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:

Multi-Product

AmTrust D2C Terms and Conditions*
AmTrust Retailer Terms and Conditions*
Lexington D2C Terms and Conditions
Lexington Retailer Terms and Conditions
Arch D2C Terms and Conditions
Arch Retailer Terms and Conditions
Mulberry D2C Terms and Conditions - California
Mulberry Terms and Conditions - California
*for plans purchased before December 13, 2024

For plans sold after July 1 2026, refer to the following terms and conditions:

Lexington D2C Terms and Conditions (2026)
Lexington Retailer Terms and Conditions (2026)
Lexington D2C Terms and Conditions - California (2026)
Lexington Retailer Terms and Conditions - California (2026)
Arch Terms and Conditions (2025 Revision)
Lexington Tire & Wheel Terms and Conditions (Alabama, Alaska, California, Connecticut, Georgia, Kentucky, Maine, Missouri, Nebraska, Nevada, Oklahoma, Oregon, Washington)

AMTRUST D2C TERMS & CONDITIONS

for plans purchased before December 13, 2024

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**

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 **855-220-7005** 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".

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**.

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. 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. 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 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

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 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. Restringing 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.

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. 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:**

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;**
cc. **Removal of carbon, varnish, sludge, or contaminants;**
dd. **Necessary fuel and ignition system calibrations and adjustments;**
ee. **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;**
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.
   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 cancellation and 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 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.

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

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 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.

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: **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 material 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 **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 7005 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.

AMTRUST RETAILER TERMS & CONDITIONS

for plans purchased before December 13, 2024

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. **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

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 **855-220-7005** 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**.

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

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**

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.

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

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. 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 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.

j. **<u>For Outdoor Furniture:</u>**

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. Restringing 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.**

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 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. 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:**

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;**
cc. **Removal of carbon, varnish, sludge, or contaminants;**
dd. **Necessary fuel and ignition system calibrations and adjustments;**
ee. **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;**
ccc. **Inadequate or improper storage/lay up;**
ddd. **Loss or damage to optional equipment.**

y. **<u>For Musical Instruments:</u>**
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 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.

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 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 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.

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 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.

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 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 **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 7005 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 **855-220-7005** 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".

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**.

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. 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. 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. **<u>For Office Equipment:</u>**

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. **<u>For Video/Audio Equipment:</u>**

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. **<u>For Appliances:</u>**

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, 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 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 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. Restringing 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.

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 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.

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 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.

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: 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 material 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 7005 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 **855-220-7005** 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**.

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

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.

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 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 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 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.

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 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. Restringing 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.

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 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 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 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.

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.

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 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.

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 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 7005 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.

Arch D2C Product Protection Terms and Conditions
Service Agreement Overview

Thanks for choosing Mulberry to protect Your Covered Products! This Agreement will provide You with all the information You need to know about how Your Mulberry product protection plan works and what it covers.

In this Agreement, You'll find:

1) Your Agreement Information
    a) All of the basics including when Your coverage begins and ends.
2) Guide to the Agreement
    a) 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
    a) Best practices to make sure there are no surprises.
4) How to File a Claim
    a) Filing a claim with Mulberry is easy! We walk through all the details here.
5) How Claims Work
    a) If Your Covered 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.
    b) If Your Covered Product needs to be replaced, this section describes how a replacement or reimbursement will be determined.
    c) If Your Covered Product needs to be cleaned, this section describes Mulberry's responsibility for product cleaning and the limits of our responsibility in the event of covered incidents calling for cleaning.
6) Coverage Details
    a) The specifics on exactly what Your plan covers.
7) Conditions
    a) Details on plan transfers, cancellations and more.
8) Legal Disclosures
    a) Information on Your legal rights with Mulberry.
9) State Requirements and Disclosures
    a) 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 1-855-220-7005.

Mulberry Product Protection Service Agreement
Terms & Conditions

1) **Your Agreement Information*** (illustrative sample information included in **bold**)
    a) Name of Agreement Holder: **Jane Doe**
    b) Address: **123 Any Street, Floor 2, Elizabeth, NJ 07208**
    c) Email: **email@emaildomain.com**
    d) Phone: **123-605-3585**
    e) Selling Retailer: **Mulberry Technology, Inc. & Mulberry Shield, Inc.**
    f) Covered Product(s): **[Product Description]**
    g) Agreement Consideration: [$Your first and last names, email address, shipping address, phone number]
    h) Start Date: [XX/XX/20XX]
    i) Agreement Term: (XX) [Years or Monthly]
    j) Agreement Start Date: [XX/XX/20XX]
    k) Agreement End Date: [XX/XX/20XX]
    l) Renewal Eligible: **[at Mulberry's sole discretion]**
    m) Automatic Renewal: [Y/N]
    n) Waiting Period (before coverage begins): [XX Days]
    o) Deductible: [$XX.XX]
    p) Coverage Type: [Accidental Damage from Handling (ADH), Malfunction]
    q) Claim Limit (Limit of Liability): [COVERED PRODUCT PURCHASE PRICE]
    r) Per Product Claim Limit: The price You paid for the Covered Product or cost to repair or clean (whichever is lower)
    s) Service Type: **[Repair, Replacement, Cash Settlement at Mulberry sole discretion]**
    t) Service Location: [On-site, Depot, Self-Sourcing Service or Mail-In/Carry-In]

2) Guide to the Agreement (Important Terms & Definitions)
    a) "Accidental Damage from Handling ("ADH")": means the occurrence of an accident while in the prescribed and normal use of a Covered Product under normal service and usage of the Covered Product that affects the performance of the Covered Product to fulfill its intended purpose. 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 accidental damage.
    b) "Additional Consideration": means the monetary amount identified for subsequent terms of this Agreement, which will be identified on Your renewal letter.

c) “Agreement”: this service agreement together with the State-Specific Terms and Conditions identified below.
d) “Agreement Consideration”: means 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 Agreement Consideration and may be provided to You under a separate Agreement. .
e) “Claim”: means the occurrence of an incident to Your Covered Product as defined below and can be classified as a Covered Failure.
f) “Claim Limit”: means the amount You paid for the original Covered Product purchase price.
g) “Cleaning for Stains”: means the cleaning of the Covered Product for stains as a result of a single incident and for eligible stain types. Mulberry will attempt to clean stains and in the event a stain persists Mulberry will work with You on other resolutions including parts or product replacement in the sole discretion of Mulberry. No coverage is provided for multiple stains and lack of care on the part of You.
h) “Covered Failure”: means the types of Incidences described below which are covered for protection under this Agreement.
i) “Covered Products”: means the products that are covered by this Agreement and which are identified and registered in Your Mulberry Dashboard.
j) “Incidence”: means an occurrence to Your Covered Product that is out of Your control. It is a single occurrence and does not include multiple or repeated Incidents resulting in damage. You are required to use care and not abuse or misuse Your Covered Product in any way to receive coverage under this Agreement.
k) “Limit of Liability”: means the total amount You are eligible to receive under this Agreement and may not exceed the original Covered Product purchase price.
l) “Malfunction”: means the inability of the Covered Product or part thereof, under normal service and usage, 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 Malfunction when the wear has exceeded the manufacturer’s published tolerances or average service life as determined by Mulberry. 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 Malfunction.
a) “Mulberry Dashboard” is the secure online account portal that you can set up by accessing it at www.getmulberry.com, follow the instructions and, once created, will provide You all relevant and required information about your Covered Products, registration, claim and other important information and instructions.
m) “Provider”, “Obligor”, “Mulberry”, “We”, “Us” and “Our” means the entity obligated under this Agreement, Mulberry Shield, Inc., 22 N 6 St PH1E, Brooklyn NY

11249-3097, 1-855-220-7005, except in the States of Hawaii and Washington, where the Provider is First Shield Consumer Service Corporation 2345 Grand Boulevard, Kansas City Missouri 64018, and in the State of Florida, where the Provider is First Shield Consumer Service Corporation of Florida, Inc., 2345 Grand Boulevard, Kansas City, Missouri 64108 – License #43787, 844-631-6707.

n) "Selling Retailer": means the entity selling the Covered Product and this Agreement.

o) "You" and "Your": means the original person opting in to this active Agreement.

3) How to Get the Most from Your Coverage
   a) Please read this Agreement carefully, as it describes the protection You will receive in return for Your opting into this Agreement for the initial term of this Agreement in return for Your Agreement Consideration. Renewal for a Renewal Term described in Section 6 of this Agreement may require You to provide additional Agreement Consideration in exchange for the protection described below being provided during the Renewal Term.
   b) You must keep this Agreement, Your Covered Product sales invoice, and receipt for Your Covered Products You purchased that are subject to this Agreement. They all are integral parts of this Agreement and You may be required to produce them in order to file and have your Claim adjudicated.
   c) You must maintain the Covered Product as recommended by the manufacturer's owner's manual and warranty. Furthermore, You must take reasonable care of Your Covered Products including periodic cleaning and maintenance.

4) How to File a Claim
   a) Items must be a registered in accordance with Section 3.d) to be eligible for a Claim and may further be subject to Section 3.b).
   b) Items must be a listed Covered Product to be eligible for a Claim.
   c) If You experience an Incidence and Your Covered Product is not registered, Your Claim is not valid and will be denied.
   d) Reporting a Claim (various options available)
      i) Go online to getmulberry.com and log into Your Mulberry Dashboard . Look for the "File a claim" button on the left navigation bar and follow the instructions.
      ii) Go online to getmulberry.com/contact
      iii) Call Us toll-free at 1-855-220-7005 between the hours of 9:00 AM and 5:00 PM Eastern Standard Time
   e) Please note that the We must authorize any repairs or replacements to be eligible for coverage. We may deny any Claims or decline to reimburse You for any losses where You fail to follow this Agreement's Claims procedures or to receive Our approval prior to repair or replacement. If You initiate service for a non-covered repair or a "no failure found" diagnosis as determined by Us or the

Administrator at the time of service, You will be responsible for all costs associated with the Claim other than any covered inspection or diagnosis fees.

f) 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. Claim ID can be found in your Mulberry online account dashboard Covered Products found to be non-defective will be returned to You unrepaired.

g) If We ask You to ship the Covered Product for repair or inspection, You are not responsible for the cost of postage and/or shipping. Your Covered Product must be properly protected with bubble wrap or other protective materials.

h) If after You have filed a Claim You refuse service on a Covered Product after Mulberry has confirmed with You the date of the appointment and dispatched an authorized technician to Your location, You will be billed for that servicer's applicable trip charge along with any applicable deductible. If You unreasonably 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 We may choose in our discretion to cancel this Agreement.

i) It is unlawful to knowingly file a Claim fraudulently or with intent to defraud. In the event We become aware of a fraudulent Claim We will report it to the appropriate authorities.

5) How Claims Work

a) Types of Claims – the following are considered "Covered Failures" under this Agreement. Any other type of failure is not covered under this Agreement.

i) [Accidental Damage from Handling (ADH) - damage as a result of the normal use of Your Covered Products for its intended purpose. Accidents resulting from transporting, shipping, installation, abuse or neglect are not covered.]

ii) [Malfunction - includes an incident of failure of the Covered Product including those experienced because of unusual wear and tear, failure of the Covered Product to perform 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 other coverage through insurance or credit card benefits)]

iii) [Stains and other non-functional damage - includes SINGLE INCIDENT occurrences. We will attempt to clean or rectify the single incident occurrence; however, in the event cleaning or correction is not possible, no further resolution will be provided under this Agreement. Repeated stains, scratches, nicks, soiling and other blemishes caused by normal use are NOT COVERED.]

b) Types of Service. Upon the occurrence of a Claim, You may be eligible for the below types of services. We will inform You what type of service Your Covered Product qualifies for when You file Your Claim.

i) In-Home/On-Site: At Our discretion, 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 (a) will confirm with You a date and time period during such hours where You or someone you designate will be home so the service provider can perform its services and (b) may opt to remove the Covered Product to perform service in-shop. For successful in-home service, We request that You:
   (1) Provide Our authorized service provider with accessibility to the Covered Product.
   (2) Provide a non-threatening, non-hazardous and safe environment for Our authorized service provider.
   (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.

ii) Cleaning: for single Incident damages to Your Covered Product, We may decide to provide cleaning. In the event cleaning/resolution is provided and the cosmetic issues are not resolved, no further action will be taken on Our part.

iii) Carry In: For Covered 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.

iv) Self-Sourced Services: If an authorized service provider is unavailable in Your area or if We determine it is more practical, You may be responsible for locating a service provider and facilitating the service for Your Covered Product at Our discretion and direction. We will reimburse You for such eligible services. If You have located a service provider that you wish to use, those service providers need to be approved in advance and You must provide Us with receipts for the service You obtained.

v) Depot Service: 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. 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.

6) Conditions
   a) Renewal: If You have selected a Plan that automatically renews, as indicated on Your Order Confirmation, Your Plan will automatically renew at the end of the initial term for this Agreement for a subsequent period ("Renewal Term") unless it is validly cancelled, terminated, or non-renewed beforehand. Your Plan may be renewed at Our sole discretion. The length of Your Renewal Term will be the same length as Your initial term.
   b) Transferability: This Agreement is not transferable. .

c) Territories: The Agreement territory is limited to the United States of America and Canada, but does not include the 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. You must pay any applicable deductible prior to receiving service. The deductible is non-refundable. Please refer to "Your Coverage Details" to determine if a deductible is applicable to this Agreement.
f) Cancellation: You may cancel this Plan for any reason and at any time by initiating a request with the Administrator at www.getmulberry.com or 1-855-220-7005.

g) Entire Agreement: The terms and conditions of this Agreement (together with the State-Specific Terms and Conditions identified below) constitute the entire Agreement between Us and You relating to the provision of protection on Your Covered Product 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) Lender's Single Interest: In the event Your Covered Product is a leased or rent to own product, the lender of record has the right to the benefits of this Agreement. You promise to cooperate with Mulberry in coordinating services under this Agreement with Your lessor or other financial institution.
i) Our Obligations to You: This Agreement is not a contract of insurance. However, Our obligations under this Contract are insured by an insurance policy issued by Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546. 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 Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546.

7) Coverage Details - WHAT IS COVERED
a) The Covered Product will be repaired in the event of a Covered Failure during the coverage period. Mulberry may use new, remanufactured or refurbished parts in repairing the Covered Product.
b) If the Covered Product cannot be repaired or if the cost of its repair is deemed cost-prohibitive by Us, the Covered Product may be replaced, as determined by Us, with a new or refurbished product of like kind or similar features. Alternatively, at Our discretion we may offer You a settlement amount of money,

not to exceed the Limit of Liability indicated on “Your Coverage Details” page, to compensate You for Your Claim.

c) In the event of a single Incident occurrence of a stain, scratch or other superficial damage to the Covered Product, We may clean or resolve the issue using reasonable efforts. We will attempt one cleaning/resolution and upon completion no further benefit is available under this Agreement.

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

e) 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 Mulberry and no coverage is available under this Agreement for any replacement product.

f) If the cost of Claims fulfillment that Mulberry has paid for your Covered Product (for separate, unique Claims) unreasonably exceeds the Limit of Liability, We may, at Our sole discretion, determine that Our obligations for the Covered Product under this Agreement have terminated and are considered fulfilled.

g) This Agreement does not replace the manufacturer’s warranty for the Covered Product. This Agreement does not pay if the original equipment manufacturer warranty is void or unavailable to You for any reason.

8) WHAT IS NOT COVERED

The following is not covered for Covered Products:

a) **Products without a manufacturer’s warranty;**

b) **Product failures as a result of manufacturing defects when a manufacturer’s warranty is active. Please refer directly to the manufacturer or Selling Retailer for such failures, when applicable;**

c) **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. If manufacturer fails to honor their manufacturer warranty, We are not responsible for the Claim;**

d) **Cleaning; periodic checkups; preventive maintenance excluding items eligible under Maintenance Reimbursement;**

e) **Any and all pre-existing conditions that occur prior to the effective date of this Agreement;**

f) **Any product sold “as is”, including but not limited to floor models, demonstrations models, etc.;**

g) **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.;**

h) **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. Failure to reasonably care for Covered Product;

i) **Television or personal computer monitor screen imperfections, including "burn-in";**
j) **Any Covered Product that is fraudulently described or materially misrepresented;**
k) **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;**
l) **Loss or damage caused by crime, invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;**
m) **Incidental, consequential or secondary damages**
n) **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;**
o) **Any product used in a commercial setting or rental basis;**
p) **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;**
q) **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";**
r) **Unauthorized repairs and/or parts;**
s) **Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein;**
t) **Accessories used in conjunction with a Covered Product including remote controls, unless otherwise indicated in "What is Covered";**
u) **Any other loss or damage other than a Covered Failure;**
v) **Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this Agreement;**
w) **Any failure or condition that results from abnormal usage of the Covered Product;**
x) **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.**
y) **Theft, mysterious disappearance, misplacement, digital viruses, or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the Covered Product;**
z) **Cosmetic damage and/or other damage that does not affect the product's functionality.**

9) Legal Disclosures: 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.

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 opted in the state of Alabama shall be governed by the laws of Alabama**.**

Arizona: 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: 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 Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546, Policy Number: 1970001CO.

Connecticut: If **You opted in to** 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 Covered 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**.

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 (8.e.) 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. The 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 canceled 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. If the covered Product requires emergency repairs outside of normal business hours, You can submit your claim by calling toll-free at [844-631-6707].

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**. The 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. h in the "WHAT IS NOT COVERED" 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. The 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: 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 filing a Claim**; 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 [510067482].

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

SECTION 6.f.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 LEGAL DISCLOSURES: BINDING ARBITRATION – If You are a resident of Oklahoma, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement. .

Oregon: 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. The ARBITRATION section of this **Agreement** is removed.

South Carolina: If **You opted in to** 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 opted in to**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. After sixty (60) days have elapsed, **We** may cancel this **Agreement** by mailing a cancellation notice to **You** at least 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 855-220-7005 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 Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546. 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 Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546.

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 **1-855-220-7005** 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 **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.

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**. The ARBITRATION section of this **Agreement** is removed.

Arch Retailer Terms and Conditions
Service Agreement Overview

Thanks for choosing Mulberry to protect Your Covered Products! This Agreement will provide You with all the information You need to know about how Your Mulberry product protection plan works and what it covers.

In this Agreement, You'll find:

1) Your Agreement Information
    a) All of the basics including when Your coverage begins and ends.
2) Guide to the Agreement
    a) 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
    a) Best practices to make sure there are no surprises.
4) How to File a Claim
    a) Filing a claim with Mulberry is easy! We walk through all the details here.
5) How Claims Work
    a) If Your Covered 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.
    b) If Your Covered Product needs to be replaced, this section describes how a replacement or reimbursement will be determined.
    c) If Your Covered Product needs to be cleaned, this section describes Mulberry's responsibility for product cleaning and the limits of our responsibility in the event of covered incidents calling for cleaning.
6) Coverage Details
    a) The specifics on exactly what Your plan covers.
7) Conditions
    a) Details on plan transfers, cancellations and more.
8) Legal Disclosures
    a) Information on Your legal rights with Mulberry.
9) State Requirements and Disclosures
    a) 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 1-855-220-7005.

Mulberry Product Protection Service Agreement
Terms & Conditions

1) **Your Agreement Information*** (illustrative sample information included in **bold**)
    a) Name of Agreement Holder: **Jane Doe**
    b) Address: **123 Any Street, Floor 2, Elizabeth, NJ 07208**
    c) Email: **email@emaildomain.com**
    d) Phone: **123-605-3585**
    e) Selling Retailer: **Mulberry Technology, Inc. & Mulberry Shield, Inc.**
    f) Covered Product(s): **[Product Description]**
    g) Agreement Purchase Price: [$XX.XX]
    h) Start Date: [XX/XX/20XX]
    i) Agreement Term: (XX) [Years or Monthly]
    j) Agreement Start Date: [XX/XX/20XX]
    k) Agreement End Date: [XX/XX/20XX]
    l) Renewal Eligible: **[at Mulberry's sole discretion]**
    m) Automatic Renewal: [Y/N]
    n) Waiting Period (before coverage begins): [XX Days]
    o) Deductible: [$XX.XX]
    p) Coverage Type: [Accidental Damage from Handling (ADH), Malfunction]
    q) Claim Limit (Limit of Liability): [COVERED PRODUCT PURCHASE PRICE]
    r) Per Product Claim Limit: The price You paid for the Covered Product or cost to repair or clean (whichever is lower)
    s) Service Type: **[Repair, Replacement, Cash Settlement at Mulberry sole discretion]**
    t) Service Location: [On-site, Depot, Self-Sourcing Service or Mail-In/Carry-In]
2) Guide to the Agreement (Important Terms & Definitions)
    a) "Accidental Damage from Handling ("ADH")": means the occurrence of an accident while in the prescribed and normal use of a Covered Product under normal service and usage of the Covered Product that affects the performance of the Covered Product to fulfill its intended purpose. 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 accidental damage.
    b) "Additional Consideration": means the monetary amount identified for subsequent terms of this Agreement, which will be identified on Your renewal letter.
    c) "Agreement": this service agreement together with the State-Specific Terms and Conditions identified below.

d) “Agreement Consideration”: means 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 Agreement Consideration and may be provided to You under a separate Agreement. .
e) “Claim”: means the occurrence of an incident to Your Covered Product as defined below and can be classified as a Covered Failure.
f) “Claim Limit”: means the amount You paid for the original Covered Product purchase price.
g) “Cleaning for Stains”: means the cleaning of the Covered Product for stains as a result of a single incident and for eligible stain types. Mulberry will attempt to clean stains and in the event a stain persists Mulberry will work with You on other resolutions including parts or product replacement in the sole discretion of Mulberry. No coverage is provided for multiple stains and lack of care on the part of You.
h) “Covered Failure”: means the types of Incidences described below which are covered for protection under this Agreement.
i) “Covered Products”: means the products that are covered by this Agreement and which are identified and registered in Your Mulberry Dashboard.
j) “Incidence”: means an occurrence to Your Covered Product that is out of Your control. It is a single occurrence and does not include multiple or repeated Incidents resulting in damage. You are required to use care and not abuse or misuse Your Covered Product in any way to receive coverage under this Agreement.
k) “Limit of Liability”: means the total amount You are eligible to receive under this Agreement and may not exceed the original Covered Product purchase price.
l) “Malfunction”: means the inability of the Covered Product or part thereof, under normal service and usage, 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 Malfunction when the wear has exceeded the manufacturer’s published tolerances or average service life as determined by Mulberry. 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 Malfunction.
a) “Mulberry Dashboard” is the secure online account portal that you can set up by accessing it at www.getmulberry.com, follow the instructions and, once created, will provide You all relevant and required information about your Covered Products, registration, claim and other important information and instructions.
m) “Provider”, “Obligor”, “Mulberry”, “We”, “Us” and “Our” means the entity obligated under this Agreement, Mulberry Shield, Inc., 22 N 6 St PH1E, Brooklyn NY 11249-3097, 1-855-220-7005, except in the States of Hawaii and Washington, where the Provider is First Shield Consumer Service Corporation 2345 Grand

Boulevard, Kansas City Missouri 64018, and in the State of Florida, where the Provider is First Shield Consumer Service Corporation of Florida, Inc., 2345 Grand Boulevard, Kansas City, Missouri 64108 – License #43787, 844-631-6707.

3) How to Get the Most from Your Coverage
    a) Please read this Agreement carefully, as it describes the protection You will receive in return for Your opting into this Agreement for the initial term of this Agreement in return for Your Agreement Consideration. Renewal for a Renewal Term described in Section 6 of this Agreement may require You to provide additional Agreement Consideration in exchange for the protection described below being provided during the Renewal Term.
    b) You must keep this Agreement, Your Covered Product sales invoice, and receipt for Your Covered Products You purchased that are subject to this Agreement. They all are integral parts of this Agreement and You may be required to produce them in order to file and have your Claim adjudicated.
    c) You must maintain the Covered Product as recommended by the manufacturer's owner's manual and warranty. Furthermore, You must take reasonable care of Your Covered Products including periodic cleaning and maintenance.
4) How to File a Claim
    a) Items must be a listed Product to be eligible for a Claim.
    b) If You experience an Incidence and Your Covered Product is not registered, Your Claim is not valid and will be denied.
    c) Reporting a Claim (various options available)
        i) Go online to getmulberry.com and log into Your Mulberry Dashboard . Look for the "File a claim" button on the left navigation bar and follow the instructions.
        ii) Go online to getmulberry.com/contact
        iii) Call Us toll-free at 1-855-220-7005 between the hours of 9:00 AM and 5:00 PM Eastern Standard Time
    d) Please note that the We must authorize any repairs or replacements to be eligible for coverage. We may deny any Claims or decline to reimburse You for any losses where You fail to follow this Agreement's Claims procedures or to receive Our approval prior to repair or replacement. If You initiate service for a non-covered repair or a "no failure found" diagnosis as determined by Us or the Administrator at the time of service, You will be responsible for all costs associated with the Claim other than any covered inspection or diagnosis fees.
    e) 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. Claim ID can be found in your Mulberry online account dashboard Covered Products found to be non-defective will be returned to You unrepaired.
    f) If We ask You to ship the Covered Product for repair or inspection, You are not responsible for the cost of postage and/or shipping. Your Covered Product must be properly protected with bubble wrap or other protective materials.

g) If after You have filed a Claim You refuse service on a Covered Product after Mulberry has confirmed with You the date of the appointment and dispatched an authorized technician to Your location, You will be billed for that servicer's applicable trip charge along with any applicable deductible. If You unreasonably 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 We may choose in our discretion to cancel this Agreement.

h) It is unlawful to knowingly file a Claim fraudulently or with intent to defraud. In the event We become aware of a fraudulent Claim We will report it to the appropriate authorities.

5) How Claims Work

a) Types of Claims – the following are considered "Covered Failures" under this Agreement. Any other type of failure is not covered under this Agreement.

i) [Accidental Damage from Handling (ADH) - damage as a result of the normal use of Your Covered Products for its intended purpose. Accidents resulting from transporting, shipping, installation, abuse or neglect are not covered.]

ii) [Malfunction - includes an incident of failure of the Covered Product including those experienced because of unusual wear and tear, failure of the Covered Product to perform 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 other coverage through insurance or credit card benefits)]

iii) [Stains and other non-functional damage - includes SINGLE INCIDENT occurrences. We will attempt to clean or rectify the single incident occurrence; however, in the event cleaning or correction is not possible, no further resolution will be provided under this Agreement. Repeated stains, scratches, nicks, soiling and other blemishes caused by normal use are NOT COVERED.]

b) Types of Service. Upon the occurrence of a Claim, You may be eligible for the below types of services. We will inform You what type of service Your Covered Product qualifies for when You file Your Claim.

i) In-Home/On-Site: At Our discretion, 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 (a) will confirm with You a date and time period during such hours where You or someone you designate will be home so the service provider can perform its services and (b) may opt to remove the Covered Product to perform service in-shop. For successful in-home service, We request that You:

(1) Provide Our authorized service provider with accessibility to the Covered Product.

(2) Provide a non-threatening, non-hazardous and safe environment for Our authorized service provider.

(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.

ii) Cleaning: for single Incident damages to Your Covered Product, We may decide to provide cleaning. In the event cleaning/resolution is provided and the cosmetic issues are not resolved, no further action will be taken on Our part.

iii) Carry In: 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.

iv) Self-Sourced Services: If an authorized service provider is unavailable in Your area or if We determine it is more practical, You may be responsible for locating a service provider and facilitating the service for Your Covered Product at Our discretion and direction. We will reimburse You for such eligible services. If You have located a service provider that you wish to use, those service providers need to be approved in advance and You must provide Us with receipts for the service You obtained.

v) Depot Service: 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. 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.

6) Conditions

a) Renewal: If You have selected a Plan that automatically renews, as indicated on Your Order Confirmation, Your Plan will automatically renew at the end of the initial term for this Agreement for a subsequent period ("Renewal Term") unless it is validly cancelled, terminated, or non-renewed beforehand. Your Plan may be renewed at Our sole discretion. The length of Your Renewal Term will be the same length as Your initial term.

b) Transferability: This Agreement is not transferable.

c) Territories: The Agreement territory is limited to the United States of America and Canada, but does not include the 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. You must pay any applicable deductible prior to receiving service. The deductible is non-refundable. Please refer to "Your Coverage Details" to determine if a deductible is applicable to this Agreement.

f) Cancellation: You may cancel this Plan for any reason and at any time by initiating a request with the Administrator at {INSERT WEBSITE AND/OR TOLL-FREE NUMBER}.
   i) If You request to cancel this Plan within 30 days from the Agreement Start Date without making any claims ("Free Look Period"), You will be refunded the full Agreement Price.
   ii) **Cancellations After Receiving Service or After 30 Days**
      (1) **Annual Plans.** If You request to cancel this Plan within 30 days from the Agreement Start Date after making a claim or after 30 days from the Agreement Start Date, You will receive a pro-rata refund of the Agreement Price based on the elapsed Agreement Term, less the costs of any services or Claims made.
      (2) **Monthly Plans.** If You request to cancel this Plan within 30 days from the Agreement Start Date after making a claim or after 30 days from the Agreement Start Date, Your coverage will terminate at the end of Your current monthly term. In the event that You cancel within the first 30 days and have received payment under a valid claim, You will receive a refund in the amount of Your monthly payment less the amount of the claim paid.

g) Entire Agreement: The terms and conditions of this Agreement (together with the State-Specific Terms and Conditions identified below) constitute the entire Agreement between Us and You relating to the provision of protection on Your Covered Product 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) Lender's Single Interest: In the event Your Covered Product is a leased or rent to own product, the lender of record has the right to the benefits of this Agreement. You promise to cooperate with Mulberry in coordinating services under this Agreement with Your lessor or other financial institution.

i) Our Obligations to You: This Agreement is not a contract of insurance. However, Our obligations under this Contract are insured by an insurance policy issued by Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546. 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 Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546.

7) Coverage Details - WHAT IS COVERED

a) The Covered Product will be repaired in the event of a Covered Failure during the coverage period. Mulberry may use new, remanufactured or refurbished parts in repairing the Covered Product.

b) If the Covered Product cannot be repaired or if the cost of its repair is deemed cost-prohibitive by Us, the Covered Product may be replaced, as determined by Us, with a new or refurbished product of like kind or similar features. Alternatively, at Our discretion we may offer You a settlement amount of money,

not to exceed the Limit of Liability indicated on “Your Coverage Details” page, to compensate You for Your Claim.

c) In the event of a Single Incident occurrence of a stain, scratch or other superficial damage to the Covered Product, We may clean or resolve the issue using reasonable efforts. We will attempt one cleaning/resolution and upon completion no further benefit is available under this Agreement.

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

e) 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 Mulberry and no coverage is available under this Agreement for any replacement product..

f) If the cost of Claims fulfillment that Mulberry has paid for your Covered Product (for separate, unique Claims) unreasonably exceeds the Limit of Liability, We may, at Our sole discretion, determine that Our obligations for the Covered Product under this Agreement have terminated and are considered fulfilled.

g) This Agreement does not replace the manufacturer’s warranty for the Covered Product. This Agreement does not pay if the original equipment manufacturer warranty is void or unavailable to You for any reason.

8) WHAT IS NOT COVERED

The following is not covered for Covered Products:

a) **Products without a manufacturer’s warranty;**

b) **Product failures as a result of manufacturing defects when a manufacturer’s warranty is active. Please refer directly to the manufacturer or Selling Retailer for such failures, when applicable;**

c) **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. If manufacturer fails to honor their manufacturer warranty, We are not responsible for the Claim;**

d) **Cleaning; periodic checkups; preventive maintenance excluding items eligible under Maintenance Reimbursement;**

e) **Any and all pre-existing conditions that occur prior to the effective date of this Agreement;**

f) **Any product sold “as is”, including but not limited to floor models, demonstrations models, etc.;**

g) **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.;**

h) **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. Failure to reasonably care for Covered Product;

i) **Television or personal computer monitor screen imperfections, including "burn-in";**
j) **Any Covered Product that is fraudulently described or materially misrepresented;**
k) **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;**
l) **Loss or damage caused by crime, invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;**
m) **Incidental, consequential or secondary damages**
n) **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;**
o) **Any product used in a commercial setting or rental basis;**
p) **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;**
q) **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";**
r) **Unauthorized repairs and/or parts;**
s) **Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein;**
t) **Accessories used in conjunction with a Covered Product including remote controls, unless otherwise indicated in "What is Covered";**
u) **Any other loss or damage other than a Covered Failure;**
v) **Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this Agreement;**
w) **Any failure or condition that results from abnormal usage of the Covered Product;**
x) **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.**
y) **Theft, mysterious disappearance, misplacement, digital viruses, or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the Covered Product;**
z) **Cosmetic damage and/or other damage that does not affect the product's functionality.**

9) Legal Disclosures: 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.

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: 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 issued by Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546, Policy Number: 1970001CO.

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, First Shield Consumer Service Corporation of Florida at 2345 Grand Boulevard, Kansas City, Missouri 64108; License #43787, 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 canceled 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.** The 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 (8.e.) 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. The 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 canceled 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. If the covered Product requires emergency repairs outside of normal business hours, You can submit your claim by calling toll-free at [844-631-6707].

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**. The 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. h in the "WHAT IS NOT COVERED" 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. The 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 filing a Claim**; 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 510067482.

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

SECTION 6.f.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 LEGAL DISCLOSURES: BINDING ARBITRATION – If You are a resident of Oklahoma, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement.

Oregon: 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. The 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 855-220-7005 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 Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546. 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 Arch Insurance Company, 2345 Grand Blvd #900, Kansas City, MO 64108, phone 1-800-821-5546.

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 **1-855-220-7005** 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**. The ARBITRATION section of this **Agreement** is removed.

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
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".

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**.

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. 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. 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, 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 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 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. Restringing 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.

p. **<u>For Lawn & Garden Accessories:</u>**

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 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.

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 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, 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. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. **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: 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 material 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.

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
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
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**.

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

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. **Mulberry** does not offer Monthly-Paid or Continuous Monthly Plans.

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.

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 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 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 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.

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 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. Restringing 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.

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 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 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 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.

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.

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 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.

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, 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. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen

percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. **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: 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 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 D2C TERMS & CONDITIONS

for plans sold after July 1, 2026

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? 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 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., 228 Park Ave S PMB 697574, New York, New York 10003, 917-994- 6394, except in the State of 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. **"Limit of Liability*":** The maximum total benefit payable for a single **Covered Product**. It equals the product's original purchase price, as shown on your proof of purchase, exclusive of shipping, delivery, installation, disposal, taxes, and any other ancillary charges.*If purchased and indicated in Section 1. **Your Agreement** Information, selected premium plans do not have a **Limit of Liability**.

2.7. **"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**.

2.8. **"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. Gradual wear and tear — even if accelerated or "unusual" — must directly cause a measurable mechanical failure to be considered. 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**.

2.9. **"Accidental Damage from Handling":** Physical damage to the **Covered Product** resulting from a single, sudden, unintentional, and identifiable event occurring during ordinary, stationary use. **Excludes accumulated or progressive damage from continual or multiple events.** For a complete list of coverage criteria and exclusions for Accidental Damage, see Section 2.3 (Category-Specific Coverage Criteria) and Section 7(b) (Exclusions).

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, and take reasonable steps to prevent foreseeable damage.

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. DAMAGE THAT OCCURRED PRIOR TO THE PLAN PURCHASE DATE IS NOT COVERED. (5) PRODUCT ELIGIBILITY IS AT **MULBERRY**'S DISCRETION. (5) THE INCLUSION OR REGISTRATION OF ANY PRODUCT WITHIN A USER'S MULBERRY ACCOUNT SHALL NOT, IN ITSELF, CONSTITUTE A DETERMINATION OF ELIGIBILITY OR COVERAGE, WHICH SHALL BE ESTABLISHED SOLELY BY MULBERRY.

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. **Damage that occurred prior to the plan purchase date is not covered.**

4.4. **If You or any third-party service attempts to clean, repair, or alter the Product before We authorize service, and that action obscures, worsens, or prevents accurate assessment of the original damage, the claim is excluded.**

4.5. **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.

4.6. 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**.

4.7. 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.

4.8. **You** must timely provide photographs, serial numbers, proof of purchase, incident narratives, inspection reports, or other documentation reasonably requested. Failure to supply requested materials may result in claim denial.

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**.

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

6. Payment Frequency

6.1. **Single-Payment Plans:**

6.1.1. 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.

6.2. **Monthly-Paid Plans:**

6.2.1. 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.

6.3. **Continuous Monthly Plans:**

6.3.1. 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

7.1. ALL PLANS:

7.1.1. WHAT IS COVERED

7.1.1.1. 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**.

7.1.1.2. 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.

7.1.1.3. 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.**

7.1.1.4. 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**.

7.1.1.5. 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.

7.1.1.6. 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 **Mulberry**.

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

7.1.2. WHAT IS NOT COVERED (ALL PLANS)

7.1.2.1. **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):**

7.1.2.1.1. **Products without a manufacturer's warranty or retailer return policy of at least 30-days;**

7.1.2.1.2. **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;**

7.1.2.1.3. **Failures first occurring during any manufacturer or retailer warranty period remain the responsibility of that warranty provider.**

7.1.2.1.4. **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;**

7.1.2.1.5. **Cleaning; periodic checkups; preventive maintenance excluding items eligible under Maintenance Reimbursement;**

7.1.2.1.6. **If an authorized service center or technician determines that the reported condition is excluded under the terms of this contract, or no mechanical fault is found, the claim may be denied and no further action will be taken for that claim under this contract.**

7.1.2.1.7. **Any and all pre-existing conditions that occur prior to the effective date of this Agreement**

7.1.2.1.8. **Any product sold "as is", including but not limited to floor models, demonstrations models, etc., unless the used add-on plan is purchased;**

7.1.2.1.9. **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.;**

7.1.2.1.10. **Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.**

7.1.2.1.11. **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;**

7.1.2.1.12. **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;**

7.1.2.1.13. **Damage caused by commercial third-party actions is excluded.**

7.1.2.1.14. **Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;**

7.1.2.1.15. **Losses arising after you, a service provider, or any third-party attempts to clean, repair, modify, or otherwise remediate damage prior to acceptance or authorization of the claim or**

service are excluded if those actions worsen the condition, conceal the original damage, or prevent accurate assessment of the claim.

7.1.2.1.16. Incidental, consequential or secondary damages

7.1.2.1.17. 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;

7.1.2.1.18. Any product used in a commercial setting or rental basis unless You purchased a Commercial plan;

7.1.2.1.19. 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;

7.1.2.1.20. 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";

7.1.2.1.21. Unauthorized repairs and/or parts;

7.1.2.1.22. Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein;

7.1.2.1.23. Accessories used in conjunction with a Covered Product including remote controls, unless otherwise indicated in "What is Covered";

7.1.2.1.24. Product consumables, non-operational components, add-on accessories, or any other parts or materials that are designed to be consumed during the life of the product. This includes, but is not limited to, batteries, light bulbs, filters, cartridges, belts, cleaning discs, and other expendable or single-use components.

7.1.2.1.25. Any other loss or damage other than a covered failure;

7.1.2.1.26. Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this Agreement;

7.1.2.1.27. Any loss arising from intentional, willful, reckless, or negligent acts—including but not limited to deliberate misuse, failure to take reasonable preventative measures, or failure to maintain the Product in accordance with manufacturer instructions.

7.1.2.1.28. Any failure or condition that results from abnormal usage of the Covered Product;

7.1.2.1.29. 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.

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

7.1.2.1.31. With the exception of Consumer Electronics products, Coverage applies only while the Covered Product is stationary and in ordinary, intended residential (or approved commercial) use.

Any damage arising while the Product is being moved, relocated, assembled, installed, transported, stored, or otherwise used outside its ordinary setting or purpose is excluded.

7.1.2.1.32. Cosmetic damage and/or other damage that does not affect the unit's functionality.

7.1.2.1.33. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product.

7.1.2.1.34. This is a contract of indemnity and in the event that the damage is inconsequential, We reserve the right to close a claim with no further action when remediation is impossible, disproportionate to the value of the Product, or would exceed the Limit of Liability or result in over-indemnification.

7.2. PREMIUM PLANS (inclusive of "ALL PLANS" coverage):

7.2.1. <u>ACCIDENTAL DAMAGE IN HANDLING ("ADH"):</u>

7.2.1.1. 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 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.** "Accidental Damage" is defined as a single, isolated, unexpected, and unintentional incident. Coverage is contingent on the claimant providing a verifiable cause of loss with details and circumstances of the incident. **Damage arising from cumulative, repetitive, or progressive impacts, wear patterns, or related occurrences that collectively result in deterioration is expressly excluded.** Covered events must occur while the Product is under **Your** direct care, custody, or control (including that of your immediate household members or guests or an authorized transferee). **Any incident occurring while the Product is under the care, custody, or control of any other party is excluded.**

7.2.1.2. If needed, the replacement value of the **Covered Product** will be solely determined by **Mulberry**. **We** will determine the appropriate remedy (cleaning, repair, part-replacement, full replacement, or settlement) after evaluating the severity, location, and effect of the damage.

7.2.2. <u>COMMERCIAL:</u>

7.2.2.1. 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.

7.2.3. BATTERY:

7.2.3.1. 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. **Diminished battery capacity, range reduction, or lower efficiency that occurs with regular use is not covered.** Coverage only applies with complete **Breakdown,** such as a failure of battery to hold a charge. **We** reserve the right to fulfill battery-related claims using new, refurbished, or third-party components that restore functional operability. This may include batteries of like kind, similar quality, or equivalent performance characteristics.

7.2.4. USED PRODUCT:

7.2.4.1. 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)**.

7.2.5. PET DAMAGE:

7.2.5.1. 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.

7.2.5.2. Coverage applies only if indicated in Section 1 of this **Agreement**.

7.2.5.3. When purchased, **We** will authorize **one** claim during the life of the **Agreement** for pet-related damage as specified by the elected.

7.2.6. STAINS:

7.2.6.1. 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.

7.2.7. PRICE GUARANTEE:

7.2.7.1. 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.

7.2.8. RETURN GUARANTEE:

7.2.8.1. 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.

7.2.9. CASH BACK :

7.2.9.1. 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.

7.3. CATEGORY-SPECIFIC PLANS:

7.3.1. For Electronics

7.3.1.1. WHAT IS COVERED

7.3.1.1.1. STANDARD PLANS also cover:

7.3.1.1.1.1. 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.

7.3.1.1.1.2. 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.

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

7.3.1.1.3. **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**.

7.3.1.1.4. **For Drones,** Coverage is for mechanical breakdown or parts replacement only as a result of a covered event.

7.3.1.2. WHAT IS NOT COVERED

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

7.3.1.2.1.1. 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;

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

7.3.1.2.1.3. 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;

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

7.3.1.2.1.5. For Computers and Peripheral Equipment:

7.3.1.2.1.5.1. Overheating caused by accumulation of dust, vermin or fan blockage~~;~~ misuse and abuse;

7.3.1.2.1.5.2. Any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges;

7.3.1.2.1.5.3. 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;

7.3.1.2.1.5.4. Corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; and

7.3.1.2.1.5.5. Toner and ink cartridges;

7.3.1.2.1.5.6. Cables.

7.3.1.2.1.6. For Drones

7.3.1.2.1.6.1. Replacement of the Drone is only covered in the event that the drone is available for diagnosis.

7.3.1.2.1.6.2. Loss or damage to drones caused by Your failure to use reasonable care, including but not limited to, Your failure to take proper pre-flight checkup measures (such as not reading instructions of flying tutorials) and properly charge or secure battery before use, flying past the line of sight, flying indoors, intentional crashes, reckless flying, and, racing.

7.3.1.2.1.6.3. Drone flying in weather conditions likely to cause crash (high winds, rain, snow, natural disasters, etc.

7.3.1.2.1.6.4. Drone flyaway, lost drones.

7.3.2. <u>For Video/Audio Equipment:</u>

7.3.2.1. STANDARD PLANS also cover:

7.3.2.1.1. 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.

7.3.2.1.2. 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.

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

Agreement.

7.3.3. **For Appliances:**

7.3.3.1. WHAT IS COVERED

7.3.3.1.1. STANDARD PLANS also cover:

7.3.3.1.1.1. 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.

7.3.3.1.1.2. 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.

7.3.3.1.1.3. 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).

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

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

7.3.3.2. WHAT IS NOT COVERED

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

7.3.3.2.1.1. 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;

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

7.3.3.2.1.3. 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;

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

7.3.3.2.1.5. Use inconsistent with published user, operator or installation instructions.

7.3.3.2.1.6. In-home instruction on how to use your product.

7.3.3.2.1.7. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not

7.3.3.2.1.8. failures of the Product.

7.3.3.2.1.9. Any failure or damage caused by neglecting routine maintenance or cleaning required by the manufacturer (e.g., filter replacement, coil cleaning, descaling, vent or drain clearing).

7.3.3.2.1.10. External causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; fortuitous events, acts of God or consequential loss of any nature;

7.3.4. <u>For Outdoor Appliances:</u>

7.3.4.1. STANDARD PLANS also cover:

7.3.4.1.1. 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.

7.3.4.1.2. 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.

7.3.4.1.3. 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).

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

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

7.3.4.2. WHAT IS NOT COVERED

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

7.3.4.2.1.1. 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;

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

7.3.4.2.1.3. 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;

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

7.3.4.2.1.5. **Use inconsistent with published user, operator or installation instructions.**

7.3.4.2.1.6. **In-home instruction on how to use your product.**

7.3.4.2.1.7. **"No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product.**

7.3.4.2.1.8. **Any failure or damage caused by neglecting routine maintenance or cleaning required by the manufacturer (e.g., filter replacement, coil cleaning, descaling, vent or drain clearing).**

7.3.4.2.1.9. **External causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; fortuitous events, acts of God or consequential loss of any nature;**

7.3.5. **<u>For E-bikes, Bikes & Scooters (& Parts):</u>**

7.3.5.1. WHAT IS COVERED

7.3.5.1.1. STANDARD PLANS also cover:

7.3.5.1.1.1. 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.

7.3.5.1.1.2. 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.

7.3.5.2. WHAT IS NOT COVERED

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

7.3.5.2.1.1. **Batteries**

7.3.5.2.1.2. **Non-operating, cosmetic or external parts**

7.3.5.2.1.3. **Tires, tubes, any inflatable parts**

7.3.5.2.1.4. **Road-licensed products**

7.3.5.2.1.5. **Damage caused by a bike crash while riding;**

7.3.5.2.1.6. **Damage caused by collision with another object (ie, car runs over bike in driveway);**

7.3.5.2.1.7. **Cracks or damage to frames under any circumstances;**

7.3.5.2.1.8. **Willful abuse & neglect; and**

7.3.5.2.1.9. **Rust or corrosion.**

7.3.6. **<u>For Lighting:</u>**

7.3.6.1. STANDARD PLANS also cover:

7.3.6.1.1. 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.

7.3.6.1.2. 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.

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

7.3.7. **For Rugs:**

7.3.7.1. **WHAT IS COVERED**

7.3.7.1.1. **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)**:**

7.3.7.1.1.1. Rips or tears

7.3.7.1.1.2. Seam separation

7.3.7.1.1.3. Stains resulting from beverages and food.

7.3.7.2. **WHAT IS NOT COVERED**

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

7.3.7.2.1.1. **Damage from pets, unless the pet damage add-on plan is purchased;**

7.3.7.2.1.2. **Burns and heat marks longer than one inch in length;**

7.3.7.2.1.3. **Stains caused by the delivery of the Covered Product;**

7.3.7.2.1.4. **Stains of unknown origin;**

7.3.7.2.1.5. **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;**

7.3.7.2.1.6. **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;**

7.3.7.2.1.7. **Rugs located in screened rooms where the rug may be directly or indirectly exposed to the elements.**

7.3.8. **For Indoor Furniture:**

7.3.8.1. **WHAT IS COVERED**

7.3.8.1.1. **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)**:**

7.3.8.1.1.1. All stain types;

7.3.8.1.1.2. Nail polish remover damage;

7.3.8.1.1.3. Burns and heat marks that are not caused by a fire;

7.3.8.1.1.4. Punctures, cuts, tears, or rips;

7.3.8.1.1.5. Seam separation;

7.3.8.1.1.6. Broken zippers or buttons;

7.3.8.1.1.7. 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;

7.3.8.1.1.8. Failure of integral electrical components;

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

7.3.8.1.1.10. Liquid marks and rings;

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

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

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

7.3.8.1.1.14. Loss of silvering on mirrors;

7.3.8.1.1.15. Warping;

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

7.3.8.1.1.17. Pet damage - single incident only - if indicated in Section 1 of this **Agreement**.

7.3.8.2. WHAT IS NOT COVERED

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

7.3.8.2.1.1. Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan;

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

7.3.8.2.1.3. 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;

7.3.8.2.1.4. Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.

7.3.8.2.1.5. 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;

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

7.3.8.2.1.7. 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;

7.3.8.2.1.8. Coverage applies only while the Covered Product is stationary and in ordinary, intended residential (or approved commercial) use. Any damage arising while the Product is being moved, relocated, assembled, installed,

transported, stored, or otherwise used outside its ordinary setting or purpose is excluded.;

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

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

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

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

7.3.8.2.1.13. Failure to follow all manufacturer maintenance, storage, and operating instructions—proof of compliance (receipts, service records, photos) may be required. Claims arising from non-compliance are excluded.

7.3.8.2.1.14. Failure to take reasonable precautions to prevent further damage upon discovering any issue (e.g., discontinue use, isolate leaks, stop power) may void coverage.

7.3.9. **<u>For Outdoor Furniture:</u>**

7.3.9.1. WHAT IS COVERED

7.3.9.1.1. **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)**:**

7.3.9.1.1.1. All stain types;

7.3.9.1.1.2. Punctures, cuts, tears, or rips;

7.3.9.1.1.3. Seam separation;

7.3.9.1.1.4. Burns & heat marks that are not caused by a fire;

7.3.9.1.1.5. Broken handles & hinges;

7.3.9.1.1.6. Liquid marks & rings;

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

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

7.3.9.1.1.9. Loss of silvering on mirrors;

7.3.9.1.1.10. Broken swivel, rocking & height-adjustment mechanisms;

7.3.9.1.1.11. Damaged umbrella ribs & arc mechanisms;

7.3.9.1.1.12. Damage to manufacturer-installed umbrella lighting;

7.3.9.1.1.13. Broken suspension straps on seating;

7.3.9.1.1.14. Broken welds;

7.3.9.1.1.15. Pet damage - single incident only - if indicated in Section 1 of this **Agreement**.

7.3.9.2. WHAT IS NOT COVERED

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

7.3.9.2.1.1. Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan.

7.3.9.2.1.2. Any stain or damage that is not specifically listed, wear-

and-tear.

7.3.9.2.1.3. 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;

7.3.9.2.1.4. Damage, deterioration, discoloration, corrosion, fading, mold, mildew, rust, or other changes arising from weather, moisture, sunlight, temperature fluctuation, or any prolonged environmental exposure is excluded.

7.3.9.2.1.5. Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.

7.3.9.2.1.6. 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;

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

7.3.9.2.1.8. 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;

7.3.9.2.1.9. Coverage applies only while the Covered Product is stationary and in ordinary, intended residential (or approved commercial) use. Any damage arising while the Product is being moved, relocated, assembled, installed, transported, stored, or otherwise used outside its ordinary setting or purpose is excluded.

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

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

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

7.3.9.2.1.13. Failure to follow all manufacturer maintenance, storage, and operating instructions—proof of compliance (receipts, service records, photos) may be required. Claims arising from non-compliance are excluded.

7.3.9.2.1.14. Failure to take reasonable precautions to prevent further damage upon discovering any issue (e.g., discontinue use, isolate leaks, stop power) may void coverage.

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

7.3.10. **For Luggage & Bags:**

7.3.10.1. WHAT IS COVERED

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

7.3.10.1.1.1. Rips or tears;

7.3.10.1.1.2. Seam separation;

7.3.10.1.1.3. Broken zippers, wheels or handles;

7.3.10.1.1.4. Minor burn or heat marks up to one inch in length;

7.3.10.1.1.5. Stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors)

7.3.10.2. WHAT IS NOT COVERED

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

7.3.10.2.1.1. Damage from impact from or with a vehicle;

7.3.10.2.1.2. Damage caused by airlines and other transportation providers;

7.3.10.2.1.3. Burns and heat marks longer than one inch in length;

7.3.10.2.1.4. Stains caused by the delivery of the Covered Product; stains of unknown origin;

7.3.10.2.1.5. 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;

7.3.10.2.1.6. 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;

7.3.10.2.1.7. X- coded fabrics; non-colorfast materials;

7.3.10.2.1.8. Peeling, cracking or color loss on vinyl, leather or bi-cast leather products.

7.3.11. **For Mattresses:**

7.3.11.1. 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)**:**

7.3.11.1.1. Stains resulting from beverages, food, human or pet bodily fluids (**excluding the elimination of odors**);

7.3.11.1.2. Structural **Breakdown**

7.3.12. **For Jewelry:**

7.3.12.1. WHAT IS COVERED

7.3.12.1.1. STANDARD PLANS also cover:

7.3.12.1.1.1. 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:

7.3.12.1.1.1.1. Broken, bent or worn prongs, clasps and hinges;
7.3.12.1.1.1.2. Knotted or broken links in necklaces and bracelets;
7.3.12.1.1.1.3. Broken or lost pins and earring posts;
7.3.12.1.1.1.4. Restringing of stretched pearl necklaces;
7.3.12.1.1.1.5. Re-shanking.

7.3.12.1.1.2. **STANDARD PLANS** also include the following services for the **Covered Product**:

7.3.12.1.1.2.1. Refinishing and polishing;
7.3.12.1.1.2.2. White gold rhodium plating;
7.3.12.1.1.2.3. Earring repair;
7.3.12.1.1.2.4. Chain soldering;
7.3.12.1.1.2.5. Resetting diamonds and gemstones;
7.3.12.1.1.2.6. Repair of chipped or cracked stones (including center stones);
7.3.12.1.1.2.7. Replacement for loss of diamond or gemstone center stones or side/enhancement stones up to a maximum of the limit of liability as stated in Section 1 of this **Agreement**, due to a defect in the setting.

7.3.12.2. WHAT IS NOT COVERED

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

7.3.12.2.1.1. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.

7.3.13. <u>For Watches:</u>

7.3.13.1. WHAT IS COVERED

7.3.13.1.1. STANDARD PLANS also cover:

7.3.13.1.1.1. Battery replacement
7.3.13.1.1.2. Replacement for loss of stones from bezel up to a maximum of 0.10 carat.
7.3.13.1.1.3. Mechanical failure of watches
7.3.13.1.1.4. Breakage of stem or band, case and crystal.

7.3.13.2. WHAT IS NOT COVERED

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

7.3.13.2.1.1. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.

7.3.14. <u>For Lawn, Garden & Tools:</u>

7.3.14.1. WHAT IS COVERED

7.3.14.1.1. STANDARD PLANS also cover:

7.3.14.1.1.1. 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.
7.3.14.1.1.2. 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.

7.3.14.2. WHAT IS NOT COVERED

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

7.3.14.2.2. Normal wear and tear;
7.3.14.2.3. Tune-ups;
7.3.14.2.4. Damage caused by neglect;
7.3.14.2.5. Improper operation;
7.3.14.2.6. Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;
7.3.14.2.7. Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;
7.3.14.2.8. Alteration or removal of parts;
7.3.14.2.9. Water entering engine cylinder(s) through exhaust system or carburetor(s);
7.3.14.2.10. Spark plugs;
7.3.14.2.11. Brake pads or lining;
7.3.14.2.12. Hoses;
7.3.14.2.13. Hose clamps;
7.3.14.2.14. Belts;
7.3.14.2.15. Batteries;
7.3.14.2.16. Shock absorbers;
7.3.14.2.17. Tires;
7.3.14.2.18. Cutting blades;
7.3.14.2.19. Gauge wheels;
7.3.14.2.20. Wheel balancing;
7.3.14.2.21. Alignments;
7.3.14.2.22. Cleaning of fuel and coolant systems;
7.3.14.2.23. Removal of carbon, varnish, sludge, or contaminants;
7.3.14.2.24. Necessary fuel and ignition system calibrations and adjustments;
7.3.14.2.25. Repair caused by normal product vibration;
7.3.14.2.26. Routine maintenance;
7.3.14.2.27. Fuses;
7.3.14.2.28. Filters;
7.3.14.2.29. Consumables;
7.3.14.2.30. Bulbs;
7.3.14.2.31. Exterior power cords;
7.3.14.2.32. Cosmetic adjustment or replacement;
7.3.14.2.33. Shell separating or cracking;
7.3.14.2.34. Paint changes;
7.3.14.2.35. Corrosion;
7.3.14.2.36. Rust;
7.3.14.2.37. Repair for grinding of valves to increase compression;
7.3.14.2.38. Oil consumption;

7.3.14.2.39. Stuck rings;
7.3.14.2.40. Shipping or freight;
7.3.14.2.41. Burned valves;
7.3.14.2.42. Tuliped valves;
7.3.14.2.43. Adhesives;
7.3.14.2.44. Shop supplies;
7.3.14.2.45. Road service calls;
7.3.14.2.46. Environmental charges;
7.3.14.2.47. Miscellaneous charges;
7.3.14.2.48. Internal or external corrosion, electrolysis, salt or any other environmental condition;
7.3.14.2.49. Inadequate or improper storage/lay up;
7.3.14.2.50. Loss or damage to optional equipment.

7.3.15. **For Lawn & Garden Accessories:**

7.3.15.1. STANDARD PLANS also cover:

7.3.15.1.1. 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.

7.3.15.1.2. 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.

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

7.3.16. **For Fitness Equipment:**

7.3.16.1. WHAT IS COVERED

7.3.16.1.1. STANDARD PLANS also cover:

7.3.16.1.1.1. Repair and replacement of functional factory-installed belts, including treadmill walking belts and rollers, required for the performance of the **Covered Product**.

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

7.3.16.2. WHAT IS NOT COVERED

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

7.3.16.2.1.1. Failure of non-operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls;

7.3.16.2.1.2. Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and

7.3.16.2.1.3. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

7.3.17. **For Sporting Goods:**

7.3.17.1. WHAT IS COVERED

7.3.17.1.1. STANDARD PLANS also cover:

7.3.17.1.1.1. 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.

7.3.17.1.1.2. 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.

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

7.3.17.2. WHAT IS NOT COVERED

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

7.3.17.2.1.1. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

7.3.18. <u>For Optical:</u>

7.3.18.1. STANDARD PLANS also cover:

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

7.3.18.1.2. **Coverage** is provided for frame warping or bending, breakdowns caused by defective loose components or missing parts, such as lenses;

7.3.18.1.3. For smart glasses, we will repair or replace the **Covered Product** when required due to a breakdown. Non-original parts may be used for repair of the product if the manufacturer's parts are unavailable. At **Our** sole discretion, **We** may require that **You** return the covered product to us as a condition of receiving a replacement product.

7.3.18.2. **ADH PLANS** cover Cracked or scratched lenses due to an accident; cracked frames due to an accident; and damage as outlined in the "Premium Plans" section of this **Agreement**.

7.3.19. <u>For Home Goods:</u>

7.3.19.1. STANDARD PLANS also cover:

7.3.19.1.1. 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.

7.3.19.1.2. 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.

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

7.3.19.3. **STAIN PLANS**, if selected, also cover:

7.3.19.3.1. All stain types.

7.3.20. **For Bed & Bath:**

7.3.20.1. **STANDARD PLANS also cover:**

7.3.20.1.1. 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.

7.3.20.1.2. 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).

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

7.3.20.3. **STAIN PLANS**, if selected, also cover:

7.3.20.3.1. All stain types.

7.3.21. **For Apparel:**

7.3.21.1. **STANDARD PLANS also cover:**

7.3.21.1.1. Rips or tears;

7.3.21.1.2. Seam separation;

7.3.21.1.3. Broken zippers;

7.3.21.1.4. Minor burn or heat marks up to one inch in length

7.3.21.2. **STAIN PLANS**, if selected, also cover:

7.3.21.2.1. All stain types.

7.3.22. **For Plumbing & Electrical:**

7.3.22.1. **STANDARD PLANS also cover:**

7.3.22.1.1. 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.

7.3.22.1.2. 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.

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

7.3.22.2.1. **Correction of, or reimbursement for, any repairs made by You or anyone You hire, unless previously approved by Mulberry;**

7.3.22.2.2. **Assessing, remediating or abating mold or notifying You of any mold that may be present in Your home;**

7.3.22.2.3. **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;**

7.3.22.2.4. 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;

7.3.22.2.5. Non-conforming drain lines (i.e. drain lines not directly connected to the public sewer system or Your septic tank);

7.3.22.2.6. Appliances, fittings, or fixtures, pressure reducing valves, or backflow prevention devices, pumps, or grinders;

7.3.22.2.7. Water supply and drainage systems that are frozen; thawing of frozen pipes

7.3.22.2.8. 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;

7.3.22.2.9. Repairs to any line that branches off the main line, such as lines for sprinklers, pools, hot tubs, and/or other outdoor systems;

7.3.22.2.10. 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;

7.3.22.2.11. Repairs to damage arising from the disconnection or interruption to the main electrical supply; transformers

7.3.22.2.12. 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

7.3.23. **For Auto Parts:**

7.3.23.1. WHAT IS COVERED

7.3.23.1.1. STANDARD PLANS also cover:

7.3.23.1.1.1. 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.

7.3.24. **For Tire & Wheel**

7.3.24.1. TIRE REPAIR OR REPLACEMENT: We agree to repair, replace or, at **Our** sole discretion, reimburse **You** for the cost of a replacement of the **Covered Product** which during the term of this Plan becomes Unserviceable due to a Road Hazard covered under this Plan. All other damage, including cosmetic damage that does not result in the **Covered Product** becoming Unserviceable, is excluded. Any tire which requires replacement MUST BE AUTHORIZED BY US and photographic evidence must be provided to US during the claims process for inspection PRIOR to an approved replacement. Replacement will be made with a tire of like kind and quality to the original

tire. **We** may use remanufactured or used replacement parts. This coverage is valid through the tread life of a tire (3/32" or less is excluded). In cases where replacement is not possible, **You** will be paid the Purchase Price of **Your Covered Product**, excluding sales tax, delivery, and handling.

7.3.24.2. **WHEEL REPAIR OR REPLACEMENT: We** agree to repair, replace or, at **Our** sole discretion, reimburse **You** for the cost of a replacement of the **Covered Product** which during the term of this Plan becomes Unserviceable due to a Road Hazard covered under this Plan. All other damage, including cosmetic damage that does not result in the **Covered Product** becoming Unserviceable, is excluded. Any wheel which requires replacement MUST BE AUTHORIZED BY US and photographic evidence must be provided to US during the claims process for inspection PRIOR to replacement. Replacement will be made with a wheel of like kind and quality to the original wheel. **We** may use remanufactured or used replacement parts. In cases where replacement is not possible, **You** will be paid the Purchase Price of **Your Covered Product**, excluding sales tax, delivery, and handling.

Note: If the damaged tire or wheel is part of a Set, We will not replace or reimburse You for the cost of undamaged components of the Set.

7.3.24.3. WHAT IS NOT COVERED

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

7.3.24.3.1.1. Covered Product damaged by abnormal use, misuse, neglect, accident, alteration, modification, or "tampering with";

7.3.24.3.1.2. 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;

7.3.24.3.1.3. Any damage that occurs outside the continental United States of America, Alaska, Hawaii or Canada;

7.3.24.3.1.4. Any cost other than the cost of the qualifying Covered Product;

7.3.24.3.1.5. Incidental or consequential damages even if caused by the failure of the Covered Product;

7.3.24.3.1.6. More than one replacement of the same Covered Part.

7.3.24.3.2. For Automotive / Marine / Powersport Batteries:

7.3.24.3.2.1. Used or pre-owned products;

7.3.24.3.2.2. Improper installation or attachments;

7.3.24.3.2.3. Batteries that are merely discharged;

7.3.24.3.2.4. Batteries used in vehicles for commercial use or in trucks over 1 ton;

7.3.24.3.2.5. 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;

7.3.24.3.2.6. "No problem found" diagnosis;

7.3.24.3.2.7. Normal wear and tear;

7.3.24.3.2.8. Tune-ups;

7.3.24.3.2.9. Damage caused by neglect;

7.3.24.3.2.10. Improper operation;

7.3.24.3.2.11. Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;

7.3.24.3.2.12. Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;

7.3.24.3.2.13. Alteration or removal of parts;

7.3.24.3.2.14. Water entering engine cylinder(s) through exhaust system or carburetor(s);

7.3.24.3.2.15. Spark plugs;

7.3.24.3.2.16. Brake pads or lining;

7.3.24.3.2.17. Hoses;

7.3.24.3.2.18. Hose clamps;

7.3.24.3.2.19. Belts;

7.3.24.3.2.20. Shock absorbers;

7.3.24.3.2.21. Tires;

7.3.24.3.2.22. Cutting blades;

7.3.24.3.2.23. Gauge wheels;

7.3.24.3.2.24. Wheel balancing;

7.3.24.3.2.25. Alignments;

7.3.24.3.2.26. Cleaning of fuel and coolant systems;

7.3.24.3.2.27. Removal of carbon, varnish, sludge, or contaminants;

7.3.24.3.2.28. Necessary fuel and ignition system calibrations and adjustments;

7.3.24.3.2.29. Repair caused by normal product vibration;

7.3.24.3.2.30. Routine maintenance;

7.3.24.3.2.31. Fuses;

7.3.24.3.2.32. Filters;

7.3.24.3.2.33. Consumables;

7.3.24.3.2.34. Bulbs;

7.3.24.3.2.35. Exterior power cords;

7.3.24.3.2.36. Cosmetic adjustment or replacement;

7.3.24.3.2.37. Shell separating or cracking;

7.3.24.3.2.38. Paint changes;

7.3.24.3.2.39. Corrosion;

7.3.24.3.2.40. Rust;

7.3.24.3.2.41. **Repair for grinding of valves to increase compression;**
7.3.24.3.2.42. **oil consumption;**
7.3.24.3.2.43. **Stuck rings;**
7.3.24.3.2.44. **Shipping or freight;**
7.3.24.3.2.45. **Burned valves;**
7.3.24.3.2.46. **Tuliped valves;**
7.3.24.3.2.47. **Adhesives;**
7.3.24.3.2.48. **Shop supplies;**
7.3.24.3.2.49. **Road service calls;**
7.3.24.3.2.50. **Environmental charges;**
7.3.24.3.2.51. **Miscellaneous charges;**
7.3.24.3.2.52. **Internal or external corrosion, electrolysis, salt or any other environmental condition;**
7.3.24.3.2.53. **Inadequate or improper storage/lay up;**
7.3.24.3.2.54. **Loss or damage to optional equipment.**

7.3.24.3.3. For Tire & Wheel - What is Not Covered

7.3.24.3.3.1. **GENERAL EXCLUSIONS: This Plan DOES NOT COVER OR PAY FOR:**

7.3.24.3.3.1.1. **Consequential loss or damage whatsoever, including loss, damage, or injury to person(s) or property, delay in rendering service under this Plan, or loss of use during the period You are awaiting a replacement covered by this Plan,**
7.3.24.3.3.1.2. **Damage while renting Your vehicle to someone else,**
7.3.24.3.3.1.3. **Damage while Your vehicle is being used for Commercial Use unless the option was selected and an additional charge applied,**
7.3.24.3.3.1.4. **Damage while Your vehicle is being used for snow plowing, competition, or speed events,**
7.3.24.3.3.1.5. **Fraudulent representations to obtain this Agreement or when presenting a request for Replacement under this Agreement,**
7.3.24.3.3.1.6. **Damage that occurs outside the continental United States of America, Alaska, Hawaii, or Canada,**
7.3.24.3.3.1.7. **Shop supplies, cost of filling tires with nitrogen, or wheel locks,**
7.3.24.3.3.1.8. **Damage from not meeting the vehicle manufacturer's specifications regarding installation or alignment,**
7.3.24.3.3.1.9. **Damage to the Tire Pressure Monitoring System (TPMS), Cost of required maintenance of the Covered Product,**
7.3.24.3.3.1.10. **Damage that occurs during servicing,**

7.3.24.3.3.1.11. **Damage to Covered Products mounted on a vehicle with modifications that do not comply with the vehicle manufacturer's specifications, including if a replacement tire's tread depth will make other tires tread depth in non-conformance with manufacturer guidelines wherein other tires are not eligible for coverage,**

7.3.24.3.3.1.12. **Replacement of undamaged tires and/or wheels that are part of a Set,**

7.3.24.3.3.1.13. **Any pre-existing conditions.**

7.3.24.3.3.2. **ADDITIONAL TIRE AND WHEEL REPAIR OR REPLACEMENT EXCLUSIONS: The following are not covered:**

7.3.24.3.3.2.1. **Damage from off-road use, racing, collision or accident with another vehicle or fixed object, misuse, abuse, lack of proper maintenance, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, or fire,**

7.3.24.3.3.2.2. **Damage caused by fire, smoke, flood, other natural disaster, or act of God, theft, vandalism, or as a result of any other illegal activity,**

7.3.24.3.3.2.3. **Damage caused by driving on tires that are improperly inflated according to the manufacturer's recommended tire pressure,**

7.3.24.3.3.2.4. **Damage caused by being improperly mounted or balanced,**

7.3.24.3.3.2.5. **Damage or excessive wear caused by improper steering alignment,**

7.3.24.3.3.2.6. **Tires (and attached wheels) with tread depth of 3/32" or less at the lowest point on the tire at time of damage,**

7.3.24.3.3.2.7. **Damage caused by the installation, removal, or use of chains,**

7.3.24.3.3.2.8. **Damage caused as a result of a modification or conversion made to the Covered Product or the vehicle that is not approved by the original manufacturer of the Covered Product or the vehicle,**

7.3.24.3.3.2.9. **Damage that is covered by any other agreement, including warranties issued by the manufacturer or coverage under an existing insurance policy, or RoadSide assistance company,**

7.3.24.3.3.2.10. **Damage that is the result of a manufacturer defect,**

7.3.24.3.3.2.11. **Replacement wherein the manufacturer, by public announcement of a recall, established its**

responsibility to replace tires and/or wheels,

7.3.24.3.3.2.12. **Tire and/or wheel replacement that is not preauthorized by Us, unless otherwise permitted under this Plan,**

7.3.24.3.3.2.13. **Cost of mounting, balancing, new valve stems, or other related costs,**

7.3.24.3.3.2.14. **Loss that is not reported to Us within fifteen (15) days from the date the damage occurs,**

7.3.24.3.3.2.15. **Damage to the Covered Product from contact with the frame, body, or suspension of the vehicle,**

7.3.24.3.3.2.16. **Damage that is considered cosmetic (i.e., scuffs, scratches, discoloration),**

7.3.24.3.3.2.17. **Retreaded, regrooved or recapped tires,**

7.3.24.3.3.2.18. **Racing tires (including attached wheels),**

7.3.24.3.3.2.19. **Tires and/or wheels that fail to meet manufacturer's specifications,**

7.3.24.3.3.2.20. **Tires (including attached wheels) with 3/32" of an inch tread depth or less,**

7.3.24.3.3.2.21. **Wheel locks (including inconvenience caused by wheel locks), hubcaps, center caps, and wheel covers.**

7.3.25. **For Musical Instruments:**

7.3.25.1. **STANDARD PLANS also cover:**

7.3.25.1.1. 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.

7.3.25.1.2. 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.

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

7.3.26. **For General Merchandise:**

7.3.26.1. **STANDARD PLANS also cover:**

7.3.26.1.1. 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.

7.3.26.1.2. 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.

7.3.26.2. **STAIN PLANS**, if selected, also cover:

7.3.26.2.1. 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.

8. Conditions

8.1. **Renewal:** Renewal of **Your** plan will be at **Mulberry's** discretion. Note, not all products are eligible for renewal.

8.2. **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.

8.3. **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.

8.4. **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.

8.5. **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.**

8.6. 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.

8.7. **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**.

8.8. **Lender's Single Interest**: In the event **Your** Covered Product is a leased or rent to own product, the lender of record has the right to the benefits of this **Agreement**. **You** promise to

cooperate with **Mulberry** in coordinating services under this **Agreement** with **Your** lessor or other financial institution.

8.9. **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.

9. Legal Disclosures

9.1. BINDING ARBITRATION AND CLASS ACTION WAIVER:

9.1.1. 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").

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

9.1.3. 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**.

9.1.4. 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.

9.1.5. 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.

9.1.6. 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

10.1. **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.

10.2. **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, 602-364-3100**]**. Exclusions listed in the **Agreement** apply once the **Covered Product** is owned by **You**.

10.3. **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.

10.4. **California: Section 6.3.1 is replaced with the following:** ***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.***

I agree to continuous, the month-to-month payments until cancelled either by me or the Provider.

CANCELLATION section is amended as follows: 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 at Mulberry Shield, Inc., 228 Park Ave S PMB 697574, New York, NY 10003, 917-994-6394, help@getmulberry.com or login to Your dashboard at https://explore.getmulberry.com/login. ☐ ***Initial Here***

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.

10.5. **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.

10.6. **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.

10.7. **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**.

10.8. **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.

10.9. **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.

10.10. **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**.

10.11. **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**.

10.12. **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.

10.13. **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**.

10.14. **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**.

10.15. **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.

10.16. **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**.

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

10.18. **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**.

10.19. **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 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.

10.20. **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.

10.21. **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**.

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

10.23. **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**.

10.24. **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**.

10.25. **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.**

10.26. **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.

10.27. **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**.

10.28. **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**.

10.29. **Utah: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.** 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.

10.30. **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.

10.31. **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.

10.32. **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

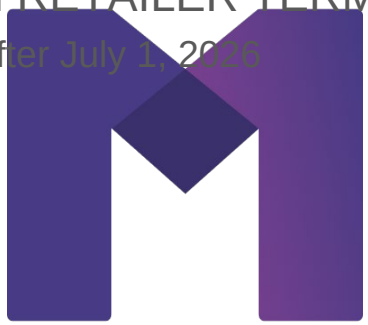
claim directly with the Insurer for reimbursement, payment, or provision of the service. If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any). However, 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.

10.33. **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.

Mulberry Protection Plan

LEXINGTON RETAILER TERMS & CONDITIONS

for plans sold after July 1, 2026



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? 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 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
Pet Damage: Yes
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., 228 Park Ave S PMB 697574, New York, New York 10003, 917-994-6394, except in the State of 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. **"Limit of Liability*"**: The maximum total benefit payable for a single **Covered Product.** It equals the product's original purchase price, as shown

on your proof of purchase, exclusive of shipping, delivery, installation, disposal, taxes, and any other ancillary charges. *If purchased and indicated in Section 1. **Your Agreement** Information, selected premium plans do not have a **Limit of Liability**.

2.7. **"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**.

2.8. **"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. Gradual wear and tear — even if accelerated or "unusual" — must directly cause a measurable mechanical failure to be considered. 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**.

2.9. **"Accidental Damage from Handling"**: Physical damage to the **Covered Product** resulting from a single, sudden, unintentional, and identifiable event occurring during ordinary, stationary use. **Excludes accumulated or progressive damage from continual or multiple events.** For a complete list of coverage criteria and exclusions for **Accidental Damage**, see Section 2.3 (Category-Specific Coverage Criteria) and Section 7(b) (Exclusions).

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, and take reasonable steps to prevent foreseeable damage.

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**.

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. **Damage that occurred prior to the plan purchase date is not covered.**

4.4. **If You or any third-party service attempts to clean, repair, or alter the Product before We authorize service, and that action obscures, worsens, or prevents accurate assessment of the original damage, the claim is excluded.**

4.5. **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.

4.6. 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**.

4.7. 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.

4.8. **You** must timely provide photographs, serial numbers, proof of purchase, incident narratives, inspection reports, or other documentation reasonably requested. Failure to supply requested materials may result in claim denial.

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**.

6. Payment Frequency

6.1. Single-Payment Plans:

6.1.1. 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.

6.2. Monthly-Paid Plans:

6.2.1. 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.

6.3. Continuous Monthly Plans:

6.3.1. 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

7.1. ALL PLANS:

7.1.1. WHAT IS COVERED

7.1.1.1. 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**.

7.1.1.2. 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.

7.1.1.3. 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**.

7.1.1.4. 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**.

7.1.1.5. 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.

7.1.1.6. 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 **Mulberry**.

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

7.1.2. WHAT IS NOT COVERED (ALL PLANS)

7.1.2.1. 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):

7.1.2.1.1. Products without a manufacturer's warranty or retailer return policy of at least 30-days;

7.1.2.1.2. **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;**

7.1.2.1.3. **Failures first occurring during any manufacturer or retailer warranty period remain the responsibility of that warranty provider.**

7.1.2.1.4. **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;**

7.1.2.1.5. **Cleaning; periodic checkups; preventive maintenance excluding items eligible under Maintenance Reimbursement;**

7.1.2.1.6. **If an authorized service center or technician determines that the reported condition is excluded under the terms of this contract, or no mechanical fault is found, the claim may be denied and no further action will be taken for that claim under this contract.**

7.1.2.1.7. **Any and all pre-existing conditions that occur prior to the effective date of this Agreement;**

7.1.2.1.8. **Any product sold "as is", including but not limited to floor models, demonstrations models, etc., unless the used add-on plan is purchased;**

7.1.2.1.9. **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.;**

7.1.2.1.10. **Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.**

7.1.2.1.11. **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;

7.1.2.1.12. **External causes of any kind, including third party actions; fire; theft; insects; animals; mold, infestations, exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; fortuitous events, acts of God or consequential loss of any nature;**

7.1.2.1.13. **Damage caused by commercial third-party actions is excluded;**

7.1.2.1.14. **Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;**

7.1.2.1.15. **Losses arising after you, a service provider, or any third-party attempts to clean, repair, modify, or otherwise remediate damage prior to acceptance or authorization of the claim or service are excluded if those actions worsen the condition, conceal the original damage, or prevent accurate assessment of the claim;**

7.1.2.1.16. **Incidental, consequential or secondary damages;**

7.1.2.1.17. **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;**

7.1.2.1.18. **Any product used in a commercial setting or rental basis unless You purchased a Commercial plan;**

7.1.2.1.19. **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;**

7.1.2.1.20. **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";**

7.1.2.1.21. **Unauthorized repairs and/or parts;**

7.1.2.1.22. **Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein;**

7.1.2.1.23. **Accessories used in conjunction with a Covered Product including remote controls, unless otherwise indicated in "What is Covered";**

7.1.2.1.24. **Product consumables, non-operational components, add-on accessories, or any other parts or materials that are designed to be consumed during the life of the product. This includes, but is not limited to, batteries, light bulbs, filters, cartridges, belts, cleaning discs, and other expendable or single-use components.**

7.1.2.1.25. **Any other loss or damage other than a covered failure;**

7.1.2.1.26. **Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this Agreement;**

7.1.2.1.27. **Any loss arising from intentional, willful, reckless, or negligent acts—including but not limited to deliberate misuse, failure to take reasonable preventative measures, or failure to maintain the Product in accordance with manufacturer instructions;**

7.1.2.1.28. **Any failure or condition that results from abnormal usage of the Covered Product;**

7.1.2.1.29. **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;**

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

7.1.2.1.31. **With the exception of Consumer Electronics products, Coverage applies only while the Covered Product is stationary and in ordinary, intended residential (or approved commercial) use. Any damage arising while the Product is being moved, relocated, assembled, installed, transported, stored, or otherwise used outside its ordinary setting or purpose is excluded.**

7.1.2.1.32. Cosmetic damage and/or other damage that does not affect the unit's functionality.

7.1.2.1.33. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product.

7.1.2.1.34. This is a contract of indemnity and in the event that the damage is inconsequential, We reserve the right to close a claim with no further action when remediation is impossible, disproportionate to the value of the Product, or would exceed the Limit of Liability or result in over-indemnification.

7.2. PREMIUM PLANS (inclusive of "ALL PLANS" coverage):

7.2.1. <u>ACCIDENTAL DAMAGE IN HANDLING ("ADH"):</u>

7.2.1.1. 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.** "**Accidental Damage**" is defined as physical damage caused by a single, isolated, unexpected, and unintentional incident. Coverage is contingent on the claimant providing a verifiable cause of loss with details and circumstances of the incident. **Damage arising from cumulative, repetitive, or progressive impacts, wear patterns, or related occurrences that collectively result in deterioration is expressly excluded.** Covered events must occur while the **Product** is under **Your** direct care, custody, or control (including that of your immediate household members or guests or an authorized transferee). **Any incident occurring while the Product is under the care,**

custody, or control of any other party is excluded. If needed, the replacement value of the **Covered Product** will be solely determined by **Mulberry. We** will determine the appropriate remedy (cleaning, repair, part-replacement, full replacement, or settlement) after evaluating the severity, location, and effect of the damage.

7.2.2. <u>COMMERCIAL:</u>

7.2.2.1. 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.

7.2.3. <u>BATTERY:</u>

7.2.3.1. 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. **Diminished battery capacity, range reduction, or lower efficiency that occurs with regular use is not covered.** Coverage only applies with complete **Breakdown**, such as a failure of battery to hold a charge. We reserve the right to fulfill battery-related claims using new, refurbished, or third-party components that restore functional operability. This may include batteries of like kind, similar quality, or equivalent performance characteristics.

7.2.4. <u>USED PRODUCT:</u>

7.2.4.1. 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).

7.2.5. PET DAMAGE:

7.2.5.1. 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.

7.2.5.2. **Coverage** applies only if indicated in **Section 1** of this **Agreement**.

7.2.5.3. When purchased, we will authorize one claim during the life of the **Agreement** for pet-related damage as specified by the elected.

7.2.6. STAINS:

7.2.6.1. 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.**

7.2.7. PRICE GUARANTEE:

7.2.7.1. 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.

7.2.8. RETURN GUARANTEE:

7.2.8.1. 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.

7.2.9. CASH BACK:

7.2.9.1. 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.

7.3. CATEGORY-SPECIFIC PLANS:

7.3.1. <u>For Electronics</u>

7.3.1.1. WHAT IS COVERED

7.3.1.1.1. STANDARD PLANS also cover:

7.3.1.1.1.1. 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.

7.3.1.1.1.2. 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.

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

7.3.1.1.3. **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**.

7.3.1.1.4. For Drones, Coverage is for mechanical breakdown or parts replacement only as a result of a covered event.

7.3.1.2. WHAT IS NOT COVERED

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

7.3.1.2.1.1. 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;

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

7.3.1.2.1.3. 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;

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

7.3.1.2.1.5. For Computers and Peripheral Equipment:

7.3.1.2.1.5.1. Overheating caused by accumulation of dust, vermin or fan blockage; misuse and abuse;

7.3.1.2.1.5.2. Any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges;

7.3.1.2.1.5.3. 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;

7.3.1.2.1.5.4. Corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; and

7.3.1.2.1.5.5. Toner and ink cartridges;

7.3.1.2.1.5.6. Cables.

7.3.1.2.1.6. For Drones

7.3.1.2.1.6.1. Replacement of the Drone is only covered in the event that the drone is available for diagnosis;

7.3.1.2.1.6.2. Loss or damage to drones caused by Your failure to use reasonable care,

including but not limited to, Your failure to take proper pre-flight checkup measures (such as not reading instructions of flying tutorials) and properly charge or secure battery before use, flying past the line of sight, flying indoors, intentional crashes, reckless flying, and, racing;

7.3.1.2.1.6.3. Drone flying in weather conditions likely to cause crash (high winds, rain, snow, natural disasters, etc.;

7.3.1.2.1.6.4. Drone flyaway, lost drones;

7.3.2. <u>For Video/Audio Equipment:</u>

7.3.2.1. STANDARD PLANS also cover:

7.3.2.1.1. 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.

7.3.2.1.2. 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.

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

7.3.3. <u>For Appliances:</u>

7.3.3.1. WHAT IS COVERED

7.3.3.1.1. STANDARD PLANS also cover:

7.3.3.1.1.1. 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.

7.3.3.1.1.2. 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.

7.3.3.1.1.3. 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).

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

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

7.3.3.2. WHAT IS NOT COVERED

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

7.3.3.2.1.1. 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;

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

7.3.3.2.1.3. 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;

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

7.3.3.2.1.5. Use inconsistent with published user, operator or installation instructions.

7.3.3.2.1.6. In-home instruction on how to use your product.

7.3.3.2.1.7. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product.

7.3.3.2.1.8. Any failure or damage caused by neglecting routine maintenance or cleaning required by the manufacturer (e.g., filter replacement, coil cleaning, descaling, vent or drain clearing).

7.3.3.2.1.9. External causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; fortuitous events, acts of God or consequential loss of any nature;

7.3.4. <u>For Outdoor Appliances:</u>

7.3.4.1. STANDARD PLANS also cover:

7.3.4.1.1. 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.

7.3.4.1.2. 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.

7.3.4.1.3. 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).

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

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

7.3.4.2. WHAT IS NOT COVERED

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

7.3.4.2.1.1. 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;

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

7.3.4.2.1.3. 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;

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

7.3.4.2.1.5. Use inconsistent with published user, operator or installation instructions.

7.3.4.2.1.6. In-home instruction on how to use your product.

7.3.4.2.1.7. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product.

7.3.4.2.1.8. Any failure or damage caused by neglecting routine maintenance or cleaning required by the manufacturer (e.g., filter replacement, coil cleaning, descaling, vent or drain clearing).

7.3.4.2.1.9. External causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; fortuitous events, acts of God or consequential loss of any nature;

7.3.5. <u>For E-bikes, Bikes & Scooters (& Parts):</u>

7.3.5.1. WHAT IS COVERED

7.3.5.1.1. STANDARD PLANS also cover:

7.3.5.1.1.1. 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.

7.3.5.1.1.2. 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.

7.3.5.2. WHAT IS NOT COVERED

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

7.3.5.2.1.1. Batteries

7.3.5.2.1.2. Non-operating, cosmetic or external parts

7.3.5.2.1.3. Tires, tubes, any inflatable parts

7.3.5.2.1.4. Road-licensed products

7.3.5.2.1.5. Damage caused by a bike crash while riding;

7.3.5.2.1.6. Damage caused by collision with another object (ie, car runs over bike in driveway);

7.3.5.2.1.7. Cracks or damage to frames under any circumstances;

7.3.5.2.1.8. Willful abuse & neglect; and

7.3.5.2.1.9. Rust or corrosion.

7.3.6. <u>For Lighting:</u>

7.3.6.1. STANDARD PLANS also cover:

7.3.6.1.1. 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.

7.3.6.1.2. 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.

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

7.3.7. <u>For Rugs:</u>

7.3.7.1. WHAT IS COVERED

7.3.7.1.1. 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):

7.3.7.1.1.1. Rips or tears

7.3.7.1.1.2. Seam separation

7.3.7.1.1.3. Stains resulting from beverages and food.

7.3.7.2. WHAT IS NOT COVERED

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

7.3.7.2.1.1. Damage from pets, unless the pet damage add-on plan is purchased;

7.3.7.2.1.2. Burns and heat marks longer than one inch in length;

7.3.7.2.1.3. Stains caused by the delivery of the Covered Product;

7.3.7.2.1.4. Stains of unknown origin;

7.3.7.2.1.5. 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;

7.3.7.2.1.6. 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;

7.3.7.2.1.7. Rugs located in screened rooms where the rug may be directly or indirectly exposed to the elements.

7.3.8. <u>For Indoor Furniture:</u>

7.3.8.1. WHAT IS COVERED

7.3.8.1.1. 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):

7.3.8.1.1.1. All stain types;

7.3.8.1.1.2. Nail polish remover damage;

7.3.8.1.1.3. Burns and heat marks that are not caused by a fire;

7.3.8.1.1.4. Punctures, cuts, tears, or rips;

7.3.8.1.1.5. Seam separation;

7.3.8.1.1.6. Broken zippers or buttons;

7.3.8.1.1.7. 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;

7.3.8.1.1.8. Failure of integral electrical components;

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

7.3.8.1.1.10. Liquid marks and rings;

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

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

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

7.3.8.1.1.14. Loss of silvering on mirrors;

7.3.8.1.1.15. Warping;

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

7.3.8.1.1.17. Pet damage - single incident only - if indicated in **Section 1** of this **Agreement**.

7.3.8.2. WHAT IS NOT COVERED

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

7.3.8.2.1.1. Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan;

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

7.3.8.2.1.3. 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;

7.3.8.2.1.4. **Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.**

7.3.8.2.1.5. **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;**

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

7.3.8.2.1.7. **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;**

7.3.8.2.1.8. **Coverage applies only while the Covered Product is stationary and in ordinary, intended residential (or approved commercial) use. Any damage arising while the Product is being moved, relocated, assembled, installed, transported, stored, or otherwise used outside its ordinary setting or purpose is excluded.;**

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

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

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

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

7.3.8.2.1.13. Failure to follow all manufacturer maintenance, storage, and operating instructions—proof of compliance (receipts, service records, photos) may be required. Claims arising from non-compliance are excluded.

7.3.8.2.1.14. Failure to take reasonable precautions to prevent further damage upon discovering any issue (e.g., discontinue use, isolate leaks, stop power) may void coverage.

7.3.9. <u>For Outdoor Furniture:</u>

7.3.9.1. WHAT IS COVERED

7.3.9.1.1. 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):

7.3.9.1.1.1. All stain types;

7.3.9.1.1.2. Punctures, cuts, tears, or rips;

7.3.9.1.1.3. Seam separation;

7.3.9.1.1.4. Burns & heat marks that are not caused by a fire;

7.3.9.1.1.5. Broken handles & hinges;

7.3.9.1.1.6. Liquid marks & rings;

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

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

7.3.9.1.1.9. Loss of silvering on mirrors;

7.3.9.1.1.10. Broken swivel, rocking & height-adjustment mechanisms;

7.3.9.1.1.11. Damaged umbrella ribs & arc mechanisms;

7.3.9.1.1.12. Damage to manufacturer-installed umbrella lighting;

7.3.9.1.1.13. Broken suspension straps on seating;

7.3.9.1.1.14. Broken welds;

7.3.9.1.1.15. Pet damage - single incident only - if indicated in **Section 1** of this **Agreement**.

7.3.9.2. WHAT IS NOT COVERED

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

7.3.9.2.1.1. Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan.

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

7.3.9.2.1.3. 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;

7.3.9.2.1.4. Damage, deterioration, discoloration, corrosion, fading, mold, mildew, rust, or other changes arising from weather, moisture, sunlight, temperature fluctuation, or any prolonged environmental exposure is excluded.

7.3.9.2.1.5. Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.

7.3.9.2.1.6. 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;

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

7.3.9.2.1.8. 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;

7.3.9.2.1.9. Coverage applies only while the Covered Product is stationary and in ordinary, intended residential (or approved commercial) use. Any damage arising while the Product is being moved, relocated, assembled, installed, transported, stored, or otherwise used outside its ordinary setting or purpose is excluded.

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

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

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

7.3.9.2.1.13. Failure to follow all manufacturer maintenance, storage, and operating instructions—proof of compliance (receipts, service records, photos) may be required. Claims arising from non-compliance are excluded.

7.3.9.2.1.14. Failure to take reasonable precautions to prevent further damage upon discovering any issue (e.g., discontinue use, isolate leaks, stop power) may void coverage.

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

7.3.10. <u>For Luggage & Bags:</u>

7.3.10.1. WHAT IS COVERED

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

7.3.10.1.1.1. Rips or tears;

7.3.10.1.1.2. Seam separation;

7.3.10.1.1.3. Broken zippers, wheels or handles;

7.3.10.1.1.4. Minor burn or heat marks up to one inch in length;

7.3.10.1.1.5. Stains resulting from beverages, food, human or pet bodily fluids (**excluding the elimination of odors**)

7.3.10.2. WHAT IS NOT COVERED

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

7.3.10.2.1.1. Damage from impact from or with a vehicle;

7.3.10.2.1.2. Damage caused by airlines and other transportation providers;

7.3.10.2.1.3. Burns and heat marks longer than one inch in length;

7.3.10.2.1.4. Stains caused by the delivery of the Covered Product; stains of unknown origin;

7.3.10.2.1.5. 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;

7.3.10.2.1.6. 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;

7.3.10.2.1.7. X- coded fabrics; non-colorfast materials;

7.3.10.2.1.8. Peeling, cracking or color loss on vinyl, leather or bi-cast leather products.

7.3.11. <u>For Mattresses:</u>

7.3.11.1. 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):

7.3.11.1.1. Stains resulting from beverages, food, human or pet bodily fluids (**excluding the elimination of odors**);

7.3.11.1.2. Structural **Breakdown**

7.3.12. <u>For Jewelry:</u>

7.3.12.1. WHAT IS COVERED

7.3.12.1.1. STANDARD PLANS also cover:

7.3.12.1.1.1. 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:

7.3.12.1.1.1.1. Broken, bent or worn prongs, clasps and hinges;

7.3.12.1.1.1.2. Knotted or broken links in necklaces and bracelets;

7.3.12.1.1.1.3. Broken or lost pins and earring posts;

7.3.12.1.1.1.4. Restringing of stretched pearl necklaces;

7.3.12.1.1.1.5. Re-shanking.

7.3.12.1.1.2. **STANDARD PLANS** also include the following services for the **Covered Product**:

7.3.12.1.1.2.1. Refinishing and polishing;

7.3.12.1.1.2.2. White gold rhodium plating;

7.3.12.1.1.2.3. Earring repair;

7.3.12.1.1.2.4. Chain soldering;

7.3.12.1.1.2.5. Resetting diamonds and gemstones;

7.3.12.1.1.2.6. Repair of chipped or cracked stones (including center stones);

7.3.12.1.1.2.7. Replacement for loss of diamond or gemstone center stones or side/enhancement stones up to a maximum of the limit of liability as stated in **Section 1** of this **Agreement,** due to a defect in the setting.

7.3.12.2. WHAT IS NOT COVERED

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

7.3.12.2.1.1. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.

7.3.13. <u>For Watches:</u>

7.3.13.1. WHAT IS COVERED

7.3.13.1.1. STANDARD PLANS also cover:

7.3.13.1.1.1. Battery replacement

7.3.13.1.1.2. Replacement for loss of stones from bezel up to a maximum of 0.10 carat.

7.3.13.1.1.3. Mechanical failure of watches

7.3.13.1.1.4. Breakage of stem or band, case and crystal.

7.3.13.2. WHAT IS NOT COVERED

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

7.3.13.2.1.1. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.

7.3.14. <u>For Lawn, Garden & Tools:</u>

7.3.14.1. WHAT IS COVERED

7.3.14.1.1. STANDARD PLANS also cover:

7.3.14.1.1.1. 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.

7.3.14.1.1.2. 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.

7.3.14.2. WHAT IS NOT COVERED

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

7.3.14.2.1.1. Normal wear and tear;

7.3.14.2.1.2. Tune-ups;

7.3.14.2.1.3. Damage caused by neglect;

7.3.14.2.1.4. Improper operation;

7.3.14.2.1.5. Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;

7.3.14.2.1.6. Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;

7.3.14.2.1.7. Alteration or removal of parts;

7.3.14.2.1.8. Water entering engine cylinder(s) through exhaust system or carburetor(s);

7.3.14.2.1.9. Spark plugs;

7.3.14.2.1.10. Brake pads or lining;

7.3.14.2.1.11. Hoses;

7.3.14.2.1.12. Hose clamps;
7.3.14.2.1.13. Belts;
7.3.14.2.1.14. Batteries;
7.3.14.2.1.15. Shock absorbers;
7.3.14.2.1.16. Tires;
7.3.14.2.1.17. Cutting blades;
7.3.14.2.1.18. Gauge wheels;
7.3.14.2.1.19. Wheel balancing;
7.3.14.2.1.20. Alignments;
7.3.14.2.1.21. Cleaning of fuel and coolant systems;
7.3.14.2.1.22. Removal of carbon, varnish, sludge, or contaminants;
7.3.14.2.1.23. Necessary fuel and ignition system calibrations and adjustments;
7.3.14.2.1.24. Repair caused by normal product vibration;
7.3.14.2.1.25. Routine maintenance;
7.3.14.2.1.26. Fuses;
7.3.14.2.1.27. Filters;
7.3.14.2.1.28. Consumables;
7.3.14.2.1.29. Bulbs;
7.3.14.2.1.30. Exterior power cords;
7.3.14.2.1.31. Cosmetic adjustment or replacement;
7.3.14.2.1.32. Shell separating or cracking;
7.3.14.2.1.33. Paint changes;
7.3.14.2.1.34. Corrosion;
7.3.14.2.1.35. Rust;
7.3.14.2.1.36. Repair for grinding of valves to increase compression;
7.3.14.2.1.37. Oil consumption;
7.3.14.2.1.38. Stuck rings;
7.3.14.2.1.39. Shipping or freight;
7.3.14.2.1.40. Burned valves;
7.3.14.2.1.41. Tuliped valves;
7.3.14.2.1.42. Adhesives;
7.3.14.2.1.43. Shop supplies;
7.3.14.2.1.44. Road service calls;
7.3.14.2.1.45. Environmental charges;
7.3.14.2.1.46. Miscellaneous charges;

7.3.14.2.1.47. Internal or external corrosion, electrolysis, salt or any other environmental condition;

7.3.14.2.1.48. Inadequate or improper storage/lay up;

7.3.14.2.1.49. Loss or damage to optional equipment.

7.3.15. <u>For Lawn & Garden Accessories:</u>

7.3.15.1. STANDARD PLANS also cover:

7.3.15.1.1. 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.

7.3.15.1.2. 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.

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

7.3.16. <u>For Fitness Equipment:</u>

7.3.16.1. WHAT IS COVERED

7.3.16.1.1. STANDARD PLANS also cover:

7.3.16.1.1.1. Repair and replacement of functional factory-installed belts, including treadmill walking belts and rollers, required for the performance of the **Covered Product**.

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

7.3.16.2. WHAT IS NOT COVERED

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

7.3.16.2.1.1. Failure of non-operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls;

7.3.16.2.1.2. Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and

7.3.16.2.1.3. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

7.3.17. <u>For Sporting Goods:</u>

7.3.17.1. WHAT IS COVERED

7.3.17.1.1. STANDARD PLANS also cover:

7.3.17.1.1.1. 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.

7.3.17.1.1.2. 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.

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

7.3.17.2. WHAT IS NOT COVERED

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

7.3.17.2.1.1. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

7.3.18. <u>For Optical:</u>

7.3.18.1. STANDARD PLANS also cover:

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

7.3.18.1.2. **Coverage** is provided for frame warping or bending, breakdowns caused by defective loose components or missing parts, such as lenses;

7.3.18.1.3. For smart glasses, we will repair or replace the **Covered Product** when required due to a breakdown. Non-original parts may be used for repair of the product if the manufacturer's parts are unavailable. At **Our** sole discretion, **We** may require that **You** return the covered product to us as a condition of receiving a replacement product.

7.3.18.2. ADH PLANS cover Cracked or scratched lenses due to an

accident; cracked frames due to an accident; and damage as outlined in the "Premium Plans" section of this **Agreement**.

7.3.19. <u>For Home Goods:</u>

7.3.19.1. STANDARD PLANS also cover:

7.3.19.1.1. 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.

7.3.19.1.2. 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.

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

7.3.19.3. STAIN PLANS, if purchased, also cover:

7.3.19.3.1. All stain types.

7.3.20. <u>For Bed & Bath:</u>

7.3.20.1. STANDARD PLANS also cover:

7.3.20.1.1. 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.

7.3.20.1.2. 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).

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

7.3.20.3. STAIN PLANS, if purchased, also cover:

7.3.20.3.1. All stain types.

7.3.21. <u>For Apparel:</u>

7.3.21.1. STANDARD PLANS also cover:

7.3.21.1.1. Rips or tears;

7.3.21.1.2. Seam separation;

7.3.21.1.3. Broken zippers;

7.3.21.1.4. Minor burn or heat marks up to one inch in length

7.3.21.2. STAIN PLANS, if purchased, also cover:

7.3.21.2.1. All stain types.

7.3.22. <u>For Plumbing & Electrical:</u>

7.3.22.1. STANDARD PLANS also cover:

7.3.22.1.1. 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.

7.3.22.1.2. 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.

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

7.3.22.2.1. Correction of, or reimbursement for, any repairs made by You or anyone You hire, unless previously approved by Mulberry;

7.3.22.2.2. Assessing, remediating or abating mold or notifying You of any mold that may be present in Your home;

7.3.22.2.3. 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;

7.3.22.2.4. 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;

7.3.22.2.5. Non-conforming drain lines (i.e. drain lines not directly connected to the public sewer system or Your septic tank);

7.3.22.2.6. Appliances, fittings, or fixtures, pressure reducing valves, or backflow prevention devices, pumps, or grinders;

7.3.22.2.7. Water supply and drainage systems that are frozen; thawing of frozen pipes

7.3.22.2.8. 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;

7.3.22.2.9. Repairs to any line that branches off the main line, such as lines for sprinklers, pools, hot tubs, and/or other outdoor systems;

7.3.22.2.10. 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;

7.3.22.2.11. Repairs to damage arising from the disconnection or interruption to the main electrical supply; transformers

7.3.22.2.12. 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

7.3.23. <u>For Auto Parts:</u>

7.3.23.1. WHAT IS COVERED

7.3.23.1.1. STANDARD PLANS also cover:

7.3.23.1.1.1. 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.

7.3.24. <u>For Tire & Wheel</u>

7.3.24.1. **TIRE REPAIR OR REPLACEMENT: We** agree to repair, replace or, at **Our** sole discretion, reimburse **You** for the cost of a replacement of the **Covered Product** which during the term of this **Plan** becomes **Unserviceable** due to a **Road Hazard** covered under this **Plan**. All other damage, including cosmetic damage that does not result in the **Covered Product** becoming **Unserviceable**, is excluded. Any tire which requires replacement **MUST BE AUTHORIZED BY US** and photographic evidence must be provided to **US** during the claims process for inspection **PRIOR** to an approved replacement. Replacement will be made with a tire of like kind and quality to the original tire. **We** may use remanufactured or used replacement parts. This coverage is valid through the tread life of a tire (**3/32" or less is excluded**). In cases where replacement is not possible, **You** will be paid the Purchase Price of **Your Covered Product,** excluding sales tax, delivery, and handling.

7.3.24.2. **WHEEL REPAIR OR REPLACEMENT: We** agree to repair, replace or, at **Our** sole discretion, reimburse **You** for the cost of a replacement of the **Covered Product** which during the term of this **Plan** becomes **Unserviceable** due to a **Road Hazard** covered under this **Plan**. **All other damage, including cosmetic damage that does not result in the Covered Product becoming Unserviceable, is excluded.** Any wheel which requires replacement **MUST BE AUTHORIZED BY US** and photographic evidence must be provided to **US** during the claims process for inspection **PRIOR** to replacement. Replacement will be made with a wheel of like kind and quality to the original wheel. **We** may use remanufactured or used replacement parts. In cases where replacement is not possible, **You** will be paid the **Purchase Price** of **Your Covered Product**, excluding sales tax, delivery, and handling.

Note: If the damaged tire or wheel is part of a Set, We will not replace or reimburse You for the cost of undamaged components of the Set.

7.3.24.3. WHAT IS NOT COVERED

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

7.3.24.3.1.1. Covered Product damaged by abnormal use, misuse, neglect, accident, alteration, modification, or "tampering with";

7.3.24.3.1.2. 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;

7.3.24.3.1.3. Any damage that occurs outside the continental United States of America, Alaska, Hawaii or Canada;

7.3.24.3.1.4. Any cost other than the cost of the qualifying Covered Product;

7.3.24.3.1.5. Incidental or consequential damages even if caused by the failure of the Covered Product;

7.3.24.3.1.6. More than one replacement of the same Covered Part.

7.3.24.3.2. For Automotive / Marine / Powersport Batteries:

7.3.24.3.2.1. Used or pre-owned products;

7.3.24.3.2.2. Improper installation or attachments;

7.3.24.3.2.3. Batteries that are merely discharged;

7.3.24.3.2.4. Batteries used in vehicles for commercial use or in trucks over 1 ton;

7.3.24.3.2.5. 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;

7.3.24.3.2.6. "No problem found" diagnosis;

7.3.24.3.2.7. Normal wear and tear;

7.3.24.3.2.8. **Tune-ups;**

7.3.24.3.2.9. **Damage caused by neglect;**

7.3.24.3.2.10. **Improper operation;**

7.3.24.3.2.11. **Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;**

7.3.24.3.2.12. **Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;**

7.3.24.3.2.13. **Alteration or removal of parts;**

7.3.24.3.2.14. **Water entering engine cylinder(s) through exhaust system or carburetor(s);**

7.3.24.3.2.15. **Spark plugs;**

7.3.24.3.2.16. **Brake pads or lining;**

7.3.24.3.2.17. **Hoses;**

7.3.24.3.2.18. **Hose clamps;**

7.3.24.3.2.19. **Belts;**

7.3.24.3.2.20. **Shock absorbers;**

7.3.24.3.2.21. **Tires;**

7.3.24.3.2.22. **Cutting blades;**

7.3.24.3.2.23. **Gauge wheels;**

7.3.24.3.2.24. **Wheel balancing;**

7.3.24.3.2.25. **Alignments;**

7.3.24.3.2.26. **Cleaning of fuel and coolant systems;**

7.3.24.3.2.27. **Removal of carbon, varnish, sludge, or contaminants;**

7.3.24.3.2.28. **Necessary fuel and ignition system calibrations and adjustments;**

7.3.24.3.2.29. **Repair caused by normal product vibration;**

7.3.24.3.2.30. **Routine maintenance;**

7.3.24.3.2.31. **Fuses;**

7.3.24.3.2.32. **Filters;**

7.3.24.3.2.33. **Consumables;**

7.3.24.3.2.34. **Bulbs;**

7.3.24.3.2.35. **Exterior power cords;**

7.3.24.3.2.36. **Cosmetic adjustment or replacement;**

7.3.24.3.2.37. **Shell separating or cracking;**

7.3.24.3.2.38. **Paint changes;**

7.3.24.3.2.39. Corrosion;
7.3.24.3.2.40. Rust;
7.3.24.3.2.41. Repair for grinding of valves to increase compression;
7.3.24.3.2.42. Oil consumption;
7.3.24.3.2.43. Stuck rings;
7.3.24.3.2.44. Shipping or freight;
7.3.24.3.2.45. Burned valves;
7.3.24.3.2.46. Tuliped valves;
7.3.24.3.2.47. Adhesives;
7.3.24.3.2.48. Shop supplies;
7.3.24.3.2.49. Road service calls;
7.3.24.3.2.50. Environmental charges;
7.3.24.3.2.51. Miscellaneous charges;
7.3.24.3.2.52. Internal or external corrosion, electrolysis, salt or any other environmental condition;
7.3.24.3.2.53. Inadequate or improper storage/lay up;
7.3.24.3.2.54. Loss or damage to optional equipment.

7.3.24.3.3. For Tire & Wheel - What is Not Covered:

7.3.24.3.3.1. GENERAL EXCLUSIONS: This Plan DOES NOT COVER OR PAY FOR:

7.3.24.3.3.1.1. Consequential loss or damage whatsoever, including loss, damage, or injury to person(s) or property, delay in rendering service under this Plan, or loss of use during the period You are awaiting a replacement covered by this Plan;
7.3.24.3.3.1.2. Damage while renting Your vehicle to someone else;
7.3.24.3.3.1.3. Damage while Your vehicle is being used for Commercial Use unless the option was selected and an additional charge applied;
7.3.24.3.3.1.4. Damage while Your vehicle is being used for snow plowing, competition, or speed events;
7.3.24.3.3.1.5. Fraudulent representations to obtain this Agreement or when presenting a request for

Replacement under this Agreement;

7.3.24.3.3.1.6. **Damage that occurs outside the continental United States of America, Alaska, Hawaii, or Canada;**

7.3.24.3.3.1.7. **Shop supplies, cost of filling tires with nitrogen, or wheel locks;**

7.3.24.3.3.1.8. **Damage from not meeting the vehicle manufacturer's specifications regarding installation or alignment;**

7.3.24.3.3.1.9. **Damage to the Tire Pressure Monitoring System (TPMS), Cost of required maintenance of the Covered Product;**

7.3.24.3.3.1.10. **Damage that occurs during servicing;**

7.3.24.3.3.1.11. **Damage to Covered Products mounted on a vehicle with modifications that do not comply with the vehicle manufacturer's specifications, including if a replacement tire's tread depth will make other tires tread depth in non-conformance with manufacturer guidelines wherein other tires are not eligible for coverage;**

7.3.24.3.3.1.12. **Replacement of undamaged tires and/or wheels that are part of a Set;**

7.3.24.3.3.1.13. **Any pre-existing conditions.**

7.3.24.3.3.2. **ADDITIONAL TIRE AND WHEEL REPAIR OR REPLACEMENT EXCLUSIONS: The following are not covered:**

7.3.24.3.3.2.1. **Damage from off-road use, racing, collision or accident with another vehicle or fixed object, misuse, abuse, lack of proper maintenance, suspension problems, use on a construction site or on roads not**

regularly maintained, vandalism or malicious mischief, theft, or fire;

7.3.24.3.3.2.2. **Damage caused by fire, smoke, flood, other natural disaster, or act of God, theft, vandalism, or as a result of any other illegal activity;**

7.3.24.3.3.2.3. **Damage caused by driving on tires that are improperly inflated according to the manufacturer's recommended tire pressure;**

7.3.24.3.3.2.4. **Damage caused by being improperly mounted or balanced;**

7.3.24.3.3.2.5. **Damage or excessive wear caused by improper steering alignment;**

7.3.24.3.3.2.6. **Tires (and attached wheels) with tread depth of 3/32" or less at the lowest point on the tire at time of damage;**

7.3.24.3.3.2.7. **Damage caused by the installation, removal, or use of chains;**

7.3.24.3.3.2.8. **Damage caused as a result of a modification or conversion made to the Covered Product or the vehicle that is not approved by the original manufacturer of the Covered Product or the vehicle;**

7.3.24.3.3.2.9. **Damage that is covered by any other agreement, including warranties issued by the manufacturer or coverage under an existing insurance policy, or Roadside assistance company;**

7.3.24.3.3.2.10. **Damage that is the result of a manufacturer defect;**

7.3.24.3.3.2.11. **Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires and/or wheels;**

7.3.24.3.3.2.12. **Tire and/or wheel replacement that is not preauthorized by Us, unless otherwise permitted under this Plan;**

7.3.24.3.3.2.13. **Cost of mounting, balancing, new valve stems, or other related costs;**

7.3.24.3.3.2.14. **Loss that is not reported to Us within fifteen (15) days from the date the damage occurs;**

7.3.24.3.3.2.15. **Damage to the Covered Product from contact with the frame, body, or suspension of the vehicle;**

7.3.24.3.3.2.16. **Damage that is considered cosmetic (i.e., scuffs, scratches, discoloration);**

7.3.24.3.3.2.17. **Retreaded, regrooved or recapped tires;**

7.3.24.3.3.2.18. **Racing tires (including attached wheels);**

7.3.24.3.3.2.19. **Tires and/or wheels that fail to meet manufacturer's specifications;**

7.3.24.3.3.2.20. **Tires (including attached wheels) with 3/32" of an inch tread depth or less;**

7.3.24.3.3.2.21. **Wheel locks (including inconvenience caused by wheel locks), hubcaps, center caps, and wheel covers.**

7.3.25. **<u>For Musical Instruments:</u>**

7.3.25.1. **STANDARD PLANS also cover:**

7.3.25.1.1. 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.

7.3.25.1.2. 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.

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

7.3.26. **For General Merchandise:**

7.3.26.1. **STANDARD PLANS also cover:**

7.3.26.1.1. 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.

7.3.26.1.2. 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.

7.3.26.2. **STAIN PLANS, if purchased, also cover:**

7.3.26.2.1. All stain types.

8. **Conditions**

8.1. **Renewal:** Renewal of **Your** plan will be at **Mulberry**'s discretion. Note, not all products are eligible for renewal.

8.2. **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.

8.3. **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.

8.4. **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.

8.5. **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**.

8.6. **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.

8.7. **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**.

8.8. **Lender's Single Interest**: In the event **Your** Covered Product is a leased or rent to own product, the lender of record has the right to the benefits of this **Agreement**. **You** promise to cooperate with **Mulberry** in coordinating services under this **Agreement** with **Your** lessor or other financial institution.

8.9. **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.

9. Legal Disclosures

9.1. BINDING ARBITRATION AND CLASS ACTION WAIVER:

9.1.1. 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").

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

9.1.3. 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**.

9.1.4. 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.

9.1.5. 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.

9.1.6. 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

10.1. **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.

10.2. **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, 602-364-3100]. Exclusions listed in the **Agreement** apply once the **Covered Product** is owned by **You**.

10.3. **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.

10.4 **California: Section 6.3.1 is replaced with the following:** ***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.***

I agree to continuous, the month-to-month payments until cancelled either by me or the Provider.

CANCELLATION section is amended as follows: 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 at Mulberry Shield, Inc., 228 Park Ave S PMB 697574, New York, NY 10003, 917-994-6394, help@getmulberry.com or login to Your dashboard at https://explore.getmulberry.com/login. ☐ ***Initial Here***

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.

10.5. **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.

10.6. **Connecticu**t: 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.

10.7. **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**.

10.8. **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.

10.9. **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.

10.10. **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**.

10.11. **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**.

10.12. **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.

10.13. **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**.

10.14. **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**.

10.15. **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.

10.16. **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**.

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

10.18. **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**.

10.19. **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 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.

10.20. **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.

10.21. **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**.

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

10.23. **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**.

10.24. **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**.

10.25. **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.

10.26. **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.

10.27. **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**.

10.28. **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**.

10.29. **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 THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION. 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.

10.30. **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.

10.31. **Washington**: All references to **Obligor** throughout this **Agreement** are replaced with S**ervice 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.

10.32. **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.

10.33. **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 - CALIFORNIA
for plans sold after July 1, 2026

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? 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
Limit of Liability: (Y/N)
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
Pet Damage: Yes
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., 228 Park Ave S PMB 697574, New York, New York 10003, 917-994-6394, except in the State of 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. **"Limit of Liability*":** The maximum total benefit payable for a single **Covered Product**. It equals the product's original purchase price, as shown on your proof of purchase, exclusive of shipping, delivery, installation, disposal, taxes, and any other ancillary charges. *If purchased and indicated in Section 1. **Your Agreement** Information, selected premium plans do not have a Limit of Liability.

2.7. **"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**.

2.8. **"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. Gradual wear and tear — even if accelerated or "unusual" — must directly cause a measurable mechanical failure to be considered. 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**.

2.9. **"Accidental Damage from Handling":** Physical damage to the Covered Product resulting from a single, sudden, unintentional, and identifiable event occurring during ordinary, stationary use. **Excludes accumulated or progressive damage from continual or multiple events.** For a complete list of coverage criteria and exclusions for Accidental Damage, see Section 2.3 (Category-Specific Coverage Criteria) and Section 7(b) (Exclusions).

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. DAMAGE THAT OCCURRED PRIOR TO THE PLAN PURCHASE DATE IS NOT COVERED. (5) PRODUCT ELIGIBILITY IS AT **MULBERRY**'S DISCRETION. (5) THE INCLUSION OR REGISTRATION OF ANY PRODUCT WITHIN A USER'S MULBERRY ACCOUNT SHALL NOT, IN ITSELF, CONSTITUTE A DETERMINATION OF ELIGIBILITY OR COVERAGE, WHICH SHALL BE ESTABLISHED SOLELY BY MULBERRY.

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. If **You** or any third-party service attempts to clean, repair, or alter the Product before **We** authorize service, and that action obscures, worsens, or prevents accurate assessment of the original damage, the claim is excluded.

4.5. **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.

4.6. 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**.

4.7. 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.

4.8. **You** must timely provide photographs, serial numbers, proof of purchase, incident narratives, inspection reports, or other documentation reasonably requested. Failure to supply requested materials may result in claim denial.

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**.

6. Payment Frequency

6.1. **Single-Payment Plans:**

6.1.1. 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.

6.2. **Monthly-Paid Plans:**

6.2.1. 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.

6.3. **Continuous Monthly Plans:**

6.3.1. 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.

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

7. Coverage Details

7.1. ALL PLANS:

7.1.1. WHAT IS COVERED

7.1.1.1. 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**.

7.1.1.2. 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.

7.1.1.3. 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.**

7.1.1.4. 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**.

7.1.1.5. 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.

7.1.1.6. 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**.

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

7.1.2. WHAT IS NOT COVERED (ALL PLANS)

7.1.2.1. 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):

7.1.2.2. Products without a manufacturer's warranty or retailer return

policy of at least 30-days;

7.1.2.3. 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;

7.1.2.4. Failures first occurring during any manufacturer or retailer warranty period remain the responsibility of that warranty provider.

7.1.2.5. 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;

7.1.2.6. Cleaning; periodic checkups; preventive maintenance excluding items eligible under Maintenance Reimbursement;

7.1.2.7. If an authorized service center or technician determines that the reported condition is excluded under the terms of this contract, or no mechanical fault is found, the claim may be denied and no further action will be taken for that claim under this contract.

7.1.2.8. Any and all pre-existing conditions that occur prior to the effective date of this Agreement

7.1.2.9. Any product sold "as is", including but not limited to floor models, demonstrations models, etc., unless the used add-on plan is purchased;

7.1.2.10. 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.;

7.1.2.11. Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.

7.1.2.12. 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;

7.1.2.13. 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;

7.1.2.14. Damage caused by commercial third-party actions is excluded.

7.1.2.15. Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;

7.1.2.16. Losses arising after you, a service provider, or any third-party attempts to clean, repair, modify, or otherwise remediate damage prior to acceptance or authorization of the claim or service are excluded if those actions worsen the condition,

conceal the original damage, or prevent accurate assessment of the claim.

7.1.2.17. **Incidental, consequential or secondary damages**

7.1.2.18. **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;**

7.1.2.19. **Any product used in a commercial setting or rental basis unless You purchased a Commercial plan;**

7.1.2.20. **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;**

7.1.2.21. **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";**

7.1.2.22. **Unauthorized repairs and/or parts;**

7.1.2.23. **Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein;**

7.1.2.24. **Accessories used in conjunction with a Covered Product including remote controls, unless otherwise indicated in "What is Covered";**

7.1.2.25. **Product consumables, non-operational components, add-on accessories, or any other parts or materials that are designed to be consumed during the life of the product. This includes, but is not limited to, batteries, light bulbs, filters, cartridges, belts, cleaning discs, and other expendable or single-use components.**

7.1.2.26. **Any other loss or damage other than a covered failure;**

7.1.2.27. **Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this Agreement;**

7.1.2.28. **Any loss arising from intentional, willful, reckless, or negligent acts—including but not limited to deliberate misuse, failure to take reasonable preventative measures, or failure to maintain the Product in accordance with manufacturer instructions.**

7.1.2.29. **Any failure or condition that results from abnormal usage of the Covered Product;**

7.1.2.30. **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.**

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

7.1.2.32. **With the exception of Consumer Electronics products, Coverage applies only while the Covered Product is stationary and in ordinary, intended residential (or approved commercial) use. Any damage arising while the Product is being moved, relocated, assembled, installed, transported, stored, or otherwise used**

outside its ordinary setting or purpose is excluded.

7.1.2.33. **Cosmetic damage and/or other damage that does not affect the unit's functionality.**

7.1.2.34. **"No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product.**

7.1.2.35. **This is a contract of indemnity and in the event that the damage is inconsequential, We reserve the right to close a claim with no further action when remediation is impossible, disproportionate to the value of the Product, or would exceed the Limit of Liability or result in over-indemnification.**

7.2. PREMIUM PLANS (inclusive of "ALL PLANS" coverage):

7.2.1. <u>ACCIDENTAL DAMAGE IN HANDLING ("ADH"):</u>

7.2.1.1. 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.** "Accidental Damage" is defined as physical damage caused by a single, isolated, unexpected, and unintentional incident. Coverage is contingent on the claimant providing a verifiable cause of loss with details and circumstances of the incident. **Damage arising from cumulative, repetitive, or progressive impacts, wear patterns, or related occurrences that collectively result in deterioration is expressly excluded.** Covered events must occur while the Product is under **Your** direct care, custody, or control (including that of your immediate household members or guests or an authorised transferee). **Any incident occurring while the Product is under the care, custody, or control of any other party is excluded.**

7.2.1.2. If needed, the replacement value of the **Covered Product** will be solely determined by **Mulberry**. • We will determine the appropriate remedy (cleaning, repair, part-replacement, full replacement, or settlement) after evaluating the severity, location, and effect of the damage.

7.2.2. <u>COMMERCIAL:</u>

7.2.2.1. 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.

7.2.3. BATTERY:

7.2.3.1. 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. **We** reserve the right to fulfill battery-related claims using new, refurbished, or third-party components that restore functional operability. This may include batteries of like kind, similar quality, or equivalent performance characteristics.

7.2.4. USED PRODUCT:

7.2.4.1. 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)**.

7.2.5. PET DAMAGE:

7.2.5.1. 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.

7.2.5.2. Coverage applies only if indicated in Section 1 of this agreement.

7.2.5.3. When purchased, we will authorize **one** claim during the life of the agreement for pet-related damage as specified by the elected.

7.2.6. STAINS:

7.2.6.1. 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.

7.2.7. PRICE GUARANTEE:

7.2.7.1. 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.

7.2.8. RETURN GUARANTEE:

7.2.8.1. 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.

7.2.9. CASH BACK:

7.2.9.1. 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.

7.3. CATEGORY-SPECIFIC PLANS:

7.3.1. <u>For Electronics</u>

7.3.1.1. WHAT IS COVERED

7.3.1.1.1. STANDARD PLANS also cover:

7.3.1.1.1.1. 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.

7.3.1.1.1.2. 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.

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

7.3.1.1.3. **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**.

7.3.1.1.4. **For Drones,** Coverage is for mechanical breakdown or parts replacement only as a result of a covered event.

7.3.1.2. WHAT IS NOT COVERED

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

7.3.1.2.1.1. 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;

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

7.3.1.2.1.3. 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;

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

7.3.1.2.1.5. For Computers and Peripheral Equipment:

7.3.1.2.1.5.1. Overheating caused by accumulation of dust, vermin or fan blockage~~,~~ misuse and abuse;

7.3.1.2.1.5.2. Any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to

incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges;

7.3.1.2.1.5.3. 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;

7.3.1.2.1.5.4. Corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; and

7.3.1.2.1.5.5. Toner and ink cartridges;

7.3.1.2.1.5.6. Cables.

7.3.1.2.1.6. For Drones

7.3.1.2.1.6.1. Replacement of the Drone is only covered in the event that the drone is available for diagnosis.

7.3.1.2.1.6.2. Loss or damage to drones caused by Your failure to use reasonable care, including but not limited to, Your failure to take proper pre-flight checkup measures (such as not reading instructions of flying tutorials) and properly charge or secure battery before use, flying past the line of sight, flying indoors, intentional crashes, reckless flying, and, racing.

7.3.1.2.1.6.3. Drone flying in weather conditions likely to cause crash (high winds, rain, snow, natural disasters, etc.

7.3.1.2.1.6.4. Drone flyaway, lost drones.

7.3.2. <u>For Video/Audio Equipment:</u>

7.3.2.1. STANDARD PLANS also cover:

7.3.2.1.1. 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.

7.3.2.1.1.1. 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.

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

7.3.3. <u>For Appliances:</u>

7.3.3.1. WHAT IS COVERED

7.3.3.1.1. STANDARD PLANS also cover:

7.3.3.1.1.1. 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.

7.3.3.1.1.2. 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.

7.3.3.1.1.3. 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).

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

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

7.3.3.2. WHAT IS NOT COVERED

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

7.3.3.2.1.1. 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;

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

7.3.3.2.1.3. 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;

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

7.3.3.2.1.5. Use inconsistent with published user, operator or installation instructions.

7.3.3.2.1.6. In-home instruction on how to use your product.

7.3.3.2.1.7. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product.

7.3.3.2.1.8. Any failure or damage caused by neglecting routine maintenance or cleaning required by the manufacturer (e.g., filter replacement, coil cleaning, descaling, vent or drain clearing).

7.3.3.2.1.9. External causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; fortuitous events, acts of God or consequential loss of any nature;

7.3.4. <u>For Outdoor Appliances:</u>

7.3.4.1. STANDARD PLANS also cover:

7.3.4.1.1. 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.

7.3.4.1.2. 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.

7.3.4.1.3. 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).

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

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

7.3.4.2. WHAT IS NOT COVERED

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

7.3.4.2.1.1. 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;

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

7.3.4.2.1.3. 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;

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

7.3.4.2.1.5. Use inconsistent with published user, operator or installation instructions.

7.3.4.2.1.6. In-home instruction on how to use your product.

7.3.4.2.1.7. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not

7.3.4.2.1.8. failures of the Product.

7.3.4.2.1.9. Any failure or damage caused by neglecting routine maintenance or cleaning required by the manufacturer (e.g., filter replacement, coil cleaning, descaling, vent or drain clearing).

7.3.4.2.1.10. External causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; fortuitous events, acts of God or consequential loss of any

nature;

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

7.3.5.1. WHAT IS COVERED

7.3.5.1.1. STANDARD PLANS also cover:

7.3.5.1.1.1. 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.

7.3.5.1.1.2. 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.

7.3.5.1.2. WHAT IS NOT COVERED

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

7.3.5.1.2.1.1. Batteries
7.3.5.1.2.1.2. Non-operating, cosmetic or external parts
7.3.5.1.2.1.3. Tires, tubes, any inflatable parts
7.3.5.1.2.1.4. Road-licensed products
7.3.5.1.2.1.5. Damage caused by a bike crash while riding;
7.3.5.1.2.1.6. Damage caused by collision with another object (ie, car runs over bike in driveway);
7.3.5.1.2.1.7. Cracks or damage to frames under any circumstances;
7.3.5.1.2.1.8. Willful abuse & neglect; and
7.3.5.1.2.1.9. Rust or corrosion.

7.3.6. For Lighting:

7.3.6.1. STANDARD PLANS also cover:

7.3.6.1.1. 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.

7.3.6.1.2. Power surge protection, in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, b 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.

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

7.3.7. For Rugs:

7.3.7.1. WHAT IS COVERED

7.3.7.1.1. 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)**:**

7.3.7.1.2. Rips or tears
7.3.7.1.3. Seam separation
7.3.7.1.4. Stains resulting from beverages and food.

7.3.7.2. WHAT IS NOT COVERED

7.3.7.2.1. In addition to the exclusions listed for ALL PLANS above, this

Agreement does not cover:

7.3.7.2.1.1. Damage from pets, unless the pet damage add-on plan is purchased;

7.3.7.2.1.2. Burns and heat marks longer than one inch in length;

7.3.7.2.1.3. Stains caused by the delivery of the Covered Product;

7.3.7.2.1.4. Stains of unknown origin;

7.3.7.2.1.5. 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;

7.3.7.2.1.6. 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;

7.3.7.2.1.7. Rugs located in screened rooms where the rug may be directly or indirectly exposed to the elements.

7.3.8. For Indoor Furniture:

7.3.8.1. WHAT IS COVERED

7.3.8.1.1. 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)**:**

7.3.8.1.1.1. All stain types;

7.3.8.1.1.2. Nail polish remover damage;

7.3.8.1.1.3. Burns and heat marks that are not caused by a fire;

7.3.8.1.1.4. Punctures, cuts, tears, or rips;

7.3.8.1.1.5. Seam separation;

7.3.8.1.1.6. Broken zippers or buttons;

7.3.8.1.1.7. 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;

7.3.8.1.1.8. Failure of integral electrical components;

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

7.3.8.1.1.10. Liquid marks and rings;

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

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

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

7.3.8.1.1.14. Loss of silvering on mirrors;

7.3.8.1.1.15. Warping;

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

7.3.8.1.1.17. Pet damage - single incident only - if indicated in Section 1 of this **Agreement**.

7.3.8.2. WHAT IS NOT COVERED

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

7.3.8.2.1.1. Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan;

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

7.3.8.2.1.3. 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;

7.3.8.2.1.4. Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.

7.3.8.2.1.5. 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;

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

7.3.8.2.1.7. 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;

7.3.8.2.1.8. Coverage applies only while the Covered Product is stationary and in ordinary, intended residential (or approved commercial) use. Any damage arising while the Product is being moved, relocated, assembled, installed, transported, stored, or otherwise used outside its ordinary setting or purpose is excluded.;

7.3.8.2.1.8.1.

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

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

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

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

7.3.8.2.1.13. Failure to follow all manufacturer maintenance, storage, and operating instructions—proof of compliance (receipts, service records, photos) may be required. Claims arising from non-compliance are excluded.

7.3.8.2.1.14. Failure to take reasonable precautions to prevent further damage upon discovering any issue (e.g., discontinue use, isolate leaks, stop power) may void coverage.

7.3.9. For Outdoor Furniture:

7.3.9.1. WHAT IS COVERED

7.3.9.1.1. 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)**:**

7.3.9.1.1.1. All stain types;
7.3.9.1.1.2. Punctures, cuts, tears, or rips;
7.3.9.1.1.3. Seam separation;
7.3.9.1.1.4. Burns & heat marks that are not caused by a fire;
7.3.9.1.1.5. Broken handles & hinges;
7.3.9.1.1.6. Liquid marks & rings;
7.3.9.1.1.7. Breakage, scratches, gouges, dents or chips;
7.3.9.1.1.8. Chips, scratches, or breakage of glass or mirrors;
7.3.9.1.1.9. Loss of silvering on mirrors;
7.3.9.1.1.10. Broken swivel, rocking & height-adjustment mechanisms;
7.3.9.1.1.11. Damaged umbrella ribs & arc mechanisms;
7.3.9.1.1.12. Damage to manufacturer-installed umbrella lighting;
7.3.9.1.1.13. Broken suspension straps on seating;
7.3.9.1.1.14. Broken welds;
7.3.9.1.1.15. Pet damage - single incident only - if indicated in Section 1 of this **Agreement**.

7.3.9.2. WHAT IS NOT COVERED

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

7.3.9.2.1.1. Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan.
7.3.9.2.1.2. Any stain or damage that is not specifically listed, wear-and-tear.
7.3.9.2.1.3. 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;
7.3.9.2.1.4. Damage, deterioration, discoloration, corrosion, fading, mold, mildew, rust, or other changes arising from weather, moisture, sunlight, temperature fluctuation, or any prolonged environmental exposure is excluded.
7.3.9.2.1.5. Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.
7.3.9.2.1.6. 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;
7.3.9.2.1.7. Odors, including odors that remain after a visible stain is cleaned;
7.3.9.2.1.8. 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;

7.3.9.2.1.9. Coverage applies only while the Covered Product is stationary and in ordinary, intended residential (or approved commercial) use. Any damage arising while the Product is being moved, relocated, assembled, installed, transported, stored, or otherwise used outside its ordinary setting or purpose is excluded.

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

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

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

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

7.3.9.2.1.14. Failure to follow all manufacturer maintenance, storage, and operating instructions—proof of compliance (receipts, service records, photos) may be required. Claims arising from non-compliance are excluded.

7.3.9.2.1.15. Failure to take reasonable precautions to prevent further damage upon discovering any issue (e.g., discontinue use, isolate leaks, stop power) may void coverage.

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

7.3.10. <u>For Luggage & Bags:</u>

7.3.10.1. WHAT IS COVERED

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

7.3.10.1.1.1. Rips or tears;

7.3.10.1.1.2. Seam separation;

7.3.10.1.1.3. Broken zippers, wheels or handles;

7.3.10.1.1.4. Minor burn or heat marks up to one inch in length;

7.3.10.1.1.5. Stains resulting from beverages, food, human or pet bodily fluids (**excluding the elimination of odors**)

7.3.10.2. WHAT IS NOT COVERED

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

7.3.10.2.1.1. Damage from impact from or with a vehicle;

7.3.10.2.1.2. Damage caused by airlines and other transportation providers;

7.3.10.2.1.3. Burns and heat marks longer than one inch in length;

7.3.10.2.1.4. Stains caused by the delivery of the Covered Product; stains of unknown origin;

7.3.10.2.1.5. 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;

7.3.10.2.1.6. 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;

7.3.10.2.1.7. X- coded fabrics; non-colorfast materials;

7.3.10.2.1.8. Peeling, cracking or color loss on vinyl, leather or bi-cast leather products.

7.3.11. <u>For Mattresses:</u>

7.3.11.1. 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)**:**

7.3.11.1.1. Stains resulting from beverages, food, human or pet bodily fluids (**excluding the elimination of odors**);

7.3.11.1.2. Structural **Breakdown**

7.3.12. <u>For Jewelry:</u>

7.3.12.1. WHAT IS COVERED

7.3.12.1.1. STANDARD PLANS also cover:

7.3.12.1.1.1. 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:

7.3.12.1.1.1.1. Broken, bent or worn prongs, clasps and hinges;

7.3.12.1.1.1.2. Knotted or broken links in necklaces and bracelets;

7.3.12.1.1.1.3. Broken or lost pins and earring posts;

7.3.12.1.1.1.4. Restringing of stretched pearl necklaces;

7.3.12.1.1.1.5. Re-shanking.

7.3.12.1.2. STANDARD PLANS also include the following services for the **Covered Product**:

7.3.12.1.2.1. Refinishing and polishing;

7.3.12.1.2.2. White gold rhodium plating;

7.3.12.1.2.3. Earring repair;

7.3.12.1.2.4. Chain soldering;

7.3.12.1.2.5. Resetting diamonds and gemstones;

7.3.12.1.2.6. Repair of chipped or cracked stones (including center stones);

7.3.12.1.2.7. Replacement for loss of diamond or gemstone center stones or side/enhancement stones up to a maximum of the limit of liability as stated in Section 1 of this **Agreement**, due to a defect in the setting.

7.3.12.2. WHAT IS NOT COVERED

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

7.3.12.2.1.1. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.

7.3.13. <u>For Watches:</u>

7.3.13.1. WHAT IS COVERED

7.3.13.1.1. STANDARD PLANS also cover:

7.3.13.1.1.1. Battery replacement
7.3.13.1.1.2. Replacement for loss of stones from bezel up to a maximum of 0.10 carat.
7.3.13.1.1.3. Mechanical failure of watches
7.3.13.1.1.4. Breakage of stem or band, case and crystal.

7.3.13.2. WHAT IS NOT COVERED

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

7.3.13.2.1.1. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.

7.3.14. <u>For Lawn, Garden & Tools:</u>

7.3.14.1. WHAT IS COVERED

7.3.14.1.1. STANDARD PLANS also cover:

7.3.14.1.1.1. 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.

7.3.14.1.1.2. 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.

7.3.14.2. WHAT IS NOT COVERED

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

7.3.14.2.1.1. Normal wear and tear;
7.3.14.2.1.2. Tune-ups;
7.3.14.2.1.3. Damage caused by neglect;
7.3.14.2.1.4. Improper operation;
7.3.14.2.1.5. Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;
7.3.14.2.1.6. Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;
7.3.14.2.1.7. Alteration or removal of parts;
7.3.14.2.1.8. Water entering engine cylinder(s) through exhaust system or carburetor(s);
7.3.14.2.1.9. Spark plugs;
7.3.14.2.1.10. Brake pads or lining;
7.3.14.2.1.11. Hoses;
7.3.14.2.1.12. Hose clamps;
7.3.14.2.1.13. Belts;
7.3.14.2.1.14. Batteries;
7.3.14.2.1.15. Shock absorbers;
7.3.14.2.1.16. Tires;
7.3.14.2.1.17. Cutting blades;
7.3.14.2.1.18. Gauge wheels;
7.3.14.2.1.19. Wheel balancing;
7.3.14.2.1.20. Alignments;

7.3.14.2.1.21. Cleaning of fuel and coolant systems;
7.3.14.2.1.22. Removal of carbon, varnish, sludge, or contaminants;
7.3.14.2.1.23. Necessary fuel and ignition system calibrations and adjustments;
7.3.14.2.1.24. Repair caused by normal product vibration;
7.3.14.2.1.25. Routine maintenance;
7.3.14.2.1.26. Fuses;
7.3.14.2.1.27. Filters;
7.3.14.2.1.28. Consumables;
7.3.14.2.1.29. Bulbs;
7.3.14.2.1.30. Exterior power cords;
7.3.14.2.1.31. Cosmetic adjustment or replacement;
7.3.14.2.1.32. Shell separating or cracking;
7.3.14.2.1.33. Paint changes;
7.3.14.2.1.34. Corrosion;
7.3.14.2.1.35. Rust;
7.3.14.2.1.36. Repair for grinding of valves to increase compression;
7.3.14.2.1.37. Oil consumption;
7.3.14.2.1.38. Stuck rings;
7.3.14.2.1.39. Shipping or freight;
7.3.14.2.1.40. Burned valves;
7.3.14.2.1.41. Tuliped valves;
7.3.14.2.1.42. Adhesives;
7.3.14.2.1.43. Shop supplies;
7.3.14.2.1.44. Road service calls;
7.3.14.2.1.45. Environmental charges;
7.3.14.2.1.46. Miscellaneous charges;
7.3.14.2.1.47. Internal or external corrosion, electrolysis, salt or any other environmental condition;
7.3.14.2.1.48. Inadequate or improper storage/lay up;
7.3.14.2.1.49. Loss or damage to optional equipment.

7.3.15. <u>For Lawn & Garden Accessories:</u>

7.3.15.1. STANDARD PLANS also cover:

7.3.15.1.1. 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.

7.3.15.1.2. 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.

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

7.3.16. <u>For Fitness Equipment:</u>

7.3.16.1. WHAT IS COVERED

7.3.16.1.1. STANDARD PLANS also cover:

7.3.16.1.1.1. Repair and replacement of functional factory-installed belts, including treadmill walking belts and rollers, required for the

performance of the **Covered Product**.

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

7.3.16.2. WHAT IS NOT COVERED

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

7.3.16.2.1.1. Failure of non-operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls;

7.3.16.2.1.2. Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and

7.3.16.2.1.3. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

7.3.17. <u>For Sporting Goods:</u>

7.3.17.1. WHAT IS COVERED

7.3.17.1.1. STANDARD PLANS also cover:

7.3.17.1.1.1. 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.

7.3.17.1.1.2. 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.

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

7.3.17.2. WHAT IS NOT COVERED

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

7.3.17.2.1.1. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

7.3.18. <u>For Optical:</u>

7.3.18.1. STANDARD PLANS also cover:

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

7.3.18.1.2. **Coverage** is provided for frame warping or bending, breakdowns caused by defective loose components or missing parts, such as lenses.

7.3.18.1.3. For smart glasses, we will repair or replace the **Covered Product** when required due to a breakdown. Non-original parts may be used for repair of the product if the manufacturer's parts are unavailable. At **Our** sole discretion, **We** may require that **You** return the covered product to us as a condition of receiving a replacement product.

7.3.18.2. **ADH PLANS** cover Cracked or scratched lenses due to an accident; cracked

frames due to an accident; and damage as outlined in the "Premium Plans" section of this **Agreement**.

7.3.19. <u>For Home Goods:</u>

7.3.19.1. STANDARD PLANS also cover:

7.3.19.1.1. 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.

7.3.19.1.2. 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.

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

7.3.19.3. STAIN PLANS, if selected, also cover:

7.3.19.3.1. All stain types.

7.3.20. <u>For Bed & Bath:</u>

7.3.20.1. STANDARD PLANS also cover:

7.3.20.1.1. 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.

7.3.20.1.2. 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).

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

7.3.20.3. STAIN PLANS, if selected, also cover:

7.3.20.3.1. All stain types.

7.3.21. <u>For Apparel:</u>

7.3.21.1. STANDARD PLANS also cover:

7.3.21.1.1. Rips or tears;

7.3.21.1.2. Seam separation;

7.3.21.1.3. Broken zippers;

7.3.21.1.4. Minor burn or heat marks up to one inch in length

7.3.21.2. STAIN PLANS, if selected, also cover:

7.3.21.2.1. All stain types.

7.3.22. <u>For Plumbing & Electrical:</u>

7.3.22.1. STANDARD PLANS also cover:

7.3.22.1.1. 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.

7.3.22.1.2. 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.

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

7.3.22.2.1. Correction of, or reimbursement for, any repairs made by You or anyone You hire, unless previously approved by Mulberry;

7.3.22.2.2. Assessing, remediating or abating mold or notifying You of any mold that may be present in Your home;

7.3.22.2.3. 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;

7.3.22.2.4. 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;

7.3.22.2.5. Non-conforming drain lines (i.e. drain lines not directly connected to the public sewer system or Your septic tank);

7.3.22.2.6. Appliances, fittings, or fixtures, pressure reducing valves, or backflow prevention devices, pumps, or grinders;

7.3.22.2.7. Water supply and drainage systems that are frozen; thawing of frozen pipes

7.3.22.2.8. 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;

7.3.22.2.9. Repairs to any line that branches off the main line, such as lines for sprinklers, pools, hot tubs, and/or other outdoor systems;

7.3.22.2.10. 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;

7.3.22.2.11. Repairs to damage arising from the disconnection or interruption to the main electrical supply; transformers

7.3.22.2.12. 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

7.3.23. <u>For Auto Parts:</u>

7.3.23.1. WHAT IS COVERED

7.3.23.1.1. STANDARD PLANS also cover:

7.3.23.1.1.1. 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.

7.3.24. <u>For Tire & Wheel</u>

7.3.24.1. TIRE REPAIR OR REPLACEMENT: We agree to repair, replace or, at **Our** sole discretion, reimburse **You** for the cost of a replacement of the **Covered Product** which during the term of this Plan becomes Unserviceable due to a Road Hazard covered under this Plan. **All other damage, including cosmetic damage that does not result in the Covered Product becoming Unserviceable, is excluded.** Any tire which requires replacement MUST BE AUTHORIZED BY US and photographic evidence must be provided to US during the claims process for inspection PRIOR to an approved replacement. Replacement will be made with a tire of like kind and quality to the original tire. **We** may use remanufactured or used replacement parts. This coverage is valid through the tread life of a tire (**3/32" or less is excluded**). In cases where replacement is not possible, **You** will be paid the Purchase Price of **Your Covered Product**, excluding sales tax, delivery, and handling.

7.3.24.2. WHEEL REPAIR OR REPLACEMENT: We agree to repair, replace or, at **Our** sole discretion, reimburse **You** for the cost of a replacement of the **Covered Product** which during the term of this Plan becomes Unserviceable due to a Road Hazard covered under this Plan. **All other damage, including cosmetic damage that does not result in the Covered Product becoming Unserviceable, is excluded.** Any wheel which requires replacement MUST BE AUTHORIZED BY US and photographic evidence must be provided to US during the claims process for inspection PRIOR to replacement. Replacement will be made with a wheel of like kind and quality to the original wheel. **We** may use remanufactured or used replacement parts. In cases where replacement is not possible, **You** will be paid the Purchase Price of **Your Covered Product**, excluding sales tax, delivery, and handling.

Note: If the damaged tire or wheel is part of a Set, We will not replace or reimburse You for the cost of undamaged components of the Set.

7.3.24.3. WHAT IS NOT COVERED

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

7.3.24.3.1.1. Covered Product damaged by abnormal use, misuse, neglect, accident, alteration, modification, or "tampering with";

7.3.24.3.1.2. 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;

7.3.24.3.1.3. Any damage that occurs outside the continental United States of America, Alaska, Hawaii or Canada;

7.3.24.3.1.4. Any cost other than the cost of the qualifying Covered

Product;

7.3.24.3.1.5. Incidental or consequential damages even if caused by the failure of the Covered Product;

7.3.24.3.1.6. More than one replacement of the same Covered Part.

7.3.24.3.2. For Automotive / Marine / Powersport Batteries:

7.3.24.3.2.1. Used or pre-owned products;

7.3.24.3.2.2. Improper installation or attachments;

7.3.24.3.2.3. Batteries that are merely discharged;

7.3.24.3.2.4. Batteries used in vehicles for commercial use or in trucks over 1 ton;

7.3.24.3.2.5. 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;

7.3.24.3.2.6. "No problem found" diagnosis;

7.3.24.3.2.7. Normal wear and tear;

7.3.24.3.2.8. Tune-ups;

7.3.24.3.2.9. Damage caused by neglect;

7.3.24.3.2.10. Improper operation;

7.3.24.3.2.11. Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;

7.3.24.3.2.12. Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;

7.3.24.3.2.13. Alteration or removal of parts;

7.3.24.3.2.14. Water entering engine cylinder(s) through exhaust system or carburetor(s);

7.3.24.3.2.15. Spark plugs;

7.3.24.3.2.16. Brake pads or lining;

7.3.24.3.2.17. Hoses;

7.3.24.3.2.18. Hose clamps;

7.3.24.3.2.19. Belts;

7.3.24.3.2.20. Shock absorbers;

7.3.24.3.2.21. Tires;

7.3.24.3.2.22. Cutting blades;

7.3.24.3.2.23. Gauge wheels;

7.3.24.3.2.24. Wheel balancing;

7.3.24.3.2.25. Alignments;

7.3.24.3.2.26. Cleaning of fuel and coolant systems;

7.3.24.3.2.27. Removal of carbon, varnish, sludge, or contaminants;

7.3.24.3.2.28. Necessary fuel and ignition system calibrations and adjustments;

7.3.24.3.2.29. Repair caused by normal product vibration;

7.3.24.3.2.30. Routine maintenance;

7.3.24.3.2.31. Fuses;

7.3.24.3.2.32. Filters;

7.3.24.3.2.33. Consumables;

7.3.24.3.2.34. Bulbs;
7.3.24.3.2.35. Exterior power cords;
7.3.24.3.2.36. Cosmetic adjustment or replacement;
7.3.24.3.2.37. Shell separating or cracking;
7.3.24.3.2.38. Paint changes;
7.3.24.3.2.39. Corrosion;
7.3.24.3.2.40. Rust;
7.3.24.3.2.41. Repair for grinding of valves to increase compression;
7.3.24.3.2.42. Oil consumption;
7.3.24.3.2.43. Stuck rings;
7.3.24.3.2.44. Shipping or freight;
7.3.24.3.2.45. Burned valves;
7.3.24.3.2.46. Tuliped valves;
7.3.24.3.2.47. Adhesives;
7.3.24.3.2.48. Shop supplies;
7.3.24.3.2.49. Road service calls;
7.3.24.3.2.50. Environmental charges;
7.3.24.3.2.51. Miscellaneous charges;
7.3.24.3.2.52. Internal or external corrosion, electrolysis, salt or any other environmental condition;
7.3.24.3.2.53. Inadequate or improper storage/lay up;
7.3.24.3.2.54. Loss or damage to optional equipment.

7.3.24.3.3. For Tire & Wheel - What is Not Covered

7.3.24.3.3.1. GENERAL EXCLUSIONS: This Plan DOES NOT COVER OR PAY FOR:

7.3.24.3.3.1.1. Consequential loss or damage whatsoever, including loss, damage, or injury to person(s) or property, delay in rendering service under this Plan, or loss of use during the period You are awaiting a replacement covered by this Plan,
7.3.24.3.3.1.2. Damage while renting Your vehicle to someone else,
7.3.24.3.3.1.3. Damage while Your vehicle is being used for Commercial Use unless the option was selected and an additional charge applied,
7.3.24.3.3.1.4. Damage while Your vehicle is being used for snow plowing, competition, or speed events,
7.3.24.3.3.1.5. Fraudulent representations to obtain this Agreement or when presenting a request for Replacement under this Agreement,
7.3.24.3.3.1.6. Damage that occurs outside the continental United States of America, Alaska, Hawaii, or Canada,
7.3.24.3.3.1.7. Shop supplies, cost of filling tires with nitrogen, or wheel locks,

7.3.24.3.3.1.8. Damage from not meeting the vehicle manufacturer's specifications regarding installation or alignment,

7.3.24.3.3.1.9. Damage to the Tire Pressure Monitoring System (TPMS), Cost of required maintenance of the Covered Product,

7.3.24.3.3.1.10. Damage that occurs during servicing,

7.3.24.3.3.1.11. Damage to Covered Products mounted on a vehicle with modifications that do not comply with the vehicle manufacturer's specifications, including if a replacement tire's tread depth will make other tires tread depth in non-conformance with manufacturer guidelines wherein other tires are not eligible for coverage,

7.3.24.3.3.1.12. Replacement of undamaged tires and/or wheels that are part of a Set,

7.3.24.3.3.1.13. Any pre-existing conditions.

7.3.24.3.3.2. ADDITIONAL TIRE AND WHEEL REPAIR OR REPLACEMENT EXCLUSIONS: The following are not covered:

7.3.24.3.3.2.1. Damage from off-road use, racing, collision or accident with another vehicle or fixed object, misuse, abuse, lack of proper maintenance, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, or fire,

7.3.24.3.3.2.2. Damage caused by fire, smoke, flood, other natural disaster, or act of God, theft, vandalism, or as a result of any other illegal activity,

7.3.24.3.3.2.3. Damage caused by driving on tires that are improperly inflated according to the manufacturer's recommended tire pressure,

7.3.24.3.3.2.4. Damage caused by being improperly mounted or balanced,

7.3.24.3.3.2.5. Damage or excessive wear caused by improper steering alignment,

7.3.24.3.3.2.6. Tires (and attached wheels) with tread depth of 3/32" or less at the lowest point on the tire at time of damage,

7.3.24.3.3.2.7. Damage caused by the installation, removal, or use of chains,

7.3.24.3.3.2.8. **Damage caused as a result of a modification or conversion made to the Covered Product or the vehicle that is not approved by the original manufacturer of the Covered Product or the vehicle,**

7.3.24.3.3.2.9. **Damage that is covered by any other agreement, including warranties issued by the manufacturer or coverage under an existing insurance policy, or RoadSide assistance company,**

7.3.24.3.3.2.10. **Damage that is the result of a manufacturer defect,**

7.3.24.3.3.2.11. **Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires and/or wheels,**

7.3.24.3.3.2.12. **Tire and/or wheel replacement that is not preauthorized by Us, unless otherwise permitted under this Plan,**

7.3.24.3.3.2.13. **Cost of mounting, balancing, new valve stems, or other related costs,**

7.3.24.3.3.2.14. **Loss that is not reported to Us within fifteen (15) days from the date the damage occurs,**

7.3.24.3.3.2.15. **Damage to the Covered Product from contact with the frame, body, or suspension of the vehicle,**

7.3.24.3.3.2.16. **Damage that is considered cosmetic (i.e., scuffs, scratches, discoloration),**

7.3.24.3.3.2.17. **Retreaded, regrooved or recapped tires,**

7.3.24.3.3.2.18. **Racing tires (including attached wheels),**

7.3.24.3.3.2.19. **Tires and/or wheels that fail to meet manufacturer's specifications,**

7.3.24.3.3.2.20. **Tires (including attached wheels) with 3/32" of an inch tread depth or less,**

7.3.24.3.3.2.21. **Wheel locks (including inconvenience caused by wheel locks), hubcaps, center caps, and wheel covers.**

7.3.25. **<u>For Musical Instruments:</u>**

7.3.25.1. **STANDARD PLANS also cover:**

7.3.25.1.1. 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.

7.3.25.1.2. 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.

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

7.3.26. **For General Merchandise:**

7.3.26.1. **STANDARD PLANS also cover:**

7.3.26.1.1. 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.

7.3.26.1.2. 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.

7.3.26.2. **STAIN PLANS**, if selected, also cover:

7.3.26.2.1. 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.

8. **Conditions**

8.1. **Renewal:** Renewal of **Your** plan will be at **Mulberry's** discretion. Note, not all products are eligible for renewal.

8.2. **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.

8.3. **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.

8.4. **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.

8.5. **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.**

8.6. **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.

8.7. **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**.

8.8. **Lender's Single Interest**: In the event **Your** Covered Product is a leased or rent to own product, the lender of record has the right to the benefits of this **Agreement**. **You** promise to cooperate with **Mulberry** in coordinating services under this **Agreement** with **Your** lessor or other financial institution.

8.9. **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.

9. Legal Disclosures

9.1. BINDING ARBITRATION AND CLASS ACTION WAIVER:

9.1.1. 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").

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

9.1.3. 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.

9.1.4. 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.

9.1.5. 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.

9.1.6. 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

10.1. **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.

10.2. **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, 602-364-3100**]**. Exclusions listed in the **Agreement** apply once the **Covered Product** is owned by **You**.

10.3. **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.

10.4. **California: Section 6.3.1 is replaced with the following:** ***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.***

I agree to continuous, the month-to-month payments until cancelled either by me or the Provider.

CANCELLATION section is amended as follows: 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 at Mulberry Shield, Inc., 228 Park Ave S PMB 697574, New York, NY 10003, 917-994-6394, help@getmulberry.com or login to Your dashboard at https://explore.getmulberry.com/login. ☐ ***Initial Here***

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.

10.5. **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.

10.6. **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.

10.7. **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**.

10.8. **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.

10.9. **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.

10.10. **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**.

10.11. **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**.

10.12. **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.

10.13. **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**.

10.14. **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**.

10.15. **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.

10.16. **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**.

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

10.18. **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**.

10.19. **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 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.

10.20. **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.

10.21. **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**.

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

10.23. **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**.

10.24. **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**.

10.25. **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.**

10.26. **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.

10.27. **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**.

10.28. **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**.

10.29. **Utah: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.** 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.

10.30. **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.

10.31. **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.

10.32. **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.

10.33. **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 - CALIFORN

for plans sold after July 1, 2026

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? 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
Limit of Liability: (Y/N)
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
Pet Damage: Yes
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., 228 Park Ave S PMB 697574, New York, New York 10003, 917-994- 6394, except in the State of 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. **"Limit of Liability*"**: The maximum total benefit payable for a single **Covered Product**. It equals the product's original purchase price, as shown on your proof of purchase, exclusive of shipping, delivery, installation, disposal, taxes, and any other ancillary charges. *If purchased and indicated in Section 1. Your Agreement Information, selected premium plans do not have a **Limit of Liability**.

2.7. **"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**.

2.8. **"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**.

2.9. **"Accidental Damage from Handling":** Physical damage to the **Covered Product** resulting from a single, sudden, unintentional, and identifiable event occurring during ordinary, stationary use. **Excludes accumulated or progressive damage from continual or multiple events.** For a complete list of coverage criteria and exclusions for Accidental Damage, see Section 2.3 (Category-Specific Coverage Criteria) and Section 7(b) (Exclusions).

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, and take reasonable steps to prevent foreseeable damage.

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. DAMAGE THAT OCCURRED PRIOR TO THE PLAN PURCHASE DATE IS NOT COVERED. (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. **Damage that occurred prior to the plan purchase date is not covered.**

4.4. If **You** or any third-party service attempts to clean, repair, or alter the Product before **We** authorize service, and that action obscures, worsens, or prevents accurate assessment of the original damage, the claim is excluded.

4.5. **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.

4.6. 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**.

4.7. 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.

4.8. **You** must timely provide photographs, serial numbers, proof of purchase, incident narratives, inspection reports, or other documentation reasonably requested. Failure to supply requested materials may result in claim denial.

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**.

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

6. **Payment Frequency**

6.1. **Single-Payment Plans:**

6.1.1. 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.

6.1.2. **Monthly-Paid Plans:**

6.1.2.1. 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.

6.1.3. **Continuous Monthly Plans:**

6.1.3.1. 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

7.1. ALL PLANS:

7.1.1. WHAT IS COVERED

7.1.1.1. 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**.

7.1.1.2. 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.

7.1.1.3. 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.**

7.1.1.4. 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**.

7.1.1.5. 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.

7.1.1.6. 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 **Mulberry**.

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

7.1.2. WHAT IS NOT COVERED (ALL PLANS)

7.1.2.1. 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):

7.1.2.1.1. Products without a manufacturer's warranty or retailer return policy of at least 30-days;

7.1.2.1.2. 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;

7.1.2.1.3. Failures first occurring during any manufacturer or retailer warranty period remain the responsibility of that warranty provider.

7.1.2.1.4. 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;

7.1.2.1.5. Cleaning; periodic checkups; preventive maintenance excluding items eligible under Maintenance Reimbursement;

7.1.2.1.6. If an authorized service center or technician determines that the reported condition is excluded under the terms of this contract, or no mechanical fault is found, the claim may be denied and no further action will be taken for that claim under this contract.

7.1.2.1.7. Any and all pre-existing conditions that occur prior to the effective date of this Agreement

7.1.2.1.8. Any product sold "as is", including but not limited to floor models, demonstrations models, etc., unless the used add-on plan is purchased;

7.1.2.1.9. 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.;

7.1.2.1.10. Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.

7.1.2.1.11. 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;

7.1.2.1.12. 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;

7.1.2.1.13. Damage caused by commercial third-party actions is excluded.

7.1.2.1.14. Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;

7.1.2.1.15. **Losses arising after you, a service provider, or any third-party attempts to clean, repair, modify, or otherwise remediate damage prior to acceptance or authorization of the claim or service are excluded if those actions worsen the condition, conceal the original damage, or prevent accurate assessment of the claim.**

7.1.2.1.16. **Incidental, consequential or secondary damages**

7.1.2.1.17. **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;**

7.1.2.1.18. **Any product used in a commercial setting or rental basis unless You purchased a Commercial plan;**

7.1.2.1.19. **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;**

7.1.2.1.20. **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";**

7.1.2.1.21. **Unauthorized repairs and/or parts;**

7.1.2.1.22. **Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein;**

7.1.2.1.23. **Accessories used in conjunction with a Covered Product including remote controls, unless otherwise indicated in "What is Covered";**

7.1.2.1.24. **Product consumables, non-operational components, add-on accessories, or any other parts or materials that are designed to be consumed during the life of the product. This includes, but is not limited to, batteries, light bulbs, filters, cartridges, belts, cleaning discs, and other expendable or single-use components.**

7.1.2.1.25. **Any other loss or damage other than a covered failure;**

7.1.2.1.26. **Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this Agreement;**

7.1.2.1.27. **Any loss arising from intentional, willful, reckless, or negligent acts—including but not limited to deliberate misuse, failure to take reasonable preventative measures, or failure to maintain the Product in accordance with manufacturer instructions.**

7.1.2.1.28. **Any failure or condition that results from abnormal usage of the Covered Product;**

7.1.2.1.29. **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.**

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

7.1.2.1.31. **With the exception of Consumer Electronics products, Coverage**

applies only while the Covered Product is stationary and in ordinary, intended residential (or approved commercial) use. Any damage arising while the Product is being moved, relocated, assembled, installed, transported, stored, or otherwise used outside its ordinary setting or purpose is excluded.

7.1.2.1.32. **Cosmetic damage and/or other damage that does not affect the unit's functionality.**

7.1.2.1.33. **"No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product.**

7.1.2.1.34. **This is a contract of indemnity and in the event that the damage is inconsequential, We reserve the right to close a claim with no further action when remediation is impossible, disproportionate to the value of the Product, or would exceed the Limit of Liability or result in over-indemnification.**

7.2. PREMIUM PLANS (inclusive of "ALL PLANS" coverage):

7.2.1. ACCIDENTAL DAMAGE IN HANDLING ("ADH"):

7.2.1.1. 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.** "Accidental Damage" is defined as physical damage caused by a single, isolated, unexpected, and unintentional incident. Coverage is contingent on the claimant providing a verifiable cause of loss with details and circumstances of the incident. **Damage arising from cumulative, repetitive, or progressive impacts, wear patterns, or related occurrences that collectively result in deterioration is expressly excluded.** Covered events must occur while the Product is under **Your** direct care, custody, or control (including that of your immediate household members or guests or an authorized transferee). **Any incident occurring while the Product is under the care, custody, or control of any other party is excluded.**

7.2.1.2. If needed, the replacement value of the **Covered Product** will be solely determined by **Mulberry**. **We** will determine the appropriate remedy (cleaning, repair, part-replacement, full replacement, or settlement) after evaluating the severity, location, and effect of the damage.

7.2.2. COMMERCIAL:

7.2.2.1. 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.

7.2.3. BATTERY:

7.2.3.1. 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. **Diminished battery capacity, range reduction, or lower efficiency that occurs with regular use is not covered.** Coverage only applies with complete **Breakdown,** such as a failure of battery to hold a charge. **We** reserve the right to fulfill battery-related claims using new, refurbished, or third-party components that restore functional operability. This may include batteries of like kind, similar quality, or equivalent performance characteristics.

7.2.4. USED PRODUCT:

7.2.4.1. 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)**.

7.2.5. PET DAMAGE:

7.2.5.1. 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.

7.2.5.2. Coverage applies only if indicated in Section 1 of this agreement.

7.2.5.3. When purchased, we will authorize **one** claim during the life of the agreement for pet-related damage as specified by the elected.

7.2.6. STAINS:

7.2.6.1. 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**.

7.2.7. PRICE GUARANTEE:

7.2.7.1. 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.

7.2.8. RETURN GUARANTEE:

7.2.8.1. 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.

7.2.9. **CASH BACK:**

7.2.9.1. 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.

7.3. CATEGORY-SPECIFIC PLANS:

7.3.1. **For Electronics**

7.3.1.1. WHAT IS COVERED

7.3.1.1.1. STANDARD PLANS also cover:

7.3.1.1.1.1. 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.

7.3.1.1.1.2. 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.

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

7.3.1.1.3. **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**.

7.3.1.1.4. **For Drones,** Coverage is for mechanical breakdown or parts replacement only as a result of a covered event.

7.3.1.2. WHAT IS NOT COVERED

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

7.3.1.2.1.1. 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;

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

7.3.1.2.1.3. 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;

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

7.3.1.2.1.5. For Computers and Peripheral Equipment:

7.3.1.2.1.5.1. Overheating caused by accumulation of dust, vermin or fan blockage~~,~~ misuse and abuse;

7.3.1.2.1.5.2. Any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges;

7.3.1.2.1.5.3. 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;

7.3.1.2.1.5.4. Corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; and

7.3.1.2.1.5.5. Toner and ink cartridges;

7.3.1.2.1.5.6. Cables.

7.3.1.2.1.6. For Drones

7.3.1.2.1.6.1. Replacement of the Drone is only covered in the event that the drone is available for diagnosis.

7.3.1.2.1.6.2. Loss or damage to drones caused by Your failure to use reasonable care, including but not limited to, Your failure to take proper pre-flight checkup measures (such as not reading instructions of flying tutorials) and properly charge or secure battery before use, flying past the line of sight, flying indoors, intentional crashes, reckless flying, and, racing.

7.3.1.2.1.6.3. Drone flying in weather conditions likely to cause crash (high winds, rain, snow, natural disasters, etc.

7.3.1.2.1.6.4. Drone flyaway, lost drones.

7.3.2. <u>For Video/Audio Equipment:</u>

7.3.2.1. STANDARD PLANS also cover:

7.3.2.1.1. 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.

7.3.2.1.2. 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.

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

7.3.3. <u>For Appliances:</u>

7.3.3.1. WHAT IS COVERED

7.3.3.1.1. STANDARD PLANS also cover:

7.3.3.1.1.1. 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.

7.3.3.1.1.2. 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.

7.3.3.1.1.3. 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).

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

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

7.3.3.1.1.6.

7.3.3.2. WHAT IS NOT COVERED

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

7.3.3.2.1.1. 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;

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

7.3.3.2.1.3. 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;

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

7.3.3.2.1.5. Use inconsistent with published user, operator or installation instructions.

7.3.3.2.1.6. In-home instruction on how to use your product.

7.3.3.2.1.7. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not

7.3.3.2.1.8. failures of the Product.

7.3.3.2.1.9. Any failure or damage caused by neglecting routine maintenance or cleaning required by the manufacturer (e.g., filter replacement, coil cleaning, descaling, vent or drain clearing).

7.3.3.2.1.10. External causes of any kind, including third party

actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; fortuitous events, acts of God or consequential loss of any nature;

7.3.4. <u>For Outdoor Appliances:</u>

7.3.4.1. STANDARD PLANS also cover:

7.3.4.1.1. 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.

7.3.4.1.2. 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.

7.3.4.1.3. 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).

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

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

7.3.4.2. WHAT IS NOT COVERED

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

7.3.4.2.1.1. 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;

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

7.3.4.2.1.3. 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;

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

7.3.4.2.1.5. Use inconsistent with published user, operator or installation instructions.

7.3.4.2.1.6. In-home instruction on how to use your product.

7.3.4.2.1.7. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not

7.3.4.2.1.8. failures of the Product.

7.3.4.2.1.9. Any failure or damage caused by neglecting routine

maintenance or cleaning required by the manufacturer (e.g., filter replacement, coil cleaning, descaling, vent or drain clearing).

7.3.4.2.1.10. External causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; fortuitous events, acts of God or consequential loss of any nature;

7.3.5. <u>For E-bikes, Bikes & Scooters (& Parts):</u>

7.3.5.1. WHAT IS COVERED

7.3.5.1.1. STANDARD PLANS also cover:

7.3.5.1.1.1. 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.

7.3.5.1.1.2. 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.

7.3.5.2. WHAT IS NOT COVERED

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

7.3.5.2.1.1. Batteries
7.3.5.2.1.2. Non-operating, cosmetic or external parts
7.3.5.2.1.3. Tires, tubes, any inflatable parts
7.3.5.2.1.4. Road-licensed products
7.3.5.2.1.5. Damage caused by a bike crash while riding;
7.3.5.2.1.6. Damage caused by collision with another object (ie, car runs over bike in driveway);
7.3.5.2.1.7. Cracks or damage to frames under any circumstances;
7.3.5.2.1.8. Willful abuse & neglect; and
7.3.5.2.1.9. Rust or corrosion.

7.3.6. <u>For Lighting:</u>

7.3.6.1. STANDARD PLANS also cover:

7.3.6.1.1. 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.

7.3.6.1.2. 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.

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

7.3.7. <u>For Rugs:</u>

7.3.7.1. WHAT IS COVERED

7.3.7.1.1. 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)**:**

7.3.7.1.1.1. Rips or tears

7.3.7.1.1.2. Seam separation

7.3.7.1.1.3. Stains resulting from beverages and food.

7.3.7.2. WHAT IS NOT COVERED

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

7.3.7.2.1.1. Damage from pets, unless the pet damage add-on plan is purchased;

7.3.7.2.1.2. Burns and heat marks longer than one inch in length;

7.3.7.2.1.3. Stains caused by the delivery of the Covered Product;

7.3.7.2.1.4. Stains of unknown origin;

7.3.7.2.1.5. 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;

7.3.7.2.1.6. 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;

7.3.7.2.1.7. Rugs located in screened rooms where the rug may be directly or indirectly exposed to the elements.

7.3.8. <u>For Indoor Furniture:</u>

7.3.8.1. WHAT IS COVERED

7.3.8.1.1. 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)**:**

7.3.8.1.1.1. All stain types;

7.3.8.1.1.2. Nail polish remover damage;

7.3.8.1.1.3. Burns and heat marks that are not caused by a fire;

7.3.8.1.1.4. Punctures, cuts, tears, or rips;

7.3.8.1.1.5. Seam separation;

7.3.8.1.1.6. Broken zippers or buttons;

7.3.8.1.1.7. 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;

7.3.8.1.1.8. Failure of integral electrical components;

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

7.3.8.1.1.10. Liquid marks and rings;

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

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

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

7.3.8.1.1.14. Loss of silvering on mirrors;

7.3.8.1.1.15. Warping;

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

7.3.8.1.1.17. Pet damage - single incident only - if indicated in Section 1 of this **Agreement**.

7.3.8.2. WHAT IS NOT COVERED

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

7.3.8.2.1.1. Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan;

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

7.3.8.2.1.3. 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;

7.3.8.2.1.4. Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.

7.3.8.2.1.5. 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;

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

7.3.8.2.1.7. 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;

7.3.8.2.1.8. Coverage applies only while the Covered Product is stationary and in ordinary, intended residential (or approved commercial) use. Any damage arising while the Product is being moved, relocated, assembled, installed, transported, stored, or otherwise used outside its ordinary setting or purpose is excluded.;

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

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

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

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

7.3.8.2.1.13. Failure to follow all manufacturer maintenance, storage, and operating instructions—proof of compliance (receipts, service records, photos) may be required. Claims arising from non-compliance are excluded.

7.3.8.2.1.14. Failure to take reasonable precautions to prevent further damage upon discovering any issue (e.g.,

discontinue use, isolate leaks, stop power) may void coverage.

7.3.9. **For Outdoor Furniture:**

7.3.9.1. WHAT IS COVERED

7.3.9.1.1. 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):

7.3.9.1.1.1. All stain types;
7.3.9.1.1.2. Punctures, cuts, tears, or rips;
7.3.9.1.1.3. Seam separation;
7.3.9.1.1.4. Burns & heat marks that are not caused by a fire;
7.3.9.1.1.5. Broken handles & hinges;
7.3.9.1.1.6. Liquid marks & rings;
7.3.9.1.1.7. Breakage, scratches, gouges, dents or chips;
7.3.9.1.1.8. Chips, scratches, or breakage of glass or mirrors;
7.3.9.1.1.9. Loss of silvering on mirrors;
7.3.9.1.1.10. Broken swivel, rocking & height-adjustment mechanisms;
7.3.9.1.1.11. Damaged umbrella ribs & arc mechanisms;
7.3.9.1.1.12. Damage to manufacturer-installed umbrella lighting;
7.3.9.1.1.13. Broken suspension straps on seating;
7.3.9.1.1.14. Broken welds;
7.3.9.1.1.15. Pet damage - single incident only - if indicated in Section 1 of this **Agreement**.

7.3.9.2. WHAT IS NOT COVERED

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

7.3.9.2.1.1. Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan.
7.3.9.2.1.2. Any stain or damage that is not specifically listed, wear-and-tear
7.3.9.2.1.3. 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;
7.3.9.2.1.4. Damage, deterioration, discoloration, corrosion, fading, mold, mildew, rust, or other changes arising from weather, moisture, sunlight, temperature fluctuation, or any prolonged environmental exposure is excluded.
7.3.9.2.1.5. Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.
7.3.9.2.1.6. 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;

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

7.3.9.2.1.8. 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;

7.3.9.2.1.9. Coverage applies only while the Covered Product is stationary and in ordinary, intended residential (or approved commercial) use. Any damage arising while the Product is being moved, relocated, assembled, installed, transported, stored, or otherwise used outside its ordinary setting or purpose is excluded.

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

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

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

7.3.9.2.1.13. Failure to follow all manufacturer maintenance, storage, and operating instructions—proof of compliance (receipts, service records, photos) may be required. Claims arising from non-compliance are excluded.

7.3.9.2.1.14. Failure to take reasonable precautions to prevent further damage upon discovering any issue (e.g., discontinue use, isolate leaks, stop power) may void coverage.

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

7.3.10. <u>For Luggage & Bags:</u>

7.3.10.1. WHAT IS COVERED

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

7.3.10.1.1.1. Rips or tears;

7.3.10.1.1.2. Seam separation;

7.3.10.1.1.3. Broken zippers, wheels or handles;

7.3.10.1.1.4. Minor burn or heat marks up to one inch in length;

7.3.10.1.1.5. Stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors)

7.3.10.2. WHAT IS NOT COVERED

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

7.3.10.2.1.1. Damage from impact from or with a vehicle;

7.3.10.2.1.2. Damage caused by airlines and other transportation providers;

7.3.10.2.1.3. Burns and heat marks longer than one inch in length;

7.3.10.2.1.4. Stains caused by the delivery of the Covered Product;

stains of unknown origin;

7.3.10.2.1.5. 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;

7.3.10.2.1.6. 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;

7.3.10.2.1.7. X- coded fabrics; non-colorfast materials;

7.3.10.2.1.8. Peeling, cracking or color loss on vinyl, leather or bi-cast leather products.

7.3.11. **For Mattresses:**

7.3.11.1. 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)**:**

7.3.11.1.1. Stains resulting from beverages, food, human or pet bodily fluids (**excluding the elimination of odors**);

7.3.11.1.2. Structural **Breakdown**

7.3.12. **For Jewelry:**

7.3.12.1. WHAT IS COVERED

7.3.12.1.1. STANDARD PLANS also cover:

7.3.12.1.1.1. 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:

7.3.12.1.1.1.1. Broken, bent or worn prongs, clasps and hinges;

7.3.12.1.1.1.2. Knotted or broken links in necklaces and bracelets;

7.3.12.1.1.1.3. Broken or lost pins and earring posts;

7.3.12.1.1.1.4. Restringing of stretched pearl necklaces;

7.3.12.1.1.1.5. Re-shanking.

7.3.12.1.1.2. STANDARD PLANS also include the following services for the **Covered Product**:

7.3.12.1.1.2.1. Refinishing and polishing;

7.3.12.1.1.2.2. White gold rhodium plating;

7.3.12.1.1.2.3. Earring repair;

7.3.12.1.1.2.4. Chain soldering;

7.3.12.1.1.2.5. Resetting diamonds and gemstones;

7.3.12.1.1.2.6. Repair of chipped or cracked stones (including center stones);

7.3.12.1.1.2.7. Replacement for loss of diamond or gemstone center stones or side/enhancement stones up to a maximum of the limit of liability as stated in Section 1 of this **Agreement**, due to a defect in the setting.

7.3.12.2. WHAT IS NOT COVERED

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

7.3.12.2.1.1.1. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered

items.

7.3.13. **For Watches:**

7.3.13.1. WHAT IS COVERED

7.3.13.1.1. STANDARD PLANS also cover:

7.3.13.1.1.1. Battery replacement

7.3.13.1.1.2. Replacement for loss of stones from bezel up to a maximum of 0.10 carat.

7.3.13.1.1.3. Mechanical failure of watches

7.3.13.1.1.4. Breakage of stem or band, case and crystal.

7.3.13.2. WHAT IS NOT COVERED

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

7.3.13.2.1.1. Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.

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

7.3.14.1. WHAT IS COVERED

7.3.14.1.1. STANDARD PLANS also cover:

7.3.14.1.1.1. 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.

7.3.14.1.1.2. 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.

7.3.14.2. WHAT IS NOT COVERED

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

7.3.14.2.1.1. Normal wear and tear;

7.3.14.2.1.2. Tune-ups;

7.3.14.2.1.3. Damage caused by neglect;

7.3.14.2.1.4. Improper operation;

7.3.14.2.1.5. Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;

7.3.14.2.1.6. Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;

7.3.14.2.1.7. Alteration or removal of parts;

7.3.14.2.1.8. Water entering engine cylinder(s) through exhaust system or carburetor(s);

7.3.14.2.1.9. Spark plugs;

7.3.14.2.1.10. Brake pads or lining;

7.3.14.2.1.11. Hoses;

7.3.14.2.1.12. Hose clamps;

7.3.14.2.1.13. Belts;

7.3.14.2.1.14. Batteries;

7.3.14.2.1.15. Shock absorbers;

7.3.14.2.1.16. Tires;

7.3.14.2.1.17. Cutting blades;
7.3.14.2.1.18. Gauge wheels;
7.3.14.2.1.19. Wheel balancing;
7.3.14.2.1.20. Alignments;
7.3.14.2.1.21. Cleaning of fuel and coolant systems;
7.3.14.2.1.22. Removal of carbon, varnish, sludge, or contaminants;
7.3.14.2.1.23. Necessary fuel and ignition system calibrations and adjustments;
7.3.14.2.1.24. Repair caused by normal product vibration;
7.3.14.2.1.25. Routine maintenance;
7.3.14.2.1.26. Fuses;
7.3.14.2.1.27. Filters;
7.3.14.2.1.28. Consumables;
7.3.14.2.1.29. Bulbs;
7.3.14.2.1.30. Exterior power cords;
7.3.14.2.1.31. Cosmetic adjustment or replacement;
7.3.14.2.1.32. Shell separating or cracking;
7.3.14.2.1.33. Paint changes;
7.3.14.2.1.34. Corrosion;
7.3.14.2.1.35. Rust;
7.3.14.2.1.36. Repair for grinding of valves to increase compression;
7.3.14.2.1.37. Oil consumption;
7.3.14.2.1.38. Stuck rings;
7.3.14.2.1.39. Shipping or freight;
7.3.14.2.1.40. Burned valves;
7.3.14.2.1.41. Tuliped valves;
7.3.14.2.1.42. Adhesives;
7.3.14.2.1.43. Shop supplies;
7.3.14.2.1.44. Road service calls;
7.3.14.2.1.45. Environmental charges;
7.3.14.2.1.46. Miscellaneous charges;
7.3.14.2.1.47. Internal or external corrosion, electrolysis, salt or any other environmental condition;
7.3.14.2.1.48. Inadequate or improper storage/lay up;
7.3.14.2.1.49. Loss or damage to optional equipment.

7.3.15. <u>For Lawn & Garden Accessories:</u>

7.3.15.1. STANDARD PLANS also cover:

7.3.15.1.1. 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.

7.3.15.1.2. 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.

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

7.3.16. <u>For Fitness Equipment:</u>

7.3.16.1. WHAT IS COVERED

7.3.16.1.1. STANDARD PLANS also cover:

7.3.16.1.1.1. Repair and replacement of functional factory-installed belts, including treadmill walking belts and rollers, required for the performance of the **Covered Product**.

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

7.3.16.2. WHAT IS NOT COVERED

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

7.3.16.2.1.1. Failure of non-operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls;

7.3.16.2.1.2. Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and

7.3.16.2.1.3. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

7.3.17. <u>For Sporting Goods:</u>

7.3.17.1. WHAT IS COVERED

7.3.17.1.1. STANDARD PLANS also cover:

7.3.17.1.1.1. 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.

7.3.17.1.1.2. 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.

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

7.3.17.2. WHAT IS NOT COVERED

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

7.3.17.2.1.1. Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

7.3.18. <u>For Optical:</u>

7.3.18.1. STANDARD PLANS also cover:

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

7.3.18.1.2. **Coverage** is provided for frame warping or bending, breakdowns caused by defective loose components or missing parts, such as lenses.

7.3.18.1.3. For smart glasses, we will repair or replace the **Covered Product** when required due to a breakdown. Non-original parts may be used

for repair of the product if the manufacturer's parts are unavailable. At **Our** sole discretion, **We** may require that **You** return the covered product to us as a condition of receiving a replacement product.

7.3.18.2. **ADH PLANS** cover Cracked or scratched lenses due to an accident; cracked frames due to an accident; and damage as outlined in the "Premium Plans" section of this **Agreement**.

7.3.19. **For Home Goods:**

7.3.19.1. **STANDARD PLANS also cover:**

7.3.19.1.1. 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.

7.3.19.1.2. 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.

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

7.3.19.3. **STAIN PLANS**, if purchased, also cover:

7.3.19.3.1. All stain types.

7.3.20. **For Bed & Bath:**

7.3.20.1. **STANDARD PLANS also cover:**

7.3.20.1.1. 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.

7.3.20.1.2. 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).

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

7.3.20.3. **STAIN PLANS**, if purchased, also cover:

7.3.20.3.1. All stain types.

7.3.21. **For Apparel:**

7.3.21.1. **STANDARD PLANS also cover:**

7.3.21.1.1. Rips or tears;

7.3.21.1.2. Seam separation;

7.3.21.1.3. Broken zippers;

7.3.21.1.4. Minor burn or heat marks up to one inch in length

7.3.21.2. **STAIN PLANS**, if purchased, also cover:

7.3.21.2.1. All stain types.

7.3.22. **For Plumbing & Electrical:**

7.3.22.1. **STANDARD PLANS also cover:**

7.3.22.1.1. 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.

7.3.22.1.2. 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.

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

7.3.22.2.1. Correction of, or reimbursement for, any repairs made by You or anyone You hire, unless previously approved by Mulberry;

7.3.22.2.2. Assessing, remediating or abating mold or notifying You of any mold that may be present in Your home;

7.3.22.2.3. 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;

7.3.22.2.4. 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;

7.3.22.2.5. Non-conforming drain lines (i.e. drain lines not directly connected to the public sewer system or Your septic tank);

7.3.22.2.6. Appliances, fittings, or fixtures, pressure reducing valves, or backflow prevention devices, pumps, or grinders;

7.3.22.2.7. Water supply and drainage systems that are frozen; thawing of frozen pipes

7.3.22.2.8. 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;

7.3.22.2.9. Repairs to any line that branches off the main line, such as lines for sprinklers, pools, hot tubs, and/or other outdoor systems;

7.3.22.2.10. 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;

7.3.22.2.11. Repairs to damage arising from the disconnection or interruption to the main electrical supply; transformers

7.3.22.2.12. 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.

7.3.23. **For Auto Parts:**

7.3.23.1. WHAT IS COVERED

7.3.23.1.1. STANDARD PLANS also cover:

7.3.23.1.1.1. 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.

7.3.24. **For Tire & Wheel**

7.3.24.1. TIRE REPAIR OR REPLACEMENT: We agree to repair, replace or, at **Our** sole discretion, reimburse **You** for the cost of a replacement of the **Covered Product** which during the term of this Plan becomes Unserviceable due to a Road Hazard covered under this Plan. **All other damage, including cosmetic damage that does not result in the Covered Product becoming Unserviceable, is excluded.** Any tire which requires replacement MUST BE AUTHORIZED BY US and photographic evidence must be provided to US during the claims process for inspection PRIOR to an approved replacement. Replacement will be made with a tire of like kind and quality to the original tire. **We** may use remanufactured or used replacement parts. This coverage is valid through the tread life of a tire (**3/32" or less is excluded**). In cases where replacement is not possible, **You** will be paid the Purchase Price of **Your Covered Product**, excluding sales tax, delivery, and handling.

7.3.24.2. WHEEL REPAIR OR REPLACEMENT: We agree to repair, replace or, at **Our** sole discretion, reimburse **You** for the cost of a replacement of the **Covered Product** which during the term of this Plan becomes Unserviceable due to a Road Hazard covered under this Plan. **All other damage, including cosmetic damage that does not result in the Covered Product becoming Unserviceable, is excluded.** Any wheel which requires replacement MUST BE AUTHORIZED BY US and photographic evidence must be provided to US during the claims process for inspection PRIOR to replacement. Replacement will be made with a wheel of like kind and quality to the original wheel. **We** may use remanufactured or used replacement parts. In cases where replacement is not possible, **You** will be paid the Purchase Price of **Your Covered Product**, excluding sales tax, delivery, and handling.

Note: If the damaged tire or wheel is part of a Set, We will not replace or reimburse You for the cost of undamaged components of the Set.

7.3.24.3. WHAT IS NOT COVERED

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

7.3.24.3.1.1. Covered Product damaged by abnormal use, misuse, neglect, accident, alteration, modification, or "tampering with";

7.3.24.3.1.2. **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;**

7.3.24.3.1.3. **Any damage that occurs outside the continental United States of America, Alaska, Hawaii or Canada;**

7.3.24.3.1.4. **Any cost other than the cost of the qualifying Covered Product;**

7.3.24.3.1.5. **Incidental or consequential damages even if caused by the failure of the Covered Product;**

7.3.24.3.1.6. **More than one replacement of the same Covered Part.**

7.3.24.3.2. **For Automotive / Marine / Powersport Batteries:**

7.3.24.3.2.1. **Used or pre-owned products;**

7.3.24.3.2.2. **Improper installation or attachments;**

7.3.24.3.2.3. **Batteries that are merely discharged;**

7.3.24.3.2.4. **Batteries used in vehicles for commercial use or in trucks over 1 ton;**

7.3.24.3.2.5. **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;**

7.3.24.3.2.6. **"No problem found" diagnosis;**

7.3.24.3.2.7. **Normal wear and tear;**

7.3.24.3.2.8. **Tune-ups;**

7.3.24.3.2.9. **Damage caused by neglect;**

7.3.24.3.2.10. **Improper operation;**

7.3.24.3.2.11. **Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;**

7.3.24.3.2.12. **Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;**

7.3.24.3.2.13. **Alteration or removal of parts;**

7.3.24.3.2.14. **Water entering engine cylinder(s) through exhaust system or carburetor(s);**

7.3.24.3.2.15. **Spark plugs;**

7.3.24.3.2.16. **Brake pads or lining;**

7.3.24.3.2.17. **Hoses;**

7.3.24.3.2.18. **Hose clamps;**

7.3.24.3.2.19. **Belts;**

7.3.24.3.2.20. **Shock absorbers;**

7.3.24.3.2.21. **Tires;**

7.3.24.3.2.22. **Cutting blades;**

7.3.24.3.2.23. **Gauge wheels;**

7.3.24.3.2.24. **Wheel balancing;**

7.3.24.3.2.25. **Alignments;**

7.3.24.3.2.26. **Cleaning of fuel and coolant systems;**

7.3.24.3.2.27. Removal of carbon, varnish, sludge, or contaminants;
7.3.24.3.2.28. Necessary fuel and ignition system calibrations and adjustments;
7.3.24.3.2.29. Repair caused by normal product vibration;
7.3.24.3.2.30. Routine maintenance;
7.3.24.3.2.31. Fuses;
7.3.24.3.2.32. Filters;
7.3.24.3.2.33. Consumables;
7.3.24.3.2.34. Bulbs;
7.3.24.3.2.35. Exterior power cords;
7.3.24.3.2.36. Cosmetic adjustment or replacement;
7.3.24.3.2.37. Shell separating or cracking;
7.3.24.3.2.38. Paint changes;
7.3.24.3.2.39. Corrosion;
7.3.24.3.2.40. Rust;
7.3.24.3.2.41. Repair for grinding of valves to increase compression;
7.3.24.3.2.42. Oil consumption;
7.3.24.3.2.43. Stuck rings;
7.3.24.3.2.44. Shipping or freight;
7.3.24.3.2.45. Burned valves;
7.3.24.3.2.46. Tuliped valves;
7.3.24.3.2.47. Adhesives;
7.3.24.3.2.48. Shop supplies;
7.3.24.3.2.49. Road service calls;
7.3.24.3.2.50. Environmental charges;
7.3.24.3.2.51. Miscellaneous charges;
7.3.24.3.2.52. Internal or external corrosion, electrolysis, salt or any other environmental condition;
7.3.24.3.2.53. Inadequate or improper storage/lay up;
7.3.24.3.2.54. Loss or damage to optional equipment.

7.3.24.3.3. For Tire & Wheel - What is Not Covered

7.3.24.3.3.1. GENERAL EXCLUSIONS: This Plan DOES NOT COVER OR PAY FOR:

7.3.24.3.3.1.1. Consequential loss or damage whatsoever, including loss, damage, or injury to person(s) or property, delay in rendering service under this Plan, or loss of use during the period You are awaiting a replacement covered by this Plan,
7.3.24.3.3.1.2. Damage while renting Your vehicle to someone else,
7.3.24.3.3.1.3. Damage while Your vehicle is being used for Commercial Use unless the option was selected and an additional charge applied,
7.3.24.3.3.1.4. Damage while Your vehicle is being used for snow plowing, competition, or speed events,

7.3.24.3.3.1.5. **Fraudulent representations to obtain this Agreement or when presenting a request for Replacement under this Agreement,**

7.3.24.3.3.1.6. **Damage that occurs outside the continental United States of America, Alaska, Hawaii, or Canada,**

7.3.24.3.3.1.7. **Shop supplies, cost of filling tires with nitrogen, or wheel locks,**

7.3.24.3.3.1.8. **Damage from not meeting the vehicle manufacturer's specifications regarding installation or alignment,**

7.3.24.3.3.1.9. **Damage to the Tire Pressure Monitoring System (TPMS), Cost of required maintenance of the Covered Product,**

7.3.24.3.3.1.10. **Damage that occurs during servicing,**

7.3.24.3.3.1.11. **Damage to Covered Products mounted on a vehicle with modifications that do not comply with the vehicle manufacturer's specifications, including if a replacement tire's tread depth will make other tires tread depth in non-conformance with manufacturer guidelines wherein other tires are not eligible for coverage,**

7.3.24.3.3.1.12. **Replacement of undamaged tires and/or wheels that are part of a Set,**

7.3.24.3.3.1.13. **Any pre-existing conditions.**

7.3.24.3.3.2. **ADDITIONAL TIRE AND WHEEL REPAIR OR REPLACEMENT EXCLUSIONS: The following are not covered:**

7.3.24.3.3.2.1. **Damage from off-road use, racing, collision or accident with another vehicle or fixed object, misuse, abuse, lack of proper maintenance, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, or fire,**

7.3.24.3.3.2.2. **Damage caused by fire, smoke, flood, other natural disaster, or act of God, theft, vandalism, or as a result of any other illegal activity,**

7.3.24.3.3.2.3. **Damage caused by driving on tires that are improperly inflated according to the manufacturer's recommended tire pressure,**

7.3.24.3.3.2.4. **Damage caused by being improperly mounted or balanced,**

7.3.24.3.3.2.5. **Damage or excessive wear caused by improper steering alignment,**

7.3.24.3.3.2.6. **Tires (and attached wheels) with tread depth of 3/32" or less at the lowest point on the tire at time of damage,**

7.3.24.3.3.2.7. **Damage caused by the installation, removal, or use of chains,**

7.3.24.3.3.2.8. **Damage caused as a result of a modification or conversion made to the Covered Product or the vehicle that is not approved by the original manufacturer of the Covered Product or the vehicle,**

7.3.24.3.3.2.9. **Damage that is covered by any other agreement, including warranties issued by the manufacturer or coverage under an existing insurance policy, or Roadside assistance company,**

7.3.24.3.3.2.10. **Damage that is the result of a manufacturer defect,**

7.3.24.3.3.2.11. **Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires and/or wheels,**

7.3.24.3.3.2.12. **Tire and/or wheel replacement that is not preauthorized by Us, unless otherwise permitted under this Plan,**

7.3.24.3.3.2.13. **Cost of mounting, balancing, new valve stems, or other related costs,**

7.3.24.3.3.2.14. **Loss that is not reported to Us within fifteen (15) days from the date the damage occurs,**

7.3.24.3.3.2.15. **Damage to the Covered Product from contact with the frame, body, or suspension of the vehicle,**

7.3.24.3.3.2.16. **Damage that is considered cosmetic (i.e., scuffs, scratches, discoloration),**

7.3.24.3.3.2.17. **Retreaded, regrooved or recapped tires,**

7.3.24.3.3.2.18. **Racing tires (including attached wheels),**

7.3.24.3.3.2.19. **Tires and/or wheels that fail to meet manufacturer's specifications,**

7.3.24.3.3.2.20. **Tires (including attached wheels) with 3/32" of an inch tread depth or less,**

7.3.24.3.3.2.21. **Wheel locks (including inconvenience caused by wheel locks), hubcaps, center caps, and wheel covers.**

7.3.25. <u>For Musical Instruments:</u>

7.3.25.1. **STANDARD PLANS also cover:**

7.3.25.1.1. 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.

7.3.25.1.2. 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.

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

7.3.26. **For General Merchandise:**

7.3.26.1. **STANDARD PLANS also cover:**

7.3.26.1.1. 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.

7.3.26.1.2. 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.

7.3.26.2. **STAIN PLANS**, if purchased, also cover:

7.3.26.2.1. 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.

8. Conditions

8.1. **Renewal:** Renewal of **Your** plan will be at **Mulberry's** discretion. Note, not all products are eligible for renewal.

8.2. **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.

8.3. **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.

8.4. **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.

8.5. **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.**

8.6. **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.

8.7. **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**.

8.8. **Lender's Single Interest**: In the event **Your** Covered Product is a leased or rent to own product, the lender of record has the right to the benefits of this **Agreement**. **You** promise to cooperate with **Mulberry** in coordinating services under this **Agreement** with **Your** lessor or other financial institution.

8.9. **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.

9. Legal Disclosures

9.1. BINDING ARBITRATION AND CLASS ACTION WAIVER:

9.1.1. 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").

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

9.1.3. 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**.

9.1.4. 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.

9.1.5. 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.

9.1.6. 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

10.1. **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.

10.2. **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, 602-364-3100**]**. Exclusions listed in the **Agreement** apply once the **Covered Product** is owned by **You**.

10.3. **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.

10.4. **California: Section 6.1.3.1 is replaced with the following:** ***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.***

I agree to continuous, the month-to-month payments until cancelled either by me or the Provider.

CANCELLATION section is amended as follows: 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 at Mulberry Shield, Inc., 228 Park Ave S PMB 697574, New York, NY 10003, 917-994-6394, help@getmulberry.com or login to Your dashboard at https://explore.getmulberry.com/login. ☐ ***Initial Here***

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.

10.5. **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.

10.6. **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.

10.7. **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**.

10.8. **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.

10.9. **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.

10.10. **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**.

10.11. **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**.

10.12. **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.

10.13. **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**.

10.14. **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**.

10.15. **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.

10.16. **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**.

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

10.18. **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**.

10.19. **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 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.

10.20. **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.

10.21. **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**.

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

10.23. **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**.

10.24. **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**.

10.25. **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.

10.26. **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.

10.27. **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**.

10.28. **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**.

10.29. **Utah: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.** 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.

10.30. **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.

10.31. **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.

10.32. **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.

10.33. **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.

ARCH TERMS & CONDITIONS
for plans sold after July 1, 2026

Mulberry Protection Plan

Service Agreement
Terms & Conditions

mulberry

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 **Covered 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. **Premium Plans**
   Details on premium plans.
9. **Category-Specific Plans**
   Details on category-specific plans.
10. **Conditions**
    Details on plan transfers, cancellations and more.
11. **Legal Disclosures**
    *Information on **Your** legal rights with Mulberry.*
12. **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: $300
Agreement Purchase Date: May 1, 2022
Agreement Purchase Price: $XXX.XX
Limit of Liability: (Y/N)
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
Pet Damage: Yes
Service Type: {Repair or Replacement}
Service Location: {On-site, Depot or Mail-In/Carry-In}
Payment Frequency: {One-Time Pay, Monthly Pay, 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 First Shield Consumer Service Corporation 2345 Grand Boulevard, Kansas City Missouri 64018, 844-827-9992 and in the State of Florida, where the Provider is First Shield Consumer Service Corporation of Florida, Inc., 2345 Grand Boulevard, Kansas City, Missouri 64108 – License #43785, 844-827-9992.

2.2. "You" and "Your": The original purchaser of the Covered Product or the owner of the Covered Product to whom the 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 in the State Requirements and Disclosures section.

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. "Limit of Liability*": The maximum total benefit payable for a single Covered Product. It equals the product's original purchase price, as shown on Your Receipt, exclusive of shipping, delivery, installation, disposal, taxes, and any other ancillary charges. *If purchased and indicated in Section 1: Your Agreement Information, selected premium plans do not have a Limit of Liability.

2.7. "Agreement Purchase Price": The amount You paid for the purchase of this Agreement as reflected in Section 1: Your Agreement Information and on Your Receipt applicable to the purchase of the Covered Product.

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. Gradual wear and tear — even if accelerated or "unusual" — must directly cause a measurable mechanical failure to be considered. Please refer to the provisions under the WHAT IS NOT COVERED sub-sections in both the Premium Plans section and any applicable Category-Specific Plans section(s) for a listing of conditions under which the failure of a Covered Product is not considered a Breakdown.

2.9. "Accidental Damage from Handling (ADH)": Physical damage to the Covered Product resulting from a single, sudden, unintentional, and identifiable event occurring during ordinary, stationary use. Excludes accumulated or progressive damage from continual or multiple events. For a complete list of coverage criteria and exclusions for Accidental Damage, Section 7.1.2 (WHAT IS NOT COVERED), Section 8.1 (ACCIDENTAL DAMAGE FROM HANDLING, and any applicable sub-sections in Section 9 (CATEGORY-SPECIFIC PLANS).

2.10 "Receipt" is the printed paper, invoice or electronic record You received upon Your purchase of the **Covered Product** that includes the purchase and price of this **Agreement**.

2.11 "Date of Purchase" is that date shown in Section 1 indicating the date this Agreement was purchased.

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** Receipt, for the **Covered 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, and take reasonable steps to prevent foreseeable damage.

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. **DAMAGE THAT OCCURRED PRIOR TO THE PLAN PURCHASE DATE IS NOT COVERED.** (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. **Covered 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. Damage that occurred prior to the **Agreement** Start Date is not covered.

4.4. If **You** or any third-party service attempts to clean, repair, or alter the **Covered Product** before **We** authorize service, and that action obscures, worsens, or prevents accurate assessment of the original damage, the claim may be denied.

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

4.6. 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**.

4.7. 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 terminated effective as of date of refund and no further action to repair or replace **Your Covered Product** will be considered.

4.8. **You** must timely provide photographs, serial numbers, proof of purchase, incident narratives, inspection reports, or other documentation reasonably requested. Failure to supply requested materials may result in claim denial.

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 and have no liability 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. Payment Frequency

6.1 Single-Payment Plans:

If **You** paid for **Your Agreement** in one payment, the Term **You** purchased is indicated in the Section 1: YOUR AGREEMENT INFORMATION section of this **Agreement** and only changes if it is renewed or cancelled, or **Our** obligations under the plan become fulfilled.

6.2 Monthly-Paid Plans:

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 **Agreement** become fulfilled, **You** authorize **Mulberry** to charge **Your** credit or debit card for the amount specified on **Your** payment receipt. **Your** account must be current to receive service. For Monthly-Paid Plans, **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.

6.3 Continuous Monthly Plans:

If **You** select a plan that automatically renews on a month-to-month basis, coverage under **Your Agreement** 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 Continuous Monthly Plans, **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**

7.1 ALL PLANS:

7.1.1 WHAT IS COVERED

7.1.1.1 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 **Covered 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**.

7.1.1.2 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.

7.1.1.3 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**.

7.1.1.4 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**.

7.1.1.5 Unless there is no Limit of Liability selected in Section 1 for your Covered Product 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.

7.1.1.6 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 **Mulberry**.

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

7.1.2 **WHAT IS NOT COVERED (ALL PLANS) 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).**

7.1.2.1 Products that were originally sold without a manufacturer's warranty or retailer return policy of (in either case) at least 30-days;

7.1.2.2 Product failures as a result of manufacturing defects when a manufacturer's warranty is active. Please refer directly to the manufacturer or Selling Retailer for such failures, when applicable;

7.1.2.3 Failures first occurring during any manufacturer or retailer warranty period remain the responsibility of that warranty provider.

7.1.2.4 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;

7.1.2.5 Cleaning; periodic checkups; preventive;

7.1.2.6 If an authorized service center or technician determines that the reported condition is excluded under the terms of this contract, or no

mechanical fault is found, the claim may be denied and no further action will be taken for that claim under this contract.

7.1.2.7 Any and all pre-existing conditions that occur prior to the effective date of this Agreement;

7.1.2.8 Any product sold "as is", including but not limited to floor models, demonstrations models, etc., unless the used add-on plan is purchased;

7.1.2.9 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 Covered Product, including but not limited to [batteries], light bulbs, etc.;

7.1.2.10 Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.

7.1.2.11 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;

7.1.2.12 External causes of any kind, including third party actions; fire; theft; insects; animals; mold, infestations, exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; fortuitous events, acts of God or consequential loss of any nature;

7.1.2.13 Damage caused by commercial third-party actions is excluded.

7.1.2.14 Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;

7.1.2.15 Losses arising after You, a service provider, or any third party attempts to clean, repair, modify, or otherwise remediate damage prior to acceptance or authorization of the claim or service are excluded if those actions worsen the condition, conceal the original damage, or prevent accurate assessment of the claim.

7.1.2.16 Incidental, consequential or secondary damages

7.1.2.17 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;

7.1.2.18 Any Covered Product used in a commercial setting or rental basis unless You purchased a Commercial plan;

7.1.2.19 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;

7.1.2.20 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";

7.1.2.21 Unauthorized repairs and/or parts;

7.1.2.22 Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein;

7.1.2.23 Accessories used in conjunction with a Covered Product including remote controls, unless otherwise indicated in "What is Covered";

7.1.2.24 Product consumables, non-operational components, add-on accessories, or any other parts or materials that are designed to be consumed during the life of the Covered Product. This includes, but is not limited to, batteries, light bulbs, filters, cartridges, belts, cleaning discs, and other expendable or single-use components.

7.1.2.25 Any other loss or damage other than a covered failure;

7.1.2.26 Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this Agreement;

7.1.2.27 Any loss arising from intentional, willful, reckless, or negligent acts—including but not limited to deliberate misuse, failure to take reasonable preventative measures, or failure to maintain the Covered Product in accordance with manufacturer instructions.

7.1.2.28 Any failure or condition that results from abnormal usage of the Covered Product;

7.1.2.29 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.

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

7.1.2.31 With the exception of Consumer Electronics products, Coverage applies only while the Covered Product is stationary and in ordinary, intended residential (or approved commercial) use. Any damage arising while the Covered Product is being moved, relocated, assembled, installed, transported, stored, or otherwise used outside its ordinary setting or purpose is excluded.

7.1.2.32 Cosmetic damage and/or other damage that does not affect the unit's functionality.

7.1.2.33 "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Covered Product.

7.1.2.34 This is a contract of indemnity and in the event that the damage is inconsequential, We reserve the right to close a claim with no further action when remediation is impossible, disproportionate to the value of the Covered Product, or would exceed the Limit of Liability or result in over-indemnification.

8. PREMIUM PLANS (inclusive of "ALL PLANS" coverage):

8.1 ACCIDENTAL DAMAGE FROM HANDLING ("ADH"):

8.1.1 If **You** purchased a plan with ADH coverage, the **Covered Product** is protected against accidental damage from 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" sections of this **Agreement**. Coverage is contingent on the claimant providing a verifiable cause of loss with details and circumstances of the incident. **Damage arising from cumulative, repetitive, or progressive impacts, wear patterns, or related occurrences that collectively result in deterioration is expressly excluded.** Covered events must occur while the **Covered Product** is under **Your** direct care, custody, or control (including that of **Your** immediate household members or guests or an authorized transferee). **Any incident occurring while the Covered Product is under the care, custody, or control of any other party is excluded.**

8.1.1.1 If needed, the replacement value of the **Covered Product** will be solely determined by **Mulberry**. **We** will determine the appropriate remedy (cleaning, repair, part-replacement, full replacement, or settlement) after evaluating the severity, location, and effect of the damage.

8.2 COMMERCIAL:

8.2.1 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 **Covered Product Date of Purchase** or installation/delivery and continue for the

period of time indicated in "**Your** Agreement Information", **Your** 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.

8.3 BATTERY:

8.3.1 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. **Diminished battery capacity, range reduction, or lower efficiency that occurs with regular use is not covered.** Coverage only applies with complete **Breakdown**, such as a failure of battery to hold a charge. **We** reserve the right to fulfill battery-related claims using new, refurbished, or third-party components that restore functional operability. This may include batteries of like kind, similar quality, or equivalent performance characteristics.

8.4 USED PRODUCT:

8.4.1 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).

8.5 PET DAMAGE:

8.5.1 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.

8.5.2 Coverage applies only if indicated in Section 1 of this **Agreement**.

8.5.2.1 When purchased, **We** will authorize one claim during the life of the **Agreement** for pet-related damage as specified by the elected.

8.6 STAINS:

8.6.1 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**.

8.7 PRICE GUARANTEE:

8.7.1 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**.

8.8 RETURN GUARANTEE:

8.8.1 If purchased, **Mulberry** will provide a reimbursement of a percentage of the cost of the **Covered Product**, in the event the Covered 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.

8.9 CASH BACK :

8.9.1 If purchased, **Mulberry** will provide cash back to **You** based on a percentage of the Retail Price Paid (Agreement Purchase Price), in the event that **You** file for Cash Back within 60 days of this **Agreement** End Date shown in the YOUR AGREEMENT INFORMATION section above.

9. CATEGORY-SPECIFIC PLANS:

9.1 For Electronics

9.1.1 WHAT IS COVERED

9.1.1.1 STANDARD PLANS also cover:

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

9.1.1.1.2 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.

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

9.1.1.3 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**.

9.1.1.4 For Drones, Coverage is for mechanical breakdown or parts replacement only as a result of a covered event.

9.1.2 WHAT IS NOT COVERED

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

9.1.2.1.1 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;

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

9.1.2.1.3 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;

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

9.1.2.1.5 For Computers and Peripheral Equipment:

9.1.2.1.5.1 Overheating caused by accumulation of dust, vermin or fan blockage~~;~~ misuse and abuse;

9.1.2.1.5.2 Any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges;

9.1.2.1.5.3 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;

9.1.2.1.5.4 Corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; and

9.1.2.1.5.5 Toner and ink cartridges;

9.1.2.1.5.6 Cables.

9.1.2.1.6 For Drones

9.1.2.1.6.1 Replacement of the Drone is only covered in the event that the drone is available for diagnosis.

9.1.2.1.6.2 Loss or damage to drones caused by Your failure to use reasonable care, including but not limited to, Your failure to take proper pre-flight checkup measures (such as not reading instructions of flying tutorials) and properly charge or secure battery before use, flying past the line of sight, flying indoors, intentional crashes, reckless flying, and, racing.

9.1.2.1.6.3 Drone flying in weather conditions likely to cause crash (high winds, rain, snow, natural disasters, etc.

9.1.2.1.6.4 Drone flyaway, lost drones.

9.2 For Video/Audio Equipment:

9.2.1 STANDARD PLANS also cover:

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

9.2.1.2 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.

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

9.3 For Appliances:

9.3.1 WHAT IS COVERED

9.3.1.1 STANDARD PLANS also cover:

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

9.3.1.1.2 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.

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

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

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

9.3.2 WHAT IS NOT COVERED

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

9.3.2.1.1 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;

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

9.3.2.1.1.2 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;

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

9.3.2.1.1.4 Use inconsistent with published user, operator or installation instructions.

9.3.2.1.1.5 In-home instruction on how to use Your Covered Product.

9.3.2.1.1.6 "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Covered Product.

9.3.2.1.1.7 Any failure or damage caused by neglecting routine maintenance or cleaning required by the manufacturer (e.g., filter replacement, coil cleaning, descaling, vent or drain clearing).

9.3.2.1.1.8 External causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; fortuitous events, acts of God or consequential loss of any nature;

9.4 For Outdoor Appliances:

9.4.1 STANDARD PLANS also cover:

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

9.4.1.2 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.

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

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

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

9.4.2 WHAT IS NOT COVERED

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

9.4.2.1.1 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;

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

9.4.2.1.3 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;

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

9.4.2.1.5 Use inconsistent with published user, operator or installation instructions.

9.4.2.1.6 In-home instruction on how to use Your Covered Product.

9.4.2.1.7 "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Covered Product.

9.4.2.1.8 Any failure or damage caused by neglecting routine maintenance or cleaning required by the manufacturer (e.g., filter replacement, coil cleaning, descaling, vent or drain clearing).

9.4.2.1.9 External causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; fortuitous events, acts of God or consequential loss of any nature;

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

9.5.1 WHAT IS COVERED

9.5.1.1 STANDARD PLANS also cover:

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

9.5.1.1.2 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.

9.5.2 WHAT IS NOT COVERED

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

9.5.2.1.1 Batteries
9.5.2.1.2 Non-operating, cosmetic or external parts
9.5.2.1.3 Tires, tubes, any inflatable parts
9.5.2.1.4 Road-licensed products
9.5.2.1.5 Damage caused by a bike crash while riding;
9.5.2.1.6 Damage caused by collision with another object (ie, car runs over bike in driveway);
9.5.2.1.7 Cracks or damage to frames under any circumstances;
9.5.2.1.8 Willful abuse & neglect; and
9.5.2.1.9 Rust or corrosion.

9.6 For Lighting:

9.6.1 STANDARD PLANS also cover:

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

9.6.1.2 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.

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

9.7 For Rugs:

9.7.1 WHAT IS COVERED

9.7.1.1 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):

9.7.1.1.1 Rips or tears
9.7.1.1.2 Seam separation
9.7.1.1.3 Stains resulting from beverages and food.

9.7.1.2 WHAT IS NOT COVERED

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

9.7.1.2.1.1 Damage from pets, unless the pet damage add-on plan is purchased and indicated in Section 1 YOUR AGREEMENT INFORMATION;
9.7.1.2.1.2 Burns and heat marks longer than one inch in length;
9.7.1.2.1.3 Stains caused by the delivery of the Covered Product;
9.7.1.2.1.4 Stains of unknown origin;
9.7.1.2.1.5 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;
9.7.1.2.1.6 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;

9.7.1.2.1.7 Rugs located in screened rooms where the rug may be directly or indirectly exposed to the elements.

9.8 For Indoor Furniture:

9.8.1 WHAT IS COVERED

9.8.1.1 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):

9.8.1.1.1 All stain types;
9.8.1.1.2 Nail polish remover damage;
9.8.1.1.3 Burns and heat marks that are not caused by a fire;
9.8.1.1.4 Punctures, cuts, tears, or rips;
9.8.1.1.5 Seam separation;
9.8.1.1.6 Broken zippers or buttons;
9.8.1.1.7 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;
9.8.1.1.8 Failure of integral electrical components;
9.8.1.1.9 Lifting or incident-specific chipping of veneers or laminates exposing the substrate;
9.8.1.1.10 Liquid marks and rings;
9.8.1.1.11 Breakage, scratches, gouges, dents or chips;
9.8.1.1.12 Checking, cracking, bubbling, or peeling of the finish;
9.8.1.1.13 Chips, scratches, or breakage of glass or mirrors;
9.8.1.1.14 Loss of silvering on mirrors;
9.8.1.1.15 Warping;
9.8.1.1.16 Fading from the sun;
9.8.1.1.17 Breakage of hinges, handles, draw glides, pulls, nail-head trim;
9.8.1.1.18 Pet damage - single incident only - if indicated in Section 1 of this **Agreement**.

9.8.2 WHAT IS NOT COVERED

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

9.8.2.1.1 Any stain or damage if You have not fulfilled Your responsibilities as described in this Plan;
9.8.2.1.2 Any stain or damage that is not specifically listed, wear-and-tear;
9.8.2.1.3 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;
9.8.2.1.4 Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.
9.8.2.1.5 All pre-existing stains or damage to the Covered Product occurring prior to the Agreement Start Date, including stains or damage occurring to floor samples or other furniture sold "as-is" before delivery;
9.8.2.1.6 Odors, including odors that remain after a visible stain is cleaned;
9.8.2.1.7 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;
9.8.2.1.8 Coverage applies only while the Covered Product is stationary and in ordinary, intended residential (or approved

commercial) use. Any damage arising while the Covered Product is being moved, relocated, assembled, installed, transported, stored, or otherwise used outside its ordinary setting or purpose is excluded.;

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

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

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

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

9.8.2.1.13 Failure to follow all manufacturer maintenance, storage, and operating instructions—proof of compliance (receipts, service records, photos) may be required. Claims arising from non-compliance are excluded.

9.8.2.1.14 Failure to take reasonable precautions to prevent further damage upon discovering any issue (e.g., discontinue use, isolate leaks, stop power) may void coverage.

9.9 For Outdoor Furniture:

9.9.1 WHAT IS COVERED

9.9.1.1 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):

9.9.1.1.1 All stain types;
9.9.1.1.2 Punctures, cuts, tears, or rips;
9.9.1.1.3 Seam separation;
9.9.1.1.4 Burns & heat marks that are not caused by a fire;
9.9.1.1.5 Broken handles & hinges;
9.9.1.1.6 Liquid marks & rings;
9.9.1.1.7 Breakage, scratches, gouges, dents or chips;
9.9.1.1.8 Chips, scratches, or breakage of glass or mirrors;
9.9.1.1.9 Loss of silvering on mirrors;
9.9.1.1.10 Broken swivel, rocking & height-adjustment mechanisms;
9.9.1.1.11 Damaged umbrella ribs & arc mechanisms;
9.9.1.1.12 Damage to manufacturer-installed umbrella lighting;
9.9.1.1.13 Broken suspension straps on seating;
9.9.1.1.14 Broken welds;
9.9.1.1.15 Pet damage - single incident only - if indicated in Section 1 of this **Agreement**.

9.9.2 WHAT IS NOT COVERED

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

9.9.2.1.1 Any stain or damage if You have not fulfilled Your responsibilities as described in this Agreement.

9.9.2.1.2 Any stain or damage that is not specifically listed, wear-and-tear;

9.9.2.1.3 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;

9.9.2.1.4 Damage, deterioration, discoloration, corrosion, fading, mold, mildew, rust, or other changes arising from weather, moisture, sunlight, temperature fluctuation, or any prolonged environmental exposure is excluded.

9.9.2.1.5 Accumulated or progressive damage—defined as two (2) or more distinct impacts, wear patterns, or events developing over time (e.g., gradual fraying, multiple scratches)—is excluded. Coverage applies only to a single, discrete, sudden and identifiable incident.

9.9.2.1.6 All pre-existing stains or damage to the Covered Product occurring prior to the Agreement Start Date, including stains or damage occurring to floor samples or other furniture sold "as-is" before delivery;

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

9.9.2.1.8 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;

9.9.2.1.9 Coverage applies only while the Covered Product is stationary and in ordinary, intended residential (or approved commercial) use. Any damage arising while the Covered Product is being moved, relocated, assembled, installed, transported, stored, or otherwise used outside its ordinary setting or purpose is excluded.

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

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

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

9.9.2.1.13 Failure to follow all manufacturer maintenance, storage, and operating instructions—proof of compliance (receipts, service records, photos) may be required. Claims arising from non-compliance are excluded.

9.9.2.1.14 Failure to take reasonable precautions to prevent further damage upon discovering any issue (e.g., discontinue use, isolate leaks, stop power) may void coverage.

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

9.10 For Luggage & Bags:

9.10.1 WHAT IS COVERED

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

9.10.1.1.1 Rips or tears;

9.10.1.1.2 Seam separation;

9.10.1.1.3 Broken zippers, wheels or handles;

9.10.1.1.4 Minor burn or heat marks up to one inch in length;

9.10.1.1.5 Stains resulting from beverages, food, human or pet bodily fluids (**excluding the elimination of odors**).

9.10.2 WHAT IS NOT COVERED

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

9.10.2.1.1 Damage from impact from or with a vehicle;

9.10.2.1.2 Damage caused by airlines and other transportation providers;

9.10.2.1.3 Burns and heat marks longer than one inch in length;

9.10.2.1.4 Stains caused by the delivery of the Covered Product; stains of unknown origin;

9.10.2.1.5 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;

9.10.2.1.6 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;

9.10.2.1.7 X- coded fabrics; non-colorfast materials;

9.10.2.1.8 Peeling, cracking or color loss on vinyl, leather or bi-cast leather products.

9.11 For Mattresses:

9.11.1 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):

9.11.1.1 Stains resulting from beverages, food, human or pet bodily fluids (**excluding the elimination of odors**);

9.11.1.2 Structural **Breakdown**

9.12 For Jewelry:

9.12.1 WHAT IS COVERED

9.12.1.1 STANDARD PLANS also cover:

9.12.1.1.1 Parts and labor necessary to repair or replace the **Covered Product**, at **Our** discretion, only in the event of **Breakdown** or the following defects in manufacturer's workmanship and/or material:

9.12.1.1.1.1 Broken, bent or worn prongs, clasps and hinges;

9.12.1.1.1.2 Knotted or broken links in necklaces and bracelets;

9.12.1.1.1.3 Broken or lost pins and earring posts;

9.12.1.1.1.4 Restringing of stretched pearl necklaces;

9.12.1.1.1.5 Re-shanking.

9.12.1.2 STANDARD PLANS also include the following services for the **Covered Product**:

9.12.1.2.1 Refinishing and polishing;

9.12.1.2.2 White gold rhodium plating;

9.12.1.2.3 Earring repair;

9.12.1.2.4 Chain soldering;

9.12.1.2.5 Resetting diamonds and gemstones;

9.12.1.2.6 Repair of chipped or cracked stones (including center stones);

9.12.1.2.7 Replacement for loss of diamond or gemstone center stones or side/enhancement stones up to a maximum of the limit of liability as stated in Section 1 of this **Agreement**, due to a defect in the setting.

9.12.2 WHAT IS NOT COVERED

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

9.12.2.1.1 Damaged, lost or stolen gem stones, beads or bands, unless otherwise noted under covered items.

9.13 For Watches:

9.13.1 WHAT IS COVERED

9.13.1.1 STANDARD PLANS also cover:

9.13.1.1.1 Battery replacement

9.13.1.1.2 Replacement for loss of stones from bezel up to a maximum of 0.10 carat.

9.13.1.1.3 Mechanical failure of watches

9.13.1.1.4 Breakage of stem or band, case and crystal.

9.13.2 WHAT IS NOT COVERED

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

9.13.2.1.1 Damaged, lost or stolen gemstones, beads or bands, unless otherwise noted under covered items.

9.14 For Lawn, Garden & Tools:

9.14.1 WHAT IS COVERED

9.14.1.1 STANDARD PLANS also cover:

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

9.14.1.1.2 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.

9.14.2 WHAT IS NOT COVERED

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

9.14.2.1.1 Normal wear and tear;
9.14.2.1.2 Tune-ups;
9.14.2.1.3 Damage caused by neglect;
9.14.2.1.4 Improper operation;
9.14.2.1.5 Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;
9.14.2.1.6 Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;
9.14.2.1.7 Alteration or removal of parts;
9.14.2.1.8 Water entering engine cylinder(s) through exhaust system or carburetor(s);
9.14.2.1.9 Spark plugs;
9.14.2.1.10 Brake pads or lining;
9.14.2.1.11 Hoses;
9.14.2.1.12 Hose clamps;
9.14.2.1.13 Belts;
9.14.2.1.14 Batteries;
9.14.2.1.15 Shock absorbers;
9.14.2.1.16 Tires;
9.14.2.1.17 Cutting blades;
9.14.2.1.18 Gauge wheels;
9.14.2.1.19 Wheel balancing;
9.14.2.1.20 Alignments;
9.14.2.1.21 Cleaning of fuel and coolant systems;
9.14.2.1.22 Removal of carbon, varnish, sludge, or contaminants;
9.14.2.1.23 Necessary fuel and ignition system calibrations and adjustments;
9.14.2.1.24 Repair caused by normal product vibration;
9.14.2.1.25 Routine maintenance;
9.14.2.1.26 Fuses;
9.14.2.1.27 Filters;
9.14.2.1.28 Consumables;
9.14.2.1.29 Bulbs;
9.14.2.1.30 Exterior power cords;
9.14.2.1.31 Cosmetic adjustment or replacement;
9.14.2.1.32 Shell separating or cracking;
9.14.2.1.33 Paint changes;
9.14.2.1.34 Corrosion;
9.14.2.1.35 Rust;
9.14.2.1.36 Repair for grinding of valves to increase compression;
9.14.2.1.37 oil consumption;
9.14.2.1.38 Stuck rings;
9.14.2.1.39 Shipping or freight;
9.14.2.1.40 Burned valves;
9.14.2.1.41 Tuliped valves;
9.14.2.1.42 Adhesives;
9.14.2.1.43 Shop supplies;
9.14.2.1.44 Road service calls;
9.14.2.1.45 Environmental charges;
9.14.2.1.46 Miscellaneous charges;

9.14.2.1.47 Internal or external corrosion, electrolysis, salt or any other environmental condition;

9.14.2.1.48 Inadequate or improper storage/lay up;

9.14.2.1.49 Loss or damage to optional equipment.

9.15 For Lawn & Garden Accessories:

9.15.1 STANDARD PLANS also cover:

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

9.15.1.2 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.

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

9.16 For Fitness Equipment:

9.16.1 WHAT IS COVERED

9.16.1.1 STANDARD PLANS also cover:

9.16.1.1.1 Repair and replacement of functional factory-installed belts, including treadmill walking belts and rollers, required for the performance of the **Covered Product**.

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

9.16.2 WHAT IS NOT COVERED

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

9.16.2.1.1 Failure of non-operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls;

9.16.2.1.2 Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and

9.16.2.1.3 Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

9.17 For Sporting Goods:

9.17.1 WHAT IS COVERED

9.17.1.1 STANDARD PLANS also cover:

9.17.1.1.1 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.

9.17.1.1.2 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.

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

9.18 WHAT IS NOT COVERED

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

9.18.1.1 Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

9.19 For Optical:

9.19.1 STANDARD PLANS also cover: Parts and labor necessary to repair or replace the **Covered Product**, at **Our** discretion, only in the event of a **Breakdown** or defects in manufacturer's workmanship and/or materials; also coverage is provided for frame warping or bending, **Breakdowns** caused by defective loose components or missing parts, such as lenses. For smart glasses, **We** will repair or replace the **Covered Product**

when required due to a **Breakdown**. Non-original parts may be used for repair of the **Covered Product** if the manufacturer's parts are unavailable. At **Our** sole discretion, **We** may require that **You** return the **Covered Product** to **Us** as a condition of receiving a replacement product.

9.19.2 ADH PLANS cover cracked or scratched lenses due to an accident; cracked frames due to an accident; and damage as outlined in the "Premium Plans" section of this **Agreement**.

9.20 For Home Goods:

9.20.1 WHAT IS COVERED

9.20.1.1 STANDARD PLANS also cover:

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

9.20.1.1.2 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.

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

9.20.1.3 STAIN PLANS, if purchased, also cover:

9.20.1.3.1 All stain types.

9.21 For Bed & Bath:

9.21.1 WHAT IS COVERED

9.21.1.1 STANDARD PLANS also cover:

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

9.21.1.1.2 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 **Our** 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).

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

9.21.1.3 STAIN PLANS, if purchased, also cover:

9.21.1.3.1 All stain types.

9.22 For Apparel:

9.22.1 WHAT IS COVERED

9.22.1.1 STANDARD PLANS also cover:

9.22.1.1.1 Rips or tears;

9.22.1.1.2 Seam separation;

9.22.1.1.3 Broken zippers;

9.22.1.1.4 Minor burn or heat marks up to one inch in length

9.22.1.2 STAIN PLANS, if purchased, also cover:

9.22.1.2.1 All stain types.

9.22.2 For Plumbing & Electrical:

9.22.2.1 STANDARD PLANS also cover:

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

9.22.2.1.2 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.

9.22.3 WHAT IS NOT COVERED

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

9.22.3.1.1 Correction of, or reimbursement for, any repairs made by You or anyone You hire, unless previously approved by Mulberry;

9.22.3.1.2 Assessing, remediating or abating mold or notifying You of any mold that may be present in Your home;

9.22.3.1.3 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;

9.22.3.1.4 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;

9.22.3.1.5 Non-conforming drain lines (i.e. drain lines not directly connected to the public sewer system or Your septic tank);

9.22.3.1.6 Appliances, fittings, or fixtures, pressure reducing valves, or backflow prevention devices, pumps, or grinders;

9.22.3.1.7 Water supply and drainage systems that are frozen; thawing of frozen pipes;

9.22.3.1.8 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;

9.22.3.1.9 Repairs to any line that branches off the main line, such as lines for sprinklers, pools, hot tubs, and/or other outdoor systems;

9.22.3.1.10 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;

9.22.3.1.11 Repairs to damage arising from the disconnection or interruption to the main electrical supply; transformers;

9.22.3.1.12 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.

9.23 For Auto Parts:

9.23.1 WHAT IS COVERED

9.23.1.1 STANDARD PLANS also cover:

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

9.23.2 WHAT IS NOT COVERED

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

9.23.2.1.1 Covered Product damaged by abnormal use, misuse, neglect, accident, alteration, modification, or "tampering with";

9.23.2.1.1.1 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;

9.23.2.1.1.2 Any damage that occurs outside the continental United States of America, Alaska, Hawaii or Canada;

9.23.2.1.1.3 Any cost other than the cost of the qualifying **Covered Product**;

9.23.2.1.1.4 Incidental or consequential damages even if caused by the failure of the Covered Product;

9.23.2.1.1.5 More than one replacement of the same covered part.

9.23.2.1.1.6 For Automotive / Marine / Powersport Batteries:

9.23.2.1.1.6.1 Used or pre-owned products;

9.23.2.1.1.6.2 Improper installation or attachments;

9.23.2.1.1.6.3 Batteries that are merely discharged;

9.23.2.1.1.6.4 Batteries used in vehicles for commercial use or in trucks over 1 ton;

9.23.2.1.1.6.5 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;

9.23.2.1.1.6.6 "No problem found" diagnosis;

9.23.2.1.1.6.7 Normal wear and tear;

9.23.2.1.1.6.8 Tune-ups;

9.23.2.1.1.6.9 Damage caused by neglect;

9.23.2.1.1.6.10 Improper operation;

9.23.2.1.1.6.11 Installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer;

9.23.2.1.1.6.12 Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product;

9.23.2.1.1.6.13 Alteration or removal of parts;

9.23.2.1.1.6.14 Water entering engine cylinder(s) through exhaust system or carburetor(s);

9.23.2.1.1.6.15 Spark plugs;

9.23.2.1.1.6.16 Brake pads or lining;

9.23.2.1.1.6.17 Hoses;

9.23.2.1.1.6.18 Hose clamps;

9.23.2.1.1.6.19 Belts;

9.23.2.1.1.6.20 Shock absorbers;

9.23.2.1.1.6.21 Tires;

9.23.2.1.1.6.22 Cutting blades;

9.23.2.1.1.6.23 Gauge wheels;

9.23.2.1.1.6.24 Wheel balancing;

9.23.2.1.1.6.25 Alignments;

9.23.2.1.1.6.26 Cleaning of fuel and coolant systems;

9.23.2.1.1.6.27 Removal of carbon, varnish, sludge, or contaminants;

9.23.2.1.1.6.28 Necessary fuel and ignition system calibrations and adjustments;

9.23.2.1.1.6.29 Repair caused by normal product vibration;

9.23.2.1.1.6.30 Routine maintenance;

9.23.2.1.1.6.31 Fuses;

9.23.2.1.1.6.32 Filters;

9.23.2.1.1.6.33 Consumables;

9.23.2.1.1.6.34 Bulbs;

9.23.2.1.1.6.35 Exterior power cords;

9.23.2.1.1.6.36 Cosmetic adjustment or replacement;

9.23.2.1.1.6.37 Shell separating or cracking;
9.23.2.1.1.6.38 Paint changes;
9.23.2.1.1.6.39 Corrosion;
9.23.2.1.1.6.40 Rust;
9.23.2.1.1.6.41 Repair for grinding of valves to increase compression;
9.23.2.1.1.6.42 Oil consumption;
9.23.2.1.1.6.43 Stuck rings;
9.23.2.1.1.6.44 Shipping or freight;
9.23.2.1.1.6.45 Burned valves;
9.23.2.1.1.6.46 Tuliped valves;
9.23.2.1.1.6.47 Adhesives;
9.23.2.1.1.6.48 Shop supplies;
9.23.2.1.1.6.49 Road service calls;
9.23.2.1.1.6.50 Environmental charges;
9.23.2.1.1.6.51 Miscellaneous charges;
9.23.2.1.1.6.52 Internal or external corrosion, electrolysis, salt or any other environmental condition;
9.23.2.1.1.6.53 Inadequate or improper storage/lay up;
9.23.2.1.1.6.54 Loss or damage to optional equipment

9.24 For Musical Instruments:

9.24.1 STANDARD PLANS also cover:

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

9.24.1.2 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.

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

9.25 For General Merchandise:

9.25.1 STANDARD PLANS also cover:

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

9.25.1.2 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.

9.25.2 STAIN PLANS, if purchased, also cover:

9.25.2.1 All stain types.

NOTICE: IN NO EVENT SHALL WE OR ANY OF OUR 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.

10. **Conditions**

10.1 Renewal: Renewal of **Your** plan will be at **Our** discretion. Note, not all **Covered Products** are eligible for renewal.

10.2 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 registered as being

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.

10.3 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.

10.4 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.

10.5 Deductible: There may be a deductible required to obtain service for repair or replacement of the **Covered Product**. Please refer to "**Your** Agreement Information" to determine if a deductible is applicable to this **Agreement**.

10.6 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.

10.7 Entire **Agreement**: The terms and conditions of this **Agreement** (together with the State Requirements and Disclosures 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**.

10.8 Our Obligations to **You** Insured: This **Agreement** is not a contract of insurance. However, **Our** obligations under this **Agreement** are insured by an insurance policy issued by Arch Insurance Company, phone 1-800-821-5546. 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 Arch Insurance Company, phone 1-800-821-5546.

10.9 Lender's Single Interest: In the event **Your Covered Product** is a leased or rent to own product, the lender of record has the right to the benefits of this **Agreement**. **You** promise to cooperate with **Mulberry** in coordinating services under this **Agreement** with **Your** lessor or other financial institution.

11. Legal Disclosures

11.1 BINDING ARBITRATION AND CLASS ACTION WAIVER:

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

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

11.1.1.2 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**.

11.1.1.3 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.

11.1.1.4 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.
11.1.1.5 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.

12. 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) 364-3100]. 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: Section 6.1.3.1 is replaced with the following: ***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.***
I agree to continuous, the month-to-month payments until cancelled either by me or the Provider.
CANCELLATION section is amended as follows: 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 at Mulberry Shield, Inc., 228 Park Ave S PMB 697574, New York, NY 10003, 917-994-6394, help@getmulberry.com or login to Your dashboard at https://explore.getmulberry.com/login. ☐ ***Initial Here***
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 #1970001CO issued by Arch 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, Florida License 43785, 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 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**. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

New York: CANCELLATION 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: **ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.** 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 Arch Insurance Company. 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 Arch Insurance Company.

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 First Shield Consumer Service Corporation, located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. You may contact them toll-free at [844-827-9992]. 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 844-827-9992 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 TIRE & WHEEL TERMS & CONDITIONS

for plans sold after July 1, 2026

Mulberry Protection Plan

Service Agreement
Terms & Conditions

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: ABC Tires
Agreement Number: MULB3278872
Covered Product: Goodyear All Seasons
Product Purchase Date: May 1, 2022
Product Purchase Price: $XXX.XX
Agreement Purchase Date: May 1, 2022
Agreement Purchase Price: $XXX.XX
Limit of Liability: (Y/N)
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
Pet Damage: Yes
Service Type: {Repair or Replacement}
Service Location: {On-site, Depot or Mail-In/Carry-In}
Renewal Eligible: Yes, No

2. Plan Introduction

2.1. Welcome to Your Mulberry Protection Plan. This document outlines all the details of Your Plan, such as coverage information, instructions on how to file a claim, cancellation policies, and lots more. Please reach out to Mulberry at support@getmulberry.com or 917-994-6394 should You have any questions.

3. Your Responsibilities

3.1. Please read these terms and conditions carefully so that You fully understand Your coverage under this Plan. There are some limits, conditions, obligations, and exclusions designed to keep this Plan affordable for You and manageable for Us.

3.2. This Plan does not replace Your manufacturer warranty, maintenance plan, or insurance policy You may have for the Covered Product. **This is not a contract of insurance. Purchase of this Plan is optional and is not required in order to purchase or obtain financing of the Covered Product.**

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

3.4. **You must keep this Plan and Your Purchase Confirmation as You may be required to produce them to obtain service. Refer to Your Purchase Confirmation to determine the Coverage Term, Coverage Type, and Service Type of this Plan.**

3.5. You must maintain proper air pressure in covered tire(s). Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 3/32." **Any conditions that cannot be corrected or demand replacement for the safety of the vehicle's occupants**

are Your responsibility.

4. How to File a Claim

4.1. Please contact the Administrator and You will be advised on how to obtain service or a replacement. Any replacement of the Covered Product under this Plan must be authorized by the Administrator. To do so, go online at https://customers.getmulberry.com/claims or call the toll-free number at 917-994-6394 between 9:00 AM and 8:00 PM EST, Monday through Friday, and 9:00 AM and 2:00 PM EST, Saturday and Sunday. (See Section 8 for more details.)

4.2. Do not return the Covered Product to the Selling Retailer or obtain unauthorized service without instruction from the Administrator, unless otherwise allowed by this Plan (see Section 8.1.1(i) for more details.)

5. Definitions

5.1. **Administrator**: Mulberry Shield, Inc., 201 Varick Street FRNT 1, P.O. Box #453, New York, NY 10014, 917-994-6394.

5.2. **Commercial Use**: using the vehicle for business purposes. Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, tow trucks, snowplows, any type of emergency vehicles, volunteer public service(s), motor pool vehicles, rental, taxi cabs, ride shares, livery, excessive hauling and pulling, or other business purposes are excluded from coverage hereunder.

5.3. **Coverage Term**: the period that Your Covered Product is covered under this Plan as shown on Your Purchase Confirmation. Our obligations under this Plan will cease at the end of this period unless ending earlier according to the terms of this Plan.

5.4. **Coverage Type**: the level of coverage You purchased and shown on Your Purchase Confirmation.

5.5. **Covered Product**: the new tire, wheel, or the set of tires and/or wheels sold under a single SKU number (“Set”) purchased concurrently with this Plan and described on Your Purchase Confirmation.

5.6. Deductible: the applicable deductible, if any, that You must pay Us for claims. Any deductibles will be shown on Your Purchase Confirmation.

5.7. **Mulberry, Our, Us, or We**: the Obligor obligated to perform under this Plan, who may also be a seller of the Plan.

5.8. **Obligor**: Mulberry Shield Inc. except in **the State of California** Obligor is Mulberry Shield Agency, Inc. and **the State of Washington** Obligor is Lexington National Warranty Services, LLC, P.O. Box 6098, Lutherville, MD 21094.

5.9. **Plan**: this plan or service contract between You and Us.

5.10. **Plan Price**: The price You paid for this Plan.

5.11. **Purchase Confirmation**: Your sales invoice, receipt, or purchase confirmation email from Mulberry for the purchase of this Plan.

5.12. **Purchase Price**: the price You paid for the Covered Product excluding sales tax, delivery, installation, and handling, as shown on Your Purchase Confirmation.

5.13. **Road Hazard**: encountering objects and road conditions not normally found in the roadway such as potholes, rocks, wood debris, metal parts, nails, glass, plastic or composite scraps or any item causing the Covered Product to be Unserviceable.

5.14. **Selling Retailer**: the entity selling the Covered Product(s) and this Plan as shown on Your Purchase Confirmation.

5.15. **Service Type**: determines how We will handle approved claims of the Covered Product and shown on Your Purchase Confirmation (**see Section 8** for more details.)

5.16. **Unserviceable**: occurs when the Covered Product cannot be repaired by a repair facility or is deemed unsafe for use as determined by a certified repair facility. Examples may include a covered tire that has been punctured or otherwise damaged to the extent that is inoperable, or a covered wheel has been damaged and inoperable, or no longer holds a seal with its tire.

5.17. **You, Your, or Purchaser**: the purchaser of the Covered Product(s) and this Plan, and any authorized transferee/assignee of the purchaser.

6. Eligibility

6.1. Tires and wheels for use with passenger vehicles or motorcycles including automobiles, vans, motorcycles, and trucks, Products installed for Commercial Use on vehicles are not eligible for this Plan. Tires with signs of dry rot, improper wear, and tread depth of 3/32” or less are not eligible for coverage under this Plan.

7. What is Covered

7.1. **There is no deductible required for this Plan.**

7.2. **TIRE REPLACEMENT:** We agree to replace or, at Our sole discretion, reimburse You for the cost of a replacement of the Covered Product which during the term of this Plan becomes Unserviceable due to a Road Hazard covered under this Plan. **All other damage, including cosmetic damage that does not result in the Covered Product becoming Unserviceable, is excluded.** Any tire which requires replacement MUST BE AUTHORIZED BY ADMINISTRATOR and photographic evidence must be provided to the ADMINISTRATOR during the claims process for inspection PRIOR to an approved replacement. **Replacement will be made with a tire of like kind and quality to the original tire. We may use remanufactured or used replacement parts.** This coverage is valid through the tread life of a tire **(3/32” or less is excluded)**. In cases where replacement is not possible, You will be paid the Purchase Price of Your Covered Product, **excluding sales tax, delivery, and handling.**

7.3. **WHEEL REPLACEMENT:** We agree to replace or, at Our sole discretion, reimburse You for the cost of a replacement of the Covered Product which during the term of this Plan becomes Unserviceable due to a Road Hazard covered under this Plan. **All other damage, including cosmetic damage that does not result in the Covered Product becoming Unserviceable, is excluded.** Any wheel which requires replacement MUST BE AUTHORIZED BY ADMINISTRATOR and photographic evidence must be provided to the ADMINISTRATOR during the claims process for inspection PRIOR to replacement. **Replacement will be made with a wheel of like kind and quality to the original wheel. We may use remanufactured or used replacement parts.** In cases where replacement is not possible, You will be paid the Purchase Price of Your Covered Product, **excluding sales tax, delivery, and handling.**

Note: If the damaged tire or wheel is part of a Set, We will not replace or reimburse You for the cost of undamaged components of the Set.

8. What is Not Covered

8.1. GENERAL EXCLUSIONS: This Plan DOES NOT COVER OR PAY FOR:

8.1.1. Consequential loss or damage whatsoever, including loss, damage, or injury to person(s) or property, delay in rendering service under this Plan, or loss of use during the period You are awaiting a replacement covered by this Plan,

8.1.2. Damage while renting Your vehicle to someone else,
8.1.3. Damage while Your vehicle is being used for Commercial Use,
8.1.4. Damage while Your vehicle is being used for snow plowing, competition, or speed events,
8.1.5. Fraudulent representations to obtain this Agreement or when presenting a request for Replacement under this Agreement,
8.1.6. Damage that occurs outside the continental United States of America, Alaska, Hawaii, or Canada,
8.1.7. Shop supplies, cost of filling tires with nitrogen, or wheel locks,
8.1.8. Damage from not meeting the vehicle manufacturer's specifications regarding installation or alignment,
8.1.9. Damage to the Tire Pressure Monitoring System (TPMS),
8.1.10. Cost of required maintenance of the Covered Product,
8.1.11. Damage that occurs during servicing,
8.1.12. Damage to Covered Products mounted on a vehicle with modifications that do not comply with the vehicle manufacturer's specifications,
8.1.13. Replacement of undamaged tires and/or wheels that are part of a Set,
8.1.14. Any pre-existing conditions.

8.2. **TIRE AND WHEEL REPLACEMENT EXCLUSIONS: The following are not covered:**

8.2.1. Damage from off-road use, racing, collision or accident with another vehicle or fixed object, misuse, abuse, lack of proper maintenance, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, or fire,
8.2.2. Damage caused by fire, smoke, flood, other natural disaster, or act of God, theft, vandalism, or as a result of any other illegal activity,
8.2.3. Damage caused by driving on tires that are improperly inflated according to the manufacturer's recommended tire pressure,
8.2.4. Damage caused by being improperly mounted or balanced,
8.2.5. Damage or excessive wear caused by improper steering alignment,
8.2.6. Tires (and attached wheels) with tread depth of 3/32" or less at the lowest point on the tire at time of damage,
8.2.7. Damage caused by the installation, removal, or use of chains,
8.2.8. Damage caused as a result of a modification or conversion made to the Covered Product or the vehicle that is not approved by the original manufacturer of the Covered Product or the vehicle,
8.2.9. Damage that is covered by any other agreement, including warranties issued by the manufacturer or coverage under an existing insurance policy,
8.2.10. Damage that is the result of a manufacturer defect,
8.2.11. Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires and/or wheels,
8.2.12. Tire and/or wheel replacement that is not preauthorized by the Administrator, unless otherwise permitted under Section 8.1.1 of this Plan,
8.2.13. Loss that is not reported to Us within sixty (60) days from the date the damage occurs,
8.2.14. Damage to the Covered Product from contact with the frame, body, or suspension of the vehicle,
8.2.15. Damage that is considered cosmetic (i.e., scuffs, scratches, discoloration),
8.2.16. Retreaded, regrooved or recapped tires,
8.2.17. Racing tires (including attached wheels),
8.2.18. Tires and/or wheels that fail to meet manufacturer's specifications,
8.2.19. Tires (including attached wheels) with 3/32" of an inch tread depth or less,
8.2.20. Wheel locks (including inconvenience caused by wheel locks), hubcaps, center caps, and wheel covers.

9. Service Procedures and Limit of Liability

9.1. Depending on the Service Type shown on Your Purchase Confirmation, Our service process will involve

the following:

9.1.1. For Replacement Plans:

9.1.1.1. Do not return the defective Covered Product to the Seller where You purchased Your Covered Product.

9.1.1.2. Contact the Administrator and You will be advised on how to obtain replacement.

9.1.1.3. Go online to https://customers.getmulberry.com/claims or call the toll-free number at 917-994-6394 between the hours of 9:00 AM and 5:00 PM Central Time. Administrator will issue You a service order number (”SO#”). You may be requested to ship Your defective Covered Product to the address provided to You. You must write the SO# on the outside of the package. Covered Products found to be non-defective will be returned to You as-is.

9.1.1.4. You are not responsible for the cost of postage and/or shipping if We request You to ship the defective Covered Product. Your Covered Product must be properly protected with bubble wrap or other protective materials and the cost of such materials is Your responsibility.

9.1.1.5. Once Your claim is approved, You will receive an email that contains a URL that will navigate You to a website where Your replacement product may be purchased. You will be responsible for all costs of postage, insurance, packaging, and shipping.

9.1.1.6. In cases where replacement is not possible or, at Our sole discretion, We choose to reimburse You for the cost

9.1.1.7. of a replacement, You will be paid the Purchase Price of Your Covered Product, excluding sales tax, delivery, and handling, subject to the Limit of Liability.

9.1.1.8. The replacement of Your Covered Product fulfills Our obligations under this Plan. You must purchase a new Plan on the replacement if You desire coverage. If the replaced component is part of a Set, coverage for the replaced component terminates, but continues for the remaining undamaged components of the Set.

9.1.1.9. The Limit of Liability under this Plan for all covered claims is the Purchase Price of the Covered Product, excluding sales tax, delivery, and handling. This Agreement shall expire upon the earliest of the end of the Coverage Term or the replacement or reimbursement of Your Covered Product (or all covered components if part of a Set), or if the Limit of Liability is reached.

9.1.1.10. If an emergency situation occurs after normal business hours and the Administrator cannot be reached, You can proceed with repairs or replacement. If covered under the terms of this Plan, We will reimburse You or the service vendor in accordance with the Plan provisions. You must submit all receipts and documentation within 48 hours of the emergency situation.

10. Cancellation

10.1. You may cancel this Plan for any reason at any time by calling 917-994-6394 or emailing support@getmulberry.com If You request cancellation within sixty (60) days of the Purchase Date and no claims have been made under the Plan, You will receive a 100% refund of the full Plan Price. For any other cancellation requests by You, You will receive a pro-rata refund (based on the elapsed Coverage Term) of the Plan Price, less the costs of fulfilled claims under this Plan, and less an administrative fee not to exceed the cost of the Plan or $50, whichever is less.

10.2. If You cancel this Plan within sixty (60) days from the Purchase Date, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty for each month that a refund is not provided within thirty (30) days of Our receipt of Your notice of cancellation.

10.3. We may cancel this Plan for fraud, material misrepresentation, omission, or a substantial breach of Your contractual obligations under this Plan, including those concerning the Covered Product or its use, or non-payment by You, or if required to do so by a regulatory authority. You will receive a pro-rata refund (based on the elapsed Coverage Term) of the Plan Price, less paid claims (if any).

10.4. If this Plan was inadvertently sold to You in a jurisdiction where the Plan is not available for sale or on a product which was not intended to be covered by this Plan, We will cancel this Plan and return the full Plan Price to You, less the costs of fulfilled claims under this Plan.

11. Legal Disclosures

11.1. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: To the extent permitted by applicable law, You agree that all individual claims or disputes arising from or relating to this Plan, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Obligor, Selling Retailer, or the insurer listed in Section 11.4 (Insurance), will be settled by impartial arbitration, by a single arbitrator (Arbitrator). You agree that any arbitration will take place on an individual basis only, and You agree to waive the right to participate in class arbitrations and class actions. To initiate arbitration, You must notify the Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing the Administrator with at least three (3) proposed arbitrators. The Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If the Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Plan was purchased, the state's arbitration rules will govern.

11.2. Entire Agreement: This Plan, together with Your Purchase Confirmation, shall collectively constitute the entire agreement relating to Your coverage. These documents will confirm Your eligibility to receive service under this Plan. Your Purchase Confirmation describes the Covered Product(s) and the Coverage Term of this Plan. No verbal or written representations by any Selling Retailer or marketing materials outside of this Plan shall be of any legal effect to this Plan.

11.3. Severability: Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.

11.4. Insurance: Our obligations under this Plan are guaranteed under contractual liability policies issued by Lexington National Warranty Services, LLC, P.O. Box 6098, Lutherville, MD 21094 1-866-539-2547. If, within sixty (60) days, We have not paid a covered claim, provided You with a refund, or You are otherwise dissatisfied, You may make a direct claim under these contractual liability policies.

11.5. Transferability: This Agreement is transferable by You for the remainder of the original term of this Agreement to an individual consumer and not a dealership or other commercial entity. This AgreementThe 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.

11.6. Payment Limitations: This Plan and each party's obligations hereunder are subject to applicable law and regulation, including, without limitation, applicable export control laws and regulations of the United States in all applicable jurisdictions, including economic and trade sanctions administered by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"). In furtherance of the foregoing, in no event will We be obligated to make any payment in connection with this Plan that would violate any order, guidance or other instruction issued by OFAC.

12. State Requirements and Disclosures

Alabama: The administrative fee in Section 10.1 is revised to state that it will not exceed the cost of the contract or $25, whichever is less. The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment or a material misrepresentation relating to the Covered Product or its use. Claims paid will not be deducted from any refund amount due.

Alaska: The Cancellation Provision is revised as follows: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, fraud, or a material misrepresentation in obtaining the Plan or in pursuing a claim under the Plan. If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a monthly penalty of ten percent (10%) of the Plan Price paid by You for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. If You cancel this Plan after sixty (60) days from the date of purchase or if a claim was made under the Plan, or if We cancel this Plan, then We will pay any refund due within forty-five (45) days after You cancel. If We do not issue the refund within 45 days, then We will pay a penalty of ten percent (10%) of the unearned Plan Price paid by You for each month the refund remains unpaid. We may only cancel this Plan for the following reasons: 1) nonpayment of the Plan Price, 2) discovery of fraud or material misrepresentation made by You or Your representative in obtaining the service contract or by the service contract holder in pursuing a claim under the service contract, 3) discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by the Plan, or 4) a substantial breach of duties by You related to the covered motor vehicle. The administrative fee in Section 9.1 is revised to state that it will not exceed the Plan Price, $50, or 7.5% of the unearned Plan Price paid by You, whichever is less. Section 11.4 is revised to state that if We do not provide a covered service under the terms of the Plan within 30 days after You notify Us of the claim, You are entitled to apply directly to the Insurer for payment of Our obligations.

Arkansas: The administrative fee in Section 9.1 is revised to state that it will not exceed the Purchase Price or $50, whichever is less. Claims paid will not be deducted from any refund amount due.

Arizona: The Cancellation Provision is revised to state: We may not cancel or void this Plan for any of the following reasons: 1) due to acts or omissions of Us or Our assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner; 2) Preexisting conditions that were known or that reasonably should have been known by Us or the person selling the Plan on Our behalf; 3) Prior use or unlawful acts relating to the Covered Product; 4) Misrepresentation by either Us or the person selling the Plan on Our behalf. The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price paid by You or $50, whichever is less but shall in no case exceed the amount of the refund owed to You. We will not exclude preexisting conditions if such conditions were known or should reasonably have been known by Us or the Selling Retailer. We will not exclude covered parts or components repaired or replaced under this Plan. The Arbitration provision, 10.1, is revised to state: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S.

§20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 800-325-2548.

California: CANCELLATION section is amended as follows: You may cancel this Agreement by submitting a written request to the Seller. If You request a cancellation during the first sixty (60) days, We will refund You one hundred percent (100%) of the Agreement Purchase Price. After the first sixty (60) days from the Agreement Purchase Date, We will refund You a pro-rated amount of the Agreement Purchase Price, based on the term remaining on the Agreement, less any claims paid and less a cancellation fee of either ten percent (10%) of the Agreement Purchase Price or twenty-five dollars ($25), whichever is less. We may cancel this Agreement during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement due to material misrepresentation or fraud at the time of sale, or Your failure to pay the Agreement Purchase Price. If We cancel this Agreement, We or the Seller will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid by Us. No cancellation fee will apply in the event We cancel this Agreement. A Pre-Existing Condition is a condition that existed prior to the purchase of the Agreement. CA DOI VSCP license # (OF82046). If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at (800) 927-4357 or www.insurance.ca.gov. California Department of Insurance.

Colorado: Section 11.4 is revised to state that the policy number for the reimbursement insurance policy is: Policy Number: 1970001CO. If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Connecticut: If this Plan is for less than a period of one (1) year, this Plan will be automatically extended while the Covered Product is in Our custody for repair under the terms of this Plan. If You are unable to resolve any disputes arising under this Plan, You may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at PO Box 816, Hartford, CT 06142-0816. You are entitled to utilize the Insurance Commissioner's arbitration process to settle any disputes arising under this Plan.

District of Columbia: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price paid by You or $50, whichever is less. If We cancel this Plan, We will provide You with written notice at least five

(5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Florida: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days and a claim has been made, You will receive a refund of 100% of the gross Plan Price paid, less claims paid and less an administrative fee not to exceed 5% of the gross Plan Price paid by You. For all cancellations by You

after sixty (60) days, the administrative fee shall not exceed ten percent (10%) of the unearned pro rata Plan Price or $50, whichever is less. After this Plan has been in effect for sixty (60) days, We may not cancel this Plan unless: 1) There has been a material misrepresentation or fraud at the time of sale of the Plan, 2) You failed to maintain the motor vehicle as prescribed by the manufacturer, 3) the odometer has been tampered with or disabled and You have failed to repair the odometer, or 4) nonpayment of Plan Price by You, in which case We shall provide You notice of cancellation by certified mail. The rate charged for this Plan is not subject to regulation by the Office of Insurance Regulation. Our license number is: 49936.

Georgia: If You cancel this Plan within sixty (60) days from the date of purchase, We shall refund or credit You the full Plan Price, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty (60) days from the date of purchase, We shall refund or credit You the prorated Plan Price based on elapsed time of the Plan, decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed 10% of the unearned pro rata Plan Price, or $50, whichever is less. If You cancel this Plan within sixty (60) days from the date of purchase, then We will pay a penalty of ten percent (10%) for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. We may cancel this Plan for fraud, material misrepresentation, or non-payment by You. If We cancel this Plan, We will provide You with written notice at least thirty (30) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. The Arbitration Provision, 10.1., is revised to state that arbitration is non-binding. In Section 6. What is Not Covered, 6.1.14, is deleted and replaced with the following: Any pre-existing conditions known to you.

Hawaii: The Cancellation Provision is revised as follows: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Idaho: Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho insurance guaranty association. The administrative fee in Section 9.1 is revised to state that it will not exceed the cost of the contract or $50, whichever is less. Claims paid will not be deducted from any refund amount due. We will only provide settlement under this Plan where service, repair, or replacement is not feasible or economical.

Illinois: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price or $50, whichever is less.

Indiana: This service contract is not insurance and is not subject to Indiana insurance law.

Iowa: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price or $50, whichever is less. If You have questions regarding Your Plan, You can contact the Iowa Insurance Commissioner at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. If We cancel this Plan, We will provide You with written notice at least fifteen
(15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective
date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Louisiana: This motor vehicle service contract is not insurance and is not regulated by the Department of

Insurance. Any concerns or complaints regarding the motor vehicle service contract may be directed to the attorney general. If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Maine: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a monthly penalty of ten percent (10%) of the Plan Price outstanding for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. The administrative fee shall not exceed ten percent (10%) of the Plan Price paid by You or $50, whichever is less. If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. The Insurance provision, 11.4, is revised as follows: If We fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the Plan Price, within 60 days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

Maryland: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a penalty of ten percent (10%) of the value of the consideration paid for the Plan for each month that a refund is not provided within 30 days of Your notice of cancellation. This Plan is extended automatically when We fail to perform the services under the Plan. This Plan does not terminate until the services are provided in accordance with the terms of the Plan. The Arbitration Provision, 11.1., is revised to state that if We breach any duties created by the Maryland statute, You may file an action in any court of competent jurisdiction. The Insurance provision, 11.4 is revised as follows: If We fail to pay or provide service on any valid claim or make any refund or consideration due under this Plan within sixty
(60) days after proof of loss has been filed, or We cease to do business or go bankrupt, You may make a direct claim to the insurance company.

Massachusetts: Section 4, the terms “Obligor” and “Mulberry, Our, Us, or We” is deleted and replaced with the following: Obligor, We, Us, and Our means the Selling Retailer as listed on the Purchase Confirmation. You may contact the Selling Retailer by writing or calling them at the address and phone number provided on the Purchase Confirmation. The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Michigan: If the Covered Product under this Plan is a home appliance, then the following applies: If performance of the Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage. The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the

Covered Product or its use.

Minnesota: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation unless the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use, in which case, the notice will be provided at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation.

Mississippi: We will only provide settlement under this Plan where service, repair, or replacement is not feasible or economical. The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross service contract Plan Price paid by You or $50, whichever is less. We may only cancel this Plan for nonpayment of the Plan Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use.

Missouri: The Obligor of this Plan is Mulberry Shield, Inc.. The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, We shall refund or credit You the full Plan Price of the Plan, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty

(60) days from the date of purchase, We shall refund or credit You the prorated Plan Price based on elapsed time of the Plan, decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed the Plan Price or $50, whichever is less. If You cancel this Plan, then We will pay a penalty of ten percent (10%) of the amount outstanding for each

month that a refund is not provided within thirty (30) days of Your notice of cancellation. We will mail You written notice within forty-five (45) days of the date of termination.

Montana: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Nebraska: The Arbitration Provision, 10.1., is revised to state that arbitration is optional.

Nevada: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a penalty of ten percent (10%) of the Plan Price for each 30- day period or portion thereof that a refund is not provided within thirty (30) days of Your notice of cancellation. If this Plan has been in effect for at least 70 days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder; or (c) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan. If this Plan is canceled, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. Claims paid will not be deducted from any refund owed. The administrative fee is replaced with a cancellation fee which shall not exceed the Plan Price or $25, whichever is less. If You are not satisfied with

the manner in which We are handling a claim under the Plan, You may contact the Nevada Commissioner of Insurance via the toll-free telephone number (888) 872-3234.

New Hampshire: In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, or via telephone: 1 (800)-735-2964. The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price of the Plan or $50, whichever is less. No claims paid will be deducted from any refund owed to You.

New Jersey: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a ten percent (10%) penalty, based on the Plan Price of the Plan, for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

New Mexico: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price of the Plan or $50, whichever is less. If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a penalty of ten percent (10%) of the Plan Price for each thirty-day period or portion thereof that a refund is not provided within thirty (30) days of Your notice of cancellation. If this Plan has been in effect for at least 70 days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (1) failure by the holder to pay an amount when due; (2) discovery of fraud or material misrepresentation by the holder in obtaining the Plan or in presenting a claim for service thereunder; or (3) discovery of either of the following if it occurred after the effective date of the Plan and substantially and materially increased the service required under the Plan: (a) an act or omission by the holder; or (b) a violation by the holder of any condition of the Plan. This service contract is insured by Lexington National Warranty Services, LLC, P.O. Box 6098, Lutherville, MD 21094 1-866-539-2547 If We fail to pay You or otherwise provide You with the covered service within 60 days of Your submission of a valid claim, You may submit Your claim to Lexington National Warranty Services, LLC, P.O. Box 6098, Lutherville, MD 21094 1-866-539-2547. If this Plan is canceled, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 1-855-427-5674.

New York: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

North Carolina: The Cancellation Provision is revised as follows: We may only cancel this Plan for nonpayment or a direct violation of the Plan by the consumer where the Plan states that the violation of the Plan would subject the plan to cancellation. The administrative fee shall not exceed ten percent (10%) of the amount of the pro rata refund or $50, whichever is less.

Ohio: This contract is not insurance and is not subject to the insurance laws of this state.

Oklahoma: Section 11.4 is revised to state: Our obligations under this Plan are guaranteed under a

contractual liability policy issued by Lexington National Warranty Services, LLC, P.O. Box 6098, Lutherville, MD 21094 1-866-539-2547. The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the unearned pro rata Plan Price or $50, whichever is less. Oklahoma license number: 514801679. This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oregon: Section 11.1 is deleted and replaced as follows: Any decision to settle a dispute by arbitration must be a mutual agreement by the parties. If mutually agreed upon, then arbitration shall be conducted under local rules as required under ORS Chapter 36. Section 11.4 is revised to state: Our obligations under this Plan are guaranteed under a contractual liability policy issued by **Lexington National Warranty Services, LLC, P.O. Box 6098, Lutherville, MD 21094 1-866-539-2547.**

South Carolina: In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467. If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Tennessee: When there is a failure of the Covered Product under the Plan, the Plan shall be extended by the number of days You are deprived of the use of the Covered Product by reason of the Covered product being in repair; plus two (2) additional working days.

Texas: The Insurance provision, 11.4, is revised as follows: You may apply for reimbursement directly with the insurer if a covered service is not provided to You by Us before the 61st day after the date of proof of loss, or a refund or credit is not paid before the 46th day after the date on which You cancel the Plan. The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, We shall refund or credit You the full Plan Price of the Plan, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty (60) days from the date of purchase, We shall refund or credit You the prorated Plan Price based on elapsed time of the Plan, decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed the Plan Price or $50, whichever is less. If You cancel this Plan, then We will pay a penalty of ten percent (10%) of the amount outstanding for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, fraud, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use. Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation at 920 Colorado Street, Austin, Texas 78701, or via telephone: (800) 735-2989. The registration number for the Administrator is 292.

Utah: Section 11.4 is revised to state: If We fail to pay or provide service on any claim under this Plan within sixty (60) days after proof of loss has been filed, or We cease to do business or go bankrupt, You may make a direct claim under Our service contract reimbursement insurance policy. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. Purchase of this product is optional and is not required in order to finance, lease, or purchase the Covered Product or a motor vehicle. We may not cancel this Plan except for: material misrepresentation; substantial change in the risk assumed, unless We should have reasonably foreseen the change or contemplated the risk when entering into the contract; or substantial breach of contractual duties, conditions, or warranties, including non-payment. If We cancel, We will mail to You via first-class mailing written notice at least thirty (30) days in advance, stating the reason and effective date of cancellation. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

Virginia: If any promise made in the Plan has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-mulberryshield-contract-providers.shtml to file a complaint.

Washington: The Arbitration provision, 10.1, is revised to state: Arbitration proceedings must be held at a location in closest proximity to Your permanent residence. The State of Washington is the jurisdiction of any civil action in connection with a motor vehicle service contract. Section 11.4 is revised to state **This Plan is guaranteed under a reimbursement policy issued by The Lexington National Warranty Services, LLC, P.O. Box 6098, Lutherville, MD 21094 1-866-539-2547. You may make a claim directly to the insurance company at the phone number above for payment or performance due.** The Cancellation Provision is revised as follows: We may not cancel this Plan after sixty (60) days from purchase. We will not deny a claim based upon Your failure to properly maintain the Covered Product, unless the failure to maintain the Covered Product involved the failed part or parts. If We cancel this Plan, We will provide You with written notice at least twenty-one (21) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The Cancellation Provision is revised as follows: We may only cancel this Plan for nonpayment of the Plan Price, material misrepresentation by You to Us or administrator, or substantial breach of duties by You relating to the covered product or its use. If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation.

If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a ten percent (10%) penalty of the refund amount outstanding for each month that a refund is not provided within 30 days of Your notice of cancellation. The administrative fee shall not exceed ten percent (10%) of the Plan Price or $50, whichever is less. In the event of a total loss of the Covered Product covered by the Plan that is not covered by a replacement of the Covered Product pursuant to the terms of the Plan, You shall be entitled to cancel the Plan and receive a pro rata refund of any unearned Plan Price, less any claims paid; no administrative fee will be charged. The Arbitration Provision, 10.1, is revised to state that arbitration is non-binding.

Wyoming: The Arbitration provision, 10.1, is deleted in its entirety. The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least ten (10) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.