

**SEWER LINE PROTECTION PROGRAM
TERMS AND CONDITIONS**

1. What Is This Agreement?

This is an Agreement (this “Agreement”) between Oncourse Home Solutions, LLC (“Company”), located at 1415 W Diehl Rd, Suite 270, Naperville, IL 60563, and the person named in the confirmation letter (“Confirmation Letter”) that came with this Agreement (“You” or “Your”). It requires Company to pay for certain repairs to the property named in the Confirmation Letter (“Your Home”). This Agreement is administered by American Water Resources, LLC, (“the Administrator”) located at 1415 W Diehl Rd, Suite 270, Naperville, IL 60563 and who can be reached at 1-855-705-8434. The Administrator will act on behalf of Company and is responsible for managing this Agreement, including processing claims and handling customer inquiries. It is not an insurance contract. Please read it and keep it. Company’s obligations under this Agreement are backed by the full faith and credit of Company and not guaranteed under a service contract reimbursement policy, unless otherwise stated in Section 33. **Please see Section 33 for additional information applicable to Your State. Certain repairs and events are not covered by this Agreement. Please refer to the exclusions listed in Section 7 of this Agreement. SECTION 27 OF THIS AGREEMENT AFFECTS YOUR RIGHTS BY REQUIRING THAT DISPUTES BE RESOLVED INDIVIDUALLY IN BINDING ARBITRATION OR SMALL CLAIMS COURT. SMALL CLAIMS COURT CASES ARE RESOLVED BY A JUDGE WITHOUT A JURY. ARBITRATIONS ARE RESOLVED BY AN ARBITRATOR WITHOUT A JUDGE OR JURY. BOTH INVOLVE LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.**

2. When Does Your Protection Start? Company will pay for covered repairs on or after the effective date stated in the Confirmation Letter (“Effective Date”), which will be thirty (30) days after Company processes Your enrollment (“Enrollment Date”). If You do not cancel this Agreement before the Effective Date, You will have accepted its terms and conditions.

3. When Does Your Protection Stop? The initial term of this Agreement is one year (365 days) from the Enrollment Date. **IF YOU HAVE AUTHORIZED RECURRING PAYMENTS OF THE PROGRAM FEE (AS DEFINED BELOW), THIS AGREEMENT WILL CONTINUE TO AUTOMATICALLY RENEW AT THE THEN-CURRENT RATES, AT COMPANY’S DISCRETION, FOR AN ADDITIONAL ONE-YEAR TERM UNLESS YOU OR COMPANY HAVE CANCELLED THIS AGREEMENT.**

If You pay by non-recurring check, Company will send You a notice requesting that You renew this Agreement for an additional one-year term. Each one-year period will be treated as a new one-year term under this Agreement.

4. What Homes Are Protected? Company will only pay for repairs under this Agreement if:

- A. You own Your Home; and**
- B. Your Home is occupied, habitable, and receiving utility services; and**
- C. Your Home consists of no more than 1 dwelling unit and is used for residential purposes only; and**
- D. You are responsible for maintaining Your Home’s Sewer Line; and**
- E. You are not 30 days or more past**

due on any amount owed to Company or its independent contractors.

If at any time You are not eligible for protection, Company will not pay for any repairs under this Agreement. If You have another service or insurance contract that gives You the same benefits as this Agreement, You may cancel this Agreement.

5. What Lines or Systems Are Protected?

Your “Sewer Line”: Your Sewer Line is Your lateral sewer service line from the exterior wall of Your Home to the connection with Your sewer utility’s main or Your septic tank. It does not include a private main or trunk line, Your sewer main tap/saddle or Your septic tank or its components or attachments.

6. What Repairs Are Covered?

Subject to the terms and conditions of this Agreement, Company will pay to repair a clogged or blocked Sewer Line if it: (1) occurred on or after the Effective Date; and (2) resulted from normal wear and usage. If applicable, Company will also provide the basic restoration of excavated areas as described in Section 10.

7. What Repairs Are Not Covered?

Company will not pay for any of the following:

- Your Sewer Line:**
- Any pre-existing condition to Your Sewer Line that occurred prior to the Effective Date.
 - Repairing anything caused by You or any third parties.
 - Repairing anything in any property that is not habitable due to infestation, renovation, remediation, construction or lack of utility services.
 - Repairing anything caused by natural acts or disasters, such as earthquakes, floods, landslides, or sinkholes.
 - Repairing anything caused by defective materials, such as material that has been the subject of a recall or class action litigation.
 - Repairing anything caused by improper design or installation of Your Sewer Line (e.g. bellied lines, back-pitched lines).
 - Removing and/or resetting a toilet in order to access Your Sewer Line.
 - Repairing any leak or break of Your Sewer Line if there is no clog or blockage.
 - Repairing any section of Your Sewer Line located inside Your Home.
 - Repairing any non-conforming drain line, such as a basement or storm drain system, connected to Your Sewer Line.
 - Repairing any septic tank or its components or attachments, such as a pump or grinder.
 - Repairing or installing any devices connected to Your Sewer Line, such as backflow preventers, clean outs, lift stations or pumps.
 - Repairing anything required by any local, state or federal agency inspection, unless otherwise covered by this Agreement.
 - Repairing any openings made in walls, ceilings or surfaces inside Your Home for Company’s independent contractor to access Your Sewer Line.
 - Repairing any private mains or trunk lines that connect to Your Sewer Line.
 - Repairing any third party’s sewer line that is attached to Your Sewer Line.
 - Restoring any buildings, garages, sheds, steps, fences, retaining walls, porches or other structures.
 - Restoring any gardens, shrubs, or trees.
 - Restoring any sidewalks, driveways,

roads or other paved surfaces that are not required by permit to be repaired, except for cold patching of private paved surfaces as described in Section 10.

- Restoring any sprinkler or irrigation systems, ponds, streams, fountains waterfalls or other water structures.
 - Moving any water meter or sewer meter at the time of repair, unless required by code.
 - Moving any section of Your Sewer Line.
 - Updating any free-flowing section of Your Sewer Line to meet code, law or ordinance requirements.
 - Removing any items necessary to access Your Sewer Line, such as steps, fences, porches, retaining walls, trees, debris, trash, rocks, cars or other permanent or temporary structures.
 - Removal or shoring of utility poles to access Your Sewer Line.
 - Remediating or cleaning any hazardous substance or pollutant, such as mold or asbestos.
 - Thawing any frozen section of Your Sewer Line.
 - Costs associated with opening and closing any portion of Your Home’s foundation or slab to access Your Sewer Line.
 - Costs associated with traffic control (e.g. flag men, police).
 - Repairing, replacing or cleaning any portion of Your Home or its contents that are damaged by a clog or blockage to Your Sewer Line.
 - Paying any costs caused by a clog or blockage of Your Sewer Line, such as lost water costs, relocation costs, storage costs or temporary housing costs (except for the Hotel/Boarding Reimbursement defined below).
 - Paying any damages caused by a clog or blockage to Your Sewer Line, such as lost time, lost use of Your Home or its contents or any damages due to any special circumstances or conditions.
- 8. What Is Your Protection Limit?**
- Your Sewer Line Protection Limit.** Company will pay up to \$12,500 per occurrence to repair Your Sewer Line and refill, rake and reseed any unpaved areas and cold patch with asphalt any private paved surfaces outside Your Home that Company’s independent contractor excavated in order to access Your Sewer Line. If a necessary permit requires a public sidewalk or public road to be cut, excavated and repaired in order to access your Sewer Line, Company will pay up to \$12,500 per occurrence to cut, excavate and repair the same section of public sidewalk or public road. The protection limits for Sewer Line repairs and road repairs are separate and distinct.
- Hotel and Pet Boarding Credit and Reimbursement Process.** If Your repair is covered under this Agreement and Your Home is uninhabitable because Your Sewer Line is unusable and you vacate Your Home as a result, upon advance authorization by Company, Company will reimburse You up to \$1,500 for reasonable hotel accommodations and up to \$500 for boarding of Your house pets once per occurrence (“Hotel/Boarding Reimbursement”). To qualify for the Hotel/Boarding Reimbursement, You must request (i) authorization from Company in advance and (ii) a reimbursement form by calling 1-833-367-9962 and return the reimbursement form to Company with a copy of Your receipts for any reasonable hotel and/or pet boarding stay within 30

days after Your covered Sewer Line repair is completed. All receipts must be on business letterhead including name, address and telephone number of the business. You must meet all the above requirements to be eligible for the Hotel/Boarding Reimbursement.

COMPANY WILL NOT REIMBURSE YOU FOR HOTEL AND/OR PET BOARDING WITHOUT COMPLETION OF THE INDICATED REIMBURSEMENT PROCESS AS STATED ABOVE.

9. Can You Exceed Your Protection Limit?

If repair costs will exceed the applicable protection limit, You will be notified before the work is performed. You will be responsible for any costs in excess of your protection limit.

10. How Can You Get Service?

Your Sewer Line. If there is a clog or blockage of Your Sewer Line, You may contact Company toll-free at 1-833-367-9962. If You do, Company will dispatch an approved independent contractor to Your Home for service or repairs covered under this Agreement. Company's independent contractor will first attempt to clear the clog or blockage via a clean-out. If no clean-out is present, the contractor will attempt to clear the line from the access point closest to the foundation wall or basement drain inside Your Home. If it is cleared, no other repairs will be made.

Company's independent contractor will obtain any necessary permits before work begins. Company will make commercially reasonable efforts to complete repairs with minimal impact to Your Home. If Company's independent contractor must excavate any areas outside Your Home in order to access Your Sewer Line, they will refill, rake and reseed any unpaved area and cold patch with asphalt any private paved surfaces once per occurrence. Private paved surfaces will be cold-patched with asphalt once per occurrence. Public paved surfaces that are required by permit to be restored, including public roadways, sidewalks, curbing and driveway aprons, will be restored in accordance with County, City and/or State rules and regulations once per occurrence. If soft landscaping must be disturbed to complete a covered repair, Company's independent contractor will reinstall the original soft landscaping. Company cannot guarantee that reinstalled shrubbery, plants, small trees, bushes or flowers will survive the repair and restoration process. If adverse weather conditions occur, it may take up to 4 months for restoration to be completed. No other site restoration will be performed. All site restoration is subject to the protection limits set forth in Section 8 of this Agreement.

11. Can Company Get A Second Opinion? Company may get a second opinion from an independent contractor of its choosing. If it does, it will apply the cost of obtaining the second opinion toward Your protection limit.

12. Can You Hire Your Own Contractor?

Company will not pay any costs incurred, or fix any repairs made by You or any contractor You hire without Company's prior authorization.

13. Must You Cooperate With Company? You must cooperate with Company and its independent contractors, for example by: (i) providing additional information or documentation that Company may need; (ii) obtaining permission for Company's independent contractor to access property You do not own; (iii) providing access to

Your Sewer Line and plumbing connections, such as to the cleanout or, if a cleanout is not installed, to another access point if needed to clear or jet a sewer line blockage; and (iv) providing Company's independent contractor reasonable and safe access to, and safe working conditions at and around, Your Home.

14. Is There A Service Fee?

There is no service fee applicable for repairs to Your Sewer Line

15. Is There An Annual Fee?

You must pay Company an annual program fee ("Program Fee") for each term of this Agreement on a monthly or annual basis. The initial Program Fee is stated on Your Confirmation Letter. Company may change the Program Fee as set forth below in Section 22.

16. How Are Your Payments Made?

Company may collect Your Program Fee in any manner accepted by Company from time to time. Payments are subject to Your authorization of such payment and payment method at the time of enrollment and any time You update Your payment method, including providing a backup payment method.

• **Utility Bill.** If the option is available, You may add Your Program Fee to Your utility bill in equal periodic installments. Partial payments will be applied to Your utility bill first and Program Fee last. Failure to pay Your Program Fee will not affect Your utility services. No special arrangement You make with Your utility regarding Your utility bill will affect Your obligation to pay Company in a timely manner.

• **Backup Payment Method.** You may elect to provide a backup payment method, which will be used in accordance with the authorization You provide in the event Your primary payment method is no longer available or functional.

• **Transfer to Utility Bill.** If the option is available, Company may notify You that it will begin collecting subsequent Program Fees by adding them to Your utility bill. If Company does, You may reject that change by calling Company toll-free at 1-833-367-9962 or mailing Company at P.O. Box 4950, Naperville, Illinois 60567-4950 prior to the change. If You do not, You authorize Company to add Your Program Fees to Your utility bill.

17. When Will Company Collect Taxes?

You must pay all applicable state and local taxes when You pay Your Program Fee.

18. When Will You Get A Refund?

You will receive a full refund of any Program Fees paid by You if You cancel within 30 days of the Effective Date and never receive service on a claim. If You cancel within 30 days of the Effective Date and received service, or after 30 days, Company will provide the following:

i. Agreements Paid Annually. This Agreement will terminate at the end of the monthly billing period of Your cancellation request. You will receive a pro rata refund of Your annual Program Fees less the cost for any services provided to You.

ii. Agreements Paid Monthly. This Agreement will terminate at the end of the monthly billing period.

19. Is This The Whole Agreement?

This Agreement, Your Confirmation Letter and Your enrollment form(s) are the entire agreement between You and Company. They supersede and replace any prior agreements and understandings between You and Company concerning their subject matter.

20. Are These Headings Part Of This Agreement?

The headings are not a part of this

Agreement. They are for convenience only.

21. Can This Agreement Be Severed?

Except as provided in Section 27(G), a court, agency or arbitrator of competent jurisdiction may sever any provision of this Agreement if it is necessary to preserve the remainder of this Agreement.

22. Can This Agreement Be Changed?

You may not change to the terms and conditions of this Agreement. Company may change or make additions to the terms and conditions of this Agreement. Company will give You written notice of changes in a manner consistent with applicable law, including on Your bill, with Your bill, by mail or by email. If You do not like the changes, You may cancel this Agreement. If you do not cancel this Agreement, the change will become effective 30 days after Company sends You notice. The current terms and conditions can be viewed on Company's website at www.ONCOURSE.com/Terms.

23. Can This Agreement Be Cancelled?

You may cancel this Agreement at any time by calling Company toll-free at 1-833-367-9962 or by mailing notice to Company at 1415 W Diehl Rd, Suite 270, Naperville, IL 60563. Your cancellation will be effective on the last day of Your monthly billing period. Company may cancel this Agreement: (1) upon 60 days' written notice to You for any reason; or (2) without notice to You if You are ineligible for protection, are 30 days or more past due on any amount owed to Company or its independent contractors or misrepresented any material facts when You entered into or requested service under this Agreement. Company's notice of cancellation is effective when sent.

24. Can This Agreement Be Transferred?

If You move to a new home, Company may transfer this Agreement or set up new coverage for You. Company reserves the right to inspect the products and systems in Your new home before coverage becomes effective. Company may assign this Agreement to a third party. You may transfer this Agreement only with Company's consent. If You pay Your Program Fee on Your utility bill, and You move to a new home serviced by the same utility, Company may transfer this Agreement or issue You a new agreement at Your new home and provide You with notice of such transfer. If Company transfers this Agreement or issues, You a new agreement and You do not want coverage at Your new home, You can contact Company to cancel as described in Section 23.

25. What Warranties Does Company Make?

Company warrants that covered repairs made by its independent contractors will comply with applicable plumbing codes and manufacturer's specifications and be free from defects in material and workmanship for one year from the date of the repair; provided, however, that this warranty does not apply to sewer line clearings (e.g. snaking or jetting a sewer line). The exclusive remedy for this warranty is that Company's independent contractors will, at Company's option, fix or replace the repair or material. Company makes no other express warranties in this Agreement. Company disclaims any implied or statutory warranties other than the implied warranty of good faith and fair dealing. The duration of any implied or statutory warranty is limited to the duration of this express warranty. These limitations

and disclaimers shall survive the cancellation of this Agreement. This limited warranty gives you specific legal rights. You may have other rights that vary from state to state.

26. When Must Legal Actions Be Commenced?

A. Any legal action (whether in arbitration, small claims court, or otherwise) that arises from a Dispute (as defined in Section 27) must be commenced within one (1) year of the first event that gave rise to the Dispute. Failure to do so waives the right to pursue that claim.

B. Before commencing a legal action, however, You and Company must first try in good faith for at least sixty (60) days to resolve the Dispute through negotiation. To allow time for negotiation, the one-year deadline for commencing a legal action will be tolled for as long as negotiations are ongoing, and in no event less than sixty (60) days following the provision of a valid Notice of Dispute. If the Dispute is not resolved within sixty (60) days of provision of a valid Notice of Dispute, You and Company may commence a legal action concerning that Dispute.

C. To be valid, a Notice of Dispute must include: the name, address, email address, and signature of the party providing notice; the facts giving rise to the Dispute; the damages claimed; and the relief requested. If You are the party providing notice and You have retained an attorney, Your notice must also include a signed statement authorizing Company to disclose Your confidential information to Your attorney in connection with trying to resolve the Dispute.

D. To be valid, a notice to Company must be sent to Company at P.O. Box 4950 Naperville, IL 60567- 4950, ATTN: NOTICE OF DISPUTE. A notice to You must be sent to the email address and billing address associated with Your account.

27. How Must Legal Actions Be Resolved?

A. Definitions. This Section 27 (the “Arbitration Provision”) shall be interpreted broadly. As used in this Arbitration Provision and in Section 26, above, these terms are defined as follows:

i. “Dispute” means any claim or controversy arising from or relating to Your relationship with Company, for example any: (a) theories of liability, whether based in contract, tort, statute, or otherwise; (b) claims that arose before this Agreement; (c) claims that arise after the cancelation or expiration of this Agreement; and (d) claims that are the subject of purported class action litigation. “Dispute” does not, however, include any issues relating to the existence, scope, validity, or enforceability of this Arbitration Provision.

ii. “You” means You and any intended or unintended beneficiaries of Your coverage under this Agreement, including any minors for whom you are a parent or guardian.

iii. “Company” means Oncourse Home Solutions, LLC, and any of its predecessors, successors, assigns, parents, subsidiaries, affiliates, service providers, independent contractors, and third-party beneficiaries of Company’s rights under this Agreement, and each of their officers, directors, employees, and agents.

B. Arbitration or Small Claims Court. All Disputes shall be resolved individually in either (a) binding arbitration or (b) small claims court if the claim is for money damages and the amount claimed is within the jurisdiction of that court. In arbitration, there is a neutral arbitrator rather than a

judge. In arbitration and small claims court, there is no jury and there is less discovery and less appellate review than in court.

C. Procedures for Arbitration.

i. This Arbitration Provision is governed by the Federal Arbitration Act. Arbitrations shall be administered by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (the “AAA Rules”) as modified by the version of this Arbitration Provision that is in effect when Notice of a Dispute is given. The AAA Rules can be obtained from the AAA by visiting its website (www.adr.org) or calling its toll-free number (1-800-778-7879). If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision will govern. If there is a conflict between this Arbitration Provision and the AAA Rules, this Arbitration Provision will govern. If the AAA will not administer an arbitration in accordance with this Arbitration Provision, You and Company will agree on (or if necessary, petition a court of competent jurisdiction to appoint) an arbitration organization that will do so.

ii. If You or Company commence an arbitration without first complying with the notice and negotiation requirements in Section 26, the AAA may not accept, administer, or demand fees from the other party in connection with such an arbitration.

iii. The party commencing an arbitration should follow the instructions on the AAA website, including sending the AAA a “Demand for Arbitration” (available on its website), paying a filing fee, and mailing a copy of the Demand for Arbitration to the opposing party. If You commence the arbitration, You must send a copy to Company at P.O. Box 4950 Naperville, IL 60567- 4950, ATTN: ARBITRATION OF DISPUTE. If Company commences the arbitration, Company must send a copy to the email address and billing address associated with Your account.

iv. By signing or filing a Demand for Arbitration, an attorney or unrepresented party certifies, to the best of his or her knowledge, information, and belief, after an inquiry reasonable under the circumstances, that (a) the Demand for Arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (b) the claims asserted are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (c) the facts alleged have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

v. If multiple arbitrations involving similar claims against Company are pending, You and Company shall jointly petition the AAA to coordinate those matters to promote efficiency. That coordination may include, for example, having similar matters assigned to the same arbitrator (either for all purposes or for the purpose of deciding an issue that turns on the same factual or legal questions) or having pre-hearing discovery apply to multiple matters. Nothing in this paragraph, however, provides any right or authority for a Dispute to be resolved as part of a class action, collective action, or other representative action. (See Section 27(G), below.)

vi. If more than twenty-five (25) arbitrations involving similar claims by or against Company are pending, the AAA shall designate ten (10) cases—either as selected by the parties or, if the parties cannot agree, as selected by the AAA—to

proceed first in a bellwether arbitration, with a single filing fee due for the bellwether proceeding, as if it were a single arbitration. The remaining cases shall not be accepted for filing, and no filing fee shall be due, until the first ten (10) have been resolved and the parties inform the AAA whether there is a global resolution. If the parties have been unable to reach a global resolution, they shall proceed to arbitrate a second set of ten (10) cases; as with the first set of cases, a single filing fee shall be due for the second (and, if necessary, each subsequent) set of cases to be arbitrated. This process shall continue until the parties are able to resolve all claims, either through settlement or arbitration.

vii. Unless You and Company agree otherwise, an arbitration will be conducted by a single arbitrator, and any hearing will take place in the county where You reside.

viii. The arbitrator will issue a written decision that explains the essential findings and conclusions. The arbitrator’s award may be entered in a court of competent jurisdiction only as necessary to enforce the award.

ix. Neither the fact nor the substance of any settlement demand, offer, or negotiation may be revealed to the arbitrator before a final award has been issued.

D. Right to Arbitral Fees and Costs. The payment of the AAA’s fees and costs will be governed by the AAA Rules except as follows:

i. If Company commences an arbitration, Company will pay all of the AAA’s fees and costs.

ii. If You commence an arbitration, comply with the notice and negotiation requirements in Section 26, and request that the AAA waive a fee, and if the AAA chooses not to waive that fee, Company will pay as much of that fee as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive for You as compared to the cost of litigation. If Your representation regarding Your ability to pay was false, however, Company may seek to recover that fee from You. Notwithstanding the foregoing, if more than twenty-five (25) arbitrations involving similar claims by or against Company are pending, the payment of the AAA’s fees and costs will be governed by the AAA Rules.

iii. No matter who commences an arbitration, if the arbitrator finds that a claim was frivolous or asserted for an improper purpose, the party asserting the claim will reimburse the other party for any fees and costs that the party asserting the claim would have been obligated to pay under the AAA Rules.

iv. Notwithstanding any of the foregoing, You may pay up to half of the AAA’s fees and costs if You wish to do so.

E. Right to Attorneys’ Fees and Costs in Arbitration. You may hire attorneys to represent You in arbitration. You are responsible for their fees and costs. You may recover them from Company to the same extent as in court. If the arbitrator finds that a claim was frivolous or brought for an improper purpose, the other party may recover its attorneys’ fees and costs to the same extent as in court.

F. Effect of Rejecting Settlement Offers. If the outcome of a legal action is less favorable to the party seeking relief than a settlement offer that party rejected, that party must pay all of the fees and costs (including reasonable attorneys’ fees) incurred by the other party after the offer was made.

G. Waiver of Class and Representative Actions.

i. **WHETHER IN ARBITRATION OR**

COURT, YOU AND COMPANY WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION, OR OTHERWISE SEEK REDRESS FOR ALLEGED INJURIES TO THIRD PARTIES. This waiver is a material and essential part of this Arbitration Provision and cannot be severed from it.

ii. **WHETHER IN ARBITRATION OR COURT, YOU AND COMPANY WAIVE THE RIGHT TO SEEK PUBLIC INJUNCTIVE RELIEF.** This waiver is not a material or essential part of this Arbitration Provision and can be severed from it by a court of competent jurisdiction. If, after exhaustion of all appeals, such a court refuses to enforce this waiver with respect to a particular claim or request for relief, You and Company will jointly petition the court to decide that claim or request for relief only after all other claims and requests for relief have been decided.

H. Right to Reject This Arbitration Provision. You may opt out of this Arbitration Provision by sending Company written notice by certified mail, postmarked no later than thirty (30) days after the Effective Date, to Company at P.O. Box 4950 Naperville, IL 60567-4950, Attention: Legal Department. Notices not mailed to that address and postmarked by that date will not be effective. Your decision will not adversely affect Your relationship with or service from Company.

I. Right to Reject Changes to this Arbitration Provision. You may reject changes to this Arbitration Provision by sending Company written notice by certified mail, postmarked no later than thirty (30) days after Your first receipt of notice of a change, to Company at P.O. Box 4950 Naperville, IL 60567-4950, Attention: Legal Department. Notices not mailed to that address and postmarked by that date will not be effective. Your decision will not adversely affect Your relationship with or service from Company.

J. Survival. This Arbitration Provision shall survive the cancellation or expiration of this Agreement.

28. Will Legal Actions Be Resolved by a Jury?

WHETHER IN ARBITRATION OR COURT, YOU AND COMPANY WAIVE THE RIGHT TO A TRIAL BY JURY.

29. Will Legal Actions Be Resolved in Class Actions?

WHETHER IN ARBITRATION OR COURT, YOU AND COMPANY WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION, OR OTHERWISE SEEK REDRESS FOR ALLEGED INJURIES TO THIRD PARTIES.

30. What Liability Does Company Have?

You agree that Company, its parents, its successors, its affiliates, its independent contractors, and its and their officers, directors, employees, affiliates, agents and contractors shall not be liable to You or any third party for: (1) any actual losses or direct damages in excess of the lowest applicable per occurrence protection limit set forth above; or (2) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Agreement. These limitations and waivers shall apply to all claims and all theories of liability and shall survive the cancellation of this Agreement.

31. How Can You Contact Company?
Company's goal is to give You the best possible customer service. If You have any questions or complaints, please call Company toll-free at 1-833-367-9962, mail Company at P.O. Box 4950, Naperville, Illinois 60567-4950, or visit Company's website at www.ONCOURSE.com. Telephone calls may be recorded and/or monitored.

32. Does Company have a privacy policy?
You can locate Company's privacy policy at www.ONCOURSE.com.

33. What Law Governs This Agreement?

The law of the state where the Service Address listed in the Confirmation Letter is located shall govern this Agreement and any dispute between You and Company.

Georgia – If Company does not perform a covered repair within sixty (60) days after You request service, or issue a refund owed to You within sixty (60) days after this Agreement is cancelled, You may file a claim directly against Travelers Casualty and Surety Company of America, Enterprise Development, One Tower Square, Hartford, CT 06183. Nothing contained in the Arbitration Provision shall affect Your right to file a direct claim against Travelers Casualty and Surety Company of America pursuant to O.C.G.A. 33-7-6. **Refunds:** The following statements replace the terms of Section 18 above: (a) If You cancel this Agreement within twenty (20) days of the date that Company mailed this Agreement to Your last known address or within ten (10) days of delivery if Company delivered this Agreement to You at the time of sale (collectively the "Free Look Period"), a full refund will be issued to You. (b) If You cancel this Agreement within the Free Look Period and Company does not issue a refund to You within forty-five (45) days of cancellation, an amount equal to ten percent (10%) of the Program Fee being refunded will be added to the amount You are owed for each month that the refund remains unpaid. (c) If You cancel this Agreement after the Free Look Period, one hundred percent (100%) of the unearned pro rata Program Fees will be refunded less a cancellation fee not to exceed ten percent (10%) of the pro rata refund amount. Claims paid may be deducted from the refund amount.

Company may cancel this Agreement only for fraud, material misrepresentation, or failure to pay. If Company cancels this Agreement, You will be provided 30 days written notice regardless of the reason for cancellation; and Company will refund 100% of the unearned pro rata purchase price, less any claims paid. In the event this Agreement is translated to Spanish, should a discrepancy arise between the English and Spanish versions of this Agreement due to issues of interpretation, the English version will take precedence in all cases. **Where this Agreement specifies exclusions (items not covered under this Agreement), please note that only pre-existing conditions known by You shall be excluded.**

The following is added to the Arbitration Provision: The arbitration and dispute resolution provisions of this Agreement are non-binding against Georgia residents and will be interpreted as optional procedures for resolving any customer dispute.