



# JupiterBike WARRANTY

## INCLUDED WITH YOUR PURCHASE:



**YOU BREAK IT,  
WE'LL REPLACE IT!**

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Get covered for **2 years**

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### **Accidental Damage Coverage**

Damaged your Jupiter Bike by accident? You're covered with up to two bike replacements. Does not cover lost bikes.

### **Rapid Bike Repair**

Need your bike fixed fast? Receive a replacement parts wherever you are.

### **Premium Customer Support**

Direct access to Jupiter Bike's expert assistance service via priority phone and email for any Jupiter Bike issues.

### **Warranty**

Extend your Jupiter Bike's warranty to a full two years.

With JupiterBike Care you will receive unprecedented damage coverage, replacement parts and priority support. Jupiter Care must be added within 45 days of your bike purchase. Proof of purchase is required for activation.

*See Terms + Conditions on following pages for full details.*

Jupiter Care Warranty on a Refurbished Bike is only 1-year and 90 days on Lithium Battery. See Sales Associate for details.



**CatawbaIslandCarts.com || 419.573.6225**  
111 SE Catawba Road, Port Clinton, OH 43452



# Extended Warranty Terms + Conditions

These contract terms and conditions (the "Contract") govern the Program, so You should keep this Contract for future reference. If this Contract is purchased via telephone, internet or by other electronic means, this Contract is deemed to have been purchased in the state identified in the shipping address at the time you purchase the Contract ("Original Shipping Address").

PLEASE READ THIS CONTRACT CAREFULLY AND COMPLETELY, AS IT AFFECTS YOUR RIGHTS. THIS CONTRACT CONTAINS AN ARBITRATION AGREEMENT THAT REQUIRES, IN MOST STATES, THE RESOLUTION OF ANY DISPUTES WITH US BY ARBITRATION RATHER THAN BY COURTS; PLEASE SEE THE PARAGRAPH ENTITLED "ARBITRATION AGREEMENT" BELOW. THIS CONTRACT ALSO CONTAINS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU; PLEASE SEE THE PARAGRAPH ENTITLED "LIMITATION OF LIABILITY" BELOW.

**Agreement.** You agree to all the provisions of this Contract when You purchase coverage under the Program. If You provide Us Your e-mail address, We may, at Our discretion, deliver to you via electronic means any notice provided for in this Contract. Your participation in the Program is optional and You may cancel the Program at any time; for more information, please refer to the section entitled "Cancellation" below.

## 1. Definitions

- "Activation" or "Activated" means the registration of Your Covered Equipment with Us using the activation code we send you following your purchase of a Contract. To complete Activation, You must provide certain information that We request from you, such as the serial number of the Covered Equipment and information from your Receipt. Once Activation is complete, Your Covered Equipment will be covered under the Program beginning on the Effective Date.
- "Covered Equipment" means the Eligible Equipment which is registered with us upon Activation of the Contract, as designated on Page 1 of this Contract.
- "Eligible Equipment" means only new Jupiter Bikes that are purchased within sixty (60) days of Contract purchase.
- "Manufacturing Defect" means a manufacturing defect in the Covered Equipment that is covered by the Jupiter Bike warranty. For more information on the Jupiter Bike warranty, please visit [www.jupiterbike.com/warranty](http://www.jupiterbike.com/warranty).
- "Accidental Damage from Handling" means an operational, mechanical, or structural failure that is the result of an unexpected and unintentional external event (e.g., drops and liquid contact) that arises from Your normal daily usage of the Covered Equipment as intended for such Covered Equipment.
- "Replacement Equipment" means the equipment which We provide to You in the event of a covered Manufacturing Defect or Accidental Damage from Handling of the Covered Equipment which:
  1. Is of like kind and quality to the Covered Equipment;
  2. Is either new or refurbished, and may contain original or non-original parts; and
  3. May be a different model or color than the Covered Equipment.
- "User Replaceable Components" means certain components of the Covered Equipment that can be replaced by You without returning the Covered Equipment to Us. User Replaceable Components are considered Covered Equipment.
- "Effective Date" is the date of purchase of the Covered Equipment as identified on Your Receipt.
- The "Program" means the services that We provide to You as described in this Contract.
- "Receipt" means your receipt for the transaction in which you purchased the Covered Equipment which identifies, at a minimum, the date of purchase and the type of Covered Equipment.
- "We", "Us", and "Our" means Jupiter Bike. You can write to Us at 5600 Airport Blvd, Ste C, Tampa, Florida, 33634, or use our Contact Us Form.
- "You" and "Your" means the person who purchased this Contract, or any subsequent owner of the Covered Equipment to whom this Contract is properly transferred pursuant to this Contract

## 2. What is Covered?

If a Manufacturing Defect or Accidental Damage from Handling of the Covered Equipment occurs during the Contract Period, We will replace it with Replacement Equipment. If the failure is caused by Accidental Damage from Handling, a Claim Service Fee as set forth on Attachment "A" will be assessed upon replacement of the Covered Equipment. Once shipped, the Replacement Equipment immediately becomes the Covered Equipment for the remainder of the Contract Period.

## 3. Contract Period

Following Activation, Your coverage under this Contract begins on the Effective Date and continues for a period of two (2) years.

## 4. Charges

If We do not receive full payment of amounts that You owe on the due dates described in this Contract, a late payment fee of 1.5% per month or the highest amount allowed by law, whichever is less, may be charged.

## 5. Accidental Damage From Handling - Specific Provisions

- Claim Service Fee In the event that We replace the Covered Equipment due to Accidental Damage from Handling, you will be charged a non-refundable claim service fee for the product this Contract was purchased to cover as detailed at the bottom of this in Attachment A ("Claim Service Fee").
- Limits A maximum of two (2) replacements of Covered Equipment due to Accidental Damage from Handling will be allowed during the Contract Period. This limitation on maximum replacements applies only to Accidental Damage Handling and will not affect Your coverage under this Contract for Manufacturing Defects or Your ability to obtain Jupiter Bike Care Premium Support for the remaining Contract Period.

## 6. What is not Covered?

- **The Program does not cover:**
  1. Incidental or consequential damages;
  2. Issues covered under the Jupiter Bike manufacturer's warranty while such warranty is in effect;
  3. Loss, theft, abuse, misuse, improper installation, or customer negligence;
  4. Normal wear and tear;
  5. Cosmetic damage to the Covered Equipment, including but not limited to scratches and dents that do not otherwise affect the functionality of the Covered Equipment;
  6. Damage resulting from use with batteries, power cables, or other battery charging/recharging accessories or devices not manufactured by Jupiter Bike; and
  7. Damage caused by the use of the Covered Equipment when using any other third-party accessory.
- **Further, Covered Equipment does not include and the Program does not cover:**
  1. A product with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability;
  2. Contraband or property in the course of illegal transportation or trade;
  3. Property in transit to You;
  4. Battery chargers (one standard wall charger will be provided with Replacement Equipment on claims approved for replacement of the Covered Equipment if the charger has also experienced a Manufacturing Defect or Accidental Damage from Handling); or
  5. Any third-party accessories not manufactured by Jupiter Bike including but not limited to mounts, memory cards or other external storage devices, color face plates, personalized data, or customized software.

## 7. To Obtain Service

In the event of a Manufacturing Defect or Accidental Damage from Handling of Covered Equipment, please contact Our Customer Support at (813) 609-2453, or visit [www.jupiterbike.com/contact-us](http://www.jupiterbike.com/contact-us) for assistance. You must file a claim within thirty (30) days of the occurrence of the Manufacturing Defect or Ac-

cidental Damage from Handling. Once Your claim is approved, We will provide the Replacement Equipment by mail (shipping times vary by location) and you must return the damaged Covered Equipment as described below.

#### 8. Advanced Replacement Service

Advanced Replacement Service allows You to be shipped, at Our discretion, Replacement Equipment prior to Your return of the Covered Equipment. You may be required to submit a credit card pre-authorization charge prior to receiving any Replacement Equipment. Within fifteen (15) days of receipt of the Replacement Equipment, you must return the Covered Equipment to Us at Our expense in the return mailer We provide. If we do not receive the Covered Equipment within thirty (30) days of Your receipt of the Replacement Equipment, You will be responsible for paying the full retail price of the Replacement Equipment and a shipping and restocking fee, which may be charged to your credit card.

#### 9. Charge for Non-Covered Claims

If We ship You Replacement Equipment under the Advanced Replacement Service, We will notify You within thirty (30) days of Your return of the Covered Equipment if We determine that the returned Covered Equipment did not suffer a Manufacturing Defect or Accidental Damage from Handling. In such an event, You will not be required to return the Replacement Equipment We provided to You, nor will We return Your original Covered Equipment. However, in such an event we may charge you (i) the full retail price of the model of Replacement Equipment and (ii) a shipping and restocking fee. If you submit a claim for a Manufacturing Defect and we determine that Accidental Damage from Handling actually occurred, we will charge you a Claim Service Fee and we may charge a shipping and restocking fee.

Please contact us at [www.jupiterbike.com/contact-us](http://www.jupiterbike.com/contact-us) for the applicable shipping and restocking fee.

#### 10. User Replaceable Components

If the Covered Equipment experiences a Manufacturing Defect or Accidental Damage from Handling, We may, in our sole discretion, send You User Replaceable Components that You can use to repair or replace the Covered Equipment. In such an event, You may, at our sole discretion, be required to return any Covered Equipment that are the subject of your claim.

#### 11. Cancellation

This Contract may be cancelled by You for any reason at any time. You may cancel this Contract by contacting Us in writing at 5600 Airport Blvd, Ste C, Tampa, Florida, 33634, or use the Contact Us form. If You cancel this Contract within thirty (30) days from Your purchase of this Contract (the "First 30 Days"), You will receive a refund or credit for the full Contract purchase price unless You had a covered claim during the First 30 days. After the First 30 Days, or in the event You had a covered claim during the First 30 days, Your refund will be the greater of the full Contract purchase price paid less the cost of any covered claim or 100% of the pro-rata unearned portion of the Contract purchase price paid, if any, based upon elapsed time. We may only cancel this Contract on the basis of nonpayment, fraud, misrepresentation, or substantial breach of duties by You. In the event We cancel this Contract, We will provide You with a written notice at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date of cancellation and reason for cancellation. Your refund will be 100% of the pro-rata unearned portion of the Contract purchase price paid, if any, based upon elapsed time if We cancel the Contract.

#### 12. No Transfer

This Contract may not be transferred to any subsequent owner of the Covered Equipment for any reason. The covered equipment must still be the property and service request must be requested by the original purchaser of the Jupiter Care program.

#### 13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE Program. THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR OUR FAILURE TO PERFORM. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS CONTRACT PERIOD. WE DISCLAIM ALL OTHER EXPRESSED OR IMPLIED WARRANTIES OR CONDITIONS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO OUR OBLIGATIONS UNDER THIS PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND INCLUDING BUT NOT

LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, OR ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS.

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS PROGRAM ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### 14. Insurance

This Contract is not an insurance policy. Our obligations under this Contract are backed by Our full faith and credit, except in Florida and Wisconsin, as described in section 16., State Specific Provisions.

#### 15. Arbitration Agreement. Please read this Arbitration Agreement carefully, as it affects Your rights.

Most of Your concerns about this Program can be addressed simply by contacting us via our Contact Us form. In the unlikely event We cannot resolve any disputes, including any claims under the Program, that **You or We may have, YOU AND WE agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. YOU AND WE agree that any arbitration will take place on an individual basis only. YOU AND WE agree to waive the right to a trial by jury.** Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts.

For the purpose of this Arbitration Agreement, references to "We", "Us" and "Our" include Jupiter Bike or Diamond Tech. (as applicable) and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns. This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Contract.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this Program or to the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Contract was entered into by You and Us or that arises after this Contract is terminated; and (3) that currently is the subject of a purported class action litigation in which You are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude You from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf.

If You or We intend to seek arbitration, You and We must first send to the other a written notice of claim ("Notice") by certified mail. Your Notice to Us should be addressed to Jupiter Bike, 5600 Airport Blvd, Ste C, Tampa, Florida, 33634. The Notice must describe the dispute and state the specific relief sought. If You and We do not resolve the dispute within thirty (30) days of receipt of the Notice, You or We may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. After We receive notice that You have commenced arbitration, We will reimburse You for payment of any filing fee to the AAA. If You are unable to pay a required filing fee, We will pay it if You send a written request by certified mail to: 5600 Airport Blvd, Ste C, Tampa, Florida, 33634. The arbitration shall be administered by the AAA in accordance with the AAA Consumer Arbitration Rules (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless You and We agree otherwise, any arbitration hearings will take place in the county or parish of Your billing address. If Your dispute is for \$10,000 or less, You may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If Your dispute is for more than \$10,000, the right to

arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. You and We agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within fourteen (14) days of the arbitrator's written decision. Neither You nor Your attorney may recover duplicate awards of attorney's fees and expenses. Although We may have the right under applicable law to recover attorney's fees and expenses from You if We prevail in the arbitration, We hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless You and We agree otherwise, the arbitrator may not consolidate the dispute of another person with Your or Our dispute and may not preside over any form of a representative or class proceeding. If this paragraph of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void. If any other paragraph of this Arbitration Agreement is found to be unenforceable, then the remainder of the Arbitration Agreement shall remain in effect.

#### 16. State specific provisions:

- a. In Arizona: Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Contract before the expiration of the Contract Period due to Our failure to provide correct information or Our failure to perform the services provided in a timely, competent, and workmanlike manner. If this Contract is terminated before the expiration of the Contract Period, no deductions for claims paid will be made to Your refund.
- b. In California: If this Contract is cancelled, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty for each 30-day period or fraction thereof that the refund remains unpaid.
- c. In Connecticut: The term of this Contract will be automatically extended for the period during which the Covered Equipment is in the custody of a service center for repair. Contact Us with questions, concerns, or complaints about the Program. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs.
- d. In Florida : The rate charged for this Contract is not subject to regulation by the Florida Office of Insurance Regulation. Section 1. Definitions, Item k. is "We", "Us", and "Our" means Jupiter Bike, 5600 Airport Blvd. Ste C, Tampa FL 33626 Section 11. Cancellation is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or Us of Your cancellation request. In the event the Service Contract is canceled by You, return of the 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. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. Section 14. Insurance is deleted in its entirety. Section 15. Arbitration Agreement is amended to include the following: Arbitration is non-binding in the State of Florida. Arbitration proceedings shall be conducted in the county in which the consumer resides.
- e. In Georgia: In the event We cancel this Contract, We shall provide You with a written notice at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date of cancellation, reason for cancellation, and shall conform to the requirements of Georgia Code § 33-24-44.
- f. In Nevada: If this Contract has been in force for a period of seventy (70) days, We may not cancel this Contract 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 Contract; (3) You engage in fraud or material misrepresentation in obtaining this Contract; (4) You commit

any act, omission, or violation of any terms of this Contract after the Effective Date which substantially and materially increases the service required under this Contract; or (5) any material change in the nature or extent of the required service or repair occurs after the Effective Date and causes the required service or repair to be substantially and materially increased beyond that contemplated as of the Effective Date; (6) This Contract does not apply to a Manufacturing Defect or Accidental Damage Handling that took place prior to the Effective Date of the Contract. No claims paid shall be deducted from any refund owed under this Contract.

- g. In New Hampshire: In the event You do not receive satisfaction under this Contract, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number, 800.852.3416.
- h. In New Mexico: If this Contract is cancelled, any refund owed and not paid or credited within sixty (60) days of cancellation shall include a 10% penalty for each thirty (30) day period or portion thereof that the refund remains unpaid. If this Contract has been in force for a period of seventy (70) days, We may not cancel this Contract 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 Contract; (3) You engage in fraud or material misrepresentation in obtaining this Contract; (4) You commit any act, omission, or violation of any terms of this Contract after the Effective Date of this Contract which substantially and materially increases the service required under this Contract; or (5) any material change in the nature or extent of the required service or repair occurs after the Effective Date of this Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated as of the Effective Date. If this Contract is terminated prior to its expiration, no deductions for the cost of any covered claims paid will be made to Your refund.
- i. In Ohio: Section 14. Insurance is deleted and replaced with the following: The obligations of the provider are guaranteed under a reimbursement insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038, 1-866-505-4048. If the provider fails to perform or make payment due under the terms of the contract within sixty days after the contract holder requests performance or payment pursuant to the terms of the contract, the contract holder may request performance or payment directly from the provider's reimbursement insurance policy insurer, including, but not limited to, any obligation in the contract by which the provider must refund the contract holder upon cancellation of a contract.
- j. In Oklahoma: This is not an insurance contract. Coverage provided under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.
- k. In South Carolina: In the event You do not receive satisfaction under this Contract, complaints or questions about this Program may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number, 803-737-6160.
- l. In Texas : If You purchased this Contract in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711.
- m. In Washington: Any arbitration proceedings held pursuant to this Contract will be held at a location in closest proximity to Your permanent residence.
- n. In Wisconsin : THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Section 1. Definitions., k. is deleted and replaced with the following: "We", "Us", and "Our" means Jupiter Bike, 5600 Airport Blvd. Ste C, Tampa FL 33626 Section 2, What is Covered? is amended to add the following: It is the responsibility of the Service Contract Holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product. Section 11, Cancellation is deleted and replaced with the following: You may cancel this Service Contract at any time by informing Us. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, We shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated above or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten

percent (10%) of the Service Contract purchase price paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, We shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Contract purchase price paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least thirty (30) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Section 14, Insurance is deleted and replaced with the following: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract. Section 15. Arbitration Agreement is amended to include the following: If a settlement for a claim dispute 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 Contract Holder. Arbitration will take place under the laws of the State of Wisconsin and will be held in the Contract Holder's county of residence or any other county in this state agreed to by both parties

- o. In Wyoming: This Contract shall be governed by the laws of the State of Wyoming. The section entitled "Arbitration Agreement" is amended as follows: Arbitration shall only be required upon mutual agreement by Us and You to submit any controversy or claim arising out of or relating to this Contract, or a breach hereof, to non-binding arbitration and shall take place in Your county of residence or other mutually agreed upon location in Wyoming. The section entitled "Cancellation" is amended as follows: If You cancel this Contract within thirty (30) days from the date this Contract was delivered to You (the "First 30 Days"), You will receive a refund or credit for the full Contract purchase price unless You had a covered claim during the First 30 days. In the event You had a covered claim during the First 30 days, Your refund will be the greater of the full Contract purchase price paid less the cost of any covered claim or 100% of the pro-rata unearned portion of the Contract purchase price paid, if any, based upon elapsed time. We may only cancel this Contract on the basis of nonpayment, fraud, misrepresentation, or substantial breach of duties by You. In the event We cancel this Contract, We will provide You with a written notice at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date of cancellation and reason for cancellation. Your refund will be 100% of the pro-rata unearned portion of the Contract purchase price paid based upon elapsed time.

#### **1. Attachment A; Claim Service Fee**

- Discovery X5; \$150.00
- Discovery X7; \$250.00
- Defiant; \$250.00
- Tempo; \$250.00
- Rogue; \$300.00