



Lane's Appliance Protection Plan Terms and Conditions

These Terms and Conditions to the Lane's Appliance Protection Plan ("**Terms and Conditions**") set forth the terms and conditions under which we provided the services for the Lane's Appliance Protection Plan ("**Protection Plan**"). Please read these Terms and Conditions carefully. Coverage may be limited, and certain exclusions apply.

We reserve the right to modify any terms affecting the Protection Plan or these Terms and Conditions, including price, with prior notice to you as described in these Terms and Conditions. Terms not defined in the body of these Terms and Conditions are defined in Section 14(a).

By submitting your application to us, you agree to the following:

1. **Application; Payment of Plan Fee.** By submitting your application and pending our acceptance, you agree to pay the full "**Plan Fee**", paid either in full or in monthly installments, as stated on your application form. We will promptly review your application. You must pay the first installment of your Plan Fee within 5 business days after our acceptance of your application. If you acquire additional appliances after your enrollment in a Protection Plan, you may add eligible appliances to your Protection Plan by submitting another application (subject to Section 5 regarding renewals).

2. **Making a Claim for Repair.** To make a claim for a repair you must contact us to request service. You must notify us as soon as possible after discovering that a Covered Appliance has broken down or malfunctioned, and in any event prior to the expiration of the Plan Term (as defined in Section 5). Claims may be made as follows:

By Phone: (517) 393-1102

By Email: contactus@lanesrepair.com

Online: lanesrepair.com

Mail or in person: 440 Frandor Ave, Lansing, MI 48912

3. **Services.** During the Plan Term, the Protection Plan will cover the cost for the specific diagnosis and repair work performed by our Authorized Repair Specialist to repair Covered Appliances that are rendered inoperable due to a mechanical failure caused by routine wear and tear, subject to applicable limitations and exclusions stated in these Terms and Conditions ("**Services**"). The decision to repair or replace a part otherwise perform or not perform a Service will be made by us, at our reasonable discretion. The Plan does not provide for any Service other than as specified in these Terms and Conditions. All service work under the Protection Plan, including parts and labor, must be provided by an Authorized Repair Technician. **We will not reimburse you for service performed by someone other than us or one of our Authorized Repair Technicians. Unauthorized repairs will void your Protection Plan.**

4. **Annual Limit.** We will cover the costs of Services and replacement Covered Parts up to an annual limitation of **\$1,600** per household ("**Annual Limit**"). There is no deductible for coverage under your Protection Plan if you select the gold price tier. There is a \$60 deductible per appliance claim if you select the silver price tier, the \$60 deductible must be paid prior to the technician being scheduled for service.

5. **Plan Term; Renewal.** The term of coverage for Covered Appliances begins after both the payment of your first installment of your Plan Fee and your choice of either (a) 3 working days after our Authorized Repair Technician inspects your appliance prior to the start of coverage ("**Pre-Inspection**"); or (b) 30 days after our acceptance of your application if you waive the Pre-Inspection. The term of the Plan will continue for a period of 365 days ("**Plan Term**").

At the end of the Plan Term, the Protection Plan shall automatically renew and a new Plan Term shall begin for the same length of time, **unless** you notify us in writing that you are terminating the Protection Plan no later than **30 days** before or after the start of the renewed Plan Term. You are responsible to pay your Plan Fee for the renewed Plan Term within 5 days after renewal. If you do not timely pay the Plan Fee, you will be subject to a collection fee in the amount of **\$300**, and you will not be eligible for Services under your Protection Plan until you are current with all payments required under your Protection Plan.

If an additional Covered Appliance is added to your Protection Plan, the Plan Term will automatically extend for 365 days from the date we approve the addition to your Protection Plan. Coverage of such additional Covered Appliance during the Plan Term will begin 3 working days after the addition of such new appliance is approved pursuant to a Pre-Inspection or 30 days after our acceptance if you waive Pre-Inspection. By adding a Covered Appliance to your Protection Plan, you agree to pay a full Plan Fee for the extended Plan Term; provided, you will be given a prorated credit for the remaining portion of the existing Plan Term that had not expired prior to the extension. Further, your Annual Limit will be reset for the extended Plan Term.

We may suspend coverage at any time in the event of non-payment. You must pre-pay for the Protection Plan. If you fail to make a required payment when due for any reason, we may terminate your Protection Plan as set forth in Section 13. Except as otherwise specifically stated in these Terms and Conditions, your payments are non-

refundable. Any past-due balances may be subject to a monthly late payment fee of one and one-half percent (1 1/2%) of the past-due balance.

6. **Covered Appliances.** Appliances and other equipment are eligible for coverage under your Protection Plan ("**Covered Appliances**") only if such appliance or other equipment is: (a) a Covered Brand; (b) located within the permanent foundation of an Eligible Residence; (c) properly installed and in proper working order at the start of the Plan Term; (d) safely and easily accessible for diagnosis and repair by our Authorized Repair Technician; (e) located in a safe environment for the Authorized Repair Technician, including that the appliance inside a residence that is climate controlled; and (f) the appliance or other equipment is listed in your application.

Subject to permitted relocation under Section 12, to be eligible for Services, all Covered Appliances must be located at the address stated in the application. Any Covered Appliance removed from such location will not be eligible for Services. Covered Appliances must be free of any obstructions in front, on top, and at sides of the Covered Appliance to give adequate workspace to repair or service it. Covered Appliances with elevated floors that cannot be removed by our Authorized Repair Technician are your responsibility to remove prior to our Services. All Covered Appliances must have adequate workspace to repair before Services may be provided. Our Authorized Repair Technicians will not work on any Covered Appliances in an unheated attached garage, unheated detached garage, unheated pole barn or any other unheated structure during the months of November through April. Our Authorized Repair Technicians will not work on any Covered Appliances that are located on or in boats, campers, RVs or other vehicles.

You must be the owner of the Covered Appliances. If an appliance is rented, the landlord or other owner must separately apply for coverage. Commercial property or residential property converted into or utilized as a business or commercial property will not be eligible for coverage. By permitting you to enroll in a Protection Plan, we do not make any express or implied warranties concerning your existing equipment or its condition. We may refuse to provide Services or deny enrollment under the Protection Plan if eligibility requirements are not met. Following a thorough diagnosis, our Authorized Repair Technician shall make the determination whether the requested Service is covered by your Protection Plan.

7. **Repair Coverage.** The Services include repair of Covered Parts of Covered Appliances, including parts and labor, except as excluded under these Terms and Conditions. We will provide all Covered Parts and Services covered by the Protection Plan up to the Annual Limit. You shall be responsible to pay all parts and labor that are excluded or in excess of the Annual Limit.

The following exclusions apply. Excluded components are not Covered Parts.

(a) **General Exclusions.** The Protection Plan does not cover and the Services do not include: (i) repair of any appliance or other equipment with existing design faults or that have been abused, tampered with or damaged due to corrosion,

freezing, fire, lightning, electrical surge, explosion, earthquake, flood, storm, customer abuse, acts of war or other insurable risks or accidental or deliberate damage from vandalism or theft; (ii) cosmetic damage including but not limited to scratches, dents, chips, rust; (iii) batteries; (iv) lights, bulbs and LED lighting components; (v) Wi-Fi enabled mechanisms or audio/video components; (vi) glass of any kind; (vii) in-home instruction on how to use your product; appliance or other equipment used as commercial, non-residential, or multifamily use; and (viii) any loss of food product or medicine. No Services will be provided if the Authorized Repair Technician is prevented from entering an Eligible Residence due to the presence of animals, insects, foul or toxic odors, unsafe conditions, or if the Covered Appliance is not easily accessible, is not located in a safe environment or is located outside of the permanent foundation of the Eligible Residence. The Protection Plan does not cover installation, disconnection and manufacturer-recommended maintenance or upgrades.

(b) **Built-In Microwave.** Coverage for built-in microwaves does not include clocks (unless they affect the cooking function of the oven), temperature probe assemblies, rotisseries, racks, handles, range hood/exhaust system, door glass, interior linings, trays, clocks, or shelves.

(c) **Clothes Washer.** Coverage for clothes washers does not include tub assembly, regulator, drum, drawers, soap dispensers, filter screens, knobs, tubs, bearings, hinges, dials, leveling and balancing, or damage to clothes.

(d) **Clothes Dryer.** Coverage for clothes dryers does not include tub assembly, regulator, drum, drawers, venting and exhaust system, lint screens, knobs, dials, doors, , leveling and balancing, or damage to clothes. Ventless dryers, humidity dryers, condensate dryers, heat pump dryers are ineligible as Covered Appliances.

(e) **Dishwasher.** Coverage for dishwashers does not include tubs, racks, shelves, rollers, drain lines, water lines, saddle valve's, temp probes, or filters.

(f) **Freezer (Upright or Chest).** Coverage for freezers does not include any sealed system items or parts, compressors, evaporator coils, condensers, door liner, door seals, drain pan, filters, refrigerant charging, handles, shelves, or drawers.

(g) **Garbage Disposal.** Coverage for garbage disposals does not include any plumbing issues, obstructions and/or jams caused by bones, or foreign objects other than food.

(h) **Range, Wall Oven, Cooktop, Stove.** Coverage for ranges, ovens, cooktops and stoves does not include clocks (unless they affect the cooking function of the oven), temperature probe assemblies, cracked glass or ceramic cooktops, rotisseries, racks, handles, range hood/exhaust system, and carbon monoxide testing. Sensi-heat burners will only be replaced with standard burners.

(i) **Refrigerator.** Coverage for refrigerators does not include any sealed system items or parts, evaporator coils, compressors, condensers, refrigerant tubing, reversing valve, door liner, drain pan, filters, refrigerant charging, freon, door

complete, door handles, gaskets, shelves, racks, drawers, door seals, water lines, beverage dispensers, ice buckets and their respective equipment, and line restrictions of any kind. Built-in refrigerators, undercounter refrigerators wine coolers, mini refrigerators, and standalone ice makers are ineligible as Covered Appliances.

8. **Warranty; Limitation on Liability.** Problems cannot always be diagnosed and repaired at the first service visit. We are not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs. We offer a 30-day, no-cost warranty on all of our Services and defective parts. You must promptly notify us of a problem covered by this warranty in the same manner as making a claim under Section 2, and not later than the 30th day after the Services were performed. We will promptly make a warranted correction, and in any event not more than 10 days after your timely notice (subject to availability of parts). If your notice of the need for a warranted correction is given after the 30-day warranty period expires, we may impose a labor charge, subject to the Annual Limit. If the Protection Plan has been cancelled or terminated, our warranty obligation will continue through the 30-day warranty period. The time period for the warranty will be extended for any period in which we have possession of your Covered Appliance to perform the warranted correction. **WE ARE NOT LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR ECONOMIC DAMAGES OR FOR LOSS OF DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE THE EQUIPMENT TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW.**

9. **Estimates; Final Bill.** We will give you a written estimate of the costs and charges our Services and for parts, including a description of the problem requiring the Services ("**Estimate**"). At completion of the Services, we will provide you with a final bill stating total remaining charges due from you, if any.

10. **Unavailable Parts or Non-Repairable Equipment.** If we cannot repair the Covered Appliance because a part is obsolete, no longer available or we cannot obtain it at a commercially reasonable cost, you may be eligible for a rebate toward the cost of purchasing a new appliance.

(a) To redeem the rebate, you must send a copy of your receipt for the purchase of your new appliance within 21 days of our diagnosis, showing your name and address on the receipt, and we will mail you the rebate.

(b) The amount of the rebate will be \$200 if used toward the purchase of a new appliance from us, or \$100 if used toward the purchase of a new appliance from another retailer.

(c) If the product part is an excluded item (as described in Section 7) you will not be eligible for a rebate.

(d) Rebate payments by us to you are limited to an annual amount equal to the Annual Limit.

11. **Old Parts.** All parts removed by us in connection with the Services shall remain your property, except for the following any part that has a core charge or exchange rate, contains hazardous material, or is returned to the manufacturer as required by the manufacturer's warranty. You may, at your discretion and subject to our acceptance, assign such removed parts to us, along with any assignable parties available from any manufacturers or suppliers of such removed parts.

12. **Changes to Customer Address.** If you change your residence and desire to modify the Protection Plan to cover your new residence, you must notify us within 14 days prior to the effective date of coverage at your new residence. The Protection Plan will cover existing Covered Appliances and new eligible appliances after application and approval in accordance with Sections 1 and 6. Notwithstanding any change of residence, you are responsible for any amounts due according to your existing Protection Plan during the Plan Term. At our discretion, which may be withheld or conditioned for any reason, including but not limited to additional payment, we may agree to extend the Plan Term for up to 365 days after your move to a new residence, subject to the payment of a new Plan Fee reduced by a prorated credit for the remaining portion of the existing Plan Term that had not expired prior to the extension.

13. **Termination.** You are purchasing a Protection Plan for one full year, regardless of whether you choose to pay in monthly installments. You may terminate the Protection Plan by giving us a notice of nonrenewal as provided in Section 5. There are no refunds for your enrollment prior to cancellation. We may terminate the Protection Plan immediately for non-payment, fraud or material misrepresentation, without prior written notice.

14. **Miscellaneous.**

(a) **Definitions.**

(i) **"You"** and **"Yours"** means the person applying for enrollment in a Protection plan. You must resident at or be the owner of the Eligible Residence covered by the Protection Plan. Such terms may or may not be capitalized in these Terms and Conditions.

(ii) **"We"**, **"Us"** and **"Our"** means Lane's Repair, LLC, a Michigan limited liability company. Such terms may or may not be capitalized in these Terms and Conditions.

(iii) **"Authorized Repair Technician"** means the repair person we dispatch in response to your request for Services.

(iv) **"Covered Brands"** includes: Admiral, Amana, Bosch, Caloric, Coldspot, Crosley, Electrolux, Frigidaire, GE, Gibson, Hotpoint, JennAir, Kenmore, Kitchen Aid, LG, Magic Chef, Maytag, Roper, Samsung, Sears, Speed Queen, Tappan, Whirlpool, White Westinghouse. For garbage disposals we cover up to 0.75 horsepower residential only, non-batch fed products of the following brands: InSinkerator, Badger, Waste King, GE, American standard, Moen, Whirlpool.. **IF YOUR APPLIANCE BRAND**

IS NOT EXPRESSLY INCLUDED ON THIS LIST, IT WILL NOT BE COVERED UNDER THE PROTECTION PLAN.

(v) **“Covered Parts”** includes: Agitator Dogs, Auger Motors, Blower Wheels, Burner Switches, Burners, Coils, Condenser Motors, Control Circuit Boards, Drive Couplings, Diodes, Dispensers, Display Circuit Boards, Display Touch Pads, Door Switches, Drum Rollers, Energy Regulator Switches, Evaporator Motors, Garbage Disposers, Gear Case, Heating Elements, Ice Makers, Idler Pulleys, Igniters, Infinite Switches, Jazz Boards, Lid Lock Sensors, Magnetic Door Plungers, Magnetrons, Micro Switches, Motor Control Circuit Boards, Motor Position Sensors, Overloads, Pressure Switches, Pumps, Relays, Run Capacitors, Shift Actuators, Start Capacitors, Suspension Rods, Temperature Limiter Switches, Temperature Probes, Thermal Fuses, Timers, Touch Pads, Transmissions, Unit Surface Switches, Washer & Dryer Motors, Water Inlet Valves.

(vi) **“Eligible Residence”** means a single-family residence located within our service area. If the Eligible Residence is a house, townhouse, condominium, apartment unit, modular home, or a manufactured home, it must be anchored to a permanent foundation and not moved for the duration of the Plan Term and applies only to the Equipment and systems serving the individual unit, not the common areas or shared systems in multiple unit dwellings. Our service area includes the following zip codes: 48808, 48820, 48821, 48824, 48823, 48827, 48837, 48840, 48842, 48848, 48906, 48917, 48911, 48915, 48912, 48910, 48933, 48854, 48864, 48872, 48892, and 48895. **Our service area is subject to change.**

(b) **Notices.** All notices and other communications required or permitted under these Terms and Conditions will be deemed to have been given if mailed by registered or certified mail, postage prepaid, or otherwise delivered by commercial delivery service, or fax and email, to (i) us at the address set out on page 1 of these Terms and Conditions; or (ii) you at the address stated in your application, or to such other changed addresses as such party may have given by notice

(c) **Changes to Terms of Service.** We will provide you written notification of any changes to these Terms of Service no later than 10 days in advance of the implementation of the changes. After notice of a material change, you may terminate your Protection Plan by providing written notice within the 30-day period prior to the effective date of the change. If you do not respond prior to the expiration of the 30-day period, the change will be deemed accepted by you. If we discontinue the Protection Plan, our liability will be limited to completing any repairs or parts replacements underway at the time the Protection Plan is discontinued and warranted corrections.

(d) **Your Personal Information.** We collect and use personal information about you in order to establish and manage our business relationship with you. We share such information about you with our Authorized Repair Technicians in order to provide you Services under your Protection Plan. **BY APPLYING FOR A PROTECTION PLAN, YOU ARE GIVING US YOUR CONSENT TO DISCLOSE INFORMATION ABOUT YOU FOR BILLING AND/OR SUPPLYING SERVICES TO YOU UNDER THE PROTECTION PLAN, PROCESSING OF PAST DUE ACCOUNTS OF**

YOURS WHICH HAVE BEEN PASSED TO A DEBT COLLECTION AGENCY AND COMPLYING WITH ANY LEGAL REQUIREMENT. In order to maintain privacy of your account and other proprietary customer information, we may request that you provide us with certain information to verify your identity. You, your spouse, and any authorized representative you may designate on the account will be required to provide verification information before we will release any information related to your account or make any changes to your account. **UNLESS YOU GIVE US EXPRESS NOTICE TO OPT OUT, YOU ALSO GIVE US YOUR CONSENT TO USE AND DISCLOSE YOUR PERSONAL INFORMATION TO MAKE YOU AWARE OF OTHER PRODUCTS AND SERVICES THAT MAY BE OF INTEREST TO YOU.**

Further, by applying for a Protection Plan, you authorize us to record, photograph and/or videotape the area surrounding Covered Appliance being worked on or inspected and the surrounding floor, countertops, water lines and physical space, including the interior and exterior of the Covered Appliance. We may use a mobile phone or any other recording device to record for liability purposes. Further, you grant us the absolute and irrevocable right and permission, with respect to the photographs, videos, or any other media ("**Images**") that we have taken, to use, re-use, publish, re-publish, reproduce the same in whole or part, individually or in conjunction with other images, and in conjunction with any printed or electronic matter in printed form, electronic databases, websites, or in any and all media now or later known, and for any legitimate purpose whatsoever, and to use our name and likeness in connection with such use.

(e) **Non-Disparagement.** By applying for a Protection Plan, you agree not to disparage us. Disparaging shall mean any negative statements, reviews, comments, or publication, whether written or verbal, about us, our employees, the Protection Plan or the Services, including but not limited to electronic communications such as email, text message, posts, use of Yelp, LinkedIn, Facebook, Google, Yahoo, any online website, or any other form of social media. If you disparage us, we will be entitled to liquidated damages in the amount of \$1,000. You acknowledge and agree that actual damages would be difficult to ascertain and that such liquidated damages represent a fair and reasonable approximation of the damages. Nothing in these Terms and Conditions shall prohibit you from testifying truthfully under oath if you are required or compelled by law to testify in any judicial action or before any government authority or agency or from making any other legally required truthful statements or disclosures, or you are making such statements or disclosures as may be necessary or appropriate in connection with maintaining or defending a legal action or proceeding.

(f) **Customer Complaints.** Disputes or complaints about the Services provided by us or our Authorized Repair Technicians, the Protection Plan, or these Terms and Conditions should be directed to us by calling (517) 393-1102 or by email to contactus@lanesrepair.com.

(g) **Governing Law and Venue.** All matters relating to the Protection Plan and these Terms and Conditions and their validity, construction, and performance are governed by the laws of the state of Michigan without regard to its conflict of law principles. Any action brought which relates in any way to the Protection Plan or these Terms and Conditions must be brought in the court of appropriate jurisdiction in Ingham

County, Michigan. You consent to jurisdiction and waive all claims of improper venue and forum non-conveniens.

(h) **Service Contract.** These Terms and Conditions are a service contract and do not constitute an insurance contract and are not subject to regulation as insurance under any federal or state law.

(i) **Dispute Resolution.**

(i) All disputes arising under or related to the Protection Plan or these Terms and Conditions shall be resolved by binding arbitration in accordance with this Section. The resolution of the dispute shall be made under the commercial arbitration rules of the American Arbitration Association as modified by this Section. The arbitration will be conducted by a single arbitrator in a location mutually agreed upon by the parties. The arbitration award is enforceable as a judgment of any court having proper jurisdiction. Each party will bear its own costs of arbitration; provided, if the arbitrator does award costs or reasonable attorney fees, any such award shall be limited in accordance with Section 14(t).

(ii) All disputes, claims and causes of action arising out of or connected with the Protection Plan or these Terms and Conditions shall be resolved individually, without resort to any form of class action, multiple plaintiffs, representative, or similar proceeding ("**Class Action**"). You expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

(iii) **YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION; HOWEVER, YOU UNDERSTAND AND VOLUNTARILY AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

(j) **Binding Effect.** These Terms and Conditions shall be binding upon and shall inure to the benefit of the us, you and ours and your respective heirs, personal representatives, successors and permitted assigns, as applicable.

(k) **Construction.** These Terms and Conditions, along with the application and any other document submitted by you to apply for a Protection Plan, set forth the entire agreement and understanding between you and us concerning the subject matter contained in these Terms and Conditions and supersedes all prior discussions or understandings of every kind between you and us. If any provision of these Terms and Conditions become or are declared by a court of competent jurisdiction to be unenforceable, these Terms and Conditions will continue in full force and effect without the provision. All pronouns used in these Terms and Conditions refer to the masculine, feminine, neuter, singular, or plural as the identity of the parties may require. Captions

contained in these Terms and Conditions are inserted for reference only and in no way define, limit, extend, or describe these Terms and Conditions or the intent of any provision of these Terms and Conditions.

(l) **Assignments.** We may assign all of our rights and obligations under the Protection Plan and these Terms and Conditions, in whole or in part. You may not assign any rights or obligations under the Protection Plan and these Terms and Conditions without our prior written consent.

(m) **Waivers.** Our decision to not insist upon strict performance of any of the covenants or conditions of these Terms and Conditions or to exercise any discretion in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or alternative options, but the same shall be and remain in full force and effect. The subsequent acceptance by us of your Plan Fees or other payments shall not be deemed to be a waiver of any preceding breach by you of any term, covenant or condition of these Terms and Conditions, other than the failure to pay the particular of Plan Fees or other payment so accepted, regardless of our knowledge of such preceding breach at the time of acceptance of such Plan Fees or other payment. No covenant, term or condition of these Terms and Conditions shall be deemed to have been waived by us, unless such waiver is in writing by us.

(n) **Force Majeure.** We will make commercially reasonable efforts to fulfill our obligations under these Terms and Conditions. If the performance of the Services is prevented, restricted, or interfered with by reason of any act or condition whatsoever that is not caused by our negligence and is beyond our reasonable control including, without limitation, fire or other casualty, accident, labor disputes (subject to Section 14(o)), unavailability of or delays in procuring materials (subject to Section 10), power or supplies, war or other violence, any governmental or intergovernmental law, order proclamation, regulation, ordinance, demand or requirement, we shall be excused from such performance to the extent of such prevention, restriction, or interference; provided we will use reasonable efforts to complete the performance as soon as is practicable. In no event shall we be liable to you for damages caused by any such event.

(o) **Labor Stoppage.** Notwithstanding anything in these Terms and Conditions to the contrary, if performance of the Services is interrupted because of a strike or work stoppage at our place of business, the Plan Term shall be extended for the period of the strike or work stoppage.

(p) **Gas Leaks.** IF YOU SMELL GAS OR SUSPECT THERE IS A GAS LEAK, LEAVE THE PREMISES **IMMEDIATELY** AND CALL YOUR GAS COMPANY FROM OUTSIDE.

(q) **Your Representations; Voluntary Agreement.** By applying for a Protection Plan, you represent that you have read and understand these Terms and Conditions, you reside at or are the owner of the Eligible Residence stated in the application, you are the owner of the appliances stated in the application, and you are submitting your application and agreeing to these Terms and Conditions freely and voluntarily.

(r) **Limitation on Special Offers.** Discounts, rebates, or other special offers are only valid for the initial Plan Term. Any renewed Plan Term will be subject to the then-current full subscription rates.

(s) **ACH; Credit Card Charges.** By submitting your application, you authorize us to automatically withdraw Plan Fee and other payments from your bank account listed on your application, using ACH. Payments will be withdrawn on your scheduled billing date and will continue until your Protection Plan is terminated or this authorization is revoked. You can cancel this authorization at any time by giving us 10 days written notice before your next payment date. You agree to keep enough money in your account to cover each payment. If a payment is returned for insufficient funds, you may be charged a return fee as allowed by law. You also authorize us to correct any mistaken debit or credit entries to your account. Any credit card charges must be contested within 30 days of Service, otherwise charges cannot be reversed. We will provide billing or repair information to you or an individual authorized by you who signed the final bill and/or paid for Services or the Plan Fee or another charge under these Terms and Conditions. Due to confidentiality requirements, any person other than you who requests information from us must provide us a written statement signed by you authorizing us to release information to them.

(t) **Limitations on Recovery.** OUR OBLIGATIONS UNDER THE PROTECTION PLAN AND THESE TERMS AND CONDITIONS ARE BACKED ONLY BY THE FULL FAITH AND CREDIT OF LANE'S REPAIR, LLC AND ARE NOT GUARANTEED BY A THIRD PARTY, CONTRACT REIMBURSEMENT INSURANCE POLICY, OR PERFORMANCE BOND.

NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS TO THE CONTRAY, ALL CLAIMS, JUDGMENT AND AWARDS IN YOUR FAVOR SHALL BE LIMITED TO YOUR ACTUAL OUT-OF-POCKET COSTS INCURRED, UP TO A MAXIMUM OF **\$1,600**, IN AGGREGATE. YOU SHALL BE RESPONSIBLE FOR YOUR OWN ATTORNEYS' FEES.

NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS TO THE CONTRAY, YOU SHALL NOT SEEK NOR TO OBTAIN AWARDS FOR, AND BY SUBMITTING YOUR APPLICATION WAIVE, ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, INCLUDING ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AS LIMITED BY THIS SECTION.