

Invoice number printed at Point-of-sale  
Customer Name is printed at Point-of-sale  
Date of Sale is printed at Point-of-sale

## REPLACEMENT PRODUCT PLAN AGREEMENT

**This Replacement Product Plan Agreement (“Agreement”) is not an insurance contract. Unless otherwise regulated under state law, the contents of this Agreement should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.**

“We”, “Us” and “Our” mean the company obligated under this Agreement, Federal Warranty Service Corporation (“**FWSC**”) P.O. Box 105689, Atlanta, GA 30348-5689 1-877-881-8578 and in Oklahoma, Assurant Service Protection, Inc., P. O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578. “You” and “Your” means the purchaser of this Agreement, including the Lessee, if the Product was acquired under a lease-to-own arrangement (“LTO Arrangement”).

For an LTO Arrangement “**Lessee**” means the payor customer leasing the Product and this Agreement; and “**Lessor**” means the owner of the Product and payee of cash benefits under the Plan until You fulfill Your obligations under the LTO Arrangement necessary to acquire full ownership of the Product and this Agreement.

“Agreement” means this Agreement and includes Your invoice for the Product and the plan selected.

“Retailer” means the store You purchased the Products covered under this Agreement from. “Product” means the consumer item which You purchased concurrently with and is covered by this Agreement. “Administrator” means Conn Appliances, Inc. (“Conn’s”), 3295 College Street, Beaumont, Texas 77701 1-800-280-1514.

In consideration of the amount paid on the invoice for this Agreement, and except as hereinafter provided, should Your Product require replacement, We will make the necessary replacement of the Product identified on the invoice referenced above, of which this Agreement is an integral part, as provided below in Paragraph 3.

“Replacement” means the exchange of a defective Product with a new product of equal or similar features and functionality up to the purchase price of the original Product. We reserve the right to select the manufacturer and model of the replacement product.

**THIS REPLACEMENT PLAN AGREEMENT IS EFFECTIVE DURING THE TERM OF THE MANUFACTURER’S WARRANTY, AND THEREAFTER UNTIL THE END OF THE AGREEMENT TERM; IT DOES NOT REPLACE THE MANUFACTURER’S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER’S WARRANTY.**

### TERMS AND CONDITIONS

- 1) **Term:** For the Replacement Product Plan, the term of this Agreement begins on the date of purchase and continues for a period of 2 years or until a claim is paid, whichever occurs first. The amount paid for this Agreement is stated on Your invoice.
- 2) **Coverage:** We will replace the Product, as specified in Section 3, when required due to a mechanical or electrical breakdown during normal usage, including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered.
- 3) **Replacement:** If Your Product requires replacement, return it to Conn’s nearest retail store for determination that Your Product is defective and requires replacement. If there is a dispute as to whether Your Product is defective and requires replacement, then You and **FWSC** will determine Your rights under this Agreement as described in Paragraph 11 or 12 below. If it is determined that Your Product requires replacement, then the provisions of Paragraph 5 shall be followed.
- 4) **LTO Arrangement:** If You acquired the Product and this Agreement through a lease under a LTO Arrangement, You are entitled to all non-cash benefits under this Agreement until You acquire full ownership of this Agreement and the Product. Until You acquire full ownership of this Agreement and the Product, any rights to a cash settlement or cancellation refund under this Agreement will belong exclusively to the Lessor. Upon acquiring full ownership of this Agreement and the Product, You are entitled to all benefits under this Agreement.
- 5) **Limit of Liability:**

The Limit of Liability under this Agreement is the purchase price of the original Product. At the discretion of **FWSC**, We may elect to replace a covered item or issue a store credit for the purchase price of Your item rather than repair it. The decision to replace or issue credit rather than repair items is solely Our option. Should We choose to replace an item, the replacement will be the base model that meets all applicable federally mandated minimal manufacturers’ standards, performs the same primary function, and has a capacity comparable with the covered item, when available at Conn’s.

- With respect to all clearance, close-out, scratch and dent or “as is” purchases, if We elect to replace an item rather than repair, store credit may be provided in the amount of the original purchase price for You to reselect a similar product from a Conn’s.

- With respect to appliances and consumer electronics, We will make reasonable efforts to provide replacement items of similar mechanical capabilities and/or efficiency of the original unit, when available at Conn’s. We are not liable to provide exact match in color, dye, lot, material, type or brand. If We determine

that the defective item or a comparable item is no longer available at Conn's, at Our discretion, We may elect to give you a store credit. In such cases, the amount of such credit shall be equal to the original purchase cost of the defective item. For any replacement system, We are not responsible for the cost of the construction, modifications, or carpentry made in order to accommodate the replacement, nor for any costs to upgrade or modify items for any reason.

- With respect to all furniture, We will make reasonable efforts to provide an exact match, when available at Conn's. We are not liable to provide exact match in color or dye to address potential fading of other furniture pieces which have occurred over time. If the defective furniture item is no longer available at Conn's, at Our discretion, We may give You a store credit. In such cases, the amount of such credit shall be equal to the original purchase cost of the defective item.

**The Limit of Liability terms stated above are further subject to the LTO Arrangement terms found in section 4 above.**

- 6) **Rights to Replaced Product:** All defective Products will become Our property, should We elect to exercise Our rights to the property.
- 7) **Exclusions:** This Agreement **excludes**, (a) periodic checkups and/or preventative maintenance as directed by the manufacturer except as provided herein; any deficiencies noted on the invoice; (b) parts or repairs due to normal wear and tear unless tied to a breakdown and items normally designed to be periodically replaced by You during the life of the Product, including but not limited to batteries, light bulbs, etc.; (c) damage, abuse, misuse, accidental damage, mishandling, introduction of foreign objects into the Product; (d) unauthorized modifications or alterations to a Product; (e) failure to follow the manufacturer's instructions; (f) external causes including third party actions, fire, theft, insects/rodents, animals, exposure to weather conditions, earthquake, sand, dirt, hail, windstorm, flood, water, acts of god; (g) consequential loss of any nature; (h) loss or damage caused by war, invasion or act of foreign enemy, hostilities, rebellion, riot, civil war, strike labor disturbance, lockout, or civil commotion; (i) incidental, consequential or secondary damages or delay in rendering service under the Agreement, or loss of use during the period that the Product is at an authorized service center or otherwise awaiting parts; (j) any product used in a commercial setting or rental setting, other than in Your personal residential rental setting for personal or household use; (k) failures that occur outside the 50 states of the United States of America; (l) nonfunctional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets, scratches, peeling and dents; (m) unauthorized repairs and/or parts; (n) cost of installations, set-up, diagnostic charges, removal of reinstallation of the Product, except as provided herein; (o) accessories used in conjunction with a Product; (p) any loss other than a covered breakdown of the Product; (q) service where no problem can be found; (r) breakdown which are not reported within the term of the Agreement; (s) failure as a result from rust or corrosion on any Product or part; (t) damage to clothing; (u) water and gas lines beyond the Product; (v) damage incurred while moving the Product to another location; (w) reimbursement of food loss due to natural spoilage or caused by misuse of the Product; (x) any storage media damaged by a malfunctioning part; (y) improper installation of components or peripherals; (z) repair or replacement of upgraded internal computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; (aa) burned in phosphor in CRT or any other type of display; (bb) application programs, operating software or other software, loss of data or restorations of programs that You were responsible for back up prior for commencement of repair; (cc) corruption of any program, data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; (dd) color fading of picture for any television; (ee) plasma televisions in use at or above 6000 ft. above sea level; (ff) burned-in phosphor (including image ghosting), pixel burnout not in accordance with the manufacturer's specifications; (gg) pre-existing conditions.
- 8) **Cancellation:** You have the right to cancel at any time by contacting Conn's at a retail store or by writing to Conn's at 3295 College Street, Beaumont, TX 77701 or by email as provided at Conn's at [www.conns.com](http://www.conns.com). If You cancel Your Agreement within 30 days of receipt of Your Agreement, You can return to the Retailer for a full refund. If You cancel after 30 days of receipt of Your Agreement, please contact the Administrator. You will receive a pro-rata refund based on the time expired less a \$25 cancellation fee, or 10% of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud or material misrepresentation by You in obtaining this Agreement or in presenting a claim for Product replacement, or non-payment by You; or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. If We cancel, the return premium is based upon 100% of the unearned pro-rata premium.

**The Cancellation terms stated above are further subject to the LTO Arrangement terms found in section 4 above.**

- 9) **Transfer:** This Agreement is transferable with the Product by the original purchaser for the balance of the original replacement plan agreement protection period; or, under a LTO Arrangement, by the original Lessee who has acquired full ownership of this Agreement and the Product. The Product may be registered by mailing information to the Administrator, including the agreement reference number, date of new ownership, new owners name, complete address, and telephone number.
- 10) **Renewals:** This Agreement is not renewable.
- 11) If You and **FWSC** through its Administrator cannot agree to a satisfactory resolution of any dispute regarding the repair of the Product covered by this Agreement, after the completion of the process described in Item 5 of this Agreement, and after reasonable efforts on the parts of You and **FWSC** through its Administrator to resolve any remaining issues, OR if You feel that **FWSC** or its Administrator is not

complying with its obligations under this Agreement, the following actions are available to You under the terms of this Agreement. If You do not understand these provisions and actions We recommend You seek advice of an attorney to assist You in understanding Your rights of enforcement of the terms of this Agreement.

#### NOTICE OF ARBITRATION AGREEMENT

This Agreement provides that all disputes between You and Us will be resolved by mediation or BINDING ARBITRATION.

You thus GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend Your rights under this contract (EXCEPT for matters that may be taken to SMALL CLAIMS COURT).

- \* Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.
- \* You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.
- \* Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.
- \* You may, but are not required, to have an attorney for mediation or arbitration.

#### FOR MORE DETAILS,

- \* Read the Dispute Resolution Section below
- \* Call the American Arbitration Association at 1-800-778-7879
- \* To request mediation or arbitration, check out the American Arbitration Association's Web Site at [www.adr.org](http://www.adr.org)

#### 12) THE DISPUTE RESOLUTION PROGRAM (MEDIATION AND ARBITRATION)

As used in this Provision, "You" and "Your" mean the person or persons named in this Agreement, and all of his/her heirs, survivors, assigns and representatives. And, "We" and "Us" shall mean the Obligor identified above and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products (including without limitation Conn's), and all of the dealers, licensees, and employees of any of the foregoing entities

Any and all disputes arising out of or relating to this Agreement or any prior agreement between the parties, including without limitation the breach of any such agreement(s), shall be resolved exclusively in accordance with the Dispute Resolution Program, the last step of which is binding arbitration before a single arbitrator.

The parties shall first attempt to resolve any dispute informally through negotiation. In the event such efforts fail, either party may demand mediation by serving written notice on the other. Mediations shall be administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures, available from the AAA at the phone and website listed above. The mediation shall take place at a mutually convenient time and place or, should the parties fail to agree, at any time and place designated by the mediator in accordance with the Commercial Mediation Procedures.

If mediation does not resolve the dispute or mediation is not demanded, any and all disputes shall be resolved either by 1) binding arbitration before a single arbitrator or 2) if the dispute is within the scope of its jurisdiction, a small claims court. Arbitrations shall be administered by the AAA in accordance with its Expedited Procedures of the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes in effect at the time the claim is filed with the AAA. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879 or visiting the AAA's Web Site at [www.adr.org](http://www.adr.org). The fees for the arbitration will be set by the arbitrator in accordance with the Supplemental Procedures for Consumer-Related Disputes. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. **THE ARBITRATOR IS EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN COURT UNDER LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION REMEDIES UNDER ANY APPLICABLE CONSUMER PROTECTION STATUTE.** The arbitration shall take place at a mutually convenient location or, should the parties fail to agree, at any time and place designated by the arbitrator in accordance with the Supplemental Procedures for Consumer-Related Disputes. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision, except that in no event shall this Provision be amended or construed to permit class arbitration or arbitration on behalf of any individual other than You.** This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Agreement.

You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.

**You and We Understand and agree that because of this arbitration provision neither You nor Us will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.**

- 12) **Deductible:** There is no deductible for this Agreement.
- 13) **Owners Obligation:** You have a duty to protect the Product against further damage and comply with the instructions on the owner's manual.
- 14) **The following state specific requirements apply if Your Agreement was purchased in one of the following states and supersede any other provision herein to the contrary:**

**Notice for Alabama residents: Insurance:** The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. **Free Look:** You may, within 20 calendar days of receipt or 10 days of delivery of the Agreement, reject and return this Agreement. Upon return of the Agreement within the applicable time period, if no claim has been made, You will be refunded the full purchase price. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Agreement. This provision applies only to the original purchaser of this Agreement. The following is added to the **Cancellation** provision: No claim incurred or paid shall be deducted from any Cancellation refund, regardless of who initiates the Cancellation. Prior notice of Cancellation is not required if the reason for Cancellation is nonpayment of the Provider fee or material misrepresentation. Notice of Cancellation shall state the effective date and reason for cancellation.

**Notice for Arizona residents:** The following is added to the **Cancellation** provision: No claim incurred or paid will be deducted from any cancellation refund, regardless of who initiates the cancellation. We will not cancel or void this Agreement due to pre-existing conditions, prior use, or unlawful acts relating to the Product or misrepresentation by the Administrator or its subcontractors. The following is added to **THE DISPUTE RESOLUTION PROGRAM (MEDIATION AND ARBITRATION)** provision: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44<sup>th</sup> Street, 2<sup>nd</sup> Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs.

**Notice for Colorado residents: Insurance:** The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The **Cancellation** provision is amended as follows: If We cancel this Agreement, You will be provided with a written notice at least 30 days prior to cancellation at Your last known address, stating the effective date and reason for cancellation. Prior notice is not required if this Agreement is canceled for nonpayment by You, a material misrepresentation by You, or a substantial breach by You relating to the Product or its use. **Free Look:** You may within 20 calendar days of mailing of the Agreement, or 10 days if delivered at time of sale, reject and return this Agreement. Upon return of the Agreement within the applicable time period, if no claims have been made, You will be refunded the full Agreement price. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of the Agreement. The provision applies only to the original purchaser.

**Notice for Georgia residents: Insurance:** The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. This Agreement does not provide coverage for any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement. This Agreement shall be non-cancelable by the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. The **Cancellation** provision is deleted and replaced with the following: You have the right to cancel at any time by contacting Conn's at a retail store or by writing to Conn's at 3295 College Street, Beaumont, TX 77701 or by email as provided at Conn's at [www.conns.com](http://www.conns.com). If You cancel Your Agreement within 30 days of receipt of Your Agreement, You can return to the Retailer for a full refund. If You cancel after 30 days of receipt of Your Agreement, please contact the Administrator. You will receive a pro-rata refund. We may not cancel this Agreement except for fraud or material misrepresentation by You in obtaining this Agreement or in presenting a claim for Product replacement, or non-payment by You. Notice of such cancellation will be in writing and mailed to You at Your last address known to Us at least 30 days prior to cancellation, stating the effective date of cancellation and reason for cancellation. If We cancel, the return premium is based upon 100% of the unearned pro-rata premium. If cancelled by Us and We fail to refund the unearned pro-rata Agreement purchase price by the cancellation effective date, We shall pay You a penalty equal to 25% of the unearned Agreement purchase price and interest equal to 18% per annum until such time that proper return is made, which penalty and interest must be paid at the time the return is made; provided however, the maximum amount of such penalty and interest shall not exceed 50% of the amount of the refund due. The penalty does not apply to nonpayment by You. Failure to provide such refund shall not invalidate the notice of cancellation. No claim incurred or paid nor any cancellation or administrative fees shall be deducted from any refund owed. **NOTICE OF ARBITRATION AGREEMENT AND THE DISPUTE RESOLUTION PROGRAM (MEDIATION AND ARBITRATION)** provisions are deleted in its entirety.

**Notice for Louisiana residents: NOTICE OF ARBITRATION AGREEMENT AND THE DISPUTE RESOLUTION PROGRAM (MEDIATION AND ARBITRATION)** provisions are deleted in its entirety.

**Notice for New Mexico residents:** The purchase of this Agreement is not required in order to purchase any Products. **Free Look:** You may, within 20 days of the date mailed or 10 days of delivery of the Agreement, reject and return this Agreement. Upon return of the Agreement within the applicable time period, if no claim has been made, the Agreement is void and You will be refunded the full purchase price. A 10% penalty of the purchase price will be added to the refund for each 30-day period or portion thereof that the refund, and any accrued penalties, is not paid or credited within 45 days after return of the Agreement. This provision applies only to the original purchaser of this Agreement. The following is added to the **Cancellation** provision: We may not cancel this Agreement once it has been in effect for 70 days, except for the following conditions: failure by You to pay the Agreement Price; the conviction of You of a crime which results in an increase in the service required under the Agreement; fraud or material misrepresentation by You in purchasing the Agreement or obtaining service; the discovery of an act or omission, or a violation of any condition of the Agreement by You which substantially and materially increases the service required under the Agreement; or a material change in the nature or extent of the service required under the Agreement which occurs after the purchase of the Agreement and substantially and materially increases the service required beyond that contemplated at the time of purchase. This provision applies only to the original purchaser.

**Notice for Nevada residents: Insurance:** The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. **Free Look:** You may, within 20 days of receipt or 10 days of delivery of the Agreement, reject and return this Agreement. Upon return of the Agreement within the applicable time period, if no claim has been made, You will be refunded the full purchase price. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Agreement. This provision applies only to the original purchaser of this Agreement. If this Agreement is returned within the first 30 days of purchase and a refund is not credited within 45 days after the return, We shall pay the holder a penalty of 10% of the purchase price for each 30 day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. The following is added to the **Cancellation** provision: The purchase of the Agreement as a condition of approval of a loan or the purchase of goods is not permitted. No claims or repairs incurred may be deducted from any refund. If We cancel, We will not deduct a cancellation fee. We may not cancel this Agreement once it has been in effect for 70 days, except for the following conditions: failure by You to pay the Agreement Price; the conviction of You of a crime which results in an increase in the service required under the Agreement; fraud or material misrepresentation by You in purchasing the Agreement or obtaining service; the discovery of an act or omission, or a violation of any condition of the Agreement by You which substantially and materially increases the service required under the Agreement; or a material change in the nature or extent of the service required under the Agreement which occurs after the purchase of the Agreement and substantially and materially increases the service required beyond that contemplated at the time of purchase. This provision applies only to the original purchaser. **Exclusion (d)** is deleted and replaced with the following: This Agreement will not cover any unauthorized or non-manufacturer-recommended modifications to the Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Agreement will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Agreement.

**Notice for North Carolina residents: Insurance:** The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The Purchase of this Agreement is not required either to purchase or obtain financing for the Product. The following is added to the **Cancellation** provision: We may not cancel this Agreement except for fraud or direct violation of the Agreement by You.

**Notice for Oklahoma residents: Notice:** Coverage afforded by this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. The Obligor of this Agreement is Assurant Service Protection, Inc., P. O. Box 105689, Atlanta, GA 30348-5689. Oklahoma license number for Assurant Service Protection, Inc. is 862541. **Insurance:** The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-800-852-2244. The **Cancellation** provision is deleted and replaced with the following: You have the right to cancel at any time by contacting Conn's at a retail store or by writing to Conn's at 3295 College Street, Beaumont, TX 77701 or by Email as provided at Conn's at www.conns.com. If You cancel Your Agreement within 30 days of receipt of Your Agreement, and no claims have been paid, You can return to the Retailer for a full refund. If You cancel after 30 days of receipt of Your Agreement, or have made a claim within the first 30 days, please contact the Administrator. You will receive a pro-rata refund based on 100% of the unearned pro rata premium, less (a) 10% of the unearned pro rata premium or \$25, whichever is less and (b) the actual cost of any service provided under this Agreement. We may not cancel this Agreement except for fraud or material misrepresentation by You in obtaining this Agreement or in presenting a claim for Product replacement, or non-payment by You; or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. If We cancel, the return premium is based upon 100% of the unearned pro-rata premium, less any claims that have been paid. **NOTICE OF ARBITRATION AGREEMENT AND THE DISPUTE RESOLUTION PROGRAM (MEDIATION AND ARBITRATION)** provisions are deleted and replaced with the following: **NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.** Disputes under this Agreement shall be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration.

Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Agreement for any added requirements in Your state. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**Notice for South Carolina residents: Insurance:** The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. **Free Look:** You may, within 20 calendar days of mailing of this Agreement, or 10 days if delivered at time of sale, reject and return this Agreement. Upon return of this Agreement within the applicable time period, if no claims have been made, You will be refunded the full purchase price. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of this Agreement. This provision applies only to the original purchaser. **Notice:** If We do not timely resolve such matters within 60 days of proof of loss, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, or (800) 768-3467. The **Cancellation** provision is amended as follows: Notice of cancellation shall state the effective date and reason for cancellation.

**Notice for Texas residents:** All references to Service Administrator are amended to include the following: The Administrator Registration Number for Conn Appliances is 140. **Notice:** If You have complaints or questions regarding this Agreement, You may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, Post Office Box 12157, Austin, Texas 78711; 512-463-6599 or 800-803-9202. **Insurance:** The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is provided to You by Us before the 61<sup>st</sup> day after proof of loss has been filed, or if a refund or credit is not paid before the 46<sup>th</sup> day after the date which the Agreement is cancelled, You may apply directly to American Bankers Insurance Company of Florida. The purchase of this Agreement is not required in order to purchase or obtain financing. The following is added to the **Cancellation** provision: Prior notice is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use. We will pay a penalty of 10% per month on any cancellation refund that is not paid or credited within 45 days after return of the Agreement to Us. This right to cancel applies only to the original purchaser of the Agreement and is not transferable.

**Notice for Virginia residents: Insurance:** The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

If You have any complaints that are not resolved by **FWSC** or its Administrator, You may contact Your local Better Business Bureau or the Office of the Attorney General of Your state of residency:

<http://www.aldoi.gov/>; [www.azag.gov/](http://www.azag.gov/); [www.colorado.gov/](http://www.colorado.gov/); <http://www.oci.ga.gov/>; [www.ag.state.la.us/](http://www.ag.state.la.us/);  
<http://www.mid.ms.gov/>; [www.nmag.gov/](http://www.nmag.gov/); <http://ag.nv.gov/>; <http://www.ncdoi.com/>; [www.oag.state.ok.us/](http://www.oag.state.ok.us/);  
<http://doi.sc.gov/>; <http://www.tn.gov/insurance/>; [www.TexasAttorneyGeneral.gov/](http://www.TexasAttorneyGeneral.gov/); or <http://www.scc.virginia.gov/boi/>.

**Customer signature acknowledging receipt and their understanding of this Agreement is on the invoice referenced above to which this Agreement is attached.**