

This Contract contains language binding the Member to certain obligations, including, but not limited to, alternative dispute resolution. The Member must review and acknowledge the disclosures set forth on Schedule A to this Contract (page 20) (the “Disclosures”) prior to returning this Contract to the Seller listed above. THIS CONTRACT SHALL BE OF NO FORCE OR EFFECT UNLESS AND UNTIL THE DISCLOSURES ARE ACKNOWLEDGED AND SIGNED BY THE MEMBER. THIS CONTRACT CONSISTS OF A MEMBERSHIP AGREEMENT AND, FOR ONUST CONNECT PLUS AND ONUST CONNECT TECH PLAN MEMBERS ONLY, A MOTOR VEHICLE SERVICE CONTRACT. EXCEPT WHERE EXPRESSLY NOTED HEREIN, THE SERVICE CONTRACT COVERAGE IS COVERED BY A SERVICE CONTRACT REIMBURSEMENT POLICY ISSUED BY SENTRUIITY CASUALTY COMPANY. THE MECHANIC LIVE CHAT, ROADSIDE ASSISTANCE, AND VEHICLE RECALL NOTIFICATION COVERAGES ARE SOLELY PROVIDED AND ADMINISTERED BY TRIPLE PROTECTION AUTO CARE, INC. AND ARE NOT COVERED BY THE SENTRUIITY CASUALTY COMPANY INSURANCE POLICY.

Please refer to State-Specific Endorsements set forth on Schedule B for amendments to certain provisions of this Contract.

## Terms & Conditions

**SECTION 1. DEFINITIONS.** Unless the context clearly requires otherwise, and in addition to such other terms as may be defined elsewhere in this **Contract**, the following capitalized terms will have the following meanings when used in this **Contract**. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. References to a Section shall refer to Sections of this **Contract**, unless the context clearly indicates otherwise.

- A. **“App”** means the progressive web-based software application **We** use in connection with the **Membership**, which can be accessed through www.onust.com. **You** can manage **Your** profile and the **Membership** through the **App**.
- B. **“Breakdown”** means the failure of a **Covered Part** when properly maintained and serviced under manufacturer guidelines and used under normal service. A **Covered Part** has failed when it no longer meets the manufacturer field tolerance required to perform its designed function. This condition must exist solely because of its condition, due to operational or structural failure due to defective materials or workmanship or normal wear and tear, and not because of the action or inaction of any **Non-Covered Part** or failure to properly maintain any **Covered Part** or **Non-Covered Part** causing failure to the **Covered Part**.
- C. **“Commercial Use”** means: (i) using the **Covered Vehicle** for delivery services or carrying goods for compensation; (ii) using the **Covered Vehicle** on a regular basis in the performance of **Your** occupation other than rental, taxi, limousine, or shuttle services; or (iii) using the **Covered Vehicle** in an agricultural, farm, or ranch application. “Commercial Use” does not include using the **Covered Vehicle** for ride-sharing services such as those services offered through, or by, Uber or Lyft.
- D. **“Contract”** means this monthly service contract and membership agreement and the **Registration Section**, schedules, exhibits, and any ancillary documents referred to herein.

- E. “Cost(s)”** means the actual amount charged for labor and parts by the **Repair Facility** to repair or replace **Covered Parts** due to a **Breakdown** of the **Covered Vehicle**, as authorized by **Us**, and subject to the terms and conditions of this **Contract**. **Costs** are limited to the suggested retail prices of the **Covered Vehicle’s** manufacturer. Replacement parts may be new, re-manufactured, non-original equipment manufacturer’s parts, or parts of a like kind and quality when available and as deemed necessary by **Us**. Labor time **Costs** are limited to the repair times listed in the current year’s national, flat-rate, hourly labor guide and the **Repair Facility’s** current retail hourly labor rate.
- F. “Coverage Start Date”** means the date the **Membership** begins according to the **Registration Section**.
- G. “Covered Part(s)”** means any of those parts of the **Covered Vehicle** described in Section 6, and subject to the terms and conditions listed in Sections 7-10 of this **Contract**.
- H. “Covered Territory”** means the United States of America and Canada.
- I. “Covered Vehicle”** means the **Eligible Vehicle** that is a passenger car, van, sport utility, or light truck (1-ton or less), identified in the **Registration Section**.
- J. “Deductible”** means the amount **You** are required to pay, as shown in the **Registration Section**, per repair visit, for a covered **Breakdown**.
- K. “Eligible Vehicle”** means any **Vehicle** that: (i) is less than ten (10) model years old; and (ii) with a **Sale Mileage** of one hundred fifty thousand (150,000) miles or less. To be an **Eligible Vehicle**, the **Vehicle** must comply with the United States of America specifications and when first sold, must have been manufactured for distribution in United States of America. Additionally, the **Vehicle** must not have a salvage title.
- L. “Full Factory Warranty”** means the manufacturer’s full warranty provided at no additional cost to **You** that covers repairs to correct any **Covered Vehicle** defect related to materials or workmanship.
- M. “Membership”** means the agreements, promises, and covenants made under this **Contract** and pursuant to the **Plan**, inclusive of all of its terms, conditions, limitations, and exclusions, which shall commence on the **Coverage Start Date** for a period of thirty (30) days or one (1) calendar year, and will renew each thirty (30) day period for a monthly **Membership** or each calendar year for a yearly **Membership** until cancelled or otherwise terminated as provided herein.
- N. “Membership Agreement”** means those portions of this **Contract** that are not covered by a service contract reimbursement policy, and includes only that coverage outlined in Section 4(A), specifically, mechanic live chat, **Roadside Assistance**, and vehicle recall notification coverage for the **Covered Vehicle**. The **Membership Agreement** does not include **Service Contract Coverage**.
- O. “Non-Covered Conditions”** means any of those conditions described in Section 6(D).
- P. “Non-Covered Parts”** means any of those parts described in Section 6(D).
- Q. “Non-Covered Services”** means any of those services described in Section 6(D).
- R. “One Time Activation Fee”** means the one-time fee to initiate the **ONUST CONNECT TECH Plan**, which shall be reflected in the **Registration Section** and which **You** will pay to **Us** to activate the **ONUST CONNECT TECH Plan**, if applicable. **THE TOTAL PURCHASE PRICE FOR THIS CONTRACT IS THE SUM OF THE ONE TIME ACTIVATION FEE AND THE TOTAL**

**AMOUNT OF THE MONTHLY OR YEARLY PAYMENT AMOUNT(S) YOU HAVE AND WILL CONTINUE TO PAY DURING THE PERIOD OF TIME THIS CONTRACT IS IN EFFECT.**

- S. **“Payment Amount”** means the amount charged to **You** for the selected **Plan** and is billed on the date and at the frequency reflected in the **Registration Section**. **Payment Amount** includes the **Activation Fee** where the context requires.
- T. **“Payment Date”** means the date on which **You** will be billed for the **Membership**, as reflected in the **Registration Section**, which shall occur no more than monthly for a monthly **Membership** or no more than once in a calendar year for the yearly **Membership**, until the **Membership** is cancelled or otherwise terminated as provided in this **Contract**.
- U. **“Plan”** means the coverage **You** have selected for the **Membership**, shown as **Plan Type** in the **Registration Section**, and as more fully described in Section 4 of this **Contract**. If the **Plan Type** is left blank or inaccurate in the **Registration Section**, contact the **Seller** immediately.
- V. **“Registration Section”** means the first page of this **Contract**.
- W. **“Repair Facility”** means any ASE–Certified vehicle repair and service facility located within the **Covered Territory**, selected by **You** in connection with any claim made under this **Contract**.
- X. **“Roadside Assistance”** means the roadside assistance coverage outlined in Section 5 and is included as part of the **ONUST CONNECT, ONUST CONNECT FAMILY, ONUST CONNECT PLUS and ONUST CONNECT TECH Plans**.
- Y. **“Seller”** means the entity **You** purchased this **Contract** from, as shown in the **Registration Section**.
- Z. **“Sale Mileage”** means the mileage on the **Covered Vehicle’s** odometer on the **Coverage Start Date** as reflected in the **Registration Section**.
- AA. **“Secondary Vehicle”** means the **Eligible Vehicle(s)** more particularly defined in the **Registration Section** as the **Secondary Vehicle(s)**. Only the **ONUST CONNECT and ONUST CONNECT FAMILY Plans** are available to the **Secondary Vehicle(s)**. **Service Contract Coverage is not available to any Secondary Vehicle(s)**.
- AB. **“Service Contract Coverage”** means the service contract coverage provided to **ONUST CONNECT PLUS Plan or ONUST CONNECT TECH Plan members on one Covered Vehicle**, as is further described in Section 6, subject to the terms and conditions listed in Sections 7-10 of this **Contract**. Only the **Service Contract Coverage** under this **Contract** is insured by a service contract reimbursement policy, as such policy coverage is more fully described in Section 6.
- AC. **“Term”** means the monthly or yearly term of the **Membership**, which begins on the **Coverage Start Date** and automatically renews every thirty (30) days for the monthly **Membership** or every calendar year for the yearly **Membership**, until cancelled pursuant to this **Contract**.
- AD. **“Vehicle(s)”** means the passenger cars, vans, sport utility, or light trucks (1-ton or less), as more particularly identified in the **Registration Section** as **Covered Vehicle and Secondary Vehicle(s)**.
- AE. **“We,” “Us,” and “Our”** means **Triple Protection Auto Care, Inc.**, a Colorado corporation, with a principal place of business at 7200 South Alton Way Suite C200, Centennial, Colorado 80112, and a toll-free number of: 1-833-668-7848 (1-833-onust4u). **Triple Protection Auto Care, Inc.** is the **“Obligor”** of this **Contract**.

- AF. “You” and “Your”** means the purchaser of the **ONUST CONNECT TECH Membership**, identified as the **Member** in the **Registration Section**, as well as the driver and owner of any **Covered Vehicle**.

## **SECTION 2. MEMBERSHIP.**

- A. This Contract** is between **You** and **Us** and provides for **You** to receive the coverage available under the **Plan** for the **Covered Vehicle**, subject to the terms, limitations, and conditions set forth herein. **This Contract is not a warranty, guarantee, or an insurance policy.**
- B. We** may market or offer **You** a variety of additional types of benefits, including special promotional plans or memberships offered by third parties in conjunction with the provision of their own products and services. **We are not responsible for the products and services provided by such third parties. Some benefit types may have differing conditions and limitations, which will be disclosed to You prior to their commencement.** You can find specific details regarding the **Plan** by visiting our website at: **onust.com** (the “**Website**”) or calling our customer service line at: **1-833-668-7848** (1-833-onust4u) (“**Customer Service**”).

## **SECTION 3. PAYMENT.**

- A. BILLING CYCLE.** You will be charged the **Payment Amount** for the **Plan** and any other charges You may incur in connection with the **Membership**, such as taxes and fees, if required by law in the State in which this **Contract** was purchased (the “**Payment**”), on the **Payment Date**. The **Payment Date** and frequency shall be as reflected in the **Registration Section**, as amended, if applicable. Any **Payments** arising under the **Plan** or which are to be paid by **You** in connection with the **Membership** are fully earned upon payment. Visit the **Website** or the **App** and click on the “**Billing Details**” link on the “**Account Page**” to see the next **Payment Date**.
- B. PAYMENT METHODS.** To initiate the **Membership**, **You** must provide **Us** with one or more methods of payment (each, a “**Payment Method**”). Acceptable **Payment Methods** are listed on the **Website**. **You authorize Us to charge any additional Payment Method associated with Your account in the event the SELECTED Payment Method is declined or is no longer available to Us to cover the Payment Amount. You shall be responsible for any uncollected amounts. If any Payment Amount is not successfully settled within two (2) business days of the Payment Date due to Payment Method expiration, insufficient funds, or otherwise, and You do not cancel the Membership, we will suspend the Membership at the expiration of the prior fully paid month, if a monthly Membership, or at the expiration of the then current calendar year if a yearly Membership, until we have successfully charged a valid Payment Method. No claims made during any such suspension shall be honored for any reason, whatsoever. The Membership will be reinstated only if the full Payment is made within thirty (30) days, otherwise the Membership will be cancelled by Us. All Payments must be made in United States currency. For some Payment Methods, the issuer may charge You certain fees, such as foreign transaction fees or other fees relating to the processing of Your Payment Method. Check with the Payment Method service provider for details.**
- C. UPDATING YOUR PAYMENT METHODS.** You can update **Your Payment Methods** by going to the **Account > Payments & Billing Page** on the **Website** or the **App**. **We** may also update the **Payment Method** using information provided by the **Payment Method** service providers. **You authorize Us to continue to charge the applicable Payment Method(s) on the Payment**

Date.

- D. ONE TIME ACTIVATION FEE.** The **ONUST CONNECT TECH Plan** (described below) requires the payment of the **One Time Activation Fee** prior to the commencement of the **Membership coverage**. You must pay the **One Time Activation Fee** on or before the **Coverage Start Date**. The **Membership** will not be valid, and no claims will be honored, unless and until We receive the **One Time Activation Fee** in full. The amount of the **One Time Activation Fee** shall be as reflected in the **Registration Section**.
- E. MEMBERSHIP TERMS.** The **Membership** will continue for the **Term** and will automatically renew on the next **Payment Date** on the same terms and conditions provided herein until terminated by You or by Us. You must cancel the **Membership** before the next **Payment Date** to avoid billing of the **Payment Amount** to Your **Payment Method** (see **Section 7**).
- F. CHANGES TO PAYMENT.** We reserve the right to change the **Payment Amount** for the **Plan** at any time. If We change the **Payment Amount**, We will provide You with prior written notice at least sixty (60) days prior to any change taking effect.

**SECTION 4. PLANS.** Each of the **Plans** We offer is detailed below. You may upgrade or downgrade to a different **Plan** at any time during the **Term** by accessing Your account on the **Website** or the **App**. The **Payment Date**, **Payment Amount** and coverage available to You may change based upon changes to the **Plan Type** shown in the **Registration Section**. The **Payment Amount** may be pro-rated if You change the **Plan Type** during any **Term**, if, for example, You upgrade to or downgrade from the **ONUST CONNECT PLUS Plan**. Please read this **Contract** carefully for the coverage that may be available to You. The **Membership** is: (i) only valid for one type of **Plan** during the **Term**; (ii) only valid for the **Vehicle(s)** listed in the **Registration Section**; and (iii) subject to all terms, limitations, and exclusions in this **Contract**.

**A. ONUST CONNECT.** The **ONUST CONNECT Plan** includes the following:

- 1. Mechanic Live Chat.** Allows for access to chat through text message by texting **Our** mechanic live chat line or accessing **Our** online chat through the **Website** with a live mechanic for any of **Your** questions or concerns. **Messaging and data rates may apply.**
- 2. Roadside Assistance.** Provides the following coverage, as more particularly described in **Section 5** below:

24/7 access to the **Roadside Assistance** provider for the following:

- i. Towing assistance
- ii. Mechanical First Aid
- iii. Fuel, oil, fluid, and water delivery service
- iv. Locksmith assistance
- v. Battery assistance
- vi. Flat Tire assistance

- 3. Vehicle Recall Notifications:** Allows for access to the **Covered Vehicle's** recall information on the **Website** and gives **You** notifications via SMS text if a specific recall occurs to the **Covered Vehicle**. **Messaging and data rates may apply.**

**B. ONUST CONNECT FAMILY.** The **ONUST CONNECT FAMILY Plan** includes all of the coverage

listed above for the ONUST CONNECT Plan for up to an additional three (3) Secondary Vehicles, as listed in the Registration Section, up to a total of four (4) Vehicles at the same registered address. Please review the Website and/or the App frequently to ensure that Your profile and coverage preferences are up to date.

- C. ONUST CONNECT PLUS.** If the ONUST CONNECT PLUS Plan is selected, and in consideration of the payment of the One Time Activation Fee (indicated in the Registration Section) and then each month or year thereafter (as applicable), the Payment Amount, We will provide the coverage listed above for the ONUST CONNECT Plan in addition to the Service Contract Coverage, subject to all terms, limitations, and exclusions in the Service Contract Coverage set forth below in Section 6. The ONUST CONNECT PLUS Plan provides coverage only for the Covered Vehicle listed in the Registration Section.
- D. ONUST CONNECT TECH.** If the ONUST CONNECT TECH Plan is selected, and in consideration of the payment of the One Time Activation Fee (indicated in the Registration Section) and then each month or year thereafter (as applicable), the Payment Amount, We will provide the coverage listed above for the ONUST CONNECT TECH Plan in addition to the Service Contract Coverage, subject to all terms, limitations, and exclusions in the Service Contract Coverage set forth below in Section 6. The ONUST CONNECT TECH Plan provides coverage only for the Covered Vehicle listed in the Registration Section.

**SECTION 5. ROADSIDE ASSISTANCE.** If You need non-accident-related Roadside Assistance, please contact Emergency Road Service: 1-833-668-6649. Services are not available in areas where state providers are exclusively utilized on certain toll-ways, highways, and freeways. Service is not covered for collisions or vandalism. Coverage is limited to fifty dollars (\$50) per roadside assistance occurrence per Vehicle or up to one hundred fifty dollars (\$150) for towing per Vehicle. You can also call Your own service provider; in which case We will reimburse You for charges incurred up to the dollar limits stated herein - Coverage is limited to fifty dollars (\$50) per roadside assistance occurrence per Vehicle or up to one hundred fifty dollars (\$150) for towing per Vehicle. Expenses exceeding covered amount indicated is the Responsibility of the Customer.

You must be with the Vehicle when the service provider arrives, as Roadside provider cannot service an unattended vehicle.

**A. THE FOLLOWING ARE COVERED EMERGENCIES UNDER ALL PLANS:**

1. **Mechanical First Aid:** Any service requiring a minor adjustment (exclusive of parts) to enable Your disabled Vehicle to proceed under its own power.
2. **Tire Service:** Changing of a flat tire with inflated spare.
3. **Battery Service:** Attempting to start Vehicle with a booster start of 12V lead-acid batter only.
4. **Delivery Service:** Delivery of emergency supplies of fuel, oil or water and other accessories and supplies as may be required and available. Material being delivered must be paid by You at time of delivery.
5. **Towing Assistance:** When Your Vehicle is disabled, it will be hooked up and towed up to (100 miles) to a destination of Your choice by an authorized tow service.
6. **Locksmith Service:** If Your keys are locked inside Your Vehicle, a locksmith will be dispatched to assist You in gaining entry into Your locked Vehicle.

**B. THE FOLLOWING ITEMS, COVERAGES, AND SERVICES ARE NOT INCLUDED AS PART OF THE ROADSIDE ASSISTANCE BENEFIT:**

1. Cost of parts, replacement keys, fluids, lubricants, fuel, material additional labor relating to towing, or the cost of installation of products.
2. Mounting or removing of any tires, snow tires, off-road tires, or similar items other than the Flat Tire Assistance listed above.
3. Costs associated with tire repair at any location other than Flat Tire Assistance benefits listed above.
4. Coverage for trucks over one (1) ton capacity.
5. Damage or disablement due to fire, flood, or vandalism; extrication; or winching.
6. Coverage shall not be provided in the event of emergencies resulting from Your use of intoxicants or narcotics, or the use of the Vehicle in the commission of a crime.
7. More than one (1) service call per Vehicle within a seven (7) day period, or more than three (3) service calls per Vehicle in any calendar year.
8. All taxes or fines and vehicle storage charges associated with the Roadside Assistance Benefit.

**SECTION 6. SERVICE CONTRACT COVERAGE.** The following Service Contract Coverage applies to the ONUST CONNECT PLUS Plan and ONUST CONNECT TECH Plan only and is only available for the Covered Vehicle.

In conjunction with a Breakdown, We will reimburse You or pay the Repair Facility to cover Costs for the repair or replacement of the components described in Section 6 (A) and (B) below, according to the Plan Type shown in the Registration Section, including necessary fluids, filters, seals, gaskets, alignments, taxes, and the repair or replacement of Non-Covered Parts that failed as a consequence of a Breakdown, less the Deductible. Coverage under this Contract is limited to the original equipment of the Covered Vehicle or like replacements of the Covered Vehicle's original equipment and is subject to the Limit of Liability, as further described below in Section 6(D). Replacement parts may be new, re-manufactured, non-original equipment manufacturer's parts, or parts of a like kind and quality when available and as deemed necessary by Us.

The Service Contract Coverage is not insurance. Our obligations under this Section 6 are insured under an insurance policy issued by Sentruity Casualty Company, with a business address of 1345 Enclave Parkway, Houston, Texas 77077, and with a toll-free number of: 1-877-591-8046 ("Sentruity"). Our policy number is: SCC-OT-0007 (except for Washington residents, where the policy number is SCC-OT-0008). You may file a claim with Sentruity by calling their toll-free number if any promise made in this Section 6 has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. If a refund or credit is not paid before the forty-sixth (46th) day after the date on which this Contract is returned to Us, You may apply for reimbursement directly from Sentruity.

## A. ONUST CONNECT PLUS MECHANICAL COVERAGE.

1. **ENGINE.** Cam housing gasket(s), Cylinder block, Cylinder head(s), Cylinder head gasket(s), EGR valve, Engine mounts, Exhaust manifold(s), Exhaust manifold gasket(s), Flywheel or flex plate, Front crankshaft seal, Fuel pump, Harmonic balancer, Intake manifold, Intake manifold gaskets(s), Intercooler, Oil pan, Oil pan gasket, Oil pump, Rear main seal, Ring gear, Rotor housings and internal parts, Timing chain(s) or timing belts(s), Timing chain or belt cover, Timing chain or belt tensioner(s), Timing cover gasket, Timing gears, Turbocharger or supercharger housing(s) and internal parts, Vacuum pump, Valve cover(s), Valve cover gasket(s), Wastegate, Water pump, Accessory drive belt(s), hoses, radiator cap, tubes and clamps.
2. **TRANSMISSION.** Cooler and metal cooler lines, Front pump seal(s), Manual clutch slave and master cylinders, Output shaft seal, Pan gasket, Shifter seal, Speedometer cable seal, Torque converter, Transaxle case and internal parts, Transfer case and internal parts, Transfer case seals, Transmission case and internal parts, Transmission mounts, Vacuum modulator.
3. **DRIVETRAIN ASSEMBLY.** Axle seal(s) or gaskets(s), Axle shafts and bearings, Center bearings and drive shaft yokes, Control processor and sensors, CV joint boots, CV shaft assembly, Differential gasket(s), Drive shaft(s), Final drive and axle housing(s) and internal parts, Four-wheel drive engagement actuator/motor, Pinion seal, Solenoids, Traction control linkage, Universal and constant velocity joints.
4. **SUSPENSION.** Air tubes, Air suspension bags, Ball joints, Coil springs, Compressor, Control processor and sensors, Control arm bushings, Control arm shafts, Electronic suspension/variable suspension struts and shocks, Hub bearing seals, Hub bearings, Leaf spring bushings, Leaf springs shackles, Leaf springs, Lines and fittings, Lower control arms, Shocks, Stabilizer bar bushings, Stabilizer bar links, Stabilizer bars, Steering knuckles and spindles, Strut bar bushings, Strut bar links, Strut bars, Struts, Switches, Torsion bar mounts, Torsion bars, Track bar bushings, Track bar links, Track bars, Upper control arms, Wheel bearing seals, Wheel bearings.
5. **FRONT-STEERING.** Belt-driven pump, reservoir and internal parts, electric steering, Idler arm, Pitman arm, Pump shaft seal, Rack assembly, Steering column bearings, Steering column couplings, Steering column shaft, Steering linkages, Steering gear housing, Steering pump mounting bracket, Steering pump pulley, Tie rods.
6. **BRAKES (MANUAL & POWER).** Accumulator, Backing plate assembly, Brake pedal, Caliper seals, Calipers, Combination valve, Master cylinder, Metal brake line fittings, Metal brake lines, Parking brake assemblies, Power booster, Wheel cylinders.
7. **ELECTRICAL.** Alternator, Backup light switch, Brake light switch, manually operated switches, Neutral safety switch, Pulley and mounting bracket, Propulsion battery, Starter drive, Starter motor, Starter solenoid, Voltage regulator, Wiper motors, Wiring harnesses.
8. **AIR CONDITIONING & HEATING.** A/C compressor clutch, A/C compressor coil, A/C compressor mounting bracket, A/C compressor pulley, Accumulator, Belt-driven A/C compressor, Blower motor, Compressor gaskets, Compressor seals, Condenser, Control cables, Ducts, Evaporator, Expansion valve, Heater control valve, Heater core, Idler pulley,



Idler pulley bearing, Idler pulley mounting bracket, Line O-rings, Orifice tube, Plenum doors, Receiver-dryer, Serpentine belt tensioner, Serpentine belt tensioner bearing, Serpentine belt tensioner pulley.

9. **FUEL SYSTEM.** Accelerator pedal, Carburetor, Distribution rails, Fuel injectors, Fuel level sending unit, Fuel pressure regulator, Fuel pump, Fuel tank, Injection pump, Metal fuel line fittings, Metal fuel lines, Throttle body, Throttle cable, Throttle linkage.
10. **COOLING SYSTEM.** Electric fan motor, Fan, Fan clutch, Fan shroud, Radiator and mounting brackets, Recovery tank, Thermostat.
11. **FOUR-WHEEL STEERING.** Center shaft, Control processor, Control sensors, Electric steering, Four-wheel steering pump, Gear housing or rack assembly and their internal parts, Power cylinder, Stepper motor.
12. **INTERIOR ELECTRONICS.** Cruise control assembly, Digital dash display, Factory-installed DVD player, Electronic climate control head, Factory-installed entertainment chassis including radio, magnetic tape players, dash-mounted compact disc player and graphic equalizer, Heads-up display projector and control unit, Trip/mileage/engine function computer, Factory Installed Navigation system, Television, Video cassette player.
13. **POWERTRAIN ELECTRONICS.** Cooling fan control processor, Cooling fan sensors, Distributor, IAC motor, Ignition coil(s), Mixture control processor, Mixture control sensors, Timing control processor, Timing control sensors, Transmission shift control processor, Transmission shift control sensors.
14. **ABS BRAKES.** ABS booster/pump, ABS control processor, ABS master cylinder, ABS sensors, ABS solenoids.
15. **CONVENIENCE ACCESSORIES.** Convertible top frame, Heated seat elements, Horn, Horn relay, Memory seat activator switches, Memory seat control processor, Memory seat motors, Memory seat solenoids, Memory seat sensors, Power antenna motor, Power door lock actuator, Power door lock motor, Power door lock relays, Power headlamp motor, Power mirror motors, Power seat motors, Power sunroof motor, Power tailgate motor, Power tailgate solenoids, Power top motor, Power trunk motor, Power trunk solenoids, Power window motor, Rear window defogger, Rear window defroster, Steering wheel activator switches, Steering wheel control processor, Steering wheel motors, Steering wheel solenoids, Steering wheel sensors, Window regulator.
16. **COVERED VEHICLE HARDWARE.** Ash tray assembly, Bumper impact absorbers, Courtesy light switches, Glove box lock assembly, Headlamp mounting buckets, Manual seat track assembly, Parking and side lamp bodies and sockets, Hood latch and cables, Hood hinges and springs, Side door hinges, Side door handles, Trunk hinges, Trunk lid striker plate, Trunk torsion bars.
17. **OTHER COMPONENTS.** Occupant Restraint, Occupant Protection, Antenna mast and mirrors, Filters and filter housings, Fuses and fusible links, PCV valve, oil separator and fuel vapor canister, spark plugs, plug wires and glow plugs, glow plug control unit, Windshield wiper rubber inserts (One pair per year).
18. **ELECTRIC VEHICLE COMPONENTS.** (If the Covered Vehicle is an “Electric Vehicle”, defined as a machine traditionally used for transportation purposes on city roads and highways that uses one or more electric motors or traction motors for propulsion). Charge Port, DC/DC Converter, Electric traction motor, Onboard charger, Power electronic

controller, Thermal system (cooling), Media Control Unit, Air Suspension, Internal charger, HVAC system, Autonomous driving sensors, door handle components/falcon wing door components.

**19. SPORT PACKAGE. Body Accessories:** Step bumpers and mounting brackets, spare tire carrier, spare tire swing arm and its pivot latches and locks, running boards, swing-away mirror arms and mounts, pop-out or sliding side/rear window latches and hinges. **Convenience and Utility:** Bed liner except for war page, rail protectors, tailgate handle, tailgate lock and cables, tailgate hinges and latches, tailgate edge protectors, cargo tie-downs, cargo lamp, gun rack and toolbox. **Four-Wheel Accessories:** Locking hub assembly except if damaged by or replaced because of worn brake rotors, skid plates, tow hooks, power winch motor and remote-control wiring harness, power winch rollers, brush guards and headlight grills. **Trailing:** Trailer hitch receiver, insert and wiring receptacle, bed-mounted fifth-wheel hitch, auxiliary fuel tank and its cut-over switch, running light bodies and lenses.

## **B. ONUST CONNECT TECHNOLOGY COVERAGE.**

- 1. ELECTRICAL.** Alternator, Backup light switch, Brake light switch, manually operated switches, Neutral safety switch, Pulley and mounting bracket, Propulsion battery, Starter drive, Starter motor, Starter solenoid, Voltage regulator, Wiper motors, Wiring harnesses.
- 2. INTERIOR ELECTRONICS.** Cruise control assembly, Digital dash display, Factory-installed DVD player, Electronic climate control head, Factory-installed entertainment chassis including radio, magnetic tape players, dash-mounted compact disc player and graphic equalizer, Heads-up display projector and control unit, Trip/mileage/engine function computer, Factory Installed Navigation system, Television, Video cassette player.
- 3. POWERTRAIN ELECTRONICS.** Cooling fan control processor, Cooling fan sensors, Distributor, IAC motor, Ignition coil(s), Mixture control processor, Mixture control sensors, Timing control processor, Timing control sensors, shift control processor, Transmission shift control sensors.
- 4. ABS BRAKES.** ABS booster/pump, ABS control processor, ABS master cylinder, ABS sensors, ABS solenoids.
- 5. CONVENIENCE ACCESSORIES.** Heated seat elements, Horn, Horn relay, Memory seat activator switches, Memory seat control processor, Memory seat motors, Memory seat solenoids, Memory seat sensors, Power antenna motor, Power door lock actuator, Power door lock motor, Power door lock relays, Power headlamp motor, Power mirror motors, Power seat motors, Power sunroof motor, Power tailgate motor, Power tailgate solenoids, Power top motor, Power trunk motor, Power trunk solenoids, Power window motor, Rear window defogger, Rear window defroster, Steering wheel activator switches, Steering wheel control processor, Steering wheel motors, Steering wheel solenoids, Steering wheel sensors.
- 6. ELECTRIC VEHICLE COMPONENTS** (If the Covered Vehicle is an “Electric Vehicle”, defined as a machine traditionally used for transportation purposes on city roads and highways that uses one or more electric motors or traction motors for propulsion). Charge Port, DC/DC Converter, Electric traction motor, Onboard charger, Power electronic controller, Thermal system (cooling), Media Control Unit, Air Suspension, Internal charger, HVAC system, Autonomous driving sensors, door handle components/falcon wing door

components.

**7. SPORT PACKAGE.** Trailering: Trailer hitch receiver, insert and wiring receptacle, bed-mounted fifth-wheel hitch, auxiliary fuel tank and its cut-over switch, running light bodies and lenses.

**8. MISCELLANEOUS.**

- a. Touch/Display Screen
- b. Adaptive Lighting Control System.
- c. Accessory Power Point Connection System.
- d. Factory Installed OEM Audio System.
- e. Blind Spot Detection System.
- f. Bluetooth System.
- g. DVD Player System.
- h. Forward, Backup and 360 Degree Camera System.
- i. Home Link System.
- j. Intelligent Cruise Control System.
- k. Keyless Access and Remote Start System.
- l. Lane Departure Warning System.
- m. Navigation System.
- n. Parking Assist System.
- o. Tire Pressure Monitoring System.
- p. Video and Gaming System.
- q. Wi-Fi Data Connection System.

**C. EXPENSE REIMBURSEMENT**

**1. RENTAL CAR.** If You are unable to drive the Covered Vehicle due to a Breakdown, We will reimburse You for the cost of a rental car from a licensed rental agency. This benefit's total limit is three hundred and fifty dollars (\$350), not to exceed fifty dollars (\$50) per twenty-four (24) hour period. You must incur this expense between the date of the Breakdown and the date that covered repairs are completed.

**2. TRAVEL EXPENSES.** If You are unable to drive the Covered Vehicle due to a Breakdown, and as a result, You are stranded overnight more than one hundred (100) miles from Your home, We will reimburse You for lodging and meals. You must incur these expenses between the date of Breakdown and the date that covered repairs are completed. The travel expense coverage limit is three hundred dollars (\$300), not to exceed one hundred dollars (\$100) per twenty-four (24) hour period.

**D. LIMIT OF LIABILITY.** Our maximum liability for any one repair visit is equal to the actual cash value of the Covered Vehicle as determined by Us at the time of repair using the J.D. Power Valuation Services (the "J.D. Power Official Car Guide"). The total of all benefits paid or payable during the time period that this Contract is in effect shall not exceed the actual cash value of the Covered Vehicle on the Coverage Start Date as determined by Us using the

J.D. Power Official Car Guide.

**E. NON-COVERED PARTS, NON-COVERED SERVICES, AND NON-COVERED CONDITIONS.** Non-Covered Parts, Non-Covered Services, and Non-Covered Conditions for the Service Contract Coverage of the Covered Vehicle are listed below. You are responsible for expenses related to and for the cost of Non-Covered Parts, Non-Covered Services, and Non-Covered Conditions.

**1. NON-COVERED PARTS.** This Contract does not cover, and We will not pay for, the replacement of the following parts, nor will We pay for any repairs necessitated by the failure of such parts:

- a. Audio speakers and wiring
- b. Starting, Lighting, Ignition (“SLI”) Battery, core charges
- c. Body, body panels, body fasteners, chassis frame and bumpers
- d. Brake Drums, Brake Pads, Brake Rotors, and Brake Linings
- e. Bright metal, trim, upholstery, carpet, insulation, paint, floor mats, and weather strips
- f. Fabric Convertible top
- g. Exhaust system (except for Exhaust Manifold and/or Manifold gasket) and catalytic converter
- h. Glass including foggy or hazy headlight lenses
- i. Manual transmission clutch disc, pressure plate and throw-out bearing
- j. Tires, wheels, and wheel covers
- k. Any parts or components of a natural gas/propane fuel system

When a part serves the same function as a Non-Covered Part, it is not covered. When a single part or component performs two or more functions, some of which are covered and some not, the failure of a non-covered function will make the part or component not covered.

**2. NON-COVERED SERVICES.** This Contract does not cover, and We will not pay for the following services:

- a. Alignment of front end, glass, bumpers, or any other part
- b. Cleaning of cooling and fuel systems
- c. Corrections of air and water leaks
- d. Correction of wind noise, squeaks, and rattles
- e. Engine tune-up
- f. Removal of carbon, sludge, varnish, or other contaminants
- g. Software and firmware updates
- h. Addition or replacement of coolants, fluids, lubricants, and refrigerants
- i. Ignition and fuel systems adjustments and calibrations
- j. Scheduled maintenance services

- k. Transmission service
- l. Wheel balancing
- m. Repair or replacement of any Non-Covered Part unless it was damaged by the failure of a Covered Part

A Non-Covered Service includes any of the foregoing that occur as a result of a repair or maintenance procedure.

**3. NON-COVERED CONDITIONS. This Contract does not cover, and We will not pay for, the following conditions:**

- a. ANY EXPENSE INCURRED IN CONNECTION WITH REPAIRS PERFORMED WITHOUT RECEIPT OF OUR PRIOR AUTHORIZATION.
- b. ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE COVERAGE START DATE (PRE-EXISTING), INCLUDING ANY ACTION OR OMISSION WHICH HAS VOIDED ANY MANUFACTURER'S WARRANTY, OR IF THE INFORMATION PROVIDED BY YOU, OR THE REPAIR FACILITY, CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- c. ANY BREAKDOWN RESULTING FROM AN OUTSIDE FORCE INCLUDING, BUT NOT LIMITED TO: COLLISION, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ANIMALS, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, INTRODUCTION OF FOREIGN OBJECTS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS, OR ANY HAZARD INSURABLE UNDER STANDARD PHYSICAL DAMAGE INSURANCE POLICIES REGARDLESS OF WHETHER SUCH INSURANCE IS IN FORCE, OR ANY CONSEQUENTIAL DAMAGE OR DIMINUTION IN VALUE RESULTING FROM FAILURE OF A COVERED OR NON-COVERED PART.
- d. ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS, OR FAILURE TO PROTECT THE COVERED VEHICLE FROM FURTHER DAMAGE WHEN BREAKDOWN HAS OCCURRED, INCLUDING FAILURE TO REPLACE LEAKING SEALS AND/OR GASKETS IN A TIMELY MANNER OR LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR THE COVERED VEHICLE.
- e. ANY BREAKDOWN CAUSED BY SLUDGE AND/OR CARBON BUILD-UP OR ANY REPAIR FOR THE PURPOSE OF CORRECTING ENGINE COMPRESSION OR OIL CONSUMPTION UNLESS OUTSIDE OF MANUFACTURER SPECIFICATION.
- f. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF A BREAKDOWN HAS NOT OCCURRED, OR REPAIR OR REPLACEMENT OF PARTS IN CONNECTION WITH A COVERED REPAIR WHEN THOSE PARTS ARE NOT NECESSARY FOR THE COMPLETION OF THE COVERED REPAIR OR WERE NOT DAMAGED BY THE FAILURE OF A COVERED PART.
- g. ANY BREAKDOWN IF ALTERATIONS NOT MEETING MANUFACTURER'S SPECIFICATIONS HAVE BEEN MADE TO THE COVERED VEHICLE, INCLUDING BUT NOT LIMITED TO: ANY CUSTOM OR ADD-ON PART; ALL FRAME OR SUSPENSION

**MODIFICATIONS; LIFT KITS OR LOWERING KITS; OVERSIZED OR UNDERSIZED TIRES; EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS; AND ENGINE AND/OR COMPUTER MODIFICATIONS.**

- h. IF YOUR ODOMETER HAS CEASED TO OPERATE AND ODOMETER REPAIRS HAVE NOT BEEN MADE IMMEDIATELY, OR THE ODOMETER HAS BEEN ALTERED IN ANY WAY SINCE YOU HAVE HAD TITLE TO THE COVERED VEHICLE (RECORDS OR DOCUMENTATION MAY BE REQUIRED IF THE ODOMETER IS REPLACED).**
- i. FOR ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF USE, TIME, PROFIT, OR INCONVENIENCE, ARISING OUT OF THE OPERATION, MAINTENANCE, OR USE OF THE COVERED VEHICLE DESCRIBED IN THIS SERVICE CONTRACT WHETHER OR NOT RELATED TO THE COVERED PARTS.**
- j. WHEN THE RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY, ANOTHER COVERED VEHICLE SERVICE CONTRACT, A REPAIRER'S GUARANTEE OR WARRANTY, OR ANY WARRANTY FROM THE MANUFACTURER OR IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY BY ANY MEANS, INCLUDING BUT NOT LIMITED TO, PUBLIC RECALLS OR FACTORY SERVICE BULLETINS, EVEN IF THE MANUFACTURER NO LONGER HONORS THEIR OWN WARRANTY.**
- k. ANY BREAKDOWN CAUSED BY TOWING A TRAILER, ANOTHER VEHICLE, OR ANY OTHER OBJECT, UNLESS THE COVERED VEHICLE IS EQUIPPED FOR THIS USE AS RECOMMENDED BY THE MANUFACTURER.**
- l. IF THE COVERED VEHICLE IS USED AS A COMMERCIAL VEHICLE OR RECREATIONAL VEHICLE, OR IS USED FOR RENTAL, TAXI, LIMOUSINE, OR SHUTTLE, HAULING, POLICE OR EMERGENCY SERVICE, OFF-ROAD USE, RACING OR COMPETITIVE DRIVING, OR FOR ROUTE WORK, SERVICE, OR REPAIR or HAS A SALVAGE OR BRANDED TITLE.**
- m. ANY BREAKDOWN THAT OCCURS AND/OR REPAIRS MADE OUTSIDE OF THE COVERED TERRITORY.**
- n. ANY BREAKDOWN OF A COVERED VEHICLE EQUIPPED WITH AND CAUSED BY THE USAGE OF A SNOWPLOW.**

**F. WHAT TO DO IF REPAIRS ARE NEEDED.**

- 1. BREAKDOWN INSTRUCTIONS.** In the event of a Breakdown of the Covered Vehicle, We recommend You locate a Repair Facility of Your choice, or contact Customer Service directly for assistance in finding a nearby Repair Facility.
  - a. Customer Service Number/Repair Facility Instructions. 1-833-668-7848 – Option 2 for Mechanical Claims.**
  - b. Service Hours. 7:00 a.m. – 7:00 p.m. Monday–Friday Mountain Time Zone**
- 2. EMERGENCY REPAIR INSTRUCTIONS:** In the event that a Breakdown of a Covered Part occurs when Our office is closed and emergency repairs are necessary, You may commence with emergency repairs with the Repair Facility without securing Our prior authorization. However, You or the Repair Facility must notify Us of the repairs as soon as Our office

reopens. You must submit written information and documentation concerning the Breakdown and repairs no later than thirty (30) days after the Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this Contract, and nothing herein authorizes repairs not otherwise covered by the Service Contract Coverage.

Emergency repairs are those required because the Covered Vehicle is inoperable or unsafe to drive. The Covered Part(s) must be available for inspection when Our office reopens if We determine any inspection is advisable or necessary. You agree to comply with any requests in a timely manner to ensure that Our inspectors are able to complete a thorough investigation of Your claim, including making the Covered Vehicle available for inspection. The failure to comply with any such requests may result in a denial of Your claim.

#### **G. RESPONSIBILITIES FOR SERVICE AND MAINTENANCE.**

1. You must perform maintenance services to the Covered Vehicle, at the proper intervals, as required by the Covered Vehicle Owner’s Manual. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage. If You do not have an Owner’s Manual, contact the Covered Vehicle’s manufacturer to obtain one or contact Us directly for assistance.
2. You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving the Covered Vehicle. You are required to safely pull the Covered Vehicle off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.
3. If You experience a Breakdown, You agree to:
  - a. Use all reasonable means to protect the Covered Vehicle from further damage.
  - b. Notify Us as soon as possible.
  - c. Authorize the Repair Facility to perform necessary diagnostic work and provide “teardown authorization” so that the Repair Facility can provide an accurate diagnosis and estimate of repairs.
  - d. Obtain authorization from Us prior to beginning any repairs covered by the Membership except when Our office is closed, and emergency repairs are necessary (See Section 6(F)).
  - e. You must pay for all diagnostic disassembly, service, repair, and other charges not authorized by Us.

#### **SECTION 7. CANCELLATION.**

- A. **BY YOU.** You may cancel this Contract at any time. To cancel, contact Customer Service or login to Your account through Your login portal on the Website or the App. Cancellation by You will take effect upon the next Payment Date.
- B. **BY US.** If We cancel this Contract, We will mail You written notice to Your last known address in Our records at least thirty (30) days prior to cancellation (the “Cancellation Notice”); provided however, that prior notice is not required if the reason for the cancellation is nonpayment of any Payment Amount or the One-Time Activation Fee, if required, or a material misrepresentation by You to Us relating to the Vehicle or its use.

**1. WE MAY CANCEL ANY PLAN FOR THE FOLLOWING REASONS:**

- a. If there has been a material misrepresentation or fraud by You.
- b. If You do not pay the Payment Amount on or before the Payment Date.
- c. If We cease to operate.

**2. WE MAY CANCEL THE ONUST CONNECT PLUS AND ONUST CONNECT TECH PLAN FOR THE FOLLOWING REASONS:**

- a. If You have failed to maintain the Covered Vehicle as prescribed by the manufacturer.
- b. If the Covered Vehicle’s odometer has been tampered with or disabled and You have failed to repair the odometer.
- c. If You use the Covered Vehicle in violation of any law.

**C. EFFECT OF CANCELLATION.** If You cancel this Contract, You will continue to have access to the Membership until the next Payment Date. If We cancel this Contract, cancellation of the Plan and the benefits under the Plan will be deemed to have occurred on the effective date of cancellation as provided in the Cancellation Notice. You may be entitled to a refund upon cancellation as outlined in Section 8 below.

If You are an active member of the United States Armed Forces and are called to duty at any time during the Term, You may defer this Contract by sending an email to support@onust.com with: “Military Deployment Deferral Request,” Your member number, and the dates of deployment in the subject line. All Payments shall be suspended until You send Us notice of Your return from active duty (the “Return Notice”). The Membership shall be suspended until We receive the Return Notice. Payments shall resume as normal beginning on the date we receive the Return Notice.

If this Contract has been cancelled or has otherwise been terminated as provided herein, You may renew the Membership by remitting to Us the Payment Amount and the One Time Activation Fee, if applicable. Upon renewal, We will send You an updated Registration Section and/or Contract that reflects the terms applicable to the Membership and/or the Plan at the time of the renewal.

**SECTION 8. REFUNDS.** The benefits under this Contract will be in full force and effect for the entirety of any month for a monthly Membership and for the full calendar year for a yearly Membership in which We receive the full Payment. If You or We cancel this Contract within thirty (30) days after the Coverage Start Date, the Activation Fee (if any) and any Payment made shall be fully refunded; provided, however, that if any claims have been made, such refund will be prorated based on the number of days remaining in the Term. If this Contract is cancelled for any reason after the first thirty (30) days of the Coverage Start Date, the Activation Fee and each Payment are **NON-REFUNDABLE**, and there are no credits for partially used periods. If We fail to pay any refund required or permitted by this Section 8 within thirty (30) days after this Contract is canceled, We will be subject to pay a penalty of ten percent (10%) of the original refund amount due each month until You receive the refund.

**SECTION 9. GOVERNING LAW; DISPUTES.** The terms and conditions of this Contract are based on the state where it was purchased. Some terms vary from state to state and You should review



the entire Contract, including the State Specific Endorsements contained in Schedule B, for applicability to You.

- A. This Contract requires binding arbitration if there is an unresolved dispute between You and Us concerning this Contract (including the Cost of, or lack of, or actual repair or replacement arising from a Breakdown). You give up Your right to resolve any dispute arising from this Contract by a judge and/or a jury. You also agree not to participate as a class representative or class customer in any class action litigation, any class arbitration, or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom shall be an independent, neutral, third party) will give a decision after hearing. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. Unless prohibited by applicable law, any dispute on the application of this provision will be made by the local court of law in the county and state where the Seller is located. If the Seller is no longer in operation, any dispute shall be brought in the City and County of Denver, Colorado. Notwithstanding this provision, You are not prohibited from bringing an action in small claims court to resolve Your dispute.
- B. The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Contract. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the: (i) date the Breakdown occurred; (ii) date the dispute arose; or (iii) expiration of the applicable statute of limitations period, whichever is longest. You and We will each separately select an arbitrator. The two (2) arbitrators will select a third (3rd) arbitrator called an “umpire.” All costs and expenses of the arbitration will be shared equally by You and Us. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. 1, et seq.) and not by any state law concerning arbitration. Except as otherwise required by applicable law, the laws of the State of Colorado (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Contract and all transactions contemplated by this Contract, including, without limitation, the validity, interpretation, construction, performance, and enforcement of this Contract.

## **SECTION 10. GENERAL PROVISIONS.**

- A. This is not a contract of insurance and this Contract is not a warranty or guarantee. The purchase of this Contract is optional and is not required in order to finance, lease, or purchase a motor vehicle, or for any other reason. The purchase of this Contract is not required as a condition of a loan or a condition for the sale of any property.
- B. This Contract is non-transferable. However, in the event of Your death during the Term, the benefits of the Membership will be available to Your spouse, domestic partner, or legal representative for the remainder of the then-current Term.
- C. **ENTIRE AGREEMENT.** Verbal statements made by anyone contrary to this Contract’s provisions shall be of no effect. Any modification, alteration, or change to the preprinted terms and conditions of this Contract is invalid and of no force or effect unless in a writing signed by an officer of Triple Protection Auto Care, Inc.
- D. **SEVERABILITY.** In the event that any provision of this Contract should be held to be void, voidable, or unenforceable, such provision shall be modified to the minimum extent necessary to make such provision enforceable, and the remaining portions shall remain in full force and

effect to the extent that the benefits conferred on the parties hereto by this Contract remain substantially unimpaired.

- E. **SUBROGATION.** If We pay for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. We shall recover only the excess after You are fully compensated for Your loss.
- F. **NOTICES.** Any notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when received when given personally, by facsimile, or by electronic mail, or upon acceptance or refusal for delivery after being placed in the United States mail, registered or certified, return receipt requested, postage prepaid, to the parties' respective addresses as set forth in this Contract

## SCHEDULE A

### DISCLOSURES AND ACKNOWLEDGMENTS

By signing below, You acknowledge and agree to the following:

- (1) You have read and accept the provisions of this Contract as a complete statement of Your benefits and rights, and You are not relying on any writings other than this Contract or any other representations or promises, whether verbal or otherwise.
- (2) You represent and warrant that You and/or Your counsel have been given a full and fair opportunity to review the Registration Section and this Contract before execution, and that the information contained is correct and that it accurately reflects the Plan that You have selected.
- (3) This Contract may be delivered electronically, and You agree to receive this Contract electronically to the email address provided in the Registration Section. Triple Protection Auto Care, Inc. shall maintain proof of delivery with respect to any documents delivered to You electronically.
- (4) You understand that the purchase of this Contract is not required to either purchase, lease, or obtain financing for the Vehicle(s). **THIS IS NOT AN INSURANCE CONTRACT, AN AUTOMOBILE LIABILITY, NOR A PHYSICAL DAMAGE POLICY AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW.**

Except as otherwise provided herein, this Contract requires the parties to submit to binding arbitration to resolve any disputes arising out of the same. By signing below, You acknowledge that: (1) You are waiving Your right to seek remedies in court, including Your right to a trial by jury; (2) pre-arbitration discovery is generally more limited than and different from court proceedings; and (3) arbitration awards are generally final and binding, and that Your ability to have a court reverse or modify an arbitration award is very limited.

\_\_\_\_\_

Member Signature

\_\_\_\_\_

Date

## SCHEDULE B

### STATE SPECIFIC ENDORSEMENTS

Regulation of service **Contracts** vary from state to state. This **Contract** is not valid in the States of California or Florida. The following state specific provisions apply if this **Contract** was purchased in one of the following states:

**ALABAMA. Section 8 is amended to add:** Any refund due to **You** under this **Contract** may be credited to any outstanding balance of **Your** account, and the excess, if any, shall be refunded to **You**.

**ALASKA. Section 7 Cancellation By Us** is replaced in its entirety with the following: If **We** cancel the **Membership**, **We** will mail **You** written notice to the last known address in **Our** records at least thirty (30) days prior to cancellation (the “**Cancellation Notice**”); provided, however, that prior notice of the cancellation is not required if the reason for cancellation is nonpayment of the **Payment** or the **One Time Activation Fee**, if required, or fraud or a material misrepresentation by **You** in obtaining this **Contract** or in pursuing a claim under this **Contract**. **The Cancellation Notice shall state the effective date of and reason for cancellation. We** may only cancel this **Contract** for: (1) non-payment of the **Payment** or the **One Time Activation Fee**, if any; (2) **Your** conviction of a crime having as one of its necessary elements an act increasing a hazard covered by this **Contract**; (3) **Our** discovery of fraud or material misrepresentation made by **You** in obtaining this **Contract** or by **You** in pursuing a claim under this **Contract**; (4) **Our** discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Contract**; (5) physical changes in the **Covered Vehicle** that result in the **Covered Vehicle** becoming ineligible for Coverage under this **Contract**; or (6) a substantial breach of **Your** duties related to the **Covered Vehicle** or its use.

**ARIZONA. Section 6(D), is amended to include the following language: Pre-Existing Conditions are excluded only if the conditions were either known or would have been known by visually inspecting, operating, or testing the covered property.** Section 7 **Cancellation** is amended to include the following language: **This Contract may not be cancelled or voided due to Our acts or omissions, or the acts or omissions of Our assignees or subContractors, or for any failure of any of the foregoing to provide correct information or their failure to perform the services or repairs provided in a timely, competent, and workmanlike manner. We cannot cancel this Contract due to any misrepresentation by Us, the Seller, or any person selling this Contract on Our behalf.** The arbitration provision under Section 9 does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, **You** may contact the Arizona Department of Insurance at 2910 North 44th Street, 2nd Floor, Phoenix, Arizona 85018-7256, ATTN: Consumer Affairs or online at [insurance.az.gov](http://insurance.az.gov).

**CONNECTICUT. You** may cancel this **Contract** if the **Covered Vehicle** is sold, lost, stolen, or destroyed. Cancellation in such an event will take effect immediately. This **Contract** does not provide for any in-home services. Section 3(E) is amended to add: This **Contract** will not expire while the **Covered Vehicle** is in a repair facility for a covered Breakdown. Section 9 is amended to add: Prior to initiating any alternative dispute resolution, **You** shall make reasonable efforts to resolve any dispute with **Us** over the terms of this **Contract**. If **You** are still not satisfied after **You** have made an effort to resolve any such dispute with **Us**, **You** may submit the dispute in accordance

with the Resolution of Disputes language as stated in Connecticut Agencies Regulations § 42-260-1, et. seq. to the Connecticut Insurance Department at: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, ATTN: Consumer Affairs, and include a copy of this **Contract**, the amount of the **Payment** and **One Time Activation Fee**, if any, the **Cost** of any repair of the **Covered Vehicle**, and provide any detail about attempts to resolve the dispute. Section 9 is further amended to add: If an arbitration proceeding is brought in connection with this **Contract**, **You** may, at **Your** option, have the arbitration proceeding held at a location in closest proximity to **Your** permanent residence in the State of Connecticut.

**GEORGIA.** Exclusion 7 of **NON-COVERED CONDITIONS** of **Section 6(D)** shall only apply to those alterations made subsequent to **Your** purchase of the **Covered Vehicle**. **Section 7 Cancellation by Us** is amended by adding the **Cancellation Notice** shall conform to the requirements of O.C.G.A § 33-24-44. The reasons for cancellation under **Cancellation by Us** are deleted in their entirety and replaced with the following language: The **ONUST CONNECT PLUS Plan and the ONUST CONNECT TECH Plan** may only be cancelled by **Us** due to: (1) a material misrepresentation or fraud by **You**; or (2) in the event **You** do not pay the **Payment Amount** on or before the **Payment Date**. Section 8 is amended to add: If **We** fail to refund the unearned consideration under the **ONUST CONNECT PLUS Plan and ONUST CONNECT TECH Plan**, **You** have the right to receive the refund directly from Sentruity Casualty Company, with a business address of 1345 Enclave Parkway, Houston, Texas 77077, and toll-free number: 1-877-591-8046 ("**Sentruity**"). The alternative dispute resolution provision in Section 9 is deleted in its entirety.

**HAWAII.** Section 7 **Cancellation By Us** is replaced in its entirety with the following: If **We** cancel the **Membership**, **We will mail You written notice to the last known address in Our records at least thirty (30) days prior to cancellation** (the "**Cancellation Notice**"); provided, however that prior notice of cancellation shall not be required if the cancellation is due to: (1) **Your** non-payment of any **Payment** or the **One Time Activation Fee**, if required; (2) a material misrepresentation made by **You** to **Us**; or (3) a substantial breach of **Your** duties under this **Contract** relating to the **Vehicle** or its use.

**IDAHO.** Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guaranty Association.

**INDIANA.** This **Contract** is not subject to Indiana insurance law.

**IOWA.** If **You** have questions regarding this **Contract**, **You** may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319-0065 or online at: <https://iid.iowa.gov/insurance-consumer-complaint>.

**LOUISIANA.** This **Contract** is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding this **Contract** may be directed to the Louisiana Attorney General. Section 7 is amended to add that prior notice is not required if the cancellation is due to a substantial breach of **Your** duties under this **Contract** relating to the **Vehicle** or its use.

**MAINE.** The refund provision in Section 8 shall not apply if the reason for the cancellation is due to **Your** non-payment of any **Payment** or the **One Time Activation Fee**, if applicable. Section 7 **Cancellation By Us** is replaced in its entirety with the following: If **We** cancel the **Membership**, **We will mail You written notice to the last known address in**

**Our** records at least fifteen (15) days prior to cancellation (the “**Cancellation Notice**”). The **Cancellation Notice** shall state the effective date of and reason for cancellation.

**MARYLAND.** The Term shall automatically extend if **We** fail to perform **Our** obligations to **You** under this **Contract**, and this **Contract** shall not terminate until **We** have fulfilled **Our** obligations to **You** in accordance with the terms of this **Contract**. **We** shall have no obligation to **You** under this **Contract** if **We** show that damage or unreasonable use, including failure to provide any reasonable and necessary maintenance required by this **Contract**, caused the **Vehicle** to malfunction or caused **Our** inability to provide any service under this **Contract**, unless the damage or unreasonable use was caused while the **Vehicle** was in **Our** possession.

**MASSACHUSETTS.** **Coverage** under this **Contract** may duplicate express manufacturer or seller warranties that automatically come with the sale of the **Vehicle**. **We** may require that **You** pursue other warranties that are available to **You** outside of this **Contract**. Section 7 is amended to add that the **Cancellation Notice** is not required if the cancellation is due to a substantial breach of **Your** duties under this **Contract** relating to the **Vehicle** or its use.

**MICHIGAN.** If **Our** performance under this **Contract** is interrupted because of a strike or work stoppage at **Our** place of business, the **Term** shall be extended for the period of the strike or work stoppage.

**MINNESOTA.** Section 7 **Cancellation By Us** is replaced in its entirety with the following: If **We** cancel the **Membership**, **We** will mail **You** written notice to the last known address in **Our** records at least fifteen (15) days prior to cancellation (the “**Cancellation Notice**”). **We** may mail the **Cancellation Notice** five (5) days prior to cancellation if the reason for cancellation is nonpayment of the **Payment** or the **One Time Activation Fee**, if required, or a material misrepresentation by **You** in obtaining this **Contract** or in pursuing a claim under this **Contract**, or a substantial breach of **Your** duties under this **Contract** relating to the **Vehicle** or its use. The **Cancellation Notice** shall state the effective date of the cancellation and the reason for the cancellation.

**MISSISSIPPI.** Section 8 is amended to add: If **We** cancel this **Contract** due to non-payment of any **Payment** or the **One Time Activation Fee**, if any, **You** will not be entitled to any refund. Section 7 **Cancellation By Us** is replaced in its entirety with the following: **We** may only cancel this **Contract** for: (1) **Your** non-payment of any **Payment** or the **One Time Activation Fee**, if required; (2) a material misrepresentation made by **You** to **Us**; or (3) a substantial breach of **Your** duties under this **Contract** relating to the **Vehicle** or its use. If **We** cancel the **Contract**, **We** will mail **You** written notice to the last known address in **Our** records at least thirty (30) days prior to cancellation (the “**Cancellation Notice**”). The **Cancellation Notice** shall state the effective date of the cancellation and the reason for the cancellation. Section 9 is amended to add: Should **You** need any additional information regarding the binding arbitration provision in this **Contract**, **You** may contact **our** toll free assistance line at: [1-833-668-7848].

**MISSOURI.** Section 7 (A) is amended to add: If **You** cancel after the first thirty (30) days from the **Coverage Start Date**, then **We** shall mail written notice of this cancellation to **You** within forty-five (45) days of the date of this **Contract** is cancelled.

**MONTANA.** Section 7 **Cancellation By Us** is amended to add: Prior notice of cancellation shall not be required if the reason for cancellation is a substantial breach of **Your** duties

under this **Contract** relating to the **Vehicle** or its use.

**NEBRASKA.** Section 9 is deleted and replaced in its entirety with the following: **You** agree to make reasonable efforts to resolve any dispute with **Us** over the terms of this **Contract** before initiating any claim in a court of law. If a settlement for a claim dispute cannot be reached with **Us**, **We** may elect arbitration only by mutual agreement, which shall only be binding by **Your** consent. Any such arbitration will take place under the laws of the State of Nebraska and will be held in the **Your** county of residence.

**NEVADA.** If **You** are not satisfied with the manner in which **We** handle **Your** claim under the **Contract**, **You** may contact the Nevada Commissioner of Insurance by calling: 1-(888) 872-3234. Section 8 is amended to require that any penalty required of **Us** due to **Our** failure to pay **You** any refund due to **You** under this **Contract** shall be due each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Section 7 **Cancellation By Us** is replaced in its entirety with the following: **We** may cancel this **Contract** for any reason for seventy (70) days following the **Coverage Start Date**. After the seventy-first (71st) day following the **Coverage Start Date**, **We** may only cancel this **Contract** upon: (1) **Your** failure to pay when due any **Payment** or the **One Time Activation Fee**, if any; (2) **Your** conviction of a crime that results in an increase in the service required under this **Contract**; (3) **Our** discovery of fraud or a material misrepresentation by **You** in obtaining this **Contract** or in presenting a claim for service hereunder; (4) **Our** discovery of (a) **Your** act or omission, or (b) **Your** violation of any condition of this **Contract**, which occurred after the **Coverage Start Date** and which substantially and materially increases the service required under this **Contract**; or (5) a material change in the nature or extent of the required service or repair which occurs after the **Coverage Start Date** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this **Contract** was issued or sold. If **We** cancel this **Contract**, **We** will send **You** notice of cancellation (the “**Cancellation Notice**”) by certified mail to the last known address in **Our** records at least fifteen (15) days prior to the effective date of such cancellation. The **Cancellation Notice** shall state the effective date of and reason for cancellation.

**NEW HAMPSHIRE.** This **Contract** is not subject to the New Hampshire Insurance Guaranty Association Act of 2004 (N.H.R.S.A. § 404-H:1, et seq.). **You** have the right to bring an action to enforce the terms of this **Contract** or otherwise challenge the denial of any claim that **You** believe is wrongful. The alternative dispute resolution procedures set forth in Section 9 are subject to N.H.R.S.A. § 542:1, et seq. Any civil action or alternative dispute resolution procedure brought in connection with this **Contract** shall be brought in the State of New Hampshire. In the event that **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at: 21 South Fruit Street Suite 14, Concord, New Hampshire 03301, or by calling (603) 271-2261.

**NEW JERSEY.** Section 7 **Cancellation By Us** is amended to add: Prior notice of cancellation shall not be required if the reason for cancellation is a substantial breach of **Your** duties under this **Contract** relating to the **Vehicle** or its use.

**NEW MEXICO.** If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674. Section 8 is amended to require that any penalty required of **Us** due to **Our** failure to pay **You** any refund due to

**You** under this **Contract** shall be due each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Section 7 **Cancellation By Us** is replaced in its entirety with the following: **We** may cancel this **Contract** for any reason for seventy (70) days following the **Coverage Start Date**. After the seventy-first (71st) day following the **Coverage Start Date**, **We** may only cancel this **Contract** upon: (1) **Your** failure to pay when due any Payment or the **One Time Activation Fee**, if any; (2) **Your** conviction of a crime that results in an increase in the service required under this **Contract**; (3) **Our** discovery of fraud or a material misrepresentation by **You** in obtaining this **Contract** or in presenting a claim for service hereunder; or (4) **Our** discovery of (a) **Your** act or omission, or (b) **Your** violation of any condition of this **Contract**, which occurred after the **Coverage Start Date** and which substantially and materially increases the service required under this **Contract**. If **We** cancel this **Contract**, **We** will send **You** notice of cancellation (the “**Cancellation Notice**”) by certified mail to the last known address in **Our** records at least fifteen (15) days prior to the effective date of such cancellation. The **Cancellation Notice** shall state the effective date of and reason for cancellation.

**NEW YORK. Section 6(B) is amended to add:** Rental car coverage shall only apply when rental coverage is needed due to repairs due to a defect in materials or workmanship or wear and tear (and not the happening of fortuitous events such as an accident), as incidental damages to those covered under this **Contract**. The Travel Expenses provision is deleted in its entirety. Section 7 **Cancellation By Us** is amended to add: Prior notice of the cancellation shall not be required if the reason for cancellation is a substantial breach of **Your** duties under this **Contract** relating to the Vehicle or its use.

**NORTH CAROLINA. Section 7 Cancellation By Us is replaced in its entirety with the following:** **We** may only cancel this **Contract**: (1) if **You** directly violate any term or condition of this **Contract**; or (2) for **Your** non- payment of any Payment or the **One Time Activation Fee**, if any. If **We** cancel this **Contract**, **We** will send **You** notice of cancellation (the “**Cancellation Notice**”) by certified mail to the last known address in **Our** records. The **Cancellation Notice** shall state the effective date of and reason for cancellation. Section 10 is amended to add the following section: Prior to the expiration or earlier termination of this **Contract** for any reason, this **Contract** may be assigned or transferred to a subsequent purchaser of the **Covered Vehicle** (who is not a licensed seller of motor vehicles) provided the **Covered Vehicle** continues to meet the qualifications for an Eligible Vehicle on the date of assignment or transfer.

**OHIO.** This **Contract** is not subject to the insurance laws of the State of Ohio.

**OKLAHOMA. Our** Oklahoma Service Warranty License Number is: 864974. **Coverage** afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. This **Contract** is not issued by the manufacturer or a wholesale company marketing the **Vehicle** or any part thereof and will not be honored by such manufacturer or wholesale company. Oklahoma servicewarrantystatutesdonotapplytocommercialuserreferenceinservicewarrantyagreements.

**OREGON.** Any reference to **We, Us, Our,** or **Triple Protection Auto Care, Inc.** in this **Contract** shall be replaced with the word “**Obligor.**” **Obligor** is not subject to the Oregon Insurance Code and is not required to belong to the Oregon Insurance Guaranty Association. The alternative dispute resolution procedures set forth in Section 9 shall be subject to Oregon’s Mandatory Arbitration Program and O.R.S. § 36.100, et seq..



**SOUTH CAROLINA.** Section 7 **Cancellation By Us** is amended to add: Prior notice of the cancellation shall not be required if the reason for cancellation is a substantial breach of **Your** duties under this **Contract** relating to the **Vehicle** or its use. This **Contract** is not an insurance **Contract**. In the event of a dispute with **Us** under this **Contract**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201, or by phone at (800) 768-3467.

**TEXAS.** This **Contract** is regulated by the Texas Department of Licensing and Regulation (the “**Department**”). Unresolved complaints concerning providers and administrators or questions concerning the regulation of service **Contract** providers and administrators may be directed to the **Department** at: P.O. Box 12157, Austin, Texas 78711, or by phone: (512) 463-6599 or 1-800-803-9202 (toll free in Texas). **Our** Texas Service **Contract** Provider Registration Number is #670. Section 7 **Cancellation By Us** is amended to add: Prior notice of the cancellation shall not be required if the reason for cancellation is a substantial breach of **Your** duties under this **Contract** relating to the Vehicle or its use.

**UTAH.** This **Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Coverage** afforded under this **Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. **Failure to give any notice or file any proof of loss required by this Contract within the time specified herein shall not invalidate Your claim if You show that it was not reasonably possible for You to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible.** Section 6(E) is amended to add: In the event **You** or the **Repair Facility** do not notify **Us** of the repairs as soon as **Our** office reopens, **You** agree to notify **Us** of any repairs as soon as reasonably possible. The mandatory arbitration provisions in this **Contract** shall not apply to residents of the State of Utah. Section 9 is amended to add: Arbitration involving a resident of the State of Utah shall be non-binding. Arbitration proceedings shall be conducted in the county in which **You** reside. Nothing contained in this **Contract** shall be deemed to deprive Utah courts of jurisdiction over an action against **Us**. Section 7 **Cancellation By Us** is replaced in its entirety with the following: **We** may only cancel this **Contract** upon: (1) a material misrepresentation made by **You** to **Us**; (2) a substantial change in **Our** risk assumed under this **Contract**, unless **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Contract**; (3) **Your** substantial breach of **Your Contractual** duties, conditions, or warranties; or (4) **Your** failure to pay when due any Payment or the **One Time Activation Fee**, if any. If **We** cancel this **Contract** for any reason other than **Your** non-payment, **we** will send **You** notice of cancellation (the “**Cancellation Notice**”) by certified mail to the last known address in **Our** records at least thirty (30) days prior to the effective date of such cancellation. If **We** cancel this **Contract** due to **Your** non-payment of the Payment or the **One Time Activation Fee**, if any, **We** will send the **Cancellation Notice** at least ten (10) days prior to the effective date of such termination. The **Cancellation Notice** shall state the effective date of and reason for cancellation.

**VERMONT.** Section 9 is amended to add: Any civil action brought in connection with this **Contract** may be brought in the State of Vermont.

**VIRGINIA.** If any promise made in this **Contract** has been denied or has not been honored

within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at: [www.vdacs.virginia.gov/food-extended-service-Contract-providers.html](http://www.vdacs.virginia.gov/food-extended-service-Contract-providers.html) to file a complaint.

**WASHINGTON.** Any waiver of **Your** right to participate as a class representative or class customer in any class action litigation, any class arbitration, or any consolidation of individual arbitrations shall not apply to residents of the State of Washington. The mandatory arbitration provisions in this **Contract** shall not apply to residents of the State of Washington. Section 9 shall be amended to add: Notwithstanding anything in this **Contract** to the contrary, any civil action brought in connection with this **Contract** may be brought in the courts of the State of Washington. Any arbitration proceedings brought in connection with this **Contract** may, at **Your** option, be held at a location in closest proximity to **Your** permanent residence in the State of Washington. Section 7 **Cancellation By Us** is replaced in its entirety with the following: If **We** determine the **Vehicle** does not qualify under the Plan within the first sixty (60) days following the **Coverage Start Date**, **We** may cancel this **Contract** by sending **You** a notice of such cancellation at **Your** last known address in **Our** records (the “**Cancellation Notice**”). After the sixty-first (61st) day following the **Coverage Start Date**, **We** may only cancel this **Contract** upon **Your** failure to pay when due any Payment or the **One Time Activation Fee**, if any. The **Cancellation Notice** shall state the effective date of and reason for cancellation. **You represent that You have read and understand: (1) the conditions needed to maintain coverage under this Contract under Section 6(F); (2) the claim filing procedure under Section 6(F); (3) the work and parts covered under Sections 4, 6(A); (4) any exclusions of coverage under Section 6(D); and (5) Your right to return this Contract for a refund as provided under Section 8.**

You must initial here: \_\_\_\_\_

**WISCONSIN.** THIS **Contract IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE.** References to “powertrain” and “drivetrain” in Section 6 are deleted. Section 6(E) is amended to add: **You** should report any emergency repairs as soon as **Our** office reopens; however, **You** may notify **Us** of any repairs up to 365 days from the date of the repair. Section 7 **Cancellation By You** is amended to add: In the event of a total loss of the **Vehicle** that is not covered by a replacement of the **Vehicle** pursuant to the terms of this **Contract**, **You** shall be entitled to cancel this **Contract** and receive a pro rata refund of any unearned Payment, less any claims paid. Section 7 **Cancellation By Us** is replaced in its entirety with the following: **We** may only cancel this **Contract** upon: (1) a material misrepresentation made by **You** to **Us**; (2) **Your** substantial breach of **Your** duties under this **Contract** relating to the **Vehicle** or its use; or (3) **Your** failure to pay when due any Payment or the **One Time Activation Fee**, if any. If **We** cancel this **Contract**, **We** will send **You** notice of cancellation (the “**Cancellation Notice**”) by certified mail to the last known address in **Our** records at least five (5) days prior to the effective date of such cancellation. The **Cancellation Notice** shall state the effective date of and reason for cancellation.

**WYOMING.** The mandatory arbitration provisions in this **Contract** shall not apply to residents of Wyoming. Section 9 is amended to add: Any arbitration proceeding brought in connection with this **Contract** may, at **Your** option, be held at a location in closest proximity to **Your** permanent residence in the State of Wyoming. Any civil action brought in connection with this **Contract** may be brought in the courts of the State of Wyoming. The Section 7 **Cancellation By Us** is amended

to add: Prior notice of cancellation shall not be required if the reason for cancellation is a substantial breach of **Your** duties under this **Contract** relating to the **Covered Vehicle** or its use.

This form can be used in only the following states: AL, AK, AZ, CT, GA, HI, ID, IN, IA, LA, MD, MA, MI, MN, MS, MT, NE, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, SC, TX, UT, VT, VA, WA, WI, WY.

FACTS	WHAT DOES TRIPLE PROTECTION AUTO CARE, INC. DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	Financial companies choose how they share <b>Your</b> personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires <b>Us</b> to tell <b>You</b> how <b>We</b> collect, share, and protect <b>Your</b> personal information. Please read this notice carefully to understand what <b>We</b> do.
<b>What?</b>	The types of personal information <b>We</b> collect and share depend on the product or service <b>You</b> have with <b>Us</b> . This information can include: <ul style="list-style-type: none"> <li>■ Social Security number and income</li> <li>■ Account balances and payment history</li> <li>■ Credit history and employment information</li> </ul> When <b>You</b> are no longer <b>Our</b> customer, <b>We</b> continue to share <b>Your</b> information as described in this notice.
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, <b>We</b> list the reasons financial companies can share their customers' personal information; the reasons Triple Protection Auto Care, Inc. chooses to share; and whether <b>You</b> can limit this sharing.

Reasons We can share Your personal information	Does Triple Protection Auto Care, Inc. share?	Can You limit this sharing?
For <b>Our</b> everyday business purposes – such as to process <b>Your</b> transactions, maintain <b>Your</b> account(s), respond to court orders and legal investigations, or report to credit bureaus	No	No
For <b>Our</b> marketing purposes – to offer <b>Our</b> products and services to <b>You</b>	No	No
For joint marketing with other financial companies	No	No
For <b>Our</b> affiliates' everyday business purposes – Information about <b>Your</b> transactions and experiences	No	We don't share
For <b>Our</b> affiliates' everyday business purposes– Information about <b>Your</b> creditworthiness	No	We don't share
For <b>Our</b> affiliates to market to <b>You</b>	No	We don't share
For nonaffiliates to market to <b>You</b>	No	We don't share

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Who We are	
Who is providing this notice?	Triple Protection Auto Care, Inc.
What We do	
How does Triple Protection Auto Care, Inc. protect my personal information?	To protect <b>Your</b> personal information from unauthorized access and use, <b>We</b> use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Triple Protection Auto Care, Inc. collect my personal information?	<b>We</b> collect <b>Your</b> personal information, for example, when <b>You</b> <ul style="list-style-type: none"> <li>■ Apply for financing</li> <li>■ Give <b>Us</b> <b>Your</b> income information or provide employment information</li> <li>■ Provide account information or give <b>Us</b> <b>Your</b> contact information</li> </ul> <b>We</b> also collect <b>Your</b> personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives <b>You</b> the right to limit only <ul style="list-style-type: none"> <li>■ Sharing for affiliates' everyday business purposes–information about <b>Your</b> creditworthiness</li> <li>■ Affiliates from using <b>Your</b> information to market to <b>You</b></li> <li>■ Sharing for nonaffiliates to market to <b>You</b></li> </ul> State laws and individual companies may give <b>You</b> additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ Triple Protection Auto Care, Inc. has no affiliates.</li> </ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ Triple Protection Auto Care, Inc. does not share with nonaffiliates so they can market to <b>You</b>.</li> </ul>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to <b>You</b> . <ul style="list-style-type: none"> <li>■ <b>Our</b> joint marketing partners include finance companies.</li> </ul>
Questions?	<b>Contact Triple Protection Auto Care, Inc.</b> Address: 7200 South Alton Way, Suite C200, Centennial, CO 80112 Phone: 1-877-963-9372.