE COVERAGE PERIOD START DATE, COVERAGE WILL CONTINUE AS LONG AS ALL PAYMENTS ARE MADE AS SCHEDULED.

Coverage may be selected for monthly or annual terms and paid for accordingly. All Agreements automatically renew unless cancelled by You or Us or non-renewed by Us.

WHEN YOUR PLAN BEGINS AND ENDS

- (1) One-Time Pay Plans: If You paid for Your Agreement in one payment, coverage under Your Agreement will end 12 months from the Agreement Effective Date of Your coverage, unless it is renewed or cancelled or Our obligations under the Agreement become fulfilled in their entirety, in accordance with the Limit of Liability.
- (2) Continuous Monthly Plans: If You select a plan that automatically renews on a month-to-month basis, coverage under Your Agreement will continue and You authorize Administrator/Seller to charge Your credit card for the amount specified on Your payment receipt each month until Your Agreement is cancelled, We have fulfilled Our obligations under this Agreement in accordance with the Limit of Liability, or We discontinue the monthly renewals. Your account must be current to receive service.

During the coverage period, **We** will arrange for an Authorized Repair Technician to service, repair or replace

covered items, due to a **Breakdown**. This **Agreement** provides coverage only for those items specifically listed as being covered on the Cover Page and excludes all other items. Coverage is subject to limitations and conditions specified in this **Agreement**. In the event a **Breakdown** occurs within the first thirty (30) days [outside the initial waiting period (day 31-61 from purchase)], the maximum payout will be \$150.00 on covered items. [After this waiting period, normal limitations and conditions will apply].

III. Payment

- A. **YOU AGREE TO PAY FOR THE CONTRACT AT THE SAME TIME YOUR REQUEST IS SUBMITTED TO US. COVERAGE UNDER THIS CONTRACT WILL BE SUBJECT TO A WAITING PERIOD OF AT LEAST THIRTY (30) DAYS. THE WAITING PERIOD COMMENCES FROM THE DATE PAYMENT IS RECEIVED.**
- B. Payments may be made annually. Your payment frequency is contained in the Cover Page.

IV. Service Calls

- A. You or Your agent (including tenant if specifically authorized by the Homeowner) must notify Administrator for Service Requests to be performed under this Contract within three (3) days of detecting a malfunctioning system or appliance and must be done before a repair or replacement takes place. Administrator will accept Service Requests 24 hours a day, 7 days a week, 365 days a year at 888-994-0914. To be covered, notice must be given to Administrator prior to expiration of this Contract. Maintenance records may be required when initiating a claim for a Covered Product.
- B. Administrator will dispatch Service Requests to an Authorized Repair Technician within 48 hours. If you should request Administrator to perform non-emergency Service outside of normal business hours, you will be responsible for any additional fees and/or overtime charges.
- C. In emergency situations Administrator will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service (emergency is usually considered to be loss of life or peril but may also include failures of heating and air conditioning systems).
- D. Administrator has the sole and absolute right to select the Authorized Repair Technician to perform the Service; and Administrator will not reimburse for Services performed without its prior approval.
- E. You will pay the Service Order Charge of seventy-five (\$75.00) dollars. The Service Order Charge is for each visit/claim by an Authorized Repair Technician and will be paid directly to the Authorized Repair Technician at the time of service or in advance directly to Everything Breaks, except as noted below. The Service Order Charge applies to each call/claim dispatched and scheduled, including but not limited to those calls wherein coverage is deemed Excluded, or denied. The Service Order Charge is due if you fail to be present at a scheduled time, or in the event you cancel a Service call at the time an Authorized Repair Technician is on the way to Your home or at Your home. Failure to pay the Service Order Charge will result in suspension of coverage until such time as the proper Service Order Charge is paid. At that time, coverage will be reinstated, but the Coverage Period will not be extended. The Service Order Charge is not included as part of the deductible or claim limit. In the event you fail to pay the Service Charge, you will not be able to schedule any additional service calls and your coverage under this contract may be suspended or terminated at the sole discretion of the Administrator.
- F. Additional time and mileage charges for in-home repairs outside of twenty-five (25) contiguous land miles or the normal service radius of Our authorized service center are not covered by this Agreement and are Your responsibility.
- G. If Services performed under this Contract should fail, then Administrator will provide for the necessary repairs without an additional Service Order Charge for a period of 90 days on parts and 30 days on labor.
- H. No Services will be provided if the Authorized Repair Technician is prevented from entering a Covered Property due to the presence of animals, insects, unsafe conditions, or if the equipment is not easily accessible. In this event the Service Order Charge will still be payable.

V. Covered Systems and Components

The following systems and components are covered only to the extent items are labeled as "Included" below and are subject to all other provisions, limitations and exclusions in this Contract, including the Limitations and Exclusions section. Your specific Covered Systems and Components are listed on the Cover Page. Changes in Coverage initiated by You are assumed to be accepted unless the Contract is cancelled.

A. CLOTHES WASHER

INCLUDED: All components and parts important to the functionality of the product.

EXCLUDED: Plastic mini tubs; soap dispensers; filter screens; knobs and dials; damage to clothing; door seals; containers; stopped up channels; water supply lines; obstructed lines; obstructed pipes and/or obstructed venting; flush guides and soft close components.

- B. CLOTHES DRYER**
 INCLUDED: All components and parts important to the functionality of the product.
EXCLUDED: Venting; lint screens; knobs and dials, damage to clothing; door seals; containers; stopped up channels; water supply lines; obstructed lines; obstructed pipes and/or obstructed venting; and flush guides.
- C. RANGE/OVEN/COOKTOP/STOVE (Gas or Electric; Built-in, or Free Standing)**
 INCLUDED: All components and parts important to the functionality of the product.
EXCLUDED: Clocks (unless they affect the cooking function of the oven); meat probe assemblies; rotisseries; racks; handles; knobs; sensi-heat burners will only be replaced with standard burners; door seals; burner bowls and covers; lighting and handles; glass; portable range/oven/cooktop/stove; range hoods; nonessential issues or variance from the norm; and frying pans.
- D. DISHWASHER (Built-in)**
 INCLUDED: All components and parts important to the functionality of the product.
EXCLUDED: Doors; door cables; door glass; door seals; drip pans; flush guides; latches; filters and screens; water supply lines; interior lining; knobs and handles; lock and key assemblies; racks; rollers, secondary units; structural components; trays; tubs; and conditions of water flow restriction due to scale, minerals and other deposits.
- E. MICROWAVE OVEN (Built-in)**
 INCLUDED: All components and parts important to the functionality of the product. Coverage is limited to one (1) microwave.
EXCLUDED: Interior linings; door glass; clocks; shelves; meat probe assemblies; rotisseries; door seals; lighting and handles; glass; portable, restorative issues or variations from the norm; and components identifying with establishment or mounting.
- F. KITCHEN FAN/EXHAUST HOOD**
 INCLUDED: Motors; switches, controls, bearings; and blades.
EXCLUDED: Whole house fans; belts; shutters; filters, and lighting.
- G. GARBAGE DISPOSAL**
 INCLUDED: All components and parts important to the functionality of the product, including entire unit.
EXCLUDED: Problems and/or jams caused by bones and foreign objects other than food; customary junk transfer disappointments such as sticking and resetting; spines; rings; and components identifying with establishment or mounting.
- H. INSTANT HOT WATER DISPENSER**
 INCLUDED: All components and parts important to the functionality of the product.
- I. KITCHEN REFRIGERATOR w/Ice Maker**
 INCLUDED: One (1) refrigerator situated inside of the kitchen of the covered home. All components and parts important to the functionality of the product, including integral freezer unit. This plan will cover up to \$100 of food that spoils due to failure of a covered item or because of a power outage that causes your covered item to fail.
EXCLUDED: Racks; shelves; ice crushers; water and ice dispensers and their respective equipment; water lines and valve to ice maker; mini fridges; wine coolers; refrigerator and freezer doors and hinges; sealed framework; interior thermal shells; freezers which are not an integral part of the refrigerator; food spoilage; door seals; lighting and handles; units moved out of the kitchen; refrigerant; refrigerant leaks; damage brought about by refrigerant leaks; and audio/visual components and internet connection equipment.
- J. TRASH COMPACTOR (Built-in)**
 INCLUDED: All components and parts important to the functionality of the product.
EXCLUDED: Lock and key assemblies; removable buckets; door seals; and portable trash compactors.
- K. STAND-ALONE FREEZER**
 INCLUDED: All parts and components important to functionality of the product that affect operation of the

unit.

EXCLUDED: Ice makers, crushers, dispensers and related equipment; water supply lines; internal shell; racks; shelves; glass displays; lights; knobs and caps; dials; doors; door seals and gaskets; door hinges; door handles; glass; condensation pans; clogged drains and clogged lines; grates; food spoilage; leveling feet; Freon; disposal and recapture of Freon.

L. ATTIC FAN

INCLUDED: All components and parts important to the functionality of the product.

M. CEILING FANS AND BATHROOM EXHAUST FANS

INCLUDED: Motors; switches, controls, bearings; and blades.

EXCLUDED: Whole house fans; belts; shutters; filters, and lighting.

N. DOORBELLS

INCLUDED: All components and parts important to the functionality of the product.

EXCLUDED: Doorbells associated with Intercom Systems. Battery operated doorbells.

O. GARAGE DOOR OPENER

INCLUDED: All components and parts of the garage door opener important to the functionality of the product, such as motors, chains, belts, gears, pulleys, sheave forks, axle bolts, and switches.

EXCLUDED: Garage doors; hinges and springs; Infra-red sensors; chains; tracks; rollers; adjustments; brackets; glass paneling; knobs; buttons; wall switches; lock cables; rails; drums; light bulbs; light coverings; mounting equipment and components; alarm system components; and remote receiving/transmitting devices.

P. CENTRAL AIR CONDITIONING SYSTEM (not exceeding 5-ton capacity and designed for residential use)

INCLUDED: Mechanical parts and components of one (1) centrally ducted air conditioning system; heat pump system, evaporative (swamp) cooler unit, as follows: accessible ductwork from the air conditioning unit to the point of attachment at registers/grills; air handler; blower fan motors; capacitors; compressor; condenser; condenser fan motor; condenser coil; evaporator coil; fan blades; refrigerant gas lines interior to the unit; internal system controls; internal wiring; motor (excludes dampers); primary condensate drain pan; refrigerant (excludes reclamation); refrigerant filter dryer; refrigerant piping excluding inter-connecting line sets and geo-thermal piping); relays; reversing valves; switches and controls; and thermostats (electronic set back units will be replaced only with standard units). We will pay up to \$10/pound per occurrence for refrigerant. You will be responsible for paying anything beyond \$10/pound per occurrence for refrigerant.

EXCLUDED: Primary/secondary condensate, pumps, and lines; asbestos insulated ductwork or piping; concrete encased or inaccessible ductwork; dampers; filters (including electronic/electrostatic and de-ionizing filter systems); fossil fuel control systems and other energy management systems and controls; geothermal piping; heat recovery unit; humidifiers; interconnecting refrigerant lines (external of the Covered System); panels and/or cabinetry; registers and grills; recapture/reclaim of refrigerant; refrigerant leaks or damage caused by refrigerant leaks; structural components; water pumps, valves and lines (external of the condenser unit); condenser casings; pads; vents; flues; clogged lines; condensation leaks; mismatched systems; damaged ducts; wall units (except as noted above); zone systems or portable air conditioning units; jacks; window units, and water cooling towers. Gas or propane systems, including ammonia systems, and chilled water systems are not covered.

Q. CENTRAL HEATING SYSTEM (not exceeding 5-ton capacity and designed for residential use)

INCLUDED: Central heating is defined as the main heat source of the dwelling to include heat pump. Mechanical parts and components of one (1) system, either hot water and steam heating system or centrally ducted forced air/gas/electric heating system or electric baseboard units, if providing the primary source of heat in the dwelling, as follows: accessible ductwork from covered heating unit to point of attachment to register/grill; blower fan motors; burners; controls, fan blades; heat/cool thermostats (electronic set back units will be replaced only with standard units); heat exchangers; heating elements; igniter and pilot assemblies; internal system controls, wiring, and relays; motors (excludes dampers); and switches. Electric baseboard units are covered if they are the primary source of heating for the property.

EXCLUDED: Chimneys, flues, and liners; cleaning and re-lighting of burners; concrete encased or inaccessible ductwork; concrete encased stem or radiant heating coils or lines; conditions of water

flow restriction due to scale, minerals and other deposits; fossil fuel control systems or other energy management systems and controls; dampers; asbestos insulated ductwork or piping; electric baseboard heat unless primary heating system in home; filters (including electronic/electrostatic and de-ionizing filter systems); fireplaces and their respective components and gas lines; free-standing or portable heating units; fuel storage tanks, lines, and filters; gas log systems, including gas feed lines; humidifiers; inaccessible water/steam lines leading to or from system; individual space heaters; maintenance and cleaning; panels and/or cabinetry; pressure regulators; radiant heating systems built into walls, floors or ceilings; registers and grills; secondary units; solar heating devices and components; zone systems or divider units; warmth lights; heating systems incorporated with dividers, roofs or floors; air cleaners; obstructed lines; pipes; heat exchanger; damper engines; timekeepers and clocks; curls; pipe perplexes; channeling; geothermal heating/cooling units; fire boxes; valves; water funneling; and structural components.

R. DUCTWORK

INCLUDED: All ductwork when repair or replacement of the heating and air conditioning unit is required.

EXCLUDED: Registers, grills, dampers, insulation and concrete encased ductwork; panels; regulators; crushed ductwork; diffusers; flue ducts; ductwork insulated by asbestos; and boxes. If access is required to normally inaccessible ductwork the servicer will only restore opening to a "rough finish" condition.

S. HOT WATER HEATER

INCLUDED: Mechanical parts and components of one (1) water heater, including circulatory pumps and domestic hot water coils attached to boilers, but excluding solar and heat recovery units. Mechanical failure resulting from sediment buildup.

EXCLUDED: Auxiliary and secondary holding/storage tanks; base pans; color or purity of water; flues; vent pipes/lines; insulation and insulation blankets; heat recovery units; any noise without a related mechanical failure; point of service and/or hot water dispensers; racks, straps; timers; depleted funneling; weight diminishing valves; leaks; and solar heaters, including all parts and components.

T. WHIRLPOOL BATHTUB

INCLUDED: Heaters, pumps, motors, gaskets, relays, impellers, timers, interior plumbing lines leading to and from the whirlpool bathtub.

EXCLUDED: Any plumbing lines encased in concert.

U. ELECTRICAL SYSTEM

INCLUDED: Standard mechanical parts or components located within the perimeter of the outer load bearing walls consisting of the following: ceiling fan motors and their controls (excluding transmitters and remotes); 2 garage door openers; interior standard light switches, outlets, junction boxes, ground fault interruptions, main breaker or fuse panel/box receptacles and general line voltage wiring.

EXCLUDED: Batteries; direct current (DC) wiring and systems; exterior wiring and components (except main panels mounted to exterior wall); any wiring or components servicing a detached structure; fire, smoke or carbon monoxide alarm and/or detection systems and batteries; doorbells; intercom equipment; garage door assemblies including door panels, tracks, rollers, hinges, cables and springs; intercom or speaker systems; lighting fixtures, load control devices; low voltage systems including wiring and relays; sending units, service entrance cables; telephone systems; timers; touch pad assemblies; transmitters and remotes; utility meter base pans; and wall fans. Failures and conditions caused by inadequate wiring capacity, circuit overload and power failure/shortage or surge, are not covered.

V. PLUMBING SYSTEM

INCLUDED: Breaks and leaks on exposed water, gas, and drain lines within the perimeter of the main dwelling. Authorized Repair Technician will clear all drain and waste line stoppages which can be cleared with 100 feet of sewer cable, EXCEPT the recurrence of stoppage within 15 days of a previous stoppage. Mechanical parts and components of the following: garbage disposal; interior hose bibs; shower and tub valves; toilet tanks, bowls, and toilet mechanisms within the toilet tank; a sump pump assembly located within the home and hard pipe installed.

EXCLUDED: Assembly parts within the water closet tank, toilet wax ring seal, toilet flange, plumbing fixtures, faucets, sewer ejector pumps, holding tanks, caulking, grouting, shower base pans,

enclosures, tub, shower and diverter valves, pop-up drain parts and components, toilet tanks, toilet bowls, toilet lids or toilet seats. Also, water restrictions cause by inadequate supply or improper design, rust or other deposits within the pipes, septic tanks, collapse of piping or damage caused by freeze or root damage. We will provide access to plumbing systems through unobstructed walls, ceilings or floors only, and will return the access point to a rough finish.

VI. Optional Coverage

The following coverages are available at the option of the Customer and cover only items specifically labeled as "Included" and are subject to all other provisions, limitations and exclusions in this Contract. Your optional coverage, if selected, is listed on the Cover Page.

A. IN GROUND POOL AND/OR SPA EQUIPMENT

INCLUDED: Filters; heaters; pumps; motors; gaskets; relays; impellers; timers; backflush valve and above ground plumbing lines leading to and from the pool or spa.

EXCLUDED: Cleaning Covered System/Component; pool sweeps; concrete encased or underground plumbing; electrical lines and lights; structural defects; code violations; solar water heaters; liners; portable pools, spas or hot tubs; jets; control switches; computerized control boards; ornamental fountains, waterfalls; pool covers; fill line and fill valve; fuel storage tanks; heat pumps; plumbing; above ground pool or spa; or freeze damage.

B. ADDITIONAL CENTRAL HEATING SYSTEM

INCLUDED: Optional coverage includes the same parts and components of one (1) additional central heating system as the primary unit described in the Covered Systems and Components section under "Central Heating System."

EXCLUDED: All exclusions found in the Covered Systems and Components section for the primary central heating system.

C. ADDITIONAL CENTRAL AIR CONDITIONING SYSTEM

INCLUDED: Optional coverage includes the same parts and components of one (1) additional central air conditioning system with a capacity of 5 tons or less as the primary unit described in the Covered Systems and Components section under "Central Air Conditioning System."

EXCLUDED: All exclusions found in the Covered Systems and Components section for the primary central air conditioning system.

D. WHOLE HOME WATER SOFTENER

INCLUDED: All components and parts.

EXCLUDED: Leased or rented units.

E. CENTRAL VACUUM

INCLUDED: All mechanical system components and parts important to the functionality of the product.

EXCLUDED: Ductwork; blockages; nozzles; hoses; and accessories.

F. SEPTIC SYSTEM

INCLUDED: Sewage ejector pump; jet pump; aerobic pump; septic tank and line from house.

EXCLUDED: Leach lines; field lines; tile fields and leach beds; insufficient capacity; pump out; and cleaning.

G. WELL PUMP

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

EXCLUDED: Well casings; pressure tanks; pressure switches; hoisting or removal; piping or electrical lines leading to or connecting pressure tank and main dwelling; holding or storage tanks; and redrilling of wells.

H. WHOLE HOUSE HUMIDIFIER

INCLUDED: All components and parts.

EXCLUDED: Filters or other consumable parts.

I. WINE REFRIGERATOR

INCLUDED: All components and parts.

EXCLUDED: Racks; shelves; mini fridges; interior thermal shells; food spoilage; door seals; lighting

and handles; units moved out of the kitchen; and audio/visual components and internet connection equipment.

J. FREE STANDING ICEMAKER

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

EXCLUDED: Racks; shelves; ice crushers; water and ice dispensers and their respective equipment; water lines and valve to ice maker; interior thermal shells; door seals; lighting and handles; units moved out of the kitchen; and audio/visual components and internet connection equipment.

K. ALARM SYSTEM

INCLUDED: All components and parts

EXCLUDED: Any wiring or parts located outside the main confines of the foundation of the home or not easily accessible; video cameras; video monitors; sprinkler alarms and systems; fire alarms and systems; alarm systems more than five (5) years old at the time of registration. Should repair parts become unavailable, the Administrator/Obligor shall be excused from performance hereunder.

L. Limited Roof Leak

INCLUDED: Roof leak repairs overactive area of single-family homes only

EXCLUDED: Areas such as patios, porches, decks; metal roofs; foam roofs; shingles; camwood shakes; cracked and/or missing material; tiles; tar and gravel; flat or built-up roofs; structural leaks; asphalt; gutters; downspouts; skylights; flashing; patio covers; solar components; attic vents; roof jacks; satellite components; antennas; and chimney components.

M. Plumbing and Lighting Fixtures

INCLUDED: Plumbing fixtures; faucet filters; shower heads; shower arms; electrical switches; smoke detector; florescent fixtures; outlets; dials; and knobs.

EXCLUDED: Any product not listed in "Included."

N. Second Refrigerator

INCLUDED: All components and parts important to the functionality of the product.

EXCLUDED: Ice makers; ice crushers; beverage dispensers; water supply lines; freezer parts and components which are not essential to the refrigerator unit as a whole; and refrigerant damage caused by refrigerant leak.

O. Sump Pump

INCLUDED: All components of sump pump for ground water, provided the pump is within foundation of the covered home.

EXCLUDED: Portable pumps and sewer ejector pumps

P. Lawn Sprinkler System

INCLUDED: All mechanical components that affect operation.

EXCLUDED: Hydraulic systems; systems related to fire extinguishing; malfunction due to lack of water pressure; drip irrigation systems; damage due to freezing, pets, cars, or lawn care equipment; sprinkler heads.

Q. Ductwork

INCLUDED: Optional coverage includes the same parts and components of one (1) ductwork system as the primary unit described in the Covered Systems and Components section under "Ductwork."

EXCLUDED: All exclusions found in the Covered Systems and Components section for the primary ductwork system.

R. Hot Water Heater

INCLUDED: Optional coverage includes the same parts and components of one (1) hot water heater as the primary unit described in the Covered Systems and Components section under "Hot Water Heater."

EXCLUDED: All exclusions found in the Covered Systems and Components section for the hot water heater.

S. Electrical System

INCLUDED: Optional coverage includes the same parts and components of one (1) electrical system as the primary unit described in the Covered Systems and Components section under "Electrical System."

EXCLUDED: All exclusions found in the Covered Systems and Components section for the electrical system.

T. Plumbing System

INCLUDED: Optional coverage includes the same parts and components of one (1) plumbing system as the primary unit described in the Covered Systems and Components section under "Plumbing System."

EXCLUDED: All exclusions found in the Covered Systems and Components section for the plumbing system.

U. Whirlpool Bathtub

INCLUDED: Optional coverage includes the same parts and components of one (1) whirlpool bathtub as the primary unit described in the Covered Systems and Components section under "Whirlpool Bathtub."

EXCLUDED: All exclusions found in the Covered Systems and Components section for the Whirlpool Bathtub.

VII. Limitations and Exclusions

All services, components and systems not specifically identified as "Included" in this Contract are hereby excluded even if not specifically identified. Coverage excludes products being used in a commercial setting or property or residential property used for commercial purposes.

- A. Problems cannot always be diagnosed and repaired on the first service visit. Obligor is not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs.**
- B. Obligor is not responsible for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible (including but not limited to beneath crawl spaces, floor coverings, systems, cabinets, etc.).**
- C. At times it is necessary to open walls or ceilings to make repairs. The Authorized Repair Technician obtained by Administrator will close the opening, and return to a rough finish condition, subject to the monetary limits of any Service or Covered System and Component. Obligor is not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or other surfaces. Similarly, Obligor is not responsible for the repair of any cosmetic damage or defects or performance of routine maintenance.**
- D. Electronic or computerized energy management or lighting and appliance management systems are excluded.**
- E. Services do not include the identification, detection, abatement, encapsulation or removal of asbestos, radon, gas, mold or other hazardous substances. If any hazardous materials are encountered in the course of performing the Services, the Authorized Repair Technician has no obligation to continue the work until such products or materials are abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require). Obligor shall have no obligation to arrange for and will have no liability for the removal of, failure to detect or contamination as a result of its failure to detect any asbestos, radon gas, mold or other hazardous products or materials. To protect against the potential hazards of lead-based paint, the U.S. Environmental Protection Agency (EPA) has implemented certain renovation requirements that may apply if a contractor disrupts certain painted surfaces. If the Services require the Authorized Repair Technician to cut into Your walls in order to access pipes and plumbing, the Authorized Repair Technician will be required to comply with EPA regulations, which may require an extension of time to complete the work.**
- F. Obligor is not responsible for special, indirect, incidental, consequential or secondary damage. This includes but is not limited to, repair of conditions caused by chemical or sedimentary build up, insect damage or infestation, mold, mildew, or bacterial manifestations, malicious mischief, misuse or abuse, unintentional or accidental loss or damage, spills, drops, collision with any other object, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, liquid immersion, theft, loss, intentional acts, riot, lightning, mud, earthquake, dirt, dust, sand, soil movement or soil settlement, hail, storms, accidents, animal or pest damage, general environmental conditions including but not limited to rust, corrosion, or Force Majeure Events (as defined below), failure due to excessive water pressure or any other perils are not considered loss or damage due to normal wear and tear.**
- G. OBLIGOR IS NOT LIABLE FOR INDIRECT, CONSEQUENTIAL OR ECONOMIC DAMAGES FOR LOSS OR DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE THE EQUIPMENT TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, AND YOU EXPRESSLY WAIVE THE RIGHT TO ALL SUCH DAMAGES.**

- H. Administrator has the sole right to determine whether a covered appliance, system or component will be repaired or replaced. Parts and replacements will be of similar or equivalent quality and efficiency to those being replaced subject to all other provisions, limitations and exclusions in this Contract. Where replacement equipment of identical dimensions is not readily available, Obligor is responsible for providing installation of similar quality equipment but not for the cost of construction or carpentry made necessary by different dimensions. Obligor is not responsible for upgrade or matching color or brand. During the first 30 days of the Coverage Period, Obligor is not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, Obligor will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of similar parts.
- I. Obligor is not liable for repairs related to adequacy or capacity of appliances, components and systems in the home; improper installation, improper wiring and connections, design or previous repair of appliances, components and systems; problems or failures caused by a manufacturer's defect. Obligor is not liable for repairs related to costs of construction, carpentry, or other incidental costs associated with the alterations, modifications, or upgrades of all appliances, components or installation of different equipment and/or systems. Obligor is not responsible for any covered items serviced or repaired by a non-authorized technician. Also, Obligor is 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 13 SEER, R-410A and/or 7.7 HSPF or higher compliant as well as any other efficiency mandated by federal, state, or local governments.
- J. Obligor is not liable for the repair or replacement of commercial grade equipment, systems or appliances.
- K. Obligor reserves the right to require a second opinion, at its own cost.
- L. Obligor is not liable for no problem found, customer education, normal or routine maintenance. You are responsible for performing normal and routine maintenance. For example, you are responsible for any consumable part such as batteries or remote controls, providing 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. Obligor will not be responsible for repairs of systems or components arising from a manufacturer's defect or recall or while still under manufacturer's or distributor's warranties. Obligor is not responsible for support or repair to software, loss or damage to stored data or software, data loss, or data loss during repair or replacement. Obligor's responsibilities will be secondary to any other warranty, including extended or in-home warranties, service agreements or insurance policies that exist for the included systems, components and appliances.
- M. Obligor is not responsible for removal and hauling away of old equipment or appliances. Where available, you may choose to pay an additional fee by the service vendor for removal and/or disposal of an old system, component or appliance.
- N. Obligor reserves the right to offer cash back in lieu of repair or replacement in the amount of Obligor's actual cost, which may be less than retail, to repair or replace any covered system, component or appliance.
- O. Obligor will not pay for the repair or replacement of any covered systems or appliances if they are inoperable as a result of pre-existing conditions, deficiencies and/or defects known to you.
- P. Obligor and Administrator will not be the Authorized Repair Technician and Obligor and Administrator will not perform the Services hereunder. Obligor will only subcontract with Authorized Repair Technicians that meet its standards. You agree that Obligor is not liable for the negligence or the other conduct of the Authorized Repair Technician, nor is Obligor an insurer of the Authorized Repair Technician's performance.
- Q. HOMEOWNER's sole remedy under this Contract is recovery of the cost of the required repair or replacement, whichever is less. HOMEOWNER agrees that, in no event, will Obligor's liability exceed limitations described in Section IA, Paragraph 5.
- R. **BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS**
 - 1. Obligor 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. Obligor will not pay for the cost to obtain permits.
 - 2. When it is required to maintain compatibility with equipment manufactured to be 13 SEER, R410A and/or 7.7 HSPF or higher compliant, Obligor is 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.

VIII. Miscellaneous Provisions

DISPUTE RESOLUTION; ARBITRATION AGREEMENT; CLASS ACTION WAIVER AND FORCE MAJEUR:

PLEASE READ THIS DISPUTE RESOLUTION; ARBITRATION AGREEMENT; CLASS ACTION WAIVER, (INCLUDING THE OPT-OUT PROVISION) AND FORCE MAJEUR 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** (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 arising under or related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, claims related to the sale or fulfillment of this **Agreement**, and claims against any third-party (including the Selling Retailer and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this **Agreement** or the underlying transaction or the sale 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, successors, or assigns. "Claims" does not include a claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or 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 in any way 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 number and URL: American Arbitration Association, (800) 778-7879, 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 Your total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. 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 SALES ORDER CONFIRMATION AND RECEIPT FROM THE SELLER.

To opt out, You must send written notice to Everything Breaks, Inc., 2248 Central Drive STE 107-291 Bedford, TX 76021 with the subject line, “Arbitration Opt Out.” You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

A.

1. Any failure by Obligor to assert a right or enforce a requirement under this Contract shall not be deemed a waiver of that or any other right or requirement and shall not preclude Obligor from asserting any right or enforcing any requirement at any time.
2. Obligor will make commercially reasonable efforts to fulfill its obligations under this Contract. Certain causes and events that are out of Obligor’s reasonable control (“Force Majeure Events”) may result in Obligor’s inability to perform under this Contract. If Obligor is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then Obligor’s obligations shall be suspended to the extent made necessary by such Force Majeure Event, and in no event shall Obligor be liable to You for its failure to fulfill its obligations or for damages caused by any Force Majeure Event. Force Majeure

Events include, but are not limited to acts of God, fire, war, nuclear accident, flood, earthquake, hurricanes, tornadoes, and other natural disasters, acts of terrorism, civil disorder, acts of any governmental authority, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules or regulations of any governmental authority, and any other cause beyond Obligor's reasonable control.

B. USE OF PERSONAL INFORMATION

By entering into this Contract, You agree that any personal information that You provide to Seller, Obligor, and/or Administrator in connection with this Contract, whether required or not, constitutes permission for Seller, Obligor, and/or Administrator to add Your personal information to customer databases and to use and share your information as set forth in the Privacy Policies of the Seller, Obligor and Administrator. You may opt out of receiving marketing communications from Seller, Obligor, and/or Administrator as set forth in the Privacy Policy or as provided within any marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of emails).

C. ASSIGNMENT & TRANSFER OF CONTRACT & RENEWALS

1. If the Covered Property is sold during the term of this Contract You may transfer this Contract to the new owner by mailing, and providing the date of new ownership, new owner's name, complete address, and telephone number and an Administrator fee of fifty dollars (\$50) payable to Everything Breaks. A copy of the Contract is available upon request.
2. Obligor may assign this Contract, in whole or part, or any of its rights and obligations hereunder without Your consent, to the fullest extent allowed by law. Upon such assignment, You agree that Obligor shall have no further obligation to you. This Contract is not assignable by You without Obligor's prior written consent except as set forth above.
3. This Contract does not automatically renew past the first Covered Period but may be renewed at the option of Obligor/Administrator and where permitted by state law. In that event you will be notified of the prevailing rate and terms for renewal.

D. CANCELLATION OF THE AGREEMENT:

1. **You** may cancel this **Agreement** at any time by contacting the **Administrator**.
 - a. For monthly term **Agreements**, cancellation becomes effective at the end of the current month of coverage and no refund is provided.
 - b. For annual term **Agreements**, a pro-rata refund will be issued for the unexpired term less any claims paid.
2. In addition, if cancellation is within the first year of being an active customer and if any service has been performed, **You** may be charged the lesser of a [\$75] **cancellation fee** or the cost of the service provided.
3. In the event of cancellation within the first thirty (30) days of the **Agreement Purchase Date**, **You** will be refunded the full **Agreement Purchase Price**, less any claims paid.
4. **We** reserve the right to cancel this **Agreement** in the event of customer fraud, material misrepresentation, or failure to pay, cancellation may be immediate. In the event of cancellation for customer fraud or material misrepresentation, **We** may demand immediate payment of the cost of all services provided to **You**, less any payments made, and no refund will be issued. The notice of cancellation will include the reason and the effective date of cancellation.
5. Once this **Agreement** is cancelled, **You** will be subject to a thirty (30) day waiting period if **You** wish to purchase another **Agreement**.

PRIVACY POLICY: It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at www.everythingbreaks.com

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 covered item. 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 covered item. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the covered item. 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".