



NAME	DATE

Thank you for choosing Planet Car Care. 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. Planet Car Care plans include Towing, 24-Hour Roadside Assistance and Concierge Services to help eliminate these stressful times.

Please take the time to carefully review all of your vehicle protection plan information below to ensure its accuracy. If it is not correct, please contact us at 1 (833) 670-0482.

Sincerely,

The Planet Car Care Team

Important Contact Numbers

609-665-5488	833-670-0482
ROADSIDE	CLAIMS

AGREEMENT NUMBER	PLAN	LEINHOLDER
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BASIC

Planet Car Care

AGREEMENT HOLDER INFORMATION

NAME:
ADDRESS:
CITY, STATE, ZIP:
PHONE:
EMAIL:

SELLER ACCOUNT INFORMATION

NAME: Planet Car Care
ADDRESS: 1125 Atlantic Ave Ste 215
CITY,STATE,ZIP: Atlantic City, NJ 08701
PHONE: 833-670-0482
EMAIL: info@planetcarcare.com

COVERED VEHICLE INFORMATION

YEAR	
MAKE	
MODEL	
VIN NUMBER	
ODOMETER	
DEDUCTIBLE	\$100

MANDATORY SURCHARGES:

[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. The "Waiting Period" = [30 days and 1,000] miles from the Agreement Purchase Date and Odometer Mileage at Agreement Purchase [30 days and 1,000 miles] will be added to the term of Your Agreement.]

AGREEMENT

- This agreement (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 Planet Car Care. 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 Jefferson Insurance Company.
- IF THE OBLIGOR FAILS TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS AGREEMENT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION

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** – Planet Car Care is the company 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 – Planet Car Care

15. YOU, YOUR - The AGREEMENT holder shown on the DECLARATION PAGE of this AGREEMENT.

16. Act of War - Any warlike action by a military or paramilitary force, including without limitation in defending against an actual or expected attack; or any act which is associated with, connected with, or occurring in the course of war, or which directly precipitates or provokes war.

17. Computer System - Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, or wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.

18. Cyber risk - Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any of the following: any unauthorized, malicious, or criminal act, or the threat of such act(s), involving access to, or the processing, use or operation of, any computer system; any error or omission involving access to, or the processing, use, or operation of, any computer system; any partial or total unavailability or failure to access, process, use, or operate any computer system; or any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount pertaining to the value of such data.

19. Political risk - Any one or more of the following: any event, organized resistance, or action intending or implying the intention to overthrow, supplant or change outside of normal legal processes the existing head of state, elected official, appointed official, government, or political, militarized, terrorist or ruling group; nationalization; confiscation; expropriation; deprivation; requisition; revolution; rebellion; insurrection; uprising; military and usurped power; or any action taken by a governmental authority in response to the foregoing.

20. War - A state or period of hostile armed conflict, or military or paramilitary action, between two or more or within any of the following: a nation, a state, a government, a territory, a ruler, or a political, militarized, terrorist, or ruling group. It includes any acts or events associated with, connected with, or occurring in the course of such conflict or action, or directly precipitating or provoking such conflict or action. This definition applies regardless of whether war has been officially or formally declared, or whether governments have officially recognized the conflict or action as war.

21. Illegal activities – Any actual or alleged violation of any federal, state or local regulation, statute or law; any forgery, conversion, secretion, or embezzlement; or any dishonest, fraudulent, criminal, or illegal act.

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: Motor's, 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 and a maximum of one hundred fifty dollars (\$150) up to five (5) days per Mechanical Breakdown. For claims in excess of \$3,000, WE will reimburse YOU for a rental car at the rate of up to thirty dollars (\$30) per day and a maximum of two hundred forty dollars (\$240) up to eight (8) days per Mechanical Breakdown. Unless a parts delay occurs during the Breakdown, in which case, we will add an additional three (3) days for a maximum of ninety (\$90) additional dollars. 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. If applicable, replace the engine timing belt at the intervals specified by the VEHICLE manufacturer. 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 must make your first monthly payment per the payment plan agreement before claims can be paid, and said payment serves as your acceptance of the terms of this contract.
- 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 teardown 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

For all Powertrain Coverages, the total Aggregate Limits of Liability for all claims paid or payable during the term of this AGREEMENT shall not exceed a total dollar amount of \$12,500. 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 U S. 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 only provides benefits to YOU and only as expressly stated herein. 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 833-670-0482 to obtain the modified Term and Mileage Limits.

GUIDE TO FILING A CLAIM - CALL 833-670-0482

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 833-670-0482 for instructions, before ANY repairs are made.
- (3) The ADMINISTRATOR reserves the right to inspect YOUR Vehicle prior to issuing any authorization to the Repair Facility. In the event that the ADMINISTRATOR determines the Repair Facility is unable to perform a proper diagnosis or repair YOUR Vehicle, or there is a

dispute between the ADMINISTRATOR and the Repair Facility, the ADMINISTRATOR reserves the right to move YOUR Vehicle to a repair facility of the ADMINISTRATOR 's choice.

(4) Prior to proceeding with repairs, ensure the Repair Facility has been provided an authorization number for the covered repairs by the ADMINISTRATOR. Repairs performed without prior approval will not be honored (except for Emergency Repairs as described within).

(5) 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.

(6) 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, not to exceed \$500), 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, or exceeds a total cost of \$500, 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 (Eastern Time Zone) Monday through Friday 9:00 AM until 5:00 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, headlight assemblies, 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, voice recognition systems, electronic transmitting/receiving devices (unless Enhanced Electronics Package coverage box has been marked and paid on the Declaration page), 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 (covered only as part of repair or replacement of a Covered Part), 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; and hazardous waste fees. Fastening hardware (external nuts, bolts, springs, brackets etc.) are only covered when required in connection with the replacement of a covered part, but never as a cause of failure.

ADDITIONAL COVERAGE OPTION

ENHANCED ELECTRONICS PACKAGE - If the AGREEMENT DECLARATION PAGE indicates that YOU marked and paid for the Enhanced Electronics Package, WE will pay (\$750.00) to repair or replace any of the following Original factory installed components: radio/CD/DVD/VCR players, 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, and voice recognition systems (Bluetooth).

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. A BREAKDOWN THAT IS REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE CONTRACT PURCHASE DATE OR THE DATE COVERAGE TAKES EFFECT.
4. A BREAKDOWN IF THE INFORMATION PROVIDED BY YOU, OR THE REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE
5. 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;

6. 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 FOR THE LENGTH OF OWNERSHIP, 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;

7. 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;

8. 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;

9. 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;

10. FOR ANY MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE COMPLETION OF THE VALIDATION PERIOD OR BY THE FAILURE OF THE INSURED TO MAINTAIN PROPER QUALITIES OR LEVELS OF COOLANTS OR LUBRICANTS;

11. 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;

12. FOR ANY REPAIR COSTS DUE TO CONTAMINATION OF ANY KIND, CORROSION, RUST, DRY ROT, DETONATION, PRE-IGNITION, CARBON BUILD UP, OIL: SLUDGE, ELECTROLYSIS, RATTLES, WATER LEAKS, WIND NOISES, INCORRECT FUEL TYPE;

13. 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.
14. CHARGES FOR: SHOP SUPPLIES, FREIGHT, HAZARDOUS WASTE DISPOSAL, WHEEL ALIGNMENT AND TIRE BALANCE, ADJUSTMENTS, SEALING, REPOSITIONING, REFITTING, REALIGNING, AND/OR CLEANING
15. GRADUAL REDUCTION IN OPERATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR.
16. FOR A BREAKDOWN NOT OCCURRING IN THE UNITED STATES OR CANADA
17. A BREAKDOWN OF A COVERED PART BY A NON-COVERED PART, OR OF A NON-COVERED PART DAMAGED BY A COVERED PART.
18. A BREAKDOWN CAUSED BY OR FOR DAMAGES RESULTING FROM OVERHEATING REGARDLESS OF CAUSE.
19. 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.
20. FOR PARTS THAT ARE NOT SPECIFICALLY LISTED IN THE SCHEDULE OF COVERED PARTS SECTION OF THIS AGREEMENT;
21. THIS AGREEMENT DOES NOT PROVIDE ANY BENEFIT OR PAYMENT OF ANY KIND NOT EXPRESSLY STATED HEREIN; FOR ANY IMPLIED WARRANTY (INCLUDING FOR MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR FITNESS FOR USE); FOR ANY FINES, PENALTIES, ATTORNEYS' FEES, OR INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND; FOR ANY BODILY INJURY OR PROPERTY DAMAGE RESULTING FROM A DEFECTIVE PRODUCT (INCLUDING STRICT LIABILITY); OR WHERE IT WOULD BE A VIOLATION OF APPLICABLE LAW OR REGULATION TO PROVIDE SUCH BENEFIT OR PAYMENT.
22. THIS AGREEMENT DOES NOT PROVIDE ANY BENEFIT OR PAYMENT FOR ANY LOSS DIRECTLY OR INDIRECTLY RESULTING FROM: CYBER RISK; POLITICAL RISK; WAR OR ACTS OF WAR; WEAPONS OF MASS DESTRUCTION; POLLUTION OR CONTAMINATION

(INCLUDING THREAT THEREOF); NUCLEAR REACTION, RADIATION, OR CONTAMINATION; ILLEGAL ACTIVITIES OF OR ON BEHALF OF YOU OR ANY PERSON IN LAWFUL POSSESSION OF THE VEHICLE; CONFISCATION, SEIZURE OR DESTRUCTION OF PROPERTY; OR ABANDONMENT.

ROADSIDE COVERAGE - If you require Roadside Assistance You must call 1-833-670-0482

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 dollars (\$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 Planet Car Care, Inc.. as part of this contract. "Covered Vehicle" is defined as the vehicle listed on the application for this contract. (Vehicle Identification Number and Year, Manufacturer and Model).

EMERGENCY ROADSIDE ASSISTANCE

Just call TOLL-FREE 1-833-670-0482 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 Planet Car Care, Inc., 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 Planet Car Care, Inc.. for authorization to obtain independent services. NOTE: ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN Planet Car Care, INC. IS NOT COVERED AND IS NOT REIMBURSABLE.

The following are covered emergencies, subject to the one hundred dollars (\$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 Planet Car Care, Inc.. without prior authorization from Planet Car Care, Inc.. 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 1-833-670-0482 prior to any service being performed. Direct payment is available via phone M-F 9:00am-5:30pm EST. You are also eligible for reimbursement 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
2. dollars (\$20.00) per tire. 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 the 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:

- Planet Car Care reserves the right to inspect all damaged tires prior to issuance of a claim authorization number. You must call toll-free 1-833-670-0482 for authorization. After a claim number has been issued by Planet Car Care, proceed by having all covered repairs performed at your Selling Dealership or licensed repair facility. For direct payment to your licensed repair facility, or reimbursement, under this coverage, up to the benefit limit, you must provide Planet Car Care the following:

1. 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.

2. 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.

3. All documents must be provided to Planet Car Care. via email customer@nhmgapp.com. Claims submitted for reimbursement must be submitted within forty five (45) days after your claim number has been issued.

4. If pre-authorization is not obtained or steps 1 through 4 are not followed, Planet Car Care. may deny your claim.

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 insure 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.

PRIVACY POLICY

The trust of our customers is our most valuable asset. We safeguard that trust by keeping nonpublic 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 nonpublic 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 nonpublic 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 nonpublic 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 nonpublic personal information about former customers or customers with inactive accounts, except in accordance with this Privacy Policy.

Our Security Procedures

We restrict access to nonpublic 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.



MAINTENANCE PROGRAM

If You purchased an Planet Car Care Vehicle Service Agreement (Agreement), You also receive benefits with the Exclusive 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, Lex us, Lincoln, Mercedes, Saab, Volkswagen, and Volvo toward the replacement of brake pads/shoes (One-time use during the term of this Maintenance Program). (A labor charge may apply.)
- 3. BATTERY:** \$100.00 credit towards the replacement of a failed battery. Limit one (1) battery during the term of this Maintenance Program. (Installation charge may apply).
- 4. COOLING SYSTEM MAINTENANCE & LUBE:** \$40.00 towards a drain/refill, pressure check, hose inspection, belts, clamps, & lube chassis. (One-time use during the term of this Maintenance Program).
- 5. WIPER BLADES REPLACEMENT:** Up to a \$30.00 credit towards the replacement of wiper blades. (One-time use during the term of this Maintenance Program).
- 6. SAFETY INSPECTION:** One (1) state safety inspection during the term of the Program.

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: 833-670-0482 Mon-Fri: 9am-5pm EST

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 email a copy of the invoice and your paid receipt(s) to customer@nhmgapp.com. Please allow 2-3 weeks for refund processing.



PAYMENT PLAN AGREEMENT

Purchaser	Vehicle Year	Vehicle Make	Vehicle Model
VIN NUMBER			
TOTAL PURCHASE PRICE			
NUMBER OF PAYMENTS			
PAYMENT AMOUNT			
PAYMENTS DUE ON			

THERE IS A THIRTY (30) DAY WAITING PERIOD AFTER THE AGREEMENT PURCHASE DATE. IN THIS THIRTY (30) DAY WAITING PERIOD YOU ARE NOT ELIGIBLE FOR COVERAGE.

You are required to receive prior approval from us as soon as the problem is discovered. We will accept service calls from [9:00 AM to 5:00 PM CST Monday through Friday] at 833-670-0482. If there is an after-hours emergency you must send an email to info@planetcarcare.com outlining the details of the issue. Your Service Fee for each service requested is [\$75]. Should You have questions pertaining to billing or this Agreement, please call Our office at 833-670-0482 and select the billing option from the menu. Please do not hesitate to call us if you have any questions about your Agreement.



Purchasers may make the payments due on this Agreement via check, automated clearing house (ACH) debit from a checking or savings account, or major credit cards.

Authorization for ACH Debit

The Purchaser hereby authorizes Seller (and its Assignee) to make the payments due on this Agreement with consecutive monthly charges to Purchaser's checking account listed below, in the amounts and on the dates disclosed in the Payment Schedule shown above, until such time as all amounts owing under this Agreement are paid in full.

Routing Number	Account Number	Name of Financial Institution

(per phone)		
Authorized Signature	Print Name	Date

Authorization for Credit Card Debit

The Purchaser hereby authorizes Seller (and its Assignee) to make the payments due on this Agreement with consecutive monthly charges to Purchaser's checking account listed below, in the amounts and on the dates disclosed in the Payment Schedule shown above, until such time as all amounts owing under this Agreement are paid in full.

Credit Card Number	Expiration Date	Type of Card	Deposit Amount

(per phone)		
Authorized Signature	Print Name	Date

SECURITY INTEREST: You are giving the Seller (or its Assignee) a security interest in the Contract purchased from the Seller. Please read the Contract for additional information on security interests, non-payment, default, and our right to require repayment of your debt in full before the scheduled maturity date.

CANCELLATION BY PURCHASER: Purchaser has the right to cancel the Contract at any time. Purchaser may cancel the Contract by consulting the Contract booklet for the specific steps required for cancellation. **IMPORTANT:** Any requests for cancellation should be directed to the Seller or Administrator of the underlying Contract. The Assignee may not cancel the Contract. The Assignee is solely responsible for the billing and collection of monthly payments pursuant to this Agreement. Assignee is not responsible for any liability or obligation related to the payment or denial of claims, refunds to Purchaser, or the Contract itself.

CANCELLATION BY SELLER (OR ASSIGNEE): Subject to applicable state and federal laws, we may declare this Agreement to be in default and cancel this Agreement if:

- (1) you do not make the full amount of any payment by its scheduled due date; or
- (2) any event occurs that, in our reasonable judgment, significantly impairs the prospect of your payment or performance of this Agreement.

If you are in default on this Agreement, Seller or Assignee is authorized to cancel this Agreement and direct Administrator or Seller to cancel (subject to any notice that may be required by applicable law, if any) Purchaser's Contract. We may also exercise our security interest in the Contract and apply any refunds or credits due to you under the Contract to the amount that you owe us under this Agreement. If we cancel the Contract and this Agreement due to your default, any payment that you make after the effective date of cancellation (or after a notice of cancellation is mailed to you) will not result in an automatic reinstatement of the Contract but will be applied to your outstanding obligations, if any, under this Agreement. Neither the acceptance nor the application of any such payments shall constitute an undertaking by Seller to take steps to attempt to reinstate such Contract or constitute a waiver of any event of default hereunder, unless otherwise required by applicable state or federal laws.

CONTRACT REFUNDS: Refunds are the sole responsibility of the Seller and/or Administrator. In the event of Contract cancellation either by the Purchase or by the Seller (or Assignee) in accordance to the cancellation provisions above, Purchaser should contact the Seller or Administrator for any refunds for which Purchaser may be entitled.

SPECIAL PAYMENT ARRANGEMENTS. In the event of financial hardship, Assignee may, in its sole discretion, defer payments or make other special payment arrangements (collectively, "Deferments") with Purchaser. A Deferment shall not terminate, modify or otherwise affect Purchaser's obligations under this Agreement.

ADDITIONAL PROVISIONS: The personal information regarding Purchaser that is provided by Purchaser in connection with this Agreement will not be used or shared with any other party other than for the purpose of the services provided in this Agreement and the Contract and as required or permitted by applicable law. This Agreement sets forth the terms and conditions of the payment terms agreed to by Purchaser by phone or other electronic means. Purchaser agrees that he/she has had the opportunity to review, accept, and correct any errors contained in this Agreement. Purchaser affirms he/she will further review this Agreement and correct any errors contained herein by contacting Seller (and its Assignee) within thirty (30) days of the date listed below. You agree to notify the Seller of any change in your name or address within ten (10) days of such occurrence.

WAIVERS, ENTIRE AGREEMENT: The content and format of this Agreement have been adopted to provide Purchaser with important information in a clear and familiar form, and their use does not imply that any particular federal or state law relating to lending or installment sales is applicable to this Agreement or the transaction it contemplates. Seller's or Assignee's failure to require strict performance of any provision hereof or to exercise any of its rights hereunder, shall not be construed as a waiver of relinquishment of any future rights under such provision, but the provision shall continue and remain in full force and effect. The exercise of any rights or remedies by Seller or Assignee under this Agreement is cumulative and shall not preclude Seller from exercising any other right or remedy it may have hereunder or at law. Each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law. If any provision hereof is held to be unenforceable or invalid under applicable law, the unenforceability or invalidity of such provision shall not impair the validity or enforceability of the remaining provisions hereof.

MANDATORY ARBITRATION:

READ THIS PROVISION CAREFULLY AS IT AFFECTS YOUR RIGHT TO A JURY TRIAL.

Purchaser, Seller and Assignee mutually and voluntarily agree to the following

- (1) Any and all disputes, claims or controversies arising out of or in connection with this Agreement or in any way connected to Purchaser's relationship with Assignee, no matter how described, pleaded or styled, including claims arising in tort and/or contract, shall be decided exclusively and finally by binding arbitration. The arbitration hearing shall be conducted at an AAA approved location nearest to the Purchaser's address;
- (2) The arbitration shall be conducted before the American Arbitration Association (the "AAA"), pursuant to the AAA Commercial Arbitration Rules, available at www.adr.org or upon request. The arbitration shall be conducted by one neutral arbitrator appointed by the AAA. The arbitrator shall have the authority to award any monetary and nonmonetary relief available to either party in an action otherwise prosecuted in court, including injunctive and other provisional relief. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The cost of initiating the arbitration and the arbitrator's compensation (but excluding fees and costs of Purchaser's counsel, if any) shall be paid by Seller or Assignee;
- (3) This arbitration shall be solely between the parties to this Agreement, and no class arbitration or other representative action may be undertaken by the arbitrator, and the arbitrator shall have no power to consolidate or join claims of other parties or persons who may be similarly situated;
- (4) The Federal Arbitration Act ("FAA") and related federal law shall govern the interpretation and enforcement of this Paragraph to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies between the parties to this Agreement. The arbitrator shall apply Illinois law consistent with the FAA and related federal law, including applicable statutes of limitations and shall honor claims of privilege recognized at law;
- (5) With the exception of subpart (3) above, if any part of this arbitration agreement is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein; and
- (6) Purchaser may elect to opt out of this arbitration provision by sending written notice to Assignee before 5:00 p.m. Eastern Time on the tenth (10th) calendar day after this Agreement is executed, or such notice shall be of no force and effect. Assignee's contact information appears in the Assignment clause above. The foregoing time limit shall be strictly construed. Opting out of this arbitration provision shall not terminate the Agreement or otherwise affect in any way any of the other rights and obligations of the parties hereto under the terms of the Agreement.

Purchaser hereby agrees that they have read and understand the Arbitration Agreement.

WAIVER OF CLASS ACTION:

PURCHASER HEREBY WAIVES ANY RIGHT TO BRING ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER ARISING IN CONNECTION THERWITH ON A CLASS ACTION BASIS.

APPLICABLE LAW: The Agreement is governed by and will be subject to applicable federal law and the law of the state where the Seller is located as shown on the front of this Agreement. If any section or provision of this Agreement is not enforceable, the other terms will remain part of this Agreement. You authorize us to correct any clerical error or omissions in this Agreement or in any related document.

WAIVER OF JURY DEMAND: PURCHASER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY WITH REGARD TO THIS AGREEMENT, THE CONTRACT OR ANY OTHER ACTION ARISING IN CONNECTION THEREWITH. SELLER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING.

MODIFICATIONS: This Agreement contains all of the terms of your agreement with us related to the subject matter of this Agreement. Any change to this Agreement must be in writing and we must sign it. No oral changes are binding.

INSURANCE: Planet Car Care., OBLIGATIONS TO PERFORM UNDER THIS AGREEMENT ARE INSURED BY ENAC SOLUTIONS, 340 DRUM POINT RD. BRICK, NJ 08723 AND CAN BE REACHED AT (609) 665-5488.

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

SIGNATURE PAGE

NOTICE TO THE PURCHASER: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO AN EXACT AND COMPLETELY FILLED-IN COPY OF THE AGREEMENT WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. (3) UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME AND WITHOUT PENALTY. IF YOU DESIRE TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE, THE AMOUNT WHICH IS OUTSTANDING WILL BE FURNISHED UPON REQUEST. (4) YOU HAVE THE RIGHT TO CANCEL THE CONTRACT AT ANY TIME. IN DOING SO, YOU MAY OBTAIN A PARTIAL REFUND UNDER CERTAIN CONDITIONS.

By signing below or making your first payment pursuant to the Payment Schedule above, you agree that you received a completely filled-in copy of this Agreement and that you are subject to and bound by all of the terms and conditions set forth in this Agreement.

Purchaser:

Purchaser's Signature: (PER PHONE)

Date:

Seller Representative: