

I. DEFINED TERMS. For purposes of this EXTENDED SERVICE CONTRACT, the terms below are defined as follows:

A. EXTENDED SERVICE CONTRACT means this contract for purchase of a Vehicle Extended Service Agreement coverage pursuant to the written STATEMENTS PAGE.

B. COMMERCIAL USE OR PURPOSE means any use of YOUR VEHICLE for commerce or trade or to generate income, whether such use is full or part time.

C. COVERED PART means a part which is specifically covered under section IV of this EXTENDED SERVICE CONTRACT, provided, however, COVERED PART does not include any part which is excluded

from coverage by or not covered under any provision of Section V of this EXTENDED SERVICE CONTRACT.

D. DEALER means the dealer who sold the coverage to you

E. DEDUCTIBLE means the amount indicated on the statement page which you are required to pay in

respect to a BREAKDOWN.

F. STATEMENTS PAGE means the page of EXTENDED SERVICE CONTRACT information that accompanies this Agreement.

G. VEHICLE means the VEHICLE identified on the STATEMENTS PAGE.

H. OUR, US AND WE means USA CAR PROTECT 442 5th Avenue #1243 New York, NY 10018.

I. YOU and YOUR mean the EXTENDED SERVICE CONTRACT holder named on the STATEMENTS PAGE, as the person(s) entitled to coverage and benefits under this EXTENDED SERVICE CONTRACT.

J. FACTORY or DEALER WARRANTY means the new warranty, certified pre-owned or similar warranty

furnished to YOU by the MANUFACTURER, or a limited warranty furnished to YOU by or for the benefit of the DEALER, in connection with YOUR purchase of YOUR VEHICLE.

K. FACTORY or DEALER WARRANTY REPAIR SERVICE means a repair of YOUR VEHICLE which was performed or which YOU requested while the FACTORY WARRANTY or DEALER WARRANTY remained in force.

L. MAINTENANCE RECORDS include all original receipts, invoices and any other documents that

demonstrate all the required maintenance has been performed at proper intervals.

M. MANUFACTURER means the company that manufactured YOUR VEHICLE.

N. PRIOR AUTHORIZATION means USA CAR PROTECT's approval of and the approval number issued by US in respect to repairs or roadside services which may be covered under this EXTENDED

SERVICE CONTRACT. YOU must notify US and obtain PRIOR AUTHORIZATION from US before any repairs are performed on YOUR VEHICLE. Any costs for repairs or roadside services you incur without

PRIOR AUTHORIZATION, when PRIOR AUTHORIZATION is required, will not be covered under this EXTENDED SERVICE CONTRACT.

O. BREAKDOWN means the inability of a properly maintained COVERED PART to perform the function

for which it was designed, due to defects in materials or workmanship. BREAKDOWN does not mean the

gradual or sudden reduction in operating performance of a COVERED PART due to any lack of proper

maintenance or to non-use of a COVERED PART or non-covered parts.

P. REPAIR COST means the part and labor expense, if applicable, necessary to repair or replace a properly maintained covered part due to the BREAKDOWN. REPAIR COST is determined by the regular

retail part price, not to exceed the Manufacturer's Suggested RETAIL PRICE (MSRP) for a covered part,

and the current national hourly guide for labor, and is subject to aggregate and single repair visit.

We reserve the right to supply the covered replacement part/or/parts needed to complete the repair. All

components supplied by us for a COVERED repair are warrantied. For a COVERED REPAIR claim, We

will pay the repair shop the component replacement labor time as determined in a nationally recognized

service repair labor guide e.g. (Mitchell 1 ProDemand) multiplied by the repair shop's "Posted/Invoiced"

hourly labor rate not to exceed \$125.00 per hour. All repair invoices are required to include the Labor time

repair hours and the shop's hourly Labor rate. Handwritten invoices are not accepted. For an authorized

claim reimbursement, USA CAR PROTECT will pay the consumer for a COVERED repair claim the lesser of the component replacement labor as per the repair invoice OR the Labor time as determined

in nationally recognized service repair Labor guide e.g. (Mitchell 1 ProDemand) not exceeding the Labor

rate of \$125.00 per hour.

Q. UNITED STATES means the 50 UNITED STATES including Puerto Rico and the District of Columbia and does not include Guam or other territories and possessions of the United States of America.

R. "e.g." is Latin for exempli gratia and means for example

S. "In lieu of" means as an alternative, instead or in place of

II. NOTICE AND GENERAL CONSIDERATIONS - THIS EXTENDED SERVICE CONTRACT IS NOT: (a) AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE CONTRACT OR POLICY; (b) A MECHANICAL BREAKDOWN INSURANCE CONTRACT OR POLICY; (c) AN INSURANCE CONTRACT OR POLICY OF ANY KIND; OR (d) AN EXPRESS IMPLIED, GENERAL OR EXTENSION OF A WARRANTY. THIS EXTENDED SERVICE CONTRACT MAY DUPLICATE SOME WARRANTY COVERAGE. STATE AND FEDERAL LAW MAY PROTECT YOUR INTEREST AS A CONSUMER. IN RESPECT TO THE MAGNUSON MOSS WARRANTY ACT, THE CONTENTS OF THIS EXTENDED SERVICE CONTRACT SHOULD BE INTERPRETED AND UNDERSTOOD TO MEAN AN "EXTENDED SERVICE CONTRACT" AS USED THEREIN. BY ENTERING INTO THIS EXTENDED SERVICE CONTRACT, YOU DO NOT WAIVE ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. Other rights and remedies may be available to YOU if a problem cannot be resolved with US.

III. COVERAGE PROVIDED UNDER YOUR EXTENDED SERVICE CONTRACT - TO COMPLETE THE ENROLLMENT APPLICATION CLEAR READABLE COLOR PHOTOS ARE REQUIRED. VERIFIABLE PHOTOS OF THE VEHICLE'S DASH CLUSTER WITH CURRENT ODOMETER, REGISTRATION AND VIN MUST BE SUBMITTED TO US. YOUR EXTENDED SERVICE CONTRACT PERIOD begins on the EFFECTIVE DATE and START MILEAGE. YOUR EXTENDED SERVICE CONTRACT will end on the

STATEMENT EXPIRATION DATE or when the Odometer indicates the VEHICLE has reached the EXPIRATION MILEAGE limit, whichever occurs first. The EFFECTIVE DATE, START MILEAGE, EXPIRATION DATE and EXPIRATION MILEAGE are indicated on the STATEMENT PAGE. Contact us when a SYMPTOM or EVIDENCE OF A MECHANICAL BREAKDOWN occurs. WE will arrange for the repair or replacement of COVERED PARTS as specified in the coverage agreement. During the initial 120 days of service coverage the acknowledged limit for a claim shall not exceed \$500.00. During this

EXTENDED SERVICE CONTRACT, OUR limit of liability for a single repair cost SHALL not exceed the lesser of the vehicle's Actual Cash Value as determined in the NADA Used Car Guide OR the AS IS appraisal value of the vehicle. All repair estimates and invoices are required to be itemized, including part

numbers and descriptions, with separate amounts for parts and labor.

A. RENTAL CAR REIMBURSEMENT: If YOU required alternate transportation due to a COVERED CLAIM REPAIR/BREAKDOWN, this EXTENDED SERVICE CONTRACT provides reimbursement for the expense of a rental car up to a maximum rate of \$50.00 per day, to a maximum of five days and a total of

\$250.00 per COVERED CLAIM REPAIR/BREAKDOWN. Rental car reimbursement is based on a recognized industry flat rate time required to repair YOUR VEHICLE according to the following criteria: (i)

if the repair time required is the maximum of eight hours, we will allow a one day car rental and reimburse

YOU a maximum of \$50.00 for that rental, (ii) if the repair time required is a maximum of sixteen hours,

we will allow a two day car rental and reimburse YOU a maximum of \$50.00 for that rental; and (iii) if

the repair time required is more than twenty four hours, we will allow a three day car rental and reimburse

YOU a maximum of \$150.00 for that rental. Rental car reimbursement is valid only for expenses actually

incurred from the date of Authorization for the COVERED CLAIM/REPAIR BREAKDOWN until the date

repairs are completed. Rental car reimbursement does not include any expense for items such as

MILEAGE, GASOLINE, MAINTENANCE, INSURANCE, OR COLLISION DAMAGE WAIVER CHARGES, OR OIL CHANGES. No separate deductible applies to the provisions of Rental Car Reimbursement. A

verifiable "PAID" Invoice is required prior to reimbursement payment.

B. ROADSIDE SERVICES UNDER THIS EXTENDED SERVICE CONTRACT: WE provide YOU the following additional services, if YOUR VEHICLE is disabled and such BREAKDOWN requires the TOW of

your vehicle. The reimbursement shall not exceed a maximum of: (i) \$120.00 per occurrence for towing to

the nearest acceptable repair facility and if required only as a result of a COVERED CLAIM

REPAIR/BREAKDOWN; (ii) \$50.00 per day of eight (8) Labor repair hours, for Hotel/Motel lodging for up

to three days, for emergency trip interruption reimbursement, when you are more than one hundred and

fifty miles from your home; (iii) up to \$50.00 for one flat tire change using YOUR good spare tire, (iv) up to

\$50.00 for a battery boost or jump start, or toward the delivery charge to have fuel purchased by you delivered to your VEHICLE; and (v) \$35.00 for lock out assistance. Service may vary to conform to

the laws of YOUR state. No deductible applies to the provision of Roadside Service. During the term of

this EXTENDED SERVICE CONTRACT Roadside Services are not provided or reimbursed if YOUR

VEHICLE was disabled due to the failure of a non-covered component, or caused by a car accident, maintenance neglect, service neglect, acts of nature (e.g. Flood Lightning, Rain, Snow), insurrection, riot,

terrorism, war etc. Roadside Services are not provided or reimbursed for any DENIED or non-covered

claim, accident or incident. During the term of this EXTENDED SERVICE CONTRACT, YOU are limited

to receiving Roadside Services for just one disablement of YOUR VEHICLE for any constructive thirty

(30) day period.

C. BREAKDOWN: Breakdown means the inability of any Covered Part(s) or component(s) to perform the

function(s) for which it was designed due to defects in material or workmanship. The manufacturer has

established tolerances for the express purpose of defining mechanical BREAKDOWN and serviceability;

when a COVERED PART exceeds these manufacturers tolerances, a BREAKDOWN will be considered

to have occurred. COMMERCIAL USE means Vehicles used for farming, ranching, route work, job-site

activities, service or repair work, delivery of goods, and snow removal. Usage must not exceed the manufacturer's ratings and/or limitations. Vehicles used for snow removal must be equipped with factory

authorized snowplow package to be eligible for COMMERCIAL USE Coverage. CONTRACT means this

Extended Service Contract including the Application Page and Terms & Conditions. COVERAGE means

the component protection You selected as shown on this CONTRACT. COVERED PART(s) means the parts and units described under the Terms and Conditions, Coverage Section. DEDUCTIBLE means the

amount YOU are required to pay as selected on the Application Page 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 mean the date YOU purchased YOUR CONTRACT and zero (0) miles; for Used Vehicle Plans mean the date YOU purchased

YOUR CONTRACT and the miles on the odometer on that date. EXPIRATION DATE or EXPIRATION

MILEAGE means the date and/or mileage when YOUR CONTRACT is no longer in force. YOUR

CONTRACT expires when the number of months or accumulated mileage for the term you purchased,

calculated from the EFFECTIVE DATE AND MILEAGE, is reached, whichever occurs first.

PRE-EXISTING means a condition that within all reasonable mechanical probability relates to the

mechanical condition of YOUR VEHICLE prior to CONTRACT issuance. VEHICLE means the VEHICLE

which is described on the Application Page. WAITING PERIOD means the period and mileage that must

transpire before a claim may be filed hereunder. The WAITING PERIOD is equal to thirty (30) days and

one thousand (1,000) miles from the CONTRACT purchase date and odometer mileage at CONTRACT

purchase date.

#### IV. COVERAGE DETAILS

A. Ultimate covers the following listed components under section IV part A

1. Gasoline/Diesel Engine: Cylinder block, cylinder head(s) if damaged by internally lubricated parts. The

following internally lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearing, camshaft and bearings, pushrods, rocker arms, rocker arm

shafts, rocker arm pivots, cylinder head intake & exhaust valves, valve keepers, valve retainers, hydraulic

and solid valve lifters, cam followers, oil pump timing chain, and crankshaft gear, harmonic balancer,

metal valve covers, metal timing cover and metal oil pan (if damage caused by failure of internally lubricated covered part), seals and gaskets during rebuilding, cylinder head gaskets, engine vacuum

pump, and engine mounts.

2. Transmission: Transmission (Rear Wheel Drive) or Transaxle (Front Wheel Drive): Transmission case,

and the transmission pan (if damaged by the failure of covered internally lubricated parts). The following

internally lubricated parts included within a rebuilders banner kit components (automatic transmission

clutch plates, automatic transmission clutch steels, accumulator locking rings, servo locking rings),

automatic transmission torque converter, vacuum modulator, seals and gaskets during rebuilding, front

pump shaft seal, rear transmission seal, and transmission mounts.

3. Engine Electrical: Alternator, voltage regulator, starter motor, starter solenoid, ignition distributor; body

electrical; front windshield wiper motor, rear window wiper motor

4. Engine Cooling: Primary/main radiator, primary/main radiator cooling fan motor, AC condenser cooling

fan motor, cooling fan clutch, primary/main water pump.

5. Drive Axle: Front CV axle shaft joints, front axle shaft universal joints, front propeller/drive shaft universal joints, rear propeller/drive shaft universal joints, rear propeller drive shaft support and bearing.

6. Hydraulic Brakes: Master cylinder, power brake booster, front disc brake calipers, rear disc brake calipers, and wheel cylinders.

7. Super/Turbo Charger: The following internally lubricated parts: turbine shaft and wheel, compressor

wheel; turbo housing (if damaged by the failure of covered internally lubricated part); super/turbo charger mount gaskets during replacement.

8. 4x4/AWD: These components in the Transfer Case including: Drive chain, drive chain gears, planetary

gears, oil pump output shaft, main shaft washers, transfer case actuator; 4 Wheel Drive actuator, seals

and gaskets during rebuilding; transfer case input shaft seal, transfer case output shaft seal.

9. Front Hydraulic Power Steering System: Power steering gearbox, power steering gearbox pitman shaft

seals, rack and pinion unit, rack and pinion column shaft seals, power steering pump, power steering

pump shaft seal, front steering linkage components: pitman arm, idler arm, inner tie rod ends, and outer

tie rod ends.

10. Fuel system: In tank fuel pump, fuel injector(s), and fuel pressure regulator.

11. Differential Assembly: (Front and Rear) Differential Housing (if damaged caused by failure of internally

lubricated covered parts), CV axle shaft joints, ring and pinion gears, ring and pinion bearings, spider and



carrier gears, spider and carrier bearings, axle bearings, pinion seal, and axle shaft seal.

12. Heater and Air Conditioning: Evaporator core, condenser, compressor, compressor clutch, field coil,

accumulator, A/C high/low pressure compressor cutoff switches, heater core and front/rear HVAC blower

motor.

13. Front Suspension: Upper and lower control arms, control arm bushings, lower torsion/tension arms,

stabilizer end links, upper and lower ball joints, unitized (1/piece) front wheel & hub bearing assembly.

14. Rear Suspension: Upper and lower control arms, control arm bushings, stabilizer end links, Upper

and lower ball joints, unitized (1/piece) rear wheel hub & bearing assembly.

15. ABS Brakes: ABS wheel speed sensors, ABS hydraulic pump/motor assembly, ABS pressure modulator, ABS accumulator, ABS master cylinder, ABS control processor.

16. Hi-Tech: Fuel management controls; mass air flow sensor, map sensor, air charge temperature sensor, engine coolant temperature sensor, fuel pressure sensor; ignition management controls; camshaft position sensor, crankshaft position sensor, ignition coils; vehicle management, power window

motor(s), power door lock actuator(s), front seat driver and passenger forward/backward seat motor(s),

front seat driver and passenger tilt seat based motor(s), front seat driver and passenger tilt seat back

motor(s), HVAC automatic temperature control switch, keyless entry module excluding remote, factory

installed GPS navigation module, speed control module, suspension level control compressor, sunroof

motor, convertible top motor, factory installed rear backup camera only.

17. Hybrid Components (applicable to hybrid vehicles): Electric motor, battery control module, hybrid

control module, inverter with converter, bussed electrical center (BEC).

For Tesla brand vehicles, the Ultimate coverage will be extended to the following listed components:

18. DC-DC Converter: Power switch, conductor coil, diode, storage capacitor, and control circuit.

19. Power Electronics Controller: Power transistors, gate drivers, control circuit, cooling system, enclosure, capacitors, resistors, and diodes.

20. Electric Traction Motor: Stator, rotor, bearings, cooling system, enclosure, capacitors, resistors, and diodes.

21. Battery Pack: Battery cells, module, pack, cooling system, enclosure, busbars, connectors, and sensors.

22. Single Speed Direct Drive System: Motor, transmission case, differential, driveshafts, and wheels.

23. Thermal System: Coolant, radiator, condenser, evaporator, expansion valve, fan and thermal management controller.

24. Charging Port: J1772 charging connector, connector door seals electrical connections, control circuitry.

25. Internal Charger: AC input connector, AC-DC converter, onboard charger controller, battery management system, cooling system.

26. Autonomous Driving Sensors: front camera, rear camera, side cameras, radar, ultrasonic sensors, gyroscope, accelerometer.

27. Battery Thermal Management System: Coolant loop, pump, radiator, sensors, controller, valves, hoses, wiring.

28. Dual Motor: front axle motor, rear axle motor, gearboxes, output shafts, sensors, controller, wiring, connectors, mounting hardware.

B. Premier covers the following listed components under section IV part B.

1. Gasoline/Diesel Engine: Cylinder block, cylinder head(s) if damaged by internally lubricated parts. The

following internally lubricated parts including pistons, piston rings and pins, crankshaft and main bearings,

connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, cylinder head intake

and exhaust valves, valve keepers, valve retainers, oil pump, timing chain, and crankshaft gear, Harmonic balancer, metal valve covers, metal timing cover, and metal oil pan (if damaged caused by

failure of internally lubricated covered part).

2. Transmission (Rear Wheel Drive) or Transaxle (Front Wheel Drive): The following internally lubricated

parts included within a rebuilders banner kit component: (automatic transmission clutch plates, automatic

transmission clutch steels, accumulator locking rings, servo locking ring ), and vacuum modulator.

3. Engine Electrical: Alternator, voltage regulator, starter motor, start solenoid, ignition distributor; Body

Electrical: Front windshield wiper motor.

4. Engine Cooling: Primary/main radiator, primary/main radiator cooling fan motor, cooling fan clutch,

primary/main water pump.

5. Drive Axle: Front CV axle shaft joints, front axle shaft universal joints, front propeller/drive shaft universal joints, rear propeller/drive shaft universal joints, rear propeller/drive shaft support and bearing.

6. Hydraulic Brakes: Master cylinder, power brake booster, front disc brake calipers, rear disc brake calipers, and wheel cylinders.

7. 4x4/AWD: These components in the Transfer Case including: transfer case actuator, 4 Wheel Drive actuator.

8. Front Hydraulic Power Steering System: Power steering gear box, power steering rack and pinion unit,

power steering pump; Front Steering Linkage Components: pitman arm, idler arm, inner tie rod ends, and

outer tie rod ends.

9. Heater and Air Conditioning: Front HVAC blower motor.

C. Basic covers the following listed components under section IV part C.

1. Gasoline/Diesel Engine: Cylinder block, cylinder head(s) if damaged by internally lubricated parts. The

following internally lubricated parts including pistons, piston rings and pins, crankshaft and main bearings,

connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, cylinder head valves,

oil pump, timing chain, and crankshaft gear. Metal valve covers, metal timing cover, and metal oil pan (if

damaged caused by failure of internally covered part).

2. Transmission (Rear Wheel Drive) or Transaxle (Front Wheel Drive): The following internally lubricated

parts included within a rebuilders banner kit component: (automatic transmission clutch plates, automatic

transmission clutch steels, accumulator locking rings, servo locking rings), and vacuum modulator.

3. Engine Electrical: Alternator, voltage regulator, starter motor, starter solenoid, ignition distributor.

4. Engine Cooling: Primary/main radiator, primary/main radiator cooling fan motor, cooling fan clutch,

primary/main water pump.

5. Drive Axle: Front CV axle shaft joints, front axle shaft universal joints, front propeller/drive shaft universal joints, rear propeller/drive shaft universal joints.

6. Hydraulic Brakes: Master cylinder, power brake booster, front disc brake calipers, rear disc brake calipers, and wheel cylinders.

7. Heater and Air Conditioning: Front HVAC blower motor.

V. EXCLUSIONS: PARTS AND SERVICES NOT COVERED. THE FOLLOWING ARE EXCLUDED BY OR NOT COVERED UNDER THIS EXTENDED SERVICE CONTRACT:

A. Coverage will be denied if the owners/operators fail to perform maintenance services at proper intervals, or otherwise fail to properly maintain the enrolled VEHICLE, and a BREAKDOWN is caused by

the failure to perform maintenance services or otherwise properly maintain the enrolled VEHICLE.

B. Coverage will be denied if the owner/operators fail to retain all original documents that demonstrate the

amount YOU paid to purchase YOUR VEHICLE.

C. Coverage will be denied if the owners/operators fail to have all EXTENDED SERVICE CONTRACT payments up to date.

D. Coverage will be denied if the owners/operators fail to maintain as required per legal state of domicile,

annual registration, liability insurance, and safety emissions motor vehicle inspection.

E. ANY REPAIR, REPLACEMENT OR REIMBURSEMENT COVERED BY ANY FACTORY OR DEALER WARRANTY, REPAIR FACILITY GUARANTEE, OTHER SERVICE CONTRACT, OR ANY INSURANCE COVERAGE.

F. ANY REPAIR IF AN AFTERMARKET OR NON-FACTORY PERFORMANCE PART OR AFTERMARKET OR NON-FACTORY EQUIPMENT CAUSED OR CONTRIBUTED TO THE BREAKDOWN.

G. ANY REPAIR OF A SYSTEM, ANY EQUIPMENT OR PART IF IT IS DETERMINED THAT THERE IS A REASONABLE MECHANICAL PROBABILITY THAT THE CONDITION CAUSING THE FAILURE EXISTED PRIOR TO OR AT THE TIME OF START MILEAGE OR START DATE OF YOUR EXTENDED SERVICE CONTRACT, WHETHER KNOWN OR UNKNOWN AT THE TIME OF ACTIVATION OF YOUR EXTENDED SERVICE CONTRACT.

H. PARTS NOT AUTHORIZED BY THE MANUFACTURER. SUCH PARTS INCLUDE BUT ARE NOT LIMITED TO NON-FACTORY OR AFTERMARKET PERFORMANCE PARTS OR EQUIPMENT, AND ANY NON-FACTORY TYPE OF SECURITY SYSTEM, AUDIO, TELEVISION SATELLITE, TELEPHONE OR ENTERTAINMENT SYSTEM, EQUIPMENT OR PART.

I. ANY REPAIR OF AIRBAG(S), AIR BAG MODULE(S), AND AIRBAG SENSOR(S). YOU SHOULD CONTACT YOUR DEALER IMMEDIATELY IF YOU BELIEVE THERE IS A DEFECT IN THESE PARTS.

J. ANY OF THE FOLLOWING COMPONENTS OR SERVICES INCLUDED BUT NOT LIMITED TO:

glass, lenses, headlamp or protection lamp assemblies, light bulbs, sealed beams, weather stripping,

trim, moldings, RTV sealant, bright metal, chrome, upholstery, carpet, window or sunroof shades, zippers,

cup holders, instrument cluster, instrument panel lighting, dash pad and vents, seat frames, seat tracks,

paint, inside and outside ornamentation, battery and battery cables, air springs, coil springs, shock absorbers, suspension struts, automated manual gearbox transmissions (e.g. DCT, PDK SMG), CVT transmissions, manual transmissions, manual clutch components (e.g. clutch disc, pressure plate,

throwout/release bearing, pilot bearing, clutch master, slave cylinder, manual and hydraulic linkage),

Tune-up Parts (e.g. spark plugs, spark plug wires, glow plugs, filters and filter housings), thermostats,

hoses, belts, pulleys, pipes, lines, nuts, bolts, retainers, clips, hardware, timing actuators, guides, and

tensioners, valve seals and guides; Safety Restraint Systems (e.g. seat belts and air bags); All fluids, gases, lubricants, and reservoirs, circuit breakers, fuses, fuse panels, relays, brake pads, brake shoes,

brake drums and rotors, Rubber and plastic boots (e.g. ball joints, bellows, CV axle, propeller shaft, tie

rod), EPAS electric power assisted steering components; throttle body, exhaust systems (e.g. manifolds

and pipes) emission systems (e.g. vapor canister, gas cap PCV), antennas CD/DVD players,

headphones, Screens; information, navigation, radio and TV (e.g. CUILED LCD, SYNC, Touch), power

amps, radios, speakers and wiring, telephones televisions; Transmitter and Receiver Devices (e.g. alarm, cellular, electronic, radio, remotes, satellite, television); programming and software (e.g. body,

navigational, powertrain, SAM, SD card, updates), inside and outside door handles, mirrors, hinges, latches, rollers, hood, lift gate and trunk supports, hub caps and wheel covers, body sheet metal and

panels, bumper, structural body parts, sunroof or convertible top frames and linkages, TPMS tire pressure sensors, tires, wheels and rims.

K. REPAIRS, REPLACEMENT OR COMPONENT FAILURES NEEDED IN WHOLE OR IN PART DUE TO (i) LACK OF COOLANT, LACK OF LUBRICANT, FAILURE TO STOP DRIVING OR PROTECT YOUR VEHICLE FROM FURTHER DAMAGE, (ii) THE USE OF FUELS, OILS, FLUIDS OR LUBRICANTS OTHER THAN THOSE REQUIRED BY YOUR OWNER'S MANUAL OR AS OTHERWISE SPECIFIED BY THE MANUFACTURER, (iii) FAILURE TO PERFORM MAINTENANCE SERVICES, OTHER NEGLIGENCE, MISUSE OR ABUSE (e.g. OVERLOADING, RACING, COMPETITIVE DRIVING ACTIVITIES OR SNOW PLOWING), OR FROM MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, TOWING, IMPROPER ADJUSTMENTS OR SERVICING, OR USING THE VEHICLE

IN ANY MANNER NOT RECOMMENDED BY THE MANUFACTURER, (iv) ACCIDENTAL LOSS, EXTERNAL CAUSES SUCH AS WAR, RIOT, VANDALISM, OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF THE PARTIES, ANY AND ALL REPAIRS OR BREAKDOWNS CAUSED BY OR RESULTING FROM STRUCTURAL IMPACT, A VEHICULAR ACCIDENT, ROLLOVER OR UPSET, VEHICULAR THEFT AND/OR COMPREHENSIVE INSURANCE LOSS, (v) CORROSION, RUST, SALT, WATER INTRUSION/LEAKS, EXTREME HEAT, ACID RAIN, CHEMICALS, TREE SAP, HAIL, FLOOD, LIGHTNING, FIRE, WINDSTORM, EARTHQUAKES OR OTHER ENVIRONMENTAL CAUSES OR ACTS OF NATURE, (vi) DEFORMATION, DELAMINATION, DETERIORATION, DISCOLORATION, DISTORTION, FADING, PEELING, SPIDER WEBBING AND/OR VIBRATION, OR (vii) COOLANT SLUDGE, PETROLEUM SLUDGE, CROSS CONTAMINATION OR INTERMIX OF FLUID, CONTAMINATED FLUIDS, CONTAMINATED FUELS, CONTAMINATED LUBRICANTS AND/OR CONTAMINATED METALS.

L. ANY WORK PERFORMED TO IMPROVE COMPRESSION OR REDUCE OIL OR FUEL CONSUMPTION, OR OTHER WORK WHEN BREAKDOWN HAS NOT OCCURRED.

M. EXPENSES FOR ANY MAINTENANCE SERVICE SPECIFIED IN YOUR OWNER'S MANUAL, FUELS, FLUIDS, LUBRICANTS, ALIGNMENTS OR ADJUSTMENTS, DIAGNOSTIC FEES, IMPROPER REPAIRS, ADJUSTMENTS, REPROGRAMMING, OIL SERVICING BY ANY REPAIR FACILITY, INDIVIDUAL OR YOU.

N. REPAIRS PERFORMED OUTSIDE THE UNITED STATES, CANADA, OR MEXICO.

O. REPAIRS PROHIBITED BY A FEDERAL, STATE OR LOCAL LAW, REGULATION, OTHER AUTHORITY OR AGENCY.

P. ANY AND ALL PARTS OR COMPONENTS WHICH ARE NOT SPECIFICALLY LISTED UNDER SECTION IV COVERAGE DETAILS IS THEREBY EXCLUDED UNDER THE TERMS OF THIS AGREEMENT.

Q. ANY REPAIR COST IF YOUR VEHICLE HAS BEEN USED FOR A COMMERCIAL, CORPORATE USE OR PURPOSE, INCLUDING BUT NOT LIMITED TO USE FOR HIRE, FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE SERVICE, CHERRY PICKING, FARMING, DUMPING, PLOWING SNOW FOR HIRE, HAULING, PLOWING, TOWING OR ROAD SERVICE OPERATIONS, POLICE, LAW ENFORCEMENT, GOVERNMENT AGENCIES, SECURITY SERVICES, FIRE, RANGER, AMBULANCE

OR EMERGENCY OR RESCUE SERVICES.

R. MINOR LOSS OF FLUID OR SEEPAGE FROM ANY SEAL OR GASKET IS CONSIDERED NORMAL AND IS NOT CONSIDERED A FAILURE.

S. ANY CONSEQUENTIAL OR INCIDENTAL PECUNIARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, LOST REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY OTHER ECONOMIC LOSS OF ANY KIND.

T. IF YOUR VEHICLE HAS BEEN ALTERED AND DOES NOT MEET MANUFACTURER'S SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO: ANY CUSTOMER OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, EMISSION AND/OR EXHAUST SYSTEMS MODIFICATIONS, OR POWERTRAIN MODIFICATIONS. U. ANY SUBSEQUENT FAILURES CAUSED BY OVERHEATING REGARDLESS OF THE CAUSE. V. ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE OR LACK OF NORMAL MAINTENANCE SCHEDULED FOR YOUR VEHICLE. FOR EXAMPLE, SOME VEHICLE MANUFACTURERS REQUIRE THE TIMING BELT TO BE REPLACED AT SPECIFIC INTERVALS. FAILURE TO PERFORM SPECIFIED MAINTENANCE AND/OR PRESENT MAINTENANCE RECORDS WILL RESULT IN A CLAIM DENIAL.

W. ANY REPAIR COST (i) IF THE ODOMETER IS ALTERED, DISCONNECTED OR INOPERABLE SO THAT MILES TRAVELED CANNOT BE ACCURATELY DETERMINED, (ii) IF THE VEHICLE'S FACTORY WARRANTY HAS BEEN VOIDED FOR ANY REASON, OR (iii) IF YOU FAIL TO PROVIDE ALL MAINTENANCE RECORDS FOR ROUTINE MAINTENANCE RELATING TO COVERED PARTS THAT SUSTAIN A BREAKDOWN.

X. NEGLIGENCE, ERROR OR OMISSION ON THE PART OF ANY SERVICING DEALER, REPAIR FACILITY OR PROVIDER OF ROADSIDE SERVICES, OR ANY BREAKDOWN OR CONSEQUENTIAL DAMAGE TO YOUR VEHICLE CAUSED BY NEGLIGENCE, ERROR OR OMISSION.

Y. ANY SERVICE THAT THE MANUFACTURER RECOMMENDS PURSUANT TO A RECALL ANNOUNCEMENT OR SERVICE BULLETIN THAT APPLIES TO YOUR VEHICLE, AND ANY BREAKDOWN OF AN OTHERWISE COVERED PART IF YOU FAIL TO HAVE THE VEHICLE REPAIRED OR REPROGRAMMED PURSUANT TO A NOTICE OF RECALL OR SERVICE BULLETIN, AND SUCH REPAIR OR REPROGRAMMING WOULD HAVE PREVENTED THE BREAKDOWN.



VI. YOUR RESPONSIBILITIES IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT. WHEN A SYMPTOM OR EVIDENCE OF A MECHANICAL BREAKDOWN OCCURS:

A. STOP THE ENGINE. DISCONTINUE THE USE AND OPERATION OF THE VEHICLE IMMEDIATELY.

TOW your vehicle to a licensed Repair Facility in the UNITED STATES which has the equipment and a Certified Mechanic or Dealer Certified Master Technician capable of evaluating, diagnosing and repairing

your vehicle. If you are traveling in Canada, TOW your vehicle to the nearest Licensed Repair Facility which has the equipment and an automotive professional capable of evaluating, diagnosing and repairing

your vehicle. YOU must notify USA CAR PROTECT that a BREAKDOWN has occurred. YOU must provide a description of the failure, details of where and when the BREAKDOWN occurred, description of

the complaint to include SYMPTOMS (e.g. warning lights, fluid leaks, smoke, noise), and the VEHICLE

INFORMATION (e.g YEAR, MAKE, MODEL, VIN NUMBER, LICENSE PLATE AND MILEAGE). YOU

must provide us with the Licensed Repair Facility shop information. (e.g. Name, Address, Phone Number,

Contact Person, Hourly Labor Rate) TO AVOID CLAIM: Instruct your service advisor to call USA CAR PROTECT at . THE REPAIR FACILITY MUST OBTAIN PRIOR AUTHORIZATION

FROM US, by calling before incurring any repair cost. The repair facility must provide an itemized estimate with a diagnosis, description of the component failure, part numbers, part description, and

labor/repair time. If requested, the repair shop must provide photos of the components and or repairs

UPON APPROVAL. THE REPAIR FACILITY MUST INCLUDE ON THE INVOICE AND PROVIDE TO THE CONSUMER AND US A WRITTEN WARRANTY FROM THE DATE, TIME AND SERVICED MILEAGE FOR A MINIMUM PERIOD OF 12,000 MILES AND 12 MONTHS FOR ALL INVOICED PARTS AND LABOR. Handwritten invoices are not accepted.

B. YOU must Authorize the repair facility to diagnose the problem. If requested by the Service Facility or

by USA CAR PROTECT you must authorize teardown or disassembly of the vehicle to determine the component failure and or the extent of damage. In the event that a non-covered part causes or

contributes to the BREAKDOWN, there is no coverage nor obligation within this AGREEMENT to reimburse you for repairs or the cost of the tear down.

C. WE reserve the right to inspect YOUR VEHICLE to gather diagnosis or other necessary information

regarding any claim. At OUR discretion, WE may move or tow YOUR VEHICLE to another location, at no

expense to YOU, in order to inspect YOUR VEHICLE for these purposes.

D. WE reserve the right to supply the covered replacement part or parts needed to complete the repair of

YOUR vehicle. All components supplied by USA CAR PROTECT are fully warranted. The repair facility is required to supply workmanship/installation warranty only for any component(s) supplied by

USA CAR PROTECT. In lieu of providing the replacement part or parts, WE will AUTHORIZE

payment equal to OUR actual cost plus a reasonable markup when and if the installation of the contract

supplied parts is contrary to shops written warranty and workmanship policy. The reasonable markup

shall never exceed 40% (forty percent).

E. In the event of negligence or improper installation/workmanship by the repair facility, that aforementioned facility is now responsible to repair and/or replace the failed covered component.

Subsequent failures that result from an improper or negligent repair are the financial responsibility of the

aforementioned repair facility.

F. YOU must pay any applicable DEDUCTIBLE to the authorized repair facility. The DEDUCTIBLE is the

amount of the repair cost YOU must pay for each visit as specified on the STATEMENTS PAGE of your

USA CAR PROTECT agreement. Deductibles do not include non-covered services, maintenance services, filters, fluids and taxes.

G. For Roadside Services or Rental Car Reimbursement, please contact us at .

## VII. CANCELLATION OF EXTENDED SERVICE CONTRACT

A. You may cancel this EXTENDED SERVICE CONTRACT at any time including when the VEHICLE is

sold, lost, stolen or destroyed by notifying US in writing and by submitting a request to cancel the CONTRACT with notarized affidavit verifying the vehicle mileage or a DATED VERIFIABLE current ODOMETER PHOTO.

1. Within thirty (30) days following the purchase of EXTENDED SERVICE CONTRACT period, YOU may

cancel this EXTENDED SERVICE CONTRACT and receive a full purchase price "PAID" refund from US,

if no claims or services have been rendered to or on behalf of YOU. If claims or services have already

been rendered under this EXTENDED SERVICE CONTRACT to or on behalf of YOU, the refund from US

will be the lesser amount calculated as (i) a time prorated amount, based on the time expired since the

EXTENDED SERVICE CONTRACT was purchased with deductions from the cost of any claims or services authorized or paid: (ii) or a mileage prorated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the EXTENDED SERVICE CONTRACT with deductions from the cost of any claims or services authorized or paid.

2. After thirty (30) days following the purchase of this EXTENDED SERVICE CONTRACT, YOU may cancel this EXTENDED SERVICE CONTRACT. The refund from US will be the lesser amount calculated

as (i) a time prorated amount based upon the time expired since the EXTENDED SERVICE CONTRACT

was purchased with deductions for the cost of any claims or services authorized or paid, or (ii) a mileage

prorated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased

the EXTENDED SERVICE CONTRACT with deductions for the cost of any claims or services authorized

are paid. If enrolled in a payment plan, down payments are non-refundable. ALL CANCELLATION REFUNDS AFTER (30) DAYS FOLLOWING THE PURCHASE OF THE EXTENDED SERVICE CONTRACT ARE SUBJECT TO A \$500.00 REGISTRATION AND \$250.00 PROCESSING FEE. IN ADDITION, ALL CANCELLATION REFUNDS AFTER THIRTY (30) DAYS FOLLOWING THE

PURCHASE OF THE EXTENDED SERVICE CONTRACT ARE SUBJECT TO A TEN PERCENT (10%) OF PURCHASE PRICE CANCELLATION FEE.

3. WE may cancel this EXTENDED SERVICE CONTRACT at any time if (i) YOU fail to timely pay any part of the EXTENDED SERVICE CONTRACT purchase price, (ii) YOU made up material misrepresentation or substantially breached YOUR duties under this EXTENDED SERVICE CONTRACT

relating to the VEHICLE, repairs or its use, (iii) YOU have concealed or misrepresented any material fact(s), or circumstance(s) concerning this EXTENDED SERVICE CONTRACT, or in the case of fraud, attempted fraud, or false swearing affecting any matter relating to this EXTENDED SERVICE CONTRACT, whether before or after a loss on a continuing basis, this EXTENDED SERVICE CONTRACT may be cancelled and any unearned premium will be refunded with the reductions for the

cost of any claims or services authorized or paid, (iv) the VEHICLE has been sold or traded or reprocessed, unless this EXTENDED SERVICE CONTRACT has been transferred in accordance with section X, (v) the VEHICLE IDENTIFICATION NUMBER can no longer be read or has been altered,

(vi) WE cannot determine the true mileage of the VEHICLE due to replacement, alteration or unknown

true mileage, disconnection or failure of the Odometer, (vii) the VEHICLE has been declared a total loss

or sold for salvage purposes, branded or salvage title; or (viii) the VEHICLE has been modified or altered

(e.g. oversize/ under size tires, frame or suspension lift kits, towing kits), (ix) the vehicle has been used in any competitive events, (x) the vehicle has been Licensed, Registered or Titled as a COMMERCIAL vehicle, (xi) the VEHICLE has been Licensed, Registered or Titled as a RENTAL or FLEET vehicle, (xii) the VEHICLE has been used for UBER, LYFT, HYPERCAR or other RIDE SHARING TRANSPORTATION or RENTAL CAR SERVICES, or (xiii) the VEHICLE has equipment modifications intended for Commercial usage. If WE cancel this EXTENDED SERVICE CONTRACT WE will refund to

you or the Lender, as applicable, the lesser of, (xiv) a time prorated amount, based upon the time expired

since the EXTENDED SERVICE CONTRACT was purchased with deductions for the cost of any claims

or services authorized or paid, or (xv) a mileage prorated amount, based upon the number of miles the

VEHICLE has been driven since YOU purchased the EXTENDED SERVICE CONTRACT with deductions for the cost of any claims or services authorized or paid. ALL CANCELLATION REFUNDS AFTER (30) DAYS FOLLOWING THE PURCHASE OF THE EXTENDED SERVICE CONTRACT ARE SUBJECT TO A \$500.00 REGISTRATION AND \$250.00 PROCESSING FEE. IN ADDITION, ALL CANCELLATION REFUNDS AFTER THIRTY (30) DAYS FOLLOWING THE PURCHASE OF THE EXTENDED SERVICE CONTRACT ARE SUBJECT TO A TEN PERCENT (10%) OF PURCHASE PRICE CANCELLATION FEE.

#### VIII. YOUR OBLIGATIONS TO MAINTAIN COVERAGE

A. By signing this contract, YOU acknowledge and represent that the vehicle is in good working condition

and free of any known defects or pre-existing condition. YOU agree to sign this contract prior to initiating

any claims with the vehicle. Failure to sign this contract will result in the denial of any future claims and

grants US the right to cancel your policy. Failure to sign this contract may render this policy and any other

policies associated with the policy null and void, at the discretion of USA CAR PROTECT.

B. All owners/operators must properly maintain the enrolled VEHICLE by performing maintenance services, at the proper intervals, according to the requirements of the Owner's Manual or as otherwise

specified by the MANUFACTURER.

C. All owners/operators must retain all original receipts, invoices and any other MAINTENANCE RECORDS that demonstrate all required maintenance has been performed at proper intervals. We may

request MAINTENANCE RECORDS and may deny coverage if YOU fail to produce MAINTENANCE RECORDS that confirm that maintenance has been performed at proper intervals regarding the enrolled

VEHICLE. Handwritten invoices are not accepted.

D. ADDITIONAL CANCELLATION REFUNDS THIRTY (30) DAYS OR MORE FOLLOWING THE PURCHASE OF EXTENDED SERVICE CONTRACT ARE SUBJECT TO A TEN PERCENT (10%) OF PURCHASE PRICE CANCELLATION FEE.

E. If YOU are entitled to a refund under this EXTENDED SERVICE CONTRACT, WE will pay the refund to YOU if YOUR purchase of this EXTENDED SERVICE CONTRACT was not financed. If YOU financed YOUR purchase of this EXTENDED SERVICE CONTRACT with a Lender, WE will issue a cancellation refund directly to that Lender unless YOU present to US written confirmation that YOU have paid the

Lender in full all sums due under the Finance Agreement and the Lender has discharged all liens it had in

respect to the Finance Agreement. YOU acknowledge that OUR payment of cancellation refund to a

Lender in respect to a Finance Agreement regarding the VEHICLE constitutes payment to YOU and YOU

have no claim against US in respect to such payment. In the event of repossession or total loss of the

VEHICLE, the LENDER may cancel this EXTENDED SERVICE CONTRACT. The provisions of this CONTRACT apply to all cancellation requests. No other rights or benefits under this EXTENDED SERVICE CONTRACT transfer to the LENDER. An EXTENDED SERVICE CONTRACT holder who obtains this EXTENDED SERVICE CONTRACT through a Transfer is not eligible to request or receive a

cancellation refund. SHOULD YOU OR WE CANCEL THIS EXTENDED SERVICE CONTRACT, THIS EXTENDED SERVICE CONTRACT SHALL TERMINATE IF WE ISSUE A REFUND TO YOU OR THE LENDER AND NO COVERAGE CAN BE REINSTATED FOR YOU.

F. To inquire about cancellation, contact US..

IX. MEDIATION AND ARBITRATION - No Suit or action may be brought against us unless there has been full compliance with all the terms of this Agreement. Any suit or action must be brought within one

year after the occurrence. In respect to any controversy or claim that may arise out of or relate to this

EXTENDED SERVICE CONTRACT in any manner, including but not limited to a breach of this EXTENDED SERVICE CONTRACT, the parties initially shall submit such controversy or claim to

mediation. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action. Any and all disputes,

claims and causes of action arising out of or connected with this Agreement (including but not limited to

whether a particular dispute is arbitrable hereunder) shall be resolved exclusively by the American Arbitration Association in the state of Nevada under its Commercial Mediation Rules. Controversies or

claims shall be submitted to arbitration regardless of the theory under which they arise, including without

limitation, contract, tort, common law, statutory, or regulatory duties or liability. Any and all claims, judgements and awards shall be limited to actual out-of-pockets costs incurred, a maximum of \$3500.00 per claim, but in no event shall attorneys fees be reimbursed or included. Under no circumstances, will you be permitted to obtain awards for, and you hereby waive all rights to claim indirect, punitive, incidental and consequential damages and any other damages, other than for actual

out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All

issues and questions concerning the construction, validity, interpretation and enforceable of this Agreement, shall be governed by and construed in accordance with, the laws of the State of Nevada

USA without giving effect to any choice of law or conflict of law rules (whether the State of Nevada, or

other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of

Nevada. If YOU intend to exercise your right to seek arbitration, YOU must give us notice of YOUR intent

to seek arbitration by delivering a written statement of the controversy or claim via certified mail to USA CAR PROTECT 442 5th Avenue # 1243 New York, NY 10018. If YOU have any questions regarding this EXTENDED SERVICE CONTRACT, please contact US at [info@usacarprotect.com](mailto:info@usacarprotect.com).

X. OBLIGATIONS - OUR obligations as the provider under this EXTENDED SERVICE CONTRACT are

backed by the full faith and credit of USA CAR PROTECT. If we fail to settle a claim presented to us by the purchaser of this program, you are entitled to a claim against us after sixty days of receiving

proof of loss or damage. We remind you that this Vehicle Service Program agreement is not a contract of

insurance or an insurance policy.

XI. TRANSFER OF EXTENDED SERVICE CONTRACT - The original retail EXTENDED SERVICE CONTRACT purchaser may transfer this EXTENDED SERVICE CONTRACT to an individual purchaser of the VEHICLE for the remainder of the original EXTENDED SERVICE CONTRACT. This EXTENDED SERVICE CONTRACT may not be transferred to a Dealer, wholesaler or business entity or to an individual purchaser who will use the VEHICLE for a COMMERCIAL USE OR PURPOSE at any time. To

transfer this EXTENDED SERVICE CONTRACT, YOU must request Transfer Form by emailing info@usacarprotect.com, complete OUR Transfer Form, submit that to US, and follow these procedures: (a) provide a complete copy of YOUR MAINTENANCE RECORDS to US; and (b) provide documentation that evidence change of ownership and a Odometer Reading of the actual miles the

VEHICLE has traveled, measured by a functioning unaltered odometer as of the date of transfer to US. A

TRANSFER IS SUBJECT TO THE FOLLOWING CONDITIONS: 1. This EXTENDED SERVICE

CONTRACT can only be transferred to a private owner, within 15 days of change of VEHICLE ownership.

For the Transfer to become effective, YOU also must transfer every remaining FACTORY or DEALER WARRANTY to the new owner of the VEHICLE. A transferee cannot cancel this EXTENDED SERVICE CONTRACT. 2. This EXTENDED SERVICE CONTRACT may be transferred to a different vehicle upon approval from USA CAR PROTECT. Additional fees may apply dependent on vehicle transfer. 3. If YOUR MAINTENANCE RECORDS are not available, WE may require inspection of the VEHICLE to assure that the VEHICLE has been properly maintained. If the inspection discloses abnormal conditions,

the transfer request may be denied. 4. A transferee may not transfer this EXTENDED SERVICE CONTRACT to subsequent purchasers of the VEHICLE. Upon transfer of the VEHICLE by a transferee to



a subsequent purchaser, the coverage under this EXTENDED SERVICE CONTRACT is no longer in force.

XII. SUBROGATION - In the event that WE pay any reimbursement or expense to YOU or for YOUR benefit in respect to services YOU obtained under the EXTENDED SERVICE CONTRACT, WE shall be subrogated to all of the rights, claims and interest which YOU may have against any person or legal entity

liable or responsible for the loss or incident in issue, to the extent of the amount paid or expense incurred

by US. YOU agree to execute any documents WE require YOU to sign and acknowledge that to avoid doing that would impair OUR rights. In respect to these benefits, YOU authorize US to sue, compromise,

or settle in OUR name or YOUR name, or otherwise, all such claims, and you hereby agree that WE shall

be fully substituted in your place and subrogated to all your rights or account thereof. YOU agree to pay

to US any amounts YOU recover that relate to benefits WE provided hereunder and agree that those amounts belong to us. What has been already paid by YOU at the time the sale was conducted includes

the required minimum down payment.