

OUTDOOR FURNITURE PROTECTION PLAN

REGISTRATION PAGE

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SECTION 1. CUSTOMER INFORMATION

Customer Last Name	Customer First Name	Middle Initial	E-Mail Address	
Address	Apt #, Suite #	City	State	Zip
Customer Primary Phone #	Customer Mobile Phone #			

SECTION 2. RETAILER/SELLER INFORMATION

Retailer/Seller Name	Address	City	State	Zip
Phone #	Store #			

SECTION 3. CONSUMER GOODS PRODUCT INFORMATION

Covered Product Description		
Manufacturer/Make	Model #	
Serial #	Product Purchase Date	Product Purchase Price

SECTION 4. COVERAGE

Term _____ Years	Contract Purchase Date	Contract Purchase Price
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SECTION 5. OTHER IMPORTANT INFORMATION

1. THIS IS NOT AN INSURANCE CONTRACT. - The rights, privileges and/or conditions governing this Agreement may vary in the state in which it was purchased. If so, a special state disclosure amending such rights, privileges and/or conditions will appear in the SPECIAL STATE DISCLOSURES section of this Agreement. - The Retailer/Seller identified above is entitled to receive compensation from Us for services rendered with the sale of this Agreement. - You are not required to purchase this Agreement as a condition of a loan or a condition for the purchase of the Product. - You agree that the Administrator can contact You using the above contract information regarding any Claim You may file or to advise You of other products the Administrator markets. You have the right to opt-out of any marketing messaging by calling Administrator at [_____] or going to Administrator's website at [_____] and follow the applicable instructions.
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Obligor and Provider: First Shield Consumer Service Corporation 2345 Grand Blvd, Suite 900 Kansas City, Missouri 64108	Customer Service Toll-Free Number: [833-739-2987]
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OUTDOOR FURNITURE PROTECTION AGREEMENT
GENERAL TERMS AND CONDITIONS

DEFINITIONS. Where used in this Agreement the terms below shall have the following meaning:

“Administrator” The company responsible for administrating benefits to You in accordance with the Protection Agreement terms and conditions is Seel Warranty Services, Inc, who can be contacted at 447 Sutter St, Suite 405, #1122, San Francisco, CA, 94108, Toll Free Phone Number **844-696-1217**.

“Obligor/Provider” “We”, “Us” and “Our” The company obligated under this Protection Agreement is First Shield Consumer Service Corporation located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108 833-739-2987. In Florida, the Obligor is First Shield Consumer Service Corporation of Florida located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, Florida Company Code 43785 833-739-2987.

“You” or “Your” means the consumer or purchaser of the Furniture covered by this Agreement including the lessor of the Furniture (“Lessor”), if the Furniture was acquired under a lease-to-own arrangement (“LTO Arrangement”).

“Protection Agreement”, “Agreement” and “Plan”: The specific “Coverage Plan Option” under this Agreement that You have selected and purchased, as confirmed on Your Sales Receipt/Invoice.

“Product” or “Products” means the furniture care kit and other protection and repair products or advice that We may provide.

“Retailer” and “Selling Entity”: The authorized seller of the Furniture and this Protection Agreement.

“Furniture” means the single piece of new outdoor furniture covered in fabric, vinyl upholstery or solid surfaces, or some combination of the same that was purchased from the Retailer from whom you purchased this Agreement, where the Agreement was purchased on the same date and stated on Your Sales Receipt.

“Sales Receipt/Invoice” means the original purchase receipt that you received showing that you purchased this Agreement and that will describe, among other things, your Coverage Period and Furniture covered.

“Coverage Period” means the period of time that you are eligible for coverage under this Agreement beginning with the date of purchase of this Agreement (which must be the same date You purchased the Furniture) as stated on Your Sales Receipt and ending on the earlier of (i) three (3) or five (5) years, whichever is stated on Your Sales Receipt (ii) the date Your Furniture is replaced as provided in this Agreement, or (iii) Your cancellation of this Agreement as provided herein.

“Claim”: A request for service under the provisions of this Protection Agreement.

“LTO Arrangement”: means a lease to own arrangement

AGREEMENT TERM. The term for this Agreement is the Coverage Period, and coverage begins on the date this Agreement is purchased as shown on Your Sales Receipt.

AGREEMENT COVERAGE. Stains to the covered Furniture Item must be reported within thirty (30) days of discovery to the Administrator.

FOR ACCIDENTAL DAMAGE TO UPHOLSTERED FABRIC FURNITURE. We will repair or replace the qualifying Furniture due to or because of accidental damage from handling for the following:

- Food and Beverage Stains or Human or Pet Bodily Fluids

- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Liquid Marks and Rings
- Rips, Cuts or Punctures
- Glass Chipping, Breakage or Cracking
- Mechanical and Structural Breakdown to Fabric or Vinyl Upholstery and Solid Surface Furniture as a result of:
 - o Breakage of Frames, Welds or Panels from a single incident

(See Exclusions. You must report stains when they occur. Accumulation of stains is not covered.)

LTO ARRANGEMENTS. If the Furniture was initially acquired under a LTO Arrangement, any cash settlement or refund will be paid to the owner of the Furniture at the time the settlement is made. This will be the Lessor if You have not yet acquired ownership of the Furniture. In all other respects, the Lessee will retain a beneficial interest in this Agreement and all non-cash benefits described herein shall be rendered to the Lessee. Any owner obligations related to maintenance of the Furniture shall be the responsibility of the Lessee during the term of any LTO Arrangement except as provided by law. Any reference to purchased, sold, or similar terms shall include leased and its derivatives. Any reference to purchaser means the Lessee under the LTO Arrangement and not the Lessor.

HOW THIS AGREEMENT WORKS. If the new Furniture item covered by this Agreement becomes stained or damaged as described above during normal residential use and You cannot correct the damage using the recommended Products (before using, test in an inconspicuous area) and/or procedures provided by Us or the Retailer, the affected area will be cleaned. If We cannot remove the stain, the affected Furniture item will be replaced with the same or a similar Furniture item having an equal retail purchase price as the stained Furniture item. Service or replacement is limited only to the stained Furniture item and the Agreement does not transfer to the Furniture item replaced under this Agreement. Only the single Furniture item shown on the original receipt is eligible for coverage. This Agreement does not eliminate the need to use Products for routine care and maintenance of Your Furniture item, which shall be Your sole responsibility.

HOW TO FILE A CLAIM: Stain to the covered Furniture item must be reported within thirty (30) days of discovery to the Administrator. You can call the Seel Warranty Services, Inc toll-free number at **[844-696-1217]** or go online [<https://resolution.seel.com/>] with Your Sales Receipt/Invoice readily available. We will ask you to describe the problem Your Furniture is experiencing and provide any additional information or documentation to the Administrator to validate Your Claim. After confirmation of Your Claim eligibility under this Protection Agreement. You must have Your original receipt showing Your purchase of the covered Furniture item and this Agreement; the original copy of this Agreement or the unique Registration Number printed on this Agreement; the original delivery date of the covered Furniture item; and the discovery date of the stain. You shall reasonably cooperate with the Administrator in its efforts to perform its obligations under this Agreement. Failure to comply with the provisions in this Agreement may void any Claim. If We cannot resolve the problem, You will be directed to an authorized service center. THIS PROTECTION AGREEMENT DOES NOT REPLACE THE MANUFACTURER’S WARRANTY. **NOTE: YOU MUST OBTAIN PRIOR AUTHORIZATION IN ORDER TO RECEIVE COVERAGE FOR REPAIRS UNDER THIS AGREEMENT.** You may be required to ship the Furniture to a designated facility for inspection. If You have moved outside of the service area You will not be required to ship the Furniture to an inspection facility. We reserve the right to inspect the Furniture from time to time. Service will be provided during normal business hours and in the USA only.

THE SERVICE PROCESS: Upon receiving a Claim covered by this Agreement, We will provide repair advice and/or Products to aid in stain removal. If the stain persists, at Our discretion, You may receive a no

charge in-home visit by a professional technician. If the technician determines that cleaning must be performed off-site, the stained Furniture item will be removed and returned at no cost to You. With or without a technician visit, We may elect to replace the stained Furniture item. If the stained area cannot be cleaned, We will authorize replacement of the stained Furniture item. You may select a replacement Furniture item at a price equal to or less than that of the Stained Furniture item. We will not clean and will take no action to correct dye lot or texture variations arising from service or replacement of a Furniture item. This Agreement does not transfer to the replacement Furniture item. Replacement selections must be made at the original store of purchase or at a store operated by the Retailer. If the original Retailer is closed, out of business, or You have moved out of the Retailer's normal delivery area, this Agreement will be limited to repair service only. You may terminate this Agreement and You will receive a pro rata refund of the purchase price of the Agreement calculated based on the elapsed time since the commencement of the Agreement, less any Claims paid. If You financed the purchase of this Agreement any refund owed pursuant to this provision will be paid directly to the lender of record. If You purchased this Agreement under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property.

IMPORTANT EXCLUSIONS: We will not cover the following:

- [[Stains or damage to outdoor fire pits or heaters]]
- Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage
- Stains or damage caused by improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by Us or the Retailer specifically for the covered Furniture) or failure to comply with manufacturer's maintenance requirements.
- Stains or damage from acid, [bleach] caustic solutions, mildew, mold, rust, power washing, salt water and air exposure, or reoccurring damage as a result of lifestyles, even if otherwise covered by this Agreement
- Stains or damage as a result of continued or sustained bowel or urinary activity (incontinence)
- Odors Stains of unknown origin
- Fading of the upholstery, color loss, and/or discoloration
- Animal damage other than pet bodily fluids, such as damage from teeth, beaks or claws
- Normal wear and tear to fabrics and vinyl such as soiling from everyday use or which has built up over time including body oil, hair oil, suntan oil and/or lotions, perspiration, or darkened body contact areas
- Inherent design or structural defects in fabrics and vinyl including but not limited to, natural inconsistencies in upholstery
- Failure or loosening of threads or splitting of seams, stress tears, loss of foam resiliency, spring or coil damage, damage to zippers, pilling or fraying of upholstery or any stain or damage to decking or platform cloth
- Water damage by leaking appliances, water heaters, skylights, and pipes
- Wood surface scratch, gouge, dents or chips that do not penetrate through the finish
- [Natural stone and marble]
- Intentional damage or willful abuse or misuse of the covered Furniture
- Stains or damages incurred during, in the process of or resulting from delivery of the Furniture to you
- Any loss covered by homeowner's or renter's insurance
- Scratches on glass

- Furniture purchased for group homes, assisted living residences and nursing homes that is used by the general public for short term use
- Repair, replacement or maintenance in connection with operational or structural failure due to defects in materials or workmanship, normal wear and tear, or accidental damage from assembly
- Service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal RESIDENTIAL usage, such as, but not limited to, loss or damage due to misuse, abuse, unauthorized repair by others, collision with any other object, loss or damage resulting from failure to provide manufacturer's recommended maintenance or inspection, add-on products or accessories, attachments, rust corrosion, battery leakage, sand, dirt, rodent or insect infestation, damage or stains caused by acts of God, fire, water, smoke, windstorm, hail, earthquake, exposure to the sun or other heat source, exposure to the cold, theft, vandalism, negligence, riot, outside contractor (unless authorized through the SERVICE PROCESS) or any other peril
- Any breach of implied or expressed warranty of merchantability or fitness of the Furniture from the manufacturer or Retailer
- Initial or subsequent installation, assembly or hookup of Your Furniture is not covered
- Removal and reinstallation, except as determined by Us and authorized through the SERVICE PROCESS
- Any indirect, consequential or incidental damages, including loss or damage to person or property, arising from the use of, or inability to use, or from the repair or replacement of the Furniture
- Any and all pre-existing conditions that existed prior to the effective date of this Agreement
- "As is," "pre-owned," showroom-displayed, rental (other than an LTO Agreement), non-residential, in-home daycare businesses or commercial purposes
- Failure to use reasonable means to protect your Furniture from further damage after a Covered event occurs
- ANY CLAIM THAT IS COVERED OR SHOULD BE COVERED BY THE MANUFACTURER'S OR STORE WARRANTY
- General soiling or a gradual buildup or accumulation of dirt, dust, body oils, perspiration, and other damage that cannot be attributed to a single occurrence
- Any periodic checkups, preventative maintenance, lubrication, and general cleaning of nonfunctional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets or accessories used in conjunction with the covered Furniture, such as pillows and buttons
- Service where no problems are found, such as noises or squeaks
- Bursting or cracking of frames/welds, tubing and extrusion caused by exposure to moisture and freezing temperatures; frame/weld rusting
- Failures that occur outside the Fifty (50) States of the United States of America, District of Columbia, and it's Territories.
- Notwithstanding any provision to the contrary, this Agreement excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following- including any fear or threat thereof, whether actual or perceived:

- o Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); Or
- o Coronavirus (COVID-19) including any mutation or variation thereof; Or
- o Pandemic or Epidemic, as declared as such by the World Health Organization or any Governmental Authority.

MANUFACTURER'S RESPONSIBILITY. Parts and services covered during the manufacturer's warranty period are the responsibility of the original manufacturer of Your Furniture.

RENEWAL. This Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Agreement, the renewal price quoted will reflect the age of the Furniture and the prevailing service cost at the time of the renewal.

TRANSFERABILITY. This Agreement is not transferable.

LIMIT of LIABILITY. Our cost and liability to provide service, repair or replacement under this Agreement is limited to the lesser of the cost of authorized repairs or replacement of the covered Furniture item with a product of equal or similar features and functionality. In no event will the Our total liability for all repairs or replacement exceed the lesser of the original purchase price of the covered Furniture item excluding tax and delivery costs paid during the purchase of the covered Furniture (or) [\$15,000].

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, OR LOST TIME RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

DEDUCTIBLE. There is no deductible under this Agreement.

AGREEMENT PROVISIONS. This Agreement is not renewable or transferable and does not supersede any applicable manufacturer's warranty. You are the only person eligible for coverage under this Agreement. This Agreement shall not be voided by Us unless You have committed fraud or material misrepresentation in obtaining this Agreement or in presenting a Claim for service thereunder. If You financed the purchase of this Agreement any refund owed pursuant to this provision will be paid directly to the lender of record. Our failure to exercise rights under this Agreement does not waive those rights. If You purchased this Agreement under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the Furniture. Our failure to exercise rights under this Agreement does not waive those rights.

CANCELLATION. This Contract will automatically cancel and no longer be in force upon Your receipt or completion of benefits provided to You in accordance with the terms herein arising from any Claim. This Agreement may be cancelled by You for any reason, including, but not limited to, the Furniture covered by the Agreement being sold, lost, stolen or destroyed. To cancel the Protection Agreement, contact the Administrator toll-free at [844-696-1217] or go online [<https://resolution.seel.com/>]. If You cancel this Protection Agreement within the first thirty (30) days of the date this Protection Agreement was mailed to You, or within ten (10) days of delivery of this Agreement if delivered to You at the time of sale, and no Claims have been made hereunder, You will receive a full refund of the purchase price of this Protection Agreement. If You cancel this Protection Agreement after the thirty (30) days of the date this Protection Agreement was mailed to You, or after ten (10) days of delivery of this Protection Agreement if delivered to You at the time of sale, You will receive a pro rata refund of the purchase price of the Protection Agreement calculated based on the elapsed time since the commencement of the Protection Agreement, less any Claims paid. Cancellations initiated by You after the first thirty (30) days of the date this Protection Agreement was mailed to You, or after

ten (10) days of delivery of this Protection Agreement if delivered to You at the time of sale may be subject to a cancellation fee in an amount not to exceed ten percent (10%) of the purchase price of the Protection Agreement or twenty-five dollars (\$25), whichever is less. If You financed the purchase of this Protection Agreement, any refund due as a result of Your cancellation of the Agreement will be paid directly to the lender of record. The Cancellation provisions apply to the original purchaser of this Protection Agreement only. If You purchased this Agreement under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property.

OUR RIGHT TO RECOVER PAYMENT. If You have a right to recover against another party for anything We have paid under this Protection Agreement, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

PRIVACY AND DATA PROTECTION. You agree that any information or data disclosed to Us under this Agreement is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Agreement. This may include transferring Your data to affiliated companies or third-party service providers in accordance with Our Customer Privacy Policy [www.FSCSC.com]. Except for the purposes of providing service in this Agreement, We will not share Your information with third parties without Your permission and We will comply with applicable privacy and data protection laws in Your jurisdiction. Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your information to other countries and jurisdictions provided that anyone to who We transfer Your information provides an adequate level of protection. In addition, Your information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

ARBITRATION. READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

Most of your concerns about this Protection Agreement can be addressed by contacting the Administrator at [844-696-1217]. If We cannot resolve any disputes with You related to the Protection Agreement, including Claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. This Protection Agreement is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this ARBITRATION section shall survive the termination of this Protection Agreement. By purchasing this Protection Agreement you agree to the following dispute resolution protocol. Any and all claims, disputes, or controversies of any nature whatsoever or other intentional tort, property, or equitable claims arising out of, relating to, or in connection with (1) this Protection Agreement or any prior Agreement or product, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this provision or of the entire Agreement ("Dispute"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Dispute is filed. The terms of this provision shall control any inconsistency between the AAA's Rules and this provision. You may obtain a copy of the AAA's Rules by calling [1-800-778-7879]. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusion of law. The arbitration shall be held at a location selected by Us with the state in which You purchased this Agreement. This provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 I.S.C § et. Seq. If any portion of this provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions

of the provision, except that in no event shall this provision be modified or construed to permit or mandate arbitration on behalf of a class of claimants or individuals other than You, or to apply to Disputes other than Yours. This Provision shall inure to the benefit of and be binding on You and Us and its provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Agreement.

YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

FRAUD RESULTS IN HIGHER COSTS TO THE CONSUMER AND IS ILLEGAL.

THIS IS NOT A CONTRACT OF INSURANCE, BUT OBLIGATIONS UNDER THIS AGREEMENT MAY BE BACKED BY AN INSURANCE POLICY.

THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS.

INSURED AGREEMENT. This is not an insurance policy. However, We have obtained an insurance policy to insure Our performance under this Agreement. Should We fail to pay any Claim or fail to replace the Furniture covered under this Agreement within sixty (60) days after the Furniture has been returned or, in the event that You cancel this Agreement, and We, fail to refund the unearned portion of the Agreement price, You are entitled to make a direct claim against the insurer, Arch Insurance Company at 1-800-821-5546 or 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

SPECIAL STATE DISCLOSURES:

Regulation of service plans may vary widely from state to state. Any provision in this Agreement, which conflicts with the laws of the state where You reside, shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Agreement was purchased in one of the following states and supersede any other provision, terms or conditions within Your Agreement to the contrary.

ALABAMA only: Our obligations under this Agreement are guaranteed under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. These provisions apply only to the original purchaser of the Agreement. In the event the Provider/Obligor cancels the Agreement, the Provider/Obligor will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee or a material misrepresentation by You relating to the covered Furniture or its use.

ARIZONA only: You have a duty to protect against any further damage to the covered Furniture after the Furniture has been damaged and shall follow any requirement to follow the owner's manual of the Furniture.

Cancellation: If Your written notice of cancellation is received prior to the expiration date, We will provide a pro rata refund after deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against the Agreement. No Claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. The administrative expenses may not exceed \$75 or ten percent of the gross amount paid by You for the Agreement, whichever is less. To arrange for cancellation of this Agreement, please contact Your Retailer. First Shield Consumer Service Corporation is the Provider/Obligor for this Agreement in Arizona.

Dispute Resolution: Both parties must agree to arbitration. Additionally, as an Arizona resident you may follow the process to resolve complaints

under the provisions of A.R.S. §§20-1095.09 and 20-461, Unfair Trade Practices, as outlined by the Arizona Department of Insurance and Financial Institutions. You have a right to file a complaint with the Arizona Department of Insurance and Financial Institutions Consumer Protection Division, 100 N. 15th Ave., Suite 261 Phoenix, AZ 85007, Phone: 602-364-2499, Website: difi.az.gov .

Our obligations under this Agreement are insured under a mechanical service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

ARKANSAS only: We shall mail a written notice of cancellation to You within fifteen (15) days of the date of termination in the event We terminate this Agreement.

CALIFORNIA only: With respect to California Agreement holders, the Administrator under the Agreement is Seel Warranty Services, Inc . The Provider/Obligor under the Agreement is First Shield Consumer Service Corporation. This Agreement may be cancelled by You for any reason, including, but not limited to, the Furniture covered under this Agreement being sold, lost, stolen or destroyed. If You decide to cancel the Agreement, and a cancellation notice is received by the Retailer within 60 days of the date You received the Agreement, and You have made no Claims against the Agreement, You will be refunded the full Agreement price.; or if (a) a Claim is made with the first 60 days after Your receipt of this Agreement, or (b) the Agreement is cancelled by written notice after 60 days from the date You received the Agreement, then in either case, You will be refunded a pro-rated amount of the Agreement price, less any Claims paid and less an administrative fee of 10% of the Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Agreement, please contact Your Retailer.

CONNECTICUT only: The term of this Agreement is automatically extended by the length of time in which the Furniture is in the Provider/Obligor's custody for repair under the Agreement. In the event of a dispute with the Provider/Obligor, You may contact the State of Connecticut Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Furniture, the cost of repair of the Furniture, and a copy of this Agreement.

DISTRICT OF COLUMBIA only: You may return this Agreement within 30 days of the date this Agreement was mailed to You, or the date of delivery if this Agreement was delivered to You at the time of sale. Upon return of the Agreement to the provider within the applicable time period, if no Claim has been made under this Agreement, the Agreement shall be void and We shall refund You or credit the account of this Agreement, with the full purchase price of this Agreement. The right to void this Agreement shall not be transferable and shall apply only to the original Protection Agreement purchaser and only if no Claim has been made prior to its return to the Us. If a Claim has been made under this Agreement within that time period, You may cancel this Agreement and We shall refund to You 100% of the unearned pro rata purchase price, less any Claims paid, and administrative fee charged. We may charge a reasonable administrative fee not to exceed 10% of the gross purchase price paid by You.

FLORIDA only: If You cancel this Agreement, You will receive a refund equal to 90% of the unearned pro rata purchase price of the Agreement, less any Claims that have been paid or less the cost of repairs made on Your behalf. To arrange for cancellation of this Agreement, please contact Your Retailer. If We cancel this Agreement, You will receive one hundred percent (100%) of the unearned pro rata purchase price of the Agreement, less any Claims paid or the cost of repairs made on Your behalf. The rates charged for the Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA only: Arbitration: If You are a resident of Georgia, then the Section titled Arbitration does not apply to you. We may cancel the Contract upon thirty (30) days written notice to You for fraud, material misrepresentation,

or nonpayment. Such notice shall provide the reason for cancellation and the effective date of such cancellation, and You shall be refunded 100% of the unearned pro rata purchase price, less Claims paid. A reasonable cancellation fee may be charged by Us not to exceed 10% of the unearned pro rata purchase price. You may cancel this Agreement at any time by notifying the Retailer in writing or by surrendering the Agreement to the Retailer, whereupon the Retailer will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor is also entitled to cancel the Agreement at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal. Administrator may cancel the Agreement upon thirty (30) days written notice to You.

All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by Us or the Retailer.

Procedures for cancellation of the Agreement will comply with section 33-7-6 of the Georgia code.

HAWAII only: You may return this Agreement within thirty (30) days of the date the Agreement was provided to You or within twenty (20) days if the Agreement was delivered to You at the time of sale. If you return this Agreement within the applicable time period, and If You made no Claim, this Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the Retailer. These provisions apply only to the original purchaser of the Agreement. In the event the Provider/Obligor cancels the Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the Furniture or its use, or a substantial breach of Your duties relating to the Furniture or its use. Our obligations under this Agreement are insured under a service contract contractual liability policy issued by Arch Insurance Company, 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

ILLINOIS only: First Shield Consumer Service Corporation (and not the dealer or manufacturer) is the Provider/Obligor under this Agreement in the State of Illinois. The Provider/Obligor will pay the cost of covered parts and labor necessary to restore the Furniture to normal condition as a result of covered failure due to normal wear and tear. You may cancel this Agreement at any time. If You cancel this Agreement within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel this Agreement at any other time or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). To arrange for cancellation of this Agreement, please contact Your Retailer.

INDIANA only: This Agreement is not insurance and is not subject to Indiana insurance law.

MAINE only: [If the covered Furniture requires emergency repairs outside of normal business hours, You can submit your Claim by calling toll-free at [844-696-1217]

MARYLAND only: You may cancel this Agreement within 20 days after receipt of this Agreement if mailed to You or within 20 days after the date of delivery of this Agreement if delivered to You at the time of sale. If You cancel this Agreement within this time, and a Claim has not been made under the Agreement prior to its cancellation, the Agreement is

void and We shall refund to You in the full consideration paid for this Agreement within 45 days after the cancellation. [Any means established by Us for quick informal settlement of a service contract dispute].

MASSACHUSETTS only: You have the duty to protect against any further damage after the covered Furniture has been damaged and shall follow the requirements contained in the owner's manual for the Furniture. Our obligations under this Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

MINNESOTA only: You have the duty to protect against any further damage to the covered Furniture after the Furniture has been damaged and shall follow the requirements contained in the owner's manual for the Furniture. Our obligations under this Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

MISSOURI only: Obligations of the provider under this service contract are guaranteed under a reimbursement insurance policy. If the provider fails to pay or provide service on a Claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the Retailer. The following sentence is added as the last sentence of Section E What to do if you require service: If it is an emergency and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with the Agreement provisions.

MONTANA only: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

NEVADA only: In the event You are not satisfied with the manner in which We are handling a Claim, You may file a complaint with the Nevada Division of Insurance by calling (888) 872-3234. To arrange for cancellation of this Agreement, please contact Your Retailer. If We do not provide refund within 45 days of cancellation, We will pay You a penalty of 10 percent (10%) of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel this Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the Agreement.

We may not cancel this Agreement once it has been in effect for at least seventy (70) days, except for the following conditions:

- (a) Failure by You to pay the Agreement purchase price;
- (b) Your conviction of a crime which results in an increase in the service required under the Agreement;
- (c) Discovery of fraud or material misrepresentation perpetrated by You in purchasing this contact or obtaining service;
- (d) The discovery of an act or omission, or a violation of any condition of this Agreement by You which substantially and materially increases the service requested under the Agreement; or
- (e) A material change in the nature or extent of the service required under the Agreement, which occurs after the purchase of this Agreement, and substantially and materially increases the service required beyond that contemplated at the time of purchase.

If We cancel this Agreement for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Furniture covered under the Agreement, the Administrator and/or Provider/Obligor liability is limited to the original retail purchase price You paid for such Furniture. We may not cancel the Agreement until at least fifteen (15) days after the notice of cancellation has been mailed to You. The obligations under the Agreement are guaranteed by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

NEW HAMPSHIRE only: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance

Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 [(800) 852-3416]. The obligations under this Agreement are insured by a contractual liability policy issued by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Provider/Obligor ceases to do business or goes bankrupt, You may file Your Claim directly with Arch Insurance Company.

NEW JERSEY only: Obligations of the provider under this agreement are insured under a service contract reimbursement insurance policy.

NEW MEXICO only: To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the Agreement. These provisions apply only to the original purchaser of the Agreement. We may not cancel this Agreement once it has been in effect for seventy (70) days except for the following conditions:

- (a) Failure to pay an amount when due;
- (b) Your conviction of a crime that results in an increase in the service required under the Agreement;
- (c) Fraud or material misrepresentation by You in obtaining the Agreement or in presenting a Claim for service thereunder; or
- (d) Discovery of an act or omission or a violation of any condition of the Agreement by You, which substantially and materially increases the service required under the Agreement

If We cancel this Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation, or a substantial breach of duties by You relating to the Furniture or its use.

NEW YORK only: The obligations of the Provider/Obligor under this Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company. If the Provider/Obligor fails to perform under this Agreement, including failure to return any unearned fee in the event of cancellation, Arch Insurance Company will pay all sums the Provider/Obligor is legally obligated to pay under this Agreement or perform any service the Provider/Obligor is legally obligated to perform under this Agreement. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the Agreement. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. A written notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation, or a substantial breach of duties by You relating to the Furniture or its use. If a Claim for service has not been completed within sixty (60) days after proof of loss has been filed, the Claim can be submitted to Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, 1 [(800)-821-5546].

NORTH CAROLINA only: The purchase of this Agreement is not required in order to obtain financing. We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of the Agreement. If You cancel this Agreement, You will receive a pro-rata refund, less the cost of any Claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund. To arrange for cancellation of this Agreement, please contact Your Retailer.

OKLAHOMA only: Obligations of the provider under this Agreement are insured under a service contract reimbursement insurance policy. The Provider/Obligor under this Agreement is First Shield Consumer Service Corporation (License # 510067482). In the event You cancel this Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price less the cost of any service received. To arrange for cancellation of this Agreement, please contact Your Retailer. In the event We cancel this Agreement, You shall receive a

refund equal to one hundred percent (100%) of the unearned pro-rata purchase price, less the cost of any service received. This is not an insurance contract. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

If You are a resident of Oklahoma, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement.

OREGON only: If You are a resident of Oregon, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement.

SOUTH CAROLINA only: In order to prevent damage to the Furniture, please refer to the owner's manual. This Agreement does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Furniture in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Furniture from further damage after a failure occurs. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten percent (10%) per month on a refund that is not made within forty-five (45) days of return of the Agreement. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered Furniture or its use. In the event of a dispute with the provider of 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 only: If You cancel this Agreement within 30 days after the date of purchase We shall refund the full purchase price You paid for this Agreement less any Claims paid. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the covered Furniture or its use, or a substantial breach of Your duties relating to the covered Furniture or its use. Obligations of the Provider under the Agreement are insured under a service contract reimbursement policy. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. In the event We do not pay out a Claim, You may apply for reimbursement directly to the insurer if a covered Claim is not provided to You by the Us before the 61st day after the date the You provide a proof of loss. Texas License Number of the Administrator: 300

UTAH only: The language in the CANCELLATION section regarding Our rights to cancel this Agreement is deleted and replaced with: We may cancel this Agreement by providing You with thirty (30) days written notice for the following reasons only: material misrepresentation, substantial change in the risk assumed or substantial breaches of contractual duties. We may cancel this Agreement by providing You with ten (10) days written notice, if the reason for cancellation is non-payment by You. The following sentence is added as the last sentence of the **WHAT TO DO IF YOU REQUIRE SERVICE** section: If it is an emergency situation and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with the Agreement provisions. All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have

been known, by Us or the Retailer. The following sentences are added to the end of the DISPUTE RESOLUTION section: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION. Our obligations under this Contract are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, 1 (800)-821-5546. Should the provider fail to pay or provide service on any Claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a Claim directly against the Insurance Company. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. This Service Agreement or warranty 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 Property and Casualty Guaranty Association.

VERMONT only: To arrange for cancellation of this Agreement, please contact Your Retailer. Our obligations under this Agreement are supported by a contractual liability insurance policy issued by Arch Insurance Company. In the event that We are unable to perform under the Agreement, Arch Insurance Company, which shall pay on Our behalf any sums We are legally obligated to pay and shall provide the service, which We are legally obligated to perform according to Our contractual obligations under the Agreement.

VIRGINIA only: If any promise made in the Agreement has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint. You are hereby notified that the purchase of the contract is not mandatory and may be waived.

WASHINGTON only: You may return this Agreement within twenty (20) days of the date the Agreement was provided to You or within ten (10) days, if the Agreement was delivered to You at the time of sale. We will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the Agreement. The "Guarantee" provision of these Terms and Conditions as set forth above is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the service contract provider under this service contract are insured under a service contract reimbursement insurance policy. The provider is First Shield Consumer Service Corporation, located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. You may contact them toll-free at [877-861-2176].

ENTIRE CONTRACT: The terms and conditions herein together with Your Sales Receipt sets forth the entire Agreement between the parties and no representation, promise, or condition not contained herein shall modify these terms.

Sample Sales Receipt

Date	Agreement Number
Customer Name	Agreement Term
Customer Address	Furniture Brand & Model
Customer City, State Zip	Category
Customer email	Purchase Price
	Date of Purchase
	Retailer Name
	Agreement name (Product number & description)

WISCONSIN only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Arbitration: If You are a resident of Wisconsin, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement. If a Claim for **service** has not been completed within sixty (60) days after proof of loss has been filed with Us, or if the Provider becomes insolvent or otherwise financially impaired, the Claim can be submitted to Arch Insurance Company, who insures Our obligations under this Agreement, located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, [(800)-821-5546. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. We may be cancel this Contract for the following reasons only: (a) for nonpayment of the provider fee, (b) material misrepresentation by You to Us or the administrator, or (c) substantial breach of duties by You relating to the covered Furniture or its use. If We cancel the Contract for any those reasons we will deliver to You, at Your last-known address in Our records, written notice stating the effective date of and the reason for the cancellation at least 5 days prior to effective date of cancellation, and You shall be refunded 100% of the unearned pro rata purchase price, less Claims paid. We may charge a reasonable administrative fee for cancellation, which may not exceed ten percent (10%) of the purchase price you paid for this Contract. These provisions apply only to the original purchaser of the Agreement. In the event that You experience a total loss of the Furniture covered by this Agreement that is not covered by a replacement of the Furniture pursuant to the terms of the Agreement, You shall be entitled to cancel this Agreement and receive a pro rata refund of any unearned Agreement fee, less any Claims paid. Lack of pre-authorization shall not be the sole grounds for a Claim denial; however, unauthorized repairs may not be covered if evaluated to have been at an unreasonable expense. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

WYOMING only: To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. These provisions apply only to the original purchaser of the Agreement. In the event We cancel this Agreement, We will mail a written notice to You at Your last known address at least ten (10) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the covered Furniture or its use, or a substantial breach of Your duties relating to the covered Furniture or its use. Obligations under this Agreement are insured by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. In the event covered service is not provided by Us within sixty (60) days of You submitting proof, You are entitled to apply directly to the reimbursement insurance company.

	Agreement Price
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