



11/05/2024

First Name Last Name
Street Address
City, State, Zip

First Name Last Name, you've got TXU Tech Protect!

Cinch Consumer Electronics, Inc. has partnered with TXU Energy to provide you with exceptional protection for the devices you use and rely on every day — TVs, tablets, gaming systems, laptops, wearable technology and much more.

Your devices qualify for coverage no matter the brand, device age or where it was purchased. They're protected from mechanical or electrical breakdowns, product failures, and normal wear and tear. Additionally, your laptops, tablets and smart watches will be covered for accidental damage from handling, such as drops and cracked screens.

Your service agreement with all the details about your coverage is included. Register for a Cinch account now at my.cinchhomeservices.com so you can confirm your information, view a digital copy of your terms and conditions, and manage your plan anywhere, anytime.

To provide continuous coverage, your plan will automatically renew every thirty (30) days and be billed by TXU Energy on your regular bill.



TVs



Headphones



Printers & Peripherals



Laptops



Tablets






Gaming Systems



Monitors



Wearable Technology

Plan Information	How to File a Claim
<p>Contract Number: 0123456789</p> <p>Coverage Start Date: 09/09/2024</p> <p>Coverage up to: \$2,500 per claim and \$5,000 per year</p> <p>Monthly Fee: \$15.95 plus applicable taxes</p> <p>Deductible: \$75 per claim</p>	<p>1  Start a claim online at my.cinchhomeservices.com or call (866) 243-8617</p> <p>You'll provide:</p> <ul style="list-style-type: none"> • Full name or service contract # • Description of issue • Item brand, model & serial number • Picture of issue • Picture of whole item • Zip Code <p>2  Pay the \$75 deductible</p> <p>3  Covered item will either be repaired or replaced¹</p>

Your Plan Benefits¹

Workmanship Guarantee



Covered repairs guaranteed
30 days

Accidental Damage from Handling



Drops and cracks are covered

24/7 Tech Support



Need help?
Call Cinch anytime at
(866) 243-8617

¹Subject to terms and conditions; per claim and annual aggregate limits apply.

TXU Energy assists with marketing, enrolling and billing services, but does not provide any claims services. All documents provided other than this letter are solely provided by HomeSure of America, Inc, an affiliate of Cinch Consumer Electronics, Inc. and any reference to "we", "us" or similar terms in those documents refers exclusively to them.

Your service agreement is sold by Cinch Consumer Electronics, Inc., and administered by: LOTSolutions, Inc., 10751 Deerwood Park Blvd., Suite 200, Jacksonville, Florida 32256 (888) 910-4317. Products and services are provided by 4Warranty Corporation, The Service Doc, Inc. (in WI), or Lyndon Southern Insurance Company (in FL: Lic. No.: FL-03698), each of which are subsidiaries of The Fortegra Group, Inc. Fortegra® is the marketing name for the service contract operations of the subsidiaries of The Fortegra Group, Inc. This is a summary of the benefits available. For complete information including details of benefits, coverage, specific exclusions, and limitations please refer to the complete terms and conditions of the service agreement. A service agreement is optional and cancelable. A service agreement is not a warranty.

SAMPLE

SERVICE AGREEMENT – HOME ELECTRONICS AND SMART HOME PRODUCTS
This Agreement is not a Contract of Insurance or a Warranty subject to the Federal Magnuson-Moss Act.

PLEASE READ THIS AGREEMENT CAREFULLY, as it describes the protection **You** will receive in return for **Your** payment of the purchase price of this **Agreement** and it contains a Dispute Resolution/Arbitration Agreement and Class Action Waiver. Refer to the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section for opt-out instructions. **THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.** **You** must keep this **Agreement**, **Your** sales invoice and receipt from the **Seller** for the **Agreement** **You** purchased, as **You** may be required to produce them to obtain service and coverage under this **Agreement**. **You** must maintain **Your Covered Product**, according to recommendations or requirements, if any, of the manufacturer's warranty or the **Seller**. Refer to **Your** sales invoice or receipt to determine the term of this **Agreement** and if there is a deductible required to obtain service. **You** acknowledge **Your** understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out below in this **Agreement**.

NOTICES: (1) THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING FOR IT; (2) THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY ON YOUR COVERED PRODUCT.

I. DEFINITIONS:

- (1) **"We", "Us", "Our", and "Provider"**: The company and provider obligated under this Agreement, **HomeSure of America, Inc.** [4700 Exchange Ct, Suite 300, Boca Raton, FL 33431, (800) 778-8000];
- (2) **"You", "Your", and "Agreement Holder"**: The original purchaser of this **Agreement**;
- (3) **"Administrator"**: LOTSolutions, Inc., 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800-867-2216), Texas License No. 290;
- (4) **"Seller"**: The entity that sold **You** this **Agreement**;
- (5) **"Covered Product"**: Qualifying products indicated on the **Schedule Page** and described in Section II (2) Coverage below, which are covered under this **Agreement**;
- (6) **"Schedule Page"**: The **Schedule Page** provided by the **Seller** along with this **Agreement** where information regarding **You**, the **Agreement** and coverage is shown.

II. TERMS & COVERAGE

- (1) **TERM**: Coverage is inclusive of the manufacturer's warranty. In the event **Your Covered Product** is being serviced by an authorized service center when this **Agreement** expires, the term of this **Agreement** will be extended until covered repair has been completed.
 - **Continuous Monthly Agreements**: If **You** select an **Agreement** that automatically renews on a month-to-month basis from the **Agreement** Effective Date indicated on **Your** sales receipt or **Schedule Page** of this **Agreement**, coverage under this **Agreement** will continue and **You** authorize the **Administrator** or **Seller** to charge **You** for the amount specified on **Your** sales receipt or **Schedule Page** each month until **Your Agreement** is cancelled, **We** have fulfilled **Our** obligations under this **Agreement** in accordance with the Limit of Coverage Liability, or **We** discontinue the monthly renewals. **Your** account must be current to receive coverage under this **Agreement**.
- (2) **COVERAGE**: **We** will repair or replace the **Covered Product(s)**, at **Our** discretion, due to a mechanical or electrical breakdown or failure, including those experienced during normal wear and tear, or from ADH. Parts will be replaced with those of like kind or similar quality. **We** may use new or remanufactured parts. If the **Covered Product(s)** cannot be repaired, or if parts are no longer available or are discontinued by the manufacturer, the **Covered Product(s)** will be replaced as determined by **Us** with a product of similar quality and features. If **You** choose not to accept the replacement product that **We** offer **You**, then **We** will provide a payment to **You** in the form of a check based on the fair market value as determined by **Us**, based upon the age of the **Covered Product**. *You are responsible to backup all computer software and data prior to commencement of repair.* **Coverage under the Agreement will commence thirty-one (31) days after Your Agreement Purchase Date. No service will be provided during the initial thirty (30) days of the Agreement.**
 - **Eligible Products**:
The following Home Electronics products are covered under this **Agreement**:
 - Laptops, Tablets, Printers, Routers, Monitors, Televisions, Gaming Systems, Wearables and PeripheralsThe following Smart Home products are eligible under this **Agreement**:
 - Thermostats
 - **Tech Support**: Coverage under this **Agreement** also includes access to technical assistance and support for **Your Covered Product(s)** during the term of this **Agreement**. Terms of service can be accessed at www.cinchelectronics.com. For tech support call [(833) 209-1545]. Tech Support is not subject to claim limits and is accessible for the entire term of this **Agreement**.
- (3) **LIMIT OF COVERAGE LIABILITY**:
 - **Per Claim Limit**: The maximum amount **We** will pay for the repair or replacement of **Your Covered Product** for any single claim is \$2,500.
 - **Aggregate Claim Limit**: The maximum amount **We** will pay for all claims made in any twelve (12) month rolling period is \$5,000.00. The twelve (12) month rolling period begins on the date of **Your** first claim.
 - **If You Meet or Exceed the Aggregate Limit**: In such event, a covered claim will apply to **Your** aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off **Your** account and that claim, or the associated costs will be added back to **Your** available aggregate claim limit balance. In the event **You** reach the aggregate claim limit and the **Covered Product** requires additional repairs, **We** may be able to provide **You** with information on how to get the **Covered Product** repaired, however, **We** will not be responsible for any costs related to these repairs.

SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.

- (4) **PROPERTY ADDRESS**: Unless otherwise specified, the coverage under this **Agreement** applies to items belonging to **You** or a member of **Your** household, customarily located in the Property Address as listed on the proof of purchase or **Schedule Page**. If **You** change **Your** Property Address, **You** are required to notify the **Administrator** of such request or change. In the event that **You** wish to obtain coverage for more than one property, additional **Agreements** must be purchased.
- (5) **HOW TO GET SERVICE**: **You** must contact the **Administrator** for the appropriate authorized service center. Call the toll-free number at (866) 243-8617 or go online to www.cinchelectronics.com All repairs must be authorized by the **Administrator** prior to performance of work. Claims on unauthorized repairs may be denied. **You** may be asked for a credit card number prior to service being performed. If **You** refuse service on a **Covered Product**, **You** will be billed for that service

provider's applicable charge.

- (6) **SERVICE DELIVERABLES:** You will receive service on Your Covered Product as described below:
- **Carry-In:** Unless otherwise provided in this Agreement, Covered Products must be shipped or delivered and picked up by You at Our authorized service center during normal business hours.
 - **Depot:** Administrator will provide You with a shipping label for You to ship Your failed Covered Product(s) to the nearest repair facility. You are responsible for providing appropriate packaging for shipping. Your product(s) must be properly protected with bubble wrap or other protective materials. We are not responsible for and have no liability for product damaged in shipping. Your repaired product(s) will be mailed back to You at no charge.
 - **In-Home:** Service will be performed in Your Property Address as indicated on Your proof of purchase or Schedule Page. The authorized service center may opt to remove the Covered Product(s) to perform service in-shop. Your repaired product(s) will be returned upon completion.
- (7) **ACCIDENTAL DAMAGE IN HANDLING ("ADH"):** Your Covered Product is protected against accidental damage in handling such as drops and excessive scratching to frames after such an incident occurs. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against theft, mysterious disappearance, misplacement, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the "What is Not Covered" section of this Agreement. Any resultant damage from this type of treatment is NOT covered by ADH. For the purpose of this Agreement, Accidental Damage in Handling is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. For cracked screens on Televisions, Laptops and Tablets, coverage is limited to one repair or replacement per Covered Product, per coverage term and subject to the Limit of Coverage Liability.
- (8) **NO LEMON POLICY:** During the term of this Agreement, and subject to Our Limit of Coverage Liability, after three (3) service repairs have been completed on the same component of an individual Covered Product and that Covered Product component requires a fourth repair, as determined by Us, We will replace it with a product of comparable performance. If We replace the Covered Product, all Our obligations for the Covered Product under this Agreement terminate.

III.WHAT IS NOT COVERED- EXCLUSIONS

- (A) Products not originally covered by a manufacturer's warranty; (B) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (C) Cleaning; Periodic checkups; preventive maintenance; (D) Any and all pre-existing conditions that occur prior to the effective date of this Agreement; (E) Part or repairs due to normal wear and tear unless tied to a breakdown and items normally designed to be periodically replaced by you during the life of the product, including but not limited to batteries, light bulbs, etc.; (F) Damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product; failure to follow the manufacturer's instructions for operation and care of the Covered Product; third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; (G) Loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (H) Incidental, consequential or secondary damages or delay in rendering service under this Agreement; loss of use during the period that the Covered Product is at an authorized service center or awaiting parts; (I) Any product used in a commercial setting; (J) Failures that occur outside of the United States of America and the District of Columbia; (K) Non-functional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (L) Unauthorized repairs and/or parts; (M) Cost of installation, setup, diagnostic charges, removal or reinstallation of the Covered Product, except as provided herein; (N) Accessories used in conjunction with a Covered Product; (O) Any other loss other than a covered breakdown; (P) Service where no problem can be found; noises; squeaks; breakdowns which are not reported during the term of this Agreement; (Q) Additional exclusions specific to Your Covered Product:
- **Specific to Electronics:** In addition to any applicable exclusions listed above, this Agreement only covers the operating condition of Your Covered Product and does not cover (1) non-operating or external parts, e.g. housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; (2) any installed accessory item; (3) any expansion of the channel or frequency range capabilities of the Covered Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power and power connectors and connections; reception or normal signal; (4) Remote controls not provided with purchase of the Covered Product; phonograph cartridges and stylus; mobile phones; and (5) failure due to vermin and insect infestations.
 - **Specific to Computers and Peripheral Equipment:** In addition to any applicable exclusions listed above, We do not cover damage caused by or due to (1) overheating caused by accumulation of dust, fan blockage; misuse and abuse; (2) any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; (3) burned-in image in any other type of display; application programs; operating system software; other software; loss of data or restoration of programs; (4) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; (5) toner and ink cartridges; and (6) failure due to vermin and insect infestations.

IV.CONDITIONS

- A. **RENEWAL:** This Agreement automatically renews on a month-to-month basis. Coverage under Your Agreement will continue and You authorize Administrator/Seller to charge Your credit card for the amount specified on Your payment receipt or Schedule Page each month until Your Agreement is cancelled. We have fulfilled Our obligations under this Agreement in their entirety, or We discontinue the monthly renewals. Your account must be current to receive service. We reserve the right to change the Agreement price or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Your continued use of the Agreement and payment of the Agreement price after such notice, constitutes Your acceptance of the changes and agreement to the terms. If You do not agree to such revised terms, You may cancel this Agreement.
- B. **DEDUCTIBLE:** This Agreement contains a deductible shown in the schedule below, which is due for each repair or replacement of Your Covered Products. The deductible does not apply to the repair or replacement of PC or gaming system, hubs/home controllers, DVD/Blu-Ray Players, audio/video streaming devices, light dimmers, smoke detectors, carbon monoxide detectors, routers, external hard drives, keyboard, mouse, original remote controls, modem or external speakers (wired); however, the costs associated with the repair or replacement of these products will apply toward the per claim limit and aggregate claim limit under the Limit of Coverage Liability section of this Agreement.

COVERED PRODUCTS	DEDUCTIBLE
Laptops, Tablets, Printers, Monitors, Televisions, Gaming Systems, Wearables, Peripherals, Thermostats	[\$75]

- C. **TRANSFERABILITY:** This **Agreement** is non-transferable.
- D. **TERRITORIES:** The **Agreement** territory is limited to the geographic area of the United States of America, including the District of Columbia, only. It does not include any U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands, and does not include Canada.
- E. **SUBROGATION:** If **We** pay or render service for a loss, **We** may require **You** to assign **Us Your** rights of recovery against others. **We** will not pay or render service for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived.
- F. **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** (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 arising under or related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, claims related to the sale or fulfillment of this **Agreement**, and claims against any third-party (including the **Seller** and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this **Agreement** or the underlying transaction or the sale 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 contract, 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, successors, or assigns. "Claims" does not include a claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or purchased **Your Agreement** in California. 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 in any way 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 number and 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 SALES ORDER AND RECEIPT FROM THE SELLER). **You** may opt out by either (1) sending, within 30 days of the date this **Agreement** is executed by **You**, electronic mail to compliance@cinchhs.com, stating **Your** name and intent to opt out of the Arbitration Agreement or (2) by sending a letter by U.S. Mail, or by any nationally recognized delivery service (e.g., UPS, Federal Express, etc.), or by hand delivery to: Cinch Home Services, Inc. Attn: Legal Department – Arbitration Opt-Out, 4700 Exchange Court, Suite 300, Boca Raton, FL.33431 Should **You** not opt out of these Dispute Resolution provisions within the 30-day period, each party shall be bound by the terms of these Dispute Resolution provisions.

G. CANCELLATION:

1. **You** may cancel this **Agreement** at any time by contacting the **Seller** or the **Administrator**. If **You** cancel this **Agreement** within the first thirty (30) days of the **Agreement** Purchase Date, **You** will be refunded the full **Agreement** Purchase Price, less any claims paid. In the event **You** cancel this **Agreement** after thirty (30) days of the **Agreement** Purchase Date, cancellation becomes effective at the end of the current month of coverage and no refund is provided. A penalty of ten percent (10%) of the amount outstanding per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of the notice of cancellation.
2. **We** reserve the right to cancel this **Agreement** at any time for any reason. If **We** cancel this **Agreement**, **We** shall provide notice to **You** at **Your** last known address according to **Our** records at least five (5) days prior to the effective date of cancellation. Such notice will include the effective date and reason for cancellation. Notice is not required if **We** cancel this **Agreement** due to nonpayment, fraud or material misrepresentation by **You** to **Us** or the **Administrator**, or a substantial breach of a duty by **You** relating to the **Covered Product(s)** or its use. If **We** cancel this **Agreement**, **You** will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the **Agreement** Purchase Price, less the cost of claims paid.
3. Once this **Agreement** is cancelled, **You** will be subject to a thirty (30) day waiting period if **You** wish to purchase another **Agreement**.

H. ENTIRE AGREEMENT: This is the entire Service **Agreement** between the parties, and no representation, promise or condition not contained herein shall modify these items.

I. 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 <https://www.cinchhomeservices.com/privacy-policy>.

J. 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 **Covered Product**. 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 **Covered Product**. **You** further agree and acknowledge that **We**, or the **Administrator** under this **Agreement**, are not the supplier of the **Covered Product**. 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".

K. LIMITATION OF LIABILITY:

THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE COVERED PRODUCT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR SELLING RETAILER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS AGREEMENT.

L. NOTICE: Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202.

V.FULL FAITH GUARANTEE

OBLIGATIONS OF THE PROVIDER UNDER THIS SERVICE CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE PROVIDER, HOMESURE OF AMERICA, INC.

We are pleased you have chosen to purchase the TXU Tech Protect Plan.
A copy has been registered with the plan administrator: LOTSolutions, Inc. Please save this Agreement with your important documents. We appreciate your business and welcome the opportunity to serve you.

Customer Name: First Name Last Name
Address: XXX
State, Zip: XXX

Your Agreement number is shown below. The term of this Agreement begins on the effective date shown below. Your agreement will auto renew on a monthly basis for a 12 month period. Annual notifications of your monthly payment plan will be sent 45 days prior to end of 12 month period. Service plan can be canceled at any time.

Warranty = Manufacturer's Warranty
Agreement = Extended Service Plan
Issuing Sales Representative: Cinch Consumer Electronics, Inc.
Agreement Sales Price: \$15.95
Plan Purchase: Repair for 1 Months
Deductible: \$75.00

SERVICE PLAN AGREEMENT

This Agreement covers the item(s) listed below:

SERVICE TYPE

CARRY IN
IN HOME

DESCRIPTION	MANUFACTURER	MODEL	SERIAL No.	AGREEMENT No.	EFFECTIVE DATE	EXPIRATION DATE
FLAT PANEL TV LAPTOP TABLET WEARABLE MONITOR MOUSE KEYBOARD EXTERNAL HARD DRIVE COMPUTER EXTERNAL SPEAKERS AUDIO HEADSET PRINTER (INKET, LASER, ALL IN ONE) VIDEO GAME ACCESSORIES VIDEO GAME CONSOLE VIDEO GAME CONTROLLER E-READER THERMOSTAT				#0123456789	10/09/2024	11/09/2024