

1. DEFINITIONS:

“**Appliance(s)**” means the single Appliance, or single forced air central heating and cooling systems specifically listed on the front of this agreement.

“**Servicer**” means the Servicer you have selected, or the Servicer in the Company’s network.

“**Company**” means Complete Appliance Protection, Inc., 1532 NE 96th St., Suite A, Liberty, MO 64068, the administrator for the Complete Protection (CP) program.

“**You or Your**” means the applicant for this Service Plan who is also the owner of the listed Appliances for noncommercial use.

“**Parts, Repairs or Components**” means the mechanical or electrical Parts of those Appliances protected under this agreement.

“**Service Plan or Plan**” means the Plan You enrolled in under the Complete Protection (CP) program.

2. ADDITIONAL APPLIANCES:

If there is more than one of any given type of protected Appliance on the premises (for example, two refrigerators), an additional monthly fee is required to protect each additional Appliance. If the protected property has more than one heating/cooling system, and You fail to add it to Your Plan or specify a preference prior to enrollment, the Plan will protect the unit that heats/cool the kitchen by default.

3. TERM OF PLAN:

This Plan runs month-to-month and You or the Company may cancel this Plan at any time. The Company may also raise prices or change the terms and conditions of this Plan with notification to You at least one month prior to the month the Company wishes to make such changes.

4. REPAIRS WILL NOT BE PROVIDED IF YOUR ACCOUNT IS PAST DUE:

Payments are past due if not received prior to the first day of the month of protection.

5. SERVICE RESPONSE TIME:

Weather conditions and work load will govern Servicer response time. The Company has the sole discretion in determining what constitutes a valid emergency. In most cases, only furnace repairs which involve the potential for freezing pipes is an emergency.

6. WHAT THE PLAN COVERS

The Company will provide repair and maintenance service on Your Appliances to restore the Appliance to normal operating condition as a result of electrical or mechanical component failure. Any part necessary for the normal operation of Your Appliance that is contained within the sheet metal body of Your Appliance is protected by this Plan. There is a 30 day waiting period before You are eligible to receive Repairs on the Appliances under this Plan, or to receive routine maintenance on Your heating/cooling system. The Plan limits preventive maintenance calls to one every other year. You make a request for repair or maintenance by calling the Company toll-free at 1-800-978-2022. You will be given a unique authorization number for each Appliance each time work is needed. If protected, the Company shall pay the first \$1,000 of charges for any electrical wiring repair, inbound

pressurized water pipes or septic tank/lateral line repairs during a twelve month period.

7. WHAT THE PLAN DOES NOT COVER:

A. Abnormal or Unsafe Conditions: The Company reserves the right to refuse service if the first Servicer called to Your residence determines that one of the following conditions exist: Appliance is not located in the residence, Appliance is unserviceable, unsafe working conditions, does not meet installation codes, not in working order prior to the effective date, repair could cause an unsafe condition, it is not used for its designed purpose, damage caused by animals or humans, fraud/abuse of this Plan or the damaged Part is cosmetic and provides no functional value to the Appliance.

B. Situations Normally Covered By Your Homeowners Policy: The Company will not pay for repairs or damage caused by floods, fire, lightning, power surges, theft, power/water supply outages, natural disasters, acts of God, civil disobedience, war, or from secondary damage resulting from an Appliance failure.

C. Uneconomical: The Company may refuse to repair an Appliance if in its sole discretion believes it is uneconomical to make the repair or if the protected part is not repairable.

D. Discharge System: The Company will not pay for the repair of piping dealing with the discharge of water or waste materials. Only the pressurized inbound water pipes are protected.

E. Appliance of Final Use: The Company will not pay for the repair of Appliances located at the end, or in-between, the respective wiring or piping Systems. For example, sprinkler systems, water softeners, toilets, sink faucets, light fixtures, and ceiling fans are not protected. The fuse box is protected. Repairs to grass, sidewalks, sheet rock, floors, ceilings and other structural components are not part of this program.

F. Ductwork: Ductwork, and the corresponding humidifier and air filters located inside the ductwork, are not part of this program.

G. No Prior Authorization: The Company shall not pay charges for labor or Parts procured by You without prior authorization by the Company.

H. Missed Appointments: It is Your responsibility to make and keep appointments. You are responsible for any service fees charged by the Servicer if You fail to be present for appointments and will be billed for said fees by the Company.

8. SATISFACTION GUARANTEE:

If the Company decides not to repair an Appliance protected under this Plan as described in 7.C. above, the Company will reimburse You towards the replacement and installation of that Appliance with a new appliance based on the following schedule: \$150 for the thermostat, attic fan, trash compactor; \$250 for the microwave, washer, dryer, dishwasher, well tank, range, water heater or gas space heater; \$350 for the inside portion of A/C, well pump, septic pump; \$400 for the refrigerator, wine cooler or freezer; \$500 for the boiler, pool heater, pool pump, swamp cooler, furnace/air handler, or outside unit of A/C, \$850 for any packaged unit. Kitchen and laundry appliances protected under the High End Option will receive double reimbursement.

ADDENDUM REQUIRED BY THE STATE OF TEXAS.

NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATION CODE § 1303-304.

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 CONTRACT.

FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

This contract is issued pursuant to a license granted by the Texas Real Estate Commission, and complaints in connection with this contract may be directed to the Commission at P.O. Box 12188, Austin TX 78711, (512) 936-3049.

BUYERS SIGNATURE