

SurgeShield® Program Terms and Conditions

1. THE SURGESHIELD PROGRAM.

These Residential SurgeShield Program Terms and Conditions ("Terms") govern your enrollment in the SurgeShield program offered and administered by Home Warranty of the Midwest, Inc. doing business as Home Warranty (referred to hereafter as "We", "Our" or "Us"). Under the SurgeShield program, an independent electrician ("Contractor") will install a surge protection device ("Equipment") at your designated residential location's ("Site") main electrical service panel to provide you with surge protection. Upon notice to Us pursuant to Section 5, Electrician will replace the Equipment that is no longer operational and providing surge protection ("Maintenance"). The manufacturer of the Equipment ("Manufacturer") provides a limited pass-through warranty, attached hereto as Exhibit A, for the repair or replacement of certain appliances that are damaged by a power surge through the electric meter due to failure of the Equipment to properly perform ("Manufacturer's Warranty"). ALTHOUGH WE ARE THE ADMINISTRATOR OF THE MANUFACTURER'S WARRANTY, REIMBURSEMENT FOR THE COST OF REPAIR OR REPLACEMENT OF CERTAIN APPLIANCES THAT ARE DAMAGED BY A POWER SURGE THROUGH THE ELECTRICAL PANEL DUE TO FAILURE OF THE EQUIPMENT TO PROPERLY PERFORM IS SOLELY THE RESPONSIBILITY OF AND IS SOLELY WARRANTED BY THE MANUFACTURER PURSUANT TO THE LIMITED PASS-THROUGH MANUFACTURER'S WARRANTY AS SET FORTH IN EXHIBIT A. The installation of the Equipment ("Installation") together with Maintenance and the Manufacturer's Warranty are collectively referred to as the "Program". NEITHER THIS PROGRAM NOR THE MANUFACTURER'S WARRANTY IS A CONTRACT OF INSURANCE, AND THE MANUFACTURER'S WARRANTY IS ONLY APPLICABLE TO THE EXTENT OF DAMAGES CAUSED BY THE FAILURE OF THE EQUIPMENT TO PROPERLY PERFORM. We reserve the right to update and prospectively change these Terms of this Program from time to time by posting updated Terms at www.homewarrantyinc.com; provided however that We will not make any changes to the Terms that are material and adverse to you without prior written notice to you. You agree to the obligation to periodically review such location for authorized updates to these Terms. Continued participation in the Program after any such posted changes shall constitute your acknowledgment of and consent to such changes.

2. SITE ACCESS AND EXISTING CONDITIONS.

You agree to provide Us and the Contractor access to the Site for Equipment Installation and Maintenance, and for Equipment removal pursuant to Section 6. We have the right to suspend the Installation or Maintenance in the event that (a) there is inadequate access to the main electrical panel at the Site, or (b) the safety of any person or property may be jeopardized by continuing with the Installation or Maintenance. We will not be responsible for (a) identifying any hazardous conditions and/or illegal or improper construction, or (b) correcting any hazardous condition and/or non-compliant construction (i.e. construction contrary to applicable laws, codes, rules, and regulations).

3. MONTHLY PROGRAM FEE AND TERM.

Commencing upon Installation, you agree to pay Us the agreed upon monthly Program fee by allowing Us to charge your credit card, automatically debit your deposit account via ACH, or (if applicable) add to your existing home warranty plan payment. Your enrollment in the Program will be effective until termination pursuant to Section 7.

4. WARRANTY.

We warrant that Installation and Maintenance will be performed in accordance with industry standards and that the Contractor will promptly reperform Installation

or Maintenance that fails to meet these standards upon notice to Us pursuant to Section 5. HOME WARRANTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, AND DOES NOT WARRANT THAT THE EQUIPMENT WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT SURGE PROTECTION WILL BE UNINTERRUPTED.

5. CUSTOMER SUPPORT.

You must contact Us at (877) 977-4949 to report damaged or nonperforming Equipment. Warranty claims against the Manufacturer's Warranty must be submitted pursuant to Exhibit A.

6. OWNERSHIP.

We retain all ownership of the Equipment and reserve the right to remove the Equipment without notice at any time on or after termination of your enrollment in the Program pursuant to Section 7.

7. TERMINATION.

a. Termination By Home Warranty. Upon notice to you in any reasonable form, We may terminate your enrollment in the Program in the event (a) We determine, in Our sole discretion, that the Equipment cannot be installed at the Site for any reason, including technical or safety issues, (b) if any regulatory agency promulgates any rule or order which adversely affects Our ability to provide the Program under these Terms, (c) you breach any term or condition contained herein, including without limitation, your obligation to make agreed upon monthly payments for the Program or (d) We, for Our convenience and at Our sole discretion, make a commercial decision to (i) generally discontinue the Program, or (ii) to discontinue your specific enrollment in the Program hereunder.

Cancellations due to lack of payment in years 1-4 will incur removal and shipping charges or a \$300 charge if the surge protection device is not returned to Home Warranty. Cancellations due to lack of payment after year 5 will not incur cancellation charges, and the return of the device is not required. However, if you wish to remain on the SurgeShield Plan all payments must be made current. NO CLAIMS WILL BE PAID ON DELINQUENT ACCOUNTS.

b. Termination By You. You may cancel your enrollment in the Program at anytime upon thirty (30) days' written notice to Us. **You are responsible for any fees associated with device uninstall and shipping the device back to Us. Please contact Us for device return instructions.** If you provide Us a written request for refund within seven (7) days of the Installation, you will receive a full refund of any previously paid monthly Program fee. We will process such refund request within 30 days of its receipt of the refund request.

Service transfer is available upon request.

You are responsible for any fees associated with device uninstall and shipping the device back to Us. We will provide You device return instructions.

8. AUTHORITY.

You represent and warrant to Us that (a) you are the owner of the Site, and (b) you have the authority to enter into and bind you to these Terms.

9. LIMITATION OF LIABILITY.

IN NO EVENT WILL HOME WARRANTY BE LIABLE TO YOU OR ANY OTHER PERSON FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COST OF SUBSTITUTE OR RENTAL EQUIPMENT, DOWNTIME, PERSONAL INJURY OR DAMAGE TO PROPERTY) EVEN IF WE OR OUR CONTRACTORS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing will apply to the fullest extent allowed by law irrespective of whether liability is claimed, or found to be based in contract, tort or otherwise (including negligence, warranty or strict liability).

10. DISCLAIMER AND RELEASE.

The Program is offered and provided by Home Warranty. BY ENROLLING IN THE PROGRAM: (I) YOU ACKNOWLEDGE THAT WE, OUR AFFILIATES AND/OR SUBSIDIARIES (OTHER THAN US), DO NOT HAVE ANY OBLIGATION OR RESPONSIBILITY FOR THE PROGRAM, AND ARE NOT RESPONSIBLE FOR ANY CLAIMS OR DISPUTES RELATING THERETO, NOR DO THEY PROVIDE ANY TYPE OF GUARANTEE, WARRANTY, PROMISE OR COVENANT, EITHER EXPRESS OR IMPLIED, AS TO THE PROGRAM; AND (II) YOU AGREE TO RELEASE US, AND ALL OF OUR AFFILIATES AND/OR SUBSIDIARIES (OTHER THAN HOME WARRANTY) FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, OR LIABILITIES IN CONNECTION WITH THE PROGRAM.

11. FORCE MAJEURE.

We will not be responsible to you in an event or circumstance that is not reasonably foreseeable, or that is beyond the reasonable control of and is not caused by Us. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), hurricanes, tropical storms, tornadoes, severe wind, electrical storm, other acts of God, war, riot, insurrection, blockades, embargoes, sabotage, epidemics, explosions, floods, strikes, lockouts, supply shortages or other labor disputes or difficulties. For the avoidance of doubt, this Section does not affect the scope of the Manufacturer's Warranty that is governed solely by Exhibit A.

12. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL; WAIVER OF CLASS ACTION.

Agreement is subject to state and local sales taxes where applicable. We reserve the right to change/amend plan prices, coverage, or Agreement terms without notice. Customer agrees to settle all disputes associated with this Agreement exclusively through final and binding arbitration, unless the laws of the state where the Covered Property is located requires otherwise, on an individual basis only, and not in any form of class, collective, or private attorney general representative proceeding ("Class Action Waiver"). This binding arbitration provision does not prevent the filing of a complaint with a governmental administrative agency to the extent such complaints are permitted notwithstanding an agreement to arbitrate. This Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Iowa, **unless the laws of the state where the Covered Property is located requires otherwise.** Purchase of this warranty may result in Us paying a fee or commission to the agent or sales associate who obtained the sale. Obligations of the provider under this Agreement are backed by the full faith and credit of the provider.

13. ASSIGNMENT.

We may, at Our sole and unrestricted discretion assign, delegate, transfer, subcontract or otherwise dispose of Our obligations hereunder to an affiliate or subsidiary, or other third party without notice to you. However, you will not assign, delegate or otherwise dispose of your rights or obligations hereunder without Our written consent.

14. ENTIRE TERMS.

These Terms are the entire understanding between you and Home Warranty and supersede all prior agreements, representations and communications regarding this subject matter.

15. MISCELLANEOUS

This Home Protection Plan ("Agreement") is between the provider, Home Warranty of the Midwest, Inc., P.O. Box 1, Rock Rapids, IA, 51246, (877) 977-4949 ("We", "Us", and "Our") and the purchaser ("You" and "Your").

The Welcome Letter sent to You upon enrollment is incorporated into these terms and conditions.

STATE-SPECIFIC AMENDMENTS

Alabama and Indiana residents: Our obligations under this Agreement are backed by reimbursement insurance policy issued by Chubb Group of Insurance Companies, 202B Hall's Mill Road, Whitehouse Station, NJ 08889, (800) 699-9916. If We have not paid a claim or provided service within 60 days of Your request being made, including refunds, You are entitled to make a claim directly with the insurer.

Colorado residents: This Agreement may be covered by the Colorado Consumer Protection Act and/or the Unfair Practices Act, Article 1 of Title 6 of the Col. Rev. Stat. You may have a right to civil action under those laws, including obtaining the recourse or penalties specified in those laws. Repairs will begin within 48 hours after We return Your call or as otherwise agreed.

Georgia residents: No claims paid will be deducted from any refund owed. We may not cancel this Agreement for any reason other than nonpayment of the purchase price by You, fraud, or misrepresentation by You. This Agreement is backed by a surety issued by Travelers Casualty and Surety Company of America, 1 Tower Square, 2MS, Hartford, CT 06183. You have the right to make a direct claim to Travelers Casualty and Surety Company of America in the event that We do not pay a claim or provide a refund within 60 days after You have filed the proof of loss.

Illinois residents: A cancellation fee of the lesser of \$50 or 10% of the purchase price of the Agreement will be assessed on any cancellation.

Iowa residents: The issuer of this Agreement is subject to regulation by the Insurance Division of the Department of Commerce of the State of Iowa, Commissioner: Doug Ommen, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. Complaints that are not settled by the issuer may be sent to the Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. **The time period for payment of a full refund before a penalty is assessed is amended from 45 days to 30 days.**

Kentucky residents: The maker maintains a performance bond in accordance with the regulations as set forth by the Commonwealth of Kentucky. The holder of the Agreement shall be entitled to make a direct claim against the insurer upon the failure of the maker to pay any claim within 60 days after the claim has been filed with the maker: Travelers Casualty and Surety Company of America, 1 Tower Square, 2MS, Hartford, CT 06183.

Michigan residents: If performance of the Agreement is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

Minnesota residents: In the event of Our cancellation of this Agreement due to Your nonpayment of the purchase price or material misrepresentation, We will provide only 5 days' notice of cancellation.

New Mexico residents: The time period for payment of a full refund before a penalty is assessed is amended from 45 days to 60 days. We may not cancel this Agreement

once it has been in effect for 70 days except for (1) Your failure to pay an amount when due; (2) Your conviction for a crime that results in an increase in the service required under the Agreement; (3) discovery of fraud or material misrepresentation by You in obtaining this Agreement or in making a claim; or (4) discovery of either of the following if it occurred after the effective date of the Agreement and substantially and materially increased the service required under the Agreement: (a) an act or omission by the holder; or (b) a violation by the holder of any condition of the Agreement.

North Carolina residents: We may only cancel this Agreement for Your nonpayment or for a direct violation of this Agreement by You.

Oklahoma residents: In Oklahoma, We are operating under First Home Warranty of the Midwest (Oklahoma ID #503353503).

South Carolina residents: In the event of a dispute with the provider of this Agreement, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main St., Ste. 1000, Columbia, SC 29201 or (800) 768-3467.

TEXAS RESIDENTS: Service under this Agreement will be initiated within 48 hours of a requires for service being made. We may not cancel this Agreement for any reason other than nonpayment of the purchase price by You, fraud, or misrepresentation by You, or if the Agreement is contingent on an interest in real property not being sold.

This Agreement is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this Agreement or company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 78711-2188, (512)936-3049. The purchase of a residential service contract or home warranty contract is optional and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct 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 OR THE ATTORNEY OF YOUR CHOICE.

Signature: _____

Agreement Number: _____

(We will provide)

NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304.

Utah residents: Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. In the event of a dispute with the provider of this Agreement, you may contact the Utah Department of Insurance at 350 N. State St. State Office Building Rm. 3110, Salt Lake City, UT 84114 or (800)439-3805.

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

This Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Utah.

Wisconsin residents: THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. A cancellation fee of the lesser of \$50 or 10% of the purchase price of the Agreement will be assessed on cancellations by Us.

Exhibit A

SURGESHIELD RESIDENTIAL TEN-YEAR EXTENDED SURGE SUPPRESSOR 'LIMITED' WARRANTY

[This is not an insurance program.]

A. WHAT DOES THIS WARRANTY COVER?

Subject to the exclusions of Section D and the requirements of Section C, Manufacturer (as defined in Section G below) hereby provides an extended limited warranty to SurgeShield customers of Home Warranty of the Midwest, Inc. doing business as Home Warranty (We, Our or Us) with respect to the electrical panel-based surge protective device ("SPD") that Manufacturer manufactures for Us that covers physical damage to covered appliances as set forth below, caused by a Power Surge that travels through the SPD. The term Power Surge is fully defined within IEEE Standard C62.41 and is summarized as "a subcycle overvoltage with a duration of less than a half-cycle of the normal voltage waveform".¹ A Power Surge, or non-continuous spike or disturbance in the electric circuit, may be caused by natural or man-made events including but not limited to lightning strikes, power returning after an outage or scheduled maintenance, or wildlife interfering with power lines.

Covered appliances (located within the residence or within four (4) feet of the residence) includes only residential-grade furnaces, heat pumps, central air conditioners, clothes washers and dryers, refrigerators, freezers, wine coolers, dishwashers, garbage disposals, ovens, stoves, stove hoods, microwaves, hot water heaters, garage door openers, and ceiling fans. Covered appliances do not include anything not specifically listed above, including those items and damages expressly excluded in Section D.

B. HOW LONG DOES THE COVERAGE LAST?

This extended limited warranty is valid fifteen (15) years starting from the date that the SPD is manufactured by Manufacturer ("Warranty Period"). If you have questions as to the date of manufacture, please contact Manufacturer or Home Warranty for further information. See Section G below for determining the applicable Manufacturer of the SPD and the Manufacturer contact information at the end of this document.

C. WHAT WILL MANUFACTURER DO?

If it is determined, at the Manufacturer's sole discretion, that a Power Surge passed through the SPD and caused physical damage to covered appliances as defined above, MANUFACTURER, AT ITS SOLE DISCRETION, WILL EITHER REIMBURSE CUSTOMER THE FAIR MARKET VALUE OF THE DAMAGED EQUIPMENT IMMEDIATELY PRECEDING THE FAILURE, REIMBURSE CUSTOMER FOR REASONABLY INCURRED REPAIRS, OR PAY

CUSTOMER THE COST OF REASONABLE ESTIMATED REPAIRS, provided however that (i) customer must have followed proper claim procedures as described in Section E, "How To Get Service?", (ii) the SPD must show an indication of activation and the fuse wire(s) have disconnected, and (iii) the SPD must have failed to perform its function according to the Manufacturer's published SPD specifications. Manufacturer's liability will not exceed \$5,000, with a maximum recovery of \$250 for any electronic circuitry contained within, to any one (1) specific covered appliance, per occurrence, with a maximum of \$10,000 in the aggregate over the life of this warranty. Upon evaluation, you will be notified of the status of your claim.

D. WHAT DOES THIS WARRANTY NOT COVER?

This extended limited warranty does not cover any SPD where Manufacturer's nameplate or Our SurgeShield nameplate has been deliberately tampered with or removed. This warranty shall not apply to any damage caused by repair of the SPD not performed by an authorized Manufacturer's service center. For the avoidance of doubt, this warranty excludes (a) bodily injury to persons, (b) damages resulting from operation of the SPD under conditions exceeding Manufacturer's published SPD specifications, such as surges beyond its capability, continuous steady over-voltages, voltage sags (commonly known as brownouts), under-voltages and open neutrals, as a result of power delivery system damage or flaws, (c) damages to wiring, electrical outlets, breaker panels, and meter sockets, (d) detached buildings, stand-alone buildings or buildings attached via breezeway or other such structures, (e) generators and damages caused by a SurgeShield customer's on-site backup generator, (f) elevators and elevator equipment, (g) electric cars or supplemental equipment associated with electric cars, (h) solar equipment, (i) any damages other than physical damage to covered appliances. (j) stand-alone "electronic equipment" using microchip or transistor technology, such as but not limited to, computers, stereos, televisions, DVD players, and security systems, or (k) medical or life support equipment. Under no circumstances, will Manufacturer guarantee performance for a direct lightning strike not carried down the utility power lines or passing through the transformer and then the SPD.

MANUFACTURER SHALL ONLY BE LIABLE TO PAY THOSE DAMAGES INCURRED WHICH ARE COVERED UNDER THIS WARRANTY AND FOR WHICH A CUSTOMER HAS NOT RECOVERED OR DOES NOT INTEND TO RECOVER FROM A THIRD PARTY OR INSURANCE CARRIER. In no event shall a customer be entitled to a "double recovery". Any and all possible subrogation claims which may be made by a homeowner's

insurance company are hereby waived. Homeowner expressly acknowledges this provision and intends for its insurance company to be bound by this subrogation prohibition. **MANUFACTURER DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED.**

E. HOW TO GET SERVICE?

Damaged Covered Appliance Claims Procedure:

A claim form, available at www.homewarrantyinc.com or by calling Us at (877)977-4949, must be submitted by customer to Us within thirty (30) calendar days of discovery of the damaged equipment. Failure to timely submit a claim will result in the claim being permanently denied. Incomplete claims will be permanently denied if the missing information is not submitted to Us within thirty (30) calendar days of Our notification of incomplete information. Manufacturer or an authorized representative of Manufacturer reserves the right to inspect the damaged parts of the covered appliances, as well as the installation location. Damaged parts must remain available for inspection until the claim is finalized. Manufacturer shall be the sole judge of failure of the SPD.

F. HOW CAN I APPEAL A CLAIMS DECISION?

If a customer is not satisfied with a claims decision made by Home Warranty as administrator of the Manufacturer's warranty, the customer may request reconsideration by contacting Us at (877)977-4949.

G. WHO ARE THE ADMINISTRATOR AND MANUFACTURER?

SurgeShield is offered and provided by Home Warranty. We can be reached at PO Box 1, Rock Rapids, IA 51426 or by phone at (877)977-4949.

The manufacturer and/or supplier of the SPD is Kenick, Inc., located at 1025 1st Ave. North, St. Petersburg, FL 33705. The SPD will display a green label indicating that Kenick, Inc. is the Manufacturer. Kenick, Inc. is responsible for this warranty, which is administered by Us.

H. HOW DOES STATE LAW APPLY?

These are the sole warranties made by Manufacturer with respect to the Product. No other express or implied warranties are given. Also, other than provided for above, direct, indirect, consequential and incidental damages are not recoverable under this warranty. THIS WARRANTY COMPLIES WITH THE MAGNUSSON-MOSS ACT.

¹ Reference www.nemasurge.org/history for additional information on surges.

SurgeShield® Plus Service Warranty Terms and Conditions

These Electronics Surge Protection Service Warranty Terms and Conditions ("Terms") shall govern Your purchase of the Electronics Surge Protection Service Warranty Plan ("Plan") from the Obligor for Your Covered Property located at Your Residential Address. This Plan is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Plan should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.

1. DEFINITIONS.

1.1 Administrator means Home Warranty of the Midwest, Inc. doing business as Home Warranty (We, Our or Us), with offices located at 303 S. Second Ave., Rock Rapids, IA 51246.

1.2 Aggregate Annual Claim Limit means the maximum that the Obligor will pay You for aggregate losses for all Claims from You received within a twelve-month (12) period from the Effective Date and every twelve-month period thereafter pursuant to these Terms and in accordance with Exhibit A.

1.3 Claim means Your request for payment, pursuant to these Terms, for Failure of Covered Property caused by a Power Surge.

1.4 Coverage Limit means the maximum that the Obligor will pay You for any one Claim and Power Surge event.

1.5 Covered Property means the categories of products set forth in Exhibit A that are owned by a household member, and that are located at Your Residential Address set forth in Exhibit A, subject to the exclusions of Section 2.2 below.

1.6 Effective Date means the effective date of the coverage under the Plan as set forth in Exhibit A.

1.7 Exhibit A means the Exhibit A (Coverage Summary) attached hereto.

1.8 Failure means that Covered Property becomes inoperable and unable to perform its designed function.

1.9 Obligor means Home Warranty of the Midwest, Inc., PO Box 1, Rock Rapids, IA 51246.

1.10 Obligor Entities means Obligor, Underwriter, its parent, their affiliates, subsidiaries and their respective officers, directors, employees, contractors and assigns.

1.11 Plan Fee means the monthly fee for the Plan set forth in Exhibit A.

1.12 Power Surge means an occurrence of a sudden and non-continuous increase or burst of electricity or electrical current, caused by natural or man-made events including lightning strikes, power returning after an outage, and wildlife interfering with power lines.

1.13 Replacement Value means the cost (excluding all applicable transactional taxes and deliveries and/or shipping costs), at the time of the Claim, to purchase property of like kind and quality and of comparable performance to the applicable Covered Property.

1.14 Residence means Your residence used solely for residential purposes.

1.15 Residential Address means the designated location of Your Residence, as set forth in Exhibit A.

1.16 Technician means a licensed and insured individual and/or entity in the particular trade that is qualified to assess the damage to the Covered Property caused by a Power Surge.

1.17 Underwriter means the insurance company responsible for the Obligor's obligations under this Plan in the event of default by the Obligor.

1.18 You or Your means the account name of record for the Residence and who is the purchaser of the Plan.

2. SCOPE OF PLAN.

2.1 Plan Coverage. In consideration of payment of the monthly Plan Fee and subject to the Terms, the Plan provides for reimbursement, by the Obligor, either itself or through its Underwriter, of the repair of the Covered Property, or if not repairable in accordance with Section 3.1, the Replacement Value of the Covered Property, in the event that Your Covered Property is subject to a Power Surge that results in a Failure of the Covered Property, plus reasonable Technician costs or fees associated with the evaluation or determination of the cause of Failure (Technician diagnostic fee, trip charge, etc.). If a like kind or quality product is unavailable, at the Obligor's discretion, You may receive the Replacement Value of a product that is the most comparable replacement of the Covered Property. In no event will the reimbursement by the Obligor, either itself or through its Underwriter, of the Replacement Value of the Covered Property exceed the original purchase price of the Covered Property (excluding all applicable transactional taxes and delivery and/or shipping costs). In some states, the Plan Fees charged for the Plan are subject to regulation by the Department of Insurance. Neither the Administrator nor the Obligor shall have an obligation to pay a Claim if You are in default of Your obligations to make payment of the monthly Plan Fee.

2.2 Property Not Covered. The Plan does not cover the following:

a. Failure of Covered Property prior to the Effective Date;

b. Damage to any property not specifically named as Covered Property in Exhibit A, including but not limited to medical or life support equipment, antiques, any motor driven appliances, plumbing, heating system, cooling or air conditioning system;

c. Failure of Covered Property due to any cause other than a Power Surge, including but not limited to Failure resulting caused by normal wear and tear, accident, abuse, misuse, unauthorized product modifications or alterations, failure to follow the manufacturer's instructions, vandalism, Acts of God (such as fire, windstorm, flood, hurricane or other similar acts) other than lightning, continuous steady over-voltages as a result of power delivery system damage or flaws, or a caused by an on-site backup generator;

d. Damage to any property not owned by a household member or located at the Residential Address at the time of loss;

e. Any property that is not used for residential purposes, including but not limited to property located in a dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, a group home (5 or more unrelated individuals cohabiting in same household) or fraternity-type house, "bed and breakfast", church or school, and property that is used commercially.

f. Failure of Covered Property not reported in a Claim within thirty (30) days of the date of the applicable Power Surge.

g. Any losses, costs of fees not directly related to the Replacement Value of the Covered Property, including but not limited to loss or corruption of data and/or the restoration of software and operating systems associated with any Covered Property, any

costs associated with upgrades, components, parts, or equipment required due to the incompatibility of any existing equipment with the replacement system, service line or component, or part thereof, any costs associated with construction, carpentry, or other modifications made necessary by the existing equipment or installing different equipment or as necessary to comply with federal, state, and local law, code, regulation, or ordinance, and any fees or costs associated with the removal, installation or re-installation, and/or disposal of (1) old and/or replacement systems, (2) service lines and/or (3) components, and any fees or any costs related to disposal fees arising from hazardous or toxic material, or asbestos.

h. Covered Property and or any components that do not meet industry standards; and

i. Failure of Covered Property that is covered by any insurance policy or other warranty or service warranty.

2.3 Administration. The obligations of the Administrator under the Plan shall be limited to the collection and processing of monthly Plan Fees and cancellations, the processing of Claims, the distribution of Claim payments on behalf of the Obligor, either itself or through its Underwriter, and termination of participation in the Plan. BY ENROLLING IN THE PLAN, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL ADMINISTRATOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES RESULTING FROM THE OBLIGOR'S OR THE OBLIGOR'S NON-PAYMENT OF ANY CLAIM.

3. FILING A CLAIM.

3.1 Claims Process. The following describes the Claims process that must be followed in order to seek reimbursement for the repair, or if not repairable, for Replacement Value of Your Covered Property, in the event of a Failure of Your Covered Property caused by a Power Surge:

a. You must obtain a Claim form by either contacting the Administrator or downloading a Claim form from Administrator's web site.

b. The Claim form must be completed in full and returned to the Administrator within thirty (30) days from the date that You discovered a Failure to Covered Property caused by a Power Surge.

c. Your Claim form must include a copy of Your invoice from the Technician that satisfies the requirements of Section 3.1.d below.

d. The invoice from the Technician must (i) be on business letterhead including name, address and telephone number of the qualified Technician (ii) must include a complete description of Covered Property, (iii) the cost of the repair of the Covered Property, or a statement that such Covered Property is not repairable, and (iv) a statement that the damage to the Covered Property was caused by a Power Surge, provided however that if such a statement is not included in the invoice, Administrator may also determine in its sole discretion, based upon the internal business records of the Administrator, whether there has been a Power Surge at Your Residence that caused the Failure.

e. If the Covered Property is not repairable, You must also submit a receipt for, or documentation reasonably establishing the Replacement Value.

3.2 Qualified Technician. The Obligor, Administrator and Underwriter reserve the right in all cases to determine,

in their reasonable discretion, if a particular Technician is qualified. In order to obtain customer service related to any Claim, Administrator may be contacted at (877)977-4949 from 8am–5pm, Monday–Friday or send correspondence to P.O. Box 1, Rock Rapids, IA 51246.

4. WARRANTY.

The Obligor, Administrator and Underwriter warrant that their obligations under these Terms will be performed in a professional and workmanlike manner. NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY.

5. TRANSFERABILITY.

This Plan is transferable to Your new residence if You relocate from Your Residential Address and if such new address is within Our service territory. This Plan may not be transferred to any other person or entity. If You change residence, You must notify Administrator by calling toll-free at (877)977-4949, within thirty (30) days.

6. LIMITATIONS OF LIABILITY.

6.1 Waiver of Non-Direct Damages. IN NO EVENT SHALL THE OBLIGOR ENTITIES OR ADMINISTRATOR OR ITS AFFILIATES (COLLECTIVELY, "PLAN ENTITIES") BELIEVABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS OR REVENUE, LOST BUSINESS, LOSS OF USE OF THE COVERED PROPERTY OR ANY CONNECTED OR ASSOCIATED EQUIPMENT OR SOFTWARE, LOSS OR DAMAGE, COST OF CAPITAL, COST OF SUBSTITUTE OR RENTAL EQUIPMENT, SERVICE OR SOFTWARE, DOWNTIME, THE CLAIMS OF THIRD PARTIES, AND INJURY OR DAMAGE TO NON-COVERED PROPERTY) EVEN IF PLAN ENTITIES OR ITS CONTRACTORS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW IRRESPECTIVE OF WHETHER LIABILITY IS CLAIMED, OR FOUND TO BE BASED IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE, WARRANTY OR STRICT LIABILITY).

6.2 Maximum Liability. The total liability of the Obligor Entities to You or any third party, for any and all claims arising from or related in any way to the Plan (whether in contract, tort, strict liability, or otherwise) is limited (1) per Claim to the Coverage Limit set forth in Exhibit A, and (2) in the aggregate during any twelve (12) month period from the Effective Date pursuant to these Terms and in accordance with the Aggregate Annual Claim Limit set forth in Exhibit A.

7. DISCLAIMER AND RELEASE.

The Obligor, Administrator and Underwriter are solely responsible for issuing, providing, and administering the Plan, respectively. BY ENROLLING IN THE PLAN: (I) YOU ACKNOWLEDGE THAT HOME WARRANTY'S AFFILIATES AND/OR SUBSIDIARIES (OTHER THAN ADMINISTRATOR), DO NOT HAVE ANY OBLIGATION OR RESPONSIBILITY FOR THE PLAN, AND ARE NOT RESPONSIBLE FOR ANY CLAIMS OR DISPUTES RELATING THERETO, NOR DO THEY PROVIDE ANY TYPE OF GUARANTEE, WARRANTY, PROMISE OR

COVENANT, EITHER EXPRESS OR IMPLIED, AS TO THE PLAN; AND (II) YOU AGREE TO RELEASE ALL OF HOME WARRANTY'S AFFILIATES AND/OR SUBSIDIARIES (OTHER THAN ADMINISTRATOR) FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, OR LIABILITIES IN CONNECTION WITH THE PLAN.

8. FORCE MAJEURE.

The Obligor, Administrator and Underwriter shall not be responsible to You in an event or circumstance that is not reasonably foreseeable, or that are beyond the reasonable control of and not caused by the Obligor, Administrator or Underwriter. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), hurricanes, tropical storms, tornadoes, severe wind, or electrical storm, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions, floods, strikes, lockouts, supply shortages or other labor disputes or difficulties.

9. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL, WAIVER OF CLASS ACTION.

Agreement is subject to state and local sales taxes where applicable. We reserve the right to change/amend plan prices, coverage, or Agreement terms without notice. Customer agrees to settle all disputes associated with this Agreement exclusively through final and binding arbitration, unless the laws of the state where the Covered Property is located requires otherwise, on an individual basis only, and not in any form of class, collective, or private attorney general representative proceeding ("Class Action Waiver"). This binding arbitration provision does not prevent the filing of a complaint with a governmental administrative agency to the extent such complaints are permitted notwithstanding an agreement to arbitrate. This Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Iowa, unless the laws of the state where the Covered Property is located requires otherwise. Purchase of this warranty may result in Us paying a fee or commission to the agent or sales associate who obtained the sale. Obligations of the provider under this Agreement are backed by the full faith and credit of the provider.

10. ASSIGNMENT.

The Obligor, Administrator or Underwriter may, in their sole and unrestricted discretion assign, delegate, transfer, subcontract or otherwise dispose of its obligations hereunder to an affiliate or subsidiary, or other third party without notice to you. However, You shall not assign, delegate or otherwise dispose of Your obligations hereunder without the written consent of the Obligor, Administrator or Underwriter. Any such assignment in violation of this Section shall be null and void.

11. TERM, TERMINATION, RENEWAL AND REFUNDS.

11.1 Term. Coverage under this Plan begins on the Effective Date and will continue on a month to month basis until terminated pursuant to this Section.

11.2 Termination. Upon notice to You in any reasonable form, the Obligor, Administrator or Underwriter may terminate Your Plan in the event that (a) any regulatory agency promulgates any rule or order which in effect or application substantially impedes the Obligor, Administrator or Underwriter from fulfilling its obligations hereunder, or materially and adversely affects the ability of the Obligor, Administrator or Underwriter to provide the Plan under these Terms, (b) You breach any term or condition contained herein, including without limitation, Your obligation to make payment of the monthly Plan

Fee as agreed, or for fraud or material misrepresentation by you, or (c) the Obligor, Administrator or Underwriter, for its convenience and in its sole discretion, makes a commercial decision to (i) generally discontinue the Plan, or (ii) to discontinue Your specific participation in the Plan. You may terminate Your Plan at any time upon thirty (30) days written notice to Administrator. You are responsible for any fees associated with device uninstall and shipping the device back to Us. Please contact Us for device return instructions.

11.3 Renewal. This Plan automatically renews on a month-to-month basis unless terminated by you, the Obligor, Administrator or Underwriter in accordance with Section 12.2. The Obligor, Administrator or Underwriter reserves the right to change, at any time, the Plan Fees and/or coverage. However, You will be notified of any such change(s), not less than forty-five (45) days prior to any renewal term; provided however that if You are paying non-discounted Plan Fees and add another Home Warranty product that qualifies You for discounted Plan Fees, then Your Plan Fees may be immediately decreased by Us without notice.

11.4 Refunds. You will receive a full refund of any Plan Fee(s) if You provide Administrator a written request for refund within seven (7) days of the Effective Date and You have not filed a Claim pursuant to Section 3. The Administrator will process refunds within thirty (30) days. In the event that You terminate Your participation in the Plan pursuant to Section 12.2, the Administrator will process Your notice of termination within thirty (30) days of receipt and no refunds shall be due to you.

12. AUTHORITY.

You represent to the Obligor, Administrator and Underwriter that You have the authority to enter into and bind You to these Terms, and that You shall bear all costs attributable thereto, and You shall, at Your own expense, defend, indemnify and hold the Obligor, Administrator and Underwriter harmless from and against all liability, loss or damage (including attorneys' fees) assessed against, suffered or incurred by the Obligor, Administrator or Underwriter as a result of an allegation or claim that You did not have such authority.

13. ENTIRE AGREEMENT.

These Terms and Exhibit A are the entire understanding between the parties, and supersedes all prior agreements, representations and communications regarding this subject matter. The headings in these Terms are provided for convenience of reference only and shall not affect the construction of the text of these Terms. The Obligor, Administrator or Underwriter may amend these Terms from time to time, but such modifications shall only be effective upon written notice to you.

14. MISCELLANEOUS

This Home Protection Plan ("Agreement") is between the provider, Home Warranty of the Midwest, Inc., P.O. Box 1, Rock Rapids, IA, 51246, (877) 977-4949 ("We", "Us", and "Our") and the purchaser ("You" and "Your").

The Welcome Letter sent to You upon enrollment is incorporated into these terms and conditions.

**Exhibit A
SURGESHIELD PLUS
SERVICE WARRANTY AGREEMENT**

COVERAGE SUMMARY		
PLAN:	EFFECTIVE DATE:	PLAN FEE: \$12 / MONTH
COVERAGE LIMIT: \$5,000	AGGREGATE ANNUAL CLAIM LIMIT: \$10,000	
PLAN PURCHASER ("You or Your"):		
RESIDENTIAL ADDRESS:		

COVERED PRODUCTS	
TELEVISIONS	TABLETS & NETBOOKS
GAMING SYSTEMS	LAPTOP COMPUTERS
VIDEO SURVEILLANCE / ALARM MONITORING SYSTEMS	DVD / DVR / BLU-RAY & STREAMING MEDIA PLAYERS
DESKTOP COMPUTERS	KEYBOARDS/ MICE
STORAGE DEVICES	AUDIO TUNERS / RECEIVERS / AMPLIFIERS
HOME THEATER SOUND SYSTEMS (SPEAKERS, SOUND BARS)	PRINTERS
DIGITAL CAMERAS	NETWORKING & WIRELESS DEVICES
MONITORS	PROJECTORS
LED LIGHT BULBS	