



EXCLUSIONARY VEHICLE SERVICE AGREEMENT

Claims: 1-888-964-1899

SCHEDULE PAGE

Agreement Number

AGREEMENT HOLDER INFORMATION			
Agreement Holder		Co-Agreement Holder	
Address		City	
State	Zip Code	Home Telephone	Business Telephone
DEALER/SELLER INFORMATION			
Dealer/Seller		Dealer/Seller Number	
Address			Dealer/Seller Telephone
City	State	ZIP Code	
LIENHOLDER INFORMATION			
Lienholder Name		Street Address	
City	State	ZIP Code	
VEHICLE INFORMATION			
Year	Make	Model	
Current Odometer		Vehicle Identification Number (17 Digits)	
Vehicle Purchase Date		Vehicle Purchase Price	
COVERAGE DESCRIPTION			
Agreement Purchase Date		AGREEMENT PURCHASE PRICE	
Agreement Term (Miles)		Agreement Expiration Odometer Miles (Coverage Mileage Limit)	
Deductible \$ 100.00			
OPTIONAL COVERAGES/SURCHARGES			
<input type="checkbox"/> Commercial Use/Ride Share <input type="checkbox"/> Lift Kits up to six inches (6") / Drops under four inches (4")			

This is a service agreement, not a warranty or insurance contract. This Agreement is between the Obligor and the Agreement Holder. This Agreement provides coverage for the Vehicle for the Agreement Term as shown on this Schedule Page. You should read this Agreement carefully. It contains the entire Agreement between You and Us. It takes precedence over any other written or oral statements made to You with respect to this Agreement. REVIEW "STATE DISCLOSURES AND/OR REQUIREMENTS" FOR ANY RIGHTS, PRIVILEGES AND CONDITIONS THAT GOVERN THIS AGREEMENT IN YOUR STATE. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. You acknowledge Your understanding of and agreement to the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section in this Agreement. This Agreement is based on information You provided in this Schedule Page. You acknowledge Your understanding of the limited applicability of the Federal Magnuson-Moss Warranty Act as set out in this Agreement. Your signature below means that You have reviewed and understand the Agreement terms and conditions.



Washington Residents Only: By initialing this box, You acknowledge that You have reviewed with the Dealer/Seller all product coverage subsections of this Agreement which discloses Definitions, Schedule of Coverages, Exclusions-What is not Covered, Filing a Claim, Agreement General Provisions, Cancellation, Your Responsibilities, Limits of Coverage Liability, Transfer provisions, and the Implied Warranty and cancellation sections of the WA State Disclosure. Pre-existing conditions and consequential damages are not covered under this Agreement. The warranty of merchantability on the Vehicle is not waived if the Agreement was purchased within ninety (90) days of the purchase date of the Vehicle, and the provider or the service contract seller also sold the covered Vehicle.

YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE.

Agreement Holder Signature

Agreement Sales Date

For Claims Contact: (888) 964-1899 or www.headstartwarrantygroup.com

WE MUST BE CONTACTED PRIOR TO PERFORMING ANY REPAIR UNDER THIS AGREEMENT. WE WILL NOT BE RESPONSIBLE FOR ANY REPAIRS THAT ARE NOT PRE-AUTHORIZED.

DEFINITIONS

1. **Administrator, Service Agreement Provider, Obligor (We, Us, Our):** Headstart Warranty Group LLC., 14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254, (888-964-1899).
2. **Agreement:** This Exclusionary Vehicle Service Agreement, which **You** have purchased for the **Vehicle** described on the **Schedule Page**.
3. **Agreement Holder, You, Your:** The **Agreement Holder** shown on the **Schedule Page**.
4. **Breakdown:** The failure of a **Covered Part** under normal service due to defects in material or workmanship. A **Covered Part** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action of inaction of any noncovered part.
5. **Commercial Use:** A vehicle registered to a business and/or for business purposes. Vehicles that are used more than the manufacturer's G.V.W. **Vehicles used for construction purposes, delivery purposes, rideshare (i.e., Uber or Lyft), commercial towing, commercial farm operation, tow trucks, snowplows, any type of emergency vehicles, volunteer public service(s), motor pool vehicles, rental, taxi cabs, livery or for excessive hauling and pulling are excluded from coverage hereunder.**
6. **Coverage:** The protection **You** purchased, as shown on the **Schedule Page**. **Part/component repairs that are covered by other warranty(ies) or insurance are excluded from Your Coverage for the term of said warranty(ies).**
7. **Covered Part(s):** The mechanical and electrical parts and components unless specifically excluded under **EXCLUSIONS-WHAT IS NOT COVERED**, as contained in this **Agreement** which are original parts on **Your Vehicle** at the time of its purchase by **You** or like replacement parts meeting the manufacturer's specifications.
8. **Dealer/Seller:** The dealer or seller from which **You** purchased this **Agreement**.
9. **Deductible:** The amount **You** are required to pay, as shown on the **Schedule Page**, toward the total cost for the repair or replacement of **Covered Part(s)** per visit. The **Deductible** is reduced to \$0 if **You** return to the **Dealer/Seller's Onsite Repair Facility** or to a participating RepairPal **Repair Facility** by visiting <https://repairpal.com/headstart>. Once a part is repaired or replaced under the terms of this **Agreement**, there will be no **Deductible** for future repairs to that part.
10. **Internal Lubricated Parts/Components** – Where a fluid is required to dampen friction between moving parts contained within a case, block, or housing that require proper qualities and quantities of oil or lubrication to function as designed.
11. **Pre-Existing Condition:** A condition and/or failure that within all reasonable mechanical probability and mechanical fitness existed prior the **Agreement Purchase Date**.
12. **Qualified Lift Drop:** Vehicles with lift kits under six inches (6") or drops under four inches (4").
13. **Reasonable Cost:** The diagnostic/tear down and repair costs are based on Motors, AllData or Mitchell/Pro Demand labor guides or the lesser of the posted labor rate.
14. **Repair Facility:** (a) The **Dealer/Seller's Onsite Repair Facility**; (b) A participating RepairPal **Repair Facility** by visiting <https://repairpal.com/headstart>; or (c) A licensed **Repair Facility** (licensed as a retail merchant to perform mechanical repairs) authorized by **Us** to perform repair services under this **Agreement** and which have ASE Certified Mechanics.
15. **Schedule Page:** Page 1 of this **Agreement** where information regarding **You, Your Vehicle** and coverage options is shown.
16. **Term:** The **Term** of this **Agreement** shall start on the **Agreement Purchase Date** listed on the **Schedule Page** and continue until **Your Vehicle's** odometer reaches the Coverage Mileage Limit listed on the **Schedule Page** or **Our** Limits of Coverage Liability has been reached, whichever occurs first.
17. **Vehicle:** The **Vehicle** described on the **Schedule Page** that is covered under this **Agreement**.

SCHEDULE OF COVERAGES

TOTAL EXCLUSIONARY COVERAGE

In the event of a **Breakdown**, **We** will repair or replace, or have repaired or replaced any of **Your Vehicle's** components, except for those listed under "**EXCLUSIONS - WHAT IS NOT COVERED**" in this **Agreement**, less the **Deductible** (if applicable). In case of **Breakdown**, **You** must follow the procedures in, "**HOW TO FILE A CLAIM**." At the sole discretion of the **Administrator**, **We** will pay up to the manufacturer's suggested retail price for a part. **Replacement parts may be made with new, remanufactured or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.** **We** will pay up to the **Repair Facility's** published hourly labor rate multiplied by the appropriate operation time as published in a national labor rate time guide. At the sole discretion of the **Administrator**, **We** reserve the right to request **Your Vehicle** be moved to another **Repair Facility**, at **Our** expense.

KEY COVERAGE

In the event **Your Vehicles** key(s)/key fob(s)/remote(s) become inoperable, lost, or stolen, **We** will repair or replace eligible key(s)/key fob(s)/remote(s) under the terms, conditions, and limitations set forth in this **Agreement**. All non-working key(s)/key fob(s)/remote(s) must be made available to the **Seller** or to **Us** for inspection. The **Seller** will be paid as soon as an appropriate repair order is received by **Us** from the **Seller**. **We** shall not provide any key(s)/key fob(s)/remote(s) itself. Further, **We** do not in any way warrant or guaranty, whether express or implied, any replacement key(s)/key fob(s)/remote(s) obtained by **You** and/or paid for by **Us**.

Covered replacement cost means the customary parts and labor costs required to complete the repair or replacement of the covered key/remote, which in no case shall exceed the manufacturer's suggested retail for a replacement key/remote or a maximum of four hundred dollars (\$400). During the **Term** of this **Agreement** there is a maximum of one (1) replacement of the key/remote following the **Agreement Purchase Date** listed on the **Schedule Page** of this **Agreement**.

Eligible Key(s)/Remote(s) means one of the keys/remotes provided to **You** by the **Seller** on the **Vehicle Purchase Date**. If the **Seller** only provides one **Vehicle** key, **We** will not provide a replacement so that **You** have two **Vehicle** keys.

OPTIONAL COVERAGES/SURCHARGES

The following Optional Coverages/Surcharges are available only when selected on the **Schedule Page** and a surcharge has been paid:

Commercial Use: Any vehicle used for the business purpose of providing rideshare services (Uber, Lyft, etc.), farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service, or repair work, or has been issued commercial plates in the state in which it is titled, or is used for commercial enterprise. Vehicles used commercially for snow removal must be equipped with factory installed or factory authorized snowplow packages. **Usage must not exceed manufacturer's ratings and/or limitations.**

Lift Kits up to six inches (6") / Drops under four inches (4"): A **Vehicle** with a lift kit installed up to six inches (6") or drops under four inches (4').

ADDITIONAL BENEFITS UNDER THIS AGREEMENT

SUBSTITUTE TRANSPORTATION COVERAGE

If Your **Vehicle** requires repair due to a Breakdown, even when that part is covered by a factory warranty, We will pay for car rental reimbursement up to fifty dollars (\$50) per day for every eight (8) hours, (or portion thereof), of labor time required to complete the repair, up to a maximum of seven (7) days, or a total not to exceed three hundred and fifty dollars (\$350). To qualify for the first day(s) reimbursement, the **Vehicle** must be inoperable or unsafe to drive requiring that it be retained by the Repair Facility overnight or the covered repair must exceed a minimum of four (4) hours labor, as defined in the current year manufacturer or other accredited flat rate repair manual. This coverage does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the Repair Facility or the Administrator. Car Rental will be reimbursed only upon receipt of an invoice from a licensed car rental agency. No deductible will apply to this benefit.

TRIP INTERRUPTION COVERAGE

In the event that Breakdown of a part covered by this Agreement occurs more than one hundred (100) miles from Your home and results in a Repair Facility keeping Your **Vehicle** overnight, We will reimburse You up to seventy-five dollars (\$75.00) per day for a maximum of three (3) days for receipted lodging and restaurant expenses incurred between the date of the Breakdown and the date on which the repairs are completed. The total benefit per Breakdown occurrence shall not exceed two hundred and twenty-five dollars (\$225.00).

DIAGNOSTIC COVERAGE

We will pay for reasonable, necessary, and customary diagnostic charges incurred in conjunction with a covered Breakdown, not to exceed the labor time listed in nationally recognized parts and labor guides. The Administrator reserves the right to approve or deny diagnostic charges at the sole discretion of the Administrator. **DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.**

ROADSIDE ASSISTANCE COVERAGE

FOR ROADSIDE ASSISTANCE COVERAGE, YOU MUST CALL 888-904-2291

The following are covered emergencies, subject to the one hundred dollar (\$100) per occurrence limit. Roadside Assistance is available twenty-four (24) hours a day/three hundred sixty-five (365) days a year anywhere in the United States (including Alaska & Hawaii) and Canada. The following non-accident-related services are available up to a maximum benefit of one hundred dollars (\$100.00) per incident:

- **Towing Assistance** – When towing is necessary, the **Vehicle** will be towed to the nearest qualified service facility or to another location requested by the driver of the **Vehicle**.
- **Flat Tire Assistance** – Service consists of the removal of the **Vehicle's** flat tire and its replacement with the spare tire located with the **Vehicle**, or the service provider will drive you to the closest tire store for repair.
- **Fuel, Oil, Fluid and Water Delivery Service** – An emergency supply of fuel (3 gallons), oil, fluid, and water will be delivered if the **Vehicle** is in immediate need. You must pay for the fuel or other fluid when it is delivered.
- **Lock-out Assistance** – If Your keys are locked inside the **Vehicle**, assistance will be provided to gain entry into the **Vehicle**.
- **Battery Assistance** – If battery failure occurs, a jump start will be provided to start your **Vehicle**.

Call 888-904-2291 and a service vehicle will be dispatched to assist You. Important: Please be with your **Vehicle** when the service provider arrives, unless it is unsafe to remain with the **Vehicle**, as the provider cannot service an unattended **Vehicle**. In the event that service is not obtainable, You will receive an authorization number to receive a refund of payments made according to Your program benefit and coverage limits for services received independently. You must first contact Administrator for authorization to obtain independent services.

The following items are not included as part of the emergency roadside assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the **Vehicle** in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency mounting or removal of snow tires or chains. Shoveling snow from around a vehicle, tire repair, extrication or winching. Any vehicles in tow. All taxes or fines. Damage or disablement due to collision, fire, flood, or vandalism. Towing from or repair work performed at a service station, garage, or repair shop. Towing services provided by anyone other than a licensed service provider or garage; vehicle storage charges; a second tow for the same disablement. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a **Vehicle** in need of routine maintenance or repair. Services received independently without prior authorization from Administrator. Only one disablement for the same service type during any seven-day period will be accepted. **THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.**

EXCLUSIONS - WHAT IS NOT COVERED

PARTS AND SERVICES NOT COVERED

This Agreement does NOT provide coverage for any of the following parts or services:

- (1) Interior maintenance, adjustment and wear items including buttons, carpet, water leaks, dash pad, door and window handles, knobs, rearview mirror (glass, housing, housing contents), and trim.
- (2) Exterior maintenance, adjustment and wear items including but not limited to glass, service adjustments for body parts, bright metal, bumpers, body panels, door handles, latches, hinges, moldings, outside ornamentation, convertible or vinyl tops, paint, rust,

sheet metal, side-view mirrors (glass, housing, housing contents), air and water leaks, weather-strip, wheel covers/ornaments, wind noise, and physical damage to alignment, bumper, or body parts.

(3) Service adjustments/cleaning, a contaminated fuel system, air conditioning recharge, all batteries, all hybrid batteries, electronic transmitting and receiving devices failure due to battery loss of capacity, battery cables, fuses, relays, bolts and fasteners, belts, exhaust system (including catalytic converter), lights (ANY COMPONENT WHOSE ONLY PURPOSE IS FOR ILLUMINATION, SUCH AS BUT NOT LIMITED TO: SEALED BEAMS, HIGH INTENSITY DISCHARGE (XENON) HEADLAMP, LEDS, LIGHT BULBS, LENSES), manual clutch, pressure plate throw out bearings, clutch master or slave cylinder, manual transmission clutch disc and lining, shock absorbers, spark plugs and wires, squeaks or other noises, tires, tune-ups, wheel studs, wiper blades, friction materials, glass, hoses (except steering and air conditioning). Filters, lubricants, coolants, refrigerants, fluids, and taxes (where required by law) will be covered only if required in conjunction with the repair or replacement of a Covered Part.

(4) Brakes (drums, shoes, linings, disc rotors, and pads), wheel balancing and alignment, and shop supplies.

(5) A replacement part not supplied by the Vehicle manufacturer unless it is of a kind and quality compatible with the design specifications and wear tolerances of the vehicle manufacturer.

(6) Cases, housing, engine block and cylinder heads are covered only if damaged by the failure of an Internal Lubricated Part.

(7) Any aftermarket/non-factory installed components/systems.

(8) Seals and Gaskets on Covered Parts are not covered for premature failure on vehicles with over 150,000 miles on the odometer at the time of failure. After 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

VEHICLES NOT COVERED

This Agreement does NOT provide coverage for any of the following vehicles:

(1) Vehicles not certified for sale within the United States, salvaged vehicles, vehicles that have been declared a total loss, and vehicles that have been sold for scrap.

(2) Trucks or vans with a Gross Vehicle Weight (GVW) of more than 13,300 lbs.

(3) Flatbed, box truck, or utility bed vehicles.

(4) Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, motor pool vehicles, or any type of emergency vehicle, unless the surcharge has been selected on the Schedule Page and paid.

(5) Vehicles used for on or off-road racing or vehicles which are equipped or used for towing more than what is recommended by the manufacturer.

(6) Vehicles with modifications or alterations made by You or with Your knowledge to the powertrain, exhaust system, and suspension that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited the failure of any custom or add-on part, all frame or suspension modifications not recommended by manufacturer, lift kits over six inches (6"), drops exceeding four inches (4") unless the surcharge has been selected on the Schedule Page and paid, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches (unless factory installed). Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.

(7) Commercial Use / Ride Share, unless the surcharge has been selected on the Schedule Page and paid.

CONDITIONS NOT COVERED

This Agreement does NOT provide coverage under any of the following circumstances/conditions:

(1) Any repair(s) and/or replacement(s) not authorized by Us prior to the commencement of any repair(s) or for loss, damage or expense arising from or incurred in connection with repairs performed without receipt of prior authorization from Us, except in the case of emergency repairs.

(2) Loss, damage, or expense resulting directly or indirectly from an intentional, dishonest, fraudulent, criminal, or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.

(3) A Breakdown caused by accident, civil commotion or riot, nuclear contamination, collision (including roadbed collision) or upset, glass breakage, earthquake, explosion, volcanic eruption, falling objects, fire or smoke, flood, fluid contamination, freezing, fuel contamination, fuels containing more than 10% ethanol, Biofuel, gas with lower octane rating than required by the manufacturer, use of motor oil, or any other type of lubricant that is not recommended by the manufacturer, hail, lightning, malicious mischief, oil contamination, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events.

(4) Breakdown of any part which the United States Environmental Protection Agency (EPA) has determined to be emission related, which is included on a current list published by the EPA of such parts, and which is within the EPA time and mileage emissions warranty period.

(5) Any loss, damage, or expense normally covered by a standard automobile insurance policy including personal or property liability coverages, comprehensive coverages, or uninsured motorist coverages.

(6) The repair or replacement of a covered part that any manufacturer warranty or any other coverage or other reason the manufacturer, importer, distributor, seller, or repairer of the vehicle will repair or replace the part at its expense or at a reduced cost. Sole coverage for such repairs or replacements shall rest with the manufacturer or other coverage provider. This does not apply to notices that do not provide manufacturer or other coverage provider payment, such as tool or repair directives without coverage, or acknowledgments of a known or common failure that has no coverage, but rather is just a notification that potentially saves time in diagnosis and/or repair.

(7) Breakdown of a covered part caused by a non-covered part.

(8) Components or parts which have not failed or resulted in a Breakdown but are replaced based on the manufacturer's or the Repair Facility's recommendation.

(9) A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required/recommended maintenance services.

(10) A Breakdown caused by the lack of proper and necessary amounts of coolants or lubricants, or resulting from carbon, contaminate(s) and contamination of fluids, environmental damage, foreign object(s), rust or corrosion, salt, or due to leaking fluids,

fuels, coolants, or lubricants from non-covered parts. Any repair or replacement of any covered part if a Breakdown has not occurred. Gradual reduction in operating performance is not covered unless it exceeds the published tolerances allowed by the manufacturer. Valves, valve guides, valve seals, and/or piston rings are not covered if the purpose of such is simply to raise the engine's compression, performance, or to reach acceptable oil consumption.

(11) A Breakdown of any part if the odometer is inoperative for more than one (1) month or one thousand (1,000) miles or has been tampered with or has been disconnected after Your purchase of the Vehicle.

(12) Damage caused by Your failure to take reasonable precautions to prevent damage when an apparent problem exists (e.g., change in engine temperature condition, unusual noises, leaking fluids, shaking, unusual shifting, illuminated warning lights, etc.).

(13) A Breakdown or repair occurring outside the United States, its territories and possessions, or Canada.

(14) Any fees or expenses charged for the disposal, cleanup, neutralization, removal, treatment, or detoxification of environmentally unsafe materials.

(15) Any Breakdown occurring before the Agreement Purchase Date.

(16) If the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.

(17) Incidental or consequential damages, except as expressly provided otherwise in this Agreement, including personal injury, physical damage, loss of use, loss of time, storage charges, inconvenience, and commercial loss.

(18) Any PRE-EXISTING condition known to You including any COVERED PART that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

(19) All COVERED PARTS not in good working order prior to sale for the Vehicle.

KEY COVERAGE EXCLUSIONS - WHAT IS NOT COVERED

This Agreement does NOT provide coverage for any of the following parts, services, or conditions:

(1) Any replacement key(s)/key fob(s)/remote(s) made without the Administrator's prior authorization.

(2) Any key(s)/key fob(s)/remote(s) repair or replacement covered by warranty, recall, or acknowledgement of responsibility issued by the manufacturer of the eligible key(s)/remote(s) to be replaced.

(3) Any damages or loss whatsoever, whether consequential, direct, or otherwise, resulting from the failure or loss of a programmed key/key fob/remote.

(4) Replacement batteries for key(s)/key fob(s)/remote(s).

FILING A CLAIM

(1) Take immediate action to prevent further damage. This Agreement will not cover damage caused by not securing a timely repair of the failed component.

(2) If it is dangerous to operate Your Vehicle, or if operating Your Vehicle may cause further damage, You must have the Vehicle towed.

(3) Take Your Vehicle back to the Dealer/Seller, or Repair Facility, or You may contact the Administrator at 888-964-1899 for assistance.

(4) You, Dealer/Seller or the Repair Facility must call the Claim Department at 888-964-1899 for approval prior to repairing or cleaning any parts.

(5) The Dealer/Seller or Repair Facility must provide an estimate of parts and labor costs to obtain approval. No claim payments will be made if the Claim Department has not issued a claim approval reference number prior to repairing, replacing, or cleaning any parts.

(6) You must authorize any charge(s) necessary to determine cause of failure. This includes necessary diagnostic and tear down charges. If it is determined that the failure does not constitute a Breakdown under the terms of this Agreement, You must pay for all diagnostic, tear down, and repair charges.

(7) You must cooperate in Our investigation of any breakdown. You must allow Us to inspect Your Vehicle if We ask to do so. We have no obligation to inspect Your Vehicle or to certify its condition before or after covered repairs are completed.

(8) You must, upon request, show Us, Dealer/Seller and/or the Repair Facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications.

(9) Within thirty (30) days of the repair, You, Dealer/Seller or the Repair Facility must furnish Us with copies of the repair order and other requested receipts or documents via claims@headstartwarranty.com. You must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, and odometer reading at the time of the Breakdown, and Your Agreement number.

(10) If it is necessary for You to go to non-originating dealer, You shall call the Administrator for prior approval before replacing the key(s)/key fob(s)/remote(s). You will pay non-originating dealer for the replacement key(s)/key fob(s)/remote(s) and will be reimbursed upon receipt of all repair orders, sales invoices, and/or other relevant or appropriate documentation, as may reasonably be requested by Us or the Administrator

(11) We would like to contact You regarding the status and progress of Your claim via a text message. During Your initial claim contact with the Administrator, you will be asked to confirm Your acceptance of receiving text messages. You can opt-out of receiving text messages at any time by contacting the Administrator at 888-964-1899 or text "STOP" to end.

YOUR RESPONSIBILITIES

MAINTENANCE REQUIREMENTS

You must keep all fluids at proper levels and have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual provided by the manufacturer of Your Vehicle. NOTE: Your Vehicle Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of coverage.

PROOF OF MAINTENANCE LOG

It is required that You retain proof of maintenance for the service and/or repair work on Your Vehicle, regardless of if work was performed by You or a Repair Facility. Proof means repair orders from a Repair Facility or a self-maintained log that has corresponding purchase receipts for all maintenance performed, including the current mileage at the time service was performed. The self-maintained

log without corresponding purchase receipts is not acceptable proof of maintenance. Repair order must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, Your name and signature, Repair Facility name, address and phone number, repair totals, Deductible (if applicable), and method of payment to satisfy the repair order. Proof of maintenance and/or Your self-maintained log with corresponding receipts, may be requested by the Administrator for related repairs.

EMERGENCY REPAIRS (nonbusiness hours only)

Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Agreement are required outside the Dealer/Seller's or Administrator's business hours, You should deliver Your Vehicle to a Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, You should report the repairs to the Administrator for reimbursement.

AGREEMENT GENERAL PROVISIONS

- (1) You agree to assist Us in enforcing Your rights against any manufacturer or Repair Facility that may have responsibility to You for the cost of repairs covered under this Agreement.
- (2) We may require You to assign Your rights of recovery against others if We pay for any claim made under this Agreement. We will not pay for any claim hereunder if You impair these rights of recovery. You may not waive Your right(s) to recover from others.
- (3) If more than one service agreement/contract, warranty or insurance policy can be applied to a claim, coverage under this Agreement shall be excess over all other such coverage(s), whether collectible or not.

LIMITS OF COVERAGE LIABILITY

For any one repair visit, all benefits paid or payable shall not exceed the J.D. Power N.A.D.A. official used car guide (using the average monthly trade figure) or the actual cash value of Your Vehicle at the instant prior to the covered repair failure, whichever is less. The aggregate total of all benefits paid or payable during the Term of this Agreement shall not exceed the price You paid for Your Vehicle; If the J.D. Power N.A.D.A. Official Used Car guide vehicle valuation is unavailable, not widely recognized, or not commonly used in the geographic area, the Administrator may use another market retail valuation method.

TRANSFER

This Agreement is not transferable.

CANCELLATION

1. The Agreement Holder may cancel this Agreement by contacting the Dealer/Seller or Administrator (cancellation@headstartwarranty.com).
2. If the Vehicle and this Agreement have been financed, the lienholder may cancel this Agreement for non-payment, if the Vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the lienholder and the lienholder is entitled to any refund. If the lienholder cancels this Agreement within thirty (30) days of the Agreement Purchase Date a full refund of the total Agreement Purchase Price, less any claim(s) paid, will be provided. If the lienholder cancels this Agreement at any other time a pro-rata refund of the total Agreement Purchase Price based on the miles driven compared to the total Agreement Term, less claim(s) paid and less the applicable cancellation fee in the amount of fifty dollars (\$50). If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator or Dealer/Seller receives notice of cancellation from the lienholder.
3. The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price, less any claims paid. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the miles driven compared to the total Agreement Term, less claims paid and less the applicable cancellation fee in the amount of fifty dollars (\$50). The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator or Dealer/Seller receives notice of cancellation from the Agreement Holder.
4. All refunds will be issued through the Dealer/Seller from whom the Agreement was purchased.

Service Agreement Provider reserves the right to cancel this Agreement upon the occurrence of any of the following:

- Failure by the Agreement Holder to pay an amount when due.
- Conviction of the Agreement Holder of a crime, which results in an increase in the service required under this Agreement.
- Discovery of fraud or material misrepresentation by the Agreement Holder in obtaining this Agreement or in presenting a claim for service here under.
- Discovery of an act or omission by the Agreement Holder, or a violation by the Agreement Holder of any condition of this Agreement, which occurred after the Agreement Purchase Date and which substantially and materially increases the service required under this Agreement, including but not limited to failure of the odometer of the Vehicle or if for any reason it does not record the actual mileage of the Vehicle after the Agreement Purchase Date and the actual mileage of the Vehicle cannot be established to a reasonable degree of certainty, and if the Vehicle is used for any Commercial Use, unless the surcharge is paid.
- A material change in the nature or extent of the required service or repair which occurs after the Agreement Purchase Date, and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued or sold.

No cancellation of this Agreement by the Service Agreement Provider shall become effective until fifteen (15) days after the notice of cancellation is mailed to the Agreement Holder. The Service Agreement Provider will not charge a cancellation fee if this Agreement is cancelled by the Service Agreement Provider.

If the Service Agreement Provider cancels this Agreement within thirty (30) days of the Agreement Purchase Date, a full refund of the total

Agreement Purchase Price, less any claim(s) paid, will be issued. If the **Service Agreement Provider** cancels this **Agreement** after thirty (30) days, a pro-rata refund of the total Agreement Purchase Price based on the miles driven compared to the total **Agreement Term** will be issued, less claims paid.

If the **Service Agreement Provider** cancels this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

PURCHASING A NEW AGREEMENT

You may purchase a new **Agreement** from the **Dealer/Seller** **You** originally purchased the **Vehicle** and this **Agreement** from by contacting the **Dealer/Seller** within thirty (30) days prior to the expiration of **Agreement Term** indicated on the **Schedule Page**. The price of a new **Agreement** will be based on the age, mileage and eligibility of the **Vehicle** and coverage selected. If the **Dealer/Seller** is out of business or is no longer selling **Our** product, **You** may contact the **Administrator** who will direct **You** to a selling dealer in **Your** area.

FOR ASSISTANCE

IN THE EVENT OF A CLAIM, CANCELLATION, OR FOR ANY OTHER QUESTIONS OR CONCERNS, CALL 888-964-1899.

OBLIGATIONS

Obligations under this **Agreement** are insured under an insurance policy issued by Dealers Assurance Company, [15920 Addison Rd., Addison, TX 75001 (800) 282-8913].

In the event the **We** cease to operate, become bankrupt or fail to pay any authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: (800) 282-8913.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT

You agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the **Vehicle**. Because of that separately stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the **Vehicle**. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the **Vehicle**. Consequently, this **Agreement** is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty."

LIMITATION OF LIABILITY

IN NO EVENT WILL WE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS, TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ANY WARRANTY THAT REPAIRS OR PERFORMANCE WILL BE OF ANY PARTICULAR STANDARD OR QUALITY.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), **You**, **We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, or claims related to the sale, financing, or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING **YOU**, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.

In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable, or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Agreement**. The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one

person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including **You**, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this **Agreement** or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT.) To opt out, **You** must send written notice to: 14114 North Dallas Pkwy., Ste. 600, Dallas, TX 75254, Attn: Legal. **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

PRIVACY POLICY

It is **Our** policy to respect the privacy of **Our** customers. For information on **Our** privacy practices, please review **Our** privacy policy at www.headstartwarrantygroup.com.

STATE DISCLOSURES AND/OR REQUIREMENTS

The following STATE DISCLOSURES AND/OR REQUIREMENTS apply to this **Agreement** and supersede any other provision(s) herein to the contrary. **We** have made every effort to include all required state notices; however, should a required notice be in effect as of the Agreement Purchase Date not be listed below, such state law or regulation will take precedence over the terms of this **Agreement**.

ALABAMA: CANCELLATION, (3), is deleted in its entirety and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the miles driven compared to the total **Agreement Term**, less the applicable cancellation fee. A cancellation fee of twenty-five dollars (\$25) will be charged for cancellations occurring after thirty (30) days. No cancellation fee will be charged if **We** cancel **Your Agreement**. The **Term** of this **Agreement** for cancellation purposes will be based on the Agreement Purchase Date and the **Vehicle** mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the **Agreement Holder** (including claims paid). If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Dealer/Seller** receives notice of cancellation from the **Agreement Holder**. A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-

five (45) days after return of the **Agreement** and upon receipt of the **Administrator**. The **Agreement** will be governed under the laws of the State of Alabama.

ARIZONA: Nothing in this section prevents, limits, or waives **Your** rights to file a complaint against **Us** or seek remedy available thereto, with the Arizona Department of Insurance and Financial Institutions, Consumer Affairs, 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007.

DEFINITIONS, (1), is deleted in its entirety and replaced with the following: **Administrator:** Headstart Warranty Group LLC., 14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254, (888-964-1899). **Service Agreement Provider, Obligor (We, Us, Our):** Dealers Alliance Corporation, 15920 Addison Road, Addison, TX 75001.

CANCELLATION, (3), is amended as follows: The cancellation fee may not exceed ten (10%) percent of the amount paid by the **Agreement Holder** or fifty dollars (\$50), whichever is less.

The **Service Agreement Provider** section is amended as follows: **We** may cancel this **Agreement** if **Your Vehicle** is found to be modified by **You** in a manner not recommended by the manufacturer after the Agreement Purchase Date. **We** may cancel this **Agreement** for non-payment of the Agreement Purchase Price, or for **Your** misrepresentation in the submission of a claim. This **Agreement** will not be cancelled for misrepresentation by the company or the **Dealer/Seller** of this **Agreement**.

FILING A CLAIM, (11), is deleted in its entirety and replaced with the following: The **Administrator** would like to contact **You** regarding the status and progress of **Your** claim via a text message. During **Your** initial claim contact with the **Administrator**, you will be asked to confirm **Your** acceptance of receiving text messages. **You** can opt-out of receiving text messages at any time by contacting the **Administrator** at 888-964-1899 or text "STOP" to end.

ARKANSAS: CANCELLATION is amended as follows: Claims paid will not be deducted from **Your** cancellation refund amount. Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **OBLIGATIONS** section of this **Agreement**. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** is non-binding and voluntary.

COLORADO: In the event the **Obligor** fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company listed in the **OBLIGATIONS** section of this **Agreement**. Policy Number:TX249.

CONNECTICUT: CANCELLATION is amended as follows: **You** may cancel this **Agreement** at any time for any reason by submitting a written request to the **Administrator** or **Dealer/Seller** containing a copy of **Your Agreement**.

Under Regulations of Connecticut State Agencies 42-260-3, **We** are required to make reasonable efforts with **You** to resolve disputes regarding this **Agreement**. If **You** and **Us** cannot reach an **Agreement**, **You** may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attention: Consumer Affairs. If the **Agreement** period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the **Agreement** expires. In-home service is not provided.

GEORGIA: DEFINITIONS, (1), is deleted in its entirety and replaced with the following: **Administrator:** Headstart Warranty Group LLC., 14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254, (888-964-1899). **Service Agreement Provider, Obligor (We, Us, Our):** Dealers Alliance Corporation, 15920 Addison Road, Addison, TX 75001.

CANCELLATION, (3), is amended as follows: If **You** cancel the **Agreement** after thirty (30) days, the cancellation fee can be no more than ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50), whichever is less. For cancellations by **You** within thirty (30) days of the Agreement Purchase Date in which no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) after **We** receive the cancellation request.

The **Service Agreement Provider** section is amended as follows: **We** may cancel this **Agreement** for non-payment of the Agreement Purchase Price for material misrepresentation, or for fraud and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation.

Pre-existing conditions known to **You** are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety.

OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to provide a refund or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **OBLIGATIONS** section of this **Agreement**.

FILING A CLAIM, (11), is deleted in its entirety and replaced with the following: The **Administrator** would like to contact **You** regarding the status and progress of **Your** claim via a text message. During **Your** initial claim contact with the **Administrator**, you will be asked to confirm **Your** acceptance of receiving text messages. **You** can opt-out of receiving text messages at any time by contacting the **Administrator** at 888-964-1899 or text "STOP" to end.

HAWAII: CANCELLATION, (3), is amended as follows: If **You** cancel this **Agreement** within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to **You** within forty-five (45) days.

The **Service Agreement Provider** section is amended as follows: If **We** cancel this **Agreement**, **We** will mail a written notice to the **Agreement Holder's** last known address five (5) days prior to the cancellation effective date stating the reason for cancellation and effective date of the cancellation. A notice will not be provided if cancellation is for nonpayment, material misrepresentation, or a substantial breach of duties by **You** relating to the **Vehicle** or its use.

IDAHO: CANCELLATION, (3), is amended as follows: Claims paid will not be deducted from **Your** cancellation refund amount.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to file a claim. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guaranty Association.

OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **OBLIGATIONS** section of this **Agreement**.

ILLINOIS: CANCELLATION section is amended as follows: If **You** elect cancellation, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Agreement Purchase Price or fifty dollars (\$50).

Your Agreement is amended to include: **Normal wear and tear is covered except where excluded herein.**

INDIANA: Your proof of payment to the **Dealer/Seller** for this **Agreement** shall be considered proof of payment. This **Agreement** is not insurance and is not subject to Indiana insurance law.

OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **OBLIGATIONS** section of this **Agreement**.

IOWA: CANCELLATION, (3), is amended as follows: If cancelled after the first thirty (30) days, the cancellation fee for cancellation by the **Agreement Holder** can be no more than ten percent (10%) of the Agreement Purchase Price or fifty dollars (\$50) whichever is less. If **You** cancel this **Agreement** within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement to Us**.

The **Service Agreement Provider** section is amended as follows: If **We** cancel this **Agreement**, written notice of such cancellation will be mailed to **You** at least fifteen (15) days prior to the date of cancellation. In the event of cancellation by the **Obligor**, notice of cancellation will state the effective date of cancellation and the reason for the cancellation.

Iowa residents may only contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 (515) 654-6600. This Agreement is subject to applicable provisions of Iowa Consumer Credit Code, Chapter 537.

OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **OBLIGATIONS** section of this **Agreement**.

KENTUCKY: Cancellation fee are not applicable.

LOUISIANA: CANCELLATION, (3), is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement to Us**.

The **Service Agreement Provider** section is amended as follows: **We** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement Holder** at least fifteen (15) days prior to cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the **Agreement Holder to Us**, or a substantial breach of duties by the **Agreement Holder** relating to the covered **Vehicle** or its use.

This **Agreement** is not regulated by the Louisiana Department of Insurance.

Any concerns or complaints regarding this **Agreement** may be directed to the Louisiana Attorney General.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is voluntary and non-binding.

MAINE: CANCELLATION, (3), is deleted and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price plus any applicable sales tax, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the miles driven compared to the total **Agreement Term**, less the applicable cancellation fee, in the amount of fifty dollars (\$50) or ten percent (10%) of the Agreement Purchase Price, whichever is less. The **Term** of this **Agreement** for cancellation purposes will be based on the Agreement Purchase Date and the **Vehicle** mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the **Agreement Holder** (including claims paid). If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Dealer/Seller** receives notice of the request to cancel from the **Agreement Holder**. A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement to Us**.

The **Service Agreement Provider** section is amended as follows: **We** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement Holder** contained in the records of the **Obligor** at least fifteen (15) days prior to cancellation by **Us**. The notice must state the effective date of the cancellation and the reason for the cancellation. If the **Service Agreement Provider** cancels this **Agreement** within the first thirty (30) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase Price will be issued. If the **Service Agreement Provider** cancels this **Agreement** after thirty (30) days, **We** shall refund to the **Agreement Holder** one hundred percent (100%) of the unearned pro rata Agreement Purchase Price, less any claims paid.

If the **Obligor** fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the **Agreement Purchase Price**, within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company listed in the **OBLIGATIONS** section of this **Agreement**.

MARYLAND: CANCELLATION, (3), is deleted in its entirety and replaced with the following: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the original Agreement Purchase Date, a full refund will be issued, less any claims paid. If **You** cancel this **Agreement** after thirty (30) days, **You** will receive a pro-rata refund of the total Agreement Purchase Price based on the miles driven compared to the total **Agreement Term**. The **Term** of this **Agreement** for cancellation purposes will be based on the Agreement Purchase Date and the **Vehicle** mileage on such date. Refunds hereunder shall be issued less the value of any services received by the **Agreement Holder** (including claims paid). The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month of the Agreement Purchase Price shall be added to a refund that is not paid within forty-five (45) days of return of this **Agreement to Us**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **AGREEMENT HOLDER**.

The **Service Agreement Provider** section is amended as follows: After forty-five (45) days, **We** cannot cancel this **Agreement** except, when there exists: (1) a material misrepresentation or fraud at the time of sale of the **Agreement**; (2) a matter or issue related to the risk that constitutes a threat to public safety; (3) a change in the condition of the risk that results in an increase in the hazard insured against; (4) for non-payment of the Agreement Purchase Price; or (5) due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.

The cost of teardown and diagnostics are included with loss covered by this **Agreement**.

BREAKDOWN – A breakdown will also be covered if it was caused by normal wear and tear of a covered component.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety.

This **Agreement** will be extended automatically if the **Obligor** fails to perform the services under the **Agreement**. Likewise, this **Agreement** does not terminate until the services are provided in accordance with the terms of the **Agreement**. In the event the **Obligor** fails to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company indicated in the **OBLIGATIONS** section of this **Agreement**.

MASSACHUSETTS: CANCELLATION is amended as follows: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date, **You** will receive a refund within forty-five (45) days of return of this **Agreement** to **Us**; otherwise a ten percent (10%) penalty per month shall be added to a refund. The **Obligor** of this **Agreement** is the **Dealer/Seller** listed on the **Schedule Page**.

MINNESOTA: CANCELLATION, (3), is amended as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the **Administrator**.

The **Service Agreement Provider** section is amended as follows: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** fifteen (15) days prior to date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of the Agreement Purchase Price, material misrepresentation or substantial breach of duties by **You**.

MISSISSIPPI: CANCELLATION, (3), is amended as follows: Cancellation fee may not exceed ten percent (10%) of the Agreement Purchase Price paid by **You** or fifty dollars (\$50), whichever is less. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

The **Service Agreement Provider** section is amended as follows: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of the Agreement Purchase Price, material misrepresentation, or substantial breach of duties by the **Agreement Holder** relating to the **Vehicle** or its use. If **We** cancel this **Agreement** within the first thirty (30) days of the Agreement Purchase Date, a full refund of the Agreement Purchase Price will be issued, less any claims paid. After thirty (30) days, a pro-rata refund of the total **Agreement Purchase Price** based on the miles driven compared to the total **Agreement Term** will be issued less the amount of any claims paid. This **Agreement** is not supported by a manufacturer or distributor.

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This **Agreement** includes a binding **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER Agreement**.
- 2.) The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER Agreement** requires that any dispute related to **Your** coverage must be resolved by arbitration and not in a court of law.
- 3.) The results of the arbitration are final and binding on **You** and **Us**.
- 4.) In an arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions.
- 5.) When **You** become an **Agreement Holder** under this **Agreement**, **You** must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact (888) 964-1899.

MISSOURI: CANCELLATION, (3) is amended as follows: If the **Agreement Holder** cancels within thirty (30) days of the Agreement Purchase Date, and a claim has been made, a full refund of the total Agreement Purchase Price will be made less any claims that have been paid. If the **Agreement Holder** cancels within the first thirty (30) days of the Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. The applicable free-look time period on this **Agreement** shall only apply to the original **Agreement Holder**. If the **Agreement Holder** cancels the **Agreement**, written notice of such cancellation will be delivered to the **Agreement Holder** by registered mail within forty-five (45) days of the date of termination.

OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **OBLIGATIONS** section of this **Agreement**.

MONTANA: CANCELLATION, Service Agreement Provider section is amended as follow: If **We** cancel this **Agreement**, **We** will mail a written notice stating the effective date of and reason for cancellation to **Your** last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the **Agreement Holder** relating to the **Vehicle** or its use.

NEBRASKA: The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this **Agreement**, by a person covered under this **Agreement** against **Us** or **Us** against a person covered under this **Agreement**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this section shall be subject to the following:

- 1) No arbitrator shall have the authority to award punitive damages or attorney's fees;
- 2) Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- 3) No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

NEVADA: DEFINITIONS, (1), is deleted in its entirety and replaced with the following: **Administrator:** Headstart Warranty Group LLC., 14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254, (888-964-1899). **Service Agreement Provider, Obligor (We, Us, Our):** Dealers Alliance Corporation, 15920 Addison Road, Addison, TX 75001.

CANCELLATION, (3), is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the Agreement Purchase Date, and no claims have been authorized or paid, **We** or the **Seller** will refund **You** one hundred percent (100%) of the Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, or claims have been authorized or paid, **We** will refund **You** a pro-rated amount of the Agreement Purchase Price, based on the miles driven compared to the total **Agreement Term**, less a twenty-five dollar (\$25) cancellation fee. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Dealer/Seller** receives notice of cancellation from the **Agreement Holder**. The **Term** of this **Agreement** for cancellation purposes will be based on the Agreement Purchase Date and the **Vehicle** mileage on such date. If **You** cancel/return

this Agreement to Us within the full refund period, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement to Us**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator or Dealer/Seller** receives notice of cancellation from the **Agreement Holder**.

The **Service Agreement Provider** section is deleted in its entirety and replaced with the following: **We** may cancel this **Agreement** during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for: (a) Failure by **You** to pay an amount when due; (b) Conviction of **You** of a crime which results in an increase in the service required under the **Agreement**; (c) Discovery of fraud or material misrepresentation by **You** in obtaining this **Agreement**, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by **You**; or (2) a violation by **You** of any condition of the **Agreement** after the effective date of the **Agreement** and which substantially and materially increases the service required under the **Agreement**; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Agreement** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Agreement** was issued or sold. If **We** cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date, and no claims have been made, **We** or the **Seller** will refund **You** one hundred percent (100%) of the Agreement Purchase Price. If **We** cancel this **Agreement** after thirty (30) days, a pro-rata refund of the total Agreement Purchase Price based on the miles driven compared to the total **Agreement Term** will be issued. If **We** cancel this **Agreement**, no cancellation fee will be assessed. No claims paid on **Your Agreement** will ever be deducted from any refund. If **We** cancel this **Agreement**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If there is no lienholder or **You** have paid **Your** lien in full, the refundable amount will be paid to **You**. If there is an active lien by a lienholder for the **Agreement** purchase, the refundable amount will be paid to the lienholder up to the amount of the loan and **We** shall pay the excess to **You**. **We** may cancel this **Agreement** upon notice from the lienholder in compliance with N.R.S. 690C.270. If the **Service Agreement Provider** cancels this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

This **Agreement** will not cover any unauthorized or non-manufacturer recommended modifications to the **Vehicle**, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the **Vehicle** is modified or repaired in an unauthorized or non-manufacturer recommended manner, **We** will not automatically suspend all coverage. Rather, this **Agreement** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this **Agreement**. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234 or <http://doi.nv.gov/>.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety.

FILING A CLAIM, (11), is deleted in its entirety and replaced with the following: The **Administrator** would like to contact **You** regarding the status and progress of **Your** claim via a text message. During **Your** initial claim contact with the **Administrator**, you will be asked to confirm **Your** acceptance of receiving text messages. **You** can opt-out of receiving text messages at any time by contacting the **Administrator** at 888-964-1899 or text "STOP" to end.

NEW HAMPSHIRE: CANCELLATION, is amended as follows: The cancellation fee may not exceed ten (10%) percent of the amount paid by the **Agreement Holder** or fifty dollars (\$50), whichever is less. Claims paid will not be deducted from **Your** cancellation refund amount.

If **You** have any questions regarding this **Agreement**, **You** may contact **Us** by mail or by phone. Refer to the front of this **Agreement** for **Our** address and toll-free number. In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at the following address: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301 (603) 271-2261.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** is subject to N.H. Rev. Stat. 542.

NEW JERSEY: CANCELLATION, (3), is amended as follows: If **You** request cancellation of this **Agreement** within thirty (30) days of the Agreement Purchase Date, a ten percent (10%) penalty per month of the Agreement Purchase Price will be added to the refund that is not made within forty-five (45) days of return of this **Agreement to Us**.

The **Service Agreement Provider** section is amended as follows: If **We** cancel this **Agreement**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to non-payment by **You** of the Agreement Purchase Price; a material misrepresentation by **You to Us**; or substantial breach of duties by **You** relating to the **Vehicle** or its use.

The **Agreement** being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

NEW MEXICO: CANCELLATION, (3), is amended as follows: If the **Agreement Holder's** refund is not returned within sixty (60) days of return of this **Agreement to Us**, a ten percent (10%) penalty of the purchase price, for each thirty (30)-day period or portion thereof that the refund remains unpaid will be added to the refund. If the **Agreement Holder** cancels this **Agreement** thirty (30) days after the Agreement Purchase Date, a refund of 100% of the unearned pro rata Agreement Purchase Price will be provided based on the miles driven compared to the total **Agreement Term**, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the Agreement Purchase Price, whichever is less, and less any claims paid.

The **Service Agreement Provider** section is amended as follow: No **Agreement** that has been in effect for at least seventy (70) days will be cancelled by **Us** before the expiration of the agreed term of one (1) year after the Agreement Purchase Date, whichever occurs first, except on any of the following grounds: **Your** failure to pay an amount when due; **You** are convicted of a crime that results in an increase in the service required under the **Agreement**; Discovery of fraud or material misrepresentation by **You** in obtaining the **Agreement** or in presenting a claim for service there under; or Discovery of either of the following if it occurred after the Agreement Purchase Date and substantially and materially increased the service required under the **Agreement**: a) An act or omission by **You**; or b) **Your** violation of any condition of the **Agreement**. If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674.

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK: CANCELLATION, (3), is amended as follows: If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this

Agreement within thirty (30) days after the **Agreement** was mailed to **You** and receive a full refund of the Agreement Purchase Price provided no claim has been made under the **Agreement**. If a full refund is due to **You** under this **Agreement**, a ten percent (10%) penalty per month will be added to the refund if it is not made within thirty (30) days of return of the **Agreement** to **Us**.

The **Service Agreement Provider** section is amended as follows: If the **Obligor** cancels, a notice of cancellation will be sent to the **Agreement Holder**, which will include the effective date of the cancellation and the reason for the cancellation. The **Obligor** will mail a notice of cancellation to the **Agreement Holder** at least fifteen (15) days prior to cancellation.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in **OBLIGATIONS** section of this **Agreement**.

This Agreement is amended to include: This Agreement does NOT provide coverage for any of the following parts or services: Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this Agreement (pre-existing conditions) and incidental or consequential damages, except as expressly provided otherwise in this Agreement, including personal injury, physical damage, loss of use, loss of time, storage charges, inconvenience, and commercial loss.

This Agreement is amended to include: At the sole discretion of the Administrator, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.

NORTH CAROLINA: CANCELLATION, (3) is amended as follows: a fifty-dollar (\$50) cancellation fee or ten percent (10%) of the pro rata refund amount, whichever is less, is applicable.

The **Service Agreement Provider** section is amended as follows: **We** may only cancel this **Agreement** for non-payment of the Agreement Purchase Price or for a direct violation of the **Agreement** by **You**.

OHIO: CANCELLATION, (3), is amended as follows: In the event **You** cancel the **Agreement** and no refund is received, **You** may contact the insurance company indicated in the **OBLIGATIONS** section of this **Agreement** for **Your** refund. This **Agreement** is not an insurance policy and is not subject to the insurance laws of this state.

OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to provide a refund or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **OBLIGATIONS** section of this **Agreement**.

OKLAHOMA: DEFINITIONS, (1), is deleted in its entirety and replaced with the following: **Administrator**: Headstart Warranty Group LLC., 14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254, (888-964-1899). **Service Agreement Provider, Obligor (We, Us, Our)**: Dealers Alliance Corporation, 15920 Addison Road, Addison, TX 75001. Oklahoma Service Warranty License # 44202930.

CANCELLATION, (3), is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Dealer/Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the Agreement Purchase Date, and no claim has been authorized or paid, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the provider fee. After the first thirty (30) days from the Agreement Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Dealer/Seller** shall provide a refund of one hundred percent (100%) of the unearned pro-rata provider fee based on the miles driven compared to the total **Agreement Term**, less the cost of service provided under this **Agreement** and less a cancellation fee of 10% of the unearned pro rata premium or fifty dollars (\$50), whichever is less. The **Term** of this **Agreement** for cancellation purposes will be based on the Agreement Purchase Date and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Dealer/Seller** receives notice of cancellation from the **Agreement Holder**.

No cancellation fee will be charged if the lienholder cancels this **Agreement**.

The **Service Agreement Provider** section is amended as follows: **We** may cancel this **Agreement** during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of Agreement Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the Agreement Purchase Price, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen, or declared a total loss, **You** authorize the lienholder to cancel this **Agreement**.

Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

FILING A CLAIM, (11), is deleted in its entirety and replaced with the following: The **Administrator** would like to contact **You** regarding the status and progress of **Your** claim via a text message. During **Your** initial claim contact with the **Administrator**, you will be asked to confirm **Your** acceptance of receiving text messages. **You** can opt-out of receiving text messages at any time by contacting the **Administrator** at 888-964-1899 or text "STOP" to end.

OREGON: If **You** have any questions regarding this **Agreement**, or a complaint against the **Obligor**, **You** may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.

Arbitration is not applicable for Oregon residents; any arbitration must be by mutual agreement and conducted under local rules as required under ORS Chapter 36.

RHODE ISLAND: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with 36,000 miles or less at the time of sale; Provides coverage for ninety (90) days or

4,000 miles, whichever occurs first. Used vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale; Provides coverage for thirty (30) days or 1,000 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Agreement**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Agreement**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required dealer warranty.

SOUTH CAROLINA: CANCELLATION, (3), is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

The **Service Agreement Provider** section is revised as follows: If **We** cancel this **Agreement** for any reason, **We** will mail written notice to **You** at least fifteen (15) days prior to cancellation by **Us**. The notice of cancellation will state the effective date and reason for the cancellation. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear. If **You** have any questions regarding this Agreement, or a complaint against **Us**, **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: CANCELLATION, (3), is deleted in its entirety and replaced with the following: If the **Agreement Holder** cancels this **Agreement** before the thirty-first (31) day of the Agreement Purchase Date, the **Agreement Holder** will receive a full refund of the total Agreement Purchase Price. If a claim has been incurred before the thirty-first (31) day, the **Agreement Holder** shall receive a full refund of the Agreement Purchase Price less claims paid. If the **Agreement Holder** cancels this **Agreement** after the thirty-first (31) day, the **Agreement Holder** will receive a pro-rata refund of the total Agreement Purchase Price, based on the miles driven compared to the total **Agreement Term**, less claims paid and the applicable cancellation fee in the amount of fifty dollars (\$50). The **Term** of this **Agreement** for cancellation purposes will be based on the Agreement Purchase Date and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator or Dealer/Seller** receives notice of cancellation from the **Agreement Holder**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the **Agreement** to **Us**.

The **Service Agreement Provider** section is amended as follows: If **We** cancel this **Agreement** for any reason other than non-payment of the Agreement Purchase Price or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth (5th) day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

If a covered claim is not paid or a refund not provided within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may contact or file a claim directly with the insurance company listed in the OBLIGATIONS section of this **Agreement**.

If **You** have any questions regarding the regulation of this **Agreement** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado St., Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (512) 463-6599. Service Contract Provider License #799.

UTAH: CANCELLATION, **Service Agreement Provider** section is amended as follows: This **Agreement** may only be canceled by **Us** on grounds of: (1) material misrepresentation; (2) substantial change in risk; or (3) substantial breaches of contractual duties, conditions, or warranties. In general, if **We** cancel this **Agreement**, **We** will mail to **You** written notice of cancellation at least thirty (30) days before the cancellation date. However, if **We** cancel this **Agreement** within the first sixty (60) days after the Agreement Purchase Date or if **We** cancel this **Agreement** because **You** have defaulted in **Your** obligation to repay the amount financed by the lienholder, **We** will mail to **You** written notice of cancellation at least ten (10) days before the cancellation date.

Coverage provided under this **Agreement** is not guaranteed by the Property and Casualty Guaranty Association. This **Agreement** or warranty is subject limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended as follows: ANY MATTER IN DISPUTE BETWEEN **YOU** AND **OBLIGOR** 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 **OBLIGOR**. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND **OBLIGOR**. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES, IF ALLOWED BY STATE LAW, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. THE ARBITRATOR SHALL BE PROHIBITED FROM AWARDING PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL, AND EXEMPLARY DAMAGES. THE ARBITRATOR MAY AWARD A PARTY ONLY ITS ACTUAL DAMAGES AND THE ARBITRATOR MAY AWARD EQUITABLE RELIEF INCLUDING INJUNCTIVE RELIEF. AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT, 9 U.S.C. §1 ET SEQ. AN AWARD IN ARBITRATION WILL BE ENFORCEABLE UNDER THE FEDERAL ARBITRATION ACT BY ANY COURT HAVING JURISDICTION.

VERMONT: DEFINITIONS, (1), is deleted in its entirety and replaced with the following: **Administrator**: Headstart Warranty Group LLC., 14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254, (888-964-1899). **Service Agreement Provider, Obligor (We, Us, Our)**: Dealers Alliance Corporation, 15920 Addison Road, Addison, TX 75001.

CANCELLATION, **Service Agreement Provider** section is amended as follows: **We** may only cancel this **Agreement** for fraud or material misrepresentation affecting the **Agreement** or the presentation of a claim there under, non-payment of the Agreement Purchase Price, or violation of any of the terms or conditions of the **Agreement**. If **We** cancel this **Agreement** for non-payment, **We** will provide a written notice within fifteen (15) days of the cancellation date. If **We** cancel this **Agreement** for any other reason, **We** will provide a written notice with the reason for cancellation by certified mail within forty-five (45) days' notice of the cancellation date.

FILING A CLAIM, (11), is deleted in its entirety and replaced with the following: The **Administrator** would like to contact **You** regarding the status and progress of **Your** claim via a text message. During **Your** initial claim contact with the **Administrator**, you will be asked to confirm **Your** acceptance of receiving text messages. **You** can opt-out of receiving text messages at any time by contacting the **Administrator** at 888-964-1899 or text "STOP" to end.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety.

VIRGINIA: If any promise made in the **Agreement** 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.shtml to file a complaint.

WASHINGTON: DEFINITIONS, (1), is deleted in its entirety and replaced with the following: **Administrator**: Headstart Warranty Group LLC., 14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254, (888-964-1899). **Service Agreement Provider, Obligor (We, Us, Our)**: Dealers Alliance Corporation, 15920 Addison Road, Addison, TX 75001.

CANCELLATION, (3), is deleted in its entirety and replaced with the following: How **You** May Cancel This **Agreement**: **You** may cancel this **Agreement** by surrendering **Your** copy of this **Agreement** with written notice to the **Dealer/Seller** or directly to **Us**. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request for cancellation. If **You** cancel this **Agreement** within the first thirty (30) days and no claims have been filed, **We** will refund the entire Agreement Purchase Price. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this **Agreement** to the **Administrator** or to **Us**. If this **Agreement** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund the unearned Agreement Purchase Price to **You** calculated on a pro-rata basis. The refund will be equal to the amount produced using the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25). The **Term** of this **Agreement** for cancellation purposes will be based on the Agreement Purchase Date and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Dealer/Seller** receives notice of cancellation from the **Agreement Holder**. In the event of cancellation, the lienholder identified on the **Schedule Page**, if any, will be named on a cancellation refund check as its interest may appear. If the **Vehicle** and this **Agreement** have been financed, the lienholder shown on the **Schedule Page** may cancel this **Agreement** for non-payment or if the **Vehicle** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Agreement** to the lienholder or otherwise entitle the lienholder to performance under this **Agreement**.

The **Service Agreement Provider** section is deleted in its entirety and replaced with the following: **Our Right To Cancel This Agreement**: **We** may cancel this **Agreement** based on one or more of the following reasons: (1) non-payment of the Agreement Purchase Price; (2) a material misrepresentation made by **You**; or (3) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us** within thirty (30) days of the Agreement Purchase Date, and no claim has been authorized or paid, a full refund of the total Agreement Purchase Price will be issued. If this **Agreement** is cancelled by **Us** after thirty (30) days, or a claim has been authorized or paid, a pro-rata refund of the total Agreement Purchase Price based on the miles driven compared to the total **Agreement Term** will be issued. In the event of cancellation, the lienholder identified on the **Schedule Page**, if any, will be named on a cancellation refund check as its interest may appear. The **Service Agreement Provider** will not charge a cancellation fee if this **Agreement** is cancelled by the **Service Agreement Provider**. **We** have only sixty (60) days from the date of the sale of the **Agreement** to the **Agreement Holder** to determine whether the **Vehicle** qualifies for the **Agreement**. Except as set forth above, after sixty (60) days the **Vehicle** qualifies for the issued **Agreement** and the **Obligor** may not cancel the **Agreement** and is fully obligated under the terms of the **Agreement** sold to the **Agreement Holder**. If **We** cancel this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation. **Our** performance under this **Agreement** is insured by an insurance policy issued to **Us** by the insurance company listed in the **OBLIGATIONS** section of this **Agreement** (Policy No. WA129). If **You** cancel this **Agreement**, **You** may apply for a refund with the insurance company. **You** may file a claim directly with the insurance company without restrictions. The state of Washington is the jurisdiction for any civil action in connection with this **Agreement**.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement Holder's** permanent residence.

FILING A CLAIM, (11), is deleted in its entirety and replaced with the following: The **Administrator** would like to contact **You** regarding the status and progress of **Your** claim via a text message. During **Your** initial claim contact with the **Administrator**, you will be asked to confirm **Your** acceptance of receiving text messages. **You** can opt-out of receiving text messages at any time by contacting the **Administrator** at 888-964-1899 or text "STOP" to end.

WASHINGTON D.C.: CANCELLATION, (3), is amended as follows: If the **Agreement Holder** cancels within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Agreement** and upon receipt of the **Administrator**. The cancellation fee may not exceed ten (10%) percent of the Agreement Purchase Price or fifty dollars (\$50), whichever is less.

The **Service Agreement Provider** section is amended as follows: In the event of cancellation by the **Obligor**, the notice of cancellation will include the effective date of, and reason for, the cancellation.

This Agreement is amended to include: At the sole discretion of the Administrator, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.

WEST VIRGINIA: CANCELLATION, (3), is amended as follows: The cancellation fee does not apply in West Virginia.

If a covered Claim is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a claim directly with the insurance company listed in the **OBLIGATIONS** section of this **Agreement**.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

WISCONSIN: CANCELLATION, (3), is amended as follows: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date, or thirty (30) days from mailing if the **Agreement** is provided to **You** by mail and receive a full refund of the total Agreement Purchase Price, less any claims paid or made. The **Agreement Holder** may cancel this **Agreement** for any reason after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the miles driven compared to the total **Agreement Term**, less claims paid and less the applicable cancellation fee in the amount of fifty dollars (\$50). The cancellation fee may not exceed the lesser of fifty (\$50) dollars or ten percent (10%) of the amount paid by the **Agreement Holder**. The **Term** of this **Agreement** for cancellation purposes will be based on the Agreement Purchase Date and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited

within thirty (30) days from the date the **Obligor, Administrator or Dealer/Seller** receives notice of cancellation from the **Agreement Holder**. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of the **Agreement** to the **Obligor, Administrator or Dealer/Seller**.

The **Service Agreement Provider** section is amended as follows: **We** may only cancel this **Agreement** for non-payment of the Agreement Purchase Price, material misrepresentation by **You** to the **Obligor or Administrator**, or substantial breach of duties by **You** relating to the **Vehicle** or its use. **We** will mail a written notice to **You** at the last-known address that **We** have on record at least five (5) days prior to cancellation by **Us**. The written notice will state the effective date of the cancellation and the reason for the cancellation. If **We** cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase Price will be issued. At any other time, **We** will refund 100% of the unearned pro-rata Agreement Purchase Price, based on the miles driven compared to the total **Agreement Term** will be issued, less any claims paid. In the event of a total loss within thirty (30) days of the Agreement Purchase Date of property covered by the **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, an **Agreement Holder** shall be entitled to cancel the **Agreement** and receive a full refund of the total Agreement Purchase Price, less any claims paid. In the event of a total loss after thirty (30) days of the Agreement Purchase Date of property covered by an **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, an **Agreement Holder** shall be entitled to cancel the **Agreement** and receive a pro rata refund of any unearned provider fee less any claims paid. If a covered claim is not paid within sixty (60) days after an **Agreement Holder** provides proof of loss, or if the **Obligor** becomes insolvent or otherwise financially impaired, the **Agreement Holder** may file a claim directly with the insurance company, listed in the **OBLIGATIONS** section of this **Agreement**, for reimbursement, payment, or provision of the service. **You** may file a claim directly with the insurance company. In the state of Wisconsin, preauthorization of repair work is required by **Us**. However, if extenuating circumstances prevent **You** from obtaining preauthorization, **We** will not deny a claim based solely on the lack of preauthorization. **We** have the right to subrogation collections, but only after **You** have been made whole and are fully compensated for damages. **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety.

WYOMING: DEFINITIONS, (1), is deleted in its entirety and replaced with the following: **Administrator**: Headstart Warranty Group LLC., 14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254, (888-964-1899). **Service Agreement Provider, Obligor (We, Us, Our)**: Dealers Alliance Corporation, 15920 Addison Road, Addison, TX 75001.

CANCELLATION, (3), is amended as follows: If a full refund is due to **You** under this **Agreement**, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of this **Agreement** to **Us**.

Service Agreement Provider section is amended as follows: The **Obligor** of the **Agreement** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement Holder** in the records of the provider at least ten (10) days prior to cancellation by the **Obligor**. Prior notice is not required if the reason for cancellation is non-payment of the Agreement Purchase Price, a material misrepresentation by the **Agreement Holder** to the **Obligor** or a substantial breach of duties by the **Agreement Holder** relating to the **Vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.

FILING A CLAIM, (11), is deleted in its entirety and replaced with the following: The **Administrator** would like to contact **You** regarding the status and progress of **Your** claim via a text message. During **Your** initial claim contact with the **Administrator**, you will be asked to confirm **Your** acceptance of receiving text messages. **You** can opt-out of receiving text messages at any time by contacting the **Administrator** at 888-964-1899 or text "STOP" to end.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended as follows: "At the time of any dispute the parties may voluntarily agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceedings shall be conducted within the state of Wyoming."