

AMERICAN AUTO REPAIR COVERAGE

1600 Heritage Landing, Suite 202
Saint Charles, MO 63303
855-897-2272

Timothy Ruplin
9 Seneca Ct
Port Jefferson Stati, NY 11776-4485

Congratulations! Your valuable mechanical breakdown protection is detailed in the enclosed contract booklet. Please look it over and call with any questions you may have. Thank you for your purchase; we look forward to servicing your protection needs. Please call us for a quote on any other vehicle in your household. Vehicles under 150,000 miles may qualify for additional coverages, and multi-vehicle discounts are available.

Be sure to familiarize yourself with the coverage, maintenance requirements, and procedures in the event of a mechanical breakdown. Proper maintenance of your vehicle will contribute to a trouble free driving experience. You should follow your vehicle manufacturer's recommended maintenance for your driving habits.

We encourage you to store your new service agreement in your vehicle. This document contains important numbers needed in the event of a breakdown.

Welcome to our family of vehicle owners that have the peace of mind and financial security of mechanical breakdown protection.

THANK YOU AGAIN!

DAVID FRIEDRICH

Protection Specialist

IMPORTANT CONTACT NUMBERS:

Claims: 844-548-2816

Roadside: 888-878-8307

CONTRACT PERIOD

This coverage ends when (1) the term selected expires as measured from the Contract Purchase Date or (2) the mileage on Your Vehicle, as measured from zero (0) miles, reaches the mileage limit for the term selected. All plans require a mandatory "Waiting Period" before Coverage takes effect. The "Waiting Period" = 30 days and 1,000 miles from the Contract Purchase Date and Odometer Mileage at Contract Purchase. 30 days and 1,000 miles will be added to the term of Your Contract.

CONTRACT

- This agreement (Contract) is between the Contract Holder (named on the Registration page) and the Service Contract Provider as defined under the Definitions section of this Contract. The Seller (issuing party) is not a party to this Contract and has no obligations to You in regards to the benefits provided.
 - Your benefits and Our obligation to perform under this Contract are insured by an insurance policy with American Security Insurance Company, (PO Box 50355, Atlanta, Georgia 30302, (866) 306-6694). If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, or if the provider becomes insolvent or otherwise financially impaired, then You may make a direct claim against American Security Insurance Company or as identified by Your state of residence below.
For Connecticut, Florida, Iowa, Missouri, Nebraska, New Hampshire, New York, Oklahoma, and South Dakota residents only: Our obligations are guaranteed by an insurance policy issued by American Bankers Insurance Company of Florida, (11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694).
For Minnesota residents only: Our obligations are guaranteed by an insurance policy issued by American Reliable Insurance Company, (11222 Quail Roost Drive, Miami, Florida 33157, 1-866-306-6694).
 - The purchase of this Contract is not required in order for You to purchase or obtain financing for this Vehicle and is subject to verification.
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DEFINITIONS

- **Commercial Use Vehicle** means Vehicles used for business, deliveries, construction, or commercial hauling.
- **Consumer, Customer, You and Your (Contract Holder)** means the person who is listed in the "Contract Holder Information" section on the Registration page.
- **Covered Part** means an item listed as a Covered Part, based on the coverage You selected, as defined in the section titled "Covered Parts".
- **Covered Breakdown, Breakdown, or Mechanical Breakdown** means the event caused by the total failure of any Covered Part to work as it was designed to work in normal service, including normal wear and tear.

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

- **Insurance Policy and Reimbursement Insurance Policy** means a policy of insurance issued to the Service Contract Provider by an insurance company as stated in the “Contract” section above.
 - **Lien Holder, Finance Company, and Funding Company** means the entity that funded this Contract to Us on Your behalf. The same entity retains rights to any refund due until such time You have completed repayment of Your payment plan or installment agreement.
 - **Lubricated Part** means a part that requires lubrication to perform its function.
 - **Motor Vehicle and Vehicle** means the Vehicle identified by the Vehicle Identification Number (VIN) listed on the Registration page of this Contract.
 - **Seller and Issuing Party** means the entity where You purchased Your Contract.
 - **Service Contract and Contract** means this Service Contract for the Vehicle described on the Registration page.
 - **Service Contract Provider, We, Us, and Our (Administrator/Obligor)** means Enterprise Financial Group, Inc. (EFG), (P.O. Box 167667, Irving, TX 75016, 1-844-548-2816). www.efgcompanies.com.
- For Delaware residents only:** We Us and Our means Reticulated Administrative Services, Inc. (RAS), (P.O. Box 167667, Irving, TX 75016, 1-844-548-2816).
- For Florida residents only:** We, Us and Our means Enterprise Financial Group of Florida, Inc. (EFGF), (P.O. Box 167667, Irving, TX 75016, 1-844-548-2816). Florida License #: 60102.
- For Louisiana and South Carolina residents only:** We, Us and Our means EFG Agency, Inc., (P.O. Box 167667, Irving, TX 75016, 1-844-548-2816).
- For Texas residents only:** We, Us, and Our (The Service Contract Provider) means Enterprise Financial Group, Inc. (EFG), (P.O. Box 167667, Irving, TX 75016, 1-844-548-2816).

OUR OBLIGATIONS

If a Covered Mechanical Breakdown of Your Vehicle occurs during the term of this Contract, We will:

- Pay You or the repairer, for reasonable costs of repair or replacement of the Covered Part(s) and associated labor as required for the completion of the repair or replacement of those parts, which cause the Mechanical Breakdown. Allowed labor will be verified by the standard versions of the following nationally recognized labor guides: Motors, Mitchell, & AllData. Replacement parts, not to exceed manufacturer’s suggested retail price, may be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by Us.
- Reimburse You for a rental car at the rate of up to thirty dollars (\$30) per day and a maximum of one hundred fifty dollars (\$150) (five (5) days) per Mechanical Breakdown. To receive rental benefits You must supply Us with Your receipt from a licensed rental agency. No deductible will apply to this benefit. Maximum rental days include delays associated with Administrator required inspections or the shipment of parts.

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- Reimburse You for lodging and meal expenses actually incurred by You if the covered repairs are completed more than one hundred (100) miles from Your primary residence and You are stranded overnight. The limit on this reimbursement is seventy-five dollars (\$75) per day for up to three (3) days and a maximum of two hundred twenty-five dollars (\$225) per Breakdown.

YOUR OBLIGATIONS

- You should have the engine oil and filter changed within ninety (90) days after Contract Purchase Date, unless You have verifiable receipts that the Vehicle engine oil and filter were replaced within six (6) months prior to Contract Purchase Date. The minimum requirement on oil and filter changes thereafter is every six (6) months or 5,000 miles, whichever comes first, or You must follow the maintenance schedules in accordance with Your Vehicle's manufacturer recommendations. If applicable, replace the engine timing belt at the intervals specified by the Vehicle manufacturer. You must keep and make available verifiable service/purchase receipts (indicating dates, mileage, and a description of Your Vehicle) which show that this maintenance has been performed within the time and mileage limits required. We will not reimburse for repair costs or expenses if You cannot provide accurate records proving that You have maintained the failed Covered Part.
- You or Your repair facility is required to obtain Our authorization prior to beginning any repair covered by this Contract.
- You are responsible for paying the deductible indicated on the Registration page of this Contract each time You have a Mechanical Breakdown. A one hundred dollar (\$100) deductible per repair visit will apply unless the fifty dollar (\$50) deductible option box has been marked and paid on the Registration page.
- You are responsible for authorizing any tear-down or diagnosis time needed to determine if Your Vehicle has a Covered Breakdown. If it is subsequently determined that the repair is needed due to a Covered Breakdown, We will pay for appropriate diagnosis time (as determined by nationally recognized labor time guides). If the failure is not a Covered Mechanical Breakdown, then You are responsible for this charge.

OTHER IMPORTANT CONTRACT PROVISIONS

The aggregate total of Our liability for all benefits paid or payable during the term of this Contract shall not exceed the actual cash value of Your Vehicle at time of Contract purchase. Our limit of liability for any one (1) claim or Breakdown related in time or cause shall not exceed the actual cash value of Your Vehicle according to current National Automobile Dealers Association (NADA) standards at time of claim.

In return for Your payment for this Contract and subject to its terms, You will be provided with the protection described herein. After You receive any benefits under this Contract, We are entitled to all of Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the costs covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights

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unless transferred as provided in the transfer section of this Contract. You also agree to cooperate and help Us in any other matter concerning this Contract.

This Contract will terminate when You sell Your Vehicle unless transferred as provided in the Transfer Section or when this Contract is cancelled as outlined in the Cancellation Section.

ARBITRATION. THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE AND AGREE THAT THEY MAY HAVE HAD THE RIGHT TO LITIGATE DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT BEFORE A JUDGE AND JURY BUT HAVE WAIVED ANY SUCH RIGHTS IN FAVOR OF RESOLVING SUCH DISPUTES UNDER THE MEDIATION AND ARBITRATION PROVISIONS HEREIN.

Should any controversy or claim arising out of or relating to this contract, or the breach thereof, the parties agree to first mediate the dispute amongst themselves in good faith prior to demanding arbitration or taking any further legal action. To initiate mediation, either party must provide notice, in writing, to the other party, of the request to mediate. The parties agree to mediate the matter amongst themselves by telephone conference within thirty (30) days of receipt of such notice.

If the dispute is not resolved by mediation, the parties agree that any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, its Expedited Procedures, and its Supplementary Procedures for Consumer-Related Disputes, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that a panel of one (1) arbitrator will be selected from a field of arbitrators provided by the AAA.

The filing party (the “claimant”) must notify the other party (the “respondent”), in writing, that it wishes to arbitrate a dispute. The demand should briefly explain the dispute, list the names and addresses of the consumer and the business, specify the amount of money involved, and state what the claimant wants. The claimant must also send two copies of the demand to the AAA at the time it sends the demand to the respondent. When sending a demand to the AAA, the claimant must attach a copy of the arbitration agreement from the consumer contract with the business. The claimant must also send the appropriate administrative fees and deposits. After the claimant pays the appropriate administrative fees and deposits associated with filing the demand, EFG shall pay the remainder of the fees and costs of the arbitration to the AAA on behalf of both parties. Nothing in this provision limits the arbitrator’s power to award the arbitration fees and costs to either party as part of the award.

THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO HAVE A COURT ADJUDICATE DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, IN SMALL CLAIMS COURT OR JUSTICE COURT, EXCEPT FOR THE SOLE PURPOSE OF CONFIRMING AND ENFORCING AN ARBITRATION AWARD OR ENFORCING THIS PROVISION. THE PARTIES

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EXPRESSLY WAIVE THEIR RIGHTS TO JURY TRIAL OF ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT. SHOULD EITHER PARTY BREACH THE ABOVE PROVISIONS BY FILING SUIT IN A COURT OF LAW, THAT PARTY SHALL BE RESPONSIBLE FOR THE COSTS AND FEES INCURRED TO ENFORCE THE MEDIATION AND ARBITRATION PROVISIONS. IF ANY PORTION OF THE MEDIATION AND ARBITRATION PROVISIONS ARE HELD ILLEGAL OR UNENFORCEABLE IN A JUDICIAL PROCEEDING, SUCH PORTION OF THE MEDIATION AND ARBITRATION PROVISIONS SHALL BE SEVERED AND SHALL BE INOPERATIVE, AND THE REMAINDER OF THE MEDIATION AND ARBITRATION PROVISIONS SHALL REMAIN OPERATIVE AND BINDING ON THE PARTIES.

GOVERNING LAW. THE PARTIES AGREE THAT THIS CONTRACT, INCLUDING THE MEDIATION AND ARBITRATION PROVISIONS, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAWS. BOTH PARTIES, JOINTLY AND SEPARATELY, UNDERSTAND THAT SOME OR ALL OF THE TERMS OF THIS CONTRACT SHALL BE PERFORMED IN THE STATE OF TEXAS AND HEREBY IRREVOCABLY CONSENT TO PERSONAL JURISDICTION IN THE STATE OF TEXAS FOR THE PURPOSE OF GOVERNING, CONSTRUING, AND RESOLVING DISPUTES CONCERNING THIS CONTRACT. FURTHER, THE PARTIES AGREE THAT THE PROPER VENUE FOR THE RESOLUTION OF ANY DISPUTE OVER THIS CONTRACT SHALL BE DALLAS COUNTY, TEXAS.

Severability. If any provision of this Contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Contract shall remain operative and binding on the Parties.

**IF YOU HAVE A MECHANICAL BREAKDOWN,
YOU MUST CALL (1-844-548-2816)**

If You have a Mechanical Breakdown, You must follow this procedure:

- (1) Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your Vehicle and call for roadside assistance to have the Vehicle towed. Any operation of the Vehicle that results in further damage related to the original Mechanical Breakdown or Failure shall be considered negligence on Your part and any such further damage shall not be covered under this Contract.
- (2) Take Your Vehicle to the licensed repair facility of Your choice and have the repair facility contact Us at (1-844-548-2816) for instructions before ANY repairs are made.
- (3) The Administrator reserves the right to inspect Your Vehicle prior to issuing any authorization to the Repair Facility. In the event that the Administrator determines the Repair Facility is unable to perform a proper diagnosis or repair Your Vehicle, or there is a dispute between the Administrator and the Repair Facility, the Administrator reserves the right to move Your Vehicle to a repair facility of the Administrator's choice.

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- (4) Prior to proceeding with repairs, ensure the Repair Facility has been provided an authorization number for the covered repairs by the Administrator. Repairs performed without prior approval will not be honored (except for Emergency Repairs as described within).
- (5) Furnish Us or the repair facility with such reasonable information that We may require. This includes receipts for car rental charges, lodging, meals, and signed service receipts (indicating dates, mileage, and a description of Your Vehicle) as required by this Contract.
- (6) For simple repairs needed when the Administrator or Service Contract Provider is not available for prior authorization, please use the following procedure:

Emergency Repairs:

Refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions or wait period in effect that apply. For a simple repair (the total cost of the repair and/or replacement must not exceed three hundred and fifty dollars (\$350)), that is determined to be a Covered Part, authorize the repair facility to perform the repair, and call the Administrator or Service Contract Provider for instructions within five (5) business days, during normal business hours (Monday - Friday: 7 a.m. - 7 p.m. CT, Saturday 8 a.m. - 2 p.m. CT). On major repairs (any repair where the total cost of repair and/or replacement exceeds three hundred and fifty dollars (\$350)), determine the failure and repair costs and then contact the Administrator or Service Contract Provider on the next normal business day for an authorization before repairs are performed. (Utah Residents see “Special State Requirements and Disclosures” for additional clarifying language)

COVERED PARTS

Repairs on all assemblies and parts are Covered on Your Vehicle; including eligible Electric Vehicles (EV) and Hybrid Vehicles with the exception of the following list of WHAT IS NOT COVERED and the items listed under the Exclusions section:

Paint, carpet, bright metal, trim, sheet metal, bumpers, body panels, glass, physical damage, molding, upholstery, lenses, sealed beams, light bulbs, head lamps, tail lamps, high mount stop lamps, L.E.D. light assemblies, fuses, circuit breakers, remote control consoles, radar detection devices, weather-strips, all exhaust components, the following emission components: purge valve/solenoids, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, emission vapor sensors; gas cap/filler neck, catalytic converter, battery, battery cables/harness, spark plugs, spark plug wires, fan belts, accessory drive belts, flexible hoses, distributor cap and rotor, shock absorbers, manual/hydraulic clutch assembly, friction clutch disc and pressure plate, weather strips, trim, outside ornamentation, frame and structural body parts, vinyl and convertible tops, canvas top, any convertible top assemblies, fabric top, fiberglass top, hardware or linkages, tires, wheel/rims, wheel balances, safety restraint systems (including air bags), air and water leaks, wind noise, squeaks, rattles, all

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maintenance services including alignments, brake pads and shoes, brake rotors and drums, tune ups, coolants, lubricants; and hazardous waste fees.

EXCLUSIONS – What This Vehicle Service Contract Does Not Cover

All parts not specifically listed under Covered Parts are not covered under this Contract. Normal maintenance items/repairs such as engine tune-ups and wheel or suspension alignments are not covered. Adjustments/Alignments to Covered Parts are not covered. In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract for:

- Repairs and/or replacements of covered components that were performed without prior authorization from the Administrator, except for Emergency repairs completed within the provisions listed as stated in this Agreement.
- A Breakdown that is reasonably determined to have existed prior to the Contract purchase date or the date Coverage takes effect.
- A Breakdown if the information provided by You, or the Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate.
- A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
- A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by failure to replace seals and gaskets in a timely manner.
- A Breakdown caused by or for damages resulting from overheating regardless of cause.
- Repair or replacement of any parts not necessary to the completion of the repairs for a Covered Breakdown.
- A breakdown of a Covered Part damaged by a non-Covered Part, or of a non-Covered Part damaged by a Covered Part.
- In the event a non-Covered Part is required to be replaced due to the replacement of a Covered Part that has failed, and the non-Covered Part has not failed, the non-Covered Part is not covered under this Contract.
- A breakdown resulting from engine sludge, carbon, pre-ignition, detonation, varnish, rust or corrosion (This provision does not apply for residents of Minnesota), foreign objects, dirt, dust, liquid, cracked rubber/neoprene parts, dry rot, road chemicals, abuse or alteration.
- Any adjustments, repositioning, refitting, realigning, and/or cleaning, including but not limited to repairs necessary to correct: trim fit, squeaks, rattles, idle, water leaks or wind noise.
- A Breakdown caused by towing a trailer, another vehicle or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
- A gradual loss of performance which has resulted from normal operation and use (due to mileage and/or age) such as, but not limited to: valve guides, valves,

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piston rings, transmission clutch pack, discs and bands, unless worn beyond manufacturer tolerances. Fastening hardware (external nuts, bolts, springs, brackets etc.), exhaust system, injector cleaning, shop supplies, waste or disposal fees, any other miscellaneous shop charges.

- Modified vehicles are not eligible for coverage unless the modification(s) were recommended and approved by the manufacturer (Georgia residents see Special State Requirements).
- A Breakdown caused by off-roading, misuse, abuse, racing or any form of competition.
- Certain vehicles outlined on the Administrator's or Service Contract Provider's guidelines with the Seller are ineligible. This includes, but is not limited to: exotic vehicles, grey market vehicles, incomplete chassis, salvage or branded title vehicles, total loss vehicles, police, postal, taxi, and emergency vehicles, rental vehicles, tow vehicles, vehicles equipped with a snow plow, lifted vehicles, vehicles equipped with a flat bed, and vehicles greater than 1 ton. Salvage, Branded or Total Loss Vehicles as defined herein. Any Vehicle that has ever been issued a "salvage" or "branded" title or similar title under any state's law; or has ever been declared a "total loss" or equivalent by any insurer or financial institution, such as a payment for a claim in lieu of repairs because the cost of repairs exceeded the cash value of the Vehicle is specifically excluded from coverage under this Contract.
- Vehicles used for business, deliveries, construction, or commercial hauling (unless the Commercial Use Vehicle box has been marked and paid on the Registration Page).
- A Breakdown caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, other acts of nature, or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies.
- Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, storage charges, freight or other incidental or consequential damages or loss that results from a Breakdown.
- Any liability, cost or damages You incur or may incur to any third parties other than for Administrator or Service Contract Provider approved repair or replacement of Covered Parts which caused a Mechanical Breakdown.
- Any liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related to a Breakdown.
- Any cost covered by a repairer's or supplier's guarantee, or any cost which would be covered by a manufacturer's warranty, or that the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins, whether or not the manufacturer remains a viable entity.
- Any part not covered by, or excluded by the original Vehicle manufacturer's warranty, whether or not the manufacturer remains a viable entity.

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- A Breakdown not occurring in the United States or Canada.
- Any mechanical problems that existed prior to, or at the time of the purchase of this Contract, whether or not the failure would be otherwise covered by the Contract. (This does not apply for residents of Arizona and Georgia. See the “Special State Requirements and Disclosures” section.)

ROADSIDE COVERAGE – If You Require Roadside Assistance You Must Call (1-888-878-8307)

You will be protected by ROADSIDE ASSISTANCE for the full term of this Contract. Roadside benefits include: towing, flat tire changes (using Your inflated spare), jump starts, vehicle fluid delivery, lockout assistance, and Concierge Services (as defined in this contract). You are responsible for the cost of any vehicle fluids and key cutting/replacement. The maximum benefit is one hundred dollars (\$100) per incident. Roadside services administered by Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club, administrative offices at (7300 Corporate Center Drive, Suite 601, Miami, Florida 33126). (For Mississippi and Wisconsin Customers, services are provided by Brickell Financial Services-Motor Club, Inc. For California Customers, services are provided by Road America Motor Club, Inc. d/b/a Road America Motor Club.) All entities are collectively referred to as “Road America” throughout these terms and conditions. **For any Roadside Service You MUST call (1-888-878-8307) (toll-free)** if Your covered Vehicle is in need of a NON-ACCIDENT RELATED Emergency Roadside Service where failure is due to a defect in material or workmanship. Benefits are available 24 hours a day, 365 days a year and are provided on a “Sign & Drive” basis. **ONLY ROAD SERVICES PROVIDED THROUGH THIS 888 NUMBER WILL BE HONORED.**

ROAD AMERICA SAVINGS CONNECTION

Save up to 50% on hotel stays and receive savings for car rentals, theme parks, prescriptions, and much more using the Road America Savings connection website: **www.road-america.com/savings**. The activation code for first time users is 10999. If You have any issues logging on or using a discount code, call **(1-866-211-8615)**, and a friendly customer service agent will be happy to assist You.

CONCIERGE SERVICES

Road America specialized LifeStyle Services team will provide assistance in obtaining the following information or service assistance: (1.) event ticketing; (2.) travel assistance – including hotel referrals and reservations, restaurant referrals and reservations, and airline ticketing assistance and ground transportation coordination; (3.) ATM locator services; (4.) floral services; (5.) specialty gift buying services; and, (6.) directions services including weather notifications. There is a limit of up to three (3) assistance events for concierge services. **For assistance, please contact Our Customer Care Department at (1-888-878-8307) - Monday - Friday between 8:30 a.m. to 5:00 p.m.**

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ROAD HAZARD COVERAGE (TIRE ONLY) – If You have a Road Hazard, You Must Call (1-844-548-2816)

If you have a Road Hazard as defined below, You will be reimbursed the cost to repair or, if non-repairable, the cost to replace a damaged tire(s) on Your Vehicle if damage is caused by a Road Hazard on a public roadway. Road Hazard is defined as objects and road conditions such as potholes, rocks, wood debris metal parts, plastic or composite scraps or any item causing tire damage other than wear and tear and those conditions excluded below. Prior-notification of repair is required; You must call (1-844-548-2816) for a tracking number prior to any tire(s) repair or replacement.

For Tire Repair, You will be reimbursed up to twenty dollars (\$20) per occurrence for the full charges incurred for the repair.

For Tire Replacement, You will be reimbursed for a replacement tire(s) should the tire(s) become non-repairable due to impact breaks snags, punctures or other road hazards. You must have more than 3/32" tread depth remaining to be eligible for reimbursement. You will be reimbursed for up to one hundred dollars (\$100) for each tire replacement per occurrence, up to a maximum aggregate per Contract term of four hundred dollars (\$400).

Non covered expenses include:

- Tires that have 3/32" or less tread depth remaining.
- Repair or replacement covered by the manufacturer or other warranty or customer's primary insurance coverage.
- Replacement exceeding the manufacturer's vehicle specification, or when the manufacturer, by public announcement or recall, established its responsibilities to replacement for any manufacturer's defect.
- Damage caused by negligence, abuse, misuse, collision, manufacturer's defects, curb impact, valve or rim leaks, improper installation, dry rot in either sidewall or tread, tire chains, racing or off-road use, vandalism, malicious mischief, chain damage, fire or theft.
- Failure occurring from operating on any surface other than federal, state, county, city or municipality paved roads or highways.
- Vehicles used for shuttle, towing/wrecker service, dumping, lifting or hoisting, or off-road activity.
- Vehicles used for racing, rentals, dealer loaners, limousine, taxi, police car or other emergency vehicle.
- Vehicles registered and/or otherwise normally operated outside the continental United States of America, Alaska, Hawaii and Canada.
- Tire(s) and/or wheels that do not meet the manufacturers recommendations specific to Your Vehicle.
- Misuse occasioned from driving on tire(s) that are over inflated, under inflated or flat.
- Replacement of tire(s) without prior notification.

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

Prior notification is required before any tire repair or tire replacement can be made. For Tire coverage, YOU must call (1-844-548-2816) for a Tracking number. Within thirty (30) days of the covered incident, the following documentation must be mailed to the address listed below:

- A) Copy of this Service Contract
- B) Copy of tire repair invoice - (if applicable)
- C) Copy of the tire replacement invoice including:
 - 1) tread depth of the damaged tire
 - 2) detailed description and cause of tire damage
 - 3) any other information reasonably requested

Required documents must be mailed to: (P.O. Box 167667, Irving, TX 75016). The Administrator reserves the right to inspect all damaged tires.

HOW THIS CONTRACT MAY BE TRANSFERRED

This Contract is subject to transfer, reassignment or sale. It is Your responsibility to notify Us in the event this Contract has been transferred to a subsequent owner stating the name, address and telephone number of the purchaser.

This provision is only available if You are the original Contract purchaser. Your rights and duties under this Contract may only be assigned if You sell Your Vehicle directly to another individual (excluding dealer trade-ins) and We receive Your written notification, as noted above, within thirty (30) days from the date of sale to the subsequent owner and upon payment to Us of a seventy-five dollar (\$75) transfer fee, unless contrary to state law, insurance subrogation is waived by all parties (For Florida residents only, the transfer fee is forty dollars (\$40)). Contracts purchased on a payment plan must be paid in full or payment obligations assigned to new Vehicle owner prior to transfer. Confirmation of the transfer acceptance by Us is required before coverage for the new owner is effective.

The coverage provided by this Contract cannot be renewed. This Contract is only transferable once by the first retail purchaser to the subsequent owner identified on the transfer form and therefore is not transferable to any additional owners.

HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES

The cancellation refund amount will be calculated in accordance with the provisions stated in this Contract. Please review STATE REQUIREMENTS AND DISCLOSURES as a cancellation addendum may be provided. An addendum is not provided for all states.

We reserve the right to cancel this Contract and will not pay for a Mechanical Breakdown if:

- There is a material misrepresentation or fraud by You at the time of sale of this Contract.

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

- Your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date and You do not have it fixed and the mileage certified within thirty (30) days of the failure date. (This provision does not apply to Nevada or Utah residents. See Your state specific cancellation language.)
- Your Vehicle meets any of the conditions listed in the “Exclusions” section as outlined above. (This provision does not apply to Nevada residents. See Nevada specific cancellation language.)

Failure to make monthly payments in a timely manner may result in cancellation of this Contract and no refund will be due. If this Contract was financed or purchased on a payment plan (by a funding company) the Finance Company or Funding Company shall be entitled to any refunds resulting from cancellation of this Contract for repossession of Your Vehicle, total loss of Your Vehicle or failure to make monthly payments in a timely manner, or early cancellation prior to balance being paid in full.

You may cancel this Contract by providing written notice of Your intention to cancel, addressed to either the Seller or Us. The Seller is required to facilitate any refund due You. If You contact either the Seller or Us and provide written notice of cancellation within the first thirty (30) days after the Purchase Date, You are entitled to a full refund if You have not filed a claim against the Contract. If You contact the Seller or Us and provide written notice of cancellation more than thirty (30) days after the Purchase Date, We will keep a prorated amount of the Contract price based on the greater of days in force or miles driven compared to the total time and mileage of Your contract term, less claims paid, plus a cancellation fee, if applicable. Any refund shall be paid to the Finance Company on Your behalf, and the refund may be deducted from Your balance owed. Should You have any issues with receiving a prompt refund of any amount due or any request to provide any additional verification, please contact Us to expedite and ensure a prompt refund, if due, is provided

CANCELLATION FEE: The cancellation fee is seventy-five dollars (\$75). If You are a resident of **Alabama**, the cancellation fee is twenty-five dollars (\$25). If You are a resident of **Florida**, the cancellation fee is forty dollars (\$40). If You are a resident of **Arkansas, Idaho, Illinois, Louisiana, Missouri, Oklahoma or Texas** the cancellation fee is fifty dollars (\$50). There are no cancellation fees for residents of **District of Columbia, Georgia, and New Hampshire**.

EFG COMPANIES PRIVACY POLICY

To review the General Privacy Policy of EFG Companies please visit Our website at <http://www.efgcompanies.com/privacy> or contact Us at (1-800-527-1984).

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

ALABAMA

CANCELLATION: If the Vehicle Service Contract is cancelled within ten (10) days of Your purchase of this Contract (the initial period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above.

ARIZONA

CANCELLATION: This Contract cannot be cancelled or voided by EFG or its representatives for the following reasons including, but not limited to: (i) pre-existing conditions known by the EFG or the Vehicle dealer at the time the Contract was purchased; (ii) prior use or unlawful acts relating to the product; (iii) misrepresentation by either EFG and/or Seller; and (iv) ineligibility for the program, including grey market, high performance and GM diesel autos. Claims paid will not be deducted from Your cancellation refund amount.

ARKANSAS

CANCELLATION: Claims paid will not be deducted from Your cancellation refund amount.

CONNECTICUT

CANCELLATION: You have the right to cancel if Your Vehicle is returned, sold, lost, destroyed, or stolen.

ADDITIONAL DISCLOSURE: In home service is not provided. If the Service Contract is less than one year, the coverage will be automatically extended while the product is being repaired when the Service Contract expires. Under Regulations of Connecticut State Agencies § 42-260-3, We are required to make reasonable efforts with You to resolve disputes regarding this Agreement. If EFG and You cannot reach an agreement, You may file a written complaint with the State of Connecticut Insurance Department, (P.O. Box 816, Hartford, CT 06142-0816), Attn: Consumer Affairs.

DISTRICT OF COLUMBIA

CANCELLATION: If We cancel this Contract after the first sixty (60) days, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date.

FLORIDA

CANCELLATION: If this Contract is cancelled by Us, the return of premium must not be less than one hundred percent (100%) of the paid unearned pro-rata premium. The lien holder will be named on the refund check when financing has been provided for the Service Contract premium. You may cancel this Contract by surrendering a copy of this Contract with written notice to Us. In the event this Contract is canceled by You during the first sixty (60) days from the Effective Date, the entire premium will be refunded and less an acquisition charge up to five percent (5%) of the gross premium paid. If cancellation is requested after the first sixty (60) days, refund will be based upon the lesser of months or mileage remaining, relative to the original agreement, and calculated

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on a pro rata basis. Return of premium will not be less than ninety percent (90%) of the paid unearned pro rata premium.

ADDITIONAL DISCLOSURE: The rate charged for the service agreement is not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA

CANCELLATION: Cancellation shall be in accordance with O.C.G.A. 33-24-44. We may only cancel this Contract for fraud or material misrepresentation or for non-payment. Notice of cancellation will be ten (10) days for non-payment and thirty-one (31) days for other reasons. The lien holder may only cancel Your Contract for repossession of Your Vehicle or if there is a total loss of Your Vehicle. Claims paid will not be deducted from Your cancellation refund amount.

ADDITIONAL DISCLOSURES: The third (3rd) bullet point in the EXCLUSIONS section is modified to the following: A Breakdown if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate. Additional Exclusions include (1) A Breakdown caused by or involving modifications to Your Vehicle made by You or with Your knowledge that are not performed or recommended by the manufacturer, and (2) Any pre-existing condition known to You. The term "sludge" is replaced with "gelled or solidified motor oil". The Arbitration provisions stated under the "Other Important Contract Provisions" section of this Contract does not apply to Georgia residents. This vehicle service contract will be governed under the laws of the State of Georgia.

IDAHO

CANCELLATION: Claims paid will not be deducted from Your cancellation refund amount.

ADDITIONAL DISCLOSURES: Coverage afforded under this Vehicle Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

CANCELLATION: In the event this Contract is cancelled by You or Us after the initial period, or if a claim has been paid under this Contract, We will refund a pro-rated amount of the Contract price less any claims paid and less the cancellation fee, if applicable. If You elect to cancel this Contract, the Service Contract Provider may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Service Contract Price or fifty dollars (\$50).

ADDITIONAL DISCLOSURES: In the event covered service is not provided by the Service Contract Provider within sixty (60) days of proof of loss by the Service Contract Holder, the Service Contract Holder may file directly with the Service Contract reimbursement insurance company.

INDIANA

ADDITIONAL DISCLOSURES: Your proof of payment to Us for this Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. This Contract excludes coverage for any pre-existing condition known to You. The Arbitration language found in the Other important Contract Provisions section of this contract does not apply. Arbitration will be held in accordance with Indiana

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

Code 34-57-1. This service contract is not insurance and is not subject to Indiana insurance law.

IOWA

ADDITIONAL DISCLOSURES: This Contract is subject to rules administered by the Iowa Insurance Division at (1-515-281-5705). Written inquiries or complaints should be mailed to the following address: (330 E. Maple Street, Des Moines, IA 50319). If You make a direct claim against the insurance company include a copy of Your Contract and Your paid repair order.

LOUISIANA

CANCELLATION: In calculating any refund, no deduction will be made for any claims that have been paid under the Contract.

MARYLAND

ADDITIONAL DISCLOSURES: In the event a covered service is not provided by Us within sixty (60) days of proof of loss by the Service Contract Holder, the Service Contract Holder may file directly with the Service Contract reimbursement insurance company.

MINNESOTA

CANCELLATION: We may only cancel this Contract if there is material misrepresentation or fraud only if such misrepresentation or fraud occurs in the submission of a claim. A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the provider.

ADDITIONAL DISCLOSURES: (1) If the used Motor Vehicle has less than thirty-six thousand (36,000) miles, the warranty must remain in effect for at least sixty (60) days or two thousand, five hundred (2,500) miles whichever comes first. (2) If the used Motor Vehicle has thirty-six thousand (36,000) miles or more but less than seventy-five thousand (75,000) miles, the warranty must remain in effect for at least thirty (30) days or one thousand (1,000) miles, whichever comes first. All coverage provided for Your Vehicle under this Motor Vehicle Service Contract shall exclude coverage currently in force under any express warranty providing the same coverage Vehicle as outlined above.

MISSISSIPPI

CANCELLATION: A cancellation of coverage is not effective unless notice is mailed or delivered to the Contract Holder not less than thirty (30) days prior to the effective date of such cancellation. A cancellation of coverage for non-payment is not effective unless notice is mailed or delivered to the Contract Holder not less than ten (10) days prior to the effective date of such cancellation.

ADDITIONAL DISCLOSURES: For claims authorization and approvals call (1-844-548-2816), during normal business hours. If the Administrator's offices are closed, and a covered emergency repair must be performed, then have the repair facility contact (1-844-548-2816) and leave a voice mail message on the claims line. After repairs are complete, forward all appropriate paperwork to Enterprise Financial Group, Inc. (EFG), (P.O. Box 167667, Irving, TX 75016, 1-844-548-2816), www.efgcompanies.com for reimbursement. If any repairs are completed during normal business hours, authorization

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

must be given prior to repairs being performed. The Arbitration provisions stated under the "Other Important Contract Provisions" section of this Contract does not apply to Mississippi residents. This contract is not provided or supported by a manufacturer or distributor.

MISSOURI

CANCELLATION: A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days for return of the Contract to the Provider.

ADDITIONAL DISCLOSURES: In the event that this Contract is not financed, any refund issued as a result of cancellation of this Contract should be sent to You directly. The provider of the Service Contract shall mail a written notice to the Contract Holder within fifteen (15) days of the date of termination.

NEBRASKA

ADDITIONAL DISCLOSURES: The obligations of the Obligor to You are guaranteed under a reimbursement insurance policy issued by American Bankers Insurance Company. Upon failure of the Obligor to pay any claim after proof of loss has been filed with the Obligor, You shall be entitled to make a direct claim against the following insurer: American Bankers Insurance Company of Florida, (11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694).

Nebraska residents are not required to resolve disputes by way of Arbitration. However, if You elect resolution by way of arbitration, arbitration will be in accordance with the provisions outlined in the "OTHER IMPORTANT CONTRACT PROVISIONS" section of this Contract.

NEVADA

CANCELLATION: Cancellations will be administered in accordance with NAC 690C.120. If We cancel this Contract, the cancellation does not become effective until at least fifteen (15) days after the notice of cancellation is mailed to the Contract Holder. We will refund the purchase price of the Contract within forty-five (45) days after the Contract has been returned to Us. A ten percent (10%) penalty will be added to Your refund for each thirty (30) day period that the refund remains unpaid. No cancellation fee will be charged to the Contract Holder if this Contract is cancelled by Us. Should Your Contract be cancelled due to lack of payment in a timely manner then Your Contract will be cancelled and a refund will be issued in accordance with NAC 690C.120(1). Claims paid will not be deducted from Your cancellation refund amount.

ADDITIONAL DISCLOSURES: This Contract is non-renewable. Nevada law shall govern the provisions of this Contract. If this Contract is issued in Nevada, only Nevada law, and not the laws of any other state, may govern its substantive provisions.

NEW HAMPSHIRE

ADDITIONAL DISCLOSURES: Your benefits and the Seller's obligation to perform under this Contract are insured by an insurance policy with American Bankers Insurance Company of Florida, (11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694). If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, then You may make a direct claim against American Bankers Insurance Company of Florida. In the event that You do not receive satisfaction

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under this Contract, You may contact the New Hampshire Insurance Department, (21 South Fruit Street, Suite 14, Concord, NH 03301, 1-603-271-2261). The Arbitration provisions stated under the "Other Important Contract Provisions" section of this Contract does not apply to New Hampshire residents.

NEW JERSEY

ADDITIONAL DISCLOSURES: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the provider.

NEW YORK

CANCELLATION: If the Vehicle Service Contract is cancelled within ten (10) days of Your purchase of this Contract (the initial period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above. A ten (10%) percent penalty per month shall be added to a refund that is not made within thirty (30) days of return of the Contract to the Issuing Seller.

NORTH CAROLINA

CANCELLATION: The Consumer can cancel at any time after purchase and receive a pro-rata refund less a reasonable administrative fee, not to exceed ten percent (10%) of the amount of the pro-rata refund.

OKLAHOMA

CANCELLATION: The following statement replaces the refund language in the Contract cancellation section: The following cancellation language applies after the "Waiting Period" is complete: You are entitled to a full refund in the event You cancel the Contract within the first thirty (30) days and no claims have been authorized or paid. In the event the Contract is cancelled by You after the first thirty (30) days or a claim has been made within the first thirty (30) days, return of premium shall be based upon one hundred (100%) of the unearned pro-rata premium in addition to any claims paid by the Contract. We may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50). In the event the Contract is cancelled by Us, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium.

ADDITIONAL DISCLOSURES: This is not an Insurance Contract. This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Roadside services are administered by Brickell Financial Services - Motor Club, Inc. d/b/a Road America Motor Club, administrative offices at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126.

The Arbitration Provision section of this Contract is amended to include the following: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court.

OREGON

ADDITIONAL DISCLOSURE: Subject to ORS 36.600-36.740, If claim settlement cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the insured person. Arbitration takes place under the laws of the State of Oregon and is held in the insured's county or any other county in this state agreed to by both parties.

SOUTH CAROLINA

CANCELLATION: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Provider. If You cancel after the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above less any claims paid.

ADDITIONAL DISCLOSURES: In the event covered service is not provided by the Service Contract Provider within sixty (60) days of proof of loss by the Service Contract Holder, the Contract Holder is entitled to apply directly to the reimbursement insurance company. Should You have a disputed claim, You may contact the South Carolina Department of Insurance, Capitol Center, (1201 Main Street, Ste. 1000. Columbia, South Carolina 29201 or 1-800-768-3467).

TEXAS

CANCELLATION: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us.

ADDITIONAL DISCLOSURES: Unresolved complaints may be directed to the Texas Department of Licensing and Regulation, (P. O. Box 12157, Austin, TX 78711, 512-463-2906 or 1-800-803-9202).

UTAH

CANCELLATION: This Contract may only be cancelled by Us on grounds of (1) material misrepresentation and (2) substantial breaches of contractual duties, conditions, or warranties. In general, if We cancel this Contract, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if We cancel this Contract within the first sixty (60) days after the Contract purchase date or if We cancel this Contract because You have defaulted in Your obligation to repay the amount financed by the lien holder, We will mail to You written notice of cancellation at least ten (10) days before the cancellation date.

ADDITIONAL DISCLOSURES: Failure to give any notice or file any proof of loss required by the Contract within the time specified in the Contract does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. Coverage afforded under this Vehicle Service Contract is not guaranteed by the Property and Casualty Guarantee Association. Obligations of the Provider under this Service Contract are guaranteed under a Service

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

Contract reimbursement insurance policy. Should the Provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed; the Contract Holder is entitled to make a claim directly against the Insurance Company. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Utah residents have the option of purchasing this Vehicle Service Contract by paying in full at the time of purchase, financing the cost with the Vehicle, or utilizing an outside financing source. Roadside services are administered by Brickell Financial Services - Motor Club, Inc. d/b/a Road America Motor Club, administrative offices at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126.

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 judgement in any court of proper jurisdiction.

Emergency Repairs: For repairs needed when the Administrator is not available for prior approval, You must refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions that apply, authorize the repair facility to perform the repair, and call the Administrator for instructions as soon as reasonably possible at which point the claim will be reviewed for benefits per the terms of the Contract.

VERMONT

CANCELLATION: We may only cancel this Contract for fraud or material misrepresentation affecting the Service Contract or the presentation of a claim there under, or violation of any of the terms or conditions of the Service Contract. If the Vehicle Service Contract is cancelled within thirty (30) days of Your purchase of this Contract (the initial period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above. If We cancel this Contract, We will give You a written forty-five (45) day notice by certified mail, of cancellation fifteen (15) day notice for non-payment of premium, along with the reason.

WISCONSIN

ADDITIONAL DISCLOSURES: This Contract contains the complete agreement between the parties and should be signed on the Registration Page by both the Customer and an Authorized Representative of the Issuing Seller. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

In the event of a total loss of property covered by this Contract that is not covered by a replacement of the property pursuant to the terms of this Contract, You shall be entitled to cancel this Contract and received a pro rata of any unearned provider fee, less any claims paid. Proof of loss must be provided as soon as reasonably possible. Failure to furnish proof of loss within such time does not invalidate or reduce Your claim if You can

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demonstrate that it was not reasonably possible to file the documents within such time period. We have the right to subrogation collection, but only after You have been made whole and You are fully compensated for damages.

The Arbitration provisions stated under the “Other Important Contract Provisions” section of this Contract does not apply to Wisconsin residents.

We may only cancel this Contract for nonpayment of the provider fee, material misrepresentation by You to the provider or administrator, or substantial breach of duties by You relating to the Vehicle or its use. We will mail a written notice to You at the last-known address that We have on record at least five (5) days prior to cancellation by Us. The written notice will state the effective date of the cancellation and the reason for the cancellation. If We cancel this Contract for a reason other than non-payment of the provider fee, We will refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. A reasonable administrative fee not to exceed ten percent (10%) of the provider fee will apply. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Provider.

You can also contact the Office of the Commissioner of Insurance, a state agency which enforces Wisconsin’s Insurance laws, and file a complaint at the Office of the Commissioner of Insurance, Complaints Department, (P.O. Box 7873, Madison, WI 53707-7873, 1-800-236-8517 or 1-608-266-0103).

WYOMING

CANCELLATION: You may return the Service Contract within twenty (20) days of the date the Service Contract was mailed to You. Upon return of the Service Contract to Us within the applicable time period, if no claim has been made under the Service Contract prior to its return to Us, the Service Contract is void and We shall refund You, or the lien holder, with the full purchase price of the Service Contract. The right to void the Service Contract is not transferable and shall apply only to the original Service Contract purchaser, and only if no claim has been made prior to its return to Us. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us. We will mail a written notice to You at Your last known address at least ten (10) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by You to Us or a substantial breach of duties by You relating to the covered product or its use. The notice will state the effective date of the cancellation and the reason for the cancellation.

ADDITIONAL DISCLOSURES: The Arbitration provisions outlined in the “Other Important Contract Provisions” section does not apply to Wyoming residents.

Prior to any service You must contact EFG at (1-844-548-2816) for instructions before ANY repairs are started on Your Vehicle.

Payment Plan Agreement

Buyer		Seller		Dealer #: 91963	
Name: Timothy Ruplin		Name: AMERICAN AUTO REPAIR COVERAGE			
Address: 9 Seneca Ct		Address 1600 Heritage Landing, Suite 202			
City, State, Zip: Port Jefferson Stati, NY 11776-448		City, State, Zip: Saint Charles, MO 63303			
Phone: 631-474-2318		Phone: 855-897-2272			
E-Mail:		Salesperson: Glen A Jones		Email:	

Vehicle Information		Contract Effective Date: 06/04/2017			
Make: MERCEDES BENZ	Model: C63 AMG	Year: 2012	Odometer: 24,239		
VIN: WDDGF7HB8CA653532		Coverage Term: (in months) 60	Coverage Mileage: (in Miles) 100,000		

You, the Buyer, may buy the Vehicle Service Contract for the cash price shown in the Itemization or according to the terms of this Payment Plan Agreement ("Agreement"). By signing this Agreement, you choose to buy the Vehicle Service Contract from the Seller according to this Agreement. The Vehicle Service Contract is issued by Enterprise Financial Group Inc

("Administrator"). The Vehicle Service Contract number is provided at the top of this Agreement. You and we agree to be bound by the terms of the Agreement. "We," "us" and "our" refer to the Seller shown above, and, upon assignment of this Agreement, to PayLink Payment Plans, LLC dba PayLink Direct ("Paylink Direct"). The Important Disclosures below are part of this Agreement.

Excepted as checked, you have purchased the Vehicle Service Contract primarily for personal, family or household use.

- Agricultural Business

Itemization of Payment Plan Amount:		
(a)	CASH PRICE <i>(before taxes)</i>	\$ 4083.00
(b)	TAXES on SALE	\$ 0.00
(c)	TOTAL CASH PRICE <i>(a + b)</i>	\$ 4083.00
(d)	DOWN PAYMENT	\$ 205.00
(e)	AMOUNT FINANCED <i>(c - d)</i>	\$ 3878.00

IMPORTANT DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 0.00%	FINANCE CHARGE The dollar amount the credit will cost you. \$ 0.00	Amount Financed The amount of credit provided to you or on your behalf. \$ <u>3878.00</u>	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ <u>3878.00</u>	Total Sale Price The total cost of your purchase on credit including your down payment of \$ <u>205.00</u> \$ <u>4083.00</u>
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Payment Schedule

Number of Payments	Amount of Each Payment	When Payments Are Due
20	\$ 193.90	Monthly beginning 06/05

Security Interest: You give us a security interest in any refund due upon cancellation of the Vehicle Service Contract.

Late Charge: Except as provided below, if you do not make your full payment within 5 days of its scheduled due date, you will pay a late charge of the lesser of \$20 or 5% on the part of the payment that is late. If you live in Arizona, California, Colorado, the District of Columbia, Florida, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, New York, Oklahoma, South Carolina, Virginia, West Virginia, Wisconsin or Wyoming, your late charge will be the lesser of \$10 or 5% of the part of the payment that is late if you do not make your payment within 10 days of its scheduled due date. If you live in Maine, Massachusetts, or Mississippi, your late charge will be the lesser of \$5 or 5% of the part of the payment that is late if you do not make your payment within 15 days of its scheduled due date. If you live in North Carolina, your late charge will be the lesser of \$6 or 5% of the part of the payment that is late if you do not make your payment within 10 days of its scheduled due date.

Prepayment: If you pay off your payment plan early, you will not have to pay a penalty.

Please read this Agreement for additional information on security interests, non-payment, default, and our right to require repayment in full before the scheduled maturity date.

PAYMENT OPTIONS: You have paid Seller the Down Payment in the amount set forth above. You will make your remaining payments as scheduled and disclosed in the Important Disclosures to the Seller, or upon assignment, PayLink Direct, using the payment option below.

Payment Processing Center: PayLink Direct 150 N. Wacker, Suite 2700 Chicago, IL 60606
 ph. 800.839.7940 | fx.312.261.4888 | www.paylinkdirect.com

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON MORE THAN ONE PAGE.

AUTHORIZATION FOR CREDIT OR DEBIT CARD PAYMENT

You authorize us to make the applicable number of consecutive monthly charges to your credit/debit card account listed below, in the amount and on the dates specified in the Important Disclosures above (plus late charges and returned payment charges, if any). This authority will remain in effect until the Payment Plan Amount is paid in full, together with applicable charges if any, or until we receive written notification of termination from you in time to allow reasonable opportunity to act on such notification. You agree to notify us in writing of any changes in your account information or termination of this authorization at least 15 days prior to the next payment date. If you change your credit/debit card account, this authorization remains effective for your new account.

Card Number: _____ *******7021** _____ **Expiration Date:** _____ **12/19** _____

NOTICE TO BUYER: (1) Do not sign this Agreement before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of this Agreement. (3) You have the right to cancel the Vehicle Service Contract at any time and make no further payments. (4) You have the right to pay in advance the full amount due without penalty. (5) Keep this Agreement to protect your legal rights.

BY SIGNING BELOW OR BY MAKING YOUR FIRST PAYMENT AFTER YOU HAVE RECEIVED A MAILED OR ELECTRONIC COPY OF THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISION BELOW, AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

BUYER		SELLER	
X <i>PER PHONE</i>	05/05/2017	By: X <i>DAVID FRIEDRICHS</i>	05/05/2017
Signature	Date	Signature	Date

In accordance with the terms and conditions of the agreement between Seller and Paylink Direct, Seller hereby assigns its right, title, and interest in this Agreement to PayLink Direct, at 150 N. Wacker, Suite 2700 Chicago, IL 60606

ADDITIONAL TERMS AND CONDITIONS

PROMISE TO PAY. You agree to pay us the Payment Plan Amount according to the terms of this Agreement.

LATE CHARGE AND RETURNED PAYMENT CHARGES. You agree to pay the late payment charges specified in the Important Disclosures. The applicable late charge is based upon your state of residence at the time you sign or ratify this Agreement.

Except as provided below, if any payment you make is returned unpaid for any reason, after we make any demand applicable law requires and wait the time applicable law requires, you agree to pay us a returned payment charge of \$25. If you live in **Arizona or Massachusetts**, you agree to pay a returned payment charge of \$10. If you live in **California or Wisconsin**, you agree to pay a returned payment charge of \$15. If you live in **Connecticut, Idaho, New York or Utah**, you agree to pay a returned

Payment Processing Center: PayLink Direct 150 N. Wacker, Suite 2700 Chicago, IL 60606
ph. 800.839.7940 | fx.312.261.4888 | www.paylinkdirect.com

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON MORE THAN ONE PAGE.

payment charge of \$20. If you live in the **District of Columbia, Iowa or Wyoming**, you will not pay returned payment charges. If you live in **Maine, Virginia, or Vermont**, you will be liable for returned payment charges as prescribed by a court if we take action against you.

All late charges, returned payment charges, or other fees you incur must be paid in the next monthly payment and in accordance with the payment option you select and/or in effect at the time of the next monthly payment.

CANCELLATION AND ASSIGNMENT OF RIGHTS. You have the right to cancel the Vehicle Service Contract at any time in accordance with the terms of the Vehicle Service Contract. If you exercise the right to cancel the Vehicle Service Contract before making all payments, you agree to send written notice of the cancellation to the Administrator and us. You authorize us to direct the Administrator/Seller to cancel the Vehicle Service Contract if we do not receive any payment within 10 days of the scheduled payment date, as applicable law allows.

You hereby grant us a security interest in and assign to us your right to receive refunds pursuant to the Vehicle Service Contract. If the Vehicle Service Contract is cancelled before you have paid the full Payment Plan Amount and any other fees or charges due to us under this Agreement, any refund due to you after proceeds are applied to your outstanding obligations under this Agreement (the "Buyer Refund") will be paid to you. The Buyer Refund is calculated in the manner described in the Vehicle Service Contract but based on amounts actually paid by you rather than the Total Sales Price of the Vehicle Service Contract. If you are entitled to a Buyer Refund, you will receive the refund from the Seller or the Administrator of the Vehicle Service Contract. No assignee of the Seller shall have a contractual or other responsibility under this Agreement or the Vehicle Service Contract to pay or calculate such refund, or for the performance of any other services required by the Vehicle Service Contract.

PAYMENTS AFTER CANCELLATION. Any payment you make after we receive a notice of cancellation will not constitute a reinstatement of the Vehicle Service Contract but will be applied to your outstanding obligations under this Agreement. Neither the acceptance nor the application of any payment will constitute the reinstatement of Vehicle Service Contract or constitute a waiver of any default hereunder.

DEFAULT. If you fail to make any payment when due or, subject to the requirement in this section, fail to comply with any other provision in this Agreement (default), after notice and any right to cure required by applicable law, we have the right to cancel the Vehicle Service Contract and take any action permitted by law to collect what you owe. Upon cancellation, you agree that we may collect and receive any refunds or proceeds with respect to the Vehicle Service Contract. We will apply those refunds and proceeds to your outstanding obligations under this Agreement. If there is a surplus in excess of \$1.00, you are entitled to the surplus. Except where prohibited by applicable law, you hereby release and discharge us from any liability for damages with respect to cancellation of the Vehicle Service Contract due to default and you shall indemnify and hold us harmless from any liabilities, claims, damages or causes of action for any action taken as a result of your default under this Agreement. Our failure to require strict performance of any provision in this Agreement or to exercise any of our rights under this Agreement will not waive or relinquish any future right under this Agreement.

**If required by applicable law, we will only consider the failure to comply with other provisions of this Agreement an event of default if our prospect of payment, performance, or realization of collateral is significantly impaired. Where required, we bear the burden of establishing significant impairment.

POWER OF ATTORNEY. In the event you default under the terms of this Agreement, and if allowed by applicable law, you hereby irrevocably appoint us as your true and lawful attorney-in-fact with respect to the Vehicle Service Contract until all amounts payable hereunder are paid in full. If allowed by applicable law, you agree that we will have full power under this power of attorney to (i) cancel or reinstate the Vehicle Service Contract, (ii) endorse or execute, in your name, all checks issued and all other documents or instruments relating to the Vehicle Service Contract, (iii) receive, demand, collect or sue for any amounts relating to the Vehicle Service Contract due and owing to us by the Administrator, insurer, Seller, or other obligor and (iv) take such other actions as are necessary to further the purposes of this Agreement.

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ph. 800.839.7940 | fx.312.261.4888 | www.paylinkdirect.com

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON MORE THAN ONE PAGE.

ACCEPTANCE, RATIFICATION, ACCURACY. This Agreement shall be effective when signed by you and us, or where applicable, upon the first of the following events to occur after we mail you a copy of the Agreement (1) you sign and transmit to us a copy of the signed Agreement, in wet ink or electronically, or (2) you make your first payment. Either signature or payment according to the terms of the Agreement ratifies and makes effective your and our obligations under the Agreement. You may not modify the preprinted terms of this Agreement.

SERVICING AND COLLECTION CONTACTS. By providing your wireless (cell) telephone number, you expressly consent to receiving telephone calls from us, and any assignee of this Agreement, concerning your Agreement, including calls to collect what you owe. Live calls may be made by one of our employees. Calls may also be made by a prerecorded, autodialed voice or text message as applicable law allows. Your consent covers *all* types of calls. We do not charge you for such calls. Your wireless carrier will charge you for our incoming calls and text messages according to your plan.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between you and us. It supersedes any other written or oral agreement between the parties, and, except as otherwise set forth herein, may be modified only in writing signed by us. No oral changes to the terms of this Agreement are binding on you or us.

REMEDIES, GOVERNING LAW, WAIVERS. This Agreement is governed and construed in accordance with federal law and the laws of the state of your residence as provided on the first page of this Agreement. Each provision in this Agreement will be interpreted so as to be effective and valid under applicable law. This Agreement includes an arbitration provision. By signing or ratifying this Agreement, you agree to be bound by the terms of the arbitration provision.

MISCELLANEOUS. The content and format of this Agreement has been adopted to provide you with important information in a clear and familiar form and its use does not imply that any particular federal or state law relating to lending or installment sales applies to this Agreement or transactions it contemplates. You expressly acknowledge and understand that the purchase of a Vehicle Service Contract is not required either to purchase or obtain financing for a vehicle. Time is of the essence in this Agreement.

For purchases primarily for personal, family or household use, the following disclosures applies.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ARBITRATION PROVISION. This Arbitration Provision significantly affects your rights in any dispute with us. Please read this Arbitration Provision carefully before you sign or ratify the Agreement.

EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT. IF A DISPUTE IS ARBITRATED, YOU AND WE WILL EACH GIVE UP CERTAIN RIGHTS THAT MAY BE AVAILABLE IN COURT, INCLUDING OUR RIGHT TO A TRIAL BY JURY. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the arbitrability of any issue), between you and us or our employees, agents, successors or assigns, which arises out of or relates in any manner to this Agreement or any resulting relationship (including any such relationship with third parties who do not sign this Agreement, such as an assignee of the Agreement) shall, at your or our election (or the election of any such third party), be resolved by neutral, binding arbitration and not by a court action. Any claim

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or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. This is called the “class action waiver.”

You may choose the applicable rules of either the American Arbitration Association (“AAA”) or another arbitration organization, subject to our approval. You may obtain a copy of the rules of the AAA by visiting its web site (www.adr.org). We waive the right to require you to arbitrate an individual claim if the amount you seek to recover qualifies as a small claim under applicable law.

This Arbitration Provision relates to an agreement that evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).

The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules of the chosen arbitration organization. The arbitrator shall apply substantive governing law and the applicable statute of limitations. The arbitration award shall be in writing. The arbitration hearing shall be conducted in the federal district in which you live, or such other place convenient to you as required by the rules of the chosen arbitration organization. If you demand arbitration first, you will pay the filing fee if the chosen arbitration organization requires it. We will advance and/or pay any other fees and costs required by the rules of the chosen arbitration organization.

The arbitrator’s award shall be final and binding on all parties. There shall be a limited right to appeal to the extent allowed by the Federal Arbitration Act. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous.

If any part of this Arbitration Provision other than the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder shall be enforceable. If the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Provision shall be unenforceable. This Arbitration Provision shall survive the termination of any contractual agreement between you and us, whether by default or repayment in full.

STATE LAW DISCLOSURES:

OHIO. If you reside in Ohio, the following disclosures applies: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

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AMERICAN AUTO REPAIR COVERAGE
1600 Heritage Landing, Suite 202
Saint Charles, MO 63303

TIMOTHY RUPLIN
9 SENECA CT
PORT JEFFERSON STATI NY 11776-4485