

 **smile,** you know what to expect
when the unexpected happens.®



2-10 Home Buyers Warranty

13900 E. Harvard Ave.
Aurora, CO 80014

**Important document regarding
your new Service Agreement.**

View online: 2-10.com/homeowner

T3 MRSN 10



Jane Doe
10375 E Harvard Ave Ste 100
Denver, CO 80231-3966

This is a sample agreement. The final agreement issued in connection with a particular home will establish all terms, conditions, and coverage that applies to the home. For terms and conditions that apply to homes located in a particular state, please refer to Section IX in the Terms of Service. As this is a sample, the agreement availability, options, and pricing may vary depending on your zip code.

Homeowner: Jane Doe

Property Address: 10375 E Harvard Ave Ste 100, Denver, CO 80231

Service Agreement Number	Effective Date	Expiration Date	Your Service Fee
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Sample	DD/MM/YYYY	DD/MM/YYYY	\$00.00
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Plan Purchased:
Purchased Options:

Service Agreement Price	Options	Taxes	Finance Charge	Total Cost
\$00.00	\$00.00	\$00.00	\$00.00	\$00.00

Certain items and events are not covered by this Agreement. Please refer to listed exclusions starting on page 4.
This 2-10 HBW Service Agreement is intended to protect the listed Homeowner and property address only.
Sales tax may apply.

Unexpected is **Expensive.**[®]



With 2-10 Home Buyers Warranty you have a plan to make protecting your Home simple and affordable.

As a 2-10 HBW customer, you get industry-leading protection for unexpected breakdowns. But did you know your Agreement also comes with special programs, perks, and discounts? Check out some of the bonuses you get for being a loyal 2-10 HBW customer.

2-10 HBW Creates **Exceptional Experiences** for Homeowners.



Appliance Discount Program

The 2-10 HBW Appliance Discount Program gives you exclusive discounts on GE and Whirlpool brand appliances. You can access these discounts at any time during the Term of your Agreement at 2-10.com/homeowner.



Appliance Color Match

2-10 HBW will match the color of the existing appliance, where possible, during an appliance replacement. Primary functionality will be matched first, followed by color matching.



Appliance Replacement Offer

When an appliance fails, you have 2 options: 1) You can request Service under this Agreement, or 2) You can use 2-10 HBW's Appliance Replacement Offer. If you use the Appliance Replacement Offer, you do not need to pay your Service Fee. **Instead, you can request a reimbursement of up to \$150 to put toward the cost of replacing your appliance.** To qualify for this reimbursement, you must purchase and install a new appliance (used or refurbished appliances do not qualify). Then, submit your paid receipt to us using the instructions we will email to the primary homeowner.



'Even If' Service Fee GuaranteeSM

This guarantee offers you extra protection. If you request Service and pay a Service Fee, and 2-10 HBW determines that your request is not eligible for coverage, we will refund your Service Fee at your request. Additionally, if a Component is serviced and fails again within the Term of the Agreement, another Service Fee will not be due for that specific Component.

Here's How It Works:

1 YOU'VE PURCHASED



Thank you!

Please review this Agreement for coverage details.

2 UPDATE ACCOUNT



Visit 2-10.com/homeowner to update your profile.

3 NEED SERVICE?



Visit 2-10.com/homeowner to check for eligible coverage and request Service.

4 CONTRACTOR ASSIGNED



A Contractor will contact you to schedule an appointment.

5 HAPPY HOME



Share your feedback with us via a survey. Sit back and relax knowing we have your Home covered.

Programs, perks, and discount availability may vary by package and be subject to additional terms and conditions. Visit 2-10.com/homeowner for details.

Coverage Packages

✓ Included In Package ○ Available Within Purchased Option

		Pinnacle Home	Complete Home	Essential Home	Simply HVAC	Simply Kitchen
Special Programs	'Even-If' Service Fee Guarantee	✓	✓	✓	✓	✓
	Appliance Discount Program	✓	✓	✓	✓	✓
	Appliance Color Match	✓	✓	✓		✓
	Appliance Replacement Offer	✓	✓	✓		✓
Appliances	Refrigerator (with Ice Maker/Crusher)	✓	✓	✓		✓
	Dishwasher	✓	✓	✓		✓
	Range, Oven and Cooktop	✓	✓	✓		✓
	Built-in Microwave	✓	✓	✓		✓
Heating and Cooling	Heating System	✓	✓	✓	✓	
	Air Conditioning and Heat Pump	✓	✓	✓	✓	
	Thermostats (All Types)	✓	✓	✓	✓	
Plumbing	Pipe Leaks or Breaks	✓	✓		○	○
	Drain Line Stoppages	✓	✓		○	○
	Water Heater (Tankless/Direct Vent)	✓	✓		○	○
	Toilets	✓	✓		○	○
	Sump Pump	✓	✓		○	○
	Valves	✓	✓		○	○
	Pressure Regulators	✓	✓		○	○
Electrical	Electrical wiring	✓	✓		○	○
	Switches	✓	✓		○	○
	Outlets	✓	✓		○	○
	Panels	✓	✓		○	○
	Doorbell	✓	✓		○	○
Supreme	Haul Away/Disposal Fees	✓	○	○	○	○
	Handles, Hinges, Clocks, Racks, Shelves, Baskets, Rollers, Knobs, Dials, Latch Assemblies, Springs, Interior Lining, Turntable Platforms, Rotisseries, Glass/Ceramic Cooktops, Self-Cleaning Mechanisms	✓	○	○		○
	Filters	✓	○	○	○	
	Refrigerant Recovery and Recharge	✓	○	○	○	
	Crane Cost	✓	○	○	○	
	Burglar & Fire Alarms	✓	○			
	Attic & Bathroom Exhaust Fans	✓	○			
	Concrete Encased/Concealed Wiring	✓	○			
	Interior and Exterior Hose Bibbs	✓	○			
	Polybutylene and PEX Plumbing Systems	✓	○			
	Concrete Encased/Concealed Plumbing	✓	○			

Optional Supreme coverage is specific to the purchased package.

Optional Coverage

Available for purchase.

- Supreme
- Plumbing & Electrical
- HVAC Surplus
- Additional Refrigeration
- Extended Pipe Leak

- Roof Leak
- Septic System
- Well Pump
- Pool/Spa Equipment
- Washer and Dryer

- Garage Door Opener
- Pre-Season HVAC Tune-Up
- Luxury Package
- Water Softener

Covered Items

Appliances

Included In: ☒ Simply Kitchen ☒ Essential Home ☒ Complete Home ☒ Pinnacle Home

Covered	<ul style="list-style-type: none"> Built-in microwave Dishwasher Range Oven Cooktop Refrigerator with ice maker/crusher and beverage dispenser
Dollar Limits	Cost to diagnose, repair, and/or replace: Refrigerator - \$2,000. Dishwasher - \$500. Range/oven/cooktop - \$1,000. Built-in microwave - \$500.
Excluded	Appliances not located in the primary kitchen; any duplicate appliance; stand-alone freezer; trash compactor; garbage disposal; washer; dryer; portable or counter top microwave; meat probe assembly; door glass; sensi-heat burner for range, oven, or cooktop (are covered, but only replaced with standard burner); multimedia center, including technology convenience items like LCD screens, wi-fi, clocks, and cameras; racks; hinges; shelves; interior thermal shells; trim kits; microwave rotisseries; vent hood; exhaust fans; any gas supply line; air fryer function and food spoilage. All Components of each aforementioned Item.

Heating

Included In: ☒ Simply HVAC ☒ Essential Home ☒ Complete Home ☒ Pinnacle Home

Covered	<ul style="list-style-type: none"> One (1) centrally ducted gas or electric system Thermostats – all types Interior gas supply lines
Dollar Limits	Cost to diagnose, repair, and/or replace: Heating in aggregate - \$2,000. Gas lines - \$500.
Excluded	Steam, hydronic, hot water, geothermal, and other water source systems (available with HVAC Surplus); glycol systems; oil systems; high velocity systems; coal or wood burning equipment; fireplaces; fuel oil lines; fuel oil or propane gas storage tanks; free standing or portable heating units; flue venting; zone controlled and energy management systems; registers; grills; filters and ductwork. All Components of each aforementioned Item and/or system.

Air Conditioner and Heat Pump

Included In: ☒ Simply HVAC ☒ Essential Home ☒ Complete Home ☒ Pinnacle Home

Covered	<ul style="list-style-type: none"> One (1) centrally ducted refrigeration system, and associated heat pump Evaporative cooler Thermostats – all types
Dollar Limits	Cost to diagnose, repair, and/or replace: Air Conditioning and heat pump in aggregate - \$2,000. Refrigerant lines - \$500.
Excluded	Geothermal and other water source systems; upgrades to maintain compatibility and/or compliance with SEER or refrigerant standards (available with HVAC Surplus); mini-split systems; high velocity systems; any type of gas system; free standing units; water towers; humidifiers; chillers; pre-coolers; condensate drain lines; refrigerant recovery and recharge; zone controlled and energy management systems; whole house fans; roof jacks; registers; grills; filters and ductwork. All Components of each aforementioned Item and/or system.

Plumbing

Included In: ☒ Complete Home ☒ Pinnacle Home ☐ Plumbing & Electrical Option

Covered	<ul style="list-style-type: none"> Water, drain, waste, and vent pipe leaks or breaks Gas and electric water heaters; tankless, power, and direct vent units Water heater interior gas supply lines Toilet tank, bowl, tank assembly parts, flange, and wax ring seal Drain line stoppages that can be cleared with a standard sewer cable Primary, permanently installed sump pumps used for ground water Pressure regulators Valves: shower, tub, diverter, risers, angle stops, and gate valve
Dollar Limits	Cost to diagnose, repair, and/or replace: Plumbing in aggregate - \$2,000. Water heater - \$1,250. Toilet replacement, in the event of sediment/calcium build up - \$300 per toilet.
Excluded	Any pipes or other plumbing items located outside the Serviceable Area; water meters; shower enclosures; sprinkler systems; tile fields; leach beds; lift stations; filters; aerators; strainers; sewage ejector pumps; sewer grinders; backflow preventers; bathtub whirlpool motor and pump assemblies; showerbase pans; caulking; grouting; performing diagnosis with camera; hydro-jetting; drain line stoppages due to roots or foreign objects; any loss arising out of a condition of mineral or chemical deposits (except water heaters or toilets); water residue or capacity loss arising from porcelain chipping, cracking, dents, or other externally caused physical damages; water heaters: oil hot water tanks or oil storage tanks, expansion tanks, flue venting, and solar equipment. All Components of each aforementioned Item and/or system.

Electrical

Included In: ☒ Complete Home ☒ Pinnacle Home ☐ Plumbing & Electrical Option

Covered	<ul style="list-style-type: none"> Electrical wiring Switches Outlets Panels Doorbell system
Dollar Limits	Cost to diagnose, repair, and/or replace: Electrical in aggregate - \$2,000.
Excluded	Any wiring or other electrical Items located outside the Serviceable Area; any claim related to water seepage along service cable; telephone wiring or equipment; data wiring or equipment; meter boxes; electronics; computerized energy management systems; appliance management systems; whole house fans; ceiling fans; lighting fixtures; belts, shutters, and filters for attic/ceiling/exhaust fans; central vacuum system; wi-fi or internet connectivity or functionality; doorbells in intercoms or with cameras; garage door track/rail assembly, rollers, or physical damage. All Components of each aforementioned Item and/or system.

Supreme Coverage

Available for purchase.

Supreme Coverage *Optional Supreme coverage is specific to the purchased package.*

Included In: ☒ Pinnacle Home ☐ Optional Coverage

Appliance

Covered	<ul style="list-style-type: none"> Handles, hinges, clocks, racks, shelves, baskets, rollers, knobs, dials, latch assemblies, springs, interior lining, turntable platforms, rotisseries, glass/ ceramic cooktops, self-cleaning mechanisms when they affect primary function Haul away/disposal fees
Dollar Limits	Cost to diagnose, repair, and/or replace: All limits listed under Appliances.
Excluded	Specific exclusions shown under the Appliances heading and any item that is not explicitly listed as covered.

Heating

Covered	<ul style="list-style-type: none"> Crane cost Filters Haul away/disposal fees
Dollar Limits	Cost to diagnose, repair, and/or replace: All limits listed under Heating.
Excluded	Specific exclusions shown under the Heating heading and any item that is not explicitly listed as covered.

Cooling

Covered	<ul style="list-style-type: none"> Crane cost Filters Refrigerant recovery and recharge Electrical cut-off switches Haul away/disposal fees
Dollar Limits	Cost to diagnose, repair, and/or replace: All limits listed under Air Conditioning and Heat Pump. Refrigerants - \$150.
Excluded	Specific exclusions shown under the Air Conditioner and Heat Pump heading and any item that is not explicitly listed as covered.

Plumbing

Covered	<ul style="list-style-type: none"> Faucets, faucet handles, shower heads, arms, and tub spouts Interior hose bibbs Exterior hose bibbs Polybutylene and PEX manifold plumbing system Concrete encased or concealed water, gas, drain, waste, and vent piping leaks or breaks in the plumbing system Haul away/disposal fees
Dollar Limits	Cost to diagnose, repair, and/or replace: All limits listed under Plumbing. Concrete encased or concealed water, gas, drain, waste, and vent piping leaks or breaks in the plumbing system - \$500. Faucet and faucet handles for sinks, shower heads, or tub spouts for kitchens and baths - \$150 per faucet set. Polybutylene piping and PEX Manifold plumbing system - \$500.
Excluded	Specific exclusions shown under the Plumbing heading and any item that is not explicitly listed as covered.

Electrical

Covered	<ul style="list-style-type: none"> Burglar alarm system Fire alarm system Attic and bathroom exhaust fans Haul away/disposal fees Concrete encased or concealed wiring
Dollar Limits	Cost to diagnose, repair, and/or replace: All limits listed under Electrical. Concrete encased or concealed wiring - \$500.
Excluded	Specific exclusions shown under the Electrical heading and any item that is not explicitly listed as covered.

Optional Coverage

Available for purchase.

Luxury Package

☐ Optional Coverage

Covered	Replace the \$2,000 aggregate Dollar Limits for Heating, Air Conditioning and Heat Pump, Plumbing, and Electrical with a \$5,000 aggregate Dollar Limit for each. Replace the individual Appliance limits for refrigerator, dishwasher, range/oven/cooktop, and built-in microwave with a \$5,000 aggregate Dollar Limit for Appliances.
Dollar Limits	Appliances in aggregate - \$5,000. Heating in aggregate - \$5,000. Air Conditioner and Heat Pump in aggregate - \$5,000. Plumbing in aggregate - \$5,000. Electrical in aggregate - \$5,000. Subject to all other limits stated in this Agreement, including those of any selected options and the Aggregate Limit of \$25,000.
Excluded	All items stated as excluded in this Agreement. This Luxury Option only changes Dollar Limits, and does not add to or change the scope of your coverage, which is defined by the package you purchase.

HVAC Surplus

Optional Coverage

Covered	<ul style="list-style-type: none"> One (1) additional system, system defined as one (1) heating unit and one (1) cooling unit; gas or electric, gravity, geothermal, and water source systems. Modification of plenum when necessary to effect a covered repair. Unlimited refrigerant recharging and recapture When a condenser or evaporative coil has failed and replacement is necessary, if necessary to maintain system operational compatibility and operation efficiency, we will replace the entire eligible system, even if that is not considered defective, with a system that meets current Federal, State, or Local Government efficiency and regulatory standards. Correction of improper installation or repair when necessary to effect a covered repair.
Dollar Limits	Cost to diagnose, repair, and/or replace: Additional system coverage in aggregate - \$2,000. Geothermal and water source systems - \$1,500. Steam, hot water heat, or hydronic systems - \$1,500. Water cooled air conditioners and hydronic systems - \$1,500.
Excluded	Items explicitly listed in Heating and Air Conditioner and Heat Pump. Mini-split systems; high velocity systems; window units; built-in electric wall units; outside or underground piping and pump for geothermal and/or water source systems. All Components of each aforementioned Item and/or system.

Garage Door Opener

Optional Coverage

Covered	Garage Door Opener – all parts and components for up to two (2) units. Including door hinges, springs, and remote sending units.
Dollar Limits	Cost to diagnose, repair, and/or replace: Garage Door Openers in aggregate - \$500.
Excluded	Garage door – door track/rail assembly, rollers, or physical damage.

Washer & Dryer

Optional Coverage

Covered	All Components except those excluded.
Dollar Limits	Cost to diagnose, repair, and/or replace: Washer - \$1,000. Dryer - \$1,000.
Excluded	Damage to clothing; plastic mini-tub; soap dispensers; filter screens; knobs; dials; hinges; lint screen; door glass; multimedia center, including technology convenience items like LCD screens, wi-fi, clocks, and cameras.

Additional Refrigeration *Each Sold Separately*

Optional Coverage

	Refrigerator, Built-In Wine Cooler, Freestanding Freezer, Wet Bar Refrigerator
Covered	All Components that affect the cooling operation of the compressor, thermostat, condenser coil, evaporator, and defrost system for one (1) unit.
Dollar Limits	Cost to diagnose, repair, and/or replace: Per unit - \$500.
Excluded	Refrigerators with more than one compressor; wet bar refrigerators over 16 cubic feet; built-in wine coolers over 30 bottle capacity; multimedia center, including technology convenience items like LCD screens, wi-fi, clocks, and cameras; racks; hinges; shelves; doors; glides; slides; glass interior thermal shells and food spoilage. All Components of each aforementioned Item and/or system.

Extended Pipe Leak

Optional Coverage

Covered	External pipe leaks, exterior hose bibbs, and main shut off valve located outside the foundation of the Home. Water and drain lines to the Serviceable Area.
Dollar Limits	Cost to diagnose, repair, and/or replace: \$1,000.
Excluded	Faucets; sprinkler systems; swimming pool/built-in pool piping; downspout; landscape drain lines; Failure due to freeze; city/county shut off valve; drain line stoppages/damage due to roots or foreign objects.

Air Conditioning and Heat Pump Save Up

Optional Coverage

	Save now by removing all coverage listed under the Air Conditioner and Heat Pump heading on page 4. By selecting this discount, you waive all rights to receive the Service in connection with any air conditioner, evaporative cooler, and/or heat pump, including all Components associated with a heat pump's heating function. Option unavailable with the Simply Kitchen package.
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Service Fee Options

Optional Coverage

	Service Fee Buy Down: Lower your Service Fee from \$85 to \$65.
	Service Fee Save Up: Save now by raising your Service Fee from \$85 to \$100.

Pool/Spa Equipment *Each Sold Separately*

Optional Coverage

	Freshwater	Saltwater
Covered	All Components of the heating, pumping, pool-sweep motors, and filtration systems. A spa, exterior hot tub, or whirlpool is also covered along with a swimming pool if the units utilize common equipment. If they do not utilize common equipment, an additional fee is required to cover the second set of equipment.	All Covered Items listed under Freshwater, as well as saltwater cell and circuit board.
Dollar Limits	Cost to diagnose, repair, and/or replace: \$1,000.	Cost to diagnose, repair, and/or replace: \$1,000.
Excluded	Cleaning equipment, including pop-up heads, turbo valves, creepy crawlers, and the like; skimmers; lights; jets; liners; concrete-encased or underground electrical, plumbing, or gas lines; structural defects; any damage caused by a structural defect; solar equipment; chlorinators; sanitizing system; heat pump; remote control panel switches and booster pumps for water features; energy management systems; water chemistry control equipment and materials; disposable filtration media; valve actuator motor and all pool/spa equipment for a saltwater swimming pool or spa, unless that option is purchased. All Components of each aforementioned Item and/or system.	All Items and Components listed as excluded under Freshwater; salt; panel box; remote controls and dials.

Pre-Season HVAC Tune-Up

Optional Coverage

Covered	You may contact us to request a tune-up of your Home's heating and air conditioning system in February/March ("Spring") or October/November ("Fall"). The tune-up is limited to no more than two (2) systems. A system is considered one (1) heating unit and one (1) air conditioning unit. An appointment must be requested during the Spring or Fall window. A Service Fee for each system will be due to the Contractor. No additional Service Fee is due for eligible repairs and replacements performed by the Contractor as result of the tune-up. The Contractor may provide you with the following service elements: check thermostat operation and calibrate if necessary and possible; basic hose wash of leaves and debris off condensing coil; inspect condenser fan and fan blades for stability and damage; inspect service disconnect and fuses; check amperage draw of condenser motor and compressor; check crankcase heater operation for heat pumps; check refrigerant levels and system pressures; check contactors and capacitors; check belts and pulleys, adjust when necessary and possible; general inspection of system wiring; visual inspection of filter (will replace if you have a replacement filter on hand); check accessible condensate lines and drain pans for leaks or stoppages (additional repair charges apply for rerouting); check motor bearings and wheel, lubricate motors and other moving parts when necessary and possible; test temperature rise and drop for heating and cooling; check general heating operation; test defrost cycle (heating); check gas pressure (furnace); visual inspection of furnace chambers/heat exchanger; check and if necessary clean burners; visual inspection of accessible flue pipe; check amperage draw of indoor blower motor; inspect pilot system; check controls and safeties on furnace; inspect accessible indoor and outdoor coils for restrictions and/or damaged fins; inspect accessible ductwork for visible tears/leaks; test for carbon monoxide when accessible and applicable.
Dollar Limits	Subject to all other limits stated in this Agreement, including those of any selected options and the Aggregate Limit of \$25,000.
Excluded	Clearing of stoppages to condensate drain lines; any cleaning not specified as covered, including cleaning or unclogging services of the evaporator/indoor coil and/or condensing coil.

Roof Leak

Optional Coverage

Covered	Water leaks that occur in the roof located over the Serviceable Area, provided the leaks are the result of rain and/or normal wear and deterioration and the roof was watertight and in good condition at the Effective Date of coverage. Flashing.
Dollar Limits	Cost to diagnose, repair, and/or replace: \$1,000.
Excluded	Gutters; chimneys; vent and drain lines; roof-mounted installations; leaks over any deck or balcony; leaks which result from or are caused by any of the following: missing and/or broken shingles or tiles, damage due to persons walking or standing on the roof, construction or repairs not performed in a workmanlike manner, failure to perform normal roof maintenance.

Septic System

Optional Coverage

Covered	Septic tank, both ejector pump and line from Serviceable Area to septic tank.
Dollar Limits	Cost to diagnose, repair, and/or replace: \$500.
Excluded	Lift stations; tile fields; leach beds; insufficient capacity; ground-level clean out; pumping and grinder pumps.

Water Softener

Optional Coverage

Covered	All Components of domestic water softener.
Dollar Limits	Cost to diagnose, repair, and/or replace: \$1,000.
Excluded	Conditions of insufficient or excessive water; water filters; reverse osmosis filters; water purification systems and water softening media.

Well Pump

Optional Coverage

Covered	All Components of well pump if utilized for primary dwelling.
Dollar Limits	Cost to diagnose, repair, and/or replace: \$500.
Excluded	Well casing; pressure tank; piping or electrical lines leading to or connecting pressure tank and Serviceable Area; holding or storage tanks; re-drilling of well; system/parts utilized for lawn sprinkler systems and a well pump that is a part of an HVAC system.



Who, What, When and How?

When Does My Coverage Begin?

Coverage begins on the Effective Date, **WHICH MAY BE UP TO 30 DAYS FROM THE DATE OF PURCHASE**, and ends on the Expiration Date, both shown on the front of this Agreement (the “Term”). If the Term is longer than one year, each Dollar Limit and the Aggregate Limit will reset on each anniversary of the Effective Date during the Term. We are only obligated to provide Service upon receipt of payment of the total cost shown on the front of this Agreement (the “Price”). Your Agreement with coverage details will be sent to your mailing address or electronically, if “Go Green” is selected in your profile at 2-10.com/homeowner.

What Is Covered?

We refer to residential systems and appliances as “Items.” To be a “Covered Item” eligible for Service, the Item must be within the main foundation of the Home and attached garage (the “Serviceable Area”), specifically listed as covered in your coverage and in good and safe working condition as of the Effective Date (unless a defect could not have been detected by a visual inspection or simple mechanical test). HVAC equipment located outside the Home is also covered, as well as other specific Items, if the coverage you select specifically identifies a particular Item as covered. We provide Service for Covered Items that fail due to normal wear and tear (a “Failure”). Only nonmobile, habitable, residential structures with a Serviceable Area under 10,000 sq. ft. are eligible for Service, and coverage for Serviceable Areas greater than 5,000 sq. ft. is subject to an additional fee. **We will not provide Service in a commercial property or residence being used for business purposes (for example: short-term rentals, bed and breakfasts, care centers, group homes, fraternity/sorority houses, hair salons, and schools). If your Home is within a multiunit building, Service is limited to Covered Items specific to your dwelling unit.**

What Is The Service That 2-10 HBW Provides?

2-10 HBW works with Contractors to reduce your unexpected costs related to repairing a Failure of a Covered Item (the “Service”). Service begins when you notify us of a possible Failure via 2-10.com/homeowner or by calling 800.775.4736. We will dispatch a Service Contractor to your Home to diagnose the Failure and report back to us. We then will determine: 1) whether the Item is a Covered Item; 2) the nature of the Failure; 3) whether repair, replacement, or Payment is appropriate; and 4) which costs are covered under this Agreement and which are your responsibility. We reserve the right to dispatch an additional Contractor at our expense if we need more information to make a determination of coverage. If we determine replacement is appropriate, we will use reasonable efforts to find a replacement Item or Component (a “Replacement”) that performs the primary function, capacity, and efficiency of the Covered Item or Component being replaced. We do not guarantee that any Replacement will match the physical size, dimensions, or brand of the Covered Item or Component. Service does not cover any Component or work for a Covered Item related to any convenience functionality, multi-media, cosmetic detail, or wireless capability unless specified as covered.

When Is Service Available?

You can request Service 24 hours a day, 7 days a week during the Term. We will generally assign a Contractor within 48 hours to contact you to schedule a time, Monday through Friday during normal business hours, for diagnosis. **If you request a Contractor to visit your Home for a non-emergency situation outside of normal business hours, and the Contractor is able to accommodate your request, you will be responsible for all overtime and additional fees.**

Determining An Emergency.

When we determine it is an emergency, we will attempt to have a Contractor contact you within 24 hours. An emergency is generally defined as: 1) no electricity, gas, water, or toilet facilities to the entire Home; 2) ongoing physical damage to the Home; or 3) a condition that immediately endangers an individual’s health and safety. However, an emergency does not modify our obligations in this Agreement and we cannot guarantee immediate Service or coverage in any situation, so you should take reasonable precautions as you normally would in an emergency.

The Service Fee.

It is your responsibility to pay a Service Fee directly to the Contractor for each Covered Item (e.g., water heater and pipe leak require two (2) Service Fees). Each Service Fee is due when the Contractor visits your Home for diagnosis. Please review this entire Agreement for additional details about your responsibilities and the scope of the Service, and call 800.775.4736 with any questions.

Who Repairs And Replaces The Covered Items?

We have relationships with a network of Contractors across the country (each a “Service Contractor”). When you report a Failure, we will dispatch a local Service Contractor to complete the work. If no Service Contractor is available in your area, we may ask you to select a local, fully licensed, and insured Contractor (“Your Contractor”) to work with us to complete the Service. When we use the term “Contractor” that means, as applicable, Your Contractor or a Service Contractor. You may also request to use Your Contractor if, for example, you do not want to wait for an available appointment with a Service Contractor. **However, you will be responsible for the difference in costs between what we would have paid a Service Contractor and the expense of using Your Contractor, including costs related to Your Contractor’s refusal to follow our determination of the appropriate response to a Failure.** Regardless of whether we work with Your Contractor or a Service Contractor, we must receive a detailed diagnosis and estimate from the Contractor to provide the Service. If we authorize use of Your Contractor, we will provide you instructions on how to receive Service, which you must follow to receive reimbursement. **You will not receive reimbursement and will remain solely responsible for every cost arising from any work, Services, or equipment any Contractor, company, or individual performs or provides without our prior express authorization, even for Covered Items that would otherwise be eligible for Service.**

TERMS OF SERVICE

Throughout this Agreement we use capitalized terms for words with specific definitions. These definitions are identified where a capitalized term is underlined and in quotations. This Agreement includes the following provisions in addition to those stated on every other page. Section V below contains important provisions for the use of final and binding arbitration.

I. Payments. (a) We may, at our sole discretion, offer money to resolve a claim ("Payment"), for example, when: (1) the cost to address a Failure exceeds an applicable Dollar Limit; (2) repairing or replacing a Covered Item would violate laws, regulations or code; (3) a necessary part, item, material or chemical ("Component") or Contractor is not reasonably available; or (4) you prefer Payment. (b) Payment will be the lesser of: (1) the lowest quoted amount to remedy the Failure received from a local Contractor; (2) the amount we would have paid a Service Contractor to remedy the Failure; or (3) the applicable Dollar Limit less the Service Fee and costs incurred to diagnose the Failure. When appropriate, we may issue a portion of the Payment to a Contractor or subject to other requirements or restrictions. Once you accept a Payment we are no longer responsible for providing Service for the Covered Item under any agreement unless you provide acceptable proof of repair or replacement. At our sole discretion, we may offer a Replacement appliance of equal value to the Payment.

II. Additional Responsibilities. You agree to: advise us if your Serviceable Area is greater than 5,000 sq. ft.; reasonably clean and maintain Covered Items; not harm/damage a Covered Item or Component; provide a safe working environment for Contractors; not damage property of a Contractor; and not threaten/harm us or a Contractor via phone, email, personal interaction, internet, social media or otherwise.

III. Non-Covered Costs. (a) Addressing a Failure may involve work, parts, systems, equipment or materials that are outside the scope of the Service ("Excluded Work"), for example: (1) work related to non-Covered Items; (2) the incompatibility of existing systems or appliances with a Replacement; (3) carpentry or modifications necessary to facilitate Service; or (4) providing chemicals or materials needed by a Replacement to perform its primary function, for example differences in technology, refrigeration requirements or efficiency. (b) You are responsible for all costs arising from Excluded Work or otherwise stated as your responsibility ("Non-Covered Costs"). Unless expressly stated as our obligation herein, Non-Covered Costs include costs related to: (1) permits, codes, ordinances, laws and/or regulations (for your protection, we will not authorize Service until you provide us with confirmation that all permits and approvals are obtained); (2) accessing Covered Items; (3) correcting, repairing or replacing a Covered Item and/or Components because of inadequate capacity, manufacturer's recall, improper design, improper installation, previous repair or problems caused by alterations or modifications; (4) mandates of federal, state or local governments, including upgrade or equipment matching requirements and tariffs (and all fees, costs and surcharges passed along or charged to us by our suppliers and Service Contractors related thereto); (5) any service on a Covered Item initiated before the Effective Date; (6) disposing of hazardous materials such as refrigeration Components, capacitors and water heaters; (7) a material increase in third party charges for labor, Components or Items as a result of tariffs, severe or unseasonable weather, extreme temperatures or other abnormal atmospheric conditions; or (8) sealing, verification and/or diagnostic testing of ductwork. Non-Covered Costs will be billed directly to you. If you refuse to accept any Non-Covered Costs, we have no obligation to perform Service and will not refund the Service Fee.

IV. Exclusions; Liability Limits. (a) We have no obligation to provide Service if: (1) a Failure is caused by anything other than normal wear and tear (whether acting alone or together with another cause) including: a Failure of another Covered Item or Component, failure to perform routine maintenance, extreme or gross neglect, misuse, abuse, missing parts, movement of your Home, soil movement, fire, freezing, explosion, electrical failure/surge, flooding, water intrusion, lightning, mud, earthquake, storms, accidents, pests, animals, microorganisms, plants, contamination or chemical interactions; (2) a Covered Item is classified as or otherwise known to be commercial grade, pro-style or the like; (3) an HVAC unit has a capacity greater than five tons; (4) you breach any of your responsibilities in this Agreement. (b) Our Service is secondary and excess to any other coverage available to you via an insurance policy, manufacturer warranty and/or labor warranty. The presence of such coverage may delay Service while we await fulfillment of the

respective coverage provider. You agree to waive any right or recovery of claims by anyone claiming through you, by way of subrogation or otherwise, including any insurers. (c) Each Item or Component listed as Covered in any particular coverage is excluded from each other coverage, unless explicitly stated otherwise therein. (d) Express Warranty: The Service will be provided with the same reasonable degree of care customarily provided within the home service industry. If this express warranty is breached, then we shall, at our option, re-perform the Service or refund the Price. (e) EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL WARRANTIES WITH RESPECT TO SERVICE OR THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS BY US, OUR AGENTS OR SERVICE CONTRACTORS OR OTHERWISE (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTION OR FITNESS FOR PARTICULAR PURPOSE) ARE EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. IF AN IMPLIED WARRANTY CANNOT BE EXCLUDED BY APPLICABLE LAW, SUCH WARRANTY IS LIMITED IN DURATION TO THE GREATER OF 1 YEAR OR THE SHORTEST DURATION ALLOWED BY APPLICABLE LAW. YOU MAY HAVE OTHER RIGHTS THAT VARY AMONG JURISDICTIONS. (f) IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND SUFFERED BY YOU OR ANY THIRD PARTY, FOR EXAMPLE, LOST PROFITS, BUSINESS INTERRUPTIONS OR OTHER ECONOMIC LOSS RELATED TO THIS AGREEMENT OR THE SERVICE. WE SHALL NOT BE LIABLE FOR ANY DAMAGES RELATED TO (1) COST OF PROCUREMENT OF SUBSTITUTE SERVICE; (2) ANY LOSSES, LIABILITIES OR CLAIMS INCURRED OR ARISING IN CONNECTION WITH THE USE OR PROVISION BY YOU OF SERVICE; OR (3) THE ACTS OR OMISSIONS OF YOU OR YOUR AGENTS, INSURERS OR CONTRACTORS. (g) DURING EACH ONE YEAR PERIOD OF THE TERM, THE TOTAL AGGREGATE LIABILITY OF US, OUR PARENTS AND AFFILIATES, AND THE RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND ASSIGNS THEREOF FOR ANY AND ALL COSTS, DAMAGES, FINES, LIABILITIES, LOSSES, PENALTIES, ATTORNEY FEES, WITNESS FEES AND OTHER EXPENSES INCURRED BY YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED \$25,000 (the "Aggregate Limit"). THE EXISTENCE OF ONE OR MORE CLAIMS OF ANY KIND(S) IN ANY FORUM(S) WILL NOT ENLARGE THE FOREGOING LIMITS. (h) WHERE ANY COVERAGE OR PORTION THEREOF IS ACCOMPANIED BY A SPECIFIED MAXIMUM (the "Dollar Limit"), THAT DOLLAR LIMIT IS A CAP ON AMOUNTS WE PAY IN CONNECTION WITH THAT COVERAGE OR PORTION THEREOF DURING EACH ONE YEAR PERIOD OF THE TERM, AND DOES NOT EXPAND OR ENLARGE THE AGGREGATE LIMIT OR ANY OTHER DOLLAR LIMIT. (i) THE WAIVERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT SHALL: APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; BE INDEPENDENT OF AND SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY OR, EXCLUSIVE OR LIMITED REMEDY STATED HEREIN; AND APPLY EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

V. Arbitration Contract. (a) Arbitration Contract (the "Contract"): You and we agree that any complaint, controversy or dispute arising out of or relating to this Agreement, the breach of this Agreement or the Service (a "Complaint") shall exclusively be resolved by binding arbitration and not by a judge or jury. The arbitration shall be conducted by Arbitration Resolution Services, Inc. ("ARS") and you and we agree to be bound by the applicable rules of ARS, which can be found at arbresolutions.com. If ARS is not available and you and we are unable to agree on an alternative arbitration service, either may petition the American Arbitration Association ("AAA") to appoint a single arbitrator to conduct the arbitration under AAA's then current commercial or consumer rules, as applicable. This Contract covers disputes based upon contract, tort, consumer rights, fraud and other intentional torts, negligence, constitution, statute, regulation, ordinance, common law and equity. A demand for arbitration shall be made within a reasonable time after the Complaint has arisen but in no event after the applicable statute of limitations. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. This Contract involves and concerns interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any other inconsistent law, ordinance or judicial rule. This Contract is self-executing. Any disputes concerning the scope, interpretation or enforceability of this Contract, including its revocability or voidability for any cause, the scope of arbitral issues and any defense based upon waiver, estoppel or laches shall be decided by the arbitrator. The party initiating arbitration is responsible for all filing fees, regardless of the applicable rules of the arbitration service with all additional arbitration fees allocated to you and us as provided in the rules of the arbitration service, subject to the arbitrator's discretion to reallocate arbitration fees in

the interests of justice. The prevailing party in any court action brought for the enforcement or interpretation of this Contract shall be entitled to receive from the losing party a reasonable sum for its attorneys' fees and costs, in addition to any other relief to which it may be entitled. (b) **Class Action Waiver:** you hereby agree that you will only bring a Complaint in your individual capacity, and not as a plaintiff or class member in any purported class, multiple plaintiff, collective, representative or similar proceeding (each a "**Class Action**"). You expressly agree to not maintain any Class Action in any forum. Instead you agree to have each and every Complaint decided individually through arbitration. Complaints cannot be consolidated in arbitration unless all parties jointly agree in writing.

VI. Ending This Agreement. (a) You may cancel this Agreement by calling 855.280.1320. (b) We may cancel this Agreement upon notice to you if we conclude: (1) you made a material misrepresentation concerning this Agreement or the Service; (2) you failed to pay any amount due; (3) you breached any of your responsibilities herein and failed to or are unable to cure such breach; or (4) a change in regulations or laws materially affects our business or ability to fulfill our obligations. (c) If the Agreement is canceled, you remain liable to each Contractor for any outstanding expenses that are your responsibility under this Agreement. (d) Unless otherwise provided in Section IX for your state, (1) a \$75 administrative fee applies to cancellation and (2) based on the date cancellation takes effect, you will receive a pro rata refund of the Price paid, less our claims expense and any fees you owe, unless our claims expense plus any fees you owe exceed the Price, in which case you will remain liable to us for the full Price. (e) **If you provide us with a credit card for installment payments or renewals, you hereby explicitly authorize us to charge any amounts due to us to that credit card, including renewal fees if you consented to or requested to have this Agreement automatically renew.** (f) Upon advanced notice to you, we may adjust pricing, terms and/or coverage for the renewal of this Agreement, which will take effect at the end of the current Term.

VII. Miscellaneous. At our discretion, you may pay the Price in installments, which may be subject to an additional finance charge not to exceed 10% of the Price. The language of the Agreement shall be construed simply, as a whole and in accordance with its fair meaning, and in the event of an ambiguity or dispute, not for or against you or us. The words "without limitation" are deemed to follow the words "include" or "including". All headings are solely for convenience. If any provision of the Agreement is held to be invalid, illegal or otherwise unenforceable, it shall, to the extent possible, be enforced consistently with the stated intention of you and us, or, if incapable of such enforcement, stricken from this Agreement and all other provisions shall remain in full force and effect. If the Class Action Waiver is unenforceable, and not reversed on appeal, Section V (b) shall be void in its entirety. If a court determines a public injunctive relief claim may proceed despite the Class Action Waiver, and that determination is not reversed on appeal, the public injunctive relief claim will be decided by a court, any individual claims will be arbitrated and the parties agree to stay the public injunctive relief claim until the other claims are finally concluded. You are responsible for any applicable sales tax affiliated with payments you make in connection with this Agreement. The Price of this Agreement is valued at 94% for all real property items and services and at 6% for all personal property items and services. You may only transfer this Agreement if you sell your Home. You hereby provide your consent for us and our agents to call, text, email and otherwise contact you in order to perform Service, and to send you advertisements or telemarketing messages concerning our products, services and offerings and those of our affiliates and third party partners (though you may opt-out per applicable law). Contractors may substitute environmentally friendly refrigerants in place of HCFC refrigerants. You may be eligible for offers of special programs, perks and discounts in connection with this Agreement; unless explicitly stated otherwise, each such offer is governed by this Agreement, including all relevant terms, conditions and limitations stated herein.

VIII. Force Majeure. We are not liable for any delay in or failure to perform Service due to conditions beyond our control and/or that of a Contractor, for example: shortages of or delays in obtaining parts or equipment; weather; labor difficulties, strikes or shortages; telecommunications disruption; transportation stoppages or slowdowns; acts of God; war; terrorism; epidemics; or difficulties locating or scheduling Contractors, including due to service demands attributable to weather, regional temperatures or abnormal atmospheric conditions.

IX. Disclosures & State Amendments. (a) The provider/obligor ("**2-10 Home Buyers Warranty**", "**2-10 HBW**", "**we**", "**us**" and "**our**") for this Service Agreement (also the "**Agreement**") is Home Buyers Resale Warranty Corporation. The Agreement is among us and the owner(s) ("**you**" and "**your**") of the home covered by this Agreement ("**Home**"). Our obligations under this Agreement are

backed by full faith and credit of us and are not guaranteed under an Agreement Reimbursement Insurance Policy. (b) **AL Residents:** You may cancel and void this Agreement within 20 days from the Effective Date and receive a full refund of the Price if no claims have been paid and you are the original purchaser of this Agreement. A \$25 administrative fee applies to cancellations. A 10% penalty per month shall be added to a refund that is not paid within 45 days after the cancellation of the Agreement. **AR Residents:** You may cancel and void this Agreement within 20 days from the Effective Date and receive a full refund of the Price if no claims have been paid and you are the original purchaser of this Agreement. A 10% penalty per month shall be added to a refund that is not paid within 45 days after the cancellation of the Agreement. **AZ Residents:** We are Home Buyers Resale Warranty Corporation. Coverage is limited to one-, two-, three- or four-family residential building structures. An administrative fee not to exceed 10% of the gross amount you paid applies to cancellations. We will not exclude coverage for a Covered Item based on a preexisting condition we, or our sales representative that, on our behalf, sold this Agreement to you, actually knew or should have reasonably known existed as of the Effective Date. By purchasing this Agreement, you agree to the arbitration Contract in Section V. The arbitration Contract does not prohibit You from filing a complaint with the Department of Insurance against Us by contacting the Consumer Protection Division at 800-325-2548 or at 100 N. 15th Ave., Ste. 261, Phoenix, AZ 85007-2630. **CA Residents:** We are 2-10 HBW Warranty of California, Inc. This Agreement is subject to limited regulation by the Office of the Insurance Commissioner. This Agreement is non-cancelable by us for breach of contractual duties, conditions or warranties by you. **CO Residents:** Actions under this Agreement may be covered by the Colorado Consumer Protection Act or the Unfair Practices Act and you may have civil action rights under such laws including seeking recourse or penalties specified in such laws. If a Covered Item that directly combusts a gaseous or liquid fuel (a "Gas Fueled Covered Item") suffers a Failure and we determine that the Gas Fueled Covered Item cannot be repaired, then to the extent permitted by C.R.S. Section 12-10-901 you may choose a Replacement that operates on electricity (an "Electric Fueled Replacement"). If you elect an Electric Fueled Replacement, then you must promptly notify us. Once we order a Replacement your election cannot be changed or modified. You will be solely responsible for all additional costs to replace the Gas Fueled Covered Item with the Electric Fueled Replacement, including all additional costs of installation, retrofitting, gas line abandonment, wiring installation, safety modifications, circuit installations, outlet installation, permitting, inspections, rewiring, and remodeling (all such costs are deemed Non-Covered Costs). Non-Covered Costs shall also include the difference in the retail cost of the Electric Fueled Replacement and the retail cost of an equivalent gaseous or liquid fueled Replacement as we determine. Any Replacement will meet any applicable energy efficiency expressly required by Colorado law. **D.C. Residents:** You may cancel and void this Agreement within 30 days from the Effective Date and receive a full refund of the Price if no claims have been paid and you are the original purchaser of this Agreement. An administrative fee not to exceed 10% of the Price shall apply to cancellations. A 10% penalty per month shall be added to a refund that is not paid within 45 days after the cancellation of the Agreement. **DE Residents:** You may cancel and void this Agreement within 7 days from the Effective Date and receive a full refund of the Price within 30 days of cancellation. **FL Residents:** We are Home Buyers Warranty Corporation VI. The Price charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation. You may cancel and void this Agreement within 10 days from the Effective Date and receive a full refund of the Price if no claims have been paid. If this Agreement is canceled more than 10 days after the Effective Date, 90% of the Price will be refunded, less any paid claims and an administrative fee not to exceed 5% of the Price. **We cannot provide listing coverage for free. If You list Your Home for sale during the Term, you must promptly notify Us.** **GA Residents:** This is not an insurance contract/policy. The performance of this Agreement is guaranteed by a surety bond written by Westchester Fire Insurance Company, c/o Chubb Surety, Attn: Claims, 436 Walnut St., Philadelphia, PA, 19106, 215.640.1000. Nothing in the arbitration provision shall affect your right to file a direct claim against Westchester Fire Insurance Company in accordance with O.C.G.A. 33-7-6. If we fail to pay any valid claim within 60 days after proof of loss has been filed, you are entitled under Georgia law to make such a claim against Westchester Fire Insurance Company at the address shown above. Our cancellation of this Agreement will be in writing and conform to the requirements of O.C.G.A. 33-24-44. We may only cancel this Agreement for fraud, material misrepresentation or your failure to pay any amount due to us. If this Agreement is canceled, any applicable refund of the Price will not be reduced by an administrative fee or claims paid. Coverage is limited to one or two-family residential building structures. **IA Residents:** Our obligations under this Agreement are backed by full faith and credit of us and are not guaranteed under an Agreement Reimbursement Insurance Policy. We are regulated by the Insurance

Division at 1963 Bell Ave, Ste 100, Des Moines, IA 50315-1000. Complaints which are not settled by us may be sent to the Insurance Division. If this Agreement is canceled by us, a 15-day notice will be given. You may cancel and void this Agreement within 20 days from the Effective Date and receive a full refund of the Price if no claims have been paid and you are the original purchaser of this Agreement. An administrative fee of not more than 10% of the Price applies to cancellations. A 10% penalty per month shall be added to a refund that is not paid within 30 days after the cancellation of the Agreement. **IL Residents:** Our obligations under this Agreement are backed by full faith and credit of us and are not guaranteed under an Agreement Reimbursement Insurance Policy. You may cancel and void this Agreement within 30 days from the Effective Date and receive a full refund of the Price if no claims have been paid. An administrative fee of the lesser of 10% of the Price or \$50 applies to cancellations. **IN Residents:** You may cancel and void this Agreement within 10 days from the Effective Date and receive a full refund of the Price. CPD Reg. No. TS 20-06463. **KY Residents:** Our obligations under this Agreement are not guaranteed under an Agreement Reimbursement Insurance Policy. This is not a contract of insurance. However, the performance of this Agreement is guaranteed by a surety bond written by Westchester Fire Insurance Company, c/o Chubb Surety, Attn: Claims, 436 Walnut St., Philadelphia, PA, 19106, 215.640.1000. If we fail to pay any valid claim within 60 days after proof of loss has been filed, a claimant is entitled under Kentucky law to make a claim directly against Westchester Fire Insurance Company at the address shown above. **LA, MA, MD, MN and NJ Residents:** You may cancel and void this Agreement within 20 days from the Effective Date and receive a full refund of the Price if no claims have been paid and you are the original purchaser of this Agreement. A 10% penalty per month shall be added to a refund that is not paid within 45 days after the cancellation of the Agreement. **NM Residents:** You may cancel and void this Agreement within 20 days from the Effective Date and receive a full refund of the Price if no claims have been paid and you are the original purchaser of this Agreement. A 10% penalty per month shall be added to a refund that is not paid within 60 days after the cancellation of the Agreement. **NV Residents:** This Service Agreement may be renewed at our option and where permitted by state law, for another 12 month period unless canceled. This Agreement is non-cancelable by us, except for: 1) Failure by the holder to pay an amount when due; 2) Conviction of the holder of a crime which results in an increase in the service required under the Agreement; 3) Discovery of fraud or material misrepresentation by you in obtaining the Agreement, or in presenting a claim for service thereunder; 4) Discovery of: (a) An act or omission by you; or (b) A violation by you of any condition of the Agreement, which occurred after the effective date of the Agreement and which substantially and materially increases the service required under the Agreement; or 5) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Agreement was issued or sold. If this Agreement is canceled by us, a 15-day notice will be given, a cancellation/ administrative fee will not apply and based on the date cancellation takes effect, you will receive a pro rata refund of the Price paid. If you cancel this Agreement a \$25 cancellation fee applies and based on the date cancellation takes effect, you will receive a pro rata refund of the Price paid, less benefits paid during the current contract year, unless the amount of benefits paid exceed the Price. You may cancel and void this Agreement within 20 days from the Effective Date and receive a full refund of the Price if no claims have been paid and you are the original purchaser of this Agreement. If we fail to refund you the Price of the Agreement 45 days after you have requested cancellation, we will pay you a penalty of 10% of the Price each 30-day period the refund remains unpaid. Systems that relate to the health and safety of the Agreement holder including plumbing, electrical, heating and cooling will commence within 24 hours. In the event that repairs cannot be completed within 3 calendar days for systems that relate to the health and safety of the Agreement holder, a report will be provided to the Agreement holder, and to the Commissioner by e-mail at pcinsinfo@doi.nv.gov stating: a list of required repairs/ services, the primary reason the repairs/services cannot be completed within 3 days including the status of any parts required for repairs/ services, the current estimated time for completion, and contact information for you to make additional inquiries concerning the claim. Inquiries will be responded to within 1 business day. If you are not satisfied with the manner in which we are handling an Agreement claim, you may contact the Division of Insurance Commissioner at 888.872.3234. We are not responsible for failures that we determine have occurred prior to the Effective Date. **NY and WA Residents:** You may cancel and void this Agreement within 20 days from the Effective Date and receive a full refund of the Price if no

claims have been paid and you are the original purchaser of this Agreement. A 10% penalty per month shall be added to a refund that is not paid within 30 days after the cancellation of the Agreement. **OK Residents:** We are 2-10 Home Buyers Warranty of Oklahoma, Inc. **OR Residents:** License #: 202003. **SC Residents:** In the event of a dispute with us, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main St., Ste. 1000, Columbia, SC, 29201 or (800) 768-3467. You may cancel and void this Agreement within 20 days from the Effective Date and receive a full refund of the Price if no claims have been paid and you are the original purchaser of this Agreement. A 10% penalty per month shall be added to a refund that is not paid within 45 days after the cancellation of the Agreement. **TX Residents:** Our obligations under this Agreement are backed by full faith and credit of us and are not guaranteed under an Agreement Reimbursement Insurance Policy. This Agreement is issued by a Residential Service Company licensed by the Texas Real Estate Commission, where complaints can be sent to P.O. Box 12188, Austin, TX, 78711, 512.936.3049. The purchase of a Residential Service Agreement is optional and similar coverage may be purchased from other residential service companies or insurance companies authorized to transact business in Texas. **NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS AGREEMENT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OF THE ATTORNEY OF YOUR CHOICE.**

Buyer Signature _____ Date _____

NOTICE: WE PAY PERSONS NOT EMPLOYED BY US FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TX OCCUPATIONS CODE 1303.304.

UT Residents: Cancellation will be effective no sooner than 30 days after delivery or first-class mailing of written notice to you. If the Agreement has not been previously renewed and in effect less than 60 days, or if the reason is for nonpayment of fees, then cancellation will be effective no sooner than 10 days after delivery or first-class mailing of written notice to you. We may not cancel for fraud or if a change in regulations or laws materially affects our business or ability to fulfill our obligations. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association and is subject to limited regulation by the Utah Insurance Department, where complaints can be filed. ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF ARBITRATION RESOLUTION SERVICES, INC., A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION. **VA Residents:** The provider/obligor ("2-10 Home Buyers Warranty", "2-10 HBW", "we", "us", and "our") for this Agreement is 2-10 Home Buyers Warranty of Virginia, Inc. **VT Residents:** You may cancel and void this Agreement within 20 days from the Effective Date and receive a full refund of the Price if no claims have been paid. **WI Residents: THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** You may cancel and void this Agreement within 20 days from the Effective Date and receive a full refund of the Price if no claims have been paid. An administrative fee not to exceed 10% of the Price applies to cancellations and will not be charged if canceled within the first 20 days. If canceled by us for a reason other than non-payment, your refund will be 100% of the pro-rata Price less any claims paid, an administrative fee shall not apply, and we will mail notice to you at the last known address including the cancellation date and reason no less than 5 days prior to cancellation. A 10% penalty per month shall be added to a refund that is not paid within 45 days after the cancellation of the Agreement. In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, you shall be entitled to cancel the service contract and receive a pro rata refund of any unearned provider fee, less any claims paid. Any dispute that cannot be adjudicated within the jurisdiction of the Wisconsin small claims court shall be resolved by binding arbitration pursuant to Section V. You may opt-out of binding arbitration for claims within the jurisdiction of Wisconsin small claims court by sending written notice within 30 days of the Effective Date of this Agreement via email to legal@2-10.com or certified mail to our address. If you do not provide us notice within that time, you waive any right to have a judge or jury decide your case, and you agree to binding arbitration for all claims that would have otherwise been in the jurisdiction of the small claims court.