Mulberry Protection Plan

Service Agreement
Terms & Conditions
The following are the Terms and Conditions for Mulberry Shield, Inc.

This is an explanation of your coverages and exclusions that are purchased with your Service Contract.

If you have a question about which version applies to your product, please feel free to contact Mulberry’s support team at help@getmulberry.com or at 917-994-6394.

Versions:

AmTrust D2C Terms and Conditions
AmTrust Retailer Terms and Conditions
Lexington D2C Terms and Conditions
Lexington Retailer Terms and Conditions
AMTRUST D2C TERMS & CONDITIONS

Mulberry Protection Plan

Service Agreement

Terms & Conditions
Service Agreement

Overview

Thanks for choosing Mulberry to protect your product! This document will provide you with all the information you need to know about how your Mulberry plan works and what it covers.

In this agreement, you’ll find:

1. **Your Agreement Information**
   - All of the basics including when your coverage begins and ends.

2. **Guide to the Agreement**
   - What do all of the terms in the agreement mean exactly? We make it simple for you.

3. **How to Get the Most from Your Coverage**
   - Best practices to make sure there are no surprises.

4. **How to File a Claim**
   - Filing a claim with Mulberry is easy! We walk through all the details here.

5. **How Repairs Work (If They’re Needed)**
   - If your product needs to be repaired, this section walks through how to ensure the process is safe and simple for both you and the repair technician.

6. **Coverage Details**
   - The specifics on exactly what your plan covers.

7. **Conditions**
   - Details on plan transfers, cancellations and more.

8. **Legal Disclosures**
   - Information on your legal rights with Mulberry.

9. **State Requirements and Disclosures**
   - Overview of regulations (if any) put in place for particular U.S. states.

If you have any questions about this agreement or your coverage, please reach out to Mulberry’s support team at help@getmulberry.com or at 917-994-6394.
1. **Your Agreement Information**

   **Name of Agreement Holder:** Jane Doe  
   **Address:** 123 Any Street, Floor 2, Elizabeth, NJ 07208  
   **Email:** email@emaildomain.com  
   **Phone:** 123-605-3585  
   **Selling Retailer:** Elite Test Furnishings  
   **Agreement Number:** MULB3278872  
   **Covered Product:** Danby Refrigerator  
   **Product Purchase Date:** May 1, 2022  
   **Product Purchase Price:** $XXX.XX  
   **Agreement Opt-in Date:** May 1, 2022  
   **Agreement Consideration:** Your first and last names, email address, shipping address, phone number  
   **Agreement Term:** (XX) Years or Monthly  
   **Agreement Start Date:** May 1, 2019  
   **Agreement End Date:** May 1, 2024  
   **Waiting Period (before coverage begins):** None  
   **Deductible:** $0  
   **Coverage Type:** ADH  
   **Service Type:** {Repair or Replacement}  
   **Service Location:** {On-site, Depot or Mail-In/Carry-In}  
   **Renewal Eligible:** Yes, No

2. **Guide to the Agreement (Important Terms & Definitions)**

   2.1. **“Provider”, “Obligor”, “Mulberry”, “We”, “Us” and “Our”**: The company obligated under this Agreement, Mulberry Shield, Inc., PO Box #453, New York, NY 10014, 917-994-6394, except in the States of Hawaii and Washington, where the **Provider** is Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44144, and in the State of Florida, where the **Provider** is Technology Insurance Company at 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114; 866-505-4048; License #03605.  
   2.2. **“You” and “Your”**: The original purchaser of the **Covered Product** or the owner of the product to whom the service agreement was validly transferred pursuant to the requirements of this **Agreement**.  
   2.3. **“Agreement”**: this Agreement together with the State-Specific Terms and Conditions identified below.  
   2.4. **“Selling Retailer”**: The entity selling the **Covered Product** and this **Agreement**.  
   2.5. **“Covered Product”**: The product that is covered by this **Agreement** and which is identified on **Your** Receipt.  
   2.6. **“Agreement Consideration”**: The contact information **You** shared with Mulberry when **You** opted into this Agreement, which constitutes the necessary consideration for the initial term of this Agreement (as reflected in “Your Agreement Information”). Subsequent renewals of this Agreement may require Additional Consideration and may be provided to **You** under a separate Agreement.  
   2.7. **“Additional Consideration”** The monetary amount identified for subsequent terms of this Agreement, which will be identified on Your renewal letter.  
   2.8. **“Breakdown”**: The inability of the **Covered Product** or part thereof, under normal service and usage of the **Covered Product**, to perform the function for which it was designed, due to a material defect or failure that is not related to the action or inaction of any non-covered part or outside influence. A gradual reduction in performance referred to as “unusual wear and tear,” will be considered a Breakdown when the wear has exceeded the manufacturer's published tolerances. Please refer to the provisions under the EXCLUSIONS section for a listing of conditions under which the failure of a **Covered Product** is not considered a Breakdown.

3. **How to Get the Most from Your Coverage**

   3.1. Please read this **Agreement** carefully, as it describes the protection **You** will receive for the initial term of this Agreement in return for **Your Agreement Consideration**. Subsequent terms of this Agreement may require **You** to provide Additional Consideration in exchange for the protection described below.  
   3.2. **You** must keep this **Agreement**, **Your Agreement confirmation** email, and receipt for the product **You**
For successful in-home service, we request that you:

3.3. You must maintain the Covered Product as recommended by the manufacturer’s owner’s manual and warranty.

3.4. Please refer to this Agreement, Your Agreement confirmation email, or invoice to determine the term of this Agreement, the type of plan You selected, and if there is a deductible required to obtain service under this Agreement.

NOTICE: (1) THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER’S WARRANTY FOR THE COVERED PRODUCT; (2) OPTING INTO THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING FOR IT. (3) PRODUCT MUST BE LESS THAN FIVE YEARS OLD AT TIME OF AGREEMENT SELECTION. (4) COVERAGE UNDER THIS AGREEMENT WILL BEGIN FROM THE PRODUCT DATE OF PURCHASE OR INSTALLATION/Delivery AND CONTINUE FOR THE PERIOD OF TIME INDICATED IN “YOUR AGREEMENT INFORMATION”, YOUR SALES RECEIPT OR INVOICE. IF YOU PURCHASED THIS AGREEMENT AFTER COVERED PRODUCT DELIVERY, COVERAGE UNDER THIS AGREEMENT WILL BEGIN FROM THE DATE OF AGREEMENT PURCHASE AND THERE IS A 30-DAY WAITING PERIOD BEFORE YOU CAN FILE A CLAIM. (5) PRODUCT ELIGIBILITY IS AT MULBERRY’S DISCRETION.

4. How to File a Claim

4.1. Please do not return the Covered Product to the Selling Retailer where You purchased the Covered Product, obtain unauthorized service not approved by Mulberry, or discard the Covered Product unless advised to do so by Mulberry.

4.2. Go online to getmulberry.com/contact or Call Us toll-free at 855-220-7601 between the hours of 9:00 AM and 6:00 PM Eastern Standard Time and You will be advised on how to obtain a replacement product, service, or other compensation. We will issue You a Claim ID; You may be required to ship Your defective item to an address provided to You, in which event You must write the Claim ID on the outside of the package. Products found to be non-defective will be returned to You unrepaired.

4.3. If You purchased this Agreement after the delivery of your Covered Product, there is a 30-day waiting period before you can file a claim.

4.4. You are not responsible for the cost of postage and/or shipping. Your product must be properly protected with bubble wrap or other protective materials.

4.5. Many oversights, which are not covered under this Agreement, can be due to simple circumstances such as the Covered Product not being switched on, being unplugged, or a fuse blown at the junction box. To avoid a non-covered claim, perform a hard reset, if applicable, as illustrated by the manufacturer in the owner's manual of Your Covered Product.

4.6. If You refuse service on a Covered Product after Mulberry has dispatched the authorized technician to Your location, You will be billed for that service’s applicable trip charge. If You refuse service on a Covered Product, We are no longer responsible for any costs associated with the repair or replacement of Your Covered Product and may choose to cancel this Agreement. If this Agreement is cancelled, no further action to repair or replace Your Covered Product will be considered.

5. How Repairs Work (If They’re Needed)

5.1. In-Home/On-Site:

5.1.1. In-home service will be provided by Our authorized, third-party service provider during regular business hours, local time, excluding holidays. Mulberry’s authorized, third-party service provider may opt to remove the Covered Product to perform service in-shop. If the Covered Product requires in-shop repair, the shipping and/or transportation will be covered by this Agreement. The Covered Product will be returned, at Our cost, upon completion.

5.1.2. For products of a reasonable size and weight, You may be required to carry the Covered Product to a local authorized service provider of Mulberry’s choice for repairs.

5.1.3. If an authorized service provider is unavailable in Your area, You may be responsible for locating a service provider and facilitating the service for Your Covered Product, as governed by the terms in section “Customer Service Reimbursement”.

5.1.4. We are not responsible for delay in service or use of the Covered Product while the Covered Product is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this Agreement.

5.1.5. For successful in-home service, we request that you:
5.1.5.1. Provide Our authorized service provider with accessibility to the Covered Product.
5.1.5.2. Provide a non-threatening, non-hazardous and safe environment for Our authorized service provider.
5.1.5.3. Ensure that an adult over the age of eighteen is present for the period of time that Our authorized service provider is on Your property servicing the Covered Product.

5.2. Deposit Service:
5.2.1. If depot service is included with Your Agreement, Mulberry will provide 2-way shipping to and from a depot service center of Mulberry’s choice.

5.3. Customer Service Reimbursement:
5.3.1. To qualify for Customer Service Reimbursement, You will be required to submit proof of payment for services rendered on Your Covered Product. Failure to produce proof of payment for service may cause Your claim to be denied.

5.4. You must contact a manufacturer-authorized service provider in Your area or obtain permission from Mulberry before contacting a non-authorized service provider. We are not responsible for delay in service or use of the Covered Product while the Covered Product is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this Agreement.

NOTICE: (1) BREAKDOWN CHARGES, INSPECTION FEES, INSTALLATION FEES, OR ESTIMATE CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.

6. Coverage Details
1. ALL PLANS:
   a. WHAT IS COVERED
      i. Parts for the Covered Product will be replaced in the event of a Breakdown during the coverage period, including those experienced because of unusual wear and tear, failure of the product for its intended purposes due to inherent defect, as well as a mechanical or electrical failure caused by a direct result of power surge (in the absence of insurance coverage) with those of like kind and quality at Our sole discretion. Mulberry may use new, remanufactured or refurbished parts in repairing the Covered Product.
      ii. If the Covered Product cannot be repaired or if the cost of its repair is deemed cost-prohibitive by Mulberry, the Covered Product may be replaced, as determined by Mulberry, with a new or refurbished product of like kind or similar features.
      iii. If replacement parts are not available for the Covered Product or have been discontinued by the manufacturer, Mulberry will replace the Covered Product as determined by Mulberry with a new or refurbished product of like kind, similar quality or features or, Mulberry may, at its discretion, choose to provide a payment, retailer credit or other monetary compensation to You.
      iv. If three (3) service repairs have been completed for the Covered Product for the same problem, as determined by Mulberry, in lieu of performing a fourth (4th) repair on the Covered Product, Mulberry may replace it with a product of like kind or similar features, or issue a check, store credit or other monetary compensation to You.
      v. If We replace the Covered Product or issue a reimbursement of any kind up to the product purchase price, including a store credit, all of Our obligations for the Covered Product under this Agreement terminate and will be considered fulfilled.
      vi. Any replacement product provided to You as a result of a claim being made under the terms of this Agreement will require the selection of a new protection plan to receive coverage for the replacement product provided by the Mulberry.
      vii. If the cost of claims fulfillment that Mulberry has paid for Your Covered Product (for separate, unique claims) unreasonably exceeds the original retail value of Your Covered Product, Mulberry may, at Our sole discretion, determine that Our obligations for the Covered Product under this Agreement have terminated and are considered fulfilled.
      viii. This Agreement does not replace the manufacturer’s warranty for the Covered Product.
   b. WHAT IS NOT COVERED (ALL PLANS)
      i. The following is not covered for ALL PLANS (unless specifically added in a Premium Plan, in the “What is Covered” section applicable to the product(s) covered under this Agreement):
         1. Products without a manufacturer’s warranty or retailer return policy of at least 30-days;
         2. Product failures as a result of manufacturing defects when a manufacturer’s warranty is
active. Please refer directly to the Manufacturer or Retailer for such failures, when applicable;
3. 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;
4. Cleaning; periodic checkups; preventive maintenance excluding items eligible under Maintenance Reimbursement;
5. Any and all pre-existing conditions that occur prior to the effective date of this Agreement.
6. Any product sold “as is”, including but not limited to floor models, demonstrations models, etc., unless the used add-on plan is purchased;
7. Parts or repairs due to normal wear and tear, such as fabric shedding or color fading, [unless otherwise specified or] unless tied to a failure, 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.;
8. 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;
9. External causes of any kind, including 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;
10. Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;
11. Incidental, consequential or secondary damages
12. 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;
13. Any product used in a commercial setting or rental basis unless You purchased a Commercial plan;
14. Failures that occur outside of the United States of America, with the exception of wearables, travel bags/cases, apparel and portable electronics with worldwide coverage;
15. Non-functional, cosmetic or aesthetic parts including but not limited hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents, unless otherwise indicated in “What is Covered”;
16. Unauthorized repairs and/or parts;
17. Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein;
18. Accessories used in conjunction with a Covered Product including remote controls, unless otherwise indicated in “What is Covered”;
19. Any other loss or damage other than a covered failure;
20. Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this Agreement;
21. Any failure or condition that results from abnormal usage of the Covered Product;
22. Failures that intensify as a result of negligence. Examples include a table broken by jumping up and down on it repeatedly or a cloth ripped when it is intentionally used as a chew toy for a pet.
23. Theft, mysterious disappearance, misplacement, digital viruses, or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the Covered Product;
24. Cosmetic damage and/or other damage that does not affect the unit’s functionality.

2. PREMIUM PLANS (inclusive of “ALL PLANS” coverage):

3. ACCIDENTAL DAMAGE IN HANDLING (“ADH”):

i. If You selected a plan with ADH coverage, the Covered Product is protected against accidental damage in handling such as drops and liquid spills (spill damage is not inclusive of stains, except where indicated in this agreement). Immersion of Your Covered Product is not covered under this Agreement. ADH only covers operational or mechanical failure caused by a single incident while handling and does not include protection against theft, mysterious disappearance, misplacement, digital viruses, or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the Covered Product, cosmetic damage and/or other damage that does not affect the units 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. For the purpose of this Agreement, Accidental Damage 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 Accidental Damage occurred as well as a detailed description of the actual event. In order for the Accidental Damage to be covered under this Agreement, the user at the time of damage must be You or the authorized transferee. If needed, the replacement value of the Covered Product will be solely determined by Mulberry.

4. COMMERCIAL:
   i. If You selected a plan with Battery coverage, Mulberry will replace a rechargeable battery that has failed to operate within 3-years of Date of Purchase or delivery. This coverage does not apply if the battery’s capacity has been diminished. Coverage only applies with complete Breakdown, such as a failure of battery to hold a charge.

5. BATTERY:
   i. If You selected a plan with Battery coverage, Mulberry will replace a rechargeable battery that has failed to operate within 3-years of Date of Purchase or delivery. This coverage does not apply if the battery’s capacity has been diminished. Coverage only applies with complete Breakdown, such as a failure of battery to hold a charge.

6. USED PRODUCT:
   i. If You selected coverage for a used or pre-owned product, Mulberry will repair or replace the used Covered Product due to failure, as stated in the respective category coverage paragraph detailed in this Agreement (e.g. Electronics).

7. PET DAMAGE:
   i. If You selected a plan with Pet Damage coverage, Mulberry will repair or replace the Covered Product as stated in the respective category coverage paragraph detailed in this Agreement (e.g. Rugs) and will also provide Coverage for damage or product failure caused by pets, excluding bodily fluids.

8. PET BODILY FLUIDS:
   i. If You selected a plan with Pet Bodily Fluids coverage, Mulberry will repair or replace the Covered Product as stated in the respective category coverage paragraph detailed in this Agreement for damage or product failure as a result of pet bodily fluids, excluding the elimination of odors.

9. STAINS:
   i. If You selected a plan with Stains coverage, Mulberry will repair or replace the Covered Product as stated in the respective category coverage paragraph detailed in this Agreement for damage or product failure as a result of pet bodily fluids, excluding the elimination of odors.

10. PRICE GUARANTEE:
    i. If You selected a plan with Price Guarantee coverage, Mulberry will provide a reimbursement of the difference of the retail price paid by You and any readily-available advertised price within 60 Days of the Date of Purchase.

11. RETURN GUARANTEE:
    i. If selected, Mulberry will provide a reimbursement of a percentage of the cost of the Covered Product, in the event the product needs to be returned to the retailer, without a replacement or repair, due to failure or Breakdown. This Coverage will include reimbursement for shipping and other costs related to the return.

3. CATEGORY-SPECIFIC PLANS:
   a. For Electronics
      i. WHAT IS COVERED
         1. STANDARD PLANS also cover:
            a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
            b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered

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Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

2. ADH PLANS cover damage as outlined in the "Premium Plans" section of this Agreement.

3. For STANDARD and ADH PLANS, You are responsible for backing up all computer software and data prior to the commencement of repair of the Covered Product.

ii. WHAT IS NOT COVERED

1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   a. Non-operating, cosmetic, or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses;
   b. Any installed accessory item, e.g., gas or electric connectors;
   c. Any antennas or antenna system; 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 or water supply; water and power connectors and connections; reception or normal signal;
   d. Outdoor conversion kits not specifically sold with the Covered Product and recommended by the manufacturer.
   e. For Computers and Peripheral Equipment:
      i. Overheating caused by accumulation of dust, vermin or fan blockage; misuse and abuse;
      ii. 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; damage caused from refilled ink cartridges;
      iii. Burned-in image in CRT, LCD or any other type of display; application programs; operating software; other software; loss of data or restoration of programs;
      iv. 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; and
      v. Toner and ink cartridges;
      vi. Cables.

b. For Office Equipment:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
   ii. ADH PLANS cover damage as outlined in the "Premium Plans" section of this Agreement.

c. For Video/Audio Equipment:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
   ii. ADH PLANS cover damage as outlined in the "Premium Plans" section of this Agreement.

d. For Appliances:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover:
         a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
         b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered
**WHAT IS COVERED**

1. **STANDARD PLANS** also cover:
   a. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in the event of a **Breakdown** or defects in manufacturer's workmanship and/or materials.
   b. Power surge protection, in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein. **You** may be required to submit proof of claim denial from **Your** insurer, if applicable.
   c. Food loss, as a direct result of a **Breakdown** of a covered refrigerator or freezer. For food loss, Mulberry will pay **You** a one-time reimbursement up to $500 (proof of food-loss may be required when you file a claim).
   d. **This Agreement** does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the **Covered Product**.
   e. **This Agreement** also does not cover the cost of opening or closing walls, floors, or ceilings.

2. **ADH PLANS** cover damage as outlined in the “Premium Plans” section of this **Agreement**.
   a. **WHAT IS NOT COVERED**
      i. **For Outdoor Appliances:**
         a. **STANDARD PLANS** also cover:
            1. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in the event of a **Breakdown** or defects in manufacturer's workmanship and/or materials.
            2. Power surge protection, in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein. **You** may be required to submit proof of claim denial from **Your** insurer, if applicable.
            3. Food loss, as a direct result of a **Breakdown** of a covered refrigerator or freezer. For food loss, Mulberry will pay **You** a one-time reimbursement up to $500 (proof of food-loss may be required when you file a claim).
            4. **This Agreement** does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the **Covered Product**.
            5. **This Agreement** also does not cover the cost of opening or closing walls, floors, ground or ceilings.
   
   b. **For E-bikes, Bikes & Scooters (& Parts):**
      a. **WHAT IS COVERED**
         i. **STANDARD PLANS** also cover:
            1. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in the event of a **Breakdown** or defects in manufacturer's workmanship and/or materials.
            2. Power surge protection, in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein. **You** may be required to submit proof of claim denial from **Your** insurer, if applicable.
   
   c. **WHAT IS NOT COVERED**
      i. **In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:**
         a. Road-licensed products
         b. Damage caused by a bike crash while riding;
         c. Damage caused by collision with another object (ie, car runs over bike in driveway);
         d. Cracks or damage to frames under any circumstances;
         e. Willful abuse & neglect; and
         f. Rust or corrosion.
         g. Flat tires
         h. Battery fires

i. STANDARD PLANS also cover:
   1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
   2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

h. For Rugs:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover (all as a result of normal indoor residential household use or accidental damage from handling, either resulting from a single incident):
         a. Rips or tears
         b. Seam separation
         c. Stains resulting from beverages and food.
      2. PET BODILY FLUIDS PLANS, if selected, also cover:
         a. Stains resulting from human & pet bodily fluids (excluding the elimination of odors).

   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Damage from pets, unless the pet damage add-on plan is purchased;
         b. Burns and heat marks longer than one inch in length;
         c. Stains caused by the delivery of the Covered Product;
         d. Stains of unknown origin;
         e. Stains as a result of acid, bleach, body oils, caustic solutions, dyes, nail polish remover, nail polish, paint, suntan oils, ballpoint ink, cosmetics and wax;
         f. Fabric and/or leather which has become faded, worn or soiled over time from normal everyday use or sun exposure; natural characteristics that cause appearance variations; x-coded fabrics; non-colorfast materials;
         g. Rugs located in screened rooms where the rug may be directly or indirectly exposed to the elements.

i. For Indoor Furniture:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover (all as a result of normal indoor residential household use or accidental damage from handling, either resulting from a single incident):
         a. All stain types;
         b. Nail polish remover damage;
         c. Burns and heat marks that are not caused by a fire;
         d. Punctures, cuts, tears, or rips;
         e. Seam separation;
         f. Broken zippers or buttons;
         g. Failure of frames, panels, springs, mechanisms, motors, levers or hand wands, or power or remote cords used for sleeper, reclining, and inclining applications, if these components were covered by an original manufacturer's warranty and such warranty has expired;
         h. Failure of integral electrical components;
         i. Lifting or incident-specific chipping of veneers or laminates exposing the substrate;
         j. Liquid marks and rings;
         k. Breakage, scratches, gouges, dents or chips;
         l. Checking, cracking, bubbling, or peeling of the finish;
         m. Chips, scratches, or breakage of glass or mirrors;
         n. Loss of silvering on mirrors;
         o. Warping;
         p. Fading from the sun;
         q. Breakage of hinges, handles, draw glides, pulls, nail-head trim;
         r. Pet damage – single incident only.

   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan;
         b. Any stain or damage that is not specifically listed, wear-and-tear;
         c. Plan does not cover cleaning, maintenance, or stains and damage caused by

MSD2C2022F2AMT Ed. 4-19-22; MSGEN2022F2AMT Ed. 4-19-22; MSD2C2021F2 Ed. 10-1-21.; MSGEN2021F2 Ed. 10-1-2021

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normal or ordinary wear-and-tear, including but not limited to: scuffing, scrapes, or other surface abrasions, including pilling or fraying of fabric, and surface scratches on leather;

d. The buildup of stains, soil, or damage that accumulates gradually over time from repeated use, rather than from a particular occurrence: This includes, but is not limited to, stains from perspiration, hair oil, or body oil;

e. All pre-existing stains or damage to Furniture occurring prior to the Term of this Plan, including stains or damage occurring to floor samples or other Furniture sold "as-is" before delivery;

f. Odors, including odors that remain after a visible stain is cleaned;

g. Stains or damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy or other protection plan;

h. Stains or damage caused during Furniture delivery, assembly, installation, or transportation are not covered;

i. Stains or damage caused by water leaks, including those from skylights, roofs, or water pipes;

j. Appliance malfunctions, including but not limited to air conditioners and water heaters;

k. Fire, smoke, flood, other natural disaster, or act of God;

l. Theft, vandalism, or as a result of any other illegal activity.

For Outdoor Furniture:

i. **WHAT IS COVERED**

1. **STANDARD PLANS also cover** (all as a result of normal outdoor residential household use or accidental damage from handling, either resulting from a single incident):

   a. All stain types;
   b. Punctures, cuts, tears, or rips;
   c. Seam separation;
   d. Burns & heat marks that are not caused by a fire;
   e. Broken handles & hinges;
   f. Liquid marks & rings;
   g. Breakage, scratches, gouges, dents or chips;
   h. Chips, scratches, or breakage of glass or mirrors;
   i. Loss of silvering on mirrors;
   j. Broken swivel, rocking & height-adjustment mechanisms;
   k. Damaged umbrella ribs & arc mechanisms;
   l. Damage to manufacturer-installed umbrella lighting;
   m. Broken suspension straps on seating;
   n. Broken welds;
   o. Pet damage - single incident only.

ii. **WHAT IS NOT COVERED**

1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:

   a. Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan.
   b. Any stain or damage that is not specifically listed, wear-and-tear.
   c. Plan does not cover cleaning, maintenance, or stains and damage caused by normal or ordinary wear-and-tear, including but not limited to: scuffing, scrapes, or other surface abrasions, including pilling or fraying of fabric, and surface scratches on leather;
   d. The buildup of stains, soil, or damage that accumulates gradually over time from repeated use, rather than from a particular occurrence: This includes, but is not limited to, stains from perspiration, hair oil, or body oil;
   e. All pre-existing stains or damage to Furniture occurring prior to the Term of this Plan, including stains or damage occurring to floor samples or other Furniture sold "as-is" before delivery;
   f. Odors, including odors that remain after a visible stain is cleaned;
   g. Stains or damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy or other protection plan;
   h. Stains or damage caused during Furniture delivery, assembly, installation, or transportation are not covered;
i. Stains or damage caused by water leaks, including those from skylights, roofs, or water pipes;

j. Appliance malfunctions, including but not limited to air conditioners and water heaters;

k. Fire, smoke, flood, other natural disaster, or act of God, which are typically covered under a home insurance plan;

l. Theft, vandalism, or as a result of any other illegal activity.

k. For Luggage & Bags:
   i. **WHAT IS COVERED**
      1. **STANDARD PLANS** also cover (all as a result of normal personal use or accidental damage from handling, either resulting from a single incident):
         a. Rips or tears;
         b. Seam separation;
         c. Broken zippers, wheels or handles;
         d. Minor burn or heat marks up to one inch in length;
         e. Stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors)
   
   ii. **WHAT IS NOT COVERED**
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Damage from impact from or with a vehicle;
         b. Damage caused by airlines and other transportation providers;
         c. Burns and heat marks longer than one inch in length;
         d. Stains caused by the delivery of the Covered Product; stains of unknown origin;
         e. Stains as a result of acid, bleach, body oils, caustic solutions, dyes, nail polish remover, nail polish, paint, suntan oils, ballpoint ink, cosmetics and wax;
         f. Fabric and/or leather which has become faded, worn or soiled over time from normal everyday use or sun exposure; natural characteristics that cause appearance variations;
         g. X-coded fabrics; non-colorfast materials;
         h. Peeling, cracking or color loss on vinyl, leather or bi-cast leather products.

l. For Mattresses:
   i. **STANDARD PLANS** also cover (all as a result of normal indoor residential household use or accidental damage from handling, either resulting from a single incident):
      1. Stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors);
      2. Structural Breakdown

m. For Jewelry:
   i. **WHAT IS COVERED**
      1. **STANDARD PLANS** also cover:
         a. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in the event of **Breakdown** or the following defects in manufacturer's workmanship and/or material:
            i. Broken, bent or worn prongs, clasps and hinges;
            ii. Knotted or broken links in necklaces and bracelets;
            iii. Broken or lost pins and earring posts;
            iv. Restrstring of stretched pearl necklaces;
            v. Re-shanking.
         b. **STANDARD PLANS** also include the following services for the **Covered Product**:
            i. Refinishing and polishing;
            ii. White gold rhodium plating;
            iii. Earring repair;
            iv. Chain soldering;
            v. Resetting diamonds and gemstones;
            vi. Repair of chipped or cracked stones (including center stones);
            vii. Replacement for loss of diamond or gemstone center stones or side/enhancement stones up to a maximum of 0.50 carat, due to a defect in the setting.
   
   ii. **WHAT IS NOT COVERED**
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         i. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.
n. **For Watches:**

i. **WHAT IS COVERED**

1. **STANDARD PLANS** also cover:
   a. Battery replacement
   b. Replacement for loss of stones from bezel up to a maximum of 0.10 carat.
   c. Mechanical failure of watches
   d. Breakage of stem or band, case and crystal.

ii. **WHAT IS NOT COVERED**

1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   a. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.

o. **For Lawn, Garden & Tools:**

i. **WHAT IS COVERED**

1. **STANDARD PLANS** also cover:
   a. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in the event of a **Breakdown** or defects in manufacturer’s workmanship and/or materials.
   b. Power surge protection, in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein. **You** may be required to submit proof of claim denial from **Your** insurer, if applicable.

ii. **WHAT IS NOT COVERED**

1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   a. Normal wear and tear;
   b. Tune-ups;
   c. Damage caused by neglect;
   d. Improper operation;
   e. Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;
   f. Operation with fuels, oils or lubricants which are not suitable for use with the **Covered Product**;
   g. Alteration or removal of parts;
   h. Water entering engine cylinder(s) through exhaust system or carburetor(s);
   i. Spark plugs;
   j. Brake pads or lining;
   k. Hoses;
   l. Hose clamps;
   m. Belts;
   n. Batteries;
   o. Shock absorbers;
   p. Tires;
   q. Cutting blades;
   r. Gauge wheels;
   s. Wheel balancing;
   t. Alignments;
   u. Cleaning of fuel and coolant systems;
   v. Removal of carbon, varnish, sludge, or contaminants;
   w. Necessary fuel and ignition system calibrations and adjustments;
   x. Repair caused by normal product vibration;
   y. Routine maintenance;
   z. Fuses;
   aa. Filters;
   bb. Consumables;
   cc. Bulbs;
   dd. Exterior power cords;
   ee. Cosmetic adjustment or replacement;
   ff. Shell separating or cracking;
   gg. Paint changes;
   hh. Corrosion;
   ii. Rust;
   jj. Repair for grinding of valves to increase compression;
kk. Oil consumption;
ll. Stuck rings;
mm. Shipping or freight;
nn. Burned valves;
oo. Tuliped valves;
pp. Adhesives;
qq. Shop supplies;
rr. Road service calls;
ss. Environmental charges;
tt. Miscellaneous charges;
uu. Internal or external corrosion, electrolysis, salt or any other environmental condition;
vv. Inadequate or improper storage/lay up;
ww. Loss or damage to optional equipment.

For Lawn & Garden Accessories:

i. STANDARD PLANS also cover:
   1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
   2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

For Fitness Equipment:

i. WHAT IS COVERED
   1. STANDARD PLANS also cover:
      a. Repair and replacement of functional factory-installed belts, including treadmill walking belts and rollers, required for the performance of the Covered Product.
   2. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

ii. WHAT IS NOT COVERED
   1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
      a. Failure of non-operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls;
      b. Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and
      c. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

For Sporting Goods:

i. WHAT IS COVERED
   1. STANDARD PLANS also cover:
      a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
   2. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

ii. WHAT IS NOT COVERED
   1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
      a. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

For Optical:

i. STANDARD PLANS also cover:
   1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.

For Home Goods:

i. STANDARD PLANS also cover:
   1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in
the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
2. Power surge protection, in the absence of insurance coverage. If the Covered Product is
damaged as a result of a power surge, We will replace the Covered Product in accordance
with the terms herein. You may be required to submit proof of claim denial from Your insurer,
if applicable.

ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.
iii. STAIN PLANS, if selected, also cover:
   1. All stain types.

u. For Bed & Bath:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in
         the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is
damaged as a result of a power surge, We will replace the Covered Product in accordance
with the terms herein. You may be required to submit proof of claim denial from Your insurer,
if applicable. Provider will repair or replace the Covered Product, at its discretion, when
required due to a mechanical or electrical Breakdown, as well as a mechanical or electrical
failure caused by a direct result of a power surge (in the absence of insurance coverage).

   ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.
   iii. STAIN PLANS, if selected, also cover:
        1. All stain types.

v. For Apparel:
   i. STANDARD PLANS also cover:
      1. Rips or tears;
      2. Seam separation;
      3. Broken zippers;
      4. Minor burn or heat marks up to one inch in length
   ii. STAIN PLANS, if selected, also cover:
        1. All stain types.

w. For Plumbing & Electrical:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in
the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is
damaged as a result of a power surge, We will replace the Covered Product in accordance
with the terms herein. You may be required to submit proof of claim denial from Your insurer,
if applicable.

   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Correction of, or reimbursement for, any repairs made by You or anyone You hire,
            unless previously approved by Mulberry;
         b. Assessing, remediating or abating mold or notifying You of any mold that may be
            present in Your home;
         c. Any correction, upgrade, or move of Your existing water supply and drainage
            system, exterior water service line, exterior sewer/septic line, or interior or
            exterior electrical line in order to meet any code, law, regulation, ordinance, or
            utility directive, if not directly related to the necessary covered repair;
         d. Any section of your water supply and drainage system, exterior water service
            line, exterior sewer/septic line, or interior or exterior electrical line that is shared
            with any third party or is covered by a homeowners’, condominium or like
            association;
         e. Non-conforming drain lines (i.e. drain lines not directly connected to the public
            sewer system or Your septic tank);
         f. Appliances, fittings, or fixtures, pressure reducing valves, or backflow
            prevention devices, pumps, or grinders;
         g. Water supply and drainage systems that are frozen; thawing of frozen pipes
         h. Consequential, incidental, or punitive damages arising from conducting repair
            work or as a result of the covered repair; for example, damages necessary to
            reasonably access the repair area. Your rights and remedies may vary depending
            on the state where Your Property is located;
         i. Repairs to any line that branches off the main line, such as lines for sprinklers,
pools, hot tubs, and/or other outdoor systems;
j. Repairing or replacing septic tanks or any other type of collection tank, leach fields, or any non-conforming drain line, such as a basement or storm drain, connected to Your exterior sewer/septic line;
k. Repairs to damage arising from the disconnection or interruption to the main electrical supply; transformers
l. Resetting of circuit breakers or system controls; repairs consisting of knob and tube wiring, aluminum, or other non-standard/non-permanent materials; failure arising from the disconnection from or interruption to the main electrical supply; replacement of light bulbs, light fixtures and fittings, fuses or plugs; appliances; appliance cords; non-standard wall switches; dimmers; remote control outlets; extension cords; service entrance conductors

For Auto Parts:

i. WHAT IS COVERED
   1. STANDARD PLANS also cover:
      a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.

ii. WHAT IS NOT COVERED
   1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
      a. Covered Product damaged by abnormal use, misuse, neglect, accident, alteration, modification, or “tampering with”;
      b. Failure caused by failure of a non-covered product and Diagnostic charges. If the responsibility for the replacement is covered by an insurance policy, manufacturer, recalls, or any other warranty or service contract;
      c. Any damage that occurs outside the continental United States of America, Alaska, Hawaii or Canada;
      d. Any cost other than the cost of the qualifying Covered Product;
      e. Incidental or consequential damages even if caused by the failure of the Covered Product;
      f. More than one replacement of the same Covered Part.
      g. For Automotive / Marine / Powersport Batteries:
         i. Used or pre-owned products;
         ii. Improper installation or attachments;
         iii. Batteries that are merely discharged;
         iv. Batteries used in vehicles for commercial use or in trucks over 1 ton;
         v. Labor charges, installation charges, taxes or legislatively imposed fees to remove or replace automotive, motorcycle, marine, or RV parts and accessories or any fees related to the disposal of environmentally unsafe materials;
         vi. “No problem found” diagnosis;
      h. Normal wear and tear;
      i. Tune-ups;
      j. Damage caused by neglect;
      k. Improper operation;
      l. Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;
      m. Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;
      n. Alteration or removal of parts;
      o. Water entering engine cylinder(s) through exhaust system or carburetor(s);
      p. Spark plugs;
      q. Brake pads or lining;
      r. Hoses;
      s. Hose clamps;
      t. Belts;
      u. Shock absorbers;
      v. Tires;
      w. Wheels;
      x. Cutting blades;
      y. Gauge wheels;
z. Wheel balancing;
aa. Alignments;
bb. Cleaning of fuel and coolant systems;
c. Removal of carbon, varnish, sludge, or contaminants;
dd. Necessary fuel and ignition system calibrations and adjustments;
e. Repair caused by normal product vibration;
ff. Routine maintenance;
gg. Fuses;
hh. Filters;
ii. Consumables;
jj. Bulbs;
kk. Exterior power cords;
ll. Cosmetic adjustment or replacement;
mm. Shell separating or cracking;
nn. Paint changes;
oo. Corrosion;
pp. Rust;
qq. Repair for grinding of valves to increase compression;
rr. oil consumption;
ss. Stuck rings;
tt. Shipping or freight;
uu. Burned valves;
vv. Tuliped valves;
ww. Adhesives;
xx. Shop supplies;
yy. Road service calls;
zz. Environmental charges;
aaa. Miscellaneous charges;
bbb. Internal or external corrosion, electrolysis, salt or any other environmental condition;
cccc. Inadequate or improper storage/lay up;
ddd. Loss or damage to optional equipment.

y. For Musical Instruments:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

   ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

z. For General Merchandise:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

   ii. STAIN PLANS, if selected, also cover:
      1. All stain types.

NOTICE: IN NO EVENT SHALL MULBERRY OR ANY OF THEIR AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

7. Conditions
   A. Renewal: Renewal of Your plan will be at Mulberry’s discretion. Note, not all products are eligible for renewal.
   B. Transferability: This Agreement is transferable by You for the remainder of the original term of this
Agreement. The transfer of this Agreement and the Covered Product may be registered at https://getmulberry.com. Once this Agreement has been transferred to new ownership, the person listed as the New Owner of the Covered Product assumes all responsibility to uphold the conditions of this Agreement. A copy of this Agreement may be obtained by the New Owner at https://getmulberry.com. The manufacturer’s warranty may not be transferable.

C. Territories: The Agreement territory is limited to the United States of America, but does not include U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.

D. 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. You will be made whole before We retain any amount We may recover.

E. Deductible: There may be a deductible required to obtain service for repair or replacement of the Covered Product. Please refer to “Your Coverage Details” to determine if a deductible is applicable to this Agreement.

F. Cancellation: You may cancel this Agreement at any time, by informing Mulberry of Your cancellation request. We may not cancel this Agreement except for fraud or material misrepresentation. A written notice will be provided at least thirty days prior to cancellation at Your last known address, with the effective date for the reason for cancellation. Entire Agreement: The terms and conditions of this Agreement (together with the State-Specific Terms and Conditions identified below) constitute the Agreement between us and You relating to the provision of protection described herein. No representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this Agreement.

G. Our Obligations to You Insured: This Agreement is not a contract of insurance. However, Our obligations under this Contract are insured by an insurance policy issued by Technology Insurance Company, 800 Superior Avenue East, 21st Floor, Cleveland, OH 44144; (866) 505-4048, except in the States of Alaska and Washington, where the insurance policy is issued by Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-505-4048. In the event we fail to perform or pay any covered service or pay any refund, or if we become insolvent or otherwise financially impaired, or if satisfaction is not received within 60 days after proof of loss is filed (30 days in Alaska), You may make a claim with the insurance company.

8. **Legal Disclosures**

1. **BINDING ARBITRATION AND CLASS ACTION WAIVER:**
   a. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS. Any controversy or claim arising out of or relating to this Service Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA").
   b. You and We both agree to give up the right to resolve a controversy or claim by a judge and/or jury.
   c. Prior to filing any arbitration, We jointly agree to seek to resolve any dispute between us by mediation conducted by the AAA with all mediator fees and expenses paid by Us.
   d. Unless the arbitrator determines that the claim was frivolous, or brought for improper or harassing purposes, We will reimburse Your arbitration filing fees and pay the AAA’s and arbitrator’s fees and expenses.
   e. The decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in any State or Federal court of competent jurisdiction.
   f. Any claim must be brought by You or Us in an individual capacity, and not as a class representative or class member in any class action litigation, and/or class arbitration or any consolidation of individual arbitrations.

9. **State Requirements and Disclosures**

**Alabama:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. Any arbitration proceeding that is held, shall be held in the county in which the contract holder lives and in the state of Alabama. Service contracts purchased in the state of Alabama shall be governed by the laws of Alabama.

**Arizona:** In the “WHAT IS NOT COVERED (ALL PLANS)” section of this Agreement, exclusion (5) is removed. In the “CONDITIONS” section of this Agreement, part (F): CANCELLATION is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer’s right to file a complaint with the Arizona Department of Insurance and Financial Institutions, (602) 364-2499. Exclusions listed in the Agreement apply once the Covered Product is owned by You. You will receive a 100% refund of the full purchase price of the Agreement.

**Arkansas:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. Arbitration in this state is voluntary.
California: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement. For all products other than home appliances and home electronic products, if the Agreement is cancelled: (a) within sixty (60) days of receipt of this Agreement, You shall receive a full refund of the purchase price of this Agreement provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Household Goods and Services (BGHS). To learn more about this process, You may contact BGHS at [1-800- 952-5210], or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at www.bghs.dca.ca.gov. Informal dispute resolution is not available.

Colorado: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. Obligor’s obligations are insured under a Contractual Liability Policy #TIC-MSI-FTP-01182022 issued by Technology Insurance Company.

Connecticut: If You purchased this Agreement in Connecticut, You may pursue mediation to settle disputes between You and the provider of this Agreement. Parties to this extended warranty agreement shall make reasonable efforts to resolve disputes over the terms of the warranty. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement. 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. CANCELLATION section is amended as follows: You may cancel this Agreement if You return the Covered Product or the Covered Product is sold, lost, stolen, or destroyed.

District of Columbia - A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

Florida: This Agreement is between the Provider, Technology Insurance Company at 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114; 866-505-4048; License #03605, and You, the purchaser. Bullet point H, "Our Obligations to You Insured:“ under section 7. Conditions, is deleted in its entirety. If You cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. If this Agreement is cancelled by the Provider or Provider, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on Your behalf. The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation. ARBITRATION section of this Agreement is removed.

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer’s warranty. In the “WHAT IS NOT COVERED” section of this Agreement, exclusion (5) is removed and replaced with: Any and all pre-existing conditions known by You or should have reasonably been known by You, that occur prior to the effective date of this Agreement and/or any sold “as is” including but not limited to floor models, demonstration models, etc. CANCELLATION section is amended as follows: If You cancel this Agreement within the first one hundred (100) days of receipt of the Agreement, You will receive a 100% refund of the purchase price of the Agreement. If You cancel after one hundred (100) days of receipt of Your Agreement, You will receive a pro rata refund of the Agreement price. In the event of cancellation by Us, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation and You will receive a 100% refund of the purchase price of the Agreement. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid within 45 days is subject to a 10% per month penalty. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You. ARBITRATION section of this Agreement is removed.

Hawaii: CANCELLATION section is amended as follows: If You cancel this Agreement within the first 30 days, and no claim has been made under the Agreement, You will be refunded the full purchase price of the Agreement. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. If You cancel the agreement after the first 30 days, or if a claim has been made at any time, You will receive a pro rata refund, less the cost of any service received.

Iowa: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

Maine: If an Agreement is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service Agreement holder one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the service Agreement holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the Agreement to the provider.

Maryland: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

Massachusetts: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

Michigan: If performance under this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.
A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

Mississippi: ARBITRATION section of this Agreement is removed.

Missouri: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

Nevada: CANCELLATION section is amended as follows: You will receive a 100% refund of the full purchase price of the Agreement no matter when you choose to cancel. After 70 days from the effective date of Your Agreement, Mulberry may not cancel this Agreement except for: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the service contract; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increases the service required under the service contract; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold. Your refund will be equal to 100% of the unearned pro-rata Agreement Purchase Price paid. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement. ARBITRATION section of this Agreement is removed. In emergency situations that immediately endangers the health and safety of You, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if We determine that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, We will provide a status report to You and to the Commissioner (by electronic mail) no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period; 3) the current estimated time to complete the repairs or services; and 4) contact information for You to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made. Exclusion 8 in the “ALL PLANS” section regarding unauthorized modifications is amended as follows: This Contract will not cover any unauthorized or non manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract 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 Contract. If You are not satisfied with the manner in which We are handling the claim, You may contact the Nevada Division of Insurance at (888) 872-3234.

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, Concord, NH 03301, (603) 271-2261. ARBITRATION section of this Agreement is removed.

New Jersey: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

New Mexico: CANCELLATION section is amended as follows: If You are the original purchaser of this Agreement, You may return this Agreement and receive a refund if: (i) You have not made a claim under the Agreement; and (ii) You return this Agreement within twenty days after the date We mail You a copy of the Agreement or within ten days after You receive a copy of the Agreement if We furnish You with the copy at the time the Agreement is purchased. We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this Agreement has been in force for a period of seventy (70) days, We may not cancel it before the expiration of the Agreement term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement. A ten percent (10%) penalty per month (or each portion thereof) shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Agreement.

New York: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

North Carolina: CANCELLATION section is amended as follows: We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of this Agreement.

Oklahoma: Our Oklahoma Service Warranty License Number is 514828548.
Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

SECTION IV CONDITIONS - CANCELLATION section is amended as follows: In the event the Agreement is canceled by You within the first sixty (60) days from the effective date, We will refund the entire Agreement charge paid. If this Agreement is canceled by You after sixty (60) days, We will refund an amount based upon ninety percent (90%) of the unearned pro-rata premium, reflecting the days in force or the miles driven based on the term of plan selected and the date Coverage begins. If We cancel the Agreement, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as its interest may appear.

SECTION V CONDITIONS - 5. ARBITRATION – 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.

Oregon: CANCELLATION section is amended as follows: You, the service Agreement holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which Your Agreement is returned to the provider. ARBITRATION section of this Agreement is removed.

South Carolina: If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

Texas: If purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts 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. You, the service Agreement holder, may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which Your Agreement is returned to the provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

Utah: This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss shall be furnished by You to the Provider as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. CANCELLATION section is amended as follows: We can cancel this Agreement during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for non-payment of premium by mailing a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. ARBITRATION section is amended to include the following: Any matter in dispute between You and Us 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 Us. Any decision reached by arbitration shall be binding upon both You and Us. 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.

How To Request Service is amended to provide that You may call Us toll-free at 855-220-7601 or go online to help@getmulberry.com EMERGENCY SERVICE: If You are unable to reach Provider and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Provider Your original repair bill along with the technician's report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this Agreement will apply.

Obligations of the Provider under this Agreement are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, 800 Superior Avenue E, 21st Floor, Cleveland, OH 44144; (866) 505-4048. In the event we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, You may make a claim with Technology Insurance Company at 1-866-505-4048.

Virginia: The following is added to this Contract: If any promise made in the Contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service_contract-providers.shtml to file a complaint.

Washington: All references to Obligor throughout this Agreement are replaced with Service Contract Provider. If You cancel this Agreement within the first 30 days, and no claim has been made under the Agreement, You will be refunded the full purchase price of the Agreement. If You cancel the agreement after the first 30 days, or if a claim has been made at any time, You will receive a pro rata refund, less the cost of any service received. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement. We may not cancel this
Agreement without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. You are not required to wait sixty (60) days before filing a claim directly with the Service Contract Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Contract 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. You may file a direct claim with the Service Contract Provider at any time.

**EMERGENCY SERVICE:** If You are unable to reach Provider at 917-994-6394 and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Provider Your original repair bill along with the technician’s report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this Agreement will apply.

**Wisconsin:** ARBITRATION section of this Agreement is removed. CANCELLATION section is amended as follows: You may cancel this Agreement at any time, by informing Mulberry of Your cancellation request and will receive a 100% refund of the full purchase price of this agreement. We may only cancel this Agreement due to nonpayment of the Provider fee by You, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use. If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If We cancel this Agreement for any reason other than nonpayment of the Provider fee, We shall refund to You 100% of the unearned pro-rata Provider fee. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If You cancel within one hundred (100) days of receipt of this Agreement, You must first return to the Selling Retailer or to the Obligor should the Selling Retailer not be available. Proof of loss should be furnished by You to the Provider as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. If Provider fails to provide, or reimburse or pay for, a service that is covered under this Agreement within sixty-one (61) days after You provide proof of loss, or if the Provider becomes insolvent or otherwise financially impaired, You may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If Your cancellation request is made more than one hundred (100) days from the date of purchase, You will receive a pro-rata refund of the Agreement purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed $50.00 or ten percent (10%) of the purchase price, whichever is less. However, in the event of a total loss of the covered property which is not covered by a replacement of the property pursuant to the terms of this Agreement contract, You are entitled to cancel the Agreement and receive a pro rata refund of any unearned provider fee, less any claims paid, and no administrative fee will be applicable.

**Wyoming:** CANCELLATION section is amended as follows: If this Agreement is cancelled and no claim has been made by You, the Agreement is void and Mulberry shall refund to You the full purchase price of this Agreement. The right to void this Agreement is not transferable and shall only be applied to You and only if no claim has been made prior to cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. ARBITRATION section of this Agreement is removed.
Service Agreement

Overview

Thanks for choosing Mulberry to protect your product! This document will provide you with all the information you need to know about how your Mulberry plan works and what it covers.

In this agreement, you’ll find:

1. **Your Agreement Information**
   All of the basics including when your coverage begins and ends.

2. **Guide to the Agreement**
   What do all of the terms in the agreement mean exactly? We make it simple for you.

3. **How to Get the Most from Your Coverage**
   Best practices to make sure there are no surprises.

4. **How to File a Claim**
   Filing a claim with Mulberry is easy! We walk through all the details here.

5. **How Repairs Work (If They’re Needed)**
   If your product needs to be repaired, this section walks through how to ensure the process is safe and simple for both you and the repair technician.

6. **Payment Frequency**
   Explains how you’re paying for your Mulberry plan in case you’d like to double check.

7. **Coverage Details**
   The specifics on exactly what your plan covers.

8. **Conditions**
   Details on plan transfers, cancellations and more.

9. **Legal Disclosures**
   Information on your legal rights with Mulberry.

10. **State Requirements and Disclosures**
    Overview of regulations (if any) put in place for particular U.S. states.

If you have any questions about this agreement or your coverage, please reach out to Mulberry’s support team at help@getmulberry.com or at 917-994-6394.
1. **Your Agreement Information**

   **Name of Agreement Holder:** Jane Doe  
   **Address:** 123 Any Street, Floor 2, Elizabeth, NJ 07208  
   **Email:** email@emaildomain.com  
   **Phone:** 123-605-3585  
   **Selling Retailer:** Elite Test Furnishings  
   **Agreement Number:** MULB3278872  
   **Covered Product:** Danby Refrigerator  
   **Product Purchase Date:** May 1, 2022  
   **Product Purchase Price:** $XXX.XX  
   **Agreement Purchase Date:** May 1, 2022  
   **Agreement Purchase Price:** $XXX.XX  
   **Agreement Term:** (XX) Years or Monthly  
   **Agreement Start Date:** May 1, 2019  
   **Agreement End Date:** May 1, 2024  
   **Waiting Period (before coverage begins):** None  
   **Deductible:** $0  
   **Coverage Type:** ADH  
   **Service Type:** {Repair or Replacement}  
   **Service Location:** {On-site, Depot or Mail-In/Carry-In}  
   **Payment Frequency:** {One-Time Pay, Monthly Paid, Continuous Monthly}  
   **Renewal Eligible:** Yes, No

2. **Guide to the Agreement (Important Terms & Definitions)**

   2.1. **“Provider”, “Obligor”, “Mulberry”, “We”, “Us” and “Our”**: The company obligated under this Agreement, Mulberry Shield, Inc., PO Box #453, New York, NY 10014, 917-994-6394, except in the States of Hawaii and Washington, where the Provider is Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44144, and in the State of Florida, where the Provider is Technology Insurance Company at 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114; 866-505-4048; License #03605.  
   2.2. **“You” and “Your”**: The original purchaser of the **Covered Product** or the owner of the product to whom the service agreement was validly transferred pursuant to the requirements of this **Agreement**.  
   2.3. **“Agreement”**: this Agreement together with the State-Specific Terms and Conditions identified below.  
   2.4. **“Selling Retailer”**: The entity selling the **Covered Product** and this **Agreement**.  
   2.5. **“Covered Product”**: The product that is covered by this **Agreement** and which is identified on **Your** Receipt.  
   2.6. **“Agreement Purchase Price”**: The amount **You** paid for the purchase of this Agreement as reflected in “Your Agreement Information” and on **Your** Receipt applicable to the purchase of the **Covered Product**.  
   2.7. **“Breakdown”**: The inability of the **Covered Product** or part thereof, under normal service and usage of the **Covered Product**, to perform the function for which it was designed, due to a material defect or failure that is not related to the action or inaction of any non-covered part or outside influence. A gradual reduction in performance referred to as “unusual wear and tear,” will be considered a **Breakdown** when the wear has exceeded the manufacturer’s published tolerances. Please refer to the provisions under the EXCLUSIONS section for a listing of conditions under which the failure of a **Covered Product** is not considered a Breakdown.

3. **How to Get the Most from Your Coverage**

   3.1. Please read this **Agreement** carefully, as it describes the protection **You** will receive in return for **Your** purchase of this **Agreement**.  
   3.2. **You** must keep this **Agreement**, **Your** sales invoice, and receipt for the product **You** purchased; they are integral parts of this **Agreement** and **You** may be required to produce them in order to obtain service.  
   3.3. **You** must maintain the **Covered Product** as recommended by the manufacturer’s owner’s manual and
Please refer to this Agreement. Your sales receipt, or invoice to determine the term of this Agreement, the type of plan You purchased, and if there is a deductible required to obtain service under this Agreement.

NOTICE: (1) THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER’S WARRANTY FOR THE COVERED PRODUCT; (2) THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING FOR IT. (3) PRODUCT MUST BE LESS THAN FIVE YEARS OLD AT TIME OF PURCHASE OF THIS AGREEMENT. (4) COVERAGE UNDER THIS AGREEMENT WILL BEGIN FROM THE PRODUCT DATE OF PURCHASE OR INSTALLATION/Delivery AND CONTINUE FOR THE PERIOD OF TIME INDICATED IN “YOUR AGREEMENT INFORMATION”, YOUR SALES RECEIPT OR INVOICE. IF YOU PURCHASED THIS AGREEMENT AFTER COVERED PRODUCT DELIVERY, COVERAGE UNDER THIS AGREEMENT WILL BEGIN FROM THE DATE OF AGREEMENT PURCHASE AND THERE IS A 30-DAY WAITING PERIOD BEFORE YOU CAN FILE A CLAIM. (5) PRODUCT ELIGIBILITY IS AT MULBERRY’S DISCRETION.

4. How to File a Claim
   4.1. Please do not return the Covered Product to the Selling Retailer where You purchased the Covered Product, obtain unauthorized service not approved by Mulberry, or discard the Covered Product unless advised to do so by Mulberry.
   4.2. Go online to getmulberry.com/contact or Call Us toll-free at 855-220-7601 between the hours of 9:00 AM and 6:00 PM Eastern Standard Time and You will be advised on how to obtain a replacement product, service, or other compensation. We will issue You a Claim ID; You may be required to ship Your defective item to an address provided to You, in which event You must write the Claim ID on the outside of the package. Products found to be non-defective will be returned to You unrepaired.
   4.3. If you purchased this Agreement after the delivery of your Covered Product, there is a 30-day waiting period before you can file a claim.
   4.4. You are not responsible for the cost of postage and/or shipping. Your product must be properly protected with bubble wrap or other protective materials.
   4.5. Many oversights, which are not covered under this Agreement, can be due to simple circumstances such as the Covered Product not being switched on, being unplugged, or a fuse blown at the junction box. To avoid a non-covered claim, perform a hard reset, if applicable, as illustrated by the manufacturer in the owner's manual of Your Covered Product.
   4.6. If You refuse service on a Covered Product after Mulberry has dispatched the authorized technician to Your location, You will be billed for that service's applicable trip charge. If You refuse service on a Covered Product, We are no longer responsible for any costs associated with the repair or replacement of Your Covered Product and may choose to refund You the prorated cost of this Agreement. If the cost of this Agreement is refunded at full cost or at a prorated cost, this Agreement will be considered fulfilled and no further action to repair or replace Your Covered Product will be considered.

5. How Repairs Work (If They’re Needed)
   5.1. In-Home/On-Site:
       5.1.1. In-home service will be provided by Our authorized, third-party service provider during regular business hours, local time, excluding holidays. Mulberry’s authorized, third-party service provider may opt to remove the Covered Product to perform service in-shop. If the Covered Product requires in-shop repair, the shipping and/or transportation will be covered by this Agreement. The Covered Product will be returned, at Our cost, upon completion.
       5.1.2. For products of a reasonable size and weight, You may be required to carry the Covered Product to a local authorized service provider of Mulberry’s choice for repairs.
       5.1.3. If an authorized service provider is unavailable in Your area, You may be responsible for locating a service provider and facilitating the service for Your Covered Product, as governed by the terms in section “Customer Service Reimbursement”.
       5.1.4. We are not responsible for delay in service or use of the Covered Product while the Covered Product is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this Agreement.
       5.1.5. For successful in-home service, We request that you:
             5.1.5.1. Provide Our authorized service provider with accessibility to the Covered Product.
             5.1.5.2. Provide a non-threatening, non-hazardous and safe environment for Our authorized service provider.
5.1.5.3. Ensure that an adult over the age of eighteen is present for the period of time that Our authorized service provider is scheduled to provide service and while Our authorized provider is on Your property servicing the Covered Product.

5.2. **Depot Service:**
5.2.1. If depot service is included with Your Agreement, Mulberry will provide 2-way shipping to and from a depot service center of Mulberry’s choice.

5.3. **Customer Service Reimbursement:**
5.3.1. To qualify for Customer Service Reimbursement, You will be required to submit proof of payment for services rendered on Your Covered Product. Failure to produce proof of payment for service may cause Your claim to be denied.

5.4. You must contact a manufacturer-authorized service provider in Your area or obtain permission from Mulberry before contacting a non-authorized service provider. We are not responsible for delay in service or use of the Covered Product while the Covered Product is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this Agreement.

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**NOTICE:** (1) BREAKDOWN CHARGES, INSPECTION FEES, INSTALLATION FEES, OR ESTIMATE CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.

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6. **Payment Frequency**

1. **Single-Payment Plans:**
   i. If You paid for Your plan in one payment, the length of the plan You purchased is indicated in this Agreement and only changes if it is renewed or cancelled, or Our obligations under the plan become fulfilled.

2. **Monthly-Paid Plans:**
   i. If You select a plan for a set period, as indicated in this Agreement (e.g. 24 months), and pay for it monthly, coverage under Your plan will continue for the set plan period, unless it is renewed. Until the plan described in this paragraph is cancelled or Our obligations under this plan become fulfilled, You authorize Mulberry to charge Your credit or debit card for the amount specified on Your payment receipt, plus tax, for each month of the plan period specified on Your payment receipt. Your account must be current to receive service. For Monthly Term coverage, We have the right to modify rates and/or Agreement provisions. Notice of any changes to rate and/or Agreement provisions will be given to You, in writing, at least thirty (30) days prior to implementation.

3. **Continuous Monthly Plans:**
   i. If You select a plan that automatically renews on a month-to-month basis, coverage under Your plan will continue and You authorize Mulberry to charge Your credit or debit card for the amount specified on Your payment receipt each month until Your plan is cancelled, or We discontinue the monthly renewals. Your account must be current to receive service. For Monthly Term coverage, We have the right to modify rates and/or Agreement provisions. Notice of any changes to rate and/or Agreement provisions will be given to You, in writing, at least thirty (30) days prior to implementation.

7. **Coverage Details**

1. **ALL PLANS:**
   a. **WHAT IS COVERED**
      i. Parts for the Covered Product will be replaced in the event of a Breakdown during the coverage period, including those experienced because of unusual wear and tear, failure of the product for its intended purposes due to inherent defect, as well as a mechanical or electrical failure caused by a direct result of power surge (in the absence of insurance coverage) with those of like kind and quality at Our sole discretion. Mulberry may use new, remanufactured or refurbished parts in repairing the Covered Product.
      ii. If the Covered Product cannot be repaired or if the cost of its repair is deemed cost-prohibitive by Mulberry, the Covered Product may be replaced, as determined by Mulberry, with a new or refurbished product of like kind or similar features.
      iii. If replacement parts are not available for the Covered Product or have been discontinued by the manufacturer, Mulberry will replace the Covered Product as determined by Mulberry with a new or
refurbished product of like kind, similar quality or features or, Mulberry may, at its discretion, choose to provide a payment, retailer credit or other monetary compensation to You.

iv. If three (3) service repairs have been completed for the Covered Product for the same problem, as determined by Mulberry, in lieu of performing a fourth (4th) repair on the Covered Product, Mulberry may replace it with a product of like kind or similar features, or issue a check, store credit or other monetary compensation to You.

v. If We replace the Covered Product or issue a reimbursement cash settlement of any kind up to the product purchase price, including a store credit, all of Our obligations for the Covered Product under this Agreement terminate and will be considered fulfilled.

vi. Any replacement product provided to You as a result of a claim being made under the terms of this Agreement will require the purchase of a new protection plan to receive coverage for the replacement product provided by the Mulberry.

vii. If the cost of claims fulfillment that Mulberry has paid for Your Covered Product (for separate, unique claims) unreasonably exceeds the original retail value of Your Covered Product, Mulberry may, at Our sole discretion, determine that Our obligations for the Covered Product under this Agreement have terminated and are considered fulfilled.

viii. This Agreement does not replace the manufacturer's warranty for the Covered Product.

b. WHAT IS NOT COVERED (ALL PLANS)

i. The following is not covered for ALL PLANS (unless specifically added in a Premium Plan, in the "What is Covered" section applicable to the product(s) covered under this Agreement):

1. Products without a manufacturer’s warranty or retailer return policy of at least 30-days;
2. Product failures as a result of manufacturing defects when a manufacturer’s warranty is active. Please refer directly to the Manufacturer or Retailer for such failures, when applicable;
3. 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;
4. Cleaning; periodic checkups; preventive maintenance excluding items eligible under Maintenance Reimbursement;
5. Any and all pre-existing conditions that occur prior to the effective date of this Agreement
6. Any product sold “as is”, including but not limited to floor models, demonstrations models, etc., unless the used add-on plan is purchased;
7. Parts or repairs due to normal wear and tear, such as fabric shedding or color fading, [unless otherwise specified or] unless tied to a failure, 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.;
8. 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;
9. External causes of any kind, including 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;
10. Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;
11. Incidental, consequential or secondary damages
12. 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;
13. Any product used in a commercial setting or rental basis unless You purchased a Commercial plan;
14. Failures that occur outside of the United States of America, with the exception of wearables, travel bags/cases, apparel and portable electronics with worldwide coverage;
15. Non-functional, cosmetic or aesthetic parts including but not limited hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents, unless otherwise indicated in "What is Covered";
16. Unauthorized repairs and/or parts;
17. Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein;
18. Accessories used in conjunction with a Covered Product including remote controls, unless otherwise indicated in "What is Covered";
19. Any other loss or damage other than a covered failure;
20. Service where no problem can be found; noises; squeaks; failures which are not reported
21. Any failure or condition that results from abnormal usage of the Covered Product;
22. Failures that intensify as a result of negligence. Examples include a table broken by jumping up and down on it repeatedly or a cloth ripped when it is intentionally used as a chew toy for a pet.
23. Theft, mysterious disappearance, misplacement, digital viruses, or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the Covered Product;
24. Cosmetic damage and/or other damage that does not affect the unit’s functionality.

2. PREMIUM PLANS (inclusive of “ALL PLANS” coverage):
3. ACCIDENTAL DAMAGE IN HANDLING (“ADH”):
   i. If You purchased a plan with ADH coverage, the Covered Product is protected against accidental damage in handling such as drops and liquid spills (spill damage is not inclusive of stains, except where indicated in this agreement). Immersion of Your Covered Product is not covered under this Agreement. ADH only covers operational or mechanical failure caused by a single incident while handling and does not include protection against theft, mysterious disappearance, misplacement, digital viruses, or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the Covered Product, cosmetic damage and/or other damage that does not affect the unit’s 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. For the purpose of this Agreement, Accidental Damage 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 Accidental Damage occurred as well as a detailed description of the actual event. In order for the Accidental Damage to be covered under this Agreement, the user at the time of damage must be You or the authorized transferee. If needed, the replacement value of the Covered Product will be solely determined by Mulberry.

4. COMMERCIAL:
   i. For residential and commercial grade products used in a commercial setting/environment (i.e. for use other than in a residential single family setting), a Commercial Plan is required. If purchased, this Agreement will provide coverage for the Covered Product that is used in a commercial setting in those cases where the manufacturer's warranty is null and void. Coverage under this Agreement will begin from the product date of purchase or installation/delivery and continue for the period of time indicated in “Your Coverage Details”. Your sales receipt or invoice; provided however, for selected products that are manufactured specifically for commercial use and include a manufacturer’s warranty, coverage begins upon expiration of the shortest portion of the manufacturer's or factory refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Major Component coverage (e.g. compressors, heating elements, etc.) for appliance service agreements is not available for products under the Commercial Add-On Plan.

5. BATTERY:
   i. If You purchased a plan with Battery coverage, Mulberry will replace a rechargeable battery that has failed to operate within 3-years of Date of Purchase or delivery. This coverage does not apply if the battery’s capacity has been diminished. Coverage only applies with complete Breakdown, such as a failure of battery to hold a charge.

6. USED PRODUCT:
   i. If You purchased coverage for a used or pre-owned product, Mulberry will repair or replace the used Covered Product due to failure, as stated in the respective category coverage paragraph detailed in this Agreement (e.g. Electronics).

7. PET DAMAGE:
   i. If You purchased a plan with Pet Damage coverage, Mulberry will repair or replace the Covered Product as stated in the respective category coverage paragraph detailed in this Agreement (e.g. Rugs) and will also provide Coverage for damage or product failure caused by pets, excluding bodily fluids.

8. PET BODILY FLUIDS:
   i. If You purchased a plan with Pet Bodily Fluids coverage, Mulberry will repair or replace the Covered Product as stated in the respective category coverage paragraph detailed in this Agreement for damage or product failure as a result of pet bodily fluids, excluding the elimination of odors.

9. STAINS:
   i. If You purchased a plan with Stains coverage, Mulberry will repair or replace the Covered Product
as stated in the respective category coverage paragraph detailed in this Agreement (e.g. Apparel) and will also provide Coverage for damage or product failure caused by stains, excluding the elimination of odors.

10. **PRICE GUARANTEE:**
   i. If You purchased a plan with Price Guarantee coverage, Mulberry will provide a reimbursement of the difference of the retail price paid by You and any readily-available advertised price within 60 Days of the Date of Purchase.

11. **RETURN GUARANTEE:**
   i. If Purchased, Mulberry will provide a reimbursement of a percentage of the cost of the Covered Product, in the event the product needs to be returned to the retailer, without a replacement or repair, due to failure or Breakdown. This Coverage will include reimbursement for shipping and other costs related to the return.

12. **CASH BACK :**
   i. If Purchased, Mulberry will provide cash back to You based on a percentage of the Retail Price Paid, in the event that you file for Cash Back within 60 days of the expiration date of this Agreement End Date shown in the Declarations Page above.

3. **CATEGORY-SPECIFIC PLANS:**
   a. **For Electronics**
      i. **WHAT IS COVERED**
         1. **STANDARD PLANS also cover:**
            a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
            b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
         2. **ADH PLANS** cover damage as outlined in the "Premium Plans" section of this Agreement.
         3. **For STANDARD and ADH PLANS, You** are responsible for backing up all computer software and data prior to the commencement of repair of the Covered Product.
      ii. **WHAT IS NOT COVERED**
         1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
            a. Non-operating, cosmetic, or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses;
            b. Any installed accessory item, e.g., gas or electric connectors;
            c. Any antennae or antenna system; 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 or water supply; water and power connectors and connections; reception or normal signal;
            d. Outdoor conversion kits not specifically sold with the Covered Product and recommended by the manufacturer.
            e. For Computers and Peripheral Equipment:
               i. Overheating caused by accumulation of dust, vermin or fan blockage; misuse and abuse;
               ii. 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; damage caused from refilled ink cartridges;
               iii. Burned-in image in CRT, LCD or any other type of display; application programs; operating software; other software; loss of data or restoration of programs;
               iv. 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; and
               v. Toner and ink cartridges;
               vi. Cables.
b. **For Office Equipment:**
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
   ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

c. **For Video/Audio Equipment:**
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
   ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

d. **For Appliances:**
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover:
         a. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
         b. Power surge protection, in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
         c. Food loss, as a direct result of a Breakdown of a covered refrigerator or freezer. For food loss, **Provider** will pay **You** a one-time reimbursement up to $500 (proof of food-loss may be required when you file a claim).
         d. This Agreement does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the **Covered Product**.
         e. This Agreement also does not cover the cost of opening or closing walls, floors, or ceilings.
      2. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.
   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Non-operating, cosmetic, or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses;
         b. Any installed accessory item, e.g., gas or electric connectors;
         c. Any antennae or antenna system; 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 or water supply; water and power connectors and connections; reception or normal signal;
         d. Outdoor conversion kits not specifically sold with the **Covered Product** and recommended by the manufacturer.

e. **For Outdoor Appliances:**
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
      3. Food loss, as a direct result of a Breakdown of a covered refrigerator or freezer. For food loss, **Mulberry** will pay **You** a one-time reimbursement up to $500 (proof of food-loss may be required when you file a claim).
      4. This Agreement does not cover disconnection of appliance(s), nor does it cover the cost of...
hailing away or disposing of the Covered Product.

5. This Agreement also does not cover the cost of opening or closing walls, floors, ground or ceilings.

ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

f. For E-bikes, Bikes & Scooters (& Parts):

i. WHAT IS COVERED

   1. STANDARD PLANS also cover:
      a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer’s workmanship and/or materials.
      b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

   ii. WHAT IS NOT COVERED

      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Road-licensed products
         b. Damage caused by a bike crash while riding;
         c. Damage caused by collision with another object (ie, car runs over bike in driveway);
         d. Cracks or damage to frames under any circumstances;
         e. Willful abuse & neglect; and
         f. Rust or corrosion.
         g. Flat tires
         h. Battery fires

   g. For Lighting:

      i. STANDARD PLANS also cover:

         1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer’s workmanship and/or materials.
         2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

      ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

h. For Rugs:

i. WHAT IS COVERED

   1. STANDARD PLANS also cover (all as a result of normal indoor residential household use or accidental damage from handling, either resulting from a single incident):
      a. Rips or tears
      b. Seam separation
      c. Stains resulting from beverages and food.

   2. PET BODILY FLUIDS PLANS, if purchased, also cover:
      a. Stains resulting from human & pet bodily fluids (excluding the elimination of odors).

   ii. WHAT IS NOT COVERED

      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Damage from pets, unless the pet damage add-on plan is purchased;
         b. Burns and heat marks longer than one inch in length;
         c. Stains caused by the delivery of the Covered Product;
         d. Stains of unknown origin;
         e. Stains as a result of acid, bleach, body oils, caustic solutions, dyes, nail polish remover, nail polish, paint, suntan oils, ballpoint ink, cosmetics and wax;
         f. Fabric and/or leather which has become faded, worn or soiled over time from normal everyday use or sun exposure; natural characteristics that cause appearance variations; x-coded fabrics; non-colorfast materials;
         g. Rugs located in screened rooms where the rug may be directly or indirectly exposed to the elements.

i. For Indoor Furniture:

   i. WHAT IS COVERED

      1. STANDARD PLANS also cover (all as a result of normal indoor residential household use or accidental damage from handling, either resulting from a single incident):
         a. All stain types;
b. Nail polish remover damage;
c. Burns and heat marks that are not caused by a fire;
d. Punctures, cuts, tears, or rips;
e. Seam separation;
f. Broken zippers or buttons;
g. Failure of frames, panels, springs, mechanisms, motors, levers or hand wands, or power or remote cords used for sleeper, reclining, and inclining applications, if these components were covered by an original manufacturer's warranty and such warranty has expired;
h. Failure of integral electrical components;
i. Lifting or incident-specific chipping of veneers or laminates exposing the substrate;
j. Liquid marks and rings;
k. Breakage, scratches, gouges, dents or chips;
l. Checking, cracking, bubbling, or peeling of the finish;
m. Chips, scratches, or breakage of glass or mirrors;
n. Loss of silverying on mirrors;
o. Warping;
p. Fading from the sun;
q. Breakage of hinges, handles, draw glides, pulls, nail-head trim;
r. Pet damage - single incident only.

ii. WHAT IS NOT COVERED
1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   a. Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan;
   b. Any stain or damage that is not specifically listed, wear-and-tear;
   c. Plan does not cover cleaning, maintenance, or stains and damage caused by normal or ordinary wear-and-tear, including but not limited to: scuffing, scrapes, or other surface abrasions, including pilling or fraying of fabric, and surface scratches on leather;
   d. The buildup of stains, soil, or damage that accumulates gradually over time from repeated use, rather than from a particular occurrence: This includes, but is not limited to, stains from perspiration, hair oil, or body oil;
   e. All pre-existing stains or damage to Furniture occurring prior to the Term of this Plan, including stains or damage occurring to floor samples or other Furniture sold "as-is" before delivery;
   f. Odors, including odors that remain after a visible stain is cleaned;
   g. Stains or damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy or other protection plan;
   h. Stains or damage caused during Furniture delivery, assembly, installation, or transportation are not covered;
   i. Stains or damage caused by water leaks, including those from skylights, roofs, or water pipes;
   j. Appliance malfunctions, including but not limited to air conditioners and water heaters;
   k. Fire, smoke, flood, other natural disaster, or act of God;
   l. Theft, vandalism, or as a result of any other illegal activity.

j. For Outdoor Furniture:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover (all as a result of normal outdoor residential household use or accidental damage from handling, either resulting from a single incident):
         a. All stain types;
         b. Punctures, cuts, tears, or rips;
         c. Seam separation;
         d. Burns & heat marks that are not caused by a fire;
         e. Broken handles & hinges;
         f. Liquid marks & rings;
         g. Breakage, scratches, gouges, dents or chips;
         h. Chips, scratches, or breakage of glass or mirrors;
         i. Loss of silverying on mirrors;
         j. Broken swivel, rocking & height-adjustment mechanisms;
k. Damaged umbrella ribs & arc mechanisms;
l. Damage to manufacturer-installed umbrella lighting;
m. Broken suspension straps on seating;
n. Broken welds;
o. Pet damage – single incident only.

ii. WHAT IS NOT COVERED
   1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
      a. Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan.
      b. Any stain or damage that is not specifically listed, wear-and-tear
      c. Plan does not cover cleaning, maintenance, or stains and damage caused by normal or ordinary wear-and-tear, including but not limited to: scuffing, scrapes, or other surface abrasions, including pilling or fraying of fabric, and surface scratches on leather;
      d. The buildup of stains, soil, or damage that accumulates gradually over time from repeated use, rather than from a particular occurrence: This includes, but is not limited to, stains from perspiration, hair oil, or body oil;
      e. All pre-existing stains or damage to Furniture occurring prior to the Term of this Plan, including stains or damage occurring to floor samples or other Furniture sold “as-is” before delivery;
      f. Odors, including odors that remain after a visible stain is cleaned;
      g. Stains or damage covered under any maintenance plan, manufacturer’s warranty, extended warranty, homeowner’s or renter’s or other insurance policy or other protection plan;
      h. Stains or damage caused during Furniture delivery, assembly, installation, or transportation are not covered;
      i. Stains or damage caused by water leaks, including those from skylights, roofs, or water pipes;
      j. Appliance malfunctions, including but not limited to air conditioners and water heaters;
      k. Fire, smoke, flood, other natural disaster, or act of God, which are typically covered under a home insurance plan;
      l. Theft, vandalism, or as a result of any other illegal activity.

k. For Luggage & Bags:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover (all as a result of normal personal use or accidental damage from handling, either resulting from a single incident):
         a. Rips or tears;
         b. Seam separation;
         c. Broken zippers, wheels or handles;
         d. Minor burn or heat marks up to one inch in length;
         e. Stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors)

   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Damage from impact from or with a vehicle;
         b. Damage caused by airlines and other transportation providers;
         c. Burns and heat marks longer than one inch in length;
         d. Stains caused by the delivery of the Covered Product; stains of unknown origin;
         e. Stains as a result of acid, bleach, body oils, caustic solutions, dyes, nail polish remover, nail polish, paint, sun tan oils, ballpoint ink, cosmetics and wax;
         f. Fabric and/or leather which has become faded, worn or soiled over time from normal everyday use or sun exposure; natural characteristics that cause appearance variations;
         g. X-coded fabrics; non-colorfast materials;
         h. Peeling, cracking or color loss on vinyl, leather or bi-cast leather products.

l. For Mattresses:
   i. STANDARD PLANS also cover (all as a result of normal indoor residential household use or accidental damage from handling, either resulting from a single incident):
      1. Stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors);
2. Structural Breakdown

m. **For Jewelry:**
   
i. **WHAT IS COVERED**
   
1. STANDARD PLANS also cover:
   
a. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in the event of **Breakdown** or the following defects in manufacturer's workmanship and/or material:
   
i. Broken, bent or worn prongs, clasps and hinges;
   
ii. Knotted or broken links in necklaces and bracelets;
   
iii. Broken or lost pins and earring posts;
   
iv. Restrung of stretched pearl necklaces;
   
v. Re-shanking.
   
b. STANDARD PLANS also include the following services for the **Covered Product**:
   
i. Refinishing and polishing;
   
ii. White gold rhodium plating;
   
iii. Earring repair;
   
iv. Chain soldering;
   
v. Resetting diamonds and gemstones;
   
vi. Repair of chipped or cracked stones (including center stones);
   
vii. Replacement for loss of diamond or gemstone center stones or side/enhancement stones up to a maximum of 0.50 carat, due to a defect in the setting.
   
i. **WHAT IS NOT COVERED**
   
1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   
i. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.
   

n. **For Watches:**
   
i. **WHAT IS COVERED**
   
1. STANDARD PLANS also cover:
   
a. Battery replacement
   
b. Replacement for loss of stones from bezel up to a maximum of 0.10 carat.
   
c. Mechanical failure of watches
   
d. Breakage of stem or band, case and crystal.
   
ii. **WHAT IS NOT COVERED**
   
1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   
a. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.

o. **For Lawn, Garden & Tools:**
   
i. **WHAT IS COVERED**
   
1. STANDARD PLANS also cover:
   
a. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in the event of a **Breakdown** or defects in manufacturer's workmanship and/or materials.
   
b. Power surge protection, in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein. **You** may be required to submit proof of claim denial from **Your** insurer, if applicable.
   
ii. **WHAT IS NOT COVERED**
   
1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   
a. Normal wear and tear;
   
b. Tune-ups;
   
c. Damage caused by neglect;
   
d. Improper operation;
   
e. Installation, maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;
   
f. Operation with fuels, oils or lubricants which are not suitable for use with the **Covered Product**;
   
g. Alteration or removal of parts;
   
h. Water entering engine cylinder(s) through exhaust system or carburetor(s);
   
i. Spark plugs;
   
j. Brake pads or lining;
k. Hoses;
l. Hose clamps;
m. Belts;
n. Batteries;
o. Shock absorbers;
p. Tires;
q. Cutting blades;
r. Gauge wheels;
s. Wheel balancing;
t. Alignments;
u. Cleaning of fuel and coolant systems;
v. Removal of carbon, varnish, sludge, or contaminants;
w. Necessary fuel and ignition system calibrations and adjustments;
x. Repair caused by normal product vibration;
y. Routine maintenance;
z. Fuses;
aa. Filters;
bb. Consumables;
cc. Bulbs;
dd. Exterior power cords;
ee. Cosmetic adjustment or replacement;
ff. Shell separating or cracking;
gg. Paint changes;
hh. Corrosion;
ii. Rust;
jj. Repair for grinding of valves to increase compression;
kk. oil consumption;
ll. Stuck rings;
mm. Shipping or freight;
nn. Burned valves;
oo. Tuliped valves;
pp. Adhesives;
qq. Shop supplies;
rr. Road service calls;
ss. Environmental charges;
tt. Miscellaneous charges;
uu. Internal or external corrosion, electrolysis, salt or any other environmental condition;
vv. Inadequate or improper storage/lay up;
ww. Loss or damage to optional equipment.

p. For Lawn & Garden Accessories:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in
         the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is
         damaged as a result of a power surge, We will replace the Covered Product in accordance
         with the terms herein. You may be required to submit proof of claim denial from Your insurer,
         if applicable.
   ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

q. For Fitness Equipment:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover:
         a. Repair and replacement of functional factory-installed belts, including treadmill
            walking belts and rollers, required for the performance of the Covered Product.
      2. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.
   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Failure of non-operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls;
         b. Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and
c. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

r. For Sporting Goods:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover:
         a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
         b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
      2. ADH PLANS cover damage as outlined in the "Premium Plans" section of this Agreement.
   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

s. For Optical:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

t. For Home Goods:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
      3. STAIN PLANS, if purchased, also cover:
         1. All stain types.

u. For Bed & Bath:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable. Provider will repair or replace the Covered Product, at its discretion, when required due to a mechanical or electrical Breakdown, as well as a mechanical or electrical failure caused by a direct result of a power surge (in the absence of insurance coverage).
      3. STAIN PLANS, if purchased, also cover:
         1. All stain types.

v. For Apparel:
   i. STANDARD PLANS also cover:
      1. Rips or tears;
      2. Seam separation;
      3. Broken zippers;
      4. Minor burn or heat marks up to one inch in length
   ii. STAIN PLANS, if purchased, also cover:
      1. All stain types.

w. For Plumbing & Electrical:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance
with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

ii. **WHAT IS NOT COVERED**

1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   a. Correction of, or reimbursement for, any repairs made by You or anyone You hire, unless previously approved by Mulberry;
   b. Assessing, remediating or abating mold or notifying You of any mold that may be present in Your home;
   c. Any correction, upgrade, or move of Your existing water supply and drainage system, exterior water service line, exterior sewer/septic line, or interior or exterior electrical line in order to meet any code, law, regulation, ordinance, or utility directive, if not directly related to the necessary covered repair;
   d. Any section of your water supply and drainage system, exterior water service line, exterior sewer/septic line, or interior or exterior electrical line that is shared with any third party or is covered by a homeowners’, condominium or like association;
   e. Non-conforming drain lines (i.e. drain lines not directly connected to the public sewer system or Your septic tank);
   f. Appliances, fittings, or fixtures, pressure reducing valves, or backflow prevention devices, pumps, or grinders;
   g. Water supply and drainage systems that are frozen; thawing of frozen pipes
   h. Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair; for example, damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;
   i. Repairs to any line that branches off the main line, such as lines for sprinklers, pools, hot tubs, and/or other outdoor systems;
   j. Repairing or replacing septic tanks or any other type of collection tank, leach fields, or any non-conforming drain line, such as a basement or storm drain, connected to Your exterior sewer/septic line;
   k. Repairs to damage arising from the disconnection or interruption to the main electrical supply; transformers
   l. Resetting of circuit breakers or system controls; repairs consisting of knob and tube wiring, aluminum, or other non-standard/non-permanent materials; failure arising from the disconnection from or interruption to the main electrical supply; replacement of light bulbs, light fixtures and fittings, fuses or plugs; appliances; appliance cords; non-standard wall switches; dimmers; remote control outlets; extension cords; service entrance conductors

x. **For Auto Parts:**

1. **WHAT IS COVERED**
   a. STANDARD PLANS also cover:
      i. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.

ii. **WHAT IS NOT COVERED**

1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   a. Covered Product damaged by abnormal use, misuse, neglect, accident, alteration, modification, or “tampering with”;
   b. Failure caused by failure of a non-covered product and Diagnostic charges. If the responsibility for the replacement is covered by an insurance policy, manufacturer, recalls, or any other warranty or service contract;
   c. Any damage that occurs outside the continental United States of America, Alaska, Hawaii or Canada;
   d. Any cost other than the cost of the qualifying Covered Product;
   e. Incidental or consequential damages even if caused by the failure of the Covered Product;
   f. More than one replacement of the same Covered Part.
   g. For Automotive / Marine / Powersport Batteries:
      i. Used or pre-owned products;
      ii. Improper installation or attachments;
      iii. Batteries that are merely discharged;
iv. Batteries used in vehicles for commercial use or in trucks over 1 ton;
v. Labor charges, installation charges, taxes or legislatively imposed fees
to remove or replace automotive, motorcycle, marine, or RV parts and
accessories or any fees related to the disposal of environmentally unsafe
materials;
vi. “No problem found” diagnosis;
h. Normal wear and tear;
i. Tune-ups;
j. Damage caused by neglect;
k. Improper operation;
l. Installation; maintenance; use of an accessory or part not manufactured or sold
by an authorized dealer of the manufacturer;
m. Operation with fuels, oils or lubricants which are not suitable for use with the
Covered Product;
n. Alteration or removal of parts;
o. Water entering engine cylinder(s) through exhaust system or carburetor(s);
p. Spark plugs;
q. Brake pads or lining;
r. Hoses;
s. Hose clamps;
t. Belts;
u. Shock absorbers;
v. Tires;
w. Wheels;
x. Cutting blades;
y. Gauge wheels;
z. Wheel balancing;
aa. Alignments;
bb. Cleaning of fuel and coolant systems;
c. Remover of carbon, varnish, sludge, or contaminants;
dd. Necessary fuel and ignition system calibrations and adjustments;
e. Repair caused by normal product vibration;
ff. Routine maintenance;
gg. Fuses;
hh. Filters;
ii. Consumables;
jj. Bulbs;
k. Exterior power cords;
l. Cosmetic adjustment or replacement;
m. Shell separating or cracking;
n. Paint changes;
oo. Corrosion;
pp. Rust;
qq. Repair for grinding of valves to increase compression;
rr. Oil consumption;
ss. Stuck rings;
tt. Shipping or freight;
uu. Burned valves;
v. Tuliped valves;
ww. Adhesives;
xx. Shop supplies;
yy. Road service calls;
z. Environmental charges;
za. Miscellaneous charges;
bbb. Internal or external corrosion, electrolysis, salt or any other environmental
condition;
ccc. Inadequate or improper storage/lay up;
ddd. Loss or damage to optional equipment.
y. **For Musical Instruments:**
i. **STANDARD PLANS also cover:**
   1. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in
the event of a Breakdown or defects in manufacturer's workmanship and/or materials.

2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

i. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

ii. STAIN PLANS, if purchased, also cover:

1. All stain types.

**NOTICE:** IN NO EVENT SHALL MULBERRY OR ANY OF THEIR AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

### Conditions

#### A. Renewal: Renewal of Your plan will be at Mulberry's discretion. Note, not all products are eligible for renewal.
#### B. Transferability: This Agreement is transferable by You for the remainder of the original term of this Agreement. The transfer of this Agreement and the Covered Product may be registered at https://getmulberry.com. Once this Agreement has been transferred to new ownership, the person listed as the New Owner of the Covered Product assumes all responsibility to uphold the conditions of this Agreement. A copy of this Agreement may be obtained by the New Owner at https://getmulberry.com. The manufacturer's warranty may not be transferable.
#### C. Territories: The Agreement territory is limited to the United States of America, but does not include U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
#### D. 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. You will be made whole before We retain any amount We may recover.
#### E. Deductible: There may be a deductible required to obtain service for repair or replacement of the Covered Product. Please refer to “Your Coverage Details” to determine if a deductible is applicable to this Agreement.
#### F. Cancellation: This Agreement provides a one hundred (100) day free-look period from the purchase date of the Agreement as long as no claims have been incurred. You may cancel this Agreement by informing Mulberry of Your cancellation request within one hundred (100) days from the date of purchase of the Agreement and You will receive a 100% refund of the full purchase price of the Agreement. If Your cancellation request is made more than one hundred (100) days from the date of purchase, or if You have incurred a covered claim, You will receive a pro-rata refund of the Agreement Purchase Price, less the cost of repairs made (if any), or the state law for cancellation that applies to residents requesting cancellation. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You. A written notice will be provided at least thirty days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Your refund will be equal to 100% of the unearned pro-rata Agreement Purchase Price paid.
#### G. Entire Agreement: The terms and conditions of this Agreement (together with the State-Specific Terms and Conditions identified below) constitute the Agreement between us and You relating to the provision of protection described herein. No representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this Agreement.
#### H. Our Obligations to You Insured: This Agreement is not a contract of insurance. However, Our obligations under this Contract are insured by an insurance policy issued by Technology Insurance Company, 800 Superior Avenue E, 21st Floor, Cleveland, OH 44144; (866) 505-4048, except in the States of Alaska and Washington, where the insurance policy is issued by Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-505-4048. In the event we fail to perform or pay any covered service or pay any refund, or if we become insolvent or otherwise financially impaired, or if satisfaction is not received within 60 days after proof of loss is filed (30 days in Alaska), You may make a claim with the insurance company.
9. **Legal Disclosures**

1. **BINDING ARBITRATION AND CLASS ACTION WAIVER:**

   a. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS. Any controversy or claim arising out of or relating to this Service Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA").

   b. **You** and **We** both agree to give up the right to resolve a controversy or claim by a judge and/or jury.

   c. Prior to filing any arbitration, We jointly agree to seek to resolve any dispute between us by mediation conducted by the AAA with all mediator fees and expenses paid by Us.

   d. Unless the arbitrator determines that the claim was frivolous, or brought for improper or harassing purposes, We will reimburse Your arbitration filing fees and pay the AAAs and arbitrator's fees and expenses.

   e. The decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in any State or Federal court of competent jurisdiction.

   f. Any claim must be brought by **You** or Us in an individual capacity, and not as a class representative or class member in any class action litigation, and/or class arbitration or any consolidation of individual arbitrations.

10. **State Requirements and Disclosures**

    **Alabama:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. Any arbitration proceeding that is held, shall be held in the county in which the contract holder lives and in the state of Alabama. Service contracts purchased in the state of Alabama shall be governed by the laws of Alabama.

    **Arizona:** In the "WHAT IS NOT COVERED (ALL PLANS)" section of this Agreement, exclusion (5) is removed. CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance and Financial Institutions, (602) 364-2499. Exclusions listed in the Agreement apply once the Covered Product is owned by You.

    **Arkansas:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. Arbitration in this state is voluntary on either party.

    **California:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement. For all products other than home appliances and home electronic products, if the Agreement is cancelled: (a) within sixty (60) days of receipt of this Agreement, You shall receive a full refund of the purchase price of this Agreement provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Household Goods and Services (BHGS). To learn more about this process, You may contact BHGS at [1-800-952-5210], or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at www.bhgs.dca.ca.gov. Informal dispute resolution is not available.

    **Colorado:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. Obligor's obligations are insured under a Contractual Liability Policy #TIC-MSI-FTP-01182022 issued by Technology Insurance Company.

    **Connecticut:** If You purchased this Agreement in Connecticut, You may pursue mediation to settle disputes between You and the provider of this Agreement. Parties to this extended warranty agreement shall make reasonable efforts to resolve disputes over the terms of the warranty. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the product of the price and cost of repair, and include a copy of this Agreement. 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. CANCELLATION section is amended as follows: You may cancel this Agreement if You return the Covered Product or the Covered Product is sold, lost, stolen, or destroyed.

    **District of Columbia** - A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

    **Florida:** This Agreement is between the Provider, Technology Insurance Company at 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114; 866-505-4048; License #03605, and You, the purchaser. Bullet point H, “Our Obligations to You Insured:” under section 7. Conditions, is deleted in its entirety. If You cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. If this Agreement is cancelled by the Provider or Provider, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on Your behalf. The rate charged for this service contract is not subject to regulation by the Florida Office of

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MSD2C2022F2AMT Ed. 4-19-22; MSGEN2022F2AMT Ed. 4-19-22; MSD2C2021F2 Ed. 10-1-21; MSGEN2021F2 Ed. 10-1-2021

M mulberry
Insurance Regulation. ARBITRATION section of this Agreement is removed.

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (5) is removed and replaced with: Any and all pre-existing conditions known by You or should have reasonably been known by you, that occur prior to the effective date of this Agreement and/or any sold “as is” including but not limited to floor models, demonstration models, etc. CANCELLATION section is amended as follows: If You cancel this Agreement within the first 100 days of receipt of the Agreement, You will receive a 100% refund of the purchase price of the Agreement. If You cancel after one hundred (100) days of receipt of Your Agreement, You will receive a pro rata refund of the Agreement price. In the event of cancellation by Us, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation and You will receive a 100% refund of the purchase price of the Agreement. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid within 45 days is subject to a 10% per month penalty. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You. ARBITRATION section of this Agreement is removed.

Hawaii: CANCELLATION section is amended as follows: If You cancel this Agreement within the first 30 days, and no claim has been made under the Agreement, You will be refunded the full purchase price of the Agreement. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. If You cancel the agreement after the first 30 days, or if a claim has been made at any time, You will receive a pro rata refund, less the cost of any service received.

Iowa: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

Maine: If an Agreement is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service Agreement holder one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the service Agreement holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the Agreement to the provider.

Maryland: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

Massachusetts: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

Michigan: If performance under this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

Minnesota: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

Mississippi: ARBITRATION section of this Agreement is removed.

Missouri: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

Nevada: CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement. ARBITRATION section of this Agreement is removed. In emergency situations that immediately endanger the health and safety of You, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if We determine that repairs cannot practically be completed within three (3) calendar days after the report of the claim, We will provide a status report to You and to the Commissioner (by electronic mail) no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period; 3) the current estimated time to complete the repairs or services; and 4) contact information for You to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made. Exclusion 8 in the "ALL PLANS" section regarding unauthorized modifications is amended as follows: This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract 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 Contract. If You are not satisfied with the manner in which We are handling the claim, You may contact the Nevada Division of Insurance at (888) 872-3234.

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, Concord, NH 03301, (603) 271-2261. ARBITRATION section of this Agreement is removed.

New Jersey: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to
refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

**New Mexico:** CANCELLATION section is amended as follows: If You are the original purchaser of this Agreement, You may return this Agreement and receive a refund if: (i) You have not made a claim under the Agreement; and (ii) You return this Agreement within twenty days after the date We mail You a copy of the Agreement or within ten days after You receive a copy of the Agreement if We furnish You with the copy at the time the Agreement is purchased.

We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this Agreement has been in force for a period of seventy (70) days, We may not cancel it before the expiration of the Agreement term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement. A ten percent (10%) penalty per month (or each portion thereof) shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Agreement.

**New York:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

**North Carolina:** CANCELLATION section is amended as follows: We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of this Agreement.

**Oklahoma:** Our Oklahoma Service Warranty License Number is 514828548.

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

**SECTION IV CONDITIONS - CANCELLATION** section is amended as follows: In the event the Agreement is canceled by You within the first sixty (60) days from the effective date, We will refund the entire Agreement charge paid. If this Agreement is canceled by You after sixty (60) days, We will refund an amount based upon ninety percent (90%) of the unearned pro-rata premium, reflecting the days in force or the miles driven based on the term of plan selected and the date Coverage begins. If We cancel the Agreement, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as its interest may appear.

**SECTION V CONDITIONS - 5. ARBITRATION** - 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.

**Oregon:** CANCELLATION section is amended as follows: You, the service Agreement holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which Your Agreement is returned to the provider. ARBITRATION section of this Agreement is removed.

**South Carolina:** If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

**Texas:** If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts 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. You, the service Agreement holder, may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which Your Agreement is returned to the provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

**Utah:** This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Provider as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. CANCELLATION section is amended as follows: We can cancel this Agreement during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for non-payment of premium by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. ARBITRATION section is amended to include the following: Any matter in dispute between You and Us 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 Us. Any decision reached by arbitration shall be binding upon both You and Us. 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.

How To Request Service. is amended to provide that You may call Us toll-free at 855-220-7601 or go online to help@getmulberry.com. EMERGENCY SERVICE: If You are unable to reach Provider and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Provider Your original repair bill along with the technician's report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this Agreement will apply.

Obligations of the Provider under this Agreement are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, 800 Superior Avenue E, 21st Floor, Cleveland, OH 44144. In the event we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, You may make a claim with Technology Insurance Company, at (866) 505-4048.

Virginia: The following is added to this Contract: If any promise made in the Contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Washington: All references to Obligor throughout this Agreement are replaced with Service Contract Provider. If You cancel this Agreement within the first 30 days, and no claim has been made under the Agreement, You will be refunded the full purchase price of the Agreement. If You cancel the agreement after the first 30 days, or if a claim has been made at any time, You will receive a pro rata refund, less the cost of any service received. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement. We may not cancel this Agreement without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. You are not required to wait sixty (60) days before filing a claim directly with the Service Contract Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Contract 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. You may file a direct claim with the Service Contract Provider at any time.

EMERGENCY SERVICE: If You are unable to reach Provider at 917-994-6394 and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Provider Your original repair bill along with the technician's report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this Agreement will apply.

Wisconsin: ARBITRATION section of this Agreement is removed. CANCELLATION section is amended as follows: We may only cancel this Agreement due to nonpayment of the Provider fee by You, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use. If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If We cancel this Agreement for any reason other than nonpayment of the Provider fee, We shall refund to You 100% of the unearned pro-rata Provider fee. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If You cancel within one hundred (100) days of receipt of this Agreement, You must first return to the Selling Retailer or to the Obligor should the Selling Retailer not be available. Proof of loss should be furnished by You to the Provider as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. If Provider fails to provide, or reimburse or pay for, a service that is covered under this Agreement within sixty-one (61) days after You provide proof of loss, or if the Provider becomes insolvent or otherwise financially impaired, You may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If Your cancellation request is made more than one hundred (100) days from the date of purchase, You will receive a pro-rata refund of the Agreement purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed $50.00 or ten percent (10%) of the purchase price, whichever is less. However, in the event of a total loss of the covered property which is not covered by a replacement of the property pursuant to the terms of this Agreement contract, You are entitled to cancel the Agreement and receive a pro rata refund of any unearned provider fee, less any claims paid, and no administrative fee will be applicable.

Wyoming: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. ARBITRATION section of this Agreement is removed.
LEXINGTON D2C TERMS & CONDITIONS

Mulberry Protection Plan

Service Agreement
Terms & Conditions
Service Agreement
Overview

Thanks for choosing Mulberry to protect your product! This document will provide you with all of the information you need to know about how your Mulberry plan works and what it covers.

In this agreement, you’ll find:
1. Your Agreement Information
   All of the basics including when your coverage begins and ends.

2. Guide to the Agreement
   What do all of the terms in the agreement mean exactly? We make it simple for you.

3. How to Get the Most from Your Coverage
   Best practices to make sure there are no surprises.

4. How to File a Claim
   Filing a claim with Mulberry is easy! We walk through all the details here.

5. How Repairs Work (If They’re Needed)
   If your product needs to be repaired, this section walks through how to ensure the process is safe and simple for both you and the repair technician.

6. Coverage Details
   The specifics on exactly what your plan covers.

7. Conditions
   Details on plan transfers, cancellations and more.

8. Legal Disclosures
   Information on your legal rights with Mulberry.

9. State Requirements and Disclosures
   Overview of regulations (if any) put in place for particular U.S. states.

If you have any questions about this agreement or your coverage, please reach out to Mulberry’s support team at help@getmulberry.com or at 917-994-6394.
1. **Your Agreement Information**

   **Name of Agreement Holder:** Jane Doe  
   **Address:** 123 Any Street, Floor 2, Elizabeth, NJ 07208  
   **Email:** email@emaildomain.com  
   **Phone:** 123-605-3585  
   **Selling Retailer:** Elite Test Furnishings  
   **Agreement Number:** MULB3278872  
   **Covered Product:** Danby Refrigerator  
   **Product Purchase Date:** May 1, 2022  
   **Product Purchase Price:** $XXX.XX  
   **Agreement Opt-in Date:** May 1, 2022  
   **Agreement Consideration:** Your first and last names, email address, shipping address, phone number  
   **Agreement Term:** (XX) Years or Monthly  
   **Agreement Start Date:** May 1, 2019  
   **Agreement End Date:** May 1, 2024  
   **Waiting Period (before coverage begins):** None  
   **Deductible:** $0  
   **Coverage Type:** ADH  
   **Service Type:** {Repair or Replacement}  
   **Service Location:** {On-site, Depot or Mail-In/Carry-In}  
   **Renewal Eligible:** Yes, No

2. **Guide to the Agreement (Important Terms & Definitions)**

   2.1. **“Provider”, “Obligor”, “Mulberry”, “We”, “Us” and “Our”:** The company obligated under this Agreement, Mulberry Shield, Inc., PO Box #453, New York, NY 10014, 917-994- 6394, except in the States of Hawaii and Washington, where the Provider is Lexington National Warranty Services, LLC, P.O. Box 6098, Lutherville, MD 2109, and in the State of Florida, where the Provider is Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094.

   2.2. **“You” and “Your”:** The original purchaser of the Covered Product or the owner of the product to whom the service agreement was validly transferred pursuant to the requirements of this Agreement.

   2.3. **“Agreement”:** this Agreement together with the State-Specific Terms and Conditions identified below.

   2.4. **“Selling Retailer”:** The entity selling the Covered Product and this Agreement.

   2.5. **“Covered Product”:** The product that is covered by this Agreement and which is identified on Your Receipt.

   2.6. **“Agreement Consideration”:** The contact information You shared with Mulberry when You opted into this Agreement, which constitutes the necessary consideration for the initial term of this Agreement (as reflected in “Your Agreement Information”). Subsequent renewals of this Agreement may require Additional Consideration and may be provided to You under a separate Agreement.

   2.7. **“Additional Consideration”** The monetary amount identified for subsequent terms of this Agreement, which will be identified on Your renewal letter.

   2.8. **“Breakdown”:** The inability of the Covered Product or part thereof, under normal service and usage of the Covered Product, to perform the function for which it was designed, due to a material defect or failure that is not related to the action or inaction of any non-covered part or outside influence. A gradual reduction in performance referred to as “unusual wear and tear,” will be considered a Breakdown when the wear has exceeded the manufacturer’s published tolerances. Please refer to the provisions under the EXCLUSIONS section for a listing of conditions under which the failure of a Covered Product is not considered a Breakdown.

3. **How to Get the Most from Your Coverage**
3.1. Please read this Agreement carefully, as it describes the protection You will receive for the initial term of this Agreement in return for Your Agreement Consideration. Subsequent terms of this Agreement may require You to provide Additional Consideration in exchange for the protection described below.

3.2. You must keep this Agreement, Your Agreement confirmation email, and receipt for the product You purchased; they are integral parts of this Agreement and You may be required to produce them in order to obtain service.

3.3. You must maintain the Covered Product as recommended by the manufacturer’s owner’s manual and warranty.

3.4. Please refer to this Agreement, Your Agreement confirmation email, or invoice to determine the term of this Agreement, the type of plan You selected, and if there is a deductible required to obtain service under this Agreement.

NOTICE: (1) THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER’S WARRANTY FOR THE COVERED PRODUCT; (2) OPTING INTO THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING FOR IT. (3) PRODUCT MUST BE LESS THAN FIVE YEARS OLD AT TIME OF AGREEMENT SELECTION. (4) COVERAGE UNDER THIS AGREEMENT WILL BEGIN FROM THE PRODUCT DATE OF PURCHASE OR INSTALLATION/DELIVERY AND CONTINUE FOR THE PERIOD OF TIME INDICATED IN “YOUR AGREEMENT INFORMATION”, YOUR SALES RECEIPT OR INVOICE. IF YOU PURCHASED THIS AGREEMENT AFTER COVERED PRODUCT DELIVERY, COVERAGE UNDER THIS AGREEMENT WILL BEGIN FROM THE DATE OF AGREEMENT PURCHASE AND THERE IS A 30-DAY WAITING PERIOD BEFORE YOU CAN FILE A CLAIM. (5) PRODUCT ELIGIBILITY IS AT MULBERRY’S DISCRETION.

4. How to File a Claim

4.1. Please do not return the Covered Product to the Selling Retailer where You purchased the Covered Product, obtain unauthorized service not approved by Mulberry, or discard the Covered Product unless advised to do so by Mulberry.

4.2. Go online to getmulberry.com/contact or Call Us toll-free at 855-220-7601 between the hours of 9:00 AM and 6:00 PM Eastern Standard Time and You will be advised on how to obtain a replacement product, service, or other compensation. We will issue You a Claim ID; You may be required to ship Your defective item to an address provided to You, in which event You must write the Claim ID on the outside of the package. Products found to be non-defective will be returned to You unrepaired.

4.3. If you purchased this Agreement after the delivery of your Covered Product, there is a 30-day waiting period before you can file a claim.

4.4. You are not responsible for the cost of postage and/or shipping. Your product must be properly protected with bubble wrap or other protective materials.

4.5. Many oversights, which are not covered under this Agreement, can be due to simple circumstances such as the Covered Product not being switched on, being unplugged, or a fuse blown at the junction box. To avoid a non-covered claim, perform a hard reset, if applicable, as illustrated by the manufacturer in the owner’s manual of Your Covered Product.

4.6. If You refuse service on a Covered Product after Mulberry has dispatched the authorized technician to Your location, You will be billed for that servicer’s applicable trip charge. If You refuse service on a Covered Product, We are no longer responsible for any costs associated with the repair or replacement of Your Covered Product and may choose to cancel this Agreement. If this Agreement is cancelled, no further action to repair or replace Your Covered Product will be considered.

5. How Repairs Work (If They’re Needed)

5.1. In-Home/On-Site:

5.1.1. In-home service will be provided by Our authorized, third-party service provider during regular business hours, local time, excluding holidays. Mulberry’s authorized, third-party service provider may opt to remove the Covered Product to perform service in-shop. If the Covered Product requires in-shop repair, the shipping and/or transportation will be covered by this Agreement. The Covered Product will be returned, at Our cost, upon completion.

5.1.2. For products of a reasonable size and weight, You may be required to carry the Covered Product to a local authorized service provider of Mulberry’s choice for repairs.

5.1.3. If an authorized service provider is unavailable in Your area, You may be responsible for locating a service provider and facilitating the service for Your Covered Product, as governed by the terms in section “Customer Service Reimbursement”.

MSD2C2022F2AMT Ed. 4-19-22; MSGEN2022F2AMT Ed. 4-19-22; MSD2C2021F2 Ed. 10-1-21; MSGEN2021F2 Ed. 10-1-2021
5.1.4. We are not responsible for delay in service or use of the **Covered Product** while the **Covered Product** is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this Agreement.

5.1.5. For successful in-home service, we request that you:

5.1.5.1. Provide **Our** authorized service provider with accessibility to the **Covered Product**.

5.1.5.2. Provide a non-threatening, non-hazardous and safe environment for **Our** authorized service provider.

5.1.5.3. Ensure that an adult over the age of eighteen is present for the period of time that **Our** authorized service provider is scheduled to provide service and while **Our** authorized provider is on **Your** property servicing the **Covered Product**.

5.2. **Depot Service:**

5.2.1. If depot service is included with **Your Agreement**, Mulberry will provide 2-way shipping to and from a depot service center of Mulberry’s choice.

5.3. **Customer Service Reimbursement:**

5.3.1. To qualify for Customer Service Reimbursement, **You** will be required to submit proof of payment for services rendered on **Your Covered Product**. Failure to produce proof of payment for service may cause **Your** claim to be denied.

5.4. **You** must contact a manufacturer-authorized service provider in **Your** area or obtain permission from Mulberry before contacting a non-authorized service provider. We are not responsible for delay in service or use of the **Covered Product** while the **Covered Product** is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this **Agreement**.

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**NOTICE:** (1) BREAKDOWN CHARGES, INSPECTION FEES, INSTALLATION FEES, OR ESTIMATE CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS **AGREEMENT** ARE **YOUR** RESPONSIBILITY.

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6. **Coverage Details**

1. **ALL PLANS:**
   a. **WHAT IS COVERED**
      i. Parts for the **Covered Product** will be replaced in the event of a **Breakdown** during the coverage period, including those experienced because of unusual wear and tear, failure of the product for its intended purposes due to inherent defect, as well as a mechanical or electrical failure caused by a direct result of power surge (in the absence of insurance coverage) with those of like kind and quality at **Our** sole discretion. Mulberry may use new, remanufactured or refurbished parts in repairing the **Covered Product**.
      ii. If the **Covered Product** cannot be repaired or if the cost of its repair is deemed cost-prohibitive by Mulberry, the **Covered Product** may be replaced, as determined by Mulberry, with a new or refurbished product of like kind or similar features.
      iii. If replacement parts are not available for the **Covered Product** or have been discontinued by the manufacturer, Mulberry will replace the **Covered Product** as determined by Mulberry with a new or refurbished product of like kind, similar quality or features or, Mulberry may, at its discretion, choose to provide a payment, retailer credit or other monetary compensation to **You**.
      iv. If three (3) service repairs have been completed for the Covered Product for the same problem, as determined by Mulberry, in lieu of performing a fourth (4th) repair on the Covered Product, Mulberry may replace it with a product of like kind or similar features, or issue a check, store credit or other monetary compensation to **You**.
      v. If **We replace the Covered Product or issue a reimbursement of any kind up to the product purchase price, including a store credit, all of Our obligations for the Covered Product under this Agreement terminate and will be considered fulfilled.**
      vi. Any replacement product provided to **You** as a result of a claim being made under the terms of this **Agreement** will require the selection of a new protection plan to receive coverage for the replacement product provided by the Mulberry.
      vii. This **Agreement** does not replace the manufacturer’s warranty for the **Covered Product**.
   b. **WHAT IS NOT COVERED (ALL PLANS)**
      i. The following is not covered for **ALL PLANS** (unless specifically added in a Premium Plan, in the “What is Covered” section applicable to the product(s) covered under this **Agreement**):
         1. Products without a manufacturer’s warranty or retailer return policy of at least 30-days;
         2. Product failures as a result of manufacturing defects when a manufacturer’s warranty is
Damage as or where this coverage damage unintentional not accumulated does include from and sudden single, defined of Damage a the Agreement, as is purpose listed in this "What is Covered". What limitations are not during shipment damage the units affect caused functionality, cosmetic and/or Product; and/or of intentional associated. Theft, mysterious disappearance, misplacement, digital viruses, or reckless, abusive, willful or constructive loss of any nature; Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES 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; Any product used in a commercial setting or rental basis unless You purchased a Commercial plan; Failures that occur outside of the United States of America, with the exception of wearables, travel bags/cases, apparel and portable electronics with worldwide coverage; Non-functional, cosmetic or aesthetic parts including but not limited hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents, unless otherwise indicated in "What is Covered"; Unauthorized repairs and/or parts; Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein; Accessories used in conjunction with a Covered Product including remote controls, unless otherwise indicated in "What is Covered"; Any other loss or damage other than a covered failure; Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this Agreement; Any failure or condition that results from abnormal usage of the Covered Product; Failures that intensify as a result of negligence. Examples include a table broken by jumping up and down on it repeatedly or a cloth ripped when it is intentionally used as a chew toy for a pet. Theft, mysterious disappearance, misplacement, digital viruses, or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the Covered Product; Cosmetic damage and/or other damage that does not affect the unit's functionality. 2. PREMIUM PLANS (inclusive of "ALL PLANS" coverage):

3. ACCIDENTAL DAMAGE IN HANDLING ("ADH"): i. If You selected a plan with ADH coverage, the Covered Product is protected against accidental damage in handling such as drops and liquid spills (spill damage is not inclusive of stains, except where indicated in this agreement). Immersion of Your Covered Product is not covered under this Agreement. ADH only covers operational or mechanical failure caused by a single incident while handling and does not include protection against theft, mysterious disappearance, misplacement, digital viruses, or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the Covered Product, cosmetic damage and/or other damage that does not affect the units 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. For the purpose of this Agreement, Accidental Damage 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 Accidental Damage occurred as well as a detailed description of the actual event. In order for the
Accidental Damage to be covered under this Agreement, the user at the time of damage must be You or the authorized transferee. If needed, the replacement value of the Covered Product will be solely determined by Mulberry.

4.** COMMERCIAL:**
   i. For residential and commercial grade products used in a commercial setting/environment (i.e. for use other than in a residential single family setting), a Commercial Plan is required. If selected, this Agreement will provide coverage for the Covered Product that is used in a commercial setting in those cases where the manufacturer's warranty is null and void. Coverage under this Agreement will begin from the product date of purchase or installation/delivery and continue for the period of time indicated in "Your Coverage Details". Your sales receipt or invoice; provided however, for selected products that are manufactured specifically for commercial use and include a manufacturer's warranty, coverage begins upon expiration of the shortest portion of the manufacturer's or factory refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Major Component coverage (e.g. compressors, heating elements, etc.) for appliance service agreements is not available for products under the Commercial Add-On Plan.

5. **BATTERY:**
   i. If You selected a plan with Battery coverage, Mulberry will replace a rechargeable battery that has failed to operate within 3-years of Date of Purchase or delivery. This coverage does not apply if the battery's capacity has been diminished. Coverage only applies with complete Breakdown, such as a failure of battery to hold a charge.

6. **USED PRODUCT:**
   i. If You selected coverage for a used or pre-owned product, Mulberry will repair or replace the used Covered Product due to failure, as stated in the respective category coverage paragraph detailed in this Agreement (e.g. Electronics).

7. **PET DAMAGE:**
   i. If You selected a plan with Pet Damage coverage, Mulberry will repair or replace the Covered Product as stated in the respective category coverage paragraph detailed in this Agreement (e.g. Rugs) and will also provide Coverage for damage or product failure caused by pets, excluding bodily fluids.

8. **PET BODILY FLUIDS:**
   i. If You selected a plan with Pet Bodily Fluids coverage, Mulberry will repair or replace the Covered Product as stated in the respective category coverage paragraph detailed in this Agreement for damage or product failure as a result of pet bodily fluids, excluding the elimination of odors.

9. **STAINS:**
   i. If You selected a plan with Stains coverage, Mulberry will repair or replace the Covered Product as stated in the respective category coverage paragraph detailed in this Agreement (e.g. Apparel) and will also provide Coverage for damage or product failure caused by stains, excluding the elimination of odors.

10. **PRICE GUARANTEE:**
    i. If You selected a plan with Price Guarantee coverage, Mulberry will provide a reimbursement of the difference of the retail price paid by You and any readily-available advertised price within 60 Days of the Date of Purchase.

11. **RETURN GUARANTEE:**
    i. If selected, Mulberry will provide a reimbursement of a percentage of the cost of the Covered Product, in the event the product needs to be returned to the retailer, without a replacement or repair, due to failure or Breakdown. This Coverage will include reimbursement for shipping and other costs related to the return.

3. **CATEGORY-SPECIFIC PLANS:**
   a. **For Electronics**
      i. **WHAT IS COVERED**
      1. **STANDARD PLANS** also cover:
         a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
         b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
      2. **ADH PLANS** cover damage as outlined in the "Premium Plans" section of this Agreement.
3. **For STANDARD and ADH PLANS, You** are responsible for backing up all computer software and data prior to the commencement of repair of the **Covered Product**.

ii. **WHAT IS NOT COVERED**

1. In addition to the exclusions listed for **ALL PLANS** above, this Agreement does not cover:
   a. Non-operating, cosmetic, or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses;
   b. Any installed accessory item, e.g., gas or electric connectors;
   c. Any antennae or antenna system; 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 or water supply; water and power connectors and connections; reception or normal signal;
   d. Outdoor conversion kits not specifically sold with the **Covered Product** and recommended by the manufacturer.
   e. **For Computers and Peripheral Equipment**:
      i. Overheating caused by accumulation of dust, vermin or fan blockage; misuse and abuse;
      ii. 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; damage caused from refilled ink cartridges;
      iii. Burned-in image in CRT, LCD or any other type of display; application programs; operating software; other software; loss of data or restoration of programs;
      iv. 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; and
      v. Toner and ink cartridges;
      vi. Cables.

b. **For Office Equipment**:
   i. **STANDARD PLANS** also cover:
      1. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in the event of a **Breakdown** or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, We will replace the **Covered Product** in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

   ii. **ADH PLANS** cover damage as outlined in the “Premium Plans” section of this **Agreement**.

c. **For Video/Audio Equipment**:
   i. **STANDARD PLANS** also cover:
      1. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in the event of a **Breakdown** or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, We will replace the **Covered Product** in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

   ii. **ADH PLANS** cover damage as outlined in the “Premium Plans” section of this **Agreement**.

d. **For Appliances**:
   i. **WHAT IS COVERED**
      1. **STANDARD PLANS** also cover:
         a. Parts and labor necessary to repair or replace the **Covered Product**, at its discretion, only in the event of a **Breakdown** or defects in manufacturer's workmanship and/or materials.
         b. Power surge protection, in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, We will replace the **Covered Product** in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
         c. Food loss, as a direct result of a **Breakdown** of a covered refrigerator or freezer. For food loss, Provider will pay You a one-time reimbursement up to $500 (proof of
food-loss may be required when you file a claim).

d. This Agreement does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the Covered Product.
e. This Agreement also does not cover the cost of opening or closing walls, floors, or ceilings.

2. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

ii. WHAT IS NOT COVERED

1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   a. Non-operating, cosmetic, or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses;
   b. Any installed accessory item, e.g., gas or electric connectors;
   c. Any antennae or antenna system; 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 or water supply; water and power connectors and connections; reception or normal signal;
   d. Outdoor conversion kits not specifically sold with the Covered Product and recommended by the manufacturer.

e. For Outdoor Appliances:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
      3. Food loss, as a direct result of a Breakdown of a covered refrigerator or freezer. For food loss, Mulberry will pay You a one-time reimbursement up to $500 (proof of food-loss may be required when you file a claim).
      4. This Agreement does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the Covered Product.
      5. This Agreement also does not cover the cost of opening or closing walls, floors, ground or ceilings.

   ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

f. For E-bikes, Bikes & Scooters (& Parts):

   i. WHAT IS COVERED
      1. STANDARD PLANS also cover:
         a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
         b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Road-licensed products
         b. Damage caused by a bike crash while riding;
         c. Damage caused by collision with another object (ie, car runs over bike in driveway);
         d. Cracks or damage to frames under any circumstances;
         e. Willful abuse & neglect; and
         f. Rust or corrosion.

   g. For Lighting:
      i. STANDARD PLANS also cover:
         1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
         2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

      ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.
h. For Rugs:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover (all as a result of normal indoor residential household use or accidental damage from handling, either resulting from a single incident):
         a. Rips or tears
         b. Seam separation
         c. Stains resulting from beverages and food.
      2. PET BODILY FLUIDS PLANS, if selected, also cover:
         a. Stains resulting from human & pet bodily fluids (excluding the elimination of odors).

   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Damage from pets, unless the pet damage add-on plan is purchased;
         b. Burns and heat marks longer than one inch in length;
         c. Stains caused by the delivery of the Covered Product;
         d. Stains of unknown origin;
         e. Stains as a result of acid, bleach, body oils, caustic solutions, dyes, nail polish remover, nail polish, paint, sun tan oils, ballpoint ink, cosmetics and wax;
         f. Fabric and/or leather which has become faded, worn or soiled over time from normal everyday use or sun exposure; natural characteristics that cause appearance variations; x-coded fabrics; non-colorfast materials;
         g. Rugs located in screened rooms where the rug may be directly or indirectly exposed to the elements.

i. For Indoor Furniture:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover (all as a result of normal indoor residential household use or accidental damage from handling, either resulting from a single incident):
         a. All stain types;
         b. Nail polish remover damage;
         c. Burns and heat marks that are not caused by a fire;
         d. Punctures, cuts, tears, or rips;
         e. Seam separation;
         f. Broken zippers or buttons;
         g. Failure of frames, panels, springs, mechanisms, motors, levers or hand wands, or power or remote cords used for sleeper, reclining, and inclining applications, if these components were covered by an original manufacturer's warranty and such warranty has expired;
         h. Failure of integral electrical components;
         i. Lifting or incident-specific chipping of veneers or laminates exposing the substrate;
         j. Liquid marks and rings;
         k. Breakage, scratches, gouges, dents or chips;
         l. Checking, cracking, bubbling, or peeling of the finish;
         m. Chips, scratches, or breakage of glass or mirrors;
         n. Loss of silvering on mirrors;
         o. Warping;
         p. Fading from the sun;
         q. Breakage of hinges, handles, draw glides, pulls, nail-head trim;
         r. Pet damage - single incident only.

   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan;
         b. Any stain or damage that is not specifically listed, wear-and-tear;
         c. Plan does not cover cleaning, maintenance, or stains and damage caused by normal or ordinary wear-and-tear, including but not limited to: scuffing, scrapes, or other surface abrasions, including pilling or fraying of fabric, and surface scratches on leather;
         d. The buildup of stains, soil, or damage that accumulates gradually over time from repeated use, rather than from a particular occurrence: This includes, but is not limited to, stains from perspiration, hair oil, or body oil;
         e. All pre-existing stains or damage to Furniture occurring prior to the Term of this Plan, including stains or damage occurring to floor samples or other Furniture sold
“as-is” before delivery;

f. Odors, including odors that remain after a visible stain is cleaned;

g. Stains or damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy or other protection plan;

h. Stains or damage caused during Furniture delivery, assembly, installation, or transportation are not covered;

i. Stains or damage caused by water leaks, including those from skylights, roofs, or water pipes;

j. Appliance malfunctions, including but not limited to air conditioners and water heaters;

k. Fire, smoke, flood, other natural disaster, or act of God;

l. Theft, vandalism, or as a result of any other illegal activity.

**For Outdoor Furniture:**

1. **STANDARD PLANS also cover** (all as a result of normal outdoor residential household use or accidental damage from handling, either resulting from a single incident):
   a. All stain types;
   b. Punctures, cuts, tears, or rips;
   c. Seam separation;
   d. Burns & heat marks that are not caused by a fire;
   e. Broken handles & hinges;
   f. Liquid marks & rings;
   g. Breakage, scratches, gouges, dents or chips;
   h. Chips, scratches, or breakage of glass or mirrors;
   i. Loss of silvering on mirrors;
   j. Broken swivel, rocking & height-adjustment mechanisms;
   k. Damaged umbrella ribs & arc mechanisms;
   l. Damage to manufacturer-installed umbrella lighting;
   m. Broken suspension straps on seating;
   n. Broken welds;
   o. Pet damage - single incident only.

2. **WHAT IS NOT COVERED**
   a. Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan.
   b. Any stain or damage that is not specifically listed, wear-and-tear.
   c. Plan does not cover cleaning, maintenance, or stains and damage caused by normal or ordinary wear-and-tear, including but not limited to: scuffing, scrapes, or other surface abrasions, including pilling or fraying of fabric, and surface scratches on leather;
   d. The buildup of stains, soil, or damage that accumulates gradually over time from repeated use, rather than from a particular occurrence: This includes, but is not limited to, stains from perspiration, hair oil, or body oil;
   e. All pre-existing stains or damage to Furniture occurring prior to the Term of this Plan, including stains or damage occurring to floor samples or other Furniture sold “as-is” before delivery;
   f. Odors, including odors that remain after a visible stain is cleaned;
   g. Stains or damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy or other protection plan;
   h. Stains or damage caused during Furniture delivery, assembly, installation, or transportation are not covered;
   i. Stains or damage caused by water leaks, including those from skylights, roofs, or water pipes;
   j. Appliance malfunctions, including but not limited to air conditioners and water heaters;
   k. Fire, smoke, flood, other natural disaster, or act of God, which are typically covered under a home insurance plan;
   l. Theft, vandalism, or as a result of any other illegal activity.

**For Luggage & Bags:**

2. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   a. Any stain or damage caused by water leaks, including those from skylights, roofs, or water pipes;
   b. Appliance malfunctions, including but not limited to air conditioners and water heaters;
   c. Fire, smoke, flood, other natural disaster, or act of God, which are typically covered under a home insurance plan;
   d. Theft, vandalism, or as a result of any other illegal activity.
i. **WHAT IS COVERED**
   1. **STANDARD PLANS also cover** (all as a result of normal personal use or accidental damage from handling, either resulting from a single incident):
      a. Rips or tears;
      b. Seam separation;
      c. Broken zippers, wheels or handles;
      d. Minor burn or heat marks up to one inch in length;
      e. Stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors)

ii. **WHAT IS NOT COVERED**
   1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
      a. Damage from impact from or with a vehicle;
      b. Damage caused by airlines and other transportation providers;
      c. Burns and heat marks longer than one inch in length;
      d. Stains caused by the delivery of the Covered Product; stains of unknown origin;
      e. Stains as a result of acid, bleach, body oils, caustic solutions, dyes, nail polish remover, nail polish, paint, suntan oils, ballpoint ink, cosmetics and wax;
      f. Fabric and/or leather which has become faded, worn or soiled over time from normal everyday use or sun exposure; natural characteristics that cause appearance variations;
      g. X-coded fabrics; non-colorfast materials;
      h. Peeling, cracking or color loss on vinyl, leather or bi-cast leather products.

l. **For Mattresses:**
   i. **STANDARD PLANS also cover** (all as a result of normal indoor residential household use or accidental damage from handling, either resulting from a single incident):
      1. Stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors);
      2. Structural Breakdown

m. **For Jewelry:**
   i. **WHAT IS COVERED**
      1. **STANDARD PLANS also cover**:
         a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of Breakdown or the following defects in manufacturer’s workmanship and/or material:
            i. Broken, bent or worn prongs, clasps and hinges;
            ii. Knotted or broken links in necklaces and bracelets;
            iii. Broken or lost pins and earring posts;
            iv. Restringering of stretched pearl necklaces;
            v. Re-shanking;
         b. **STANDARD PLANS also include** the following services for the Covered Product:
            i. Refinishing and polishing;
            ii. White gold rhodium plating;
            iii. Earring repair;
            iv. Chain soldering;
            v. Resetting diamonds and gemstones;
            vi. Repair of chipped or cracked stones (including center stones);
            vii. Replacement for loss of diamond or gemstone center stones or side/enhancement stones up to a maximum of 0.50 carat, due to a defect in the setting.
   ii. **WHAT IS NOT COVERED**
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         i. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.

n. **For Watches:**
   i. **WHAT IS COVERED**
      1. **STANDARD PLANS also cover**:
         a. Battery replacement;
         b. Replacement for loss of stones from bezel up to a maximum of 0.10 carat.
         c. Mechanical failure of watches
         d. Breakage of stem or band, case and crystal.
   ii. **WHAT IS NOT COVERED**
1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   a. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.

0. For Lawn, Garden & Tools:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover:
         a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
         b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Normal wear and tear;
         b. Tune-ups;
         c. Damage caused by neglect;
         d. Improper operation;
         e. Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;
         f. Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;
         g. Alteration or removal of parts;
         h. Water entering engine cylinder(s) through exhaust system or carburetor(s);
         i. Spark plugs;
         j. Brake pads or lining;
         k. Hoses;
         l. Hose clamps;
         m. Belts;
         n. Batteries;
         o. Shock absorbers;
         p. Tires;
         q. Cutting blades;
         r. Gauge wheels;
         s. Wheel balancing;
         t. Alignments;
         u. Cleaning of fuel and coolant systems;
         v. Removal of carbon, varnish, sludge, or contaminants;
         w. Necessary fuel and ignition system calibrations and adjustments;
         x. Repair caused by normal product vibration;
         y. Routine maintenance;
         z. Fuses;
        aa. Filters;
        bb. Consumables;
        cc. Bulbs;
        dd. Exterior power cords;
        ee. Cosmetic adjustment or replacement;
        ff. Shell separating or cracking;
        gg. Paint changes;
        hh. Corrosion;
        ii. Rust;
        jj. Repair for grinding of valves to increase compression;
        kk. Oil consumption;
        ll. Stuck rings;
        mm. Shipping or freight;
        nn. Burned valves;
        oo. Tuliped valves;
        pp. Adhesives;
        qq. Shop supplies;
        rr. Road service calls;
ss. Environmental charges;  
tt. Miscellaneous charges;  
uu. Internal or external corrosion, electrolysis, salt or any other environmental condition;  
vv. Inadequate or improper storage/lay up;  
ww. Loss or damage to optional equipment.

p. For Lawn & Garden Accessories:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer’s workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
   ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

q. For Fitness Equipment:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover:
         a. Repair and replacement of functional factory-installed belts, including treadmill walking belts and rollers, required for the performance of the Covered Product.
      2. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.
   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Failure of non operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls;
         b. Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and  
         c. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

r. For Sporting Goods:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover:
         a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer’s workmanship and/or materials.
         b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
      2. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.
   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

s. For Optical:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer’s workmanship and/or materials.
   ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

t. For Home Goods:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer’s workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
   ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.
   iii. STAIN PLANS, if selected, also cover:
      1. All stain types.
u. For Bed & Bath:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable. Provider will repair or replace the Covered Product, at its discretion, when required due to a mechanical or electrical Breakdown, as well as a mechanical or electrical failure caused by a direct result of a power surge (in the absence of insurance coverage).
   ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.
   iii. STAIN PLANS, if selected, also cover:
      1. All stain types.

v. For Apparel:
   i. STANDARD PLANS also cover:
      1. Rips or tears;
      2. Seam separation;
      3. Broken zippers;
      4. Minor burn or heat marks up to one inch in length
   ii. STAIN PLANS, if selected, also cover:
      1. All stain types.

w. For Plumbing & Electrical:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
   ii. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
      1. Correction of, or reimbursement for, any repairs made by You or anyone You hire, unless previously approved by Mulberry;
      2. Assessing, remediating or abating mold or notifying You of any mold that may be present in Your home;
      3. Any correction, upgrade, or move of Your existing water supply and drainage system, exterior water service line, exterior sewer/septic line, or interior or exterior electrical line in order to meet any code, law, regulation, ordinance, or utility directive, if not directly related to the necessary covered repair;
      4. Any section of your water supply and drainage system, exterior water service line, exterior sewer/septic line, or interior or exterior electrical line in that is shared with any third party or is covered by a homeowners', condominium or like association;
      5. Non-conforming drain lines (i.e. drain lines not directly connected to the public sewer system or Your septic tank);
      6. Appliances, fittings, or fixtures, pressure reducing valves, or backflow prevention devices, pumps, or grinders;
      7. Water supply and drainage systems that are frozen; thawing of frozen pipes
      8. Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair; for example, damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;
      9. Repairs to any line that branches off the main line, such as lines for sprinklers, pools, hot tubs, and/or other outdoor systems;
      10. Repairing or replacing septic tanks or any other type of collection tank, leach fields, or any non-conforming drain line, such as a basement or storm drain, connected to Your exterior sewer/septic line;
      11. Repairs to damage arising from the disconnection or interruption to the main electrical supply; transformers
      12. Resetting of circuit breakers or system controls; repairs consisting of knob and tube wiring, aluminum, or other non-standard/non-permanent materials; failure arising from the disconnection from or interruption to the main electrical supply; replacement of light bulbs, light fixtures and fittings, fuses or plugs; appliances; appliance cords; non-standard wall
switches; dimmers; remote control outlets; extension cords; service entrance conductors

x. For Auto Parts:

i. WHAT IS COVERED

1. STANDARD PLANS also cover:
   a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.

ii. WHAT IS NOT COVERED

1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   a. Covered Product damaged by abnormal use, misuse, neglect, accident, alteration, modification, or "tampering with";
   b. Failure caused by failure of a non-covered product and Diagnostic charges. If the responsibility for the replacement is covered by an insurance policy, manufacturer, recalls, or any other warranty or service contract;
   c. Any damage that occurs outside the continental United States of America, Alaska, Hawaii or Canada;
   d. Any cost other than the cost of the qualifying Covered Product;
   e. Incidental or consequential damages even if caused by the failure of the Covered Product;
   f. More than one replacement of the same Covered Part.
   g. For Automotive / Marine / Powersport Batteries:
      i. Used or pre-owned products;
      ii. Improper installation or attachments;
      iii. Batteries that are merely discharged;
      iv. Batteries used in vehicles for commercial use or in trucks over 1 ton;
      v. Labor charges, installation charges, taxes or legislatively imposed fees to remove or replace automotive, motorcycle, marine, or RV parts and accessories or any fees related to the disposal of environmentally unsafe materials;
      vi. "No problem found" diagnosis;
   h. Normal wear and tear;
   i. Tune-ups;
   j. Damage caused by neglect;
   k. Improper operation;
   l. Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;
   m. Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;
   n. Alteration or removal of parts;
   o. Water entering engine cylinder(s) through exhaust system or carburetor(s);
   p. Spark plugs;
   q. Brake pads or lining;
   r. Hoses;
   s. Hose clamps;
   t. Belts;
   u. Shock absorbers;
   v. Tires;
   w. Cutting blades;
   x. Gauge wheels;
   y. Wheel balancing;
   z. Alignments;
   aa. Cleaning of fuel and coolant systems;
   bb. Removal of carbon, varnish, sludge, or contaminants;
   cc. Necessary fuel and ignition system calibrations and adjustments;
   dd. Repair caused by normal product vibration;
   ee. Routine maintenance;
   ff. Fuses;
   gg. Filters;
   hh. Consumables;
   ii. Bulbs;
   jj. Exterior power cords;
kk. Cosmetic adjustment or replacement;
ll. Shell separating or cracking;
mm. Paint changes;
nn. Corrosion;
oo. Rust;
pp. Repair for grinding of valves to increase compression;
qq. Oil consumption;
rr. Stuck rings;
ss. Shipping or freight;
tt. Burned valves;
uu. Tuliped valves;
vv. Adhesives;
ww. Shop supplies;
xx. Road service calls;
yy. Environmental charges;
zz. Miscellaneous charges;
aaa. Internal or external corrosion, electrolysis, salt or any other environmental condition;
bbb. Inadequate or improper storage/lay up;
ccc. Loss or damage to optional equipment.

y. **For Musical Instruments:**
   i. **STANDARD PLANS** also cover:
      1. Parts and labor necessary to repair or replace the *Covered Product*, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the *Covered Product* is damaged as a result of a power surge, We will replace the *Covered Product* in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
   
   ii. **ADH PLANS** cover damage as outlined in the “Premium Plans” section of this Agreement.

z. **For General Merchandise:**
   i. **STANDARD PLANS** also cover:
      1. Parts and labor necessary to repair or replace the *Covered Product*, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the *Covered Product* is damaged as a result of a power surge, We will replace the *Covered Product* in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
   
   ii. **STAIN PLANS**, if selected, also cover:
      1. All stain types.

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**NOTICE:** IN NO EVENT SHALL MULBERRY OR ANY OF THEIR AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

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**7. Conditions**

A. **Renewal:** Renewal of Your plan will be at Mulberry's discretion. Note, not all products are eligible for renewal.
B. **Transferability:** This Agreement is transferable by You for the remainder of the original term of this Agreement. The transfer of this Agreement and the *Covered Product* may be registered at https://getmulberry.com. Once this Agreement has been transferred to new ownership, the person listed as the New Owner of the *Covered Product* assumes all responsibility to uphold the conditions of this Agreement. A copy of this Agreement may be obtained by the New Owner at https://getmulberry.com. The manufacturer’s warranty may not be transferable.
C. **Territories:** The Agreement territory is limited to the United States of America, but does not include U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
D. **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. You will be made whole before We retain any amount We may recover.
E. **Deductible:** There may be a deductible required to obtain service for repair or replacement of the *Covered Product*.
Product. Please refer to “Your Coverage Details” to determine if a **deductible** is applicable to this **Agreement**.

F. **Cancellation:** You may cancel this **Agreement** at any time, by informing Mulberry of Your cancellation request. We may not cancel this **Agreement** except for fraud or material misrepresentation. A written notice will be provided at least thirty days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation.

G. **Entire Agreement:** The terms and conditions of this Agreement (together with the State-Specific Terms and Conditions identified below) constitute the **Agreement** between us and You relating to the provision of protection described herein. No representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this **Agreement**.

H. **Our Obligations to You Insured:** This **Agreement** is not a contract of insurance. However, **Our** obligations under this Contract are insured by an insurance policy issued by Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094, except in the States of Hawaii and Washington, where the **Provider** is Lexington National Warranty Services, LLC and in the State of Florida, where the **Provider** is Lexington National Insurance Corporation. In the event we fail to perform or pay any covered service or pay any refund, or if we become insolvent or otherwise financially impaired, or if satisfaction is not received within 60 days after proof of loss is filed, You may make a claim with Lexington National Insurance Corporation at 1-866-539-2547.

8. **Legal Disclosures**

1. **BINDING ARBITRATION AND CLASS ACTION WAIVER:**
   a. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS. Any controversy or claim arising out of or relating to this Service Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”).
   b. You and We both agree to give up the right to resolve a controversy or claim by a judge and/or jury.
   c. Prior to filing any arbitration, We jointly agree to seek to resolve any dispute between us by mediation conducted by the AAA with all mediator fees and expenses paid by Us.
   d. Unless the arbitrator determines that the claim was frivolous, or brought for improper or harassing purposes, We will reimburse Your arbitration filing fees and pay the AAA’s and arbitrator’s fees and expenses.
   e. The decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in any State or Federal court of competent jurisdiction.
   f. Any claim must be brought by You or Us in an individual capacity, and not as a class representative or class member in any class action litigation, and/or class arbitration or any consolidation of individual arbitrations.

9. **State Requirements and Disclosures**

**Alabama:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**. Any arbitration proceeding that is held, shall be held in the county in which the contract holder lives and in the state of Alabama. Service contracts purchased in the state of Alabama shall be governed by the laws of Alabama.

**Arizona:** In the "WHAT IS NOT COVERED (ALL PLANS)" section of this **Agreement**, exclusion (5) is removed.

CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer's right to file a complaint with the [Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548]. Exclusions listed in the **Agreement** apply once the **Covered Product** is owned by You.

**Arkansas:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**. Arbitration in this state is voluntary on either party.

**California:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**. For all products other than home appliances and home electronic products, if the **Agreement** is cancelled: (a) within sixty (60) days of receipt of this **Agreement**, You shall receive a full refund of the purchase price of this **Agreement** provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Household Goods and Services (BHGS). To learn more about this process, You may contact BHGS at [1-800- 952-5210], or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at www.bhgs.dca.ca.gov. Informal dispute resolution is not available.

**Colorado:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**. Obligor's obligations are insured under a Contractual Liability Policy # ANC-FTP-2020-010 issued by Lexington National Insurance Corporation.

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MSD2C2022F2AMT Ed. 4-19-22; MSGEN2022F2AMT Ed. 4-19-22; MSD2C2021F2 Ed. 10-1-21; MSGEN2021F2 Ed. 10-1-2021
Connecticut: If You purchased this Agreement in Connecticut, You may pursue mediation to settle disputes between You and the provider of this Agreement. Parties to this extended warranty agreement shall make reasonable efforts to resolve disputes over the terms of the warranty. You may mail Your complaint to: State of Connecticut, Insurance Department, PO Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement. 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. CANCELLATION section is amended as follows: You may cancel this Agreement if You return the Covered Product or the Covered Product is sold, lost, stolen, or destroyed.

District of Columbia - A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

Florida: This Agreement is between the Provider, Florida License 02979, and You, the purchaser. If You cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. If this Agreement is cancelled by the Provider or Provider, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on Your behalf. The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation. ARBITRATION section of this Agreement is removed.

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (5) is removed and replaced with; Any and all pre-existing conditions known by You or should have reasonably been known by You, that occur prior to the effective date of this Agreement and/or any sold "as is" including but not limited to floor models, demonstration models, etc. CANCELLATION section is amended as follows: If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro rata refund of the Agreement price. In the event of cancellation by Us, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Any refund owed and not paid within 45 days is subject to a 10% per month penalty. ARBITRATION section of this Agreement is removed.

Hawaii: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

Iowa: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

Maine: If an Agreement is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service Agreement holder one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the service Agreement holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the Agreement to the provider.

Maryland: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

Massachusetts: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

Michigan: If performance under this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

Minnesota: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

Mississippi: ARBITRATION section of this Agreement is removed.

Missouri: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

Nevada: CANCELLATION section is amended as follows: After 70 days from the effective date of Your Agreement, Mulberry may not cancel this Agreement except for: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the service contract; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increases the service required under the service contract; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement. ARBITRATION section of this Agreement is removed. In emergency situations that immediately endangers the health and safety of You, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if We determine that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, We will provide a status report to You no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services; 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period; 3) the current estimated time to complete the repairs or services; and 4) contact...
information for You to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made. Exclusion 8 in the “ALL PLANS” section regarding unauthorized modifications is amended as follows: This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract 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 Contract. If You are not satisfied with the manner in which We are handling the claim, You may contact the Nevada Division of Insurance at (888) 872-3234.

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, Concord, NH 03301, (603) 271-2261. ARBITRATION section of this Agreement is removed.

New Jersey: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

New Mexico: CANCELLATION section is amended as follows: If You are the original purchaser of this Agreement, You may return this Agreement and receive a refund if: (i) You have not made a claim under the Agreement; and (ii) You return this Agreement within twenty days after the date We mail You a copy of the Agreement or within ten days after You receive a copy of the Agreement if We furnish You with the copy at the time the Agreement is purchased.

We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this Agreement has been in force for a period of seventy (70) days, We may not cancel it before the expiration of the Agreement term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement. A ten percent (10%) penalty per month (or each portion thereof) shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Agreement.

New York: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

North Carolina: CANCELLATION section is amended as follows: We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of this Agreement.

Oklahoma: Our Oklahoma Service Warranty License Number is 514828548.

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

SECTION IV CONDITIONS - CANCELLATION section is amended as follows: In the event the Agreement is canceled by You within the first sixty (60) days from the effective date, We will refund the entire Agreement charge paid. If this Agreement is canceled by You after sixty (60) days, We will refund an amount based upon ninety percent (90%) of the unearned pro-rata premium, reflecting the days in force or the miles driven based on the term of plan selected and the date Coverage begins. If We cancel the Agreement, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as its interest may appear.

SECTION V CONDITIONS - 5. ARBITRATION - 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.

Oregon: CANCELLATION section is amended as follows: You, the service Agreement holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which Your Agreement is returned to the provider. ARBITRATION section of this Agreement is removed.

South Carolina: If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

Texas: If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts 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. You, the service Agreement holder, may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which Your Agreement is returned to the provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

Utah: This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Provider as soon as reasonably possible. Failure to
furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. CANCELLATION section is amended as follows: We can cancel this Agreement during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for non-payment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

ARBITRATION section is amended to include the following: Any matter in dispute between You and Us 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 Us. Any decision reached by arbitration shall be binding upon both You and Us. 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.

How To Request Service is amended to provide that You may call Us toll-free at 855-220-7601 or go online to help@getmulberry.com EMERGENCY SERVICE: If You are unable to reach Provider and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Provider Your original repair bill along with the technician's report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this Agreement will apply.

Obligations of the Provider under this Agreement are guaranteed under a service contract reimbursement insurance policy issued by Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094. In the event we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, You may make a claim with Lexington National Insurance Corporation at 1-866-539-2547.

Virginia: The following is added to this Contract: If any promise made in the Contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service_contract-providers.shtml to file a complaint.

Washington: All references to Obligor throughout this Agreement are replaced with Service Contract Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement. We may not cancel this Agreement without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. You are not required to wait sixty (60) days before filing a claim directly with the Service Contract Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Contract 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. You may file a direct claim with the Service Contract Provider at any time.

EMERGENCY SERVICE: If You are unable to reach Provider at 917-994-6394 and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Provider Your original repair bill along with the technician's report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this Agreement will apply.

Wisconsin: ARBITRATION section of this Agreement is removed. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If You cancel within thirty (30) days of receipt of this Agreement, You must first return to the Selling Retailer or to the Obligor should the Selling Retailer not be available. Proof of loss should be furnished by You to the Provider as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. If Provider fails to provide, or reimburse or pay for, a service that is covered under this Agreement within sixty-one (61) days after You provide proof of loss, or if the Provider becomes insolvent or otherwise financially impaired, You may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Agreement purchase price, less the cost of repairs made (if any). However, in the event of a total loss of the covered property which is not covered by a replacement of the property pursuant to the terms of this Agreement contract, You are entitled to cancel the Agreement and receive a pro rata refund of any unearned provider fee, less any claims paid, and no administrative fee will be applicable.

Wyoming: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. ARBITRATION section of this Agreement is removed.
LEXINGTON RETAILER TERMS & CONDITIONS

Mulberry Protection Plan

Service Agreement
Terms & Conditions
Service Agreement
Overview

Thanks for choosing Mulberry to protect your product! This document will provide you with all of the information you need to know about how your Mulberry plan works and what it covers.

In this agreement, you’ll find:
1. **Your Agreement Information**
   All of the basics including when your coverage begins and ends.

2. **Guide to the Agreement**
   What do all of the terms in the agreement mean exactly? We make it simple for you.

3. **How to Get the Most from Your Coverage**
   Best practices to make sure there are no surprises.

4. **How to File a Claim**
   Filing a claim with Mulberry is easy! We walk through all the details here.

5. **How Repairs Work (If They’re Needed)**
   If your product needs to be repaired, this section walks through how to ensure the process is safe and simple for both you and the repair technician

6. **Payment Frequency**
   Explains how you’re paying for your Mulberry plan in case you’d like to double check.

7. **Coverage Details**
   The specifics on exactly what your plan covers.

8. **Conditions**
   Details on plan transfers, cancellations and more.

9. **Legal Disclosures**
   Information on your legal rights with Mulberry.

10. **State Requirements and Disclosures**
    Overview of regulations (if any) put in place for particular U.S. states.

If you have any questions about this agreement or your coverage, please reach out to Mulberry’s support team at help@getmulberry.com or at 917-994-6394.
1. **Your Agreement Information**

Name of Agreement Holder: Jane Doe  
Address: 123 Any Street, Floor 2, Elizabeth, NJ 07208  
Email: email@emaildomain.com  
Phone: 123-605-3585  
Selling Retailer: Elite Test Furnishings  
Agreement Number: MULB3278872  
Covered Product: Danby Refrigerator  
Product Purchase Date: May 1, 2022  
Product Purchase Price: $XXX.XX  
Agreement Purchase Date: May 1, 2022  
Agreement Purchase Price: $XXX.XX  
Agreement Term: (XX) Years or Monthly  
Agreement Start Date: May 1, 2019  
Agreement End Date: May 1, 2024  
Waiting Period (before coverage begins): None  
Deductible: $0  
Coverage Type: ADH  
Service Type: {Repair or Replacement}  
Service Location: {On-site, Depot or Mail-In/Carry-In}  
Payment Frequency: {One-Time Pay, Monthly Paid, Continuous Monthly}  
Renewal Eligible: Yes, No

2. **Guide to the Agreement (Important Terms & Definitions)**

2.1. "Provider", "Obligor", "Mulberry", "We", "Us" and "Our": The company obligated under this Agreement, Mulberry Shield, Inc., PO Box #453, New York, NY 10014, 917-994-6394, except in the States of Hawaii and Washington, where the Provider is Lexington National Warranty Services, LLC, P.O. Box 6098, Lutherville, MD 2109, and in the State of Florida, where the Provider is Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094.  
2.2. "You" and "Your": The original purchaser of the Covered Product or the owner of the product to whom the service agreement was validly transferred pursuant to the requirements of this Agreement.  
2.3. "Agreement": this Agreement together with the State-Specific Terms and Conditions identified below.  
2.4. "Selling Retailer": The entity selling the Covered Product and this Agreement.  
2.5. "Covered Product": The product that is covered by this Agreement and which is identified on Your Receipt.  
2.6. "Agreement Purchase Price": The amount You paid for the purchase of this Agreement as reflected in "Your Agreement Information" and on Your Receipt applicable to the purchase of the Covered Product.  
2.7. "Breakdown": The inability of the Covered Product or part thereof, under normal service and usage of the Covered Product, to perform the function for which it was designed, due to a material defect or failure that is not related to the action or inaction of any non-covered part or outside influence. A gradual reduction in performance referred to as “unusual wear and tear,” will be considered a Breakdown when the wear has exceeded the manufacturer’s published tolerances. Please refer to the provisions under the EXCLUSIONS section for a listing of conditions under which the failure of a Covered Product is not considered a Breakdown.

3. **How to Get the Most from Your Coverage**

3.1. Please read this Agreement carefully, as it describes the protection You will receive in return for Your purchase of this Agreement.
3.2. You must keep this Agreement, Your sales invoice, and receipt for the product You purchased; they are integral parts of this Agreement and You may be required to produce them in order to obtain service.

3.3. You must maintain the Covered Product as recommended by the manufacturer's owner's manual and warranty.

3.4. Please refer to this Agreement, Your sales receipt, or invoice to determine the term of this Agreement, the type of plan You purchased, and if there is a deductible required to obtain service under this Agreement.

**NOTICE:** (1) THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY FOR THE COVERED PRODUCT; (2) THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING FOR IT. (3) PRODUCT MUST BE LESS THAN FIVE YEARS OLD AT TIME OF PURCHASE OF THIS AGREEMENT. (4) COVERAGE UNDER THIS AGREEMENT WILL BEGIN FROM THE PRODUCT DATE OF PURCHASE OR INSTALLATION/Delivery AND CONTINUE FOR THE PERIOD OF TIME INDICATED IN "YOUR AGREEMENT INFORMATION", YOUR SALES RECEIPT OR INVOICE. IF YOU PURCHASED THIS AGREEMENT AFTER COVERED PRODUCT DELIVERY, COVERAGE UNDER THIS AGREEMENT WILL BEGIN FROM THE DATE OF AGREEMENT PURCHASE AND THERE IS A 30-DAY WAITING PERIOD BEFORE YOU CAN FILE A CLAIM. (5) PRODUCT ELIGIBILITY IS AT MULBERRY'S DISCRETION.

4. **How to File a Claim**

4.1. Please do not return the Covered Product to the Selling Retailer where You purchased the Covered Product, obtain unauthorized service not approved by Mulberry, or discard the Covered Product unless advised to do so by Mulberry.

4.2. Go online to getmulberry.com/contact or Call Us toll-free at 855-220-7601 between the hours of 9:00 AM and 6:00 PM Eastern Standard Time and You will be advised on how to obtain a replacement product, service, or other compensation. We will issue You a Claim ID; You may be required to ship Your defective item to an address provided to You, in which event You must write the Claim ID on the outside of the package. Products found to be non-defective will be returned to You unrepaired.

4.3. If you purchased this Agreement after the delivery of your Covered Product, there is a 30-day waiting period before you can file a claim.

4.4. You are not responsible for the cost of postage and/or shipping. Your product must be properly protected with bubble wrap or other protective materials.

4.5. Many oversights, which are not covered under this Agreement, can be due to simple circumstances such as the Covered Product not being switched on, being unplugged, or a fuse blown at the junction box. To avoid a non-covered claim, perform a hard reset, if applicable, as illustrated by the manufacturer in the owner's manual of Your Covered Product.

4.6. If You refuse service on a Covered Product after Mulberry has dispatched the authorized technician to Your location, You will be billed for that servicer's applicable trip charge. If You refuse service on a Covered Product, We are no longer responsible for any costs associated with the repair or replacement of Your Covered Product and may choose to refund You the prorated cost of this Agreement. If the cost of this Agreement is refunded at full cost or at a prorated cost, this Agreement will be considered fulfilled and no further action to repair or replace Your Covered Product will be considered.

5. **How Repairs Work (If They’re Needed)**

5.1. **In-Home/On-Site:**

5.1.1. In-home service will be provided by Our authorized, third-party service provider during regular business hours, local time, excluding holidays. Mulberry's authorized, third-party service provider may opt to remove the Covered Product to perform service in-shop. If the Covered Product requires in-shop repair, the shipping and/or transportation will be covered by this Agreement. The Covered Product will be returned, at Our cost, upon completion.

5.1.2. For products of a reasonable size and weight, You may be required to carry the Covered Product to a local authorized service provider of Mulberry's choice for repairs.

5.1.3. If an authorized service provider is unavailable in Your area, You may be responsible for locating a service provider and facilitating the service for Your Covered Product, as governed by the terms in section "Customer Service Reimbursement".

5.1.4. We are not responsible for delay in service or use of the Covered Product while the Covered Product is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this Agreement.

5.1.5. For successful in-home service, We request that you:
5.1.5.1. Provide Our authorized service provider with accessibility to the Covered Product.
5.1.5.2. Provide a non-threatening, non-hazardous and safe environment for Our authorized service provider.
5.1.5.3. Ensure that an adult over the age of eighteen is present for the period of time that Our authorized service provider is scheduled to provide service and while Our authorized provider is on Your property servicing the Covered Product.

5.2. **Depot Service:**
5.2.1. If depot service is included with Your Agreement, Mulberry will provide 2-way shipping to and from a depot service center of Mulberry’s choice.

5.3. **Customer Service Reimbursement:**
5.3.1. To qualify for Customer Service Reimbursement, You will be required to submit proof of payment for services rendered on Your Covered Product. Failure to produce proof of payment for service may cause Your claim to be denied.

5.4. You must contact a manufacturer-authorized service provider in Your area or obtain permission from Mulberry before contacting a non-authorized service provider. We are not responsible for delay in service or use of the Covered Product while the Covered Product is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this Agreement.

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**NOTICE:** (1) BREAKDOWN CHARGES, INSPECTION FEES, INSTALLATION FEES, OR ESTIMATE CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.

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6. **Payment Frequency**

1. **Single-Payment Plans:**
   i. If You paid for Your plan in one payment, the length of the plan You purchased is indicated in this Agreement and only changes if it is renewed or cancelled, or Our obligations under the plan become fulfilled.

2. **Monthly-Paid Plans:**
   i. If You select a plan for a set period, as indicated in this Agreement (e.g. 24 months), and pay for it monthly, coverage under Your plan will continue for the set plan period, unless it is renewed. Until the plan described in this paragraph is cancelled or Our obligations under this plan become fulfilled, You authorize Mulberry to charge Your credit or debit card for the amount specified on Your payment receipt, plus tax, for each month of the plan period specified on Your payment receipt. Your account must be current to receive service. For Monthly Term coverage, We have the right to modify rates and/or Agreement provisions. Notice of any changes to rate and/or Agreement provisions will be given to You, in writing, at least thirty (30) days prior to implementation.

3. **Continuous Monthly Plans:**
   i. If You select a plan that automatically renews on a month-to-month basis, coverage under Your plan will continue and You authorize Mulberry to charge Your credit or debit card for the amount specified on Your payment receipt each month until Your plan is cancelled, or We discontinue the monthly renewals. Your account must be current to receive service. For Monthly Term coverage, We have the right to modify rates and/or Agreement provisions. Notice of any changes to rate and/or Agreement provisions will be given to You, in writing, at least thirty (30) days prior to implementation.

7. **Coverage Details**

1. **ALL PLANS:**
   a. **WHAT IS COVERED**
      i. Parts for the Covered Product will be replaced in the event of a Breakdown during the coverage period, including those experienced because of unusual wear and tear, failure of the product for its intended purposes due to inherent defect, as well as a mechanical or electrical failure caused by a direct result of power surge (in the absence of insurance coverage) with those of like kind and quality at Our sole discretion. Mulberry may use new, remanufactured or refurbished parts in repairing the Covered Product.
      ii. If the Covered Product cannot be repaired or if the cost of its repair is deemed cost-prohibitive by Mulberry, the Covered Product may be replaced, as determined by Mulberry, with a new or
refurbished product of like kind or similar features.

iii. If replacement parts are not available for the Covered Product or have been discontinued by the manufacturer, Mulberry will replace the Covered Product as determined by Mulberry with a new or refurbished product of like kind, similar quality or features or, Mulberry may, at its discretion, choose to provide a payment, retailer credit or other monetary compensation to You.

iv. If three (3) service repairs have been completed for the Covered Product for the same problem, as determined by Mulberry, in lieu of performing a fourth (4th) repair on the Covered Product, Mulberry may replace it with a product of like kind or similar features, or issue a check, store credit or other monetary compensation to You.

v. If We replace the Covered Product or issue a reimbursement cash settlement of any kind up to the product purchase price, including a store credit, all of Our obligations for the Covered Product under this Agreement terminate and will be considered fulfilled.

vi. Any replacement product provided to You as a result of a claim being made under the terms of this Agreement will require the purchase of a new protection plan to receive coverage for the replacement product provided by the Mulberry.

vii. This Agreement does not replace the manufacturer's warranty for the Covered Product.

b. WHAT IS NOT COVERED (ALL PLANS)
   i. The following is not covered for ALL PLANS (unless specifically added in a Premium Plan, in the “What is Covered” section applicable to the product(s) covered under this Agreement):
      1. Products without a manufacturer's warranty or retailer return policy of at least 30-days;
      2. Product failures as a result of manufacturing defects when a manufacturer's warranty is active. Please refer directly to the Manufacturer or Retailer for such failures, when applicable;
      3. 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;
      4. Cleaning; periodic checkups; preventive maintenance excluding items eligible under Maintenance Reimbursement;
      5. Any and all pre-existing conditions that occur prior to the effective date of this Agreement;
      6. Any product sold “as is”, including but not limited to floor models, demonstrations models, etc., unless the used add-on plan is purchased;
      7. Parts or repairs due to normal wear and tear, such as fabric shedding or color fading, [unless otherwise specified or] unless tied to a failure, 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.;
      8. 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;
      9. External causes of any kind, including 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;
      10. Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;
      11. Incidental, consequential or secondary damages;
      12. 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;
      13. Any product used in a commercial setting or rental basis unless You purchased a Commercial plan;
      14. Failures that occur outside of the United States of America, with the exception of wearables, travel bags/cases, apparel and portable electronics with worldwide coverage;
      15. Non-functional, cosmetic or aesthetic parts including but not limited hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents, unless otherwise indicated in “What is Covered”;
      16. Unauthorized repairs and/or parts;
      17. Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein;
      18. Accessories used in conjunction with a Covered Product including remote controls, unless otherwise indicated in “What is Covered”;
      19. Any other loss or damage other than a covered failure;
      20. Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this Agreement;
      21. Any failure or condition that results from abnormal usage of the Covered Product;
22. Failures that intensify as a result of negligence. Examples include a table broken by jumping up and down on it repeatedly or a cloth ripped when it is intentionally used as a chew toy for a pet.

23. Theft, mysterious disappearance, misplacement, digital viruses, or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the Covered Product;

24. Cosmetic damage and/or other damage that does not affect the unit’s functionality.

2. PREMIUM PLANS (inclusive of “ALL PLANS” coverage):

3. ACCIDENTAL DAMAGE IN HANDLING (“ADH”):
   i. If You purchased a plan with ADH coverage, the Covered Product is protected against accidental damage in handling such as drops and liquid spills (spill damage is not inclusive of stains, except where indicated in this agreement). Immersion of Your Covered Product is not covered under this Agreement. ADH only covers operational or mechanical failure caused by a single incident while handling and does not include protection against theft, mysterious disappearance, misplacement, digital viruses, or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the Covered Product, cosmetic damage and/or other damage that does not affect the unit’s 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. For the purpose of this Agreement, Accidental Damage 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 Accidental Damage occurred as well as a detailed description of the actual event. In order for the Accidental Damage to be covered under this Agreement, the user at the time of damage must be You or the authorized transferee. If needed, the replacement value of the Covered Product will be solely determined by Mulberry.

4. COMMERCIAL:
   i. For residential and commercial grade products used in a commercial setting/environment (i.e. for use other than in a residential single family setting), a Commercial Plan is required. If purchased, this Agreement will provide coverage for the Covered Product that is used in a commercial setting in those cases where the manufacturer's warranty is null and void. Coverage under this Agreement will begin from the product date of purchase or installation/delivery and continue for the period of time indicated in “Your Coverage Details”, Your sales receipt or invoice; provided however, for selected products that are manufactured specifically for commercial use and include a manufacturer's warranty, coverage begins upon expiration of the shortest portion of the manufacturer's or factory refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Major Component coverage (e.g. compressors, heating elements, etc.) for appliance service agreements is not available for products under the Commercial Add-On Plan.

5. BATTERY:
   i. If You purchased a plan with Battery coverage, Mulberry will replace a rechargeable battery that has failed to operate within 3-years of Date of Purchase or delivery. This coverage does not apply if the battery’s capacity has been diminished. Coverage only applies with complete Breakdown, such as a failure of battery to hold a charge.

6. USED PRODUCT:
   i. If You purchased coverage for a used or pre-owned product, Mulberry will repair or replace the used Covered Product due to failure, as stated in the respective category coverage paragraph detailed in this Agreement (e.g. Electronics).

7. PET DAMAGE:
   i. If You purchased a plan with Pet Damage coverage, Mulberry will repair or replace the Covered Product as stated in the respective category coverage paragraph detailed in this Agreement (e.g. Rugs) and will also provide Coverage for damage or product failure caused by pets, excluding bodily fluids.

8. PET BODILY FLUIDS:
   i. If You purchased a plan with Pet Bodily Fluids coverage, Mulberry will repair or replace the Covered Product as stated in the respective category coverage paragraph detailed in this Agreement for damage or product failure as a result of pet bodily fluids, excluding the elimination of odors.

9. STAINS:
   i. If You purchased a plan with Stains coverage, Mulberry will repair or replace the Covered Product as stated in the respective category coverage paragraph detailed in this Agreement (e.g. Apparel) and will also provide Coverage for damage or product failure caused by stains, excluding the elimination of odors.

MSD2C2022F2AMT Ed. 4-19-22; MSGEN2022F2AMT Ed. 4-19-22; MSD2C2021F2 Ed. 10-1-21; MSGEN2021F2 Ed. 10-1-2021
10. **PRICE GUARANTEE:**
   i. If you purchased a plan with Price Guarantee coverage, Mulberry will provide a reimbursement of the difference of the retail price paid by you and any readily-available advertised price within 60 Days of the Date of Purchase.

11. **RETURN GUARANTEE:**
   i. If purchased, Mulberry will provide a reimbursement of a percentage of the cost of the Covered Product, in the event the product needs to be returned to the retailer, without a replacement or repair, due to failure or Breakdown. This Coverage will include reimbursement for shipping and other costs related to the return.

12. **CASH BACK**:
   i. If purchased, Mulberry will provide cash back to you based on a percentage of the Retail Price Paid, in the event that you file for Cash Back within 60 days of the expiration date of this Agreement on the Declarations Page above.

3. **CATEGORY-SPECIFIC PLANS**:
   a. **For Electronics**
      i. **WHAT IS COVERED**
         1. STANDARD PLANS also cover:
            a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer’s workmanship and/or materials.
            b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, we will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from your insurer, if applicable.
      2. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.
      3. For STANDARD and ADH PLANS, you are responsible for backing up all computer software and data prior to the commencement of repair of the Covered Product.
   
      ii. **WHAT IS NOT COVERED**
         1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
            a. Non-operating, cosmetic, or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses;
            b. Any installed accessory item, e.g., gas or electric connectors;
            c. Any antennae or antenna system; 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 or water supply; water and power connectors and connections; reception or normal signal;
            d. Outdoor conversion kits not specifically sold with the Covered Product and recommended by the manufacturer.
            e. **For Computers and Peripheral Equipment:**
               i. Overheating caused by accumulation of dust, vermin or fan blockage; misuse and abuse;
               ii. 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; damage caused from refilled ink cartridges;
               iii. Burned-in image in CRT, LCD or any other type of display; application programs; operating software; other software; loss of data or restoration of programs;
               iv. 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; and
               v. Toner and ink cartridges;
               vi. Cables.

   b. **For Office Equipment**:
      i. STANDARD PLANS also cover:
         1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer’s workmanship and/or materials.
2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

   ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

   c. **For Video/Audio Equipment:**
      
      i. **STANDARD PLANS also cover:**
         
         1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.

         2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

         ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

   d. **For Appliances:**
      
      i. **WHAT IS COVERED**
         
         1. **STANDARD PLANS also cover:**
            
            a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.

            b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

            c. Food loss, as a direct result of a Breakdown of a covered refrigerator or freezer. For food loss, Provider will pay You a one-time reimbursement up to $500 (proof of food-loss may be required when you file a claim).

            d. This Agreement does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the Covered Product.

            e. This Agreement also does not cover the cost of opening or closing walls, floors, or ceilings.

      2. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

      ii. **WHAT IS NOT COVERED**
         
         1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
            
            a. Non-operating, cosmetic, or external parts, e.g., protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses;

            b. Any installed accessory item, e.g., gas or electric connectors;

            c. Any antennae or antenna system; 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 or water supply; water and power connectors and connections; reception or normal signal;

            d. Outdoor conversion kits not specifically sold with the Covered Product and recommended by the manufacturer.

      e. **For Outdoor Appliances:**
         
         i. **STANDARD PLANS also cover:**
            
            1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.

            2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

            3. Food loss, as a direct result of a Breakdown of a covered refrigerator or freezer. For food loss, Mulberry will pay You a one-time reimbursement up to $500 (proof of food-loss may be required when you file a claim).

            4. This Agreement does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the Covered Product.

      5. This Agreement also does not cover the cost of opening or closing walls, floors, ground or ceilings.

   ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

   f. **For E-bikes, Bikes & Scooters (& Parts):**
WHAT IS COVERED

1. STANDARD PLANS also cover:
   a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
   b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

WHAT IS NOT COVERED

1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   a. Road-licensed products
   b. Damage caused by a bike crash while riding;
   c. Damage caused by collision with another object (ie, car runs over bike in driveway);
   d. Cracks or damage to frames under any circumstances;
   e. Willful abuse & neglect; and
   f. Rust or corrosion.

g. For Lighting:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
   ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

h. For Rugs:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover (all as a result of normal indoor residential household use or accidental damage from handling, either resulting from a single incident):
         a. Rips or tears
         b. Seam separation
         c. Stains resulting from beverages and food.
      2. PET BODILY FLUIDS PLANS, if purchased, also cover:
         a. Stains resulting from human & pet bodily fluids (excluding the elimination of odors).
   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Damage from pets, unless the pet damage add-on plan is purchased;
         b. Burns and heat marks longer than one inch in length;
         c. Stains caused by the delivery of the Covered Product;
         d. Stains of unknown origin;
         e. Stains as a result of acid, bleach, body oils, caustic solutions, dyes, nail polish remover, nail polish, paint, suntan oils, ballpoint ink, cosmetics and wax;
         f. Fabric and/or leather which has become faded, worn or soiled over time from normal everyday use or sun exposure; natural characteristics that cause appearance variations; x- coded fabrics; non-colorfast materials;
         g. Rugs located in screened rooms where the rug may be directly or indirectly exposed to the elements.

i. For Indoor Furniture:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover (all as a result of normal indoor residential household use or accidental damage from handling, either resulting from a single incident):
         a. All stain types;
         b. Nail polish remover damage;
         c. Burns and heat marks that are not caused by a fire;
         d. Punctures, cuts, tears, or rips;
         e. Seam separation;
         f. Broken zippers or buttons;
         g. Failure of frames, panels, springs, mechanisms, motors, levers or hand wands, or power or remote cords used for sleeper, reclining, and inclining applications, if these
components were covered by an original manufacturer's warranty and such warranty has expired;

h. Failure of integral electrical components;

i. Lifting or incident-specific chipping of veneers or laminates exposing the substrate;

j. Liquid marks and rings;

k. Breakage, scratches, gouges, dents or chips;

l. Checking, cracking, bubbling, or peeling of the finish;

m. Chips, scratches, or breakage of glass or mirrors;

n. Loss of silverying on mirrors;

o. Warping;

p. Fading from the sun;

q. Breakage of hinges, handles, draw glides, pulls, nail-head trim;

r. Pet damage – single incident only.

ii. WHAT IS NOT COVERED

1. In addition to the exclusions listed for **ALL PLANS** above, this Agreement does not cover:

   a. Any stain or damage if **You** have not fulfilled **Your** responsibilities as described in this Plan;
   
   b. Any stain or damage that is not specifically listed, wear-and-tear;
   
   c. Plan does not cover cleaning, maintenance, or stains and damage caused by normal or ordinary wear-and-tear, including but not limited to: scuffing, scrapes, or other surface abrasions, including pilling or fraying of fabric, and surface scratches on leather;
   
   d. The buildup of stains, soil, or damage that accumulates gradually over time from repeated use, rather than from a particular occurrence: This includes, but is not limited to, stains from perspiration, hair oil, or body oil;
   
   e. All pre-existing stains or damage to Furniture occurring prior to the Term of this Plan, including stains or damage occurring to floor samples or other Furniture sold "as-is" before delivery;
   
   f. Odors, including odors that remain after a visible stain is cleaned;
   
   g. Stains or damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy or other protection plan;
   
   h. Stains or damage caused during Furniture delivery, assembly, installation, or transportation are not covered;
   
   i. Stains or damage caused by water leaks, including those from skylights, roofs, or water pipes;
   
   j. Appliance malfunctions, including but not limited to air conditioners and water heaters;
   
   k. Fire, smoke, flood, other natural disaster, or act of God;
   
   l. Theft, vandalism, or as a result of any other illegal activity.

j. **For Outdoor Furniture:**

i. **WHAT IS COVERED**

   1. **STANDARD PLANS** also cover (all as a result of normal outdoor residential household use or accidental damage from handling, either resulting from a single incident):

      a. All stain types;
      
      b. Punctures, cuts, tears, or rips;
      
      c. Seam separation;
      
      d. Burns & heat marks that are not caused by a fire;
      
      e. Broken handles & hinges;
      
      f. Liquid marks & rings;
      
      g. Breakage, scratches, gouges, dents or chips;
      
      h. Chips, scratches, or breakage of glass or mirrors;
      
      i. Loss of silverying on mirrors;
      
      j. Broken swivel, rocking & height-adjustment mechanisms;
      
      k. Damaged umbrella ribs & arc mechanisms;
      
      l. Damage to manufacturer-installed umbrella lighting;
      
      m. Broken suspension straps on seating;
      
      n. Broken welds;
      
      o. Pet damage – single incident only.

ii. **WHAT IS NOT COVERED**

   1. In addition to the exclusions listed for **ALL PLANS** above, this Agreement does not cover:
a. Any stain or damage if **You** have not fulfilled Your responsibilities as described in this Plan.

b. Any stain or damage that is not specifically listed, wear-and-tear

c. Plan does not cover cleaning, maintenance, or stains and damage caused by normal or ordinary wear-and-tear, including but not limited to: scuffing, scrapes, or other surface abrasions, including pilling or fraying of fabric, and surface scratches on leather;

d. The buildup of stains, soil, or damage that accumulates gradually over time from repeated use, rather than from a particular occurrence: This includes, but is not limited to, stains from perspiration, hair oil, or body oil;

e. All pre-existing stains or damage to Furniture occurring prior to the Term of this Plan, including stains or damage occurring to floor samples or other Furniture sold "as-is" before delivery;

f. Odors, including odors that remain after a visible stain is cleaned;

g. Stains or damage covered under any maintenance plan, manufacturer's warranty, extended warranty, homeowner's or renter's or other insurance policy or other protection plan;

h. Stains or damage caused during Furniture delivery, assembly, installation, or transportation are not covered;

i. Stains or damage caused by water leaks, including those from skylights, roofs, or water pipes;

j. Appliance malfunctions, including but not limited to air conditioners and water heaters;

k. Fire, smoke, flood, other natural disaster, or act of God, which are typically covered under a home insurance plan;

l. Theft, vandalism, or as a result of any other illegal activity.

**k. For Luggage & Bags:**

i. **WHAT IS COVERED**

1. **STANDARD PLANS also cover** (all as a result of normal personal use or accidental damage from handling, either resulting from a single incident):

   a. Rips or tears;
   
   b. Seam separation;
   
   c. Broken zippers, wheels or handles;
   
   d. Minor burn or heat marks up to one inch in length;
   
   e. Stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors)

ii. **WHAT IS NOT COVERED**

1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:

   a. Damage from impact from or with a vehicle;
   
   b. Damage caused by airlines and other transportation providers;
   
   c. Burns and heat marks longer than one inch in length;
   
   d. Stains caused by the delivery of the Covered Product; stains of unknown origin;
   
   e. Stains as a result of acid, bleach, body oils, caustic solutions, dyes, nail polish remover, nail polish, paint, suntan oils, ballpoint ink, cosmetics and wax;
   
   f. Fabric and/or leather which has become faded, worn or soiled over time from normal everyday use or sun exposure; natural characteristics that cause appearance variations;
   
   g. X- coded fabrics; non-colorfast materials;
   
   h. Peeling, cracking or color loss on vinyl, leather or bi-cast leather products.

**l. For Mattresses:**

i. **STANDARD PLANS also cover** (all as a result of normal indoor residential household use or accidental damage from handling, either resulting from a single incident):

   1. Stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors);
   
   2. Structural Breakdown

m. **For Jewelry:**

i. **WHAT IS COVERED**

1. **STANDARD PLANS also cover:**

   a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of Breakdown or the following defects in manufacturer's workmanship and/or material:
i. Broken, bent or worn prongs, clasps and hinges;
ii. Knotted or broken links in necklaces and bracelets;
iii. Broken or lost pins and earring posts;
iv. Restrings of stretched pearl necklaces;
v. Re-shanking.

b. STANDARD PLANS also include the following services for the Covered Product:
   i. Refinishing and polishing;
   ii. White gold rhodium plating;
   iii. Earring repair;
   iv. Chain soldering;
   v. Resetting diamonds and gemstones;
   vi. Repair of chipped or cracked stones (including center stones);
   vii. Replacement for loss of diamond or gemstone center stones or side/enhancement stones up to a maximum of 0.50 carat, due to a defect in the setting.

ii. WHAT IS NOT COVERED
   1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
      i. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.

n. For Watches:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover:
         a. Battery replacement
         b. Replacement for loss of stones from bezel up to a maximum of 0.10 carat.
         c. Mechanical failure of watches
         d. Breakage of stem or band, case and crystal.
   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.

o. For Lawn, Garden & Tools:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover:
         a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
         b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Normal wear and tear;
         b. Tune-ups;
         c. Damage caused by neglect;
         d. Improper operation;
         e. Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;
         f. Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;
         g. Alteration or removal of parts;
         h. Water entering engine cylinder(s) through exhaust system or carburetor(s);
         i. Spark plugs;
         j. Brake pads or lining;
         k. Hoses;
         l. Hose clamps;
         m. Belts;
         n. Batteries;
         o. Shock absorbers;
         p. Tires;
         q. Cutting blades;
r. Gauge wheels;
s. Wheel balancing;
t. Alignments;
u. Cleaning of fuel and coolant systems;
v. Removal of carbon, varnish, sludge, or contaminants;
w. Necessary fuel and ignition system calibrations and adjustments;
x. Repair caused by normal product vibration;
y. Routine maintenance;
z. Fuses;
aa. Filters;
bb. Consumables;
c. Bulbs;
dd. Exterior power cords;
e. Cosmetic adjustment or replacement;
f. Shell separating or cracking;
g. Paint changes;
h. Corrosion;
i. Rust;
j. Repair for grinding of valves to increase compression;
k. Oil consumption;
l. Stuck rings;
m. Shipping or freight;
n. Burned valves;
oo. Tuliped valves;
pp. Adhesives;
qq. Shop supplies;
rr. Road service calls;
s. Environmental charges;
tt. Miscellaneous charges;
u. Internal or external corrosion, electrolysis, salt or any other environmental condition;
vv. Inadequate or improper storage/lay up;
ww. Loss or damage to optional equipment.

p. For Lawn & Garden Accessories:
   i. STANDARD PLANS also cover:
      1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

q. For Fitness Equipment:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover:
         a. Repair and replacement of functional factory-installed belts, including treadmill walking belts and rollers, required for the performance of the Covered Product.
         2. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Failure of non operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls;
         b. Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and
         c. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

r. For Sporting Goods:
   i. WHAT IS COVERED
      1. STANDARD PLANS also cover:
         a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
workmanship and/or materials.
  b. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

2. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

ii. WHAT IS NOT COVERED

1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
   a. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.
   
   s. For Optical:
      i. STANDARD PLANS also cover:
         1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      
      ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.

   t. For Home Goods:
      i. STANDARD PLANS also cover:
         1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
      
      ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.
      iii. STAIN PLANS, if purchased, also cover:
         1. All stain types.

   u. For Bed & Bath:
      i. STANDARD PLANS also cover:
         1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
      2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable. Provider will repair or replace the Covered Product, at its discretion, when required due to a mechanical or electrical Breakdown, as well as a mechanical or electrical failure caused by a direct result of a power surge (in the absence of insurance coverage).
      
      ii. ADH PLANS cover damage as outlined in the “Premium Plans” section of this Agreement.
      iii. STAIN PLANS, if purchased, also cover:
         1. All stain types.

   v. For Apparel:
      i. STANDARD PLANS also cover:
         1. Rips or tears;
         2. Seam separation;
         3. Broken zippers;
         4. Minor burn or heat marks up to one inch in length
      
      ii. STAIN PLANS, if purchased, also cover:
         1. All stain types.

   w. For Plumbing & Electrical:
      i. STANDARD PLANS also cover:
         1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
         2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.
      
      ii. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         1. Correction of, or reimbursement for, any repairs made by You or anyone You hire, unless previously approved by Mulberry;
         2. Assessing, remediating or abating mold or notifying You of any mold that may be present in Your home;
3. Any correction, upgrade, or move of Your existing water supply and drainage system, exterior water service line, exterior sewer/septic line, or interior or exterior electrical line in order to meet any code, law, regulation, ordinance, or utility directive, if not directly related to the necessary covered repair;
4. Any section of your water supply and drainage system, exterior water service line, exterior sewer/septic line, or interior or exterior electrical line that is shared with any third party or is covered by a homeowners', condominium or like association;
5. Non-conforming drain lines (i.e. drain lines not directly connected to the public sewer system or Your septic tank);
6. Appliances, fittings, or fixtures, pressure reducing valves, or backflow prevention devices, pumps, or grinders;
7. Water supply and drainage systems that are frozen; thawing of frozen pipes
8. CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM CONDUCTING REPAIR WORK OR AS A RESULT OF THE COVERED REPAIR; FOR EXAMPLE, DAMAGES NECESSARY TO REASONABLY ACCESS THE REPAIR AREA. YOUR RIGHTS AND REMEDIES MAY VARY DEPENDING ON THE STATE WHERE YOUR PROPERTY IS LOCATED;
9. Repairs to any line that branches off the main line, such as lines for sprinklers, pools, hot tubs, and/or other outdoor systems;
10. Repairing or replacing septic tanks or any other type of collection tank, leach fields, or any non-conforming drain line, such as a basement or storm drain, connected to Your exterior sewer/septic line;
11. Repairs to damage arising from the disconnection or interruption to the main electrical supply; transformers
12. Resetting of circuit breakers or system controls; repairs consisting of knob and tube wiring, aluminum, or other non-standard/non-permanent materials; failure arising from the disconnection from or interruption to the main electrical supply; replacement of light bulbs, light fixtures and fittings, fuses or plugs; appliances; appliance cords; non-standard wall switches; dimmers; remote control outlets; extension cords; service entrance conductors

x. For Auto Parts:
i. WHAT IS COVERED
   1. STANDARD PLANS also cover:
      a. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.
   ii. WHAT IS NOT COVERED
      1. In addition to the exclusions listed for ALL PLANS above, this Agreement does not cover:
         a. Covered Product damaged by abnormal use, misuse, neglect, accident, alteration, modification, or “tampering with”;
         b. Failure caused by failure of a non-covered product and Diagnostic charges. If the responsibility for the repair is covered by an insurance policy, manufacturer, recalls, or any other warranty or service contract;
         c. Any damage that occurs outside the continental United States of America, Alaska, Hawaii or Canada;
         d. Any cost other than the cost of the qualifying Covered Product;
         e. Incidental or consequential damages even if caused by the failure of the Covered Product;
         f. More than one replacement of the same Covered Part.
   g. For Automotive / Marine / Powersport Batteries:
      i. Used or pre-owned products;
      ii. Improper installation or attachments;
      iii. Batteries that are merely discharged;
      iv. Batteries used in vehicles for commercial use or in trucks over 1 ton;
      v. Labor charges, installation charges, taxes or legislatively imposed fees to remove or replace automotive, motorcycle, marine, or RV parts and accessories or any fees related to the disposal of environmentally unsafe materials;
         vi. “No problem found” diagnosis;
   h. Normal wear and tear;
   i. Tune-ups;
   j. Damage caused by neglect;
   k. Improper operation;
l. Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;
m. Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;

n. Alteration or removal of parts;
o. Water entering engine cylinder(s) through exhaust system or carburetor(s);
p. Spark plugs;
q. Brake pads or lining;
r. Hoses;
s. Hose clamps;
t. Belts;
u. Shock absorbers;
v. Tires;
w. Cutting blades;
x. Gauge wheels;
y. Wheel balancing;
z. Alignments;

aa. Cleaning of fuel and coolant systems;
bb. Removal of carbon, varnish, sludge, or contaminants;
c. Necessary fuel and ignition system calibrations and adjustments;
d. Repair caused by normal product vibration;
e. Routine maintenance;

ff. Fuses;
gg. Filters;
hh. Consumables;
ii. Bulbs;
jj. Exterior power cords;

kk. Cosmetic adjustment or replacement;
ll. Shell separating or cracking;

mm. Paint changes;
nn. Corrosion;
oo. Rust;
pp. Repair for grinding of valves to increase compression;
qq. Oil consumption;
rr. Stuck rings;
ss. Shipping or freight;
tt. Burned valves;
uu. Tuliped valves;
vv. Adhesives;
ww. Shop supplies;
xx. Road service calls;
yy. Environmental charges;
zz. Miscellaneous charges;

aaa. Internal or external corrosion, electrolysis, salt or any other environmental condition;
bbb. Inadequate or improper storage/lay up;
ccc. Loss or damage to optional equipment.

y. **For Musical Instruments:**

i. **STANDARD PLANS also cover:**

1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.

2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

ii. **ADH PLANS** cover damage as outlined in the “Premium Plans” section of this Agreement.

z. **For General Merchandise:**

i. **STANDARD PLANS also cover:**

1. Parts and labor necessary to repair or replace the Covered Product, at its discretion, only in the event of a Breakdown or defects in manufacturer's workmanship and/or materials.

2. Power surge protection, in the absence of insurance coverage. If the Covered Product is damaged as a result of a power surge, We will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from Your insurer, if applicable.

**M mulberry**
Prior to filing any arbitration, we will replace the Covered Product in accordance with the terms herein. You may be required to submit proof of claim denial from your insurer, if applicable.

i. STAIN PLANS, if purchased, also cover:
   1. All stain types.

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**NOTICE:** IN NO EVENT SHALL MULBERRY OR ANY OF THEIR AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

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**8. Conditions**

A. **Renewal:** Renewal of your plan will be at Mulberry’s discretion. Note, not all products are eligible for renewal.

B. **Transferability:** This Agreement is transferable by you for the remainder of the original term of this Agreement. The transfer of this Agreement and the Covered Product may be registered at https://getmulberry.com. Once this Agreement has been transferred to new ownership, the person listed as the New Owner of the Covered Product assumes all responsibility to uphold the conditions of this Agreement. A copy of this Agreement may be obtained by the New Owner at https://getmulberry.com. The Manufacturer’s warranty may not be transferable.

C. **Territories:** The Agreement territory is limited to the United States of America, but does not include U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.

D. **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. You will be made whole before we retain any amount we may recover.

E. **Deductible:** There may be a deductible required to obtain service for repair or replacement of the Covered Product. Please refer to “Your Coverage Details” to determine if a deductible is applicable to this Agreement.

F. **Cancellation:** This Agreement provides a one hundred (100) day free-look period from the purchase date of the Agreement as long as no claims have been incurred. You may cancel this Agreement by informing Mulberry of your cancellation request within one hundred (100) days from the date of purchase of the Agreement and you will receive a 100% refund of the full purchase price of the Agreement. If your cancellation request is made more than one hundred (100) days from the date of purchase, or if you have incurred a covered claim, you will receive a pro-rata refund of the Agreement Purchase Price, less the cost of repairs made (if any), or the state law for cancellation that applies to residents requesting cancellation. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by you. A written notice will be provided at least thirty days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. Your refund will be equal to 100% of the unearned pro-rata Agreement Purchase Price paid.

G. **Entire Agreement:** The terms and conditions of this Agreement (together with the State-Specific Terms and Conditions identified below) constitute the Agreement between us and you relating to the provision of protection described herein. No representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this Agreement.

H. **Our Obligations to You Insured:** This Agreement is not a contract of insurance. However, our obligations under this Contract are insured by an insurance policy issued by Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094, except in the States of Hawaii and Washington, where the Provider is Lexington National Warranty Services, LLC and in the State of Florida, where the Provider is Lexington National Insurance Corporation. In the event we fail to perform or pay any covered service or pay any refund, or if we become insolvent or otherwise financially impaired, or if satisfaction is not received within 60 days after proof of loss is filed, you may make a claim with Lexington National Insurance Corporation at 1-866-539-2547.

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**9. Legal Disclosures**

1. **Binding Arbitration and Class Action Waiver:**
   a. Please read this section carefully. It affects your rights. Any controversy or claim arising out of or relating to this Service Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”).
   b. You and we both agree to give up the right to resolve a controversy or claim by a judge and/or jury.
   c. Prior to filing any arbitration, we jointly agree to seek to resolve any dispute between us by mediation.
conducted by the AAA with all mediator fees and expenses paid by Us.

d. Unless the arbitrator determines that the claim was frivolous, or brought for improper or harassing purposes, We will reimburse Your arbitration filing fees and pay the AAs and arbitrator's fees and expenses.

e. The decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in any State or Federal court of competent jurisdiction.

f. Any claim must be brought by You or Us in an individual capacity, and not as a class representative or class member in any class action litigation, and/or class arbitration or any consolidation of individual arbitrations.

10. State Requirements and Disclosures

**Alabama:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. Any arbitration proceeding that is held, shall be held in the county in which the contract holder lives and in the state of Alabama. Service contracts purchased in the state of Alabama shall be governed by the laws of Alabama.

**Arizona:** In the “WHAT IS NOT COVERED (ALL PLANS)” section of this Agreement, exclusion (5) is removed. CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer's right to file a complaint with the [Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548]. Exclusions listed in the Agreement apply once the Covered Product is owned by You.

**Arkansas:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. Arbitration in this state is voluntary on either party.

**California:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement. For all products other than home appliances and home electronic products, if the Agreement is cancelled: (a) within sixty (60) days of receipt of this Agreement, You shall receive a full refund of the purchase price of this Agreement provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Household Goods and Services (BHGS). To learn more about this process, You may contact BHGS at [1-800- 952-5210], or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at www.bhgs.dca.ca.gov. Informal dispute resolution is not available.

**Colorado:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. Obligor's obligations are insured under a Contractual Liability Policy # ANC-FTP-2020-010 issued by Lexington National Insurance Corporation.

**Connecticut:** If You purchased this Agreement in Connecticut, You may pursue mediation to settle disputes between You and the provider of this Agreement. Parties to this extended warranty agreement shall make reasonable efforts to resolve disputes over the terms of the warranty. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142–0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement. 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. CANCELLATION section is amended as follows: You may cancel this Agreement if You return the Covered Product or the Covered Product is sold, lost, stolen, or destroyed.

**District of Columbia** - A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

**Florida:** This Agreement is between the Provider, Florida License 02979, and You, the purchaser. If You cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. If this Agreement is cancelled by the Provider or Provider, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on Your behalf. The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation. ARBITRATION section of this Agreement is removed.

**Georgia:** Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (5) is removed and replaced with: Any and all pre-existing conditions known by You or should have reasonably been known by You, that occur prior to the effective date of this Agreement and/or any sold “as is” including but not limited to floor models, demonstration models, etc. CANCELLATION section is amended as follows: If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro rata refund of the Agreement price. In the event of cancellation by Us, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Any refund owed and not paid within 45 days is subject to a 10% per month penalty. ARBITRATION section of this Agreement is removed.

**Hawaii:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

**Iowa:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not
paid or credited within thirty (30) days of receipt of returned service Agreement.

**Maine:** If an Agreement is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service Agreement holder one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the service Agreement holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the Agreement to the provider.

**Maryland:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

**Massachusetts:** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

**Michigan:** If performance under this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

**Minnesota:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

**Mississippi:** ARBITRATION section of this Agreement is removed.

**Missouri:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

**Nevada:** CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement. ARBITRATION section of this Agreement is removed. In emergency situations that immediately endangers the health and safety of You, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if We determine that repairs cannot practically be completed within three (3) calendar days after the report of the claim, We will provide a status report to You no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period; 3) the current estimated time to complete the repairs or services; and 4) contact information for You to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made. Exclusion 8 in the “ALL PLANS” section regarding unauthorized modifications is amended as follows: This Contract will not cover any unauthorized or non manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract 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 Contract. If You are not satisfied with the manner in which We are handling the claim, You may contact the Nevada Division of Insurance at (888) 872-3234.

**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, Concord, NH 03301, (603) 271-2261. ARBITRATION section of this Agreement is removed.

**New Jersey:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

**New Mexico:** CANCELLATION section is amended as follows: If You are the original purchaser of this Agreement, You may return this Agreement and receive a refund if: (i) You have not made a claim under the Agreement; and (ii) You return this Agreement within twenty days after the date We mail You a copy of the Agreement or within ten days after You receive a copy of the Agreement if We furnish You with the copy at the time the Agreement is purchased. We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this Agreement has been in force for a period of seventy (70) days, We may not cancel it before the expiration of the Agreement term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement. A ten percent (10%) penalty per month (or each portion thereof) shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Agreement.

**New York:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement.

**North Carolina:** CANCELLATION section is amended as follows: We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of this Agreement.

**Oklahoma:** Our Oklahoma Service Warranty License Number is 514828548. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

**SECTION IV CONDITIONS – CANCELLATION** section is amended as follows: In the event the Agreement is canceled by You
within the first sixty (60) days from the effective date, We will refund the entire Agreement charge paid. If this Agreement is canceled by You after sixty (60) days, We will refund an amount based upon ninety percent (90%) of the unearned pro-rata premium, reflecting the days in force or the miles driven based on the term of plan selected and the date Coverage begins. If We cancel the Agreement, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as its interest may appear.

**SECTION V CONDITIONS** - 5. ARBITRATION – 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.

**Oregon:** CANCELLATION section is amended as follows: You, the service Agreement holder may apply for reimbursement directly to the insurer if a refund is not paid before the 46th day after the date on which Your Agreement is returned to the provider. ARBITRATION section of this Agreement is removed.

**South Carolina:** If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

**Texas:** If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts 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. You, the service Agreement holder, may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which Your Agreement is returned to the provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement.

**Utah:** This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Provider as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. CANCELLATION section is amended as follows: We can cancel this Agreement during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for non-payment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

ARBITRATION section is amended to include the following: Any matter in dispute between You and Us 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 Us. Any decision reached by arbitration shall be binding upon both You and Us. 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.

**How To Request Service** is amended to provide that You may call Us toll-free at 855-220-7601 or go online to help@getmulberry.com EMERGENCY SERVICE: If You are unable to reach Provider and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Provider Your original repair bill along with the technician's report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this Agreement will apply.

Obligations of the Provider under this Agreement are guaranteed under a service contract reimbursement insurance policy issued by Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094. In the event we fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, You may make a claim with Lexington National Insurance Corporation at 1-866-539-2547.

**Virginia:** The following is added to this Contract: If any promise made in the Contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

**Washington:** All references to Obligor throughout this Agreement are replaced with Service Contract Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement. We may not cancel this Agreement without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. You are not required to wait sixty (60) days before filing a claim directly with the Service Contract Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Contract Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has

MSD2C2022F2AMT Ed. 4-19-22; MSGEN2022F2AMT Ed. 4-19-22; MSD2C2021F2 Ed. 10-1-21; MSGEN2021F2 Ed. 10-1-2021

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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. You may file a direct claim with the Service Contract Provider at any time.

**EMERGENCY SERVICE:** If You are unable to reach Provider at 917-994-6394 and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Provider Your original repair bill along with the technician’s report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this Agreement will apply.

**Wisconsin:** ARBITRATION section of this Agreement is removed. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If You cancel within thirty (30) days of receipt of this Agreement, You must first return to the Selling Retailer or to the Obligor should the Selling Retailer not be available. Proof of loss should be furnished by You to the Provider as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. If Provider fails to provide, or reimburse or pay for, a service that is covered under this Agreement within sixty-one (61) days after You provide proof of loss, or if the Provider becomes insolvent or otherwise financially impaired, You may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Agreement purchase price, less the cost of repairs made (if any). However, in the event of a total loss of the covered property which is not covered by a replacement of the property pursuant to the terms of this Agreement contract, You are entitled to cancel the Agreement and receive a pro rata refund of any unearned provider fee, less any claims paid, and no administrative fee will be applicable.

**Wyoming:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. ARBITRATION section of this Agreement is removed.