



**SERVICE AGREEMENT  
DECLARATIONS**

**PURCHASER INFORMATION**

NAME	PHONE	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP CODE

**SELLER INFORMATION**

SELLER NAME Amber Technologies, Inc.	PHONE (415) 240-4400	EMAIL ADDRESS <a href="mailto:sales@getamber.com">sales@getamber.com</a>	
MAILING ADDRESS 2261 Market Street #5280	CITY San Francisco	STATE CA	ZIP CODE 94114

**VEHICLE INFORMATION**

YEAR	MAKE	MODEL
CONTRACT NUMBER	CURRENT ODOMETER READING	VIN # (17 DIGITS)

**SERVICE AGREEMENT INFORMATION**

PURCHASE DATE	COVERAGE AmberCare Essentials	DEDUCTIBLE \$00	COVERAGE OPTIONS MEDIA CONTROL UNIT
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**TERM**

TERM MONTHS	EXPIRATION DATE	EXPIRATION MILES
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**THIS VEHICLE COVERAGE REQUIRED BY CALIFORNIA LAW AND THE 30 DAY AND 1000 MILE WAIVER PERIOD FROM AGREEMENT PURCHASE DATE BEFORE COVERAGE TAKES EFFECT. THIS AGREEMENT IS NOT RENEWABLE.**

**APPLICANT'S ACKNOWLEDGMENT**

The undersigned purchaser of this Agreement has read the entire Agreement. The Declarations Section identifies the Coverage selected. The specific components of coverage are identified in the Coverage Section. FOR REQUIREMENTS AND/OR DISCLOSURES THAT ARE SPECIFIC TO YOUR STATE, PLEASE REVIEW THE SPECIAL STATE REQUIREMENTS SECTION OF THIS AGREEMENT. SPECIAL STATE REQUIREMENTS SUPERSEDE ANY AND ALL APPLICABLE PORTIONS OF THE APPLICANT'S ACKNOWLEDGEMENT SECTION OF THIS APPLICATION.

By initialing the bottom of this page, I agree that I have reviewed all material conditions that I must meet to maintain coverage under this Agreement, including, but not limited to, the maintenance requirements contained herein in Section IV, and the "Claim Procedures" requirements found in Section III; I further agree that I have reviewed the covered parts and exclusions found in Sections V and VI; I further agree that I have reviewed any time or mileage limitations contained in the Declarations page and Section III; I further agree that the implied warranty of merchantability on the motor vehicle is not waived if the Agreement has been purchased within ninety (90) days of the purchase date of the motor vehicle from a provider or service contract seller who also sold the motor vehicle covered by the Agreement; I further agree that I have reviewed the cancellation provisions and understand my right to receive a refund as described in Section XII and applicable state endorsements.

My signature below means that I have read and understand the time and mileage limitations, coverage, maintenance requirements, and exclusions, and that the repair of non-covered components is excluded from coverage. I have reviewed the Coverage and options available. All the options I wish to purchase are clearly marked above. I have read and understand the "Your Responsibilities" Section of this Agreement. I hereby declare that I have received the Agreement and the above information is correct.

**I UNDERSTAND THAT THE AGREEMENT WILL BE BETWEEN THE OBLIGOR AND MYSELF AS THE APPLICANT.**

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ AUTHORIZED SIGNATURE & TITLE \_\_\_\_\_



## GENERAL AGREEMENT PROVISIONS

### I. NATURE OF AGREEMENT

This is a Service Agreement ("Agreement") between You and the Obligor.

### II. ENTIRE AGREEMENT

This Agreement, including the terms, conditions, limitations, exceptions, definitions, and exclusions, the application form, and the Declarations Section, together with any endorsements, if any, constitute the entire Agreement. No one other than the parties hereto, by mutual agreement, may change this Agreement or waive any of its provisions. This Agreement gives You specific rights. You may have other rights that may vary from state to state. Please see the Sections in this Agreement that reference state-specific information. The purchase of this Agreement is not a requirement for the purchase, lease, or financing of the Vehicle. This Agreement is a service contract, it is not insurance.

This Agreement includes coverage for mechanical Breakdown and is for Your sole benefit and applies only with respect to the described Vehicle. **This Agreement will be invalidated if there has been an inaccuracy, tampering, or alteration to the odometer mileage of the Vehicle so that the Vehicle's true and actual mileage is not shown on the odometer or cannot be determined. If the odometer becomes inoperable during the term of this Agreement, You must immediately notify Us and within fifteen (15) days of the odometer becoming inoperable provide documentation proving that the odometer has been repaired.**

The standard Deductible amount is \$250.00.

Obligations of the Obligor under this service contract are limited by the financial health and credit of the Obligor.

### III. AGREEMENT PERIOD

Coverage under this Agreement begins after expiration of the Waiting Period, which is when thirty (30) days and 1,000 miles driven on Your Vehicle have elapsed from date of Agreement purchase. **Any Breakdown that occurs prior to or during the Waiting Period is not covered.** If this Agreement is a continuation of coverage from another contract provided by Us and there has been no lapse or interruption in coverage under the initial contract, the Waiting Period requirement is waived. This Agreement expires when the Expiration Date listed in the Declarations Section, the Miles limit in the Declarations Section, or the Limit of Liability for the Agreement has been reached, whichever occurs first, unless it is earlier canceled as described in this Agreement.

### IV. YOUR RESPONSIBILITIES

#### A. YOUR MAINTENANCE REQUIREMENTS

You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the owner's manual. **NOTE: Your owner's manual may list different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your driving habits and climate conditions. Failure to follow the manufacturer's recommendations that apply to Your driving habits and climate conditions may result in the denial of coverage.** If an owner's manual was not provided with Your Vehicle, You can contact Your Vehicle's manufacturer for maintenance requirements. You must also maintain Your Vehicle's odometer in operable condition or promptly repair it as set forth above.

You must retain verifiable receipts for all maintenance services proving purchases of all required parts and materials necessary to perform the required maintenance, confirming the date and mileage for the services performed. Maintenance and/or service work receipts may be requested by the Administrator.



## B. TRANSFER OF MANUFACTURER'S WARRANTY

You are responsible for the transfer, and any applicable transfer fees, to retain all manufacturers' warranties available on the Vehicle listed in the Declarations Section of the Agreement. Failure to transfer the manufacturer's warranty can result in denial of a claim if the manufacturer's warranty would normally have been in effect if the transfer had been made and would have covered the Breakdown.

## C. TRANSFER OF THIS AGREEMENT

During the term of this Agreement, You may transfer it to a subsequent owner of the Vehicle for a fee of fifty dollars (\$50), payable to Us. The subsequent owner may also transfer the manufacturer's warranty, if available. Written evidence of all required maintenance services must be provided upon transfer. Transfer is limited to an individual purchaser of the Vehicle (not a dealer) and the title may not pass through a dealer. All terms and conditions of the original Agreement will apply to the transferee. Submission of a transfer application must be completed within thirty (30) days of the sale or transfer of the Vehicle to the subsequent owner. The transfer application may be obtained by contacting Us.

Refer to the State Endorsement section for any exceptions or additional requirements in relation to the transfer of this Agreement.

D. You must follow the claim procedures set forth in Section VII below.

## V. COVERAGE

Coverage under this Agreement applies only to the parts listed below and to related labor, but not if they are covered by insurance or the manufacturer's warranty. If a Breakdown occurs that is covered in accordance with the terms of this Agreement, We will provide for payment or reimbursement to an Authorized Repair Facility for pre-authorized expenses for the repair or replacement of the Covered Part(s) in accordance with the provisions of this Agreement. We will provide for payment or reimbursement for the repair or replacement of the Covered Part(s) at the manufacturer's suggested retail price for parts and the repair facility's published hourly labor rate multiplied by the appropriate repair time, as published in a national labor time guide, and subject to the Deductible and other provisions of this Agreement. Reimbursement may be made directly to You for an authorized claim. Repairs and replacements will be made with parts of like kind and quality (including any new, re-manufactured, exchanged, or serviceable used components or parts at Our option).

In the event of a Breakdown, We will provide for payment or reimbursement to an Authorized Repair Facility for repair of all Covered Parts of Your Vehicle that have not experienced a Breakdown except those listed under "What is Not Covered."

- A. The following parts are Covered Parts under this Agreement, if equipped on Your Vehicle:
- |   |                                   |
|---|-----------------------------------|
| Battery                                       | High Voltage Junction Box         |
| Electric Drive Unit                           | DC/DC Charger                     |
| Contactors                                    | High Voltage Controller           |
| Power Conversion System ("PCS")               | Battery Management System ("BMS") |
| Charger/Secondary Charger                     | Heat Pump                         |
| High Voltage Harnesses / High Voltage Cables  | AC Compressor                     |
| Positive temperature coefficient (PTC) heater |                                   |

The following parts are covered by this Agreement to the extent that You elect and pay for any supplemental premium that applies.

Media Control Unit



- B. The following provisions apply specifically to Batteries and Drive Units and will take precedence over any other terms in this Agreement in case of a conflict.

If Your Battery or Drive Unit requires repair following a Breakdown covered by this Agreement, Amber will provide for payment or reimbursement to an Authorized Repair Facility to repair the unit, or replace it with a new, reconditioned, or re-manufactured part at Amber's sole discretion. The replacement may not restore the Battery or Drive Unit to a "like new" condition but shall approximate the performance immediately prior to the Breakdown, taking into consideration factors including the age and mileage of the Vehicle.

Your Vehicle may update its software automatically to provide new features and improvements for Your Vehicle, including updates to protect and improve Battery longevity. **Any noticeable changes to the performance of the Battery due to these software updates are not covered under this Agreement.**

## VI. WHAT IS NOT COVERED

- A. This Agreement does not provide coverage for:
1. Any part not specifically listed as a Covered Part in Section (V)(A);
  2. Any condition that existed prior to the effective date of coverage under this Agreement (including the Waiting Period);
  3. Repair or replacement of any part due to a condition that existed prior to the purchase of this Agreement;
  4. Repairs, replacements, or alterations made without prior authorization, without following the required claim procedure, or by anyone other than an Authorized Repair Facility;
  5. The normal maintenance services and parts required or recommended by Your Vehicle manufacturer and other normal maintenance services and parts;
  6. Diagnostic charges, cost of disassembly, or cost of assembly if Your Breakdown is not covered or has been denied;
  7. Repairs or replacements covered by any insurance policy, repairer's/supplier's guarantee, other service contract, or manufacturer's or seller's warranty, even if coverage is revoked or denied for any reason, including manufacturer insolvency;
  8. A Breakdown which does not occur during or is not reported to us within the term of Your Agreement unless expiration of the Agreement falls on a holiday or weekend, then the next business day will be acceptable;
  9. Repairs if the odometer has ceased to operate and odometer repairs have not been made as soon as reasonably possible, or the odometer has been altered, tampered with, disconnected, or in any way misrepresents the vehicle's actual mileage after you purchased Your Vehicle;
  10. Repairs or replacements of any parts or components that do not meet original manufacturer's specifications as installed at the time of original vehicle assembly;
  11. Any part which has not sustained a Breakdown, but which a repair facility recommends or requires be repaired or replaced in connection with the repair or replacement of a Covered Part. This includes any expense due to engineering upgrades or for repairs made solely to meet or maintain governmental emission standards;
  12. Storage charges, freight charges, shop supplies, hazardous waste disposal fees, freight and/or delivery charges;



13. Economic or consequential loss, including loss of time, inconvenience, or other incidental loss or damage that may result from a Breakdown, except as may otherwise be provided as an express benefit in this Agreement;

14. Repairs or replacements made outside of the United States;

15. For Battery failure, if Your Vehicle is not equipped with a battery thermal management system.

B. This Agreement does not provide coverage if Your Vehicle has been declared a total loss or if Your Vehicle has been issued a salvage or branded title.

C. This Agreement does not provide coverage if You use Your Vehicle (i) to plow snow, whether or not the plow blade is attached to Your Vehicle; (ii) for commercial hauling, delivery, limousine service, rideshare, or transportation network (e.g. Uber, Lyft) or other commercial services (such as Turo or other rental); (iii) for hauling or towing in excess of the manufacturer's limitations and specifications; or (iv) for racing, speed contests, or other competition.

D. This Agreement does not provide coverage for damages caused by:

1. Collision or impact, fire, theft, or attempted theft, freezing, vandalism, malicious mischief, riot, civil commotion, explosion, lightning, water, flood, falling missiles or objects, or contributed to by road debris, foreign objects and/or the use of contaminated fuels, fluids, lubricants, or refrigerants, and the resultant rust, corrosion or consequential damage, sludge or restricted oil flow;

2. Misuse, alteration, abuse, negligence, or lack of proper maintenance or breakdowns caused by improper servicing or improper repairs, insufficient coolants or lubricants, rust and/or corrosion;

3. Aftermarket modifications made after You purchased Your Vehicle which do not meet factory specifications;

4. A power surge or the failure to follow proper charging procedures or use of incompatible charging devices Your Vehicle;

Intentional actions, including intentionally abusing or destroying the Battery or Drive Unit or ignoring active vehicle warnings or service notifications);

The servicing or opening of the Battery or Drive Unit by anyone other than technicians of an Authorized Repair Facility;

7. Exposure to sunlight, airborne chemicals, and tree sap.

## VII. CLAIM PROCEDURES

In the event of a Breakdown, You must take immediate action to prevent further damage. This Agreement will not cover the damage caused by continued operation or by not securing a timely repair of the failed component. You are responsible for observing Vehicle warning lights and gauges, or any other signs of overheating or component failure, and taking appropriate action immediately. Failure to do so may result in the denial of coverage. If Your Vehicle incurs a Breakdown, You must take the following steps:

1. If your Vehicle displays concerning alerts, exhibits drivability concerns, or becomes disabled, take it or have it towed to an Amber Authorized Repair Facility and schedule a diagnostic inspection. Instruct the Authorized Repair Facility to proceed with a diagnostic.
2. Contact Amber or file a claim online at [www.getamber.com](http://www.getamber.com) to start the claim and let Us know the location of the Authorized Repair Facility.



3. Submit or have the Authorized Repair Facility submit to Us a dated and detailed repair estimate at [claims@getamber.com](mailto:claims@getamber.com) exhibiting that the diagnostic has been completed; in addition to sufficient detail on the stated concern, diagnosis, and recommendation correction, repair estimate documents should be computer generated, on the Authorized Repair Facility's letterhead, and provide identifying information of the Vehicle (owner name, vehicle year, make, model, VIN, and mileage at time of diagnostic).
4. **Obtain or instruct the Authorized Repair Facility to obtain a claim number from Us before any repair is made.** A claim number can be obtained from Us by calling us at (415) 240-4403. **Should an emergency occur which requires a Breakdown repair to be made at a time when Our office is closed, You may proceed with the repair and then You must call Us no later than the next business day to determine if such repair will be covered by the Agreement.** If covered, You will be eligible for reimbursement on covered repairs provided You follow all other procedures outlined in this section.
5. Submit or have the Authorized Repair Facility submit to Us a dated and detailed repair invoice at [claims@getamber.com](mailto:claims@getamber.com) exhibiting that the authorized repair has been completed; in addition to including sufficient detail to validate the repair (for example, parts and labor hours), repair invoice documents should be computer generated, on the Authorized Repair Facility's letterhead, and provide identifying information of the vehicle (owner name, vehicle year, make, model, VIN, and mileage at time of repair).
6. Once Your Vehicle repair is complete, have the Authorized Repair Facility call Us at (415) 240-4403 to receive payment from Us. If the Authorized Repair Facility requires You to submit payment, please do so and call Us at (415) 240-4403 to receive reimbursement. **Our payment to the Authorized Repair Facility or Our reimbursement to You will be subject to Your Deductible amount.**
7. Submit any invoices from tow or substitute transportation services.

#### VIII. TOWING AND SUBSTITUTE TRANSPORTATION BENEFITS

- A. Towing: In the event of a Breakdown, We will reimburse You up to \$400.00 for Your receipted expenses to tow Your Vehicle to the nearest Authorized Repair Facility. You will be entitled to one towing reimbursement per Breakdown.
- B. Transportation: In the event of a Breakdown, We will reimburse You for Your receipted expenses for (1) replacement vehicle (from a licensed rental agency), (2) ride sharing service, or (3) public transportation while Your Vehicle is at an Authorized Repair Facility (each, a "rental"). Reimbursement in connection with a single Breakdown will be provided to You up to a maximum of one hundred dollars (\$100) per day for a maximum of fourteen (14) days.

#### IX. LIMIT OF LIABILITY

Our limit of liability to the Batter, which shall not be reduced by an applicable deductible, shall not exceed twenty-five thousand dollars (\$25,000).

Our total aggregate limit of liability for all pending and paid claims during the term of this Agreement, which shall not be reduced by an applicable deductible, shall not exceed thirty thousand dollars (\$30,000).

Once a Covered Part has been repaired or replaced, there is no further coverage for that component.

Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Vehicle, loss of time, loss of wages, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your





**Vehicle is expressly excluded, unless explicitly provided otherwise in the “Towing and Substitute Transportation Benefits” section above.**

#### **X. RIGHT TO RECOVER PAYMENT**

If You have a right to recover funds that We have paid under this Agreement against another party (such as a manufacturer’s warranty claim, parts warranty, insurer, other service contract, etc.), Your rights shall become Our rights. You agree to provide reasonable assistance to help Us to recover these funds. We shall recover only the excess after You are fully compensated for Your loss.

#### **XI. ARBITRATION**

This Agreement requires binding arbitration if there is an unresolvable dispute between You and Us concerning the Agreement (including the cost of, lack of, or denial of repair or replacement arising from a Breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration, or any consolidation of individual arbitrations. In arbitration, a single arbitrator (who will be an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of the arbitrator will determine the outcome of the arbitration, and the decision of the arbitrator shall be final and binding and cannot be reviewed, changed by, or appealed to, a court of law.

**To start arbitration, You must make a written demand to start arbitration at the following address:**

Amber Technologies, Inc.  
Attention: Legal  
2261 Market Street #5280  
San Francisco, CA 94114

This demand must be made within (1) year of the earliest of the time the Breakdown occurred or the dispute arose. You and We will jointly select an arbitrator. The expenses of the arbitrator will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. Chapter 1) and not by any law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Agreement. The laws of the state of Delaware (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and any transaction contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of the Agreement.

#### **XII. CANCELLATIONS**

You may cancel this Agreement at any time by sending Your written request, within thirty (30) days after the requested cancellation date, to the Administrator. If You cancel this Agreement, coverage will terminate and will not be reinstated. A copy of Your Agreement and a notarized odometer statement indicating the odometer reading of Your Vehicle on the date of the request for cancellation is required. If You cancel this Agreement during the Waiting Period, the Agreement is void and the entire Agreement purchase price will be refunded. If You cancel this Agreement after the Waiting Period, the unearned Agreement purchase price will be refunded calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of months this Agreement was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less an administrative fee of \$50 and the total amount of all claims paid. If the sum of the administrative fee and the total amount of all claims paid is greater than the lesser amount produced using either the number of months this Agreement was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, then your refund will be \$0.



We may cancel this Agreement based on one or more of the following reasons: (1) Your Vehicle's odometer is disconnected or altered; (2) Your Vehicle is used in a manner not covered by this Agreement; (3) You do not pay the Agreement purchase price; (4) Your Vehicle has been altered beyond manufacturer's specifications, or (5) You commit fraud or material misrepresentations. If We cancel this Agreement during the Waiting Period, the entire Agreement purchase price will be refunded. If We cancel this Agreement after the Waiting Period, the unearned Agreement purchase price will be refunded calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of months this Agreement was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation less an administrative fee of \$50 and the total amount of all claims paid. If the total amount of all claims paid is greater than the lesser amount produced using either the number of months this Agreement was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, then your refund will be \$0.

If You are owed a refund due to a cancellation, it will be paid to You within (45) days of the effective date of the cancellation.

### XIII. DEFINITIONS

**Administrator:** Amber Technologies, Inc., 2261 Market Street #5280, San Francisco, CA 94114.

**Agreement:** This Service Agreement between You and Us.

**Authorized Repair Facility:** Any Tesla Service Center, Amber approved service centers (as shown at [www.getamber.com](http://www.getamber.com)), or any repair facility otherwise approved by Amber. You may call us at (415) 240-4403 for information regarding Authorized Repair Facilities.

**Battery:** The high-voltage lithium-ion battery that powers Your Vehicle.

**Breakdown:** The failure of a Covered Part, which occurs under normal use and maintenance, because of a mechanical defect or faulty workmanship by the manufacturer which renders the Covered Part incapable of performing the function for which it was designed. Failure does not include the gradual loss in operating performance due to normal wear and tear.

Your Vehicle's Battery, like all lithium-ion batteries, will experience gradual loss of capacity with time and use. **Loss of Battery capacity or output over time or due to or resulting from Battery usage is not a Breakdown.**

**Covered Part:** A part listed in Section (V)(A) as covered under this Agreement.

**Deductible:** The amount to be paid by You per repair visit for a Breakdown(s). If a deductible is not indicated, a \$250.00 deductible will apply.

**Drive Unit:** The component of Your Vehicle that commonly consists of the electric motor, inverter, and gearbox. Your Vehicle may have more than one Drive Unit, depending on the make and model.

**Vehicle:** The vehicle identified in the vehicle information section on the front page of this Agreement.

**Waiting Period:** The period that starts on the Agreement Purchase Date shown on the Declarations page and runs for thirty days and 1,000 miles driven on Your Vehicle before coverage under this Agreement takes effect; the day after the Agreement Purchase Date will be considered day one.

**We/Us/Our/Amber:** The service contract provider and obligor of this Agreement. In all states except Florida, Oklahoma, and Washington, the obligor of this Agreement is Amber Warranty Services I, Inc., 2261 Market Street #5280, San Francisco, CA 94114, (415) 240-4403. In Florida, Oklahoma, and Washington, the obligor of this Agreement is Amber Warranty Services II, Inc., 2261 Market Street #5280, San Francisco, CA 94114, (415) 240-4403.

**You/Your:** The purchaser of this Agreement or authorized transferee.





## State Endorsements

Connecticut: If this Agreement is for less than one year and the Vehicle is being repaired, then this Agreement is automatically extended while the Vehicle is being repaired under the terms of this Agreement. In-home service is not available under this Agreement. You have the right to cancel this Agreement if You return the Vehicle or if the Vehicle is sold, lost, stolen, or destroyed. You have the right to file a written complaint which must include a description of the dispute, the purchase or lease price of the Vehicle, the cost of repair of the Vehicle, and a copy of this Agreement. Complaints can be mailed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

Florida: Our license number is 54777. The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation. You may cancel this Agreement within 60 days after purchase and receive a refund of 100% of the Agreement Price paid, less claims paid. If you cancel this Agreement more than 60 days after purchase, then you will receive a refund of 90% of the unearned pro rata Agreement Price, less claims paid. After this Agreement has been in effect for 60 days, we may only cancel for the following reasons: a) there has been a material misrepresentation or fraud at the time of sale of the Agreement ; b) you have failed to maintain the Vehicle as prescribed by the manufacturer; c) the odometer has been tampered with or disabled and you have failed to repair the odometer; d) for nonpayment by you, in which case we shall provide you notice of cancellation by certified mail. If we cancel this Agreement, you will receive a refund of 100% of the unearned pro rata Agreement Price, less claims paid. There is no cancellation fee if we cancel this Agreement.

Minnesota: If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least 15 days prior to the effective date of cancellation, except if we cancel for nonpayment, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Vehicle or its use, in which notice will be provided at least 5 days in advance. If this Agreement is cancelled, a 10% penalty per month shall be added to any refund that is not paid or credited within 45 days of Your request for cancellation.

New Hampshire: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301; (603) 271-2261. Claims paid will not be deducted from any refund owed. The cancellation fee is \$50 or 10% of the Agreement Price, whichever is less. The Arbitration provision is subject to New Hampshire Revised Statutes Chapter 542. Any civil action or alternative dispute resolution procedure shall be brought in New Hampshire courts.

New Jersey: **The product 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, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.** If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least 5 days prior to the effective date of cancellation. Prior notice is not required if We cancel for nonpayment, material misrepresentation or omission by you to us, or a substantial breach of contractual obligations relating to the Vehicle or its use. If this Agreement is cancelled, a 10% penalty of the Agreement Price per month shall be added to any refund that is not paid or credited within 45 days of Your request for cancellation.