

LENSCRAFTERS+ RETAIL INSTALLMENT CONTRACT TERMS

PLEASE READ THIS LENS CRAFTERS+ INSTALLMENT AGREEMENT (THE “AGREEMENT”) CAREFULLY.

BY SIGNING UP FOR THE LENS CRAFTERS+ RETAIL INSTALLMENT PROGRAM (THE “PROGRAM”), YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND YOU ACKNOWLEDGE THE PERSONAL INFORMATION COLLECTED IN CONNECTION WITH THIS PROGRAM WILL BE PROCESSED IN ACCORDANCE WITH THE [LENSCRAFTERS+ PRIVACY POLICY](https://www.lenscrafters.com/lc-us/privacy-policy) (available at <https://www.lenscrafters.com/lc-us/privacy-policy>). THE HEADINGS CONTAINED IN THIS AGREEMENT ARE FOR REFERENCE PURPOSES ONLY. YOU SHOULD PRINT OR REQUEST A HARD COPY OF THIS AGREEMENT FOR YOUR RECORDS.

Use of the words “you” and “your” throughout this Agreement refer to the borrower listed, and the words “we,” “us,” “our,” and “LensCrafters” refer to the Luxottica of America Inc. whose registered office is at 4000 Luxottica Place, Mason OH 45040, doing business as ‘LensCrafters’, or its assignees. As a condition of the disbursement of proceeds hereunder you agree to make an initial payment equal to a portion of the final purchase amount confirmed by LensCrafters which shall be due on the Purchase Date described below.

The Agreement governs your repayment to us in connection with you acquiring certain merchandise that you have selected from LensCrafters. **You agree and promise to pay the sum of your initial payment and other payment amounts under this Agreement on the dates and according to the due dates described herein and as stated in your online LensCrafters+ account (inclusive of all taxes and fees), plus all other charges accruing under this Agreement until paid in full.**

THERE ARE NO INTEREST PAYMENTS ASSOCIATED WITH ELIGIBLE PRODUCTS PURCHASED UNDER THIS AGREEMENT. The issuer of your payment methods may charge interest or other charges in accordance with the terms and conditions of the agreement between you and your payment method issuer.

Finance charges vary depending on the eligible Product(s) you purchase.

NOTWITHSTANDING DELIVERY OF THE PRODUCT(S) TO YOU, WE SHALL RETAIN LEGAL TITLE TO THE PRODUCT(S) UNTIL ALL AMOUNTS OWED UNDER THIS AGREEMENT HAVE BEEN PAID IN FULL BY YOU.

You further agree to the Installment Payments and other Program cost disclosures as stated on your Cover Sheet, which is attached hereto and incorporated herein by reference.

State Specific Disclosures

California Residents

NOTICE TO THE BUYER

(1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time and obtain a partial refund of the finance charge if it is \$1 or more. Because of the way the amount of this refund will be figured, the time when you prepay could increase the ultimate cost of credit under this agreement. (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.

North Carolina Residents

NOTICE

A holder of this agreement is subject to all the claims and defenses that the buyer could assert against the seller of goods or services obtained by this agreement or with the proceeds of this agreement. Recovery under this agreement by the buyer may not exceed the amount paid by the buyer under the agreement.

New York Residents

NOTICE TO THE BUYER

1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either: (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge.

Pennsylvania Residents

NOTICE TO THE BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completely filled-in copy of this agreement. You have the right to pay off in advance the full amount due. Under certain conditions, you may obtain a partial refund of the finance charge.

NOTICE

A holder of this agreement is subject to all the claims and defenses that the buyer could assert against the seller of goods or services obtained by this agreement or with the proceeds of this

agreement. Recovery under this agreement by the buyer may not exceed the amount paid by the buyer under the agreement.

All Contracts

NOTICE

A holder of this agreement is subject to all the claims and defenses that the buyer could assert against the seller of goods or services obtained by this agreement or with the proceeds of this agreement. Recovery under this agreement by the buyer may not exceed the amount paid by the buyer under the agreement.

THE PROGRAM.

To participate in the Program, you are required to purchase at least two (2) and no more than three (3) complete pairs of eligible eyewear (i.e., glasses or sunglasses and associated lenses) for personal use by one (1) individual (“Products”). After your initial purchase, to remain eligible in the Program, you can have no less than two (2) and no more than three (3) Products.

By signing up for the Program, you agree to pay the first installment amount to us (“Purchase Date”), and we agree to provide the merchandise you selected. You promise to repay us the amounts disclosed in your Cover Sheet which will be provided to you at point of purchase and details your twenty-four (24) month payment obligations as part of this Agreement. You also agree to pay any applicable Late Fees (as defined below) you incur under this Agreement. Please be aware that by entering this Agreement you are incurring a personal obligation for goods for personal use.

1. INSTALLMENT PAYMENTS.

When you sign up for the Program and complete a purchase, you will identify your first and second preferred methods of payment, designating an eligible credit or debit card, or ACH account (your bank account for direct transfers), as your primary payment method. Payment method subject to store approval. By selecting ACH as a payment method, you must complete an ACH authorization for us (attached hereto as Exhibit A) to initiate recurring electronic debits from your designated bank account for the recurring installment payments specified in this Agreement. If the ACH payment fails, you may also be subject to an insufficient funds (“NSF”) fee, as permitted by applicable law.

In addition to the first installment payment, you must make twenty-three (23) monthly payments (as described below) (each, an “Installment Payment”) in the amounts shown on the Cover Sheet attached to this Agreement. Payments will be due the same calendar day of each month corresponding to the Purchase Date and as reflected in your online LensCrafters+ account (e.g., if your Purchase Date is on October 15th, your monthly payments will be due on the 15th of each subsequent month). If your Installment Payment is due on a calendar day that does not exist in the applicable month (e.g., on the 29th, 30th, or 31st of February or other months with fewer days), the Installment Payment for that month will be automatically adjusted to 1st of the following month (e.g., if your Purchase Date is on January 31st, your next Installment Payment will be due on March 1st). Following the adjustment for the affected month, regular payments shall resume on the originally agreed-upon day and as a result, there may be calendar months where you have two (2) Installment Payments due. You are responsible for ensuring that you have sufficient funds available to make Installment Payments on the date your monthly payment is due. In the event your first preferred method of payment is declined or if there are insufficient funds, we will immediately charge your second preferred method of payment.

If you would like to change your payment method or make alternate payment arrangements, you are able to do so in your online LensCrafters+ account by logging into your account at <https://lenscraftersplus.lenscrafters.com>. If you are having difficulty with a specific Program feature, or if you have further issues or questions, you may contact us at 1-877-753-6727. The payment method you select and any necessary authorization will not affect your obligation to pay when due all amounts payable under this Agreement. The foregoing authorization is in addition to, and not in limitation of, any rights of setoff we may have under applicable law.

2. LATE PAYMENTS.

There is no interest associated with this Agreement. However, if an Installment Payment is not paid on or prior to the due date specified in this Agreement and remains unpaid for a period of thirty (30) days after the due date (or such additional grace period required by applicable law), you will incur a late fee of 1.5% of that individual Installment Payment and which in no event will exceed the maximum late fee permitted by applicable state law ("Late Fee").

3. DELINQUENCY AND DEFAULT.

If you fail to make a payment required under this Agreement, we will suspend your benefits under the Program and reserve the right to limit, restrict, suspend or terminate your access to your LensCrafters+ account as well as send your account to a collection agency. If you fail to make any three (3) payments when due in the manner required by this Agreement, you will be delinquent and we reserve the right to terminate this Agreement immediately upon notification to you. Upon such termination, a cancellation fee as detailed in Section 5 ("Cancellation") will be assessed to your account and you are required to return all Product(s) provided to you under this Agreement to the store at which you purchased it in good condition (reasonable wear and tear expected). Failure to return the Product(s) may result in additional charges and/or legal action to recover the Product(s) or their value. If your account remains delinquent after default and termination, you will be deemed ineligible to participate in or sign up for this Program in the future. If you are (i) in breach of any material term of this Agreement, or (ii) delinquent and have filed or have instituted against you bankruptcy or insolvency proceedings, we may, to the extent and at the time permitted by applicable law, deem you in default and accelerate the maturity of this Agreement and all payments due hereunder.

4. EARLY BUY-OUT OPTION.

You may buy out (i.e., prepay) the remaining Installment Payments you have for all Products you have purchased under this Agreement in full (minus any finance charge) at any time. For the avoidance of doubt, you must buy out ALL Products purchased under this Agreement. If you have submitted the required documentation for the Eye Exam Reimbursement Credit in accordance with the terms of this Agreement, we will then deduct any remaining earned reimbursement credit from the total cost of the buy-out. You will not lose your Protection Plan benefit if you exercise the early buy-out option. To avoid a monthly Installment Payment, you must complete the early buy-out payment at least one (1) business day prior to your Installment Payment due date.

5. CANCELLATION.

You can cancel the remaining Installment Payments you owe under this Agreement for any of the Products you purchased at any time, subject to (i) a cancellation fee for each Product (if cancelling any time after thirty (30) days from the date the Product arrives at your home or the day you pick it up from the store (the "Dispense Date")) and (ii) your return of the Product(s) to a participating LensCrafters store (which offers the LensCrafters+ program) in good condition (reasonable wear and tear expected); if you have concerns with cancelling, please contact us at 1-877-753-6727. Cancellation is not effective until we have received the canceled Products ("Cancellation Date"). Upon cancellation, you will lose all Program benefits (including, without limitation, any earned Eye Exam Reimbursement Credit). **To remain in the Program, you must have at least two (2) and no more than three (3) Products.** If you have only two (2) Products under this Agreement, you must cancel all the remaining Installment Payments for both Products at the same time, cancelling the entire Agreement. If you have three (3) Products under this Agreement, you may cancel the remaining Installment Payments you owe for one (1) canceled Product. Your LensCrafters+ Account will be automatically updated within one (1) business day of the Cancellation Date to reflect your revised monthly amount due for the remaining two (2) Products under this Agreement and any cancellation fee for the canceled Product which will be due on your next Installment Payment due date.

Cancellation requests will be processed in one (1) business day. To avoid a monthly Installment Payment on the Product being cancelled, the Cancellation Date must be at least one (1) business day prior to your Installment Payment due date.

Final Payment and Cancellation Fee: A Cancellation Date on or after your Installment Payment due date for a month will be subject to the Installment Payment for that month; if you cancel your participation in the Program and return the Product, you will remain responsible for the full Installment Payment for the month in which cancellation occurs. Monthly payments are not prorated. Additionally, any applicable cancellation fee (calculated in accordance with this Section 5) will be charged to your payment method on file and is non-refundable. **By accepting this Agreement, you authorize LensCrafters to apply these charges in accordance with the terms stated.**

If you cancel after thirty (30) days from the Dispense Date, you must pay a cancellation fee equal to an amount which is the difference of: (i) twenty (20%) of the Total Sales Price due under this Agreement (as stated on your Cover Sheet) for the Product(s) you are cancelling, and (ii) any amounts you have paid under this Agreement prior to or on the Cancellation Date for the Product(s) you are cancelling. If such amount is less than twenty five dollars (\$25), you must pay a cancellation fee of twenty five dollars (\$25) per canceled Product. Your LensCrafters+ Account will be automatically updated within one (1) business day of the Cancellation Date to reflect any cancellation fee which will be due on your next due date for Installment Payment even if all Installment Payments have been cancelled for all Products and no further Installment Payments are then due. You are responsible for ensuring that you have sufficient funds available to pay the cancellation fee on the date your monthly payment is due. In the event your first preferred method of payment is declined or if there are insufficient funds, we will immediately charge your second preferred method of payment.

6. PROGRAM BENEFITS.

To be eligible for each of the below Program benefits, your account must be in good standing under this Agreement. To see full Program benefits, visit <https://www.lenscrafters.com/lc-us/lenscrafters-plus>.

6.1. PROTECTION PLAN.

Each Product purchased under the Program is covered by our Eyewear Protection Plan and its cost will be included in the Installment Payments, unless you opt out of the coverage. If you opt out of receiving the Eyewear Protection Plan, the Total Sales Price (as stated on your Cover Sheet) will be adjusted to subtract the cost attributed to the protection plan and related taxes. For details regarding the Eyewear Protection Plan refer to Asurion Terms & Conditions below.

6.2. EYE EXAM REIMBURSEMENT CREDIT.

Twelve (12) months after the Purchase Date and before the end of the twenty-four (24) month period of this Agreement, you may submit required documentation evidencing a routine eye exam that occurred after the Purchase Date, to receive a reimbursement credit for the out-of-pocket cost of the eye exam up to one hundred dollars (\$100) (the "Eye Exam Reimbursement Credit"). The Eye Exam Reimbursement Credit will be divided evenly across your remaining Installment Payments; if there are no remaining Installment

Payments, you will receive a cash disbursement. To receive the Eye Exam Reimbursement Credit, you must submit to us: (i) the lens prescription for the individual for whom this Agreement was entered into, dated after the Purchase Date; and (ii) corresponding receipt evidencing the patient's out-of-pocket expense with the same patient name and date as the prescription. Requests for the Eye Exam Reimbursement Credit will be processed in one (1) business day.

6.3. PRODUCT UPGRADES.

Twelve (12) months after the Purchase Date, you are eligible for the below-listed Product upgrade options. TO TAKE ADVANTAGE OF THE PRODUCT UPGRADES AND REMAIN IN THE PROGRAM, YOU MUST ENTER INTO A NEW INSTALLMENT AGREEMENT FOR AT LEAST TWO (2) NEW PRODUCTS. You can never have more than three (3) Products in the Program at any given time. You can only take advantage of the Product upgrade benefit once during the twenty-four (24) month period of this Agreement. You can mix and match the options below but you must always get two (2) new Products and you must still maintain no less than (2) and no more than three (3) Products in the Program. If you exceed the three (3) Product maximum, you may always early buy out a Product by paying the remaining Installment Payments for such Product (minus the finance charge) or cancel a Product per the cancellation policy in Section 5.

- Option One (Waiving Cancellation Fee):

If you enter into a new twenty-four (24) month installment agreement for one new Product, you may cancel one (1) Product without paying a cancellation fee.

If you have three (3) Products under this Agreement, and only enter into a new twenty-four (24) month installment agreement for two (2) new Products, then you have three (3) options as it relates to the third Product: (a) keep the Product and refinance the remaining payments into the new retail installment agreement, (b) cancel the third Product per the cancellation policy in Section 5, or (c) buy out the Product for the remaining balance of that Product minus the finance charge.

After exercising Option One, if you want to keep a Product under your outstanding agreement and you do not violate the three (3) Product maximum, we will carry over the remaining balance from that Product into the new twenty-four (24) month installment payment agreement. The remaining balance will be spread over the twenty-four (24) month period.

- Option Two (Keep Product and Enter into a New Agreement):

You may keep a Product under your outstanding agreement and enter into a twenty-four (24) month installment agreement for a new Product. We will carry over any remaining balance from the existing Product into the new retail installment agreement. The remaining balance will be spread over the twenty-four (24) month period.

Below are some examples of how you can exercise the Product upgrade options:

If you have two (2) Products under this Agreement:

- You may cancel this Agreement as it relates to both Products without paying a cancellation fee and enter into a new twenty-four (24) month installment agreement for two (2) or three (3) new Products.

- You may cancel this Agreement as it relates to one (1) Product without paying a cancellation fee, keep the other Product and enter into a new twenty-four (24) month installment agreement for two (2) new Products, such that you will have three (3) total Products under the new agreement. The remaining balance of the Product you keep will be spread over the twenty-four (24) month period.
- You may cancel this Agreement as it relates to one (1) Product without paying a cancellation fee, early buy out the other Product under your outstanding agreement for the remaining balance of that Product minus the finance charge and enter into a new twenty-four (24) month installment agreement for two (2) or three (3) new Products, such that you will have three (3) total Products under the new agreement.

If you have three (3) Products under this Agreement, you have the option to:

- You may cancel this Agreement as it relates to all three (3) Products without paying a cancellation fee and enter into a new twenty-four (24) month installment agreement for three (3) new Products.
- You may cancel this Agreement as it relates to two (2) Products without paying a cancellation fee and enter into a new twenty-four (24) month installment agreement for two (2) new Products. You will then have three (3) options as it relates to the third Product: (a) keep the Product and refinance the remaining payments into the new retail installment agreement, (b) cancel the third Product per the cancellation policy in Section 5, or (c) buy out the Product for the remaining balance of that Product minus the finance charge. If you choose option (a), the remaining balance of the Product you keep will be spread over the twenty-four (24) month period.
- You may cancel this Agreement as it relates to one (1) Product without paying a cancellation fee, early buy out one (1) Product under this Agreement for the remaining balance of that Product minus the finance charge, and keep one (1) Product and enter into a new twenty-four (24) month installment agreement for two (2) new Products. You will carry over the remaining balance of the Product that you keep into the new twenty-four (24) month installment payment agreement, such that you will have three (3) total Products under the new agreement. The remaining balance of the Product you keep will be spread over the twenty-four (24) month period.
- You may cancel this Agreement as it relates to one (1) Product without paying a cancellation fee, early buy out the remaining two (2) Products under this Agreement, and enter into a new twenty-four (24) month installment agreement for two (2) or three (3) new Products.

7. RETENTION OF TITLE.

Notwithstanding delivery of the Product(s) to you, we shall retain legal title to the Product(s) until all amounts owed under this Agreement have been paid in full by you. Until such time that full payment has been made:

- You acknowledge and agree that we shall remain the legal owner of the Product(s). Risk of loss, theft, or damage to the Product(s), however, shall transfer to you upon delivery of the goods, and you shall bear responsibility for insuring the Product(s) accordingly.
- You may not sell, lease, transfer, or otherwise encumber the Product(s) in any manner until this Agreement has been paid in full and legal title has passed to you. Any attempted resale, transfer, or encumbrance shall be considered void and unauthorized under this Agreement.

- In the event of default, we may exercise our ownership rights in accordance with applicable law, including repossession of the Product(s), without waiver of any other rights or remedies available under this Agreement or applicable law.
- You expressly acknowledge and agree that this retention of title clause constitutes a security interest in the Product(s) in favor of us, and we may take any necessary actions to perfect our interest in accordance with applicable laws.

Upon payment in full of all amounts due under this Agreement, legal title to the goods shall automatically transfer from us to you without further action required.

8. HAPPINESS GUARANTEE.

If you don't love your new Products for any reason, and they are in original condition, you can replace or return them for a full refund within 30 days of the Dispense Date. This does not cover accidental damage, scratches, breakage or theft. You are required to return all Products to receive a refund, or exchange all Products, in accordance with the Happiness Guarantee. For clarity, ALL Products under this Agreement must be returned, or ALL Products must be exchanged. You may then enter into a new Agreement under the Program when exchanging all Products. Please see details of our Happiness Guarantee [here](#).

9. COMPLAINTS.

If you have a complaint with us arising out of or related to this Agreement, you may contact the store at which you purchased the Product(s) or contacting us at 1-877-753-6727. If you wish to submit a general complaint to us, you should do so by contacting us at 1-877-753-6727. We may request additional documentation from you to assist us in resolving any complaints, and you must provide all reasonable assistance to us to facilitate us in resolving all complaints.

10. WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT.

If you think there is an error on your statement, or if you have questions about your LensCrafters+ account, you can contact the store at which you purchased the Product(s).

11. LIMITATION OF LIABILITY.

AS PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LENSRAFTERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROGRAM OR WITH THE DELAY OR INABILITY TO USE THE PROGRAM OR SERVICES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF LENSRAFTERS FOR ANY REASON WHATSOEVER RELATED TO THE PROGRAM SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO LENSRAFTERS FOR THE PROGRAM. THIS LIMITATION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. DISPUTE RESOLUTION: PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF.

BY ACCEPTING THIS AGREEMENT, YOU CONSENT TO A CLASS ACTION WAIVER.

THIS SECTION LIMITS YOUR RIGHT TO PARTICIPATE IN ANY FORM OF CLASS ACTION.

You and LensCrafters agree that, except where prohibited by applicable law, each of us may bring claims that relate to or arise from your use of or access to our website, any products or services sold, offered, or purchased through the Program, or communications (including calls, texts, or emails) that relate to or arise from your participation in the Program only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding, including but not limited to actions under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., the California Invasion of Privacy Act, Cal. Penal Code § 630 et seq., and other federal and state telemarketing and privacy laws. If a court decides that this prohibition of class and representative actions and non-individualized relief is invalid or unenforceable, then the remainder of the Agreement will continue to apply.

13. FORCE MAJEURE.

We will not be responsible for any delay or failure to comply with this Agreement if the delay or failure arises from any event which is beyond our reasonable control. Such events would include (but are not limited to) fires, floods, earthquakes, storms, natural disasters, war, civil unrest, pandemics, acts of terrorism or malicious damage to or destruction of our premises, equipment or goods or by reason of any act done pursuant to a trade dispute or shortages of labor.

14. APPLICABLE LAW & VENUE.

The law applicable to the interpretation and construction of this Agreement and any transaction using or related to the Program, shall be applicable federal laws, and the laws of the State of Ohio, USA, without regard to principles of conflict of laws. You agree that all matters relating your access to or use of the Program, including all disputes will be governed by the laws of the United States and by the laws of the State of Ohio.

Except in actions brought to collect unpaid account balances owed by you, you consent to the exclusive venue for any action relating to the Program or any transaction must be brought in the state or federal courts serving Warren County, Ohio, for any lawsuit or court proceedings permitted under this Agreement. You consent and submit to the personal jurisdiction of such courts for the purposes of any such actions. You further agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

BY ELECTRONICALLY SIGNING BELOW, YOU AGREE TO THE TERMS OF THIS CONTRACT, INCLUDING THE TILA AND OTHER DISCLOSURES ON PAGE 1 AND THE ADDITIONAL TERMS. YOU ACKNOWLEDGE THE LENSRAFTERS PRIVACY POLICY [\[LINK HERE\]](#) AND THAT THIS CONTRACT IS COMPLETE AND YOU WILL RECEIVE A COPY ELECTRONICALLY OR BY PAPER (UPON REQUEST) IMMEDIATELY AFTER SIGNING.

Exhibit A
ACH Authorization

[ACH NOT AVAILABLE AT THIS TIME]

Asurion Eyewear Protection Plan Terms and Conditions

We, the administrator or the retailer from whom you purchased the product and this Plan, may make available additional products and services at a discount from time to time, for your consideration.

THIS PLAN (HEREINAFTER REFERRED TO AS THE “PLAN”) IS A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US OR THE ADMINISTRATOR THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL ACCORDING TO THE CANCELLATION PROVISIONS BELOW. For more information on how to file a claim, please refer to the “To Obtain Service” provision below.

This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

Obligor: The company obligated under this Plan in the District of Columbia and all states except Florida, is **Asurion Service Plans, Inc.**, who can be contacted at P.O. Box 805227, Chicago, IL 60680, telephone 1-866-856-3882. In Florida, the company obligated under this Plan is **Asurion Service Plans of Florida, Inc.**, who can be contacted at P.O. Box 805227, Chicago, IL 60680, telephone 1-866-856-3882.

Definitions: Throughout this Plan the words **(1) “we,” “us,”** and **“our”**: refer to the company obligated under this Plan, as referenced in the Obligor section above; **(2) “administrator”**: refers to (i) Asurion Services, LLC in the District of Columbia and all states, except Florida; and (ii) Asurion Service Plans of Florida, Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167; **(3) “retailer”**: refers to the retailer from which you purchased the product and this Plan; **(4) “breakdown”**: refers to the failure of the product caused by: (a) defects in workmanship and/or materials, (b) normal wear and tear, and (c) unintentional and accidental damage from handling (“ADH”) as a result of normal use, such as a cracked or scratched lens or cracked frames; **(5) “product”**: refers to the eyewear which you purchased concurrently with this Plan or, if you purchased an unlimited repair or unlimited replacement plan, also refers to a replacement product provided by this Plan; **(6) “you”** and **“your”**: refers to the individual who purchased the product and this Plan; and **(7) “replacement product”** refers to **A PRODUCT OF EQUAL OR SIMILAR FEATURES THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.**

Instructions: You must keep this Plan and the sales receipt or order confirmation email for this product; they are integral parts of this Plan and you may be required to reference them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, the sales receipt or order confirmation email containing the terms of this Plan, and commencement date and product identification constitute the entire agreement between you and us.

What is Covered: This Plan covers parts and labor costs to repair or replace your covered product in the event the covered product experiences a breakdown which is not covered under any insurance policy, manufacturer’s warranty, or other service contract. We will repair or replace the covered product, at our discretion, when required due to a breakdown. Plan coverage also includes, but is not limited to the following breakdowns due to defects in materials and/or workmanship or normal wear and tear: frame warping or bending, breakdowns caused by defective loose

components and missing parts, such as lenses. If we determine the product cannot be repaired, we may replace your product with a replacement product, or at our discretion, we may issue you a check for the original purchase price of the product, excluding sales tax, as indicated on your sales receipt or order confirmation email. Non-original parts may be used for repair of the product if the manufacturer's parts are unavailable. At our sole discretion, we may require that you return the covered product to us as a condition of receiving a replacement product.

Term of Coverage: The term and coverage of your Plan commences on the date of purchase of the covered product and continues for the period indicated on the sales receipt or order confirmation email. Coverage for ADH and the above additional benefit(s) begins on the date of purchase of the covered product; all other coverage begins upon the expiration of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. Plan coverage remains in effect throughout the duration of your term, unless cancelled or fulfilled pursuant to the provisions below. The term of this Plan will be extended an additional two (2) weeks to accommodate for the preparation of your covered product. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

To Obtain Service: If your product experiences a breakdown, return it to any LensCrafters location for repair. If you have moved or are unable to return the product to the retailer, call customer service between the hours of 8:30 AM – 5:30 PM ET Monday to Friday and 9:00AM – 5:30 PM ET Saturday at 877-753-6727 for instructions on obtaining service for your product. You are responsible for delivery or the cost of delivery of your covered product to the authorized service center for repair or replacement, per our instructions. Please have your Plan and sales receipt or order confirmation email handy and be prepared to tell us which covered product needs service and the nature of the problem.

All repairs and replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered. Service under this Plan may void your manufacturer's warranty. Foreign language assistance is available for your convenience. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product. All claims must be reported within thirty (30) days after expiration of this Plan. Any abuse of this Plan by you, or discovery by us of fraud or material misrepresentation in the presentation of a claim including but not limited to filing a claim for a product not belonging to you, may result in claim denial and/or cancellation of this Plan as set forth in **Cancellation** section below.

Deductible: There is no deductible for this Plan.

Transfer: This Plan is non-transferable.

Renewal: This Plan is renewable at our discretion.

Limit of Liability: For any single claim, the limit of liability under this Plan is the least of the cost of: (1) the total of authorized repairs performed, up to the purchase price, excluding sales tax, of the product; (2) replacement with a replacement product; (3) reimbursement for authorized repairs or replacement of the product; or (4) the purchase price that you paid for the product, excluding sales tax. For the term of this Plan, you are eligible for unlimited breakdown claims and there is no total limit of liability.

WHAT IS NOT COVERED: (1) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES INCLUDING BUT NOT LIMITED TO: ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN, LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS, LOSS OF BUSINESS, LOSS OF PROFITS, DOWN-TIME AND CHARGES FOR TIME AND EFFORT, DAMAGE, DISCLOSURE OR LOSS OF ANY DATA, SOFTWARE OR OPERATING SYSTEM OR ANY LOSS OTHER THAN A BREAKDOWN OF THE COVERED PRODUCT; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT EXISTED OR OCCURRED

PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) BREAKDOWN FROM ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, TAMPERING WITH ELEMENTS DESIGNED TO SECURE LENSES AND/OR ARMS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S CLEAN AND CARE INSTRUCTIONS; (5) THIRD-PARTY ACTIONS; FIRE, COLLISION, VANDALISM, OR THEFT; (6) DAMAGE OR LOSS DUE TO THE ELEMENTS OR ACTS OF GOD; (7) DAMAGE OR LOSS DUE TO WAR, INVASION, OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT, OR CIVIL COMMOTION; (8) BREAKDOWN COVERED BY ANY RETAILER'S OR MANUFACTURER'S WARRANTY OR INSURANCE POLICY; (9) PRODUCTS NOT ORIGINALLY COVERED BY EITHER A MANUFACTURER'S WARRANTY OR RETAILER'S STORE RETURN POLICY; (10) PREVENTATIVE MAINTENANCE; (11) BREAKDOWN WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (12) UNAUTHORIZED REPAIRS, ANY BREAKDOWN CAUSED BY UNAUTHORIZED REPAIRS, OR UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (13) DECORATIVE EMBELLISHMENTS AND/OR ACCESSORIES ATTACHED TO THE PRODUCT; (14) DAMAGE CAUSED BY ANIMALS AND INSECTS; (15) SERVICE THAT OCCURS OUTSIDE OF THE 50 UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA; (16) DAMAGE INCURRED DURING TRANSPORTATION; (17) PRODUCTS SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY ON YOUR DATE OF PURCHASE) AND DEMONSTRATION MODELS; (18) BREAKDOWN COVERED BY A MANUFACTURER'S RECALL IN EFFECT AT THE TIME OF FAILURE, OR ANY FAILURES, PARTS AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL; (19) PRODUCTS THAT ARE LOST OR STOLEN; (20) EYE EXAMS OR OTHER MEDICAL EXPENSES ASSOCIATED WITH OBTAINING REPLACEMENT EYEWEAR; (21) CLEANINGS, ADJUSTMENTS, AND FITTINGS; (22) REPAIR OR REPLACEMENT OF EYEWEAR DUE TO OUTGROWTH OF EYEWEAR, A CHANGE IN OPTICAL PRESCRIPTION OR ANY OTHER MEDICAL REASON; AND (23) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON OR PET ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT. (24) MISSING COVERED PRODUCT PARTS UNLESS SUCH LOSS WAS CAUSED BY A DEFECT IN WORKMANSHIP AND/OR MATERIALS, INCLUDING THOSE DUE TO NORMAL WEAR AND TEAR, WITHOUT ANY UNDUE STRESS OR DAMAGE. (25) LENS OR FRAMES SUPPLIED BY THE CUSTOMER IN THE MAKING OF THIS PRODUCT.

Cancellation: You can cancel this Plan at any time for any reason by surrendering it to the retailer from which you purchased this Plan during their store return policy, or at any time by emailing DepartmentC@asurion.com or by writing the administrator at P.O. Box 1818, Sterling, VA 20167. We may cancel this plan immediately if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you will receive a full refund of any payments made by you under this Plan, excluding sales tax, less the cost of any claims that have been paid or repairs that have been made. In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If we or the administrator cancel this Plan, you will receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, excluding sales tax, less the cost of any claims which have been paid or repairs that have been made. In AL, AR, CA, CO, DC, GA, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI, WY and any other jurisdiction(s) required by law, any refund owed and not paid or credited within thirty (30) days of the cancellation effective date will include a ten percent (10%) penalty per month.

Force Majeure: We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond our control.

Insurance Securing This Plan: This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606. If you have filed a claim under this Plan and we fail to pay or provide service within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

ARBITRATION OR SMALL CLAIMS COURT AGREEMENT: Please read this section carefully. It affects your rights. For the purposes of this arbitration or small claims court agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above), and (2) the retailer (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at 1-866-856-3882. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

1. THIS A.A.:

- a. Survives termination of this Plan.
- b. Is governed by the Federal Arbitration Act.
- c. Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
- d. Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
- e. Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.

2. ARBITRATION PROCESS:

- a. How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222-0656.
 - Describe the dispute and relief sought in the Notice.
 - If the dispute is not resolved within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.
- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

3. FEES:

- a. In most cases we will pay all filing, administration and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
- b. We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.

4. ARBITRATION DECISION:

- a. You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- b. If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
 - We will pay you the greater of the damages or \$7,500.
 - We will also pay your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
- c. We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
- d. If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING.

Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. is null and void

State Variations

The following state variations will control if inconsistent with any other terms and conditions:

Arizona Residents: If your notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the retailer, its assignees, subcontractors and/or representatives, or to any conditions that the Obligor or retailer knew or reasonably should have known about. Item (12) of the **WHAT IS NOT COVERED** section is deleted and replaced with: **“UNAUTHORIZED REPAIRS, ANY BREAKDOWN CAUSED BY UNAUTHORIZED REPAIRS, OR UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; WHILE OWNED BY YOU.”** The Arbitration Agreement of this Plan does not preclude you from contacting the Arizona Department of Insurance and Financial Institutions.

California Residents: For all products other than home appliances and home electronic products, the **Cancellation** provision is amended as follows: If the Plan is cancelled by you: (a) within sixty (60) days of the receipt of this Plan, you will receive a full refund of the price paid for the Plan less the cost of any claims that have been paid or repairs that have been made, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any claims that have been paid or repairs that have been made. We may only cancel this Plan before the end of the agreed Plan term for nonpayment of the Plan fee, fraud or material breach by you to us, or the Plan being discontinued by us or the retailer.

In California, the form number for use under this Plan is as follows:

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Connecticut Residents: In the event of a dispute with us or the administrator that cannot be resolved, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan. The following is added to the To Obtain Service provision: “In-home service is not available under this Plan.”

Florida Residents: The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation will be in writing and will not be less than thirty (30) days from the date of mailing or notification of the effective date. If this Plan is cancelled prior to the expiration of its term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the **Arbitration or Small Claims Court Agreement** provision of this Plan, either party may bring an individual action in small claims court. The **Arbitration or Small Claims Court Agreement** provision of this Plan does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions, class arbitrations, or other similar proceedings. Nothing contained in the **Arbitration or Small Claims Court Agreement** provision will affect your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6. The fourth sentence in the Cancellation section is deleted and replaced with the following: “In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan.”

Maine Residents: The second sentence of the **Cancellation** provision is deleted and replaced with the following: “Upon fifteen (15) days notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material

misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you .”

Minnesota Residents: The second sentence of the **Cancellation** provision is deleted and replaced with the following: “Upon five (5) days notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you.

Nevada Residents: If the Plan is cancelled by us, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. If we fail to pay the cancellation refund as stated in the **Cancellation** provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan, including but not limited to filing a claim for a product not belonging to you, upon fifteen (15) days notice to you; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) Any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. Item (12) in the **WHAT IS NOT COVERED** section is deleted and replaced with the following: **(12). IF THE PRODUCT IS MODIFIED OR ALTERED WITHOUT OUR AUTHORIZATION, WE WILL ONLY PROVIDE APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED MODIFICATION OR ALTERATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THIS PLAN.** The first sentence of the **What is Covered** section is deleted and replaced with the following: “This Plan covers parts and labor costs to repair or replace your covered product in the event the covered product experiences a breakdown which is not covered under any manufacturer’s or retailer’s warranty.”. The **Transfer** section is deleted and replaced with the following: “This Plan is transferable at our discretion”. Contact us at 877-818-3455 with questions, concerns, or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

New Hampshire Residents: Contact us at 877-818-3455 with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to RSA 542. If this plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund.

New Mexico Residents: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due, notice of cancellation will be made with fifteen (15) days notice to you; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you, notice of cancellation will be made with fifteen (15) days notice to you; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for the product. We may non-renew, but may only cancel this Plan prior to the expiration of the term for non-payment by you or for violation of any of the terms and conditions of this Plan.

Oklahoma Residents: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44199294.

Oregon Residents: The **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 855-776-4373. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Oregon."

South Carolina Residents: Contact us at 877-818-3455 with questions, concerns, or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or (800) 768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to us. Texas license number: 116.

Utah Residents: NOTICE. This plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The fifth sentence in the **Cancellation** section is replaced with the following: This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed is covered by this Plan. The **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** provision is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors, and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 855-776-4373. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Utah."

Virginia Residents: Contact us at 877-818-3455 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within sixty (60) days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

Washington Residents: If we fail to act on your claim, you may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company. The second sentence of the **Cancellation** provision is deleted and replaced with the following: "Upon twenty-one (21) days notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you.

Wisconsin Residents: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this contract before the end of the agreed contract term, upon five (5) days notice to you, on the grounds of nonpayment, fraud, a material misrepresentation, including but not limited to filing a claim for a product not belonging to you, made by you to us, or a substantial breach of duties by you relating to the covered equipment or its use. The fifth and sixth sentences of the first paragraph of the **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** provision of this contract is amended as follows: **(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS;** and **(2)** the phrase "and is governed by the Federal Arbitration Act" in sub-section (1) (b) of the Arbitration Agreement provision of this contract is deleted in its entirety.

Wyoming Residents: The **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** provision of this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings will be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "we" and "us" include the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and the retailer, as defined above, and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or retailer, or a substantial breach of duties by you relating to the retailer service or its use.

Administered by:

Asurion Services, LLC

Asurion Service Plans of Florida, Inc.

P.O. Box 1340 • Sterling, VA 20167 • 877-818-3455

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