



**PELOTON PROTECTION PLAN
TERMS AND CONDITIONS**

PELTON PROTECTION PLAN TERMS AND CONDITIONS

1. PLAN INTRODUCTION

Welcome to Your Peloton Protection Plan. Developed exclusively for Peloton Covered Products, this document outlines the details of Your Plan, such as coverage information, instructions on how to file a claim, cancellation policies, and much more. The terms and conditions of this Protection Plan govern the coverage under this Plan and is in addition to the coverage provided under Peloton's limited hardware warranty.

2. YOUR RESPONSIBILITIES

- 2.1. Please read these terms and conditions carefully so that You fully understand Your coverage under this Plan. While there are no limits to Your fitness goals, this Plan has some limits, conditions, obligations, and exclusions designed to keep this Plan affordable for You and manageable for Us.
- 2.2. You may be required to provide these documents in the event of a claim. So please keep this Plan, Your Order Confirmation, and any receipts for maintenance services, repairs, manufacturer updates or modifications. Refer to Your Order Confirmation to determine the Coverage Term and Coverage Type of this Plan, and if there is a Deductible required to obtain service.
- 2.3. You must maintain the Covered Product in accordance with the manufacturer's owner's manual and any limited hardware warranty.

3. HOW TO FILE A CLAIM

- 3.1. For questions, troubleshooting, or to file a claim, please contact the Administrator at (866) 679-9129 between 9:00 AM and 9:00 PM EST. We'll help determine the issue and the next steps to get You back on track, whether it be a part replacement, scheduling an authorized service technician, or something else.
- 3.2. Do not return the Covered Product to the Seller or obtain unauthorized service without instruction from the Administrator.
- 3.3. Please note that all repairs must be authorized by the Administrator prior to the performance of work. Claims on unauthorized repairs may be denied.
- 3.4. All claims must be reported within the Coverage Term of this Plan.
- 3.5. Your account must be current to receive service.

4. DEFINITIONS

- 4.1. **Administrator, and Seller:** the entity responsible for selling this Plan and administering benefits to You in accordance with the Plan terms and conditions, who is Peloton Interactive, Inc. ("Peloton"), 441 Ninth Ave., 6th floor, New York, NY 10001, (866)-679-9129.
- 4.2. **Plan Expiration Date:** the date that coverage under this Plan ends, as shown on Your Order Confirmation.
- 4.3. **Coverage Term:** the length of time that Your Coverage is effective. Coverage begins upon the later of (1) the first date of delivery of Your Covered Product; or (2) the purchase date of the Plan (if purchased after the Covered Product purchase date) or (3) the date shown on Your Order Confirmation. For commercial plans, coverage begins upon the expiration of the manufacturer's warranty. Our obligations under this Plan end on the Plan Expiration Date shown on Your Order Confirmation or when our obligations under this Plan end according to Section 9.3. of this document. **IF YOU PURCHASED THIS PLAN AFTER THE PURCHASE DATE OF THE COVERED PRODUCT, THEN A THIRTY (30) DAY WAITING PERIOD IS REQUIRED.** Any claims filed prior to or during this waiting period are considered pre-existing

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conditions and are not covered by this Plan. If during the waiting period a pre-existing condition renders the item ineligible for coverage, We will cancel Your Plan and provide You with a full refund of the Plan Price.

- 4.4. Coverage Type:** the level of coverage You purchased as shown on Your Order Confirmation. Optional coverages such as Accidental Damage from Handling (“ADH”) are described in Section 7.2.
- 4.5. Covered Product:** the Peloton product(s) covered by this Plan as shown on Your Order Confirmation. Covered Products may include Peloton Fitness Equipment, including but not limited to exercise bikes, treadmills, home exercise equipment, and some eligible accessories.
- 4.6. Deductible:** the amount You are required to pay (if any), per approved claim, prior to receiving services under this Plan, as shown on Your Order Confirmation. Any Deductibles will be shown on Your Order Confirmation.
- 4.7. Obligor, We, Us, and Our:** the entity that is obligated to provide service under this Plan is Extend Warranty Services Corporation in all states except in Florida, Oklahoma, and Washington where it is Extend Protection Corporation, both located at 3300 N. Interstate 35, Ste 700, Austin, TX 78705, 1-(877) 248-7707.
- 4.8. Plan:** this plan or service contract between You and Us.
- 4.9. Plan Price:** the price You paid for this Plan, as shown on Your Order Confirmation.
- 4.10. Order Confirmation:** Your sales invoice, receipt, or Order Confirmation email from Peloton for the purchase of this Plan that provides the Coverage Term, Coverage Type of this Plan, Plan Price, and if there is a Deductible required to obtain Service.
- 4.11. You, Your, or Purchaser:** the purchaser of the Covered Product(s) and this Plan, or any authorized transferee/assignee of the purchaser.

5. ELIGIBILITY

- 5.1.** To be eligible for coverage, when You purchase this Plan the Covered Product must be in good working order. **The Product will not be eligible for coverage if it:**
 - 5.1.1.** was sold without a manufacturer’s warranty or was sold “as is”.
 - 5.1.2.** was donated to, or is being used in, a not-for-profit environment.
 - 5.1.3.** has a serial plate that has been removed, defaced, or made illegible.
- 5.2. Territories:** The Plan territory is limited to the 50 states of the United States of America, the District of Columbia and Puerto Rico.

6. PAYMENT OPTIONS

- 6.1.** Here’s how the payment options work with this Plan:
 - 6.1.1. Up Front Pay:** If You paid for Your Plan up front, coverage under Your Plan will end after the Coverage Term, unless it is renewed or canceled, or We have fulfilled Our obligations under this Plan in accordance with the Limit of Liability (see Section 9.3.).
 - 6.1.2. Installment Paid Term Plans:** If You select a Plan for a set period (e.g., 24 months) and pay for it in regularly

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agreed upon installments, coverage under Your Plan will continue for the set Coverage Term, unless it is renewed, canceled or Our obligations under the Plan become fulfilled in their entirety in accordance with the Limit of Liability (see Section 9.3.). Until the Plan described in this paragraph is canceled or Our obligations under this Plan become fulfilled, You authorize Peloton to charge Your credit or debit card for the amount specified on Your Order Confirmation, plus tax, for each month of the Coverage Term specified on Your Order Confirmation plus tax.

7. WHAT IS COVERED

7.1. PELOTON PROTECTION

- 7.1.1.** If Your Covered Product fails to perform during the Coverage Term as intended due to a covered mechanical or electrical breakdown due to defects in materials and workmanship during normal usage or as a result of a power surge the Obligor, through the Administrator, will arrange and pay for authorized repairs to, or the replacement of, the Covered Product.
- 7.1.2.** If We determine that the Covered Product cannot be repaired, if the cost of repair exceeds the Limit of Liability, or if parts are no longer available, We will, at Our option, (a) replace the Covered Product with a product of equal or similar features and functionality or (b) reimburse You for the price You paid for the Covered Product, minus taxes, and claims paid.
- 7.1.3.** In the event We replace Your Covered Product, We will pay for shipping Your Covered Product to the manufacturer and shipping the replacement product to Your home.

7.2. OPTIONAL COVERAGES

- 7.2.1. Accidental Damage from Handling (“ADH”):** If You purchased a Plan that includes ADH Coverage, Your Covered Product is protected against ADH during the Coverage Term. ADH covers operational or mechanical failure caused by an accident, such as drops, spills, or accidental tip-overs. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. **Failure to provide this information may result in claim denial. Exclusions and limitations can be found in Section 8. “Exclusions - What is Not Covered” below.**
- 7.2.2. Commercial:** For products used in a commercial setting/environment (i.e., for use other than in a residential single-family setting), a Commercial Plan is required. If purchased, this Commercial Plan will furnish replacement parts and/or labor necessary to maintain Your Covered Product that is used in a commercial setting. Selected products are manufactured specifically for commercial use and include a manufacturer’s warranty. For those products, actual service coverage under the Plan begins upon expiration of the shortest portion of the manufacturer’s original or factory-refurbished parts and labor warranty. During the manufacturer’s warranty period, any parts, labor, on-site service, or shipping costs covered by that warranty are the sole responsibility of the manufacturer.

8. EXCLUSIONS - WHAT IS NOT COVERED

The following is not Covered by Your Plan:

- 8.1.** products not originally covered by a manufacturer’s warranty or retailer guarantee,
- 8.2.** failures from manufacturer defects that occurred and are covered by the manufacturer’s warranty or are a result of a recall,

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- 8.3. failure caused by Your lack of following the manufacturer's instructions for operation and care of the Covered Product, as outlined in the manufacturer's owner's manual,
- 8.4. all pre-existing conditions or damage to Covered Products occurring prior to the Coverage Term of this Plan,
- 8.5. modifications to meet changes in federal, state, or local codes and regulations,
- 8.6. nonfunctional or aesthetic parts, accessories used in conjunction with a Covered Product, unless shown on Your Order Confirmation,
- 8.7. cleaning, periodic checkups, or preventive maintenance,
- 8.8. scratches, peeling, dents, or other damage, which does not impact the functioning of the Covered Product,
- 8.9. consumable items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, pedals, pedal straps, and pedal inserts,
- 8.10. loss or damage from abnormal use, abuse, misuse, mishandling, neglect, introduction of foreign objects into the Covered Product, unauthorized modifications, or alterations to a Covered Product,
- 8.11. incidental, consequential, or secondary damages, including loss of use or any damages related to a delay in rendering service under this Plan,
- 8.12. any product purchased for or used at any time for commercial purposes or on a rental basis unless a Commercial Plan has been purchased, as shown on Your Order Confirmation,
- 8.13. any damage caused by unauthorized repairs and/or parts replacement,
- 8.14. any other loss other than a covered breakdown of the Covered Product as described in Section 7.,
- 8.15. incorrect connection of signal leads or incorrect electrical supply and failure or improper use of any electrical source,
- 8.16. damage incurred while moving the Covered Product between locations with separate addresses,
- 8.17. loss or damage caused by external causes of any kind, including third party actions, war, invasion, rebellion, riot, strike, labor disturbance, lockout, civil commotion, fire, theft, insects, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, flood, water, acts of God or consequential loss of any nature,
- 8.18. any cost recoverable under any other warranty, guarantee, or under an insurance policy (in such case, this Plan will cover any applicable deductible up to the Limit of Liability),
- 8.19. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any software or data residing or recorded in Your Covered Product,
- 8.20. mechanical breakdown, damage, loss of use of, corruption of, inability to access or inability to manipulate any hardware or system as a result of unauthorized access to the Covered Product's data or systems, including damage resulting from a denial-of-service attack, computer software virus, or the receipt or transmission of malicious code.

9. SERVICE PROCEDURES AND LIMIT OF LIABILITY

- 9.1. The decision to provide You with repair, replacement, or reimbursement will be made solely by the Administrator or the Obligor, as follows:

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9.1.1. Repair: We will furnish and pay for authorized repairs to the Covered Product at Your provided address. Parts will be replaced with those of like kind and quality and may be new or remanufactured. An authorized technician may opt to remove the Covered Product to perform service in-shop and will return the Covered Product upon completion. In the event a Covered Product must be shipped to a central service facility, We will pay for two-way shipping to the point of repair and thereafter. The authorized technician must have safe and clear access to, and safe working conditions at and around the Covered Product. Unsafe conditions include, but are not limited to, the presence of animals or insects in the work area, a threatening work environment, or the presence of bodily fluids, on or near the Covered Product. If the Covered Product is not accessible, or if the work area is determined to be unsafe by the authorized technician, We may, in Our discretion, decline to provide service.

9.1.2. Replacement: We may, at Our option, (a) replace a component part of the Covered Product with a new or refurbished part, (b) replace the Covered Product with a product of equal or similar features and functionality or (c) reimburse You for the retail price of the Covered Product, minus taxes and claims paid. In the event We replace Your Covered Product or a component part, We will pay for shipping Your Covered Product to the manufacturer and shipping the replacement product to Your home.

9.2. We reserve the right to inspect the Covered Product prior to coverage or during the Coverage Term. Model number, serial number, and original date of purchase of all Covered Products must be provided to execute application for service. All required payments for this Plan must be paid and current prior to services being rendered. If You initiate service for a non-covered repair or a "no failure found" diagnosis is determined by Us, You may be responsible for all costs associated with the repair call. We are not responsible for any loss of Your data under any circumstance.

9.3. Limit of Liability: Our maximum liability during the Coverage Term of this Plan shall not exceed two (2) times the purchase price of the Covered Product, as shown on Your Order Confirmation, excluding tax. The limit of liability includes any costs for access, diagnosis, repair, replacement, delivery of replacement product, and reimbursement during the Coverage Term of this Plan. Upon reaching the Limit of Liability, pursuant to the terms set forth above, this Plan will end, all Our contractual obligations to You under this Plan are fulfilled. If a claim is fulfilled by a replacement product, the original Covered Product becomes Our property, and We may require the original product be returned to Us at Our expense.

10. CANCELLATION

10.1. You may cancel this Plan for any reason at any time by contacting Peloton at (866) 679-9129 or www.onepeloton.com/company/contact.

10.2. Cancellation requests made within sixty (60) days of the Purchase Date will receive a 100% refund of the full Purchase Price of the Plan if no claim has been made under the Plan. Cancellations requests made more than sixty (60) days from the Purchase Date, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term of the Purchase Price of the Plan, less the costs of claims made (if any).

10.3. If this Plan was inadvertently sold to You on a product that was not intended to be covered by this Plan, We will cancel this Plan and return the full purchase price of the Plan to You.

10.4. We reserve the right to cancel this Plan upon at least thirty (30) days prior written notice. If We cancel this Plan, a pro rata refund will be issued for the unexpired Coverage Term, less the costs of any claims paid. The notice of cancellation will include the reason and the effective date of cancellation.

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- 10.5.** In the event of customer fraud, material misrepresentation or if required to do so by a regulatory authority, cancellation may be immediate and without prior notice and We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued.
- 10.6.** In the event of non-payment by You, cancellation may be immediate and without prior notice, any refund will be a pro-rata refund based on the elapsed Coverage Term of the Purchase Price of the Plan, less the costs of claims made (if any).

11. CONDITIONS

- 11.1. Renewal:** For Up Front or Installment Paid Term Plans, renewal of Your Plan will be at Our discretion. Renewal cost will reflect the age of the Covered Product and service costs at time of renewal.
- 11.2. Transferability:** This Plan is transferable by the original Purchaser for the balance of the original Coverage Term. The Covered Product may be registered by going online to www.onepeloton.com/company/contact, or calling (866) 679-9129, and providing the date of new ownership, new owner's name, complete address, and telephone number.

12. LEGAL DISCLOSURES

- 12.1. Subrogation:** If We make any payment, We are entitled to recover what We paid from other parties. By accepting settlement of a claim, You transfer to Us Your right to recovery against any other party.
- 12.2. Entire Agreement:** This Plan represents the entire agreement between You and the Obligor. No agent has the authority to change this Plan or to waive any of its provisions. No other written or oral statement applies to this Plan. No coverage will be provided under this Plan if any information that You, or anyone claiming benefits hereunder, provided to Us regarding this Plan is determined to be false, misleading, or omitted.
- 12.3. Insurance Policy:** Our obligations under this Plan are guaranteed under contractual liability policies issued by Continental Casualty Company and The Continental Insurance Company. Both can be reached at 151 N. Franklin St., Chicago, IL 60606, 1-(800) 831-4262. If, within sixty (60) days, We have not paid a covered claim, provided You with a refund, or You are otherwise dissatisfied, You may make a direct claim under these contractual liability policies.
- 12.4. Privacy Policy:** Peloton and the Obligor take the protection of Your personal data seriously. Our Privacy Policy is located here: <https://www.extend.com/privacy>, and Peloton's Privacy Policy is here: <https://www.onepeloton.com/privacy-policy>. Please read the Privacy Policy carefully to fully understand how they collect, share, and protect personal data about You.
- 12.5. Assignment:** We may assign this Plan, in whole or in part, at any time without prior notice to You. We may delegate any of Our obligations at Our sole discretion and without Your consent provided We give You 30 days prior written notice of the changes. You may not change this Plan or delegate any of Your obligations.
- 12.6. Incidental/Consequential Damages and Warranties:** YOU AGREE THAT THE OBLIGOR, AND ITS AFFILIATES, PELTON, THE SELLER, MANUFACTURER, ANY CONTRACTORS, ANY AGENTS, OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, LOST TIME, OR FAILURE OF THE COVERED PRODUCT. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.
- 12.7. Severability:** If any provision of this Plan is held invalid, illegal, or unenforceable in any respect under law, the validity, legality, and enforceability of the remaining provisions of this Plan shall not in any way be affected or impaired thereby.
- 12.8. Payment Limitations:** This Plan and each party's obligations hereunder are subject to applicable law and regulation, including, without limitation, to applicable export control laws and regulations of the United States in all applicable

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jurisdictions, including economic and trade sanctions administered by the Office of Foreign Assets Control of the United States Department of Treasury (OFAC). In furtherance of the foregoing, in no event will We be obligated to make any payment in connection with this Plan that would violate any order, guidance, or other instruction issued by any governing body in the United States (including OFAC), or any other jurisdiction applicable to Us.

13. STATE REQUIREMENTS AND DISCLOSURES:

The following state-specific variations will control if inconsistent with any other provisions of this Plan:

Alabama: Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims. If you cancel this Plan after 60 days or after a claim has been made, the refund due may be credited to any outstanding balance owed by You, and the excess, if any, shall be refunded to You." If We cancel this Plan, We will provide You with written notice listing the effective date of the cancellation and the reason for the cancellation at least five days prior to the cancellation date, except if the Plan is being canceled for nonpayment or a material misrepresentation by You related to the covered property or its use.

Arizona: This Plan does not exclude any preexisting conditions that were known or reasonably should have been known by Us or the person selling the Plan on Our behalf. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Plan due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent, and workmanlike manner. In the event You do not receive satisfaction under this Plan, You may contact the Arizona Department of Insurance and Financial Institutions' Consumer Protection Division at 100 N. 15 Ave., Suite 261, Phoenix, AZ 85007- 3630 or by calling 602-364-2499.

Arkansas: Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims." We may use nonoriginal manufacturer's parts.

California: This Plan may be canceled by You for any reason, including the Covered Product being sold, lost, stolen or destroyed. Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within thirty (30) days, a ten percent (10%) penalty per annum will be added to the refund for each thirty (30) days or fraction thereof until the refund is paid. This only applies to the original Plan purchaser and is not transferable. Cancellations requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term of the Purchase Price of the Plan, less the cost of any claims. By choosing the Continuous Monthly Plan (if applicable), You affirmatively consent to the Plan automatically renewing at the end of every month. Your affirmative consent is collected by, and on file with, the Administrator.

Colorado: Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims."

Connecticut: If We are unable to resolve any disputes with You regarding this Plan, you may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint should describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan. This Plan is automatically extended while the product is being repaired. You may cancel this Plan if You return the Covered Product or the Covered Product is sold, lost, stolen, or destroyed.

District of Columbia: Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60)

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days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims.”

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

Georgia: The language in 8.4 of the Exclusions – What is not Covered Section is deleted and replaced with “**all pre-existing conditions or damage to Covered Products occurring prior to the Coverage Term of this Plan that were known to You or reasonably should have been to You,**” Section 10.2. is deleted and replaced with “Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price, decreased by the amount of claims paid under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims. “We may only cancel the Plan due to: (1) Discovery of fraud or a material misrepresentation by You; or (2) Nonpayment by You. If We cancel this Plan, We will send written notice at Your last known address at least thirty (30) days prior to the cancellation date. Any refund will be a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims.”

Hawaii: Section 10.2. is deleted and replaced with “Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims.”

Illinois: Section 10.2. is deleted and replaced with “Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims.”

Indiana: Your proof of payment to Us shall be considered proof of payment to the insurance company which guarantees Our obligations to You.

Maine: Section 10.2. is deleted and replaced with “Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims.” Notice of cancellation will include the reason and the effective date of the cancellation and will be mailed to Your last known address. If this Plan is canceled for a reason other than nonpayment of the provider fee, a pro rata refund will be issued for the unexpired Coverage Term, less the costs of any claims paid.

Maryland: Section 10.2. is deleted and replaced with “Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims.” This Plan is extended automatically when We fail to perform the services under the Plan. This Plan does not terminate until the services are provided in accordance with the terms of the Plan.

Massachusetts: Section 10.2. is deleted and replaced with “Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims.”

Michigan: If the performance of this Plan is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

Minnesota: Section 10.2. is deleted and replaced with “Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at

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least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims." We reserve the right to cancel this Plan upon at least thirty (30) days prior written notice. In the event of customer fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Plan, cancellation may be made upon at least five days written notice to You. If We cancel this Agreement, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. In the event of cancellation for customer fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.

Missouri: Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims."

Nevada: Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term, will receive a 100% refund of the full Plan Price, if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellations requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims." If the Plan has been in effect for seventy (70) days or more, We can only cancel the Plan due to: (1) An unauthorized repair which results in a material change in the nature or extent of the risk associated with the Plan; (2) Discovery of fraud or material misrepresentation by You in obtaining the Plan, or in presenting a claim for service thereunder; (3) An act or omission by You or a violation by You of any condition of the Plan that substantially and materially increases the service required under the Plan; and (4) Nonpayment. Any refund will be a pro-rata refund based on the elapsed Coverage Term of the Purchase Price of the Plan. If We cancel this Plan, We will send written notice at Your last known address at least fifteen (15) days prior to the cancellation date. If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Division of Insurance at (888) 872-3234. The **Exclusions - What is Not Covered** section contains exclusions and limitations to coverage but not reasons for which the contract itself may be canceled.

New Hampshire: If You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301 or by phone at 603-271- 2261.

New Jersey: Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims." We may use refurbished, reconditioned, or non-original manufacturer's parts. **This service contract is not in the nature of a guaranty or warranty as that term is legally defined and commonly understood.** The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

New Mexico: Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within sixty (60) days, a ten percent (10%) penalty per each thirty day period or portion thereof that the refund and any accrued penalties remain unpaid will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims." If the Plan has been in effect for seventy (70) days or more, We can only cancel the Plan due to: (1) An unauthorized repair which results in a material change in the nature or extent of the risk associated with the Plan; (2) Discovery of fraud or material misrepresentation by You; (3) An act or omission by You or a violation by You of any condition of the Plan that substantially and materially increases the service required under the Plan; and (4) Nonpayment. Any refund will be a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims. If We cancel this Plan, We will send written notice at Your last known address at least fifteen (15) days prior to the cancellation date. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

New York: Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims."

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North Carolina: If the Plan has been in effect for sixty (60) days or more, We can only cancel the Plan due to: (1) violations of the Plans terms and conditions; (2) Discovery of fraud or material misrepresentation by You; (3) An act or omission by You or a violation by You of any condition of the Plan that substantially and materially increases the service required under the Plan; and (4) Nonpayment. Any refund will be a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims. If We cancel this Plan, We will send written notice at Your last known address at least fifteen (15) days prior to the cancellation date. The insurer of this Plan shall assume responsibility for the administration of the Plan if We or You are unable to do so. The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

Oklahoma: This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma license number: 514801679.

Puerto Rico: Section 10.2 is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within thirty days (30) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims." If We cancel the Plan we will send a written notice to you, at least fifteen (15) days prior to the termination or cancellation of the Plan.

South Carolina: Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims. If You have any questions regarding this Plan, or a complaint against Us, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Tennessee: This Plan is automatically extended while the product is being repaired.

Texas: Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price, decreased by the amount of claims paid under the Plan. Cancellation requests made more than sixty (60) days from the start of the Coverage Term will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of the cancellation of the Plan. Peloton's administrator license number is 254. If We fail to provide a repair within 60 days of the date of proof of loss or fail to issue any applicable refund within forty-five (45) days after cancellation, You are entitled to make a claim against the insurer in accordance with Section 12.3. Unresolved complaints concerning service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 (512) 463-6599 or (800) 803-9202.

Utah: This Plan is subject to limited regulation by the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel the Plan due to: (1) substantial breach of the Plan's terms and conditions; (2) Discovery of fraud or material misrepresentation by You; (3) An act or omission by You or a violation by You of any condition of the Plan that substantially and materially increases the service required under the Plan; and (4) Nonpayment. Any refund will be a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims. We cancel for material misrepresentation or a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice to You. If We cancel for nonpayment of premium the cancellation will be effective ten (10) days after mailing of notice to You.

Virginia: If any promise made in the Plan has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml.

Washington: Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims." If We cancel this Plan written notice will be sent at least twenty-one (21) days prior to the cancellation. The notice of cancellation will include the reason and the effective date of cancellation. A pro rata refund will be issued for the unexpired Coverage Term, less the costs of any claims paid. Section 10.5. and 10.6. is deleted and replaced with: "In the event of nonpayment, customer fraud, material misrepresentation or if required to do so by a regulatory authority, we may cancel this plan with twenty-one (21) days prior written notice. a pro rata refund will be issued for the unexpired Coverage Term, less the costs of any claims paid. The notice of cancellation will include the reason and the effective date of cancellation. You are not required to wait before filing a claim directly with the insurer of this Plan. You may make a claim directly with the insurer in accordance with Section 12.3.

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Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We can only cancel the Plan due to: (1) substantial breach of the Plans terms and conditions; (2) A material misrepresentation by You; or (3) Nonpayment. Any refund will be a pro-rata refund based on the elapsed Coverage Term of the Purchase Price of the Plan, less the cost of any claims. If We cancel for nonpayment of premium, the cancellation will be effective five (5) days after mailing of notice to You. If we cancel the plan, We will provide you written notice at least 5 days prior to cancellation stating the effective date of the cancellation and the reason for the cancellation. Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims." In the event of a total loss of the Covered Product, You may cancel this Plan and receive a pro-rata refund, less any claims paid. If We fail to pay any claim or, if applicable, fail to replace a product covered under this Plan within 60 days after You provide proof of loss or, if You cancel this Plan and We fail to refund the unearned portion of the Price or, if We become insolvent or otherwise financially impaired, You are entitled to make a direct claim under the insurance policy issued by the insurer in accordance with Section 12.3.

Wyoming: Section 10.2. is deleted and replaced with "Cancellation requests made within sixty (60) days of the start of the Coverage Term will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund. This only applies to the original Plan purchaser and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund based on the elapsed Coverage Term, less the cost of any claims."