

EXTENDED SERVICE AGREEMENT
This Agreement is not a Contract of Insurance

Please read this **Agreement** carefully, as it describes the protection **You** will receive in return for **Your** payment of the purchase price of this **Agreement**. **You** must keep this **Agreement**, **Your** sales invoice, and receipt for the product **You** purchased; they are integral parts of this **Agreement** and **You** will be required to produce them in order to obtain service. **You** must maintain the **Covered Product** as recommended by the manufacturer's owner manual and warranty. Refer to the Declarations Page of this **Agreement**, **Your** sales receipt, or invoice to determine the term of this **Agreement**, the type of plan **You** purchased, and if there is a deductible required to obtain service under this **Agreement**.

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

I. DEFINITIONS

- (1) **"Provider", "Obligor", "We", "Us" and "Our"**: The company obligated under this Agreement, Mulberry Shield, Inc., 250 Hudson Street, FL 2, New York, NY 10013, 917-994-6394
- (2) **"You" and "Your"**: The original purchaser of the **Covered Product** or the owner of the product to whom the service agreement was validly transferred pursuant to the requirements of this **Agreement**.
- (3) **Agreement**: this Agreement together with the Declaration page attached, and the State-Specific Terms and Conditions identified below.
- (4) **"Selling Retailer"**: The entity selling the **Covered Product** and this **Agreement**.
- (5) **"Covered Product"**: The consumer product that **You** purchased concurrently with and is covered by this **Agreement** and which is identified on your Receipt.
- (6) **Agreement Purchase Price**: The amount you paid for the purchase of this Agreement as reflected on your Receipt applicable to the purchase of the **Covered Product**.
- (7) **Breakdown**: The inability of the **Covered Product** or part thereof, under normal service and usage of the **Covered Product**, to perform the function for which it was designed due to a material defect that is not related to the action or inaction of any non-covered part or outside influence. A gradual reduction in performance commonly referred to as "wear and tear," will be considered a **Breakdown** when the wear has exceeded the manufacturer's published tolerances. Please refer to the provisions under the **EXCLUSIONS** section for a listing of conditions under which the failure of a **Covered Product** is not considered a **Breakdown**.

II. ELIGIBILITY

- (1) **The following products are eligible for coverage:**
 1. **Electronics**, such as televisions, cell phones, tablets, laptops, computers, audio equipment, surveillance systems, global positioning satellites (GPS), video game consoles, digital picture frames, DVD/VCR and BLU-RAY players, home theater systems, printers, projectors, telephones, media recorders, speakers, video players, and scanners.
 2. **Video/Audio Equipment**, such as cameras, lenses, drones, action cameras, 360 cameras, lighting equipment, video cameras, microphones, mixers, audio interfaces, audio recorders, flashes, monolights, light reflectors, and headphones.
 3. **Musical Instruments**, such as electric keyboards, pianos, acoustic guitars, electric guitars, ukuleles, banjos, string instruments, drums and drums sets, amplifiers, speaker cabinet, and loudspeakers.
 4. **Major Appliances**, such as refrigerators, built in microwaves, dishwashers, clothes dryer and washer, hot water heaters, ranges, stoves, ovens, cooktops, freezers, and more.
 5. **Jewelry**, such as rings, necklaces, earrings, bracelets, watches, and more.
 6. **Lawn & Garden and Power Tools**, such as lawnmowers, tractors, power generators, drills, saws, nail guns, pressure washer, edger's or weed eaters, chainsaws, leaf blowers, hedge trimmers, metal detectors and more.
 7. **Fitness Equipment**, such as climbers, steppers, exercise bikes, ellipticals, lifecycles, rowing machines, treadmills, and more.
 8. **Sporting Goods**, such as golf clubs, bicycles, skis, snowboards, basketball goals, goggles, helmets, volleyball nets and connecting poles, pool tables, ping-pong tables, hockey sticks, hockey and soccer goals, baseball bats, pitching nets, batting nets, tennis rackets and strings, scooters, motor bikes, fishing poles, hunting rifles, lacrosse sticks, lacrosse goals, and more.
 9. **Auto Parts**, such as batteries (auto, marine, and powersport), and auto parts included in the following categories: Air, Fuel, Emission, Exhaust, cooling and heating, electronics and navigation, tools and equipment and more.
 10. **Office Equipment**, such as printers, all in one printers, scanners, copy machines, fax machines, fax/scanner/copier combos, shredders, desk phones, typewriters, word processors, and more.
 11. **Indoor Furniture**, such as Sofas, Sectionals, Dressers, beds and Headboards, Desks, Chairs, and more
 12. **Outdoor Furniture**, such as Patio Furniture Sets, Outdoor Tables, Gazebos, and more
 13. **Commercial Furniture**, such as Office Chairs, Office Tables, Office Sofas, and more
 14. **Rugs**, such as Area Rugs, Hallway Runners, and more
 15. **Bags & Luggage**, such as Carry On Luggage, Checked Luggage, Laptop Backpacks, Duffel Bags, and more
- (2) Product must have at least a thirty (30) days valid manufacturer warranty in effect when this **Agreement** is purchased.
- (3) Product must be less than five years old at time of purchase of this **Agreement**.
- (4) Duration of plan:
 1. **One-Time Pay Plans**: If You paid for Your plan in one payment, coverage under Your plan will end up to ten years from the date on which it started depending on the length of the plan You purchased unless it is renewed or cancelled, or Our obligations under the plan become fulfilled in their entirety, in accordance with the Limit of Liability.
 2. **Monthly Paid Term Plans**: If You select a plan for a set period (e.g., 24 months) and pay for it monthly, coverage under Your plan will continue for the set plan period, unless it is renewed, cancelled or Our obligations under the plan become fulfilled in their entirety in accordance with the Limit of Liability. Until the plan described in this paragraph is cancelled or Our obligations under this plan become fulfilled, You authorize **Provider** to charge Your credit or debit card for the

amount specified on Your payment receipt, plus tax, for each month of the plan period specified on Your payment receipt plus tax. Your account must be current to receive service.

3. **Continuous Monthly Plans:** If You select a plan that automatically renews on a month-to-month basis, coverage under Your plan will continue and You authorize **Provider** to charge Your credit or debit card for the amount specified on Your payment receipt each month until Your plan is cancelled, We have fulfilled Our obligations under this plan in accordance with the Limit of Liability, or We discontinue the monthly renewals. Your account must be current to receive service.

III A. REPLACEMENT PLAN

- (1) **TERM:** For an Extension Replacement Plan, the term of this **Agreement** begins upon the expiration or termination of the shortest portion of manufacturer's warranty for the **Covered Product** and continues for the period indicated on the Declarations Page, **Your** sales invoice or receipt. For a Date of Purchase Replacement Plan, the term of this **Agreement** begins on the **Covered Product's** date of purchase or date of installation by the **Selling Retailer** (proof of installation date may be required if different from the product purchase date) and runs concurrent with the manufacturer's warranty, and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. The **Covered Product** is eligible for coverage on the 31st day following the date of purchase. This **Agreement** shall be fulfilled upon replacement of the **Covered Product** or issuance of a compensation check or **Selling Retailer** store credit to **You** in lieu of replacement of a **Covered Product**.
- (2) **COVERAGE:** We will replace the **Covered Product**, when required hereunder, due to a **Breakdown** during the coverage period, including those experienced because of its normal wear and tear as well as a mechanical or electrical failure caused by a direct result of a power surge (in the absence of insurance coverage). The **Covered Product** will be replaced with a new or refurbished product of like kind or similar quality with a value up to the purchase price of the **Covered Product**, excluding sales tax, shipping, and handling costs which are not covered by this **Agreement** and are **Your** responsibility. Any replacement product provided to **You** as a result of a claim being made under the terms of this **Agreement** will require the purchase of a new Replacement Plan to receive coverage for the replacement product provided by the **Provider**.
- (3) **LIMIT OF LIABILITY:** The limit of liability under the Replacement Plan is and shall not exceed the purchase price of the **Covered Product** at the time of purchase, excluding sales tax, delivery and handling costs.
- (4) **HOW TO REQUEST SERVICE:** [Do not return the **Covered Product** to the **Selling Retailer** where **You** purchased the **Covered Product**.] Contact the **Provider** and **You** will be advised on how to obtain a replacement product.
 - Go online to getmulberry.com/contact or Call Us toll-free at **855-220-7601** between the hours of 9:00 AM and 6:00 PM Eastern Standard Time
 - We will issue you a Claims ID Number. You may be required to ship your defective item to an address provided to you, in which event you must write the Claims ID Number on the outside of the package. Products found to be non-defective will be returned to You unrepai red.
 - You are not responsible for the cost of postage and/or shipping. Your product must be properly protected with bubble wrap or other protective materials.
 - Once approved, You will receive an email with a link to purchase the replacement unit to be mailed to You. You may be responsible for a portion or all costs of postage, insurance, packaging and shipping.
- (5) **ACCIDENTAL DAMAGE IN HANDLING ("ADH"):** If purchased, the **Covered Product** is protected against accidental damage in handling such as drops and liquid spills. Immersion of **Your Covered Product** is not covered under this **Agreement**. ADH only covers operational or mechanical failure caused by a single incident while handling and does not include protection against theft, mysterious disappearance, misplacement, viruses or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the **Covered Product**, cosmetic damage and/or other damage that does not affect the unit's functionality, damage caused during shipment between **You** and **Our** service providers and any other limitations listed in the "What is Not Covered" section of this **Agreement**. For the purpose of this **Agreement**, Accidental Damage is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events. The use of this coverage requires an explanation of where and when the Accidental Damage occurred as well as a detailed description of the actual event. In order for the Accidental Damage to be covered under this **Agreement**, the user at the time of damage must be **You** or the authorized transferee. If needed, the replacement value of the **Covered Product** will be solely determined by the **Provider** of this **Agreement**.
- (6) **POWER SURGE PROTECTION:** This **Agreement** provides power surge protection from the product date of purchase of the **Covered Product** in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein. **You** may be required to submit proof of claim denial from **Your** insurer, if applicable.
- (7) **COMMERCIAL ADD-ON PLAN:** For residential and commercial grade products used in a commercial setting/environment (i.e. for use other than in a residential single-family setting), a Commercial Add-On Plan is required. If purchased, this **Agreement** will provide coverage for the **Covered Product** that is used in a commercial setting in those cases where the manufacturer's warranty is null and void. Coverage under this **Agreement** will begin from the product date of purchase and continue for the period of time stated on the Declarations page of this **Agreement**, **Your** sales receipt or invoice; provided however, for selected products that are manufactured specifically for commercial use and include a manufacturer's warranty, coverage begins upon expiration of the shortest portion of the manufacturer's or factory-refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Major Component coverage for appliance service agreements is not available for products under the Commercial Add-On Plan.]

III B. PARTS & LABOR REPAIR PLAN

- (1) **TERM:** For a Parts & Labor Date of Purchase Repair Plan, the term of this **Agreement** begins on the product date of purchase or, if applicable, the date of installation of the **Covered Product** by the **Selling Retailer** (proof of installation date may be required if different from the product purchase date) and runs concurrent with the manufacturer's warranty, and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. For the Parts & Labor Extension Repair Plan, the term of this **Agreement** begins upon the expiration of the shortest portion of the manufacturer's warranty for the **Covered Product** and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. [The **Covered Product** is eligible for coverage on the [31st] day following the date of purchase.]
- (2) **COVERAGE:** Parts for the **Covered Product** will be replaced in the event of a **Breakdown** with those of like kind and quality at **Our** sole discretion. **Provider** may use new or remanufactured parts in repairing the **Covered Product**. If the **Covered Product** cannot be repaired or if the cost of its repair exceeds the **Covered Product's** original purchase price, the **Covered Product** will be replaced as determined by **Provider** with a product of like kind or similar features. If replacement parts are not available for the **Covered Product** or have been discontinued by the manufacturer, **Provider** will replace the **Covered Product** as determined by

Provider with a product of like-kind, similar quality or features.

- A. **For Electronics:** **Provider** will repair or replace the **Covered Product**, at its discretion, when required due to a **Breakdown**, including those experienced during normal wear and tear, as well as a mechanical or electrical failure caused by a direct result of a power surge (in the absence of insurance coverage). Costs related to the removal and reinstallation of **Your Covered Product** are covered under this **Agreement**, when required, due to a covered **Breakdown** as governed by the "Limit of Liability" section of this **Agreement**. **You** are responsible for backing up all computer software and data prior to the commencement of repair of the **Covered Product**.
 - B. **For Appliances:** **Provider** will repair or replace the **Covered Product**, at its discretion, when required due to a mechanical or electrical **Breakdown**, including those experienced during normal wear and tear, as well as a mechanical or electrical breakdown caused by a direct result of a power surge. This **Agreement** does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the **Covered Product**. This **Agreement** does not cover the cost of opening or closing walls, floors, or ceilings.
 - C. **For Jewelry:** **Provider** will furnish the parts and labor necessary to repair or replace the **Covered Product** only in the event of mechanical breakdown or defects in manufacturer's workmanship and/or materials, including normal wear and tear. **Provider** will cover broken, bent or worn prongs, clasps and hinges; knotted or broken links in necklaces and bracelets; broken or lost pins and earring posts; restringing of stretched pearl necklaces; and, reshanking. Coverage also includes the following services for the **Covered Product**: ring sizing as result of weight change; refinishing and polishing; rhodium plating white gold; earring repair; chain soldering; resetting diamonds and gemstones; repair of chipped or cracked stones (including center stones); and replacement for loss of diamond or gemstone center stones or side/enhancement stones up to a maximum of 0.50 carat, due to a defect in the setting.
 - D. **For Watches:** **Provider** will repair or replace the **Covered Product**, at its discretion, when required by the **Covered Product's** wear during its normal usage and under the conditions for which it was designed. Coverage also includes battery replacement and replacement for loss of stones from bezel up to a maximum of 0.10 carat. This **Agreement** covers mechanical failure of watches and accidental breakage of stem or band, case and crystal.
 - E. **For Lawn & Garden Equipment and Power Tools:** The **Covered Product** will be restored to normal operating condition after it has failed during normal single family residential use, including failures due to normal wear and tear. The **Agreement** covers the cost of all labor and parts necessary to repair the **Covered Product** for problems due to functional part failures.
 - F. **For Fitness Equipment & Other Sporting Goods:** **Provider** will repair or replace the **Covered Product** for mechanical and electrical failures, including power surge, which occur during normal use and operation in accordance with the manufacturer's written specifications. This **Agreement** does not cover any product used in a commercial setting. This **Agreement** covers the repair and replacement of functional factory installed belts including treadmill walking belts and rollers required for the performance of the **Covered Product**.
 - G. **For Office Equipment:** **Provider** will repair or replace the **Covered Product** Printer, All in One Printers, Scanner, Copy Machine, Fax Machine, Fax/Scanner/Copier Combo, Shredder, Desk Phone, Typewriter, Word Processor.
 - H. **For Rugs:** **Provider** will repair or replace the **Covered Product** in the event of the following defects: rips or tears; seam separations, and stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors) all as a result of normal indoor residential household use or accidental damage, either resulting from a single incident. Cleaning to remove covered stains on the **Covered Product** is included as provided herein.
 - I. **For Bags & Luggage:** **Provider** will repair or replace the **Covered Product** in the event of the following defects: Rips or tears; seam separation; broken zipper, wheels or handles; minor burn or heat marks up to one inch in length; stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors); all as a result of normal use or accidental damage, either resulting from a single incident.
 - J. **Accidental Damage in Handling "ADH":** For ADH coverage, see section IIB(8) ACCIDENTAL DAMAGE IN HANDLING ("ADH").
- (3) **LIMIT OF LIABILITY:** **Our** limit of liability for the **Covered Product** under the Parts & Labor Repair Plan is the cost of authorized repairs to and/or replacement of the **Covered Product** as determined by **Provider**, with a product of like kind or similar quality and features, and in no event will **Our** total liability for repairs and/or replacement exceed the original purchase price OR the cost of a replacement product of like kind or similar features OR actual cash value of the **Covered Product**, whichever is less. Upon replacement, this **Agreement** has been fulfilled.
DELIVERY FEES, BREAKDOWN CHARGES, INSPECTION FEES, INSTALLATION FEES, OR ESTIMATE CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS **AGREEMENT** ARE **YOUR** RESPONSIBILITY.
- (4) **NO LEMON POLICY:** This **Agreement** provides that following the expiration of the term of the **Covered Product's** manufacturer's warranty, after three (3) service repairs have been completed for the **Covered Product** for the same problem within a twelve month period, as determined by **Provider**, in lieu of performing a fourth (4th) repair on the **Covered Product**, **Provider** may replace it with a product of like kind or similar features, or issue a check or store credit to **You** in an amount not to exceed the original purchase price of the **Covered Product**. If **We** replace the **Covered Product** or issue a cash settlement of any kind, including a store credit, all of **Our** obligations for the **Covered Product** under this **Agreement** terminate and will be considered fulfilled.
- (5) **HOW TO REQUEST SERVICE:** To request service for the **Covered Product**, go online to getmulberry.com/contact or Call Us toll-free at 855-220-7601 between the hours of 9:00 AM and 6:00 PM Eastern Standard Time. All repairs must be authorized by the **Provider** prior to service being completed. Claims for unauthorized repairs will be denied.
Many oversights, which are not covered under this **Agreement**, can be due to simple circumstances such as the **Covered Product** not being switched on, being unplugged, or a fuse blown at the junction box. To avoid a non-covered claim, perform a hard reset as illustrated by the manufacturer in the owner's manual of **Your Covered Product**.
If **You** refuse service on a **Covered Product** after **Provider** have dispatched the authorized technician to **Your** location, **You** will be billed for that service's applicable trip charge. If **You** refuse service on a **Covered Product**, **We** are no longer responsible for any costs associated with the repair or replacement of **Your Covered Product** and may choose to refund **You** the prorated cost of this **Agreement**. If the cost of this **Agreement** is refunded at full cost or at a prorated cost, this **Agreement** will be considered fulfilled and no further action to repair or replace **Your Covered Product** will be considered.
- (6) **SERVICE DELIVERABLES:** **You** will receive service on the **Covered Product** as described below:
- A. **In-Home/On-Site:** Service will be performed in **Your** home or on site as indicated on the Declarations Page of this **Agreement** provided **You** have fulfilled the responsibilities required under the section labeled, "YOUR RESPONSIBILITIES – IN HOME SERVICE". In-home service will be provided by **Our** authorized, third-party service provider during regular business hours, local time, excluding holidays. **Provider's** authorized, third-party service provider may opt to remove the **Covered Product** to perform service in-shop. If the **Covered Product** requires in-shop repair, the shipping and/or transportation will be covered by this **Agreement**. The **Covered Product** will be returned, at **Our** cost, upon completion. Additional time and mileage charge for in-home repairs outside of twenty-five contiguous land miles OR the normal service radius of **Our** authorized, third-party service provider are not covered by this **Agreement** and are **Your** responsibility. For products of a reasonable size and weight, **You** may be required to carry the **Covered Product** to a local authorized service provider of **Provider's** choice for repairs.

If an authorized service provider is unavailable in **Your** area, **You** may be responsible for locating a service provider and facilitating the service for **Your Covered Product**, as governed by the terms in section "Customer Service Reimbursement". **We** are not responsible for delay in service or use of the **Covered Product** while the **Covered Product** is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this **Agreement**.

YOUR RESPONSIBILITIES – IN-HOME SERVICE:

1. Provide **Our** authorized service provider with accessibility to the **Covered Product**.
2. Provide a non-threatening, non-hazardous and safe environment for **Our** authorized service provider.
3. An adult over the age of eighteen must be present for the period of time that **Our** authorized service provider is scheduled to provide service and while **Our** authorized provider is on **Your** property servicing the **Covered Product**.

B. **Depot Service:** If depot service is included with **Your Agreement**, **Provider** will provide 3-way shipping to and from a depot service center of **Provider** choice.

C. **Service Reimbursement:** To qualify for Customer Service Reimbursement, **You** will be required to submit proof of payment for services rendered on **Your Covered Product** as outlined in the section labeled, "YOUR RESPONSIBILITIES-SERVICE REIMBURSEMENT". Failure to produce proof of payment for service may cause **Your** claim to be denied. To file a service reimbursement claim: **You** must contact **Provider** at getmulberry.com/contact or Call Us toll-free at 855-220-7601 between the hours of 9:00 AM and 6:00 PM Eastern Standard Time **before** contacting a service provider in **Your** area. **You** must contact a manufacturer authorized service provider in **Your** area or obtain permission from **Provider** before contacting a non-authorized service provider. **We** are not responsible for delay in service or use of the **Covered Product** while the **Covered Product** is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this **Agreement**.

YOUR RESPONSIBILITIES – SERVICE REIMBURSEMENT

1. Locate an authorized service provider in **Your** area and notify **Provider** prior to scheduling a diagnosis visit.
2. Contact the **Provider** once the product has been diagnosed to provide the detailed repair estimate including all trip charges, diagnosis fees, labor costs and part costs with part numbers for the parts required to complete the repair. **You** will be provided with an approval code if a repair is required due to a covered failure.
3. Once the repair has been completed, **You** must pay the service provider and email to **Provider** a copy of the completed and paid repair invoice, at help@getmulberry.com. The invoice must include: the make, model and serial number of the **Covered Product**, the reason for repair, the cause of loss, an itemized list of parts and labor charges with part numbers, proof of payment and **Your** name, address and phone number. **We** will reimburse **You** with a check within two weeks of receipt of the paid invoice with the required information.

(7) **POWER SURGE PROTECTION:** This **Agreement** provides power surge protection from the product date of purchase in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **Provider** will service the **Covered Product** in accordance with the terms herein. **You** may be required to provide proof of claim denial, if other insurance coverage is applicable.

(8) **ACCIDENTAL DAMAGE IN HANDLING ("ADH"):** If purchased, the **Covered Product** is protected against accidental damage in handling such as drops and liquid spills. Immersion of **Your Covered Product** is not covered under this **Agreement**. ADH only covers operational or mechanical failure caused by a single incident while handling and does not include protection against theft, mysterious disappearance, misplacement, viruses or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the **Covered Product**, cosmetic damage and/or other damage that does not affect the unit's functionality, damage caused during shipment between **You** and **Our** service providers and any other limitations listed in the "What is Not Covered" section of this **Agreement**.

For the purpose of this **Agreement**, Accidental Damage is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events. The use of this coverage requires an explanation of where and when the Accidental Damage occurred as well as a detailed description of the actual event. In order for the Accidental Damage to be covered under this **Agreement**, the user at the time of damage must be **You**. If needed, the replacement value of the **Covered Product** will be solely determined by the **Provider**.

(9) **[COMMERCIAL ADD-ON PLAN:** For residential and commercial grade products used in a Commercial setting/environment (i.e. for any use other than in a residential single-family setting), a Commercial Add-On Plan is required. If purchased, this **Agreement** covers replacement parts and labor necessary to maintain the **Covered Product** that is used in a commercial setting in those cases where the manufacturer's warranty is null and void. Coverage under this **Agreement** will begin from the date of purchase and continue for the period of time stated on the Declarations page of this **Agreement**, **Your** sales receipt or invoice; provided however, for selected products that are manufactured specifically for commercial use and include a manufacturer's warranty, coverage begins upon expiration of the shortest portion of the manufacturer's or [factory-refurbished] **[Selling Retailer's]** parts and/or labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Note: Special Features, Benefits, or Optional Plans and Major Component coverage for appliance service agreements, are not available for products under the Commercial Add-On Plan.]

(10) **DELIVERY/INSTALLATION:** If **Your** original major appliance product was installed by an authorized dealer, as stated on the same purchase receipt as the one provided through the purchase of this **Agreement**, and the **Covered Product** is deemed irreparable by the **Provider**, if **You** receive a replacement product pursuant to these terms and conditions and it is necessary for **Us** to remove the **Covered Product** for it to be replaced, **We** will cover the normal removal and re-installation costs for **Your** replacement product not to exceed the original purchase price, and governed by the section titled "LIMIT OF LIABILITY", of the **Covered Product**, exclusive of any custom work such as tile, flooring, wall paper, custom panels, borders, and all parts such as mounting brackets, any kits, etc. that may be necessary to complete the installation.

(11) **REMOVAL/REINSTALLATION:** If it is necessary for **Us** to remove the **Covered Product** for it to be repaired or replaced, **We** will cover the normal removal and reinstallation costs for the **Covered Product** not to exceed the original purchase price, and governed by the section titled "LIMIT OF LIABILITY", of the **Covered Product**, exclusive of any custom work such as tile, flooring, wall paper, custom panels, borders, and all parts such as mounting brackets, kits etc. that may be needed to complete the removal and reinstallation.

IV. WHAT IS NOT COVERED

- (1) **Products without a manufacturer's warranty; (B) Products with less than an original thirty (30) days manufacturer's parts and labor limited warranty (C) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (D) Cleaning; periodic checkups; preventive maintenance excluding items eligible under Maintenance Reimbursement; (E) Any and all pre-existing conditions that occur prior to the effective date of this Agreement and/or any product sold [used or] "as is", including but not limited to floor models, demonstrations models, etc.; (F) Parts or repairs due to normal wear and tear [unless otherwise specified or] unless tied to a failure, and items normally**

designed to be periodically replaced by You during the life of the product, including but not limited to [batteries], light bulbs, etc.; (G) Damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product; failure to follow the manufacturer's instructions for operation and care of the Covered Product; external causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; (H) Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (I) Incidental, consequential or secondary damages or delay in rendering service under this Agreement; loss of use during the period that the Covered Product is at an authorized service center or awaiting parts; (J) Any product used in a commercial setting or rental basis unless You purchased a Commercial Add-On Plan; (K) Failures that occur outside of the United States of America, with the exception of hand-held devices with worldwide coverage; (L) Non-functional, cosmetic or aesthetic parts including but not limited to frames, cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (M) Unauthorized repairs and/or parts; (N) Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein; (O) Accessories used in conjunction with a Covered Product including remote controls; (P) Any other loss other than a covered failure; (Q) Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this Agreement; (R) Any failure or condition that results from abnormal usage of the Covered Product; (S) Coin mechanisms; (T) Failures that intensify as a result of negligence.

Specific to Electronics and Appliances: In addition to any applicable exclusions listed above, this Agreement only covers the operating condition of the Covered Product and does not cover (1) non-operating, cosmetic, or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses; (2) any installed accessory item, e.g., gas or electronic connectors; (3) any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Covered Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power or water supply; water and power connectors and connections; reception or normal signal; (4) Outdoor conversion kits not specifically sold with the Covered Product and recommended by the manufacturer.

Specific to Computers and Peripheral Equipment: In addition to any applicable exclusions listed above, this Agreement does not cover damage caused by or due to (1) overheating caused by accumulation of dust, vermin or fan blockage; dropping; food and beverage spills; misuse and abuse; (2) any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges; (3) broken or cracked LCD/display screens in notebooks or other portable monitors; burned-in image in CRT, LCD or any other type of display; application programs; operating software; other software; loss of data or restoration of programs; (4) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; and (5) toner and ink cartridges; cables.

Specific to Jewelry: In addition to the exclusions listed above, Provider will not replace damaged, lost or stolen gem stones or beads unless otherwise noted under covered items.

Specific to Lawn & Garden Equipment and Power Tools: In addition to the exclusions listed above, this Agreement does not cover (1) Normal wear and tear; tune-ups; damage caused by neglect; improper operation; installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer; operation with fuels, oils or lubricants which are not suitable for use with the Covered Product; alteration or removal of parts; water entering engine cylinder(s) through exhaust system or carburetor(s); spark plugs; brake pads or lining; hoses; hose clamps; belts; batteries; shock absorbers; tires; cutting blades; gauge wheels; wheel balancing; alignments; cleaning of fuel and coolant systems; removal of carbon, varnish, sludge, or contaminants; necessary fuel and ignition system calibrations and adjustments; (2) this Agreement does not cover repair caused by normal product vibration; routine maintenance; fuses; filters; consumables; bulbs; exterior power cords; cosmetic adjustment or replacement; shell separating or cracking; paint changes; corrosion; rust; (3) this Agreement does not cover any repair for grinding of valves to increase compression; oil consumption; stuck rings; shipping or freight; burned valves; tuliped valves; adhesives; shop supplies; road service calls; environmental charges; miscellaneous charges; internal or external corrosion, electrolysis, salt or any other environmental condition; inadequate or improper storage/lay up; loss or damage to optional equipment.

Specific to Fitness Equipment & Other Sporting Goods: In addition to the exclusions listed above, this Agreement does not cover (1) failure of non-operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls; (2) Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and (3) products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

Specific to Auto Parts: In addition to the exclusions listed above, this Agreement does not cover: (1) Covered Product damaged by abnormal use, misuse, neglect, accident, alteration, modification, or "tampering with"; (2) failure caused by failure of a non-covered product and Diagnostic charges. If the responsibility for the replacement is covered by an insurance policy, manufacturer, recalls, or any other warranty or service contract; (3) any damage that occurs outside the continental United States of America, Alaska, Hawaii or Canada; (4) any cost other than the cost of the qualifying Covered Product; (5) incidental or consequential damages even if caused by the failure of the Covered Product; (6) more than a one replacement of the same Covered Part.

Specific to Automotive / Marine / Powersport Batteries: In addition to the exclusions listed above (1) must be sold in new condition; (2) improper installation or attachments; (3) batteries that are merely discharged; (4) batteries used in vehicles for commercial use or in trucks over 1 ton; (5) labor charges, installation charges, taxes or legislatively imposed fees to remove or replace automotive, motorcycle, marine, or RV parts and accessories or any fees related to the disposal of environmentally unsafe materials; (6) "No problem found" diagnosis.

Specific to Rugs: In addition to any applicable exclusions listed above, this Agreement does not cover: (1) Damage from pets (other than bodily fluids); (2) Burns and heat marks longer than one inch in length; (3) Stains caused by the delivery of the Covered Product; stains of unknown origin; stains as a result of acid, bleach, body oils, caustic solutions, dyes, nail polish remover, nail polish, paint, suntan oils, ballpoint ink, cosmetics and wax; (4) Fabric and/or leather which has become faded, worn or soiled over time from normal everyday use or sun exposure; natural characteristics that cause appearance variations; x- coded fabrics; non-colorfast materials; (5) Rugs located in screened rooms where the rug may be directly or indirectly exposed to the elements.

Specific to Bags & Luggage: In addition to any applicable exclusions listed above, this Agreement does not cover: (1) Damage from pets (other than bodily fluids); (2) Burns and heat marks longer than one inch in length; (3) Stains caused by the delivery of the Covered Product; stains of unknown origin; stains as a result of acid, bleach, body oils, caustic solutions, dyes, nail polish remover, nail polish, paint, suntan oils, ballpoint ink, cosmetics and wax; (4) Fabric and/or leather which has become faded, worn or soiled over time from normal everyday use or sun exposure; natural characteristics that cause appearance variations; x- coded fabrics; non-colorfast materials; (5) Peeling, cracking or color loss on vinyl, leather or bi-cast leather products.

IN NO EVENT SHALL THE PROVIDER, OBLIGOR OR ANY OF THEIR AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

V. CONDITIONS

1. **Renewal:** Renewal of your plan will be at **Provider's** discretion. To renew **Your** coverage, please call **917-994-6394** on or before the expiration date of this **Agreement**. Renewal prices will reflect the age of the **Covered Product**, **Our** current service costs, and **Our** product repair experience. Renewal prices and periods will be available from the **Provider** upon request at time of renewal. Note, not all products are eligible for renewal.]
2. **Transferability:** This **Agreement** is transferable by **You** for the balance of the original term of this **Agreement**. The transfer of this **Agreement** and the **Covered Product** may be registered at <https://getmulberry.com>. Once contract has been transferred to new ownership, the person listed as the New Owner of the **Covered Product** assumes all responsibility to uphold the conditions of this **Agreement**. A copy of this **Agreement** may be obtained by the New Owner at <https://getmulberry.com>. The manufacturer's warranty may not be transferrable.]
3. **Territories:** The **Agreement** territory is limited to the United States of America, but does not include U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
4. **Subrogation:** If **We** pay or render service for a loss, **We** may require **You** to assign **Us Your** rights of recovery against others. **We** will not pay or render service for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived. **You** will be made whole before **We** retain any amount **We** may recover.
Deductible: There may be a deductible required to obtain service for repair or replacement of the **Covered Product**.

Cancellation: This **Agreement** provides a ninety (90) day free look period from the purchase date of the **Agreement** as long as no claims have been incurred. **You** may cancel this **Agreement** by informing the **Our Provider** of **Your** cancellation request within ninety (90) days from the date of purchase of the **Agreement** and **You** will receive a 100% refund of the full purchase price of the **Agreement**. If **Your** cancellation request is made more than ninety (90) days from the date of purchase, or if you have incurred a covered claim, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed the cost of the contract or [\$50.00] whichever is less; or the state law for cancellation that applies to residents requesting cancellation. **We** may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment by **You**. A written notice will be provided at least thirty days prior to cancellation at **Your** last known address, with the effective date for the cancellation and the reason for cancellation. **Your** refund will be equal to 100% of the unearned pro-rata **Agreement** purchase price paid. If the Term indicated on the Declarations Page, sales receipt, or invoice is "Monthly", coverage continues as long as the monthly Agreement fees are paid by **You** in full by the billing due date. This Agreement will renew automatically on a monthly basis and will continue to renew until canceled by **You** or **Us**, or if full payment is not received by the billing due date. We may non-renew this Agreement for any reason at any time. For Monthly Term coverage, We have the right to modify rates and/or Agreement provisions. Notice of any changes to rate and/or Agreement provisions will be given to **You**, in writing, at least thirty (30) days prior to implementation. **You** may terminate coverage by giving written notice at any time prior to the effective date of the change.

5. **Entire Agreement:** The terms and conditions of this Agreement (together with the Declarations Page applicable to this purchase and the State-Specific Terms and Conditions identified below) constitute the **Agreement** between us and you relating to the provision of protection described herein. No representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this **Agreement**.
6. **Our Obligations to you Insured:** This Contract is not a contract of insurance. However, Our obligations under this Contract are insured by an insurance policy issued by Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094. In the event we fail to perform or pay any covered service or pay any refund, or if we become insolvent or otherwise financially impaired, or if satisfaction is not received within 60 days after proof of loss is filed, you may make a claim with Lexington National Insurance Corporation at 1-866-539-2547.

STATE REQUIREMENTS AND DISCLOSURES

THIS AGREEMENT IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES.

Alabama: A twenty-five dollar (\$25) cancellation fee is applicable. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Arizona: In the "WHAT IS NOT COVERED" section of this **Agreement**, exclusion (E) is removed. CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer's right to file a complaint with the [Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548]. Exclusions listed in the **Agreement** apply once the **Covered Product** is owned by **You**.

Arkansas: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**. Arbitration in this state is voluntary on either party.

California: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**. For all products other than home appliances and home electronic products, if the **Agreement** is cancelled: (a) within sixty (60) days of receipt of this **Agreement**, **You** shall receive a full refund of the purchase price of this **Agreement** provided no service has been performed, or (b) after sixty (60) days, **You** will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Household Goods and Services (BHGS). To learn more about this process, **You** may contact BHGS at [1-800-952-5210], or **You** may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or **You** may visit their website at www.bhgs.dca.ca.gov. Informal dispute resolution is not available.

Colorado: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**. Obligor's obligations are insured under a Contractual Liability Policy # ANC-FTP-2020-010 issued by Lexington National Insurance Corporation.

Connecticut: If **You** purchased this **Agreement** in Connecticut, **You** may pursue mediation to settle disputes between **You** and the provider of this **Agreement**. Parties to this extended warranty agreement shall make reasonable efforts to resolve disputes over the terms of the warranty. **You** may mail **Your** complaint to: State of Connecticut, Insurance Department, [P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs]. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this **Agreement**. In the event **Your Covered Product** is being serviced by an authorized service center when this **Agreement** expires, the term of this **Agreement** will be extended until covered repair has been completed. CANCELLATION section is amended as follows: **You** may

cancel this **Agreement** if **You** return the **Covered Product** or the **Covered Product** is sold, lost, stolen, or destroyed.

District of Columbia - A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**. If **You** elect to cancel this **Agreement** after the free look period, or if a claim has been paid, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) percent of the **Agreement Purchase Price** or fifty dollars (\$50.00 U.S.).

Florida: This **Agreement** is between the Provider, [Florida License XXXX] and **You**, the purchaser. If **You** cancel this **Agreement**, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on **Your** behalf. If this **Agreement** is cancelled by the Provider or **Provider**, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on **Your** behalf. **The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation.** ARBITRATION section of this **Agreement** is removed.

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. In the "WHAT IS NOT COVERED" section of this **Agreement**, exclusion (E) is removed and replaced with: Any and all pre-existing conditions known by **You** or should have reasonably been known by you, that occur prior to the effective date of this **Agreement** and/or any sold "as is" including but not limited to floor models, demonstration models, etc. CANCELLATION section is amended as follows: If **You** cancel after thirty (30) days of receipt of **Your Agreement**, **You** will receive a pro rata refund of the **Agreement** price. In the event of cancellation by **Us**, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. **We** may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment by **You**. ARBITRATION section of this **Agreement** is removed.

Hawaii: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Illinois: If **You** elect to cancel this **Agreement** after the free look period, or if a claim has been paid, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) percent of the **Agreement Purchase Price** or fifty dollars (\$50.00 U.S.).

Iowa: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**.

Maine: CANCELLATION section is amended as follows: The provider of the **Agreement** shall mail a written notice to the service **Agreement** holder at the last known address of the service **Agreement** holder contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If an **Agreement** is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service **Agreement** holder one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the service **Agreement** holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Agreement** to the provider.

Maryland: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Massachusetts: CANCELLATION section is amended as follows: The free look period is sixty (60) days. Further, if **We** cancel this **Agreement**, **We** will mail a written notice to the service **Agreement** holder, including the effective date of the cancellation and the reason for the cancellation at the last known address of the service **Agreement** holder contained in the records of the provider at least five (5) days prior to cancellation by the provider unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by the service **Agreement** holder relating to the **Covered Product** or its use. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**.

Michigan: If performance under this **Agreement** is interrupted because of a strike or work stoppage at **Our** place of business, the effective period of the **Agreement** shall be extended for the period of the strike or work stoppage.

Minnesota: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**.

Mississippi: ARBITRATION section of this **Agreement** is removed.

Missouri: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Nevada: CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The cancellation fee is limited to twenty-five (\$25) dollars. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**. ARBITRATION section of this **Agreement** is removed. In emergency situations that immediately endangers the health and safety of **You**, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if **We** determine that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, **We** will provide a status report to **You** no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services; 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period; 3) the current estimated time to complete the repairs or services; and 4) contact information for **You** to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made. **Exclusion G** regarding unauthorized modifications is amended as follows: This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, **We** will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract. If **You** are not satisfied with the manner in which **We** are handling the claim, **You** may contact the Nevada Division of Insurance at (888) 872-3234.

New Hampshire: In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department, [21 South Fruit Street, Concord, NH 03301, (603) 271-2261]. ARBITRATION section of this **Agreement** is removed.

New Jersey: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

New Mexico: CANCELLATION section is amended as follows: If **You** are the original purchaser of this **Agreement**, **You** may return this **Agreement** and receive a refund if: (i) **You** have not made a claim under the **Agreement**; and (ii) **You** return this **Agreement** within twenty days after the date **We** mail **You** a copy of the **Agreement** or within ten days after **You** receive a copy of the **Agreement** if **We** furnish **You** with the copy at the time the **Agreement** is purchased.

We may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the

effective date of cancellation and the reason for cancellation. If this **Agreement** has been in force for a period of seventy (70) days, **We** may not cancel it before the expiration of the **Agreement** term or one (1) year, whichever occurs first, unless: 1) **You** fail to pay any amount due; 2) **You** are convicted of a crime which results in an increase in the service required under the **Agreement**; 3) **You** engage in fraud or material misrepresentation in obtaining this **Agreement**; or 4) **You** commit any act, omission, or violation of any terms of this **Agreement** after the effective date of this **Agreement** which substantially and materially increases the service required under this **Agreement**. A ten percent (10%) penalty per month (or each portion thereof) shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned **Agreement**.

New York: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**.

North Carolina: CANCELLATION section is amended as follows: **We** may not cancel this **Agreement** except for nonpayment by **You** or for violation of any of the terms and conditions of this **Agreement**. **We** may retain a cancellation fee not to exceed ten percent (10%) of the amount of the pro-rata refund.

Oklahoma: Our Oklahoma Service Warranty License Number is XXXXX.

Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association

SECTION V CONDITIONS - CANCELLATION section is amended as follows: In the event the **Agreement** is canceled by **You** within the first sixty (60) days from the effective date, **We** will refund the entire **Agreement** charge paid. If this **Agreement** is canceled by **You** after sixty (60) days, **We** will refund an amount based upon ninety percent (90%) of the unearned pro-rata premium, reflecting the days in force or the miles driven based on the term of plan selected and the date Coverage begins, less a Fifty Dollar (\$50.00) administrative fee or ten percent (10%) or the pro-rata refund amount (whichever is less). If **We** cancel the **Agreement**, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as its interest may appear.

SECTION V CONDITIONS - 5. ARBITRATION – 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: Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least 30 days prior to the date of termination. CANCELLATION section is amended as follows: **You**, the service **Agreement** holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **Your Agreement** is returned to the provider. ARBITRATION section of this **Agreement** is removed.

South Carolina: If **You** purchased this **Agreement** in South Carolina, complaints or questions about this **Agreement** may be directed to the South Carolina Department of Insurance, [P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180]. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Texas: If **You** purchased this **Agreement** in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, [P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202]. **Obligor:** CARRIER INFORMATION CANCELLATION section is amended as follows: **You**, the service **Agreement** holder, may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **Your Agreement** is returned to the provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Utah: This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by **You** to the **Provider** as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. CANCELLATION section is amended as follows: **We** can cancel this **Agreement** during the first sixty (60) days of the initial annual term by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel this **Agreement** during such time period for non-payment of premium by mailing **You** a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, **We** may cancel this **Agreement** by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Agreement** or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to **You** at **Your** last known address and contain all of the following: (1) the **Agreement** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

ARBITRATION section is amended to include the following: Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rules of (the American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

How To Request Service is amended to provide that you may call **Us** toll-free at 855-220-7601 or go online to help@getmulberry.com

EMERGENCY SERVICE: If you are unable to reach **Provider** at and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Provider Your** original repair bill along with the technician's report and a copy of the **Agreement** to the address at the top of this **Agreement** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

Obligations of the **Provider** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy issued by Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094. In the event we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, you may make a claim with Lexington National Insurance Corporation at 1-866-539-2547.

Virginia:

The following is added to this Contract: If any promise made in the **Contract** has been denied or has not been honored within 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: All references to **Obligor** throughout this **Agreement** are replaced with Service Contract Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**. **We** may not cancel this **Agreement** without providing **You** with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. **You** are not required to wait sixty (60) days before filing a claim directly with the Service Contract Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Contract Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement** holder's

permanent residence. **You** may file a direct claim with the Service Contract Provider at any time.

EMERGENCY SERVICE: If you are unable to reach **Provider** at **917-994-6394** and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Provider Your** original repair bill along with the technician's report and a copy of the **Agreement** to the address at the top of this **Agreement** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

Wisconsin: ARBITRATION section of this **Agreement** is removed. CANCELLATION section is amended as follows: 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. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Agreement**. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** If **You** cancel within thirty (30) days of receipt of this **Agreement**, **You** must first return to the **Selling Retailer** or to the **Obligor** should the **Selling Retailer** not be available. Proof of loss should be furnished by **You** to the **Provider** as soon as reasonably possible and within one (1) year after the time required by this **Agreement**. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**. If **Provider** fails to provide, or reimburse or pay for, a service that is covered under this **Agreement** within sixty-one (61) 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 Insurer for reimbursement, payment, or provision of the service. If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed **[\$50.00]** or ten percent (10%) of the purchase price whichever is less.

Wyoming: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**. ARBITRATION section of this **Agreement** is removed.