

AUTO PROTECTION PLUS

PAMELA DEBERGHES

5XYKWDA27DG381148

APP52473

\$100

EXCLUSIONARY ADD-ON

08/11/20

142,000

877-850-0443

888-246-2014



The Contract Number
is on the Registration
Page of Your
Contract.

12 MONTH PAINLESS DENT REPAIR (PDR) ADDENDUM

You will be provided with a 12 month Painless Dent Repair Benefit at no cost to you. This benefit is provided by and through Dent Concepts and is a separate Addendum from your Tech Choice vehicle service contract.

The 12 month term for this benefit begins after a mandatory “Waiting Period” of 60 days. 60 days will be added to the term of this benefit from the original Contract Purchase Date. No benefits are payable during the 60 day “Waiting Period”.

To arrange for PDR repair under this Addendum, You must first call 855-424-5373 to obtain prior authorization. Once authorization is granted, You will be contacted by a Dent Concepts certified technician. YOU MAY NOT SEEK SERVICE FROM ANY OTHER VENDOR, OR RECEIVE ANY PROVISION OF SERVICE UNDER THIS ADDENDUM, WITHOUT PRIOR APPROVAL OF DENT Concepts. You may be asked to take Your Vehicle to a participating automobile dealer to obtain service.

We will have fulfilled our obligations after an examination of the vehicle and an explanation is given for any dent(s) not repairable using PDR or if the damaged area cannot be completely repaired by the PDR process. Any damage that the Dent Concepts Certified Technician determines cannot be repaired by the PDR process is excluded from coverage. Dent Concepts retains sole authority to determine whether the damage can be repaired using the PDR process.

Limitations of the PDR process:

ACCESS:

Some examples that limit access to the dent are:

1. Installed custom aftermarket services or equipment which have altered a manufacturer's original specifications/configuration;
2. Manufacturer's bracing;
3. Double metal panels;
4. Other access limitations.

TYPE OF DAMAGE:

Some examples that limit access to the dent are:

1. Damage on or near the edges of an auto body panel may limit the PDR process due to thick bracing, heavy glue or welds.
2. Severe or sharp crease or bends may prevent metal from flexing back to original form.
3. Some body lines or curves in auto panels may prevent metal from flexing back to original form.

4. A large or deep dent may stretch the metal too far and may not allow the metal to return to its original form.
5. Dents exceeding four (4) inches or larger (see exclusions).
6. Dents that would require repainting (see exclusions).
7. Other damage limitations.

EXCLUSIONS:

1. Any dents that existed on your vehicle at the time this Addendum was issued.
2. Loss of use of the vehicle, loss of time, inconvenience, commercial loss, or any incidental or consequential damages.
3. Environmental damage including rust, corrosion, hail damage, and damage from chemicals.
4. Chrome or unpainted portions of the vehicle, plastic, or other non-metal exterior sections of the vehicle body or attached to the vehicle body.
5. Any damage to the interior of the vehicle or the undercarriage of the vehicle.
6. Chips, cracks or other damage to the paint on the surface of the vehicle.
7. Dents or dings on any horizontal panels.
8. Dents, dings or creases that will damage the body or paint finish if the **PDR** system is utilized.
9. Dents or Dings that exceed four (4) inches in diameter
10. Dents or dings that are not capable of being completely repaired using the **PDR** process.
11. Dents or dings that must be repaired using putty, sanding, bonding, primer or paint.

**THIS ENDS YOUR
12-month
PDR Addendum**

AUTO PROTECTION PLUS



PAMELA DEBERGHES

07/11/16

Thank you for choosing Auto Protection Plus. We strive to bring you the very best customer experience while under our care. We understand what an important role your vehicle plays in your daily routine and the stress a breakdown can cause to you and your family. Auto Protection Plus plans include a Rental Car, Towing, 24-Hour Roadside Assistance and Concierge Services to help eliminate these stressful times.

Please take the time to carefully review all of your Auto Protection Plus Vehicle Protection Plan information below to ensure its accuracy. If it is not correct, please contact us at 1 (800) 908-8592.

Sincerely,

The Auto Protection Plus Team

Important Contact Numbers

Roadside: 888-246-2014

Claims: 877-850-0443

Omega Auto Care
Vehicle Service Agreement

EXCLUSIONARY COVERAGE

AGREEMENT NUMBER APP52473	AGREEMENT PLAN CODE EXCLUSIONARY ADD-ON	LIENHOLDER OMNISURE G
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DECLARATIONS

AGREEMENT HOLDER INFORMATION

NAME PAMELA DEBERGHES
ADDRESS 679 GREY EAGLE CIR S
CITY, ST, ZIP COLORADO SPRINGS, CO 80919
PHONE (719) 649-8943
EMAIL pamela.deberghes@gmail.com

SELLER ACCOUNT INFORMATION

NAME AUTO PROTECTION PLUS
ADDRESS 18022 COWAN #185
CITY, ST, ZIP IRVINE, CA 92614
PHONE (888) 907-0850
EMAIL

COVERED VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER (VIN) 5XYKWDA27DG381148	VEHICLE ODOMETER MILEAGE 41,000
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YEAR 2013	MAKE KIA	MODEL SORENTO
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AGREEMENT PURCHASE DATE 07/11/16	AGREEMENT PURCHASE PRICE \$2,644.00
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TERM OF AGREEMENT

MONTHS: 48	MILES: 100,000
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AGREEMENT PERIOD

Vehicle Plan expiration is measured in time/mileage from the Agreement Purchase Date And Odometer Mileage (at Agreement Purchase Date). All plans require a mandatory "Waiting Period" before Coverage takes effect.

MADATORY SURCHARGES

Business Use Vehicles (If box is not checked, no coverage applies)

OPTIONAL COVERAGE SURCHAREGE

Navigation System Coverage (If box is not checked, no coverage applies)

DEDUCTIBLE

\$100

I understand that the purchase of this Agreement is not required in order to purchase or obtain financing for this Vehicle and is subject to verification.

AGREEMENT

- This agreement is between the Agreement Holder (named on the Declaration page) and the Service Agreement Provider as defined under the Definitions section of this Agreement. The Seller (issuing party) is not a party to this Agreement and has no obligations to You in regards to the benefits provided.
- Your benefits and OUR OBLIGATIONS, as defined below, to perform under this Agreement are insured by an insurance policy with Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd, Bldg 100, Suite 500, Jacksonville, FL 32256, (800) 888-2738. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Agreement, then You may make a direct claim against Lyndon Southern Insurance Company.

DEFINITIONS

The following definitions apply to words used frequently throughout this Vehicle Service AGREEMENT and which appear in BOLD-FACED, SMALL CAPS type:

1. **ADMINISTRATOR** – EGV Companies, Inc., [50 N. Laura Street, Suite 2500,, Jacksonville, FL 32202, (800) 888-2738], the entity that administers this AGREEMENT on OUR behalf.
2. **AGREEMENT** - This VEHICLE Service AGREEMENT, which YOU have purchased for the VEHICLE described on the DECLARATION PAGE.
3. **BREAKDOWN** - The failure of a COVERED PART under normal service and usage of the VEHICLE. A COVERED PART has failed when it can no longer perform the function for which it was designed solely because of its condition.
4. **BUSINESS USE** – Coverage is provided if the BUSINESS USE surcharge has been paid as specified on YOUR DECLARATION PAGE. Eligibility is limited to the following: cars, trucks and vans used for route sales, inspections, maintenance, repair, landscaping, carrying tools to a job site and eligible vehicles owned by religious / charitable organizations.
5. **CLAIM** - A demand by YOU for benefits under this AGREEMENT.
6. **COVERED PARTS** - The parts listed in the Schedule of COVERED PARTS subsection of this AGREEMENT.
7. **DECLARATION PAGE** - The numbered document provided to YOU which is attached to the AGREEMENT. It lists information regarding the VEHICLE to be covered, AGREEMENT terms, and other vital information.
8. **DEDUCTIBLE** - The amount YOU are required to pay, as shown on the DECLARATION PAGE, towards the total cost for the repair or replacement of COVERED PARTS per CLAIM made.
9. **Mileage Limit** – The maximum number of miles that this Agreement shall be in force, as indicated on the Declarations Page.
10. **PLAN** - Refers to the Plan Selected and Term Selected by YOU as shown on the DECLARATION PAGE of this AGREEMENT.
11. **REPAIR FACILITY** - A licensed repair facility authorized by the ADMINISTRATOR to perform repair services under this AGREEMENT.
12. **SELLER** – The entity that sold this Agreement to You.
13. **VEHICLE** - The VEHICLE described on the DECLARATION PAGE that is covered under this AGREEMENT.
14. **WE, US, OUR AND SERVICE CONTRACT PROVIDER** – Auto Knight Motor Club, Inc. 43100 Cook St., Suite 200, Palm Desert, CA, 92211, 888-246-2014, the entity that is obligated to perform under this AGREEMENT in all states except in Florida, Louisiana, New Mexico and Oklahoma where it is Lyndon Southern Insurance Company (Florida License Number 03698), [10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, (800) 888-2738].
15. **YOU, YOUR** - The AGREEMENT holder shown on the DECLARATION PAGE of this AGREEMENT.

OUR OBLIGATIONS

If a Covered BREAKDOWN of YOUR VEHICLE occurs during the term of this AGREEMENT, WE will:

- Pay You or the Repair Facility, for repair or replacement of the COVERED PARTS and associated labor as required for the completion of the repair or replacement of those parts, which cause the BREAKDOWN. Labor will be verified

by the standard versions of the following nationally recognized labor guides: Mitchell & All Data. Replacement parts, not to exceed manufacturer's suggested retail price, may be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by **Us**.

- Reimburse **You** for a rental car at the rate of up to thirty dollars (\$30) per day. To receive rental benefits **You** must supply **Us** with **Your** receipt from a licensed rental agency. No Deductible will apply to this benefit.
- Reimburse **You** for lodging and meal expenses actually incurred by **You** if the covered repairs are completed more than one hundred (100) miles from **Your** primary residence and **You** are stranded overnight. The limit on this reimbursement is seventy-five dollars (\$75) per day for up to three (3) days and a maximum of two hundred twenty-five dollars (\$225) per **BREAKDOWN**.

YOUR OBLIGATIONS

- In order for this Agreement to remain active, You must have the engine oil and filter changed within sixty (60) days after Contract Purchase Date, unless you have verifiable receipts that the Vehicle engine oil and filter were replaced within six (6) months prior to Contract Purchase Date. The minimum requirement on oil and filter changes thereafter is every six (6) months or 5,000 miles, whichever comes first, or You must follow the maintenance schedules in accordance with Your Vehicle's manufacturer recommendations. All other maintenance schedules must be done in accordance with **YOUR VEHICLE** manufacturer recommendations. You must keep and make available verifiable service/purchase receipts (indicating dates, mileage, and a description of **YOUR VEHICLE**) which show that this maintenance has been performed within the time and mileage limits required. **WE** will not reimburse for repair costs or expenses if **You** cannot provide accurate records proving that **You** have maintained the failed **COVERED PART**.
- **You** or **YOUR REPAIR FACILITY** are required to obtain **OUR** authorization prior to beginning any repair covered by this **AGREEMENT**.
- **You** are responsible for paying the Deductible indicated on the **DECLARATION PAGE** of this **AGREEMENT** each time **You** have a **BREAKDOWN**. A one hundred dollar (\$100) **DEDUCTIBLE** per repair visit will apply.
- **You** are responsible for authorizing any tear down or diagnosis time needed to determine if **YOUR VEHICLE** has a Covered **BREAKDOWN**. If it is subsequently determined that the repair is needed due to a Covered **BREAKDOWN**, **WE** will pay for this part of the repair. If the failure is not a Covered **BREAKDOWN**, then **You** are responsible for this charge.

OTHER IMPORTANT AGREEMENT PROVISIONS

The aggregate total of **OUR** liability for all benefits paid or payable during the term of this **AGREEMENT** shall not exceed the actual cash value of **YOUR VEHICLE** at time of **AGREEMENT** purchase.

In return for **YOUR** payment for this **AGREEMENT** and subject to its terms, **You** will be provided with the protection described herein. After **You** receive any benefits under this **AGREEMENT**, **WE** are entitled to all of **Your** rights of recovery against any manufacturer, repairer or other party who may be responsible to **You** for the costs covered by this **AGREEMENT** or for any other payment made by **Us**. If **WE** ask, **You** agree to help **Us** enforce these rights unless transferred as provided in the transfer section of this **AGREEMENT**. **You** also agree to cooperate and help us in any other matter concerning this **AGREEMENT**.

This **AGREEMENT** will terminate when **You** sell **YOUR VEHICLE** unless transferred as provided in the Transfer Section or when this **AGREEMENT** is cancelled as outlined in the Cancellation Section.

We agree to pay on behalf of the **Seller**, the unearned refund based on consideration received from the **Seller**. The **Seller** agrees to pay the unearned portion of the commission originated from the sale of this **Agreement**. Neither the **Seller's Administrator**, claims service, nor the **Seller's** insurer can be held liable for return of the **Seller's** commission or any part thereof as paid under this **Agreement**.

In the event the Purchase Price of **Your Agreement** is being paid through a Payment Plan (or its equivalent) which is terminated for non-payment, the **Term** and **Mileage Limit** of this **Agreement** will be modified to reflect the portion of the **Agreement** that you have paid for. The modified **Term** and **Mileage Limit** of the **Agreement** will be calculated on a pro-rata basis by adding the time and mileage that you have paid for to the **Agreement Purchase Date** and **Vehicle Odometer Mileage** on the **Agreement Purchase Date** as listed on the **Declarations Page**. You may contact the Administrator toll free at **877-850-0446** to obtain the modified **Term** and **Mileage Limits**.

GUIDE TO FILING A CLAIM - CALL 877-850-0443

If You have a **BREAKDOWN**, You must follow this procedure:

- (1) Use all reasonable means to protect **YOUR VEHICLE** from further damage. This may require You to stop **YOUR VEHICLE** and call for roadside assistance to have the **VEHICLE** towed.
- (2) Take **YOUR VEHICLE** to a licensed **REPAIR FACILITY**, have the **REPAIR FACILITY** contact Us at **877-850-0443** for instructions, before **ANY** repairs are made.
- (3) Furnish **Us** or the **REPAIR FACILITY** with such reasonable information that We may require. This includes receipts for car rental charges, lodging, meals, and signed service receipts (indicating dates, mileage, and a description of **YOUR VEHICLE**) as required by this **AGREEMENT**.
- (4) For simple repairs needed when the **ADMINISTRATOR** is not available for prior authorization, please use the following procedure:

Emergency Repairs:

Refer to **YOUR AGREEMENT** to determine if the **BREAKDOWN** is due to the failure of a **COVERED PART** and there are no listed exclusions or wait period in effect that apply. For a simple repair, (Any repair requiring two (2) hours or less of labor time to complete), that is determined to be a **COVERED PART**, authorize the **REPAIR FACILITY** to perform the repair, and call the **ADMINISTRATOR** for instructions within five (5) business days, during normal business hours. On major repairs, (Any repair requiring more than two (2) hours of labor time to complete), determine the failure and repair costs and then contact the **ADMINISTRATOR** on the next normal business day for an authorization before repairs are performed (Utah Residents see special state requirements and disclosures for additional clarifying language).

Business Hours (Central Time Zone)

Monday through Friday 7:30 AM until 7:00 PM

SCHEDULE OF COVERED PARTS

Repairs on all assemblies and parts are Covered on **YOUR VEHICLE** with the exception of the following list of **WHAT IS NOT COVERED**:

Paint, carpet, bright metal, trim, sheet metal, bumpers, body panels, glass, physical damage, molding, upholstery, lenses, sealed beams, light bulbs, fuses, circuit breakers, cellular phones, television/VCR/ DVD players, game centers, audio/video equipment, all touch screen and/or voice activated accessories including related display screens and heads up displays on windshields, electronic transmitting/receiving devices, navigation systems (unless Navigation System coverage box has been marked and paid on the Declaration page), voice recognition systems, remote control consoles, radar detection devices, weather strips, all exhaust components, the following emission components: purge valve/ solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/ lines/ valves, emission vapor sensors, gas cap/filler neck, catalytic converter, battery, battery cables/ harness, spark plug wires, fan belts, non-metallic hoses, distributor cap and rotor, shock absorbers, manual/ hydraulic clutch assembly, friction clutch disc and pressure plate, trim, outside ornamentation, frame and structural body parts, body parts and body components, vinyl and convertible tops, canvas top, any convertible top assemblies, fabric top, fiberglass top, hardware or linkages, tires, wheel/rims, wheel balances, safety restraint systems (including air bags), air and water leaks, wind noise, squeaks, rattles, all maintenance services including but not limited to: alignments, brake pads and shoes, brake rotors and drums, tune ups, coolants, lubricants.

ADDITIONAL COVERAGE OPTION

FACTORY INSTALLED NAVIGATION SYSTEM - If the **AGREEMENT DECLARATION PAGE** indicates that You marked and paid for the Navigation System Coverage, we will cover all components of Your Factory Installed Navigation system also.

EXCLUSIONS FROM COVERAGE

THIS AGREEMENT DOES NOT PROVIDE COVERAGE:

1. FOR REPAIR COSTS OR EXPENSES REPORTED OR MADE AFTER THE EXPIRATION OF THE TERM OF THIS AGREEMENT OR NOT AUTHORIZED BY THE ADMINISTRATOR;
2. FOR REPAIR COSTS OR EXPENSES IF THE ODOMETER OF THE VEHICLE BREAKS OR BECOMES INOPERABLE OR UNRELIABLE FOR ANY REASON AND ODOMETER REPAIRS WERE NOT MADE

- IMMEDIATELY AT THE TIME OF FAILURE, OR IF THE ODOMETER HAS BEEN TAMPERED WITH, DISCONNECTED OR ALTERED IN ANY WAY;
3. FOR REPAIR COSTS OR EXPENSES IF THE VEHICLE HAS BEEN USED FOR THE FOLLOWING PURPOSES, REGARDLESS OF WHETHER THE BUSINESS USE OPTION WAS PURCHASED: POLICE OR LAW ENFORCEMENT SERVICES, FIRE, AMBULANCE OR EMERGENCY SERVICES, TAXI, LIMOUSINE OR SHUTTLE SERVICES, PICK-UP AND/OR DELIVERY OPERATIONS, RACING, NEWSPAPER OR MAIL DELIVERY, RENTAL SERVICES, CONSTRUCTION, SECURITY SERVICES, SNOW REMOVAL OR SNOW PLOWING, CABLE OR LINE INSTALLATION, OR HAULING FOR HIRE, OR IF THE VEHICLE HAS BEEN USED FOR HAULING TRAILERS IN EXCESS OF THE MANUFACTURER'S RATED CAPACITY OR HAULING TRAILERS WITHOUT SUITABLE EQUIPMENT, OR IF THE REQUIREMENTS IN THE MANUFACTURER'S MANUAL FOR VEHICLES USED TO PULL TRAILERS ARE NOT FOLLOWED;
 4. FOR REPAIR COSTS OR EXPENSES IF YOU CANNOT PROVIDE TO THE ADMINISTRATOR ACCURATE RECORDS PROVING THAT YOU HAVE MAINTAINED THE VEHICLE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS, OR IF ANY MECHANICAL OR ELECTRICAL ALTERATIONS HAVE BEEN MADE TO THE VEHICLE INCLUDING, BUT NOT LIMITED TO, THE USE OF OVERSIZED TIRES, INSTALLATION OF HEADER PIPES OR LIFT KITS, AND REMOVAL OF ANY EMISSION CONTROL PARTS SYSTEM;
 5. FOR REPAIR COSTS OR EXPENSES IF THE VEHICLE IS STILL IN THE MANUFACTURER'S BASIC WARRANTY PERIOD OR COVERED BY A RECALL OR SPECIAL POLICY BY THE MANUFACTURER OR REPAIRS FOR UPDATES OR TECHNICAL SERVICE BULLETINS;
 6. FOR REPAIR COSTS OR EXPENSES IF THE VEHICLE HAS BEEN ABUSED OR NEGLECTED, OR ANY PART OF IT HAS BEEN SUBJECT TO ALTERATION OR ACCIDENT, OR FOR ANY ACCIDENTAL LOSS OR DAMAGE RESULTING FROM COLLISION OR UPSET, FALLING MISSILES OR OBJECTS, FIRE, THEFT, ARSON, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER, FLOOD, MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, OR IF THE VEHICLE IS A TOTAL LOSS, HAS BEEN REPOSSESSED OR IS THE SUBJECT OF A REPOSSESSION ACTION, OR FROM ANY OTHER CAUSE WHATSOEVER, EXCEPT AS OUTLINED IN THIS AGREEMENT; AND FOR REPAIR COSTS OR EXPENSES RESULTING FROM THE CONTINUED OPERATION OF AN IMPAIRED VEHICLE;
 7. FOR LIABILITIES FOR DAMAGE TO PROPERTY OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, REPAIR, MAINTENANCE OR USE OF THE VEHICLE, WHETHER OR NOT RELATED TO ANY COVERED PART, OR FOR CONSEQUENTIAL LOSSES OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS RESULTING FROM THE OPERATION, MAINTENANCE AND/OR USE OF THE VEHICLE, UNLESS SPECIFICALLY COVERED HEREIN;
 8. FOR ANY MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT OR BY THE FAILURE OF THE INSURED TO MAINTAIN PROPER QUALITIES OR LEVELS OF COOLANTS OR LUBRICANTS;
 9. FOR REPAIRS TO ANY PART THAT HAS NOT SUFFERED A BREAKDOWN, OR IF THE WEAR ON THE PART HAS NOT EXCEEDED THE PUBLISHED FIELD TOLERANCE ALLOWED BY THE MANUFACTURER, OR FOR REPAIR COSTS NOT NECESSARY TO CORRECT A BREAKDOWN, OR FOR DAMAGES OR ANY LOSS RESULTING FROM FAULTY OR NEGLIGENT AUTO REPAIR WORK OR FROM THE INSTALLATION OF DEFECTIVE PARTS;
 10. FOR ANY REPAIR COSTS DUE TO CONTAMINATION OF ANY KIND, CORROSION, RUST, DETONATION, PRE-IGNITION, CARBON BUILD UP, SLUDGE, ELECTROLYSIS, RATTLES, WATER LEAKS, WIND NOISES;
 11. FOR ANY OF THE FOLLOWING PARTS: INCLUDING BUT NOT LIMITED TO MANUAL CLUTCH ASSEMBLY; GLOW PLUGS; BRAKE PADS, SHOES, ROTORS AND DRUMS; WIPER BLADES, WIPER ARMS; ALL BATTERIES, BATTERY CABLES; AIR FILTERS, OIL FILTER, COOLANTS AND FLUIDS, IF NOT IN CONNECTION WITH A COVERED REPAIR; SPARK PLUGS; PLUG WIRES; EGR VALVE; DRIVE BELTS; RUBBER HOSES; EXHAUST SYSTEMS; CATALYTIC CONVERTERS; MUFFLERS; RESONATORS; SHOCK ABSORBERS; TIRES, WHEELS, SEALED BEAMS; LIGHT BULBS AND LENSES; NON-FACTORY INSTALLED AUDIO SYSTEMS AND DISC PLAYERS; PLASMA TELEVISIONS; CAR PHONES; CELLULAR, SATELLITE, OR MICROWAVE COMMUNICATION

DEVICES; BRIGHT METAL PARTS; RUBBER MOLDINGS; WEATHER STRIPS; METAL, GLASS OR PLASTIC TRIM; UPHOLSTERY; CARPET; ASH TRAYS; CUP HOLDERS; ANY NON-FACTORY INSTALLED PARTS; CONVERTIBLE TOP, FRAME AND MECHANISM; SUNROOF TRACK AND MECHANISM; SAFETY RESTRAINT SYSTEMS (SEAT BELTS AND AIR BAGS, EXCEPT STEERING WHEEL) OR PART THEREOF; OR BODY PARTS AND COMPONENTS.

12. CHARGES FOR: SHOP SUPPLIES, FREIGHT, HAZARDOUS WASTE DISPOSAL, WHEEL ALIGNMENT AND TIRE BALANCE.
13. GRADUAL REDUCTION IN OPERATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR.
14. FOR A BREAKDOWN NOT OCCURRING IN THE UNITED STATES OR CANADA
15. A BREAKDOWN OF A COVERED PART BY A NON-COVERED PART, OR OF A NON-COVERED PART DAMAGED BY A COVERED PART.
16. CERTAIN VEHICLES OUTLINED ON THE ADMINISTRATOR'S OR SERVICE CONTRACT PROVIDER'S GUIDELINES WITH THE SELLER ARE INELIGIBLE. THESE INCLUDE BUT ARE NOT LIMITED TO; EXOTIC VEHICLES, GREY MARKET VEHICLES, INCOMPLETE CHASSIS, SALVAGE OR BRANDED TITLE VEHICLES, SECURITY VEHICLES, RENTAL VEHICLES, TOW VEHICLES, VEHICLES EQUIPPED WITH A SNOW PLOW, VEHICLES USED FOR CABLE OR LINE INSTALLATION, LIFTED VEHICLES, VEHICLES EQUIPPED WITH A FLAT BED AND VEHICLES GREATER THAN 1 TON.

ROADSIDE COVERAGE - If you require Roadside Assistance You must call 1-888-246-2014

Emergency Roadside Assistance is available 24 hours a day, every day of the year throughout the United States & Canada. Your coverage begins on the date shown on this contract and terminates on either the expiration date shown or at the expiration of your contract. You will only have to pay for any non-covered expenses or costs in excess of your one hundred dollar (\$100) per occurrence maximum. Service must be a covered benefit under the terms and conditions of this contract and is available only for the specific Covered Vehicle registered with Auto Knight Motor Club as part of this contract. "Covered Vehicle" is defined as the vehicle listed on the application for this contract and registered with Auto Knight Motor Club (Vehicle Identification Number and Year, Manufacturer and Model).

All of the emergency roadside assistance services are provided by Auto Knight Motor Club, Inc. administrative offices located at 43100 Cook Street, Suite 200, Palm Desert, CA 92211. All entities are collectively referred to as "Auto Knight" throughout these Terms and Conditions.

EMERGENCY ROADSIDE ASSISTANCE

Just call TOLL-FREE 1-888-246-2014 and a service vehicle will be dispatched to your assistance. Important: Please be with your Covered Vehicle when the service provider arrives, unless it is unsafe to remain with the vehicle, as the provider cannot service an unattended vehicle. In the event that service is not obtainable through Auto Knight, you will receive an authorization number to receive a refund of payments made according to your program benefit and coverage limits for services received independently. You must first contact Auto Knight for authorization to obtain independent services. NOTE: ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN AUTO KNIGHT IS NOT COVERED AND IS NOT REIMBURSABLE.

The following are covered emergencies, subject to the one hundred dollar (\$100.00) per occurrence limit:

- (1.) Towing Assistance - When towing is necessary, the Covered Vehicle will be towed to the nearest qualified service facility or to another location requested by the driver of the Covered Vehicle.
- (2.) Flat Tire Assistance - Service consists of the removal of the Covered Vehicle's flat tire and its replacement with the spare tire located with the Covered Vehicle, or the service provider will drive you to the closest tire store for repair.
- (3.) Fuel, Oil, Fluid and Water Delivery Service - An emergency supply of fuel (3 gallons), oil, fluid and water will be delivered if the Covered Vehicle is in immediate need. You must pay for the fuel or other fluid when it is delivered.
- (4.) Lock-out Assistance - If your keys are locked inside the Covered Vehicle, assistance will be provided to gain entry into the Covered Vehicle.
- (5.) Battery Assistance - If battery failure occurs, a jump start will be provided to start your Covered Vehicle. The following items are not included as part of the emergency roadside assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, or fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around

a vehicle. Tire Repair. Extrication or Winching. Motorcycles, trucks over one and a half ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service state or garage; vehicle storage charges; a second tow for the same disablement. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a covered vehicle in need of routine maintenance or repair. Services received independently from Auto Knight without prior authorization from Auto Knight. Only one disablement for the same service type during any seven day period will be accepted. THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

TIRE HAZARD PROTECTION COVERAGE

- Pre-authorization for all Tire Hazard service is required. You must call toll free 1-888-246-2014 prior to any service being performed. You will be reimbursed for any covered cost to repair or, if non-repairable, the cost to replace a damaged tire on Your vehicle if damage is caused by a Road Hazard on a public roadway. Road Hazard is defined as objects and road conditions such as potholes, rocks, wood debris, metal parts, plastic or composite scraps or any item causing tire damage other than wear and tear and those conditions excluded below.
- 1. Tire Repair – You will be covered for the full charges incurred for the repair of the flat tire(s) up to twenty dollars (\$20.00) per tire.
- 2. Tire Replacement – You will be covered for a replacement tire should the tire become non-repairable due to impact breaks, snags, punctures, or other Road Hazards up to one hundred dollars (\$100.00) for each tire replacement per occurrence up to a maximum aggregate of four hundred dollars (\$400.00) during the term of this contract. Your tire must have more than 3/32" tread depth remaining to be eligible for coverage. Important: You will be covered for the cost of a new tire as shown on the sales invoice up to \$100.00.
- 3. Replacement will be with a tire of like kind, quality, and cost of the original tire as determined by reasonable and customary retail prices available from reputable national vendors.

WE WILL NOT PAY BENEFITS FOR:

1. Tires that have 3/32" or less tread depth remaining.
2. Repair or replacement covered by the manufacturer, or other warranty, or customer's primary insurance coverage.
3. Replacement exceeding the manufacturer's vehicle specification or when the manufacturer, by public announcement or recall, establishes the responsibilities for the replacement for any manufacturer's defect.
4. Damage caused by negligence, abuse, misuse, collision, manufacturer's defect, curb impact, valve or rim leaks, improper installation, dry rot in either sidewall or tread, tire chains, racing or off-road use, vandalism, malicious mischief, chain damage, fire or theft.
5. Vehicles other than on-road passenger or re-capped tires.
6. Failure occurring from operating on any surface other than federal, state, country, city or municipally paved roads or highways.
7. Vehicles with off-road tires and wheels.
8. Vehicles that are truck rated more than one (1) ton
9. Vehicles that are used for commercial purposes, including but not limited to vehicles used for pick-up and delivery service, shuttle, hauling, towing, road repair service, construction service, dealer service, snow removal or any other commercial use.
10. Vehicles used for racing, rentals, dealer loaner, limousine, taxi, police car or other emergency use.
11. Vehicles registered and/or other normally operated outside the continental United States or America, Alaska, Hawaii, Canada and Mexico.
12. Tires and/or wheels that do not meet the manufacturer's recommended specifications of your vehicle.
13. Misuse occasioned from driving on tires that are over inflated, under inflated or flat.
14. Replacement not pre-authorized by us prior to its replacement.
15. Any consequential loss or damage whatsoever, including loss, damage or injury to person or property resulting from the failure of any parts of your vehicle, the replacement of which are covered under the

terms and conditions of this contract.

16. Replacement of a tire if wheels are bent and cause vibration, yet tire holds air and is not damaged.
 17. Any and all additional fees and taxes including mounting, balancing, new valve stems, wheel weights and sales tax.
- Pre-authorization for all Tire Hazard service is required. To obtain reimbursement under Tire Hazard Protection Coverage you must:
 - Auto Knight reserves the right to inspect all damaged tires prior to issuance of a claim authorization number. You must call toll-free 1-888-246-2014 for authorization. After a claim number has been issued by Auto Knight, proceed by having all covered repairs performed at your Selling Dealership or licensed repair facility. For reimbursement under this coverage, up to the benefit limit, you must provide Auto Knight the following:
 1. A completed Auto Knight Tire Hazard Claim Form.
 2. A copy of your original warranty service contract.
 3. A copy of the original repair order containing your Selling Dealership's or licensed repair facility's pre-printed name, address and telephone number. Please note the repair order must confirm in writing by your Selling Dealership or licensed repair facility the tread depth remaining on the covered tire.
 4. The repair order must also include the Year, Make, Model, VIN and the current odometer reading of your vehicle as well as the tire brand, model and size.
 5. All documents must be provided to Auto Knight within forty five (45) days after your claim number has been issued. Please mail all documents to Auto Knight Motor Club, Inc., 43100 Cook Street, Suite 200, Palm Desert, CA 92211.
 6. If pre-authorization is not obtained or steps 1 through 4 are not followed, Auto Knight may deny your claim. All payments by Auto Knight for authorized claims will be made to the customer.

ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

As used in this Provision, "**You**" and "**Your**" mean the person or persons named in this Service Plan, 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, and all of the dealers, licensees, and employees of any of the foregoing entities.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in **AGREEMENT**, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Service Plan or any prior Service Plan, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire **Agreement** ("**Claim**"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. 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. Upon written request **We** will advance to **You** either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether **You** or **We** will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. 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.**

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 Service Plan.

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 WE 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.

TRANSFER OF YOUR AGREEMENT

This **AGREEMENT** is subject to transfer, reassignment or sale. It is **YOUR** responsibility to notify Us in the event this **AGREEMENT** has been transferred to a subsequent owner stating the name, address and telephone number of the purchaser.

This provision is only available if **YOU** are the original **AGREEMENT** purchaser. **YOUR** rights and duties under this **AGREEMENT** may only be assigned if You sell **YOUR VEHICLE** directly to another individual (excluding dealer trade-ins) and **WE** receive **YOUR** written notification, as noted above, within thirty (30) days from the date of sale to the subsequent owner and upon payment to **US** of a fifty dollar (\$50) transfer fee, Unless contrary to state law, insurance subrogation is waived by all parties (For Florida residents only, the transfer fee is forty dollars (\$40). For **AGREEMENTS** sold as New Coverage, there may be certain criteria required by **YOUR** manufacturer (including transfer of the powertrain coverage) in order for the powertrain coverage to remain in effect and in order for the transfer to be considered valid. **AGREEMENTS** purchased on a payment plan must be paid in full or payment obligations assigned to new **VEHICLE** owner prior to transfer. Confirmation of the transfer acceptance by **US** is required before coverage for the new owner is effective.

The coverage provided by this **AGREEMENT** cannot be renewed. This **AGREEMENT** is only transferable if **YOU** are the first retail purchaser of this **AGREEMENT**, and if required verification of the transfer of the **VEHICLE** manufacturer's warranty is attached. Otherwise this **AGREEMENT** IS NOT transferable to any subsequent purchaser.

CANCELLATION OF YOUR AGREEMENT

1. **YOU** may cancel this **AGREEMENT** by returning it to the Seller or directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If **YOU** cancel this **AGREEMENT** within the first thirty (30) days, **WE** will refund the entire **AGREEMENT** Purchase Price, less any claims paid. If this **AGREEMENT** is canceled after the first thirty (30) days, **WE** will refund the unearned **AGREEMENT** Purchase Price to **YOU** calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the **AGREEMENT** was in force or the number of miles the **VEHICLE** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75) and deducting all incurred **Claims**, except where state law provides otherwise. In the event of cancellation, the Lienholder identified on the **DECLARATION PAGE**, if any, will be named on a cancellation refund check as its interest may appear.
2. **WE** may cancel this **AGREEMENT** based on one or more of the following reasons: (A) non-payment of the **AGREEMENT** Purchase Price; (B) a material misrepresentation made by **YOU**; or (C) a substantial breach of duties by **YOU** under the **AGREEMENT** relating to the **VEHICLE** or its use. If this **AGREEMENT** is canceled by **Us**, **WE** will refund the unearned **AGREEMENT** Purchase Price to **YOU** calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the **AGREEMENT** was in force or the number of miles the **VEHICLE** was driven prior to cancellation, less a cancellation fee of seventy-five dollars (\$75) less all **Claims** incurred. In the event of cancellation, the Lienholder identified on the **DECLARATION PAGE**, if any, will be named on a cancellation refund check as its interest may appear.
3. If the **VEHICLE** and this **AGREEMENT** have been financed, the Lienholder shown on the **DECLARATION PAGE** may cancel this **AGREEMENT** for non-payment or if the **VEHICLE** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **AGREEMENT** to the Lienholder or otherwise entitle the Lienholder to performance under this **AGREEMENT**.
4. If this **AGREEMENT** was financed or purchased on a payment plan (by a funding company) the Finance Company or Funding Company shall be entitled to any refunds resulting from cancellation of this **AGREEMENT** for repossession of **YOUR VEHICLE**, total loss of **YOUR VEHICLE** or cancellation prior to balance being paid in full. Failure to make monthly payments in a timely manner may result in cancellation of this **AGREEMENT** and no refund will be due.

NOTE: **We** agree to pay on behalf of the **Seller**, the unearned refund based on consideration received from the **Seller**. The **Seller** agrees to pay the unearned portion of the commission originated from the sale of this **Agreement**. Neither the **Seller's Administrator**, claims service, nor the **Seller's** insurer can be held liable for return of the **Seller's** commission or any part thereof as paid under this **Agreement**.

TRANSFER / CANCELLATION APPLICATION

To transfer and or cancel this Agreement, complete the following and mail a photocopy of the front of this Agreement to:

EGV Companies, Inc.
50 N. Laura Street, Suite 2500,
Jacksonville, FL 32202.

Please mark one of the following: TRANSFER CANCELLATION

Please transfer / cancel the remainder of the Agreement. I am transferring / canceling this Agreement in accordance with the provisions stated in the Agreement. In order to transfer, I am enclosing with this application a fifty dollar (\$ 50) check or money order made payable to EGV Companies, Inc., (For Florida residents only, the transfer fee is \$40). I understand that if this Agreement has been financed through a payment plan and there is an outstanding balance owed, that the balance must be paid to keep this Agreement in force. If I still choose to transfer this Agreement, I will contact the payment plan company and transfer the payment plan account obligations to the new owner of the Vehicle identified in the application below.

Name of New Owner _____ Phone _____
Address _____
City, State, Zip _____
Odometer Mileage at date of
Transfer/Cancellation _____ Date of Transfer/Cancellation _____

Verification that the Vehicle has been maintained as required by this Agreement must be supplied by Original Agreement Holder to Vehicle purchaser. Application must be received within 30 days of the transfer / cancellation date. Transfer will be considered to be valid when Vehicle purchaser receives confirmation letter from Administrator or Service Agreement Provider.

Signature of Vehicle Purchaser(if transferring) Date

Signature of Original Agreement Holder (if transferring) Date

Signature of Agreement Holder or representative of lien holder Date Phone
(if cancelling)

Signature of authorized representative of Seller (if cancelling) Date Title

PRIVACY POLICY

The trust of our customers is our most valuable asset. We safeguard that trust by keeping non public personal information about customers in a secure environment and using that information in accordance with this Privacy Policy. Below is our privacy pledge to our customers:

Information We May Collect

We may collect non public personal information about you from the following sources:

- Information we receive from you (or is provided to us on your behalf) on applications and other forms, such as your name, address, telephone number, employer, and income;
- Information about your transactions with us or other nonaffiliated parties, such as your name, address, telephone number, age, insurance coverage, transaction history, claims history and premiums;

Information We May Disclose and To Whom We May Disclose Information

The non public personal information we may collect as described above may be disclosed in order to deliver products and services to you, provide customer service or administer your account.

Disclosures Permitted by Law

We may disclose all of the non public personal information described above, as permitted by law. For example, we may use affiliated and nonaffiliated parties to perform services for us, such as providing customer assistance, handling claims, protection against fraud and maintaining software for us. We also may disclose information in response to requests from law enforcement agencies or State insurance authorities.

Information Regarding Former Customers

We do not disclose non public personal information about former customers or customers with inactive accounts, except in accordance with this Privacy Policy.

Our Security Procedures

We restrict access to non public personal information about you to those employees whom we determine have a legitimate business purpose to access such information in connection with the provision of products or services to you. We employ security techniques designed to protect our customer data. We provide training and communications programs designed to educate employees about the meaning and requirements of our strict standards for data security and confidentiality.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SPECIAL STATE DISCLOSURES

These special state disclosures apply if Your AGREEMENT was delivered in one of the following states and supersedes any other provisions herein to the contrary:

COLORADO

Our obligations under this Agreement are guaranteed by a reimbursement insurance policy issued by Lyndon Southern Insurance Company, Policy Number: COLO-AKMC.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



Omega Maintenance Program

If You purchased an Omega Auto Care Vehicle Service Agreement (**Agreement**) You also receive benefits with the Omega Maintenance Program (**Program**). Coverage under the Program begins thirty (30) days after the date shown as the **Agreement** Purchase Date shown on the Declarations Page in the Covered Vehicle Section of the **Agreement** You purchased from the Seller. This Program expires thirteen (13) months from the **Agreement** Purchase Date.

MAINTENANCE BENEFITS:

1. **OIL CHANGES:** Maximum of three (3) oil changes during the term of the Maintenance Program up to \$40.00 for each service; however, if full synthetic oil or synthetic blends are used, or for diesel, larger V8 vehicles, You will receive up to \$55.00 for each service.
2. **BRAKES PADS/SHOES:** \$100.00 or \$130.00 on select vehicles as follows all trucks, SUV's, AWD's, diesels, and all models of Acura, Audi, BMW, Cadillac, Infiniti, Jaguar, Lexus, Lincoln, Mercedes, Saab, Volkswagen, and Volvo toward the replacement of brake pads/shoes (One-time use during the term of this Maintenance Program).
3. **BATTERY:** \$100.00 towards one (1) battery of your choice during the term of this Maintenance Program.
4. **COOLING SYSTEM MAINTENANCE & LUBE:** \$40 toward a drain/refill, pressure check, hose inspection, belts, clamps, & lube chassis. (One-time use during the term of this Maintenance Program).
5. **SAFETY INSPECTION:** Includes a wiper blade replacement with one (1) State/Safety inspection during the term of this Maintenance Program.
 - a) all trucks, b) all SUV's, c) AWD's, d) diesels, and e) all models of Acura, Audi, BMW, Cadillac, Infiniti, Jaguar, Lexus, Lincoln, Mercedes, Saab, Volkswagen, and Volvo.

Required Factory Maintenance Mileage Intervals, such as 30,000, 60,000 and 90,000 mile inspections, are not covered under this Program.

For Maintenance Claims, Call: 844-740-5145
Mon-Fri: 8am-5pm CST

Maintenance Reimbursement Procedures:

To be eligible for reimbursement on the listed items above, it must be within 45 days from the date of service. Please fax or email a copy of the invoice and your paid receipt(s) to Fax #: 636-246-0333, or Email: fax@omegautocare.com. Please allow 2-3 weeks for refund processing.

PAYMENT PLAN AGREEMENT

Service Contract Number **APP52473**

Buyer	Customer #:	
Name:	PAMELA DEBERGHES	
Address:	679 GREY EAGLE CIR S	
City:	COLORADO SPRINGS	State: CO Zip: 80919
Phone:	(719) 649-8943	
E-Mail:	pamela.deberghes@gmail.com	

Seller	Dealer # (if applicable): APP1	
Name:	AUTO PROTECTION PLUS	
Address:	18022 COWAN #185	
City:	IRVINE	State: CA Zip: 92614
Phone:	(888) 907-0850	Fax:
E-Mail:		
Salesperson:	Amy Hannon	

Vehicle Information	Contract Effective Date 07/11/16	
Coverage Term (in months)	48	Coverage Miles (in miles) 100,000
Make: KIA	Model: SORENTO	
Year: 2013	Odometer: 41,000	
VIN 5XYKWDA27DG381148		

You, the Buyer, may buy the Vehicle Service Contract for the cash price shown in the Itemization or according to the terms of this Payment Plan Agreement ("Agreement"). By signing this Agreement, you choose to buy the Vehicle Service Contract from the Seller according to this Agreement. The Vehicle Service Contract is issued by **OMEGA**

("Administrator"). The Vehicle Service Contract number is provided at the top of this Agreement. You and we agree to be bound by the terms of the Agreement. "We," "us" and "our" refer to the Seller shown above, and, upon assignment of this Agreement, to PayLink Payment Plans, LLC dba PayLink Direct ("PayLink Direct"). The Important Disclosures below are part of this Agreement.

Excepted as checked, you have purchased the Vehicle Service Contract primarily for personal, family or household use.

Agricultural Business

Itemization of Payment Plan Amount		
(a)	CASH PRICE (before taxes)	\$2,644.00
(b)	TAXES on SALE	\$0.00
(c)	TOTAL CASH PRICE (a + b)	\$2,644.00
(d)	DOWN PAYMENT	\$1,322.00
(e)	AMOUNT FINANCED (c - d)	\$1,322.00

IMPORTANT DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$1,322.00
0.00%	\$ 0.00	\$1,322.00	\$2,644.00	\$2,644.00

Payment Schedule

Number of Payments	Amount of Each Payment	When Payments Are Due
1	\$1,322.00	Monthly beginning 8/11/2016

Security Interest: You give us a security interest in any refund due upon cancellation of the Vehicle Service Contract.

Late Charge: Except as provided below, if you do not make your full payment within 5 days of its scheduled due date, you will pay a late charge of the lesser of \$20 or 5% on the part of the payment that is late. If you live in **Arizona, California,**

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Colorado, the District of Columbia, Florida, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, New York, Oklahoma, South Carolina, Virginia, West Virginia, Wisconsin or Wyoming, your late charge will be the lesser of \$10 or 5% of the part of the payment that is late if you do not make your payment within 10 days of its scheduled due date. If you live in **Maine, Massachusetts, or Mississippi**, your late charge will be the lesser of \$5 or 5% of the part of the payment that is late if you do not make your payment within 15 days of its scheduled due date. If you live in **North Carolina**, your late charge will be the lesser of \$6 or 5% of the part of the payment that is late if you do not make your payment within 10 days of its scheduled due date.

Prepayment: If you pay off your payment plan early, you will not have to pay a penalty.
Please read this Agreement for additional information on security interests, non-payment, default, and our right to require repayment in full before the scheduled maturity date.

PAYMENT OPTIONS: You have paid Seller the Down Payment in the amount set forth above. You will make your remaining payments as scheduled and disclosed in the Important Disclosures to the Seller, or upon assignment, PayLink Direct, using the checked payment option below. You may make payments using one of the two payment options below. If neither payment option is checked, we'll provide you with monthly statements (invoices).

Payment Option #1: AUTHORIZATION FOR CREDIT OR DEBIT CARD PAYMENT
You authorize us to make the applicable number of consecutive monthly charges to your credit/debit card account listed below, in the amount and on the dates specified in the Important Disclosures above (plus late charges and returned payment charges, if any). This authority will remain in effect until the Payment Plan Amount is paid in full, together with applicable charges if any, or until we receive written notification of termination from you in time to allow reasonable opportunity to act on such notification. You agree to notify us in writing of any changes in your account information or termination of this authorization at least 15 days prior to the next payment date. If you change your credit/debit card account, this authorization remains effective for your new account.
Credit Card # ****-****-****-6071 Expiration Date 11/18
MM/YY

Payment Option #2: AUTHORIZATION FOR DIRECT DEBIT
You authorize us to make electronic fund transfers in the form of consecutive monthly ACH debit entries from your Checking Savings account identified below, in the amount and on the dates specified in the Important Disclosures above (plus late charges and returned payment charges, if any). This authority will remain in effect until the Payment Plan Amount is paid in full, together with applicable charges if any, or until we receive written notification of termination from you in time to allow reasonable opportunity to act on such notification. You agree to notify us in writing of any changes in your account information or termination of this authorization at least 15 days prior to the next payment date. If you change your account, this authorization remains effective for your new account. You request the financial institution that holds the account to honor the debit entries that we initiate.
Name of Institution _____
Transit Routing # _____ Account # _____

ADDITIONAL TERMS AND CONDITIONS

PROMISE TO PAY. You agree to pay us the Payment Plan Amount according to the terms of this Agreement.

LATE CHARGE AND RETURNED PAYMENT CHARGES. You agree to pay the late payment charges specified in the Important Disclosures. The applicable late charge is based upon your state of residence at the time you sign or ratify this Agreement.

Except as provided below, if any payment you make is returned unpaid for any reason, after we make any demand applicable law requires and wait the time applicable law requires, you agree to pay us a returned payment charge of \$25. If you live in **Arizona or Massachusetts**, you agree to pay a returned

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payment charge of \$10. If you live in **California or Wisconsin**, you agree to pay a returned payment charge of \$15. If you live in **Connecticut, Idaho, New York or Utah**, you agree to pay a returned payment charge of \$20. If you live in the **District of Columbia, Iowa or Wyoming**, you will not pay returned payment charges. If you live in **Maine, Virginia, or Vermont**, you will be liable for returned payment charges as prescribed by a court if we take action against you.

All late charges, returned payment charges, or other fees you incur must be paid in the next monthly payment and in accordance with the payment option you select and/or in effect at the time of the next monthly payment.

CANCELLATION AND ASSIGNMENT OF RIGHTS. You have the right to cancel the Vehicle Service Contract at any time in accordance with the terms of the Vehicle Service Contract. If you exercise the right to cancel the Vehicle Service Contract before making all payments, you agree to send written notice of the cancellation to the Administrator and us. You authorize us to direct the Administrator/Seller to cancel the Vehicle Service Contract if we do not receive any payment within 10 days of the scheduled payment date, as applicable law allows.

You hereby grant us a security interest in and assign to us your right to receive refunds pursuant to the Vehicle Service Contract. If the Vehicle Service Contract is cancelled before you have paid the full Payment Plan Amount and any other fees or charges due to us under this Agreement, any refund due to you after proceeds are applied to your outstanding obligations under this Agreement (the "Buyer Refund") will be paid to you. The Buyer Refund is calculated in the manner described in the Vehicle Service Contract but based on amounts actually paid by you rather than the Total Sales Price of the Vehicle Service Contract. If you are entitled to a Buyer Refund, you will receive the refund from the Seller or the Administrator of the Vehicle Service Contract. No assignee of the Seller shall have a contractual or other responsibility under this Agreement or the Vehicle Service Contract to pay or calculate such refund, or for the performance of any other services required by the Vehicle Service Contract.

PAYMENTS AFTER CANCELLATION. Any payment you make after we receive a notice of cancellation will not constitute a reinstatement of the Vehicle Service Contract but will be applied to your outstanding obligations under this Agreement. Neither the acceptance nor the application of any payment will constitute the reinstatement of Vehicle Service Contract or constitute a waiver of any default hereunder.

DEFAULT. If you fail to make any payment when due or, subject to the requirement in this section, fail to comply with any other provision in this Agreement (default), after notice and any right to cure required by applicable law, we have the right to cancel the Vehicle Service Contract and take any action permitted by law to collect what you owe. Upon cancellation, you agree that we may collect and receive any refunds or proceeds with respect to the Vehicle Service Contract. We will apply those refunds and proceeds to your outstanding obligations under this Agreement. If there is a surplus in excess of \$1.00, you are entitled to the surplus. Except where prohibited by applicable law, you hereby release and discharge us from any liability for damages with respect to cancellation of the Vehicle Service Contract due to default and you shall indemnify and hold us harmless from any liabilities, claims, damages or causes of action for any action taken as a result of your default under this Agreement. Our failure to require strict performance of any provision in this Agreement or to exercise any of our rights under this Agreement will not waive or relinquish any future right under this Agreement.

****If required by applicable law, we will only consider the failure to comply with other provisions of this Agreement an event of default if our prospect of payment, performance, or realization of collateral is significantly impaired. Where required, we bear the burden of establishing significant impairment.**

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PAYMENT PLAN AGREEMENT

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POWER OF ATTORNEY. In the event you default under the terms of this Agreement, and if allowed by applicable law, you hereby irrevocably appoint us as your true and lawful attorney-in-fact with respect to the Vehicle Service Contract until all amounts payable hereunder are paid in full. If allowed by applicable law, you agree that we will have full power under this power of attorney to (i) cancel or reinstate the Vehicle Service Contract, (ii) endorse or execute, in your name, all checks issued and all other documents or instruments relating to the Vehicle Service Contract, (iii) receive, demand, collect or sue for any amounts relating to the Vehicle Service Contract due and owing to us by the Administrator, insurer, Seller, or other obligor and (iv) take such other actions as are necessary to further the purposes of this Agreement.

ACCEPTANCE, RATIFICATION, ACCURACY. This Agreement shall be effective when signed by you and us, or where applicable, upon the first of the following events to occur after we mail you a copy of the Agreement (1) you sign and transmit to us a copy of the signed Agreement, in wet ink or electronically, or (2) you make your first payment. Either signature or payment according to the terms of the Agreement ratifies and makes effective your and our obligations under the Agreement. You may not modify the preprinted terms of this Agreement.

SERVICING AND COLLECTION CONTACTS. By providing your wireless (cell) telephone number, you expressly consent to receiving telephone calls from us, and any assignee of this Agreement, concerning your Agreement, including calls to collect what you owe. Live calls may be made by one of our employees. Calls may also be made by a prerecorded, autodialed voice or text message as applicable law allows. Your consent covers all types of calls. We do not charge you for such calls. Your wireless carrier will charge you for our incoming calls and text messages according to your plan.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between you and us. It supersedes any other written or oral agreement between the parties, and, except as otherwise set forth herein, may be modified only in writing signed by us. No oral changes to the terms of this Agreement are binding on you or us.

REMEDIES, GOVERNING LAW, WAIVERS. This Agreement is governed and construed in accordance with federal law and the laws of the state of your residence as provided on the first page of this Agreement. Each provision in this Agreement will be interpreted so as to be effective and valid under applicable law. This Agreement includes an arbitration provision. By signing or ratifying this Agreement, you agree to be bound by the terms of the arbitration provision.

MISCELLANEOUS. The content and format of this Agreement has been adopted to provide you with important information in a clear and familiar form and its use does not imply that any particular federal or state law relating to lending or installment sales applies to this Agreement or transactions it contemplates. You expressly acknowledge and understand that the purchase of a Vehicle Service Contract is not required either to purchase or obtain financing for a vehicle. Time is of the essence in this Agreement.

For purchases primarily for personal, family or household use, the following disclosures applies.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ARBITRATION PROVISION. This Arbitration Provision significantly affects your rights in any dispute with us. Please read this Arbitration Provision carefully before you sign or ratify the Agreement.

EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY

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ARBITRATION AND NOT IN COURT. IF A DISPUTE IS ARBITRATED, YOU AND WE WILL EACH GIVE UP CERTAIN RIGHTS THAT MAY BE AVAILABLE IN COURT, INCLUDING OUR RIGHT TO A TRIAL BY JURY. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the arbitrability of any issue), between you and us or our employees, agents, successors or assigns, which arises out of or relates in any manner to this Agreement or any resulting relationship (including any such relationship with third parties who do not sign this Agreement, such as an assignee of the Agreement) shall, at your or our election (or the election of any such third party), be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. This is called the "class action waiver."

You may choose the applicable rules of either the American Arbitration Association ("AAA") or another arbitration organization, subject to our approval. You may obtain a copy of the rules of the AAA by visiting its web site (www.adr.org). We waive the right to require you to arbitrate an individual claim if the amount you seek to recover qualifies as a small claim under applicable law.

This Arbitration Provision relates to an agreement that evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.).

The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules of the chosen arbitration organization. The arbitrator shall apply substantive governing law and the applicable statute of limitations. The arbitration award shall be in writing. The arbitration hearing shall be conducted in the federal district in which you live, or such other place convenient to you as required by the rules of the chosen arbitration organization. If you demand arbitration first, you will pay the filing fee if the chosen arbitration organization requires it. We will advance and/or pay any other fees and costs required by the rules of the chosen arbitration organization.

The arbitrator's award shall be final and binding on all parties. There shall be a limited right to appeal to the extent allowed by the Federal Arbitration Act. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous.

If any part of this Arbitration Provision other than the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder shall be enforceable. If the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Provision shall be unenforceable. This Arbitration Provision shall survive the termination of any contractual agreement between you and us, whether by default or repayment in full.

STATE LAW DISCLOSURES:

OHIO. If you reside in Ohio, the following disclosures applies: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NOTICE TO BUYER: (1) Do not sign this Agreement before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of this Agreement. (3) You have the right to cancel the

Payment Procession Center: PayLink Direct 150 N. Wacker Drive, Suite 2700 Chicago, IL 60606
ph. 800.839.7940 fx.312.261.4888 www.paylinkdirect.com

PAYMENT PLAN AGREEMENT

Service Contract Number **APP52473**

Vehicle Service Contract at any time and make no further payments. (4) You have the right to pay in advance the full amount due without penalty. (5) Keep this Agreement to protect your legal rights.

BY SIGNING BELOW OR BY MAKING YOUR FIRST PAYMENT AFTER YOU HAVE RECEIVED A MAILED OR ELECTRONIC COPY OF THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISION ABOVE, AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

BUYER		SELLER	
X TELEPHONE SALE	07/11/16	By: X OMEGA	07/11/16
Signature	Date	Signature	Date

In accordance with the terms and conditions of the agreement between Seller and PayLink Direct, Seller hereby assigns its right, title, and interest in this Agreement to PayLink Direct.

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IRVINE, CA 92614

PAMELA DEBERGHES
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COLORADO SPRINGS, CO 80919

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