OX Car Care

17875 Von Karman Ave. Suite 150
Irvine, CA 92614
(844) 299-0885

,

Congratulations! Your valuable mechanical breakdown protection is detailed in the enclosed contract booklet. Please look it over and call with any questions you may have. Thank you for your purchase; we look forward to servicing your protection needs. Please call us for a quote on any other vehicle in your household. Vehicles with fewer than 200,000 miles may qualify for additional coverage, and multi-vehicle discounts are available.

Be sure to familiarize yourself with the coverage, maintenance requirements, and procedures in the event of a mechanical breakdown. Proper maintenance of your vehicle will contribute to a trouble free driving experience. You should follow your vehicle manufacturer's recommended maintenance for your driving habits.

Welcome to our family of vehicle owners that have the peace of mind and financial security of mechanical breakdown protection.

THANK YOU AGAIN!

IMPORTANT CONTACT NUMBERS:

Claims: (844) 299-0885

Your Protection Specialist

Roadside: (877) 805-9184

– –

We encourage you to store your new service agreement in your vehicle. This document contains important numbers needed in the event of a breakdown. We have also provided ID cards on the last page of this booklet with valuable information that can be used in the event of a breakdown.

AUTO GUARD

VEHICLE SERVICE CONTRACT

CONTRACT

OXCP

PREMIER

Declarations Page

CUSTOMER INFORMATION

PURCHASER NAME	PHONE	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP CODE

SELLING DEALER

SELLER NAME Ox Car Care	PHONE (844) 299-0885	EMAIL ADDRESS	
MAILING ADDRESS 17875 Von Karman Ave. Suite 150	CITY Irvine	STATE CA	ZIP CODE 92614

VEHICLE INFORMATION

YEAR	MAKE	MODEL
VIN # (must be 17 digits)	CURRENT ODOMETER READING	

VEHICLE SERVICE CONTRACT INFORMATION

PURCHASE DATE /EFFECTIVE DATE	PURCHASE PRICE	AUTOGUARD COVERAGE LEVEL ☑ PREMIER

DEDUCTIBLE
☑ **YEARS 1-2: 30% of Repair OR $200 Minimum**
☑ **YEARS 3-4: 20% of Repair OR $150 Minimum**
☑ **YEAR 5: 15% of Repair OR $100**

MANDATORY SURCHARGES

MANDATORY VEHICLE SURCHARGE
☐ **RIDE SHARE/COMMERCIAL** ☐ **MODIFICATION/LIFT KIT**

CONTRACT TERMS

TERM MONTHS	EXPIRATION DATE	TERM MILES	EXPIRATION MILES
WAITING PERIOD BEFORE COVERAGE TAKES EFFECT: **30 DAYS FROM CONTRACT PURCHASE DATE AND 1,000 MILES FROM ODOMETER READING**			

CUSTOMER'S ACKNOWLEDGEMENT

I agree to purchase this Vehicle Service **Contract** covering the above-described motor vehicle, which must meet **OUR** underwriting guidelines and is subject to acceptance by the **ADMINISTRATOR**. I agree that the time and mile limits indicated above begin to run from the **CONTRACT** purchase date and any components or parts covered by a manufacturer, supplier, or other warranty are NOT covered by this **CONTRACT** until expiration of the manufacturer, supplier, or other warranty. I agree that my **CONTRACT** term includes any periods of applicable manufacturer's warranties. I understand that my **CONTRACT** has been issued in accordance with information contained above and is subject to the terms and conditions stated in this **CONTRACT**, which I have read and received.

I acknowledge that I have read and agree to the **ARBITRATION** provision in section XVI of this **CONTRACT**.

I understand that prior authorization by the **ADMINISTRATOR** is required on repairs covered by the **CONTRACT**. Call (844) 299.0885 for prior claims authorization. I further understand that any breakdown, loss, or damage that results from a Pre-Existing condition is NOT covered by this **CONTRACT**.

I understand the purchase of the **CONTRACT** is not required to purchase, lease, or obtain financing of my vehicle.

I have read and agree to the terms and conditions on each page of this CONTRACT.

GENERAL CONTRACT PROVISIONS

I. NATURE OF AGREEMENT:

This is a Vehicle Service Contract between the "Purchaser" (You) and the "Obligor" EGV Companies, Inc., 50 N. Laura
St., Suite 2500, Jacksonville, FL 32202, (833) 342-2794. You agree and understand that this Contract is NOT A POLICY OF INSURANCE.

II. ENTIRE AGREEMENT:

This Contract, including the terms, conditions, limitations, exceptions, definitions, exclusions, and the Declarations Section, together with any endorsements, if any, constitute the entire Contract. No one other than the parties hereto, by mutual agreement, may change this Contract or waive any of its provisions. This Contract only provides benefits to the Contract Holder and only as expressly stated herein. This Contract gives You specific rights. You may have other rights, which may vary from state to state. Please see the sections in this Contract that reference state-specific information.

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

This Contract does not provide any benefit or payment of any kind not expressly stated herein; for any implied warranty (including for merchantability, fitness for particular purpose, or fitness for use); for any fines, penalties, attorneys' fees, or indirect, consequential, or punitive damages or losses of any kind; for any bodily injury or property damage resulting from a defective product (including strict liability); or where it would be a violation of applicable law or regulation to provide such benefit or payment.

This Contract has a Waiting Period of 30 days AND 1,000 miles measured from the Contract Purchase Date and the Current Odometer Reading. A covered repair is subject to the Deductible indicated on the Declarations Page. The Deductible does not apply to Trip Interruption, Substitute Transportation, or 24-Hour Roadside Assistance Services.

III. BREAKDOWN:

In the event of a Breakdown of any covered part(s), the Administrator will provide for payment or reimbursement for preauthorized expenses incurred for the repair or replacement of the part(s), less any Deductible, in accordance with the provisions contained within this Contract. Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. Replacement of covered parts that have experienced a Breakdown may be made with original equipment manufacturer parts, non-original equipment manufacturer parts, re-manufactured parts, or used parts at the Administrator's discretion.

The Contract provides benefits for the "Breakdown" of "Covered Parts" installed by the Vehicle manufacturer, as those terms are defined below.

IV. DEFINITIONS:

The following definitions apply to words frequently used in this Contract:

Act of War – Any warlike action by a military or paramilitary force, including without limitation in defending against an actual or expected attack; or any act which is associated with, connected with, or occurring in the course of war, or which directly precipitates or provokes war.

Administrator – Means EGV Companies, Inc., 50 N. Laura Street, Suite 2500, Jacksonville, FL 32202, (844) 299-0885.

Breakdown – Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. Subsequent damages resulting from the Breakdown of a covered part are covered by this Contract with exceptions including, but not limited to, when You have failed to perform the recommended maintenance services for Your Vehicle.

Claim – Means any claim made in the event of a breakdown.

Ride Share/Commercial Use – Means any Vehicle used for the business purpose of providing rideshare services (Uber, Lyft, etc.), farming or ranching, pushing, pulling or hauling material of any kind, route work, job site activities, service or repair work or has been issued commercial plates in the state in which it is titled or is used for a commercial enterprise. Commercial use does not include the following which are excluded from Coverage irrespective of whether the Commercial Use Add-On is selected: a vehicle used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; a vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; a police or emergency service vehicle or a vehicle with a municipal tag; or vehicles used for principally off-road use, prearranged or organized racing or competitive driving.

Computer System – Any computer, hardware, software, or communication system or electronic device (including by not limited to smart phone, laptop, tablet, or wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.

Contract – Means this Vehicle Service Contract and Your completed Declarations Section.

Contract Period – Coverage under this Contract begins immediately and will expire according to the time / mileage of the Contract, whichever occurs first. If this Contract is a continuation of coverage from another contract provided by Us and there has been no lapse or interruption in coverage under the initial contract, the continuation will begin when sale is made.

Coverage – Means the protection You selected as shown in the Declarations Section.

Cyber Risk – Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any of the following: any unauthorized, malicious, or criminal act, or the threat of such acts((s), involving access to, or the processing, use of operation of, any computer system; any error or omission involving access to, or the processing, use, or operation of, any computer system; any partial or total unavailability of failure to access, process, use, or operate any computer system; or any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount pertaining to the value of such data.

Declarations Section – Means the numbered document which is a part of this Contract. It lists information regarding You, Your Vehicle, Us, and other vital information.

Deductible – Means the amount You are required to pay as shown on the Declarations Section per repair visit for covered Breakdowns. Once a part is repaired or replaced under the terms of this Contract, there will be no Deductible for future repairs to that part.

Effective Date and Mileage — means the date You purchased Your Contract and the miles on the odometer on that date.

Expiration Date or Mileage – Means the date and/or mileage when Your Contract is no longer in force. Your Contract expires when the Expiration Date or Miles listed in the Declarations Section are reached, whichever occurs first, and/or when the Limit of Liability for the Contract has been reached.

Illegal Activities – Any actual or alleged violation of any federal, state or local regulation, statute or law; any forgery, conversion, secretion, or embezzlement; or any dishonest, fraudulent, criminal, or illegal act.

Licensed Repair Facility – Means a for-profit entity, recognized by the State, in the business of repairing motor vehicles.

Political Risk – Any one or more of the following: any event, organized resistance, or action intending or implying the intention to overthrow, supplant or change outside of normal legal processes the existing head of state, elected official, appointed official, government, or political, militarized, terrorist or ruling group; insurrection; uprising; military and usurped power; or any action taken by governmental authority in response to the foregoing.

Pre-Existing – Means a condition that within all reasonable mechanical probability relates to the mechanical condition of Your Vehicle prior to Contract purchase date or expiration of the Waiting Period.

Selling Dealer – Means the dealer where this Contract was purchased.

Subsequent Damage – Means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part.

Vehicle – Means the Vehicle which is described in the Declarations Section.

War – A state or period of hostile armed conflict, or military or paramilitary action, between two or more or within any of the following: a nation, a state, a government, a territory, a ruler, or a political, militarized, terrorist, or ruling group. IT includes any acts or events associated with, connected with, or occurring in the course of such conflict or action, or directly precipitating or provoking such conflict or action. This definition applies regardless or whether war has been officially or formally declared, or whether governments have officially recognized the conflict or action as war.

We, Us, Our – Means the Obligor, EGV Companies, Inc., 50 N. Laura St., Suite 2500, Jacksonville, FL 32202, (844) 299-0885, the entity that is obligated to perform under this Agreement.

Wear and Tear – Means the deterioration of a part beyond the manufacturer’s specified tolerances that occur naturally over time and under normal operating conditions.

You, Your – Means the Contract Purchaser shown in the Declarations Section, or the person to whom this Contract was properly transferred.

V. LIMIT OF LIABILITY:

Our total liability for benefits provided under this Contract shall not exceed the actual cash value of Your Vehicle at the time of Contract purchase OR $7,500, whichever is less.

Our liability for a single Breakdown shall not exceed the average trade-in value of Your Vehicle at time of Breakdown as determined by the NADA Used Car Guide (without consideration of or deduction for the cost of repairs associated with said Breakdown).

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

VI. CONTRACT PERIOD:

Coverage under this Contract begins upon successful completion of the Waiting Period and will expire according to the time / mileage of the Contract, whichever occurs first. If this Contract is a continuation of coverage from another contract provided by Us and there has been no lapse or interruption in coverage under the initial contract, the continuation will begin when sale is made. This Contract expires when the Expiration Date or Miles listed in the Declarations Section are reached, whichever occurs first, and/or when the Limit of Liability for the Contract has been reached.

VII. RESPONSIBILITIES:

A. YOUR MAINTENANCE REQUIREMENTS:

You must have Your Vehicle checked and serviced in accordance with the manufacturer’s recommendations, as outlined in the Owner’s Manual. NOTE: Your Owner’s Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your driving habits and climate conditions. Failure to follow the manufacturer’s recommendations that apply to Your driving habits and climate conditions may result in the denial of Coverage. If an Owner’s Manual was not provided with Your Vehicle, You can contact Your Vehicle’s manufacturer for maintenance requirements.

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

B. FILING A BREAKDOWN CLAIM:

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

1. If Your Vehicle breaks down, return to the Selling Dealer if possible or practical. If this is not possible or practical, take Your Vehicle to any licensed repair facility.

2. Provide the licensed repair facility with a copy of Your Contract and/or Your Contract number if possible.
3. Obtain Authorization from the Administrator. Prior to any repair being made, instruct the Licensed Repair Facility to contact the Administrator at (844) 299-0885 to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered except as provided under Emergency Repairs (#7 below). The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Contract. Any additional amount must receive prior approval.
4. Authorize Tear-Down and/or Inspection. In some cases, You may need to authorize the Licensed Repair Facility to inspect and/or tear-down Your Vehicle in order to determine the cause and cost of the repair. You will be responsible for these charges if the failure is not covered under this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being made.
5. Review coverage. After the Administrator has been contacted, review with the Licensed Repair Facility what will be covered by this Contract.
6. Upon completion of the authorized repair, You must pay to the Licensed Repair Facility any required Deductible. We will reimburse the Licensed Repair Facility or You for the cost of the work performed on Your Vehicle that is covered by this Contract and previously authorized, less the Deductible. Once authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days (three hundred and sixty-five (365) days in Wisconsin) to be eligible for payment.
7. Emergency Repairs: Should an emergency occur which requires a repair of a Breakdown to be made at a time when the Administrator's office is closed, You must refer to Your Agreement to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions that apply and follow the Claims procedures above. For a repair that is determined to be a covered part, authorize the Licensed Repair Facility to perform the repair and call the Administrator for instructions within five (5) business days, during normal business hours, at which point the claim will be reviewed for benefits per the terms of the Agreement.

NO CLAIMS WILL BE PAID UNLESS YOU FOLLOW THE STEPS OUTLINED ABOVE. For claim assistance, please contact the Administrator at (844) 299-0885. Customer Service and Claims Departments are available Monday – Friday from 7:00AM until 4:00PM (PST).

C. RIGHT TO RECOVER PAYMENT:

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

VIII. SCHEDULE OF COVERAGES:

Coverage is limited to the parts listed below. See subsection I. ADD-ON COVERAGE OPTIONS of this section to view any/all additional coverage options available.

A. AutoGuard Premier coverage provides for payment or reimbursement of costs authorized by the Administrator to repair or replace any Breakdown of all part(s) or component(s), including seals and gaskets, except those items listed under the "What Is Not Covered" Section of this Contract, less Your Deductible amount, in accordance with all terms and conditions of this Contract.

B. Add-On Coverage Options

1. **Commercial Use Option** *(surcharge applies)* – If You have selected Commercial Use coverage as indicated in the Declarations Section and the appropriate surcharge has been paid, You have coverage in accordance with the applicable

terms of this Contract even when the Vehicle is utilized for commercial use or business use such as providing rideshare services (Uber, Lyft, etc.), farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work, or has been issued commercial plates in the state in which it is titled, or is used for a commercial enterprise. *Commercial Use does not include the following which are excluded from Coverage under this Contract irrespective of whether the Commercial Use Option is selected: a Vehicle used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; a Vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; or police, emergency service, or a Vehicle with a municipal tag; Vehicles used for principally off-road use, prearranged or organized racing or competitive driving.* COMMERCIAL USE OPTION MUST BE SELECTED AT THE TIME OF PURCHASE OF THIS CONTRACT AND CANNOT BE ADDED SUBSEQUENT TO PURCHASE.

2. **Lift Kit Option** *(surcharge applies)* – If you have selected Lift Kit coverage as indicated in the Declarations Section and the appropriate surcharge has been paid, You have coverage in accordance with the applicable terms of this Contract even when the Vehicle is equipped with body or suspension lifts at the time of Vehicle purchase. The Lift Kit and all its assemblies that are in addition to factoryinstalled parts are excluded from coverage. The maximum increase for a body suspension lift combined cannot exceed six (6) inches. The maximum tire height modification allowed is four (4) inches in overall diameter larger than the manufacture's specifications as displayed on the placard of Your Vehicle. Any modification that voids the original manufacturer warranty will also void the coverage provided under this Contract. No coverage is available for suspension reductions or undersized wheels or tires. Coverage is supplemental to any manufacturer's coverage and will not apply to any failure for which the manufacturer had denied coverage due to the installation of the Lift. LIFT KIT OPTION MUST BE SELECTED AT THE TIME OF PURCHASE OF THIS CONTRACT AND CANNOT BE ADDED SUBSEQUENT TO PURCHASE.

C. ALL COVERAGE PLANS INCLUDE THE FOLLOWING BENEFITS:

1. **Substitute Transportation**: For a covered repair We will reimburse You for a rental car at the rate of up to fifty dollars ($50) per day for a maximum of five (5) days. To receive rental benefits, You must supply Us with a receipt from a licensed rental agency. *No Deductible will apply to this benefit.*
2. **Tire Road Hazard Reimbursement**: Until the expiration of the Contract or a tread depth of 3/32 of an inch, whichever comes first, We will reimburse You, without being subject to a deductible, for the repair of, or if necessary, the replacement of any of Your vehicle's tires (original size only) that have become damaged or unsafe for use due to a Road Hazard, excluding curb damage or any damage not incurred on a public road. In no event will Our liability for Tire Road Hazard Reimbursement exceed $150.00 per tire or a maximum of $600.00 during the term of this Contract. Pre-authorization for all Tire Road Hazard service is required. You must call (844) 299-0885 prior to any service being performed. Replacement tires will be of like kind, quality, and cost of the original tire as determined by reasonable and customary retail prices available from reputable national vendors.
3. **Auto Deductible Reimbursement**: You will be reimbursed for your Auto Deductible up to the benefit limit of $500 payable to You, if you sustain a collision or comprehensive loss on the insured vehicle listed on the Declarations Page of this contract. Reimbursement benefits are only payable if (a) the collision or comprehensive loss exceeds the applicable Covered Deductible and (b) You submit a claim with respect to the collision or comprehensive loss to the insurance company that issued the auto insurance policy, and that claim is paid by the auto insurance company. This benefit is provided by CT Auto Club, Inc., 16150 Main Circle Drive, Suite 410, Chesterfield, MO 63017, (800) 289-3920. All entities are collectively

referred to as CT Auto Club, Inc., throughout these Terms and Conditions. *No Deductible will apply to this benefit.*

Note: Auto Deductible Reimbursement benefit payments are in excess of any other applicable insurance or indemnity available to the member. Reimbursement benefit payments are limited to only those amounts not covered by any other insurance or indemnity. In no event will this benefit apply as contributing insurance. The maximum deductible reimbursement to You is $500 and will cover up to one (1) loss during the term of this Contract.

4. **24-Hour Roadside Assistance Services**: Emergency Roadside Assistance is available 24 hours a day, every day of the year throughout the United States & Canada. Your coverage begins on the date shown on this Contract and terminates on either the Expiration Date or the Expiration Mileage shown on Your Contract (whichever occurs first). In the event You cancel Your Contract, 24-Hour Emergency Roadside Assistance will cancel on the same date as the Contract cancellation. You will only have to pay for any non-covered expenses, or the cost of tows that exceed one hundred dollars ($100). Service must be a covered benefit under the terms and conditions of this Contract and is available only for the specific covered vehicle registered with CT Auto Club, Inc., as part of this Contract. "Covered Vehicle" is defined as the Vehicle listed on the Declarations Page for this Contract and registered with CT Auto Club, Inc. All emergency roadside assistance services are provided by CT Auto Club, Inc., 16150 Main Circle Drive, Suite 410, Chesterfield, MO 63017, (877) 805-9184. All entities are collectively referred to as CT Auto Club, Inc., throughout these Terms and Conditions. *No Deductible will apply to this benefit.*

Emergency Roadside Assistance: YOU must call toll free (877) 805-9184 and a service vehicle will be dispatched to your assistance. Important: Please be with your covered Vehicle when the service provider arrives, unless it is unsafe to remain with the vehicle, as the provider cannot service an unattended vehicle. In the event that service is not obtainable through CT Auto Club, Inc., you will receive an authorization number to receive a reimbursement of payments made according to your program benefit and coverage limits for services received independently. You must first contact CT Auto Club, Inc., for authorization to obtain independent services.

NOTE: ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN CT AUTO CLUB, IS NOT COVERED AND IS NOT REIMBURSABLE.

- **a.** *Towing Assistance* – If towing is required, the covered vehicle will be towed at no cost up to a limit of one hundred dollars ($100).
- **b.** *Flat Tire Assistance* – Service consists of the removal of the covered Vehicle's flat tire and its replacement with the spare tire located with the covered Vehicle, or the service provider will drive you to the closest tire store for repair.
- **c.** *Fuel, Oil, Fluid and Water Delivery Service* – An emergency supply of three (3) gallons of fuel, oil, fluid and water will be delivered if the covered Vehicle is in immediate need. You must pay for the fuel or other fluid when it is delivered.
- **d.** *Lock-Out Assistance* – If your keys are locked inside the covered vehicle, assistance will be provided to enter the covered Vehicle.
- **e.** *Battery Assistance* – If battery failure occurs, a jumpstart will be provided to start Your covered Vehicle. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the covered Vehicle in the commission of a felony.

The following items are not covered as part of the Emergency Roadside Assistance benefit:
Cost of parts, replacement keys, fluids, lubricants, fuel, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around a vehicle.

Tire repair, extrication or winching. Motorcycles, trucks over one-ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacturer for twenty (20) years or more), taxicabs, limousines, or other commercial vehicles. (Note: Ride share vehicles are not subject to this exclusion). Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicle in tow. Any and all taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from a service station, garage or repair shop. Towing by other than a licensed service station or garage; vehicle storage charges; a second tow for the same disablement. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a covered vehicle in need of routine maintenance or repair. Services received independently from CT Auto Club, Inc., without prior authorization from CT Auto Club, Inc.

Only one disablement for the same service type during any seven-day period will be accepted. *THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.*

IX. WHAT IS NOT COVERED:

Coverage is not provided under this Contract for any of the following Exclusions:

- **A.** For any repair or replacement made without prior authorization from Administrator to Licensed Repair
Facility.
- **B.** For any pre-existing condition, for any Breakdown occurring prior to the Effective Date and Mileage or reported after the Expiration Date or Mileage, or if the information provided by You, or the licensed repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- **C.** For any loss caused by faulty or negligent auto repair work, improper servicing or installation of defective parts. Any repair that has been misdiagnosed by the Licensed Repair Facility, or any failure that cannot be verified as accurate or is found to be inaccurate.
- **D.** For maintenance services and parts described in Your Vehicle's Owner's Manual as supplied by the manufacturer and other normal maintenance services including, but not limited to: tune ups, alignments, coolants, lubricants, hazardous/environmental waste charges or disposal fees and shop supplies.
- **E.** AutoGuard Premier, any of the following parts: spark plugs, spark plug wires, glow plugs, filters, fluids, 12V lead-acid batteries, batteries, battery cables/harness, belts, paint, carpet, bright metal, trim, sheet metal, bumpers, body panels, glass, moldings, upholstery, lenses, sealed beams, LED Lighting, headlight assemblies, light bulbs, brake rotors, brake drums, brake shoes, brake pads, fuses, circuit breakers, cellular phones, remote control consoles, radar detection devices, weather strips/body seals, all exhaust components, the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, emission vapor sensors, gas cap filler neck, catalytic converter; hoses, clamps, distributor cap and rotor, shock absorbers, manual/hydraulic clutch assembly (friction clutch disc and pressure plate, throw out and pilot bearing), outside ornamentation, frames/sub-frames and structural body parts and body components, brackets, door handles, lift gate handles, tailgate handles, door bushings/bearings, conversion van appliances, vinyl top, convertible top, canvas tops, convertible top assemblies, fabric top, fiberglass top, hardware or linkages (covered only as part of repair or replacement of a covered part), tires, wheel/rims, wheel balances, wheel covers, wheel lugs and lug nuts, valve stems, safety restraint systems (including airbags), lost or missing parts, electronic diagnostic equipment, freight, any repairs to correct rust, corrosion, water intrusion, water ingestion, water damage, odors, carburetors, air and water leaks, wind noise, squeaks, rattles. Fastening hardware (external nuts, bolts, springs, brackets, etc.,) are only

covered when required in connection with the replacement of a covered part, but never as a cause of failure. Any options/equipment not originally installed by the vehicle manufacturer.

F. For any damage and/or Breakdown resulting from damage caused to a Covered Part by impact or any other external force known or unknown, collision, bent or twisted parts, rust or corrosion, salt, environmental damage, contamination, oxidation, carbon, sludge, varnish, restricted oil passages, lack of proper quality or quantity of fluids or lubricants, damage caused when the engine exceeds the manufacturer's maximum recommended operating temperature (as indicated by gauges, warning lights, or audible warning sounds, warped, discolored or melted parts). Engine block and cylinder heads are not covered if damaged by overheating, freezing or warping. Any Breakdown resulting from acts of nature including but not limited to lightning, earthquake, windstorm, volcanic eruption, and freezing.

G. For any Breakdown caused by Your failure to follow the instructions in Section VII-A YOUR MAINTENANCE REQUIREMENTS, any Breakdown where maintenance records pertaining to a Breakdown have been requested by Us but cannot be produced or verified, or Breakdown as a result of lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle. For any loss caused by faulty or negligent auto repair work, improper servicing or installation of defective parts. Any repair that has been misdiagnosed by the Licensed Repair Facility, any failure that cannot be verified as accurate or is found to be inaccurate.

H. For new vehicles that do not have the full manufacturer's warranty in place or acknowledged by the Manufacturer. Breakdown or failure costs that should be covered by a manufacturer's warranty, recall, or any other dealer assistance program. Breakdown or failure costs that should be covered by the warranty of parts or workmanship on a previously repaired or replaced component, regardless of the manufacturers or repairer's ability to pay for such repairs or when the responsibility for the repair is covered by Your primary insurance.

I. For any repair for the purpose of correcting the gradual reduction of performance when a Breakdown has not occurred. Burnt valves, and/or burnt pistons are not covered. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel, fuels containing more than ten (10%) percent ethanol (if the engine was not manufactured for this mixture), excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants or improper engine adjustments. Any Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, or lack of lubrication. Repairs to seized or damaged parts due to operation without sufficient oil or coolant.

J. For loss of time, expense, storage charges, loss of use of Vehicle, loss of profits, income or other consequential damages, including, but not limited to loss or damage or injury to persons or property resulting from Breakdown of any of the covered parts.

K. For accidental loss or damage, physical damage, collision or upset, road hazard, falling objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, flood, malicious mischief, vandalism, riot, civil unrest, negligence, abuse or misuse, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle.

L. For any Breakdown caused by rust, residue, electrolysis or corrosion. Any Breakdown caused by the failure of any nuts, bolts or fasteners unless internally lubricated.

M. For any Vehicle that has been issued a Salvage or Rebuilt title unless the appropriate Salvage/Rebuilt AddOn is selected in the Declarations Section and the appropriate surcharge has been paid. The following are excluded from Coverage under this Contract irrespective of whether the Salvage/Rebuilt Option is selected: Any vehicle that has ever been issued a branded title for assembled, dismantled, scrap, fire, flood, saltwater, junk or parts only, or declared a "lemon"; Any vehicle that has been declared true milage unknown (TMU), has a failed, broken, disconnected or altered odometer; Any vehicle on which the actual accumulated mileage cannot be determined for any reason.

N. For a Breakdown of a covered component/part caused by Your refusal to perform reasonable repairs recommended by the dealer, Repair Facility, or Administrator. Any damage caused by failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes but is not limited to Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure. Lack of mechanical knowledge is not an excuse for continued operation.

O. For any part or repair that a repair facility or manufacturer recommends or requires to be repaired, replaced, adjusted or updated (including updating software or programming), in conjunction with a covered repair when a Breakdown of that part has not occurred. This includes modifications, replacement, or alteration of original systems necessitated by the replacement of an obsolete, superseded, redesigned, or unavailable part.

P. For the Breakdown of the HEV Battery/Battery Pack and/or replacement of HEV Battery cell(s) that are causing degradation in its ability to hold adequate charge.

Q. For Commercial Use Vehicles unless the appropriate Commercial Use Add-On is selected in the Declarations Section and the appropriate surcharge has been paid. The following are excluded from Coverage irrespective of whether the Commercial Use Add-On is selected: a vehicle used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; a vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; a police or emergency service vehicle or a vehicle with a municipal tag; or vehicles used for principally off-road use, prearranged or organized racing or competitive driving.

R. If any alterations have been made to Your Vehicle or you are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to: the failure of any custom or add-on part, trailer hitches, suspension reductions, or undersized wheels or tires. The maximum tire height modification allowed is four (4) inches in overall diameter larger than the manufacturer's specifications as displayed on the placard of Your Vehicle. Also, not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications. Any modification that voids the original manufacturer warranty will also void the coverage provided under this contract.

S. For frame and suspension modifications. For Lift Kits unless the Lift Kit Add-On is selected in the Declarations Section and the appropriate surcharge has been paid. Frame and suspension modifications exceeding a six-inch (6") lift or a four-inch (4") drop are excluded from Coverage irrespective of whether the Lift Kit Add-On is selected. The Lift Kit Add-On option does not apply to Omega Prestige coverage and is included without additional surcharge.

T. For any Breakdown or failure occurring outside of the United States or Canada.

U. For any repair or replacement of any covered part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions, or for any part that a repair facility or manufacturer recommends or requires to be replaced or repaired or is an update and is not a Breakdown. Damage to covered part due to failure of a non-covered part is also excluded.

V. For any benefit or payment for any loss directly or indirectly resulting from: cyber risk; political risk; war or acts of war; weapons of mass destruction; pollution or contamination (including threat thereof); nuclear reaction, or contamination; illegal activities of or on behalf of Contract Holder or any person in lawful possession of the Covered Vehicle; confiscation, seizure or destruction of property; or abandonment.

X. TRANSFER OF MANUFACTURER'S WARRANTY:

You are responsible for the transfer, and any applicable transfer fees, to retain all manufacturer's warranties available on the vehicle listed in the Declarations Section of the Contract. Failure to transfer the manufacturer's warranty can result in nonpayment of a claim if the manufacturer's warranty would normally have been in effect if the transfer had not been made.

XI. GUARANTEE:

Our obligations and the performance to You under this Contract are guaranteed and insured by a policy issued by Jefferson Insurance Company, 9950 Mayland Dr., Richmond, VA, 23233, (800) 497-4602. If a covered claim or refund is not paid within sixty (60) days (thirty (30) days in Arizona) after proof of loss has been filed, You may file a claim directly with the Insurance Company by contacting the Insurance Company at the number provided above. Jefferson Insurance Company does not insure the obligations of CT Auto Club, Inc.

XII. CANCELLATIONS:

You may cancel this Contract at any time by forwarding Your written request to the Selling Dealer or the Administrator. If You cancel this Contract, coverage will terminate and will not be reinstated. A copy of Your Contract and a notarized odometer statement indicating the odometer reading of Your Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first thirty (30) days of the date the Contract was issued to You and You have not incurred a claim ("Free Look Period"), the Contract is void and the entire Contract purchase price will be refunded. If the Contract is canceled after the Free Look period, the unearned Contract purchase price will be refunded calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less an administrative fee of fifty ($50) dollars and less any claims paid. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

We may cancel this Contract based on one or more of the following reasons: (1) Your Vehicle's odometer is disconnected or altered; (2) Your Vehicle is used in a manner not covered by this Contract; (3) The contract purchase price is not paid; or (4) Your Vehicle has been altered beyond manufacturer's specifications. If We cancel this contract during the Free Look Period, the entire Contract purchase price will be refunded, less and administrative fee of fifty ($50) dollars. If We cancel the contract after the Free Look Period, the unearned Contract purchase price will be refunded calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less and administrative fee of fifty ($50) dollars. If this Contract is cancelled because Your Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund. If this Contract is cancelled because of a total loss of Your Vehicle, the lienholder or creditor will be the sole payee of the refund, unless you provide the Administrator with proof that there is no lien or outstanding credit obligation against Your Vehicle.

All cancellation requests need to be submitted to the Selling Dealer. In most cases, if there is a refund due, the amount will be processed by the Selling Dealer.

XIII. CONTRACT HOLDER'S TRANSFER CONDITIONS:

This Contract, while in force, may be transferred by You to the subsequent owner of the Vehicle for a fee of fifty dollars ($50), payable to Us. The subsequent owner must also transfer the manufacturer's warranty, if available. Written evidence of all required maintenance services must be provided to Administrator upon transfer. Transfer is limited to an individual purchaser of the Vehicle (not a Dealer) and the title may not pass through a Dealer. All terms and conditions of the original Contract will apply to the transferee. Approval of transfers is at the discretion of the Administrator and may be declined for any reason.

Submission of a Transfer Application must be completed within thirty (30) days of the sale or transfer of the Vehicle to the subsequent owner. The Transfer Application may be obtained from the selling Administrator, or the Dealership. Refer to Special State Requirements for any exceptions or additional requirements in relation to the transfer of this Contract.

XIV. RENEWABILITY:

This Contract may be replaced upon expiration in accordance with the guidelines outlined herein. The request for replacement must be made at least 30 days and 1,000 miles prior to the Expiration Date and Mileage of this Contract in order to qualify for a replacement contract. The Vehicle must meet the then current underwriting guidelines relative to the Vehicle eligibility and coverage availability. A full mechanical inspection of the Vehicle may be required. If all the above criteria are met, We may issue a replacement contract. A replacement contract may be issued subject to the payment of the amount due on the type of Vehicle being covered, for the coverage purchased, pursuant to the then current rates and guidelines.

XV. DISPUTES: REQUEST FOR RECONSIDERATION

If You believe We have improperly denied a claim, You should first, before commencing legal action, submit a written request for reconsideration by email to complaints@oxcarecare.com or via first-class mail to EGV Companies, Inc. 50 N Laura Street, Suite 2500, Jacksonville, FL 32202. Please include Your full name and Contract number, a brief description of why You believe the claim was improperly denied, and any other information or documentation You believe is relevant to the claim. Please allow Us seventy-two (72) business hours from the time of receipt to respond.

XVI. ARBITRATION:

This Contract requires binding arbitration if there is an unresolved dispute between You and Us concerning the Contract (including the cost of, lack of or actual repair or replacement arising from a Breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Contract by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, You must make a written demand to seek arbitration at the following address:

EGV Companies, Inc.
50 N. Laura Street, Suite 2500, Jacksonville, FL 32202

This demand must be made within one (1) year of the earlier of the date the Breakdown occurred, or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Contract. The laws of the state of Florida (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Contract and all transactions contemplated by the Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of the Contract.

XVII. SPECIAL STATE REQUIREMENTS:

These special state requirements apply if Your Contract was delivered in one of the following states and supersedes any other provisions herein to the contrary:

COLORADO SPECIAL STATE REQUIREMENTS:

The policy number for Jefferson Insurance Company is JICVSC00000087.

CONNECTICUT SPECIAL STATE REQUIREMENTS:

Connecticut law requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicle as follows: Used Vehicles with a sale price of three thousand ($3,000) dollars, but less than five thousand ($5,000) dollars, coverage for thirty (30) days or fifteen-hundred (1,500) miles, whichever occurs first; Used Vehicles with a sale price of five thousand ($5,000) dollars or more, coverage for sixty (60) days or three thousand (3,000) miles, whichever occurs first. This law may cover the Vehicle You have purchased. If so, the following is added to this Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverage and exclusions in this Contract apply only to this Contract and are not the terms of the required dealer warranty. The Contract Holder may cancel at any time for any reason. Should this Contract expire while repairs covered under this Contract are in process, the term of this Contract will be automatically extended to the date that the Vehicle is released from the Repair Facility. Section XVI. is amended to advise You that written complaints may be mailed to: State of Connecticut, Insurance Department, PO Box 816, Hartford, CT, 06142-0816, Attention: Consumer Affairs. Written complaints must describe the dispute, the price of the product and cost of repair, and include a copy of this Contract.

GEORGIA SPECIAL STATE REQUIREMENTS:

We will not deny a claim under this Contract for a Breakdown caused by sludge build-up resulting from Your failure to perform recommended maintenance services. The exclusion set forth in Section IX.O. is limited to alterations made by You or with Your knowledge. The exclusion set forth in Section IX.L. is limited to pre-existing conditions known to You and information provided by You. The exclusion set forth in Section IX.R. is deleted in its entirety. Section XII. is amended as follows: We may only cancel this Contract for fraud, material misrepresentation, or nonpayment. In the event We cancel this Contract, We will retain a pro-rata amount based on greater of the days in force or the miles driven related to the term of this Contract and no administrative or cancellation fee will be assessed. If You cancel this Contract at any time, no administrative or cancellation fee will be assessed. All cancellations will conform to OCGA 33-24-44. Section XVI. is deleted in its entirety. The last sentence in the exclusion set forth in Section IX.L. is amended to read as follows: “Any loss if the odometer has failed, been broken, disconnected or altered, or if for any reason the Vehicle’s actual accumulated mileage cannot be determined subsequent to the purchase of this Contract.” The exclusion set forth in Section IX.D. is amended to delete the following language: “Any repair that has been misdiagnosed by the Repair Facility”.

HAWAII SPECIAL STATE REQUIREMENTS:

Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the First thirty (30) days. Any refund for a Contract cancelled by You during the First thirty (30) days will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. The right to void this Contract is not transferrable and applies only to the original Contract Holder. If We cancel this Contract, We will mail to You a notice of cancellation at Your last known address as reflected in Our files stating the effective date and reason for cancellation at least five (5) days prior to cancellation. However, We will not provide a notice of cancellation if the reason for cancellation is nonpayment of the purchase price, material misrepresentation, or a substantial breach of Your duties under the terms of the Contract.

IDAHO SPECIAL STATE REQUIREMENTS:
Coverage afforded under this Agreement is not guaranteed by the Idaho Guarantee Association.

ILLINOIS SPECIAL STATE REQUIREMENTS:
Section XII. is amended as follows: Any administrative fee assessed by Us in connection with cancellation shall not exceed the lesser of ten (10%) percent of the purchase price or fifty ($50) dollars.

INDIANA SPECIAL STATE REQUIREMENTS:
Your proof of payment to the issuing Seller for this Contract shall be considered proof of payment to the Insurance Company which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased this Contract. The exclusion set forth in Section IX.K. is amended as follows: Any exclusion for pre-existing conditions shall be limited to those pre-existing conditions which were known to You. Section XVI. Is amended as follows: Arbitration shall only be required upon mutual agreement by Us and You and shall take place in Your county of residence or other mutually agreed upon location. The arbitrator shall be mutually agreed upon by Us and You. For information regarding arbitration and the rules applicable thereto You may contact the American Arbitration Association at 800-778-7879. THIS CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW.

IOWA SPECIAL STATE REQUIREMENTS:
This Contract is subject to rules administered by the Iowa Insurance Division. You may call the Insurance Division at 515-281-5705. Written inquiries or complaints should be mailed to the following address: Iowa Department of Insurance and Financial Services, 1963 Bell Ave., Suite 100, Des Moines, Iowa 50315, Phone: 515-654-6600. . We will not use used parts to make a repair under this Contract without prior written authorization from You unless such parts were rebuilt in accordance with Iowa Administrative Code Rule 191-23.11(2). Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the First thirty (30) days. Any administrative fee charged for a cancellation by You outside of the First thirty (30) days shall not exceed the lesser of ten (10%) percent of the Contract purchase or fifty ($50) dollars. Any refund for a Contract cancelled by You during the First thirty (30) days will be paid within thirty (30) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. If You cancel this Contract, We will mail a written notice of cancellation to You within fifteen (15) days of the date of termination.

KANSAS SPECIAL STATE REQUIREMENTS:
Locksmith and Tire Service are not available.

LOUISIANA SPECIAL STATE REQUIREMENTS:
Section XII. is amended as follows: If you cancel this Contract within the first thirty (30) days of purchase, irrespective of whether We have paid a claim hereunder during that time period, the entire Contract purchase price will be refunded, less an administrative fee of fifty ($50) dollars.
Any concerns and/or complaints regarding this service contract may be directed to the Louisiana State Attorney General.

MAINE SPECIAL STATE REQUIREMENTS:
Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the First thirty (30) days. Any refund for a Contract cancelled by You during the First thirty (30) days will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. The right to void this Contract is not transferrable and applies only to the original Contract Holder. Any administrative fee charged for a cancellation by You outside of the First thirty (30) days shall not exceed ten (10%) percent of the Contract purchase price. If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files fifteen (15) days prior to cancellation

stating the effective date and reason for cancellation. If We cancel this contract for any reason other than nonpayment by You, the entire Contract purchase price will be refunded less an administrative fee of ten (10%) percent of the Contract purchase price, not to exceed fifty ($50) dollars.

MARYLAND SPECIAL STATE REQUIREMENTS:

Should this Contract expire while repairs covered under this Contract are in process, the term of this Contract will automatically be extended to the date that the Vehicle is released from the Repair Facility. Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the First thirty (30) days. Any refund for a Contract cancelled by You during the First thirty (30) days will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. The right to void this Contract is not transferrable and applies only to the original Contract Holder. Any administrative fee charged for a cancellation by You outside of the First thirty (30) days shall not exceed ten ($10) dollars.

MASSACHUSETTS SPECIAL STATE REQUIREMENTS:

Chapter 90, Section 7N1/4 of the General Laws of Massachusetts require an automobile dealer to provide a warranty covering certain classes of used motor Vehicles, as follows: Used Vehicles with less than forty thousand (40,000) miles at time of sale Provides coverage for ninety (90) days or thirty-seven-hundred and fifty (3,750) miles, whichever occurs first. Used Vehicles with forty thousand (40,000) miles or more but less than eighty thousand (80,000) miles at the time of sale Provides coverage for sixty (60) days or twenty-five hundred (2,500) miles, whichever occurs first. Used Vehicles with eighty thousand (80,000) miles or more, but less than one-hundred-and-twenty-five thousand (125,000) miles at the time of sale Provides coverage for thirty (30) days or twelve-hundred and fifty (1,250) miles, whichever occurs first. This law may cover the Vehicle You have purchased. If so, the following is added to this Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages, and exclusions in this Contract apply only to this Contract and are not the terms of the required dealer warranty. In Massachusetts the entity obligated to perform under this Contract is the Seller.

MINNESOTA SPECIAL STATE REQUIREMENTS:

Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the First thirty (30) days. Any refund for a Contract cancelled by You during the First thirty (30) days will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. The right to void this Contract is not transferrable and applies only to the original Contract Holder. If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files stating the effective date and reason for cancellation at least fifteen (15) days prior to the effective date of cancellation, five (5) days if cancellation is for nonpayment, material misrepresentation, or a substantial breach of Your duties under this Contract. Section XVI. is amended as follows: This Contract is deemed to have been made in Minnesota for purposes of Arbitration.

MISSISSIPPI SPECIAL STATE REQUIREMENTS:

Section XVI. is deleted in its entirety.

Section XII. is amended as follows: If You cancel this Contract within the first thirty (30) days of the date the Contract was mailed to You, or thirty (30) days of the purchase date and a claim has not been made hereunder, the Contract is void and We will refund the entire Contract purchase price. If a claim has been made hereunder during this time period, We will refund the entire Contract purchase price less any claims that have been paid, and an administrative fee of fifty ($50) dollars

MISSOURI SPECIAL STATE REQUIREMENTS:

Section XII. is amended as follows: If You cancel this Contract within the first thirty (30) days of the date the Contract was mailed to You, or thirty (30) days of the purchase date and a claim has not been made hereunder, the Contract is void and We will refund the entire Contract purchase price. If a claim has been made hereunder during this time period, We will refund the entire Contract purchase price less any claims that have been paid. Any cancellation refund for a voided Contract will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. The right to void this Contract is not transferrable and applies only to the original Contract Holder. Subsequent to this time period You may cancel this Contract and We will refund the unearned Contract purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less an administrative fee of fifty ($50) dollars. If this Contract is canceled for any reason outside of the time period during which the Contract can be voided, We will mail to You a written notice of cancellation within forty-five (45) days of the date of cancellation.

MONTANA SPECIAL STATE REQUIREMENTS:

Section XII. is amended as follows: If We cancel this Contract We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least five (5) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless We are cancelling the Contract for nonpayment, material misrepresentation, or substantial breach of Your duties hereunder in which case We will not provide You with prior notice of cancellation.

NEBRASKA SPECIAL STATE REQUIREMENTS:

Section XVI. is amended as follows: Arbitration shall only be required upon mutual agreement by Us and You.

NEVADA SPECIAL STATE REQUIREMENTS:

The exclusion set forth in Section IX.G. is amended to add the following: However, We will not deny coverage for the Breakdown of a covered component or part that is unrelated to any such non-manufacturer-recommended alteration or use. Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the First thirty (30) days. Any refund for a Contract cancelled by You during the First thirty (30) days will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty will be added to the refund. The right to void this Contract is not transferable and applies only to the original Contract Holder. If We cancel this Contract for any reason, We will mail You written notice of cancellation at Your last known address as reflected in Our files at least fifteen (15) days prior to cancellation. After this Contract has been in effect for seventy (70) days, We will not cancel this Contract, except for the following reasons, before the expiration of this Contract or one (1) year after the effective date of this Contract, whichever occurs first. (a) Failure by You to pay an amount when due; (b) Your conviction for a crime which results in an increase in the service required under this Contract; (c) Discovery of fraud or material misrepresentation by You in obtaining this Contract, or in presenting a claim under this Contract; (d) Discovery of: (1) An act or omission by You; or (2) A violation by You of any condition of this Contract, which occurred after the effective date of this Contract and which substantially and materially increase the service required under this Contract; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Contract was issued or sold. If We cancel this Contract for any reason, We will not impose a cancellation fee for such cancellation. The language in the first sentence of The exclusion set forth in Section IX.P., up to the colon (":") is hereby deleted and replaced with the following language: "This Contract will not cover any unauthorized alterations or if You are using or have used Your Vehicle in a manner not recommended by the manufacturer or damages arising from such unauthorized alterations or modifications not recommended by the manufacturer. If You have altered or used Your Vehicle in a manner not recommended by the manufacturer, We will not automatically suspend coverage that is unrelated to the unauthorized alteration or use not recommended by the manufacturer; this Contract will continue to provide applicable coverage that is not related to the unauthorized alteration or use not recommended by the manufacturer unless otherwise excluded by this Contract, including but not limited to".

Nevada State Department of Insurance, 1818 College Pkwy, Suite 103, Carson City, NV 89706, 775-687-0700

NEW HAMPSHIRE SPECIAL STATE REQUIREMENTS:

Section XVI. is amended as follows: Any civil action or any alternative dispute resolution procedure brought in connection with this Contract shall be brought in the courts of New Hampshire. In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department, 211 South Fruit Street, Suite 14, Concord, NH 03301 800-852-3416.

NEW JERSEY SPECIAL STATE REQUIREMENTS:

Section XII. Is amended as follows: No administrative fee will be assessed for cancellations made during the first thirty (30) days. Any refund for a Contract cancelled by You during the First thirty (30) days will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty will be added to the refund. If We cancel this Contract for a reason other than nonpayment of the Contract purchase price, material misrepresentation or omission by You, or a substantial breach of the Contract by You We will provide a written notice of cancellation to You at Your last known address as reflected in Our files at least five days prior to the effective date of cancellation stating the reason for and the effective date of cancellation.

NEW MEXICO SPECIAL STATE REQUIREMENTS:

Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the First thirty (30) days. A ten (10%) percent penalty per each thirty (30) day period or portion thereof shall be added to a refund due for a Contract cancelled by You during the First thirty (30) days that is not made within sixty (60) days of return of the Contract by You. We may not cancel this Contract unless We mail to You at Your last known address as reflected in Our files a notice of cancellation at least fifteen (15) days prior to the effective date of cancellation. If this Contract has been in effect for at least seventy (70) days, We may not cancel the Contract before its expiration or one (1) year after the effective date, whichever comes first, except for the following reasons: (1) nonpayment of the purchase price; (2) conviction of a crime by You that results in an increase in the services required under this Contract; (3) discovery of fraud or material misrepresentation by You in obtaining this Contract or presenting a claim hereunder; or (d) discovery of: (1) an act or omission by You; or (2) a violation of this Contract by You, which occurred after the effective date of this Contract and which substantially and materially increase the service required under this Contract.

The Office of Superintendent of Insurance of New Mexico, 1120 Paseo de Peralta, Suite 428, Santa Fe, NM 87501, 1-855-427-5674

NEW YORK SPECIAL STATE REQUIREMENTS:

Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the First thirty (30) days. Any refund for a Contract cancelled by You during the First thirty (30) days will be paid within thirty (30) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. The right to void this Contract is not transferrable and applies only to the original Contract Holder. If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least fifteen (15) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless We are cancelling the Contract for nonpayment, material misrepresentation, or substantial breach of Your duties hereunder in which case We will not provide You with prior notice of cancellation.

NORTH CAROLINA SPECIAL STATE REQUIREMENTS:
Section XII. is amended as follows: Any administrative fee charged shall not exceed the lesser of ten (10%) percent of the refund amount or fifty ($50) dollars.

OKLAHOMA SPECIAL STATE REQUIREMENTS:
This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The DEFINITION for Administrator means D&P Holdings, Inc. dba Auto Trac System, 18 Augusta Pines Dr., Suite 220W, Spring, TX 77389, 800-3531123. The DEFINITION for We, Us, Our means the Obligor, Sonsio International, Inc., 5630 Ward Road, Arvada, CO 80002, 866-608-9836 who is the entity that is obligated to perform under this Agreement. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Sonsio International, Inc., the Provider, holds Oklahoma Service Warranty Association license number 44197949. Section XII. is amended as follows: In the event You cancel this Contract, any administrative fee will not exceed the lesser of ten (10%) percent of the refund due or fifty ($50) dollars. If We cancel this Contract during the First thirty (30) days, we will not assess an administrative fee. If We cancel this Contract outside of the First thirty (30) days, We will pay a pro rata refund based upon one hundred (100%) percent of the unearned pro rata premium.

OREGON SPECIAL STATE REQUIREMENTS:
Section XVI. is deleted in its entirety.

SOUTH CAROLINA SPECIAL STATE REQUIREMENTS:
In the event of a dispute with Us, You may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Suite 1000, Columbia, SC 29201 803-737-6160. Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the First thirty (30) days. Any refund for a Contract cancelled by You during the First thirty (30) days will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. The right to void this Contract is not transferrable and applies only to the original Contract Holder. If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least fifteen (15) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless We are cancelling the Contract for nonpayment, material misrepresentation, or substantial breach of Your duties hereunder in which case We will not provide You with prior notice of cancellation.

TEXAS SPECIAL STATE REQUIREMENTS:
Questions and unresolved complaints concerning providers and administrators may be addressed to the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX, 12157 512-463-6599 or 800-803-9202. Section XI. is amended as follows: If a refund or credit is not paid within forty-five (45) days after the date this Contract is cancelled You may file a claim directly with the Insurance Company. Section XII. is amended as follows: If You cancel this Contract before the thirty-first (31) day after the date of purchase We will refund the entire Contract purchase price less any claims paid hereunder. Subsequent to this time period, You may cancel this Contract and We will refund the unearned Contract purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, and a cancellation fee of fifty ($50) dollars. The right to cancel this Contract is not transferrable and applies only to the original Contract Holder. If We cancel this Contract We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least five (5) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless We are cancelling the Contract for nonpayment, fraud or material misrepresentation by You, or substantial breach of Your duties hereunder in which case We will not provide You with prior notice of cancellation. If We cancel this Contract, We will refund the unearned Contract purchase price calculated on a pro-rata basis as the

lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation. A ten (10%) percent penalty per month of any refund amount outstanding shall be added to a refund for a Contract cancelled by You that is not made before the forty-sixth (46) day of receipt of a notice of cancellation by Us.

UTAH SPECIAL STATE REQUIREMENTS:

This Contract is subject to limited regulation by the Utah Insurance Department. To File a Complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association. Section VII.B.6. is amended as follows: Failure to provide repair orders and documentation to the Administrator within thirty (30) days will not result in a claim being denied hereunder unless such failure has prejudiced Us. Section XII. is amended as follows: We may not cancel this Contract prior to the earlier of the Expiration Date or Mileage or one year from the Effective Date and Mileage unless We are cancelling the Contract for one of the following reasons: nonpayment of premium; material misrepresentation; substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or substantial breaches of Your duties hereunder. If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least thirty (30) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless We are cancelling the Contract for nonpayment in which case, We will mail such notice at least ten (10) days prior to the effective date of cancellation. If the reason for cancellation is not provided in the notice, We will send by first class mail or deliver that information within ten (10) working days after receipt of a written request by You. Section XV. is amended as follows: Claims or controversies shall not be subject to arbitration if the amount of the claim or controversy is within the jurisdictional limits of the small claims court of the state where the action would be brought.

VIRGINIA SPECIAL STATE REQUIREMENTS:

Section XVI is amended to add the following: To file a complaint, you may contact the Virginia Department of Agriculture and Consumer Services, Offices of Charitable and Regulatory Programs, 102 Governor St, Richmond, VA 23219, 804-786-3523.

VERMONT SPECIAL STATE REQUIREMENTS:

Any civil action brought in connection with this Contract must be brought in the courts of Vermont. Section XII. is amended as follows: The original Contract Holder may return this Contract within twenty (20) days of receipt of the Contract and, if no claim has been made hereunder, We will make a refund of the full purchase price of the Contract. Subsequent to this time period, or if a claim has been made during this time period, You may cancel this Contract and We will refund the unearned Contract purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, and an administrative fee of fifty ($50) dollars.

WASHINGTON SPECIAL STATE REQUIREMENTS:

The DEFNINITION for We, Us, Our means the Obligor, D&P Holdings, Inc., 18 Augusta Pines Drive, Suite 220W, Spring, TX 77389, (800) 353-1123. Section XII, paragraph 1, is deleted and replaced by: You may cancel this Contract at any time by forwarding Your written request, within thirty (30) days after the requested cancellation date, to the Selling Dealer or the Administrator. If You cancel this Contract, coverage will terminate and will not be reinstated. A copy of Your Contract and a notarized odometer statement indicating the odometer reading of Your Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first ten (10) days of the date the Contract was issued to You and You have not incurred a claim, the Contract is void and the entire Contract purchase price will be refunded. If this Contract is cancelled by You after ten (10) days, but within the first thirty (30) days of the date the Contract was issued to You and You have not incurred a claim (“Free Look Period”), the Contract is void and the entire Contract purchase price will be refunded, less an administrative fee of twenty-five ($25) dollars. If the contract is cancelled by you within the Free Look Period, and claims have been paid, we will refund you the full purchase price less any claims aid, and an administrative fee of twenty-five ($25) dollars. If the Contract is canceled after the Free Look period, the unearned Contract purchase price will be refunded calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less an administrative fee of twenty-five ($25) dollars. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

WISCONSIN SPECIAL STATE REQUIREMENTS:
THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Notice of loss, and all repair documentation should be forwarded to the Us as soon as reasonably possible but may be filed up to one (1) year from the date of loss. Section XI. is amended as follows: In the event that We become insolvent or otherwise financially impaired, You may file a claim directly with the Insurance Company for reimbursement, payment, or provision of a service hereunder. Section XII, paragraph 1. is deleted and replaced with: You may cancel this Contract at any time by forwarding Your written request, within thirty (30) days after the requested cancellation date, to the Selling Dealer or the Administrator. If You cancel this Contract, coverage will terminate and will not be reinstated. A copy of Your Contract and a notarized odometer statement indicating the odometer reading of Your Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first thirty (30) days of the date the Contract was issued to You (“Free Look Period”), the Contract is void and the entire Contract purchase price will be refunded, unless you have incurred a claim, at which time we will refund the full Contract purchase rice less any claims, and an administrative fee of fifty ($50) dollars. If the Contract is canceled after the Free Look period, the unearned Contract purchase price will be refunded calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less an administrative fee of fifty ($50) dollars. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund. The following is added to the end of section XII: A ten (10%) percent penalty per month shall be added to a refund due for a voided Contract that is not made within forty-five (45) days of return of the Contract by You. The right to void this Contract is not transferrable and applies only to the original Contract Holder. In the event that the Vehicle is subject to a total loss that is not covered by a replacement pursuant to the terms of this Contract, You are entitled to cancel this Contract and We will refund the unearned Contract purchase price calculated on a pro-rata basis as described above but will not deduct any administrative fee. We may cancel this Contract only for the following reasons: nonpayment; material misrepresentation by You to Us; or substantial breach of Your duties hereunder. If We cancel this Contract, We will refund the unearned Contract purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less an administrative fee of ten (10%) percent of the Contract purchase price not to exceed seventy-five ($75) dollars. If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least five

(5) days prior to the effective date of cancellation stating the effective date and reason for cancellation. Section XV. is amended to read as follows: ARBITRATION: Mandatory arbitration is not permitted. Both parties must agree to participate. If one party disagrees to participate, this arbitration provision becomes null and void.

WYOMING SPECIAL STATE REQUIREMENTS:

Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the first thirty (30) days. Any refund for a Contract cancelled by You during the first thirty (30) will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. The right to void this Contract is not transferrable and applies only to the original Contract Holder. Any administrative fee charged for a cancellation by You outside of the first thirty (30) days shall not exceed shall not exceed the lesser of ten (10%) percent of the Contract purchase price or fifty ($50) dollars. If We cancel this Contract We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least ten (10) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless We are cancelling the Contract for nonpayment, material misrepresentation by You, or substantial breach of Your duties hereunder in which case We will not provide You with prior notice of cancellation. Section XVI. is amended as follows: Arbitration shall only be required upon mutual agreement by Us and You to submit any controversy or claim arising out of or relating to this Contract, or a breach hereof, to binding arbitration and shall take place in Your county of residence or other mutually agreed upon location in Wyoming.

EGV COMPANIES, INC. PRIVACY POLICY:

The Gramm-Leach Bliley (GLB) Act, which deals in part with how financial institutions treat nonpublic financial information (‘‘information’’). EGV Companies, Inc. is committed to maintaining the trust of our customers. We maintain that trust by keeping information about our customers in a secure environment and using that information in conformance with this policy. This policy outlines the types of information EGV Companies, Inc. collects and the kinds of companies with whom we may share such information. These examples are illustrative only. In addition, Contract Holder may have other privacy protection under state law. EGV Companies, Inc. will comply with applicable state law regarding information about Agreement Holder. EGV Companies, Inc. reserves the right to modify or supplement this policy at any time. If we make any changes, we will provide current customers with a revised notice.

INFORMATION EGV COMPANIES, INC. MAY COLLECT:

- Information EVG Companies, Inc. receives from Contract Holder, or is provided to Us on Contract Holder’s behalf, on applications and other forms, such as Contract Holder’s name, address, telephone number, lender’s name, finance agreement term and Vehicle information.
- Information about Contract Holder’s transactions with EVG Companies, Inc. our affiliates, or others.
- Information will be provided as EVG Companies, Inc. deems appropriate to determine eligibility, to process claims, as authorized by Contract Holder, or as otherwise permitted or required by law. INFORMATION EGV COMPANIES, INC. MAY DISCLOSE, TO WHOM WE MAY DISCLOSE, DISCLOSURES PERMITTED BY LAW, AND DISCLOSURES FOR JOINT MARKETING AND SERVICING.
- EVG Companies, Inc. restricts access to the information to authorized individuals who need to know this information to provide service and products to Contract Holder, or to administer Contract Holder’s account. EVG Companies, Inc. uses physical, electronic and procedural security measures designed to protect our customer information. We also train our employees about the meaning and requirements of EVG Companies, Inc. policy for information security and confidentiality.

- EVG Companies, Inc. does not disclose this information about current customers or any former customers to anyone, except as permitted by law.
- The law permits EVG Companies, Inc. to share this information with our affiliates and other affiliated service providers.
- The law also permits EVG Companies, Inc. to share information with companies that perform marketing services for Endurance Dealer Services, LLC, or other institutions that have joint marketing agreements with EVG Companies, Inc., such as where Contract Holder purchased the Vehicle and applied for the EVG Companies, Inc. Vehicle Service Agreement. Agreement Holder does not need to do anything as a result of this notice. It is meant to inform Contract Holder of how EVG Companies, Inc. collects, shares, and safeguards Contract Holder's nonpublic financial information, and is not a part of the Contract.

2 YEARS PREPAID MAINTENANCE PROGRAM

Here are the details of your Prepaid Maintenance Program.
Please call for all services @ (844) 299-0885 ext. 2.

OIL CHANGES AND TIRE ROTATION -. Oil changes are provided 3 per year up to 5 qtrs. ($40.00 value). Or 2 oil changes per year for synthetic or synthetic blend ($60 value). Any additional cost will be at the owner's expense at the time of service. Tire rotation is included with each service (When provided by the selected service Provider).

ENGINE DIAGNOSTIC & ALIGNMENT CHECK - First year only we will provide $32.00 for the engine diagnostic. Any Additional cost at owner's expense.

ALIGNMENT CHECK - First year only we will provide $20.00 for the alignment check. Any Additional cost at owner's expense.

PRIVACY POLICY - Ox Car Care holds all information provide in the upmost confidence provided. By providing an email address you consent to receive e-mail communication concerning your account and any additional discount services provide by Ox Car Care. Ox Car Care will not share any information received from vehicle owner with anyone except to those companies directly related to the Ox Car Care products and services being provided.

TERMS AND CONDITIONS - Ox Car Care will be held harmless for any defective product, faulty replacement, or vehicle damage that may arise from work performed by a Service Provider. Refunds will not be provided for unused services.

If payment for the service was issued directly to the repair facility, it is the responsibility of the repair facility to submit the invoice to maintenance@oxcarcare.com upon service completion for verification and recordkeeping.

SECURITY - Ox Car Care maintains physical, electronic, and procedural safeguards to protect personal information.

This is not an insurance policy. This Vehicle Prepaid Maintenance Program is between Ox Car Care, Inc., called "WE", "US or "COMPANY" and the Contract Holder, called "YOU" or "YOUR." It provides coverages indicated, only for the first 2 years of your contract. Only the Vehicle described is covered. THIS MAINTENANCE PROGRAM HAS NO DEDUCTIBLE

Some additional fees may apply such as oil waste disposal and Tire disposal fee in same states.

Please note that this is a discount program and where your discounted rate may pay for services in full there may be additional charges that apply in some cases. In case of any Questions or concerns please contact us at (844) 299-0885 ext. 2.

HOW TO USE YOUR PROGRAM - Contract holder can choose the location that they prefer to have these services performed. Just have the servicing Provider contact us at (844) 299-0885 ext. 2. They will be asked for the last 8 digits of the contract holders vin number to identify the correct vehicle and the cost for the service provided as shown in contract will be paid directly to the service Provider at the time of service.
For any reimbursement request related to services covered under the 2-Year Pre-Paid Maintenance Program, the request and all supporting documentation must be submitted to maintenance@oxcarcare.com within 30 days of the date the service was completed. Failure to provide timely notice and documentation may result in a denial of reimbursement.

Obligor and Administrator is Ox Car Care/Ox Warranty Group

PAYMENT PLAN AGREEMENT

The Purchaser hereby agrees to purchase from the Seller, on a time basis, subject to the terms of this Payment Plan Agreement ("Agreement"), a service contract (the "Contract") offered by the Seller. Purchaser has been given the opportunity to purchase the Contract for cash or to finance it pursuant to this Agreement. In this Agreement the words "you" and "your" shall mean the Purchaser who signs this Agreement. The words "Seller," "we," "our" and "us" shall mean the Seller named below, or, upon assignment of this Agreement, the Assignee as defined in the "Assignment" section below.

Purchaser			Seller Ox Car Care		
Address			Address 17875 Von Karman Ave. Suite 150		
City	State	Zip	City Irvine	State CA	Zip 92614
Phone	Email		Phone (844) 299-0885		
Vehicle Year	Vehicle Make	Vehicle Model	Contract Number	Contract Type Vehicle Service Contract	
VIN			Administrator Ox Car Care		

FEDERAL TRUTH IN LENDING DISCLOSURE				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	**FINANCE CHARGE** The dollar amount the credit will cost you	**Amount Financed** The amount of credit provided to you or on your behalf	**Total of Payments** The amount you will have paid when you have made all scheduled payments	**Total Sale Price** The total cost of your purchase on credit, including your down payment of $ 75.00
%	**$ .00**	**$**	**$**	**$**

PAYMENT SCHEDULE		
Number of Payments	**Amount of Each Payment**	**When Payments Are Due**
	$	Monthly Beginning Ending

PREPAYMENT: You may pay all or any part of the unpaid balance on this loan at any time without any penalty.

OTHER CHARGES (LATE FEE; DISHONORED CHECK FEES): Unless otherwise specified by the applicable laws of the state where you are located, you must pay a late fee on the part of each payment not made within 10 days after the date the payment is due in the amount of $5. Unless otherwise specified by the applicable laws of the state where you are located, if any payment that you make on this Agreement is returned for any reason, you agree to pay a dishonored check fee of $20.

PROMISE TO PAY: You promise to pay the Seller (or its Assignee) in accordance with the terms of this

ITEMIZATION OF AMOUNT FINANCED
Purchase Price 1. $
Cash Down Payment 2. $
Unpaid Balance of Purchase Price (1 minus 2) 3. $
Amounts Paid to Others on Your Behalf 4. $
Balance of Purchase Price and Other Charges (3 plus 4) 5. $
TOTAL AMOUNT FINANCED

Agreement and the payment schedule shown above the Amount Financed shown on the Federal Truth in Lending Disclosures, plus finance charges accruing on a daily simple interest basis on the unpaid	$
balance at the rate of 0.0% per year from today's date until this Agreement is paid in full, and any other charges or fees you owe according to the terms and conditions of this Agreement. **ASSIGNMENT:** You may not assign this Agreement or the Contract or any of the benefits and obligations under this Agreement or the Contract, except to Assignee until the Amount Financed has been fully repaid. For value received, the Seller hereby assigns all of its rights, title and interest in this Agreement to WalCo Funding, LLC with its principle place of address at 415 N. LaSalle Drive, Suite 700B, Chicago, IL 60654 ("Assignee") and you hereby assign to Assignee all of your rights, title and interest in the Contract (but none of the obligations), including the right to collect or receive refunds if the Contract is cancelled for any reason, other than the right to receive amounts due to you in respect of repair claims made under the Contract. Assignee shall be deemed to reassign all of its right, title and interest in the Contract to you on the earlier of the date on which the Amount Financed has been fully repaid or the date on which Assignee has received all refunds with respect to the Contract which Assignee is entitled to receive. This transfer and assignment is acknowledged by Seller and made pursuant to and is subject to any agreement between Seller and Assignee by which Assignee has agreed to accept the transfer and assignment of this Agreement from you and the Contract from Seller. This transfer and assignment is also acknowledged by the Administrator of the Contract.	

Purchaser may make the payments due on this Agreement via check, money order, automated clearing house (ACH) debit from a checking or savings account, or major credit cards. If Purchaser fails to select a Payment Option, Purchaser shall be deemed to have selected Payment Option 3.

PAYMENT OPTIONS:

Payment Option 1: Authorization for Credit card Payment
The Purchaser hereby authorizes Seller (and its Assignee) to make the payments due on this Agreement with consecutive monthly charges to Purchaser's credit card account listed below, in the amounts and on the dates disclosed in the Payment Schedule shown above, until such time as all amounts owing under this Agreement are paid in full.

xxxxxxxxxxxx

Credit Card Number	Expiration Date (MM/YYYY)	Type of Card (MC, Visa, Amex, Discover)

I authorize charges to my credit card account for payment of the Amount Financed together with all Other Charges in accordance with this Agreement. In the event that my credit card expires or becomes invalid, I authorize Seller (and its Assignee) to continue to process payments by providing what it reasonably believes to be accurate or corrected billing information. I agree to the foregoing as a convenience and waive any liability against Seller (and its Assignee) in connection with or related to the foregoing.

Payment Option 2: Authorization for Bank Account Direct Debit
Purchaser hereby authorizes Seller (and its Assignee) to instruct Purchaser's financial institution described below to make the payments due under this Agreement, in the amounts and on the dates disclosed under Payment Schedule, from the account listed below, by electronic automatic debit of Purchaser's checking or savings account. This authority will remain in effect until such time as the all amounts due under this Agreement are paid in full.

☐ Checking ☐ Savings

Name of Financial Institution	Routing Number (Must be 9 digits long)	Account Number

I authorize charges to my direct deposit account for the payment of the Amount Financed together with all Other Charges in accordance with this Agreement.

Payment Option 3: Monthly Bill
The balance due under this Agreement may be paid directly by Purchaser in accordance with the Payment Schedule shown above. Purchaser will receive a monthly bill and shall make payment on or before the Payment Date of each consecutive month until all amounts due under this Agreement are paid in full. Purchaser shall send payments to such address as Seller (and its Assignee) provides to Purchaser.

SECURITY INTEREST: You assign, give and grant to Seller (or its Assignee) a security interest in the Contract purchased from the Seller. Please read the Contract for additional information on security interests, non-payment, default, and our right to require repayment of your debt in full before the scheduled maturity date.

CANCELLATION BY PURCHASER: Purchaser has the right to cancel the Contract at any time. Purchaser may cancel the Contract by consulting the Contract booklet for the specific steps required for cancellation. **IMPORTANT: Any requests for cancellation should be directed to the Seller or Administrator of the underlying Contract. The Assignee may not cancel the Contract. The Assignee is solely responsible for the billing and collection of monthly payments pursuant to this Agreement. Assignee is not responsible for any liability or**

obligation related to the payment or denial of claims, refunds to Purchaser, or the Contract itself.

CANCELLATION BY SELLER (OR ASSIGNEE): Subject to applicable state and federal laws, we may declare this Agreement to be in default and cancel this Agreement if: (1) you do not make the full amount of any payment by its scheduled due date; or (2) any event occurs that, in our reasonable judgment, significantly impairs the prospect of your payment or performance of this Agreement. If you are in default on this Agreement, Seller or Assignee is authorized to cancel this Agreement and direct Administrator or Seller to cancel (subject to any notice that may be required by applicable law, if any) Purchaser's Contract. We may also exercise our security interest in the Contract and apply any refunds or credits due to you under the Contract to the amount that you owe us under this Agreement. If we cancel the Contract and this Agreement due to your default, any payment that you make after the effective date of cancellation (or after a notice of cancellation is mailed to you) will **not** result in an automatic reinstatement of the Contract but will be applied to your outstanding obligations, if any, under this Agreement. Neither the acceptance nor the application of any such payments shall constitute an undertaking by Seller to take steps to attempt to reinstate such Contract or constitute a waiver of any event of default hereunder, unless otherwise required by applicable state or federal laws.

CONTRACT REFUNDS: Refunds are the sole responsibility of the Seller and/or Administrator. In the event of Contract cancellation either by the Purchase or by the Seller (or Assignee) in accordance to the cancellation provisions above, Purchaser should contact the Seller or Administrator for any refunds for which Purchaser may be entitled.

SPECIAL PAYMENT ARRANGEMENTS. In the event of financial hardship, Assignee may, in its sole discretion, defer payments or make other special payment arrangements (collectively, "Deferments") with Purchaser. A Deferment shall not terminate, modify or otherwise affect Purchaser's obligations under this Agreement.

ADDITIONAL PROVISIONS: The personal information regarding Purchaser that is provided by Purchaser in connection with this Agreement will not be used or shared with any other party other than for the purpose of the services provided in this Agreement and the Contract and as required or permitted by applicable law. This Agreement sets forth the terms and conditions of the payment terms agreed to by Purchaser by phone or other electronic means. Purchaser agrees that he/she has had the opportunity to review, accept, and correct any errors contained in this Agreement. Purchaser affirms he/she will further review this Agreement and correct any errors contained herein by contacting Seller (and its Assignee) within thirty (30) days of the date listed below. You agree to notify the Seller of any change in your name or address within ten (10) days of such occurrence.

WAIVERS, ENTIRE AGREEMENT: The content and format of this Agreement have been adopted to provide Purchaser with important information in a clear and familiar form, and their use does not imply that any particular federal or state law relating to lending or installment sales is applicable to this Agreement or the transaction it contemplates. Seller's or Assignee's failure to require strict performance of any provision hereof or to exercise any of its rights hereunder, shall not be construed as a waiver of relinquishment of any future rights under such provision, but the provision shall continue and remain in full force and effect. The exercise of any rights or remedies by Seller or Assignee under this Agreement is cumulative and shall not preclude Seller from exercising any other right or remedy it may have hereunder or at law. Each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law. If any provision hereof is held to be unenforceable or invalid under applicable law, the unenforceability or invalidity of such provision shall not impair the validity or enforceability of the remaining provisions hereof. Time is of the essence in this Agreement.

MANDATORY ARBITRATION: **READ THIS PROVISION CAREFULLY AS IT AFFECTS YOUR RIGHT TO A JURY TRIAL.** Purchaser, Seller and Assignee mutually and voluntarily agree to the following (1) Any and all disputes, claims or controversies arising out of or in connection with this Agreement or in any way connected to Purchaser's relationship with Assignee, no matter how described, pleaded or styled, including claims arising in tort and/or contract, shall be decided exclusively and finally by binding arbitration. The arbitration hearing shall be conducted at an AAA approved location nearest to the Purchaser's address; (2) The arbitration shall be conducted before the American Arbitration Association (the "AAA"), pursuant to the AAA Commercial Arbitration Rules, available at www.adr.org or upon request. The arbitration shall be conducted by one neutral arbitrator appointed by the AAA. The arbitrator shall have the authority to award any monetary and nonmonetary relief available to either party in an action otherwise prosecuted in court, including injunctive and other provisional relief. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The cost of initiating the arbitration and the arbitrator's compensation (but excluding fees and costs of Purchaser's counsel, if any) shall be paid by Seller or Assignee; (3) This arbitration shall be solely between the parties to this Agreement, and no class arbitration or other representative action may be undertaken by the arbitrator, and the arbitrator shall have no power to consolidate or join claims of other parties or persons who may be similarly situated; (4) The Federal Arbitration Act ("FAA") and related federal law shall govern the interpretation and enforcement of this Paragraph to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies between the parties to this Agreement. The arbitrator shall apply Illinois law consistent with the FAA and related federal law, including applicable statutes of limitations and shall honor claims of privilege recognized at law; (5) With the exception of subpart (3) above, if any part of this arbitration agreement is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein; and (6) Purchaser may elect to opt out of this arbitration provision by sending written notice to Assignee before 5:00 p.m. Eastern Time on the tenth (10th) calendar day after this Agreement is executed, or such notice shall be of no force and effect. Assignee's contact information appears in the Assignment clause above. The foregoing time limit shall be strictly construed. Opting out of this arbitration provision shall not terminate the Agreement or otherwise affect in any way any of the other rights and obligations of the parties hereto under the terms of the Agreement. **Purchaser hereby agrees that they have read and understand the Arbitration Agreement.**

WAIVER OF CLASS ACTION: PURCHASER HEREBY WAIVES ANY RIGHT TO BRING ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER ARISING IN CONNECTION THERWITH ON A CLASS ACTION BASIS.

APPLICABLE LAW: The Agreement is governed by and will be subject to applicable federal law and the law of the state where the Seller is located as shown on the front of this Agreement. If any section or provision of this Agreement is not enforceable, the other terms will remain part of this Agreement. You authorize us to correct any clerical error or omissions in this Agreement or in any related document.

WAIVER OF JURY DEMAND: PURCHASER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY WITH REGARD TO THIS AGREEMENT, THE CONTRACT OR ANY OTHER ACTION ARISING IN CONNECTION THEREWITH. SELLER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING.

MODIFICATIONS: This Agreement contains all of the terms of your agreement with us related to the subject matter of this Agreement. Any change to this Agreement must be in writing and we must sign it. No oral changes are binding.

ANY HOLDER OF THIS PAYMENT PLANT AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS AND CONTRACT OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

SIGNATURE PAGE

NOTICE TO THE PURCHASER: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO AN EXACT AND COMPLETELY FILLED-IN COPY OF THE AGREEMENT WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. (3) UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME AND WITHOUT PENALTY. IF YOU DESIRE TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE, THE AMOUNT WHICH IS OUTSTANDING WILL BE FURNISHED UPON REQUEST. (4) YOU HAVE THE RIGHT TO CANCEL THE CONTRACT AT ANY TIME. IN DOING SO, YOU MAY OBTAIN A PARTIAL REFUND UNDER CERTAIN CONDITIONS.

By signing below or making your first payment pursuant to the Payment Schedule above, you agree that you received a completely filled-in copy of this Agreement and that you are subject to and bound by all of the terms and conditions set forth in this Agreement.

____
Purchaser

____
Purchaser’s Signature

____
Date

____
Seller Representative

____
Signature

____
Date