

1. **INTRODUCTION.** These Terms and Conditions, together with Your Confirmation Letter and Coverage Details, govern the EV Charger Protection Plan (collectively, the “Plan”) between You and Us, including coverage information, claims instructions, cancellation rights, limitations and exclusions, and other important information. Please read these documents carefully.

This Plan requires the resolution of disputes through individual small claims action or individual arbitration. Please read Section 13 for further information that affects Your legal rights.

2. **DEFINITIONS.** The following terms have the meanings set forth below:

- (a) “Administrator” means Service Net Warranty, LLC, 650 Missouri Avenue, Jeffersonville, IN 47130, 877-699-8790.
- (b) “Contract Start Date” means the date this Plan takes effect, as listed in Your Coverage Details.
- (c) “Coverage Start Date” means the date You first become eligible for coverage under this Plan. The Coverage Start Date is 30-days from the Contract Start Date and is listed in Your Coverage Details.
- (d) “Enrollment Date” means the date You enrolled for coverage under this Plan, as listed in Your Coverage Details.
- (e) “EV Charger” means the level-2 240-Volt electric vehicle charger located at Your Service Address that is eligible for coverage under this Plan, including any accessories provided in the original packaging. Covered components are those components of Your EV Charger which are not specifically excluded under Section 10.
- (f) “Initial Term” is defined in Section 3(a).
- (g) “Obligor,” “Us,” “We,” and “Our” mean AIG WarrantyGuard, Inc., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, 877-699-8790.
- (h) “Plan” is defined in Section 1.
- (i) “Plan Fee” means the monthly price due for this Plan that will be included on Your monthly utility bill from Seller. The Plan Fee is listed in Your Coverage Details.
- (j) “Renewal Term” is defined in Section 3(a).
- (k) “Residential Dwelling” means property that is zoned and used for residential living, including single-family homes, townhomes, condominiums, multi-family properties (i.e., a duplex or triplex), and mobile homes attached to a permanent foundation. Residential Dwelling does not include property listed on a historical register and property used, in whole or in part, for business purposes, including day-cares, group-homes, rest-homes, churches, schools, and sororities/fraternities.
- (l) “Seller” means Energy Texas, 5373 W. Alabama, Suite 650, Houston, TX 77056.
- (m) “Service Address” means the property address listed in Your Coverage Details that is enrolled for coverage under this Plan.
- (n) “Term” means the Initial Term and any Renewal Terms under the Plan.
- (o) “Wait Period” means the 30-day period between the Contract Start Date and the Coverage Start Date where any losses and claims are ineligible for coverage.
- (p) “You” and “Your” mean the Plan holder named in the Coverage Details or assignee of these benefits.

3. **TERM, AUTOMATIC RENEWAL, & MONTHLY PAYMENTS.**

- (a) This Plan commences on the Contract Start Date and remains in effect for an initial term of one month (“Initial Term”). This Plan automatically renews at the end of the Initial Term for subsequent monthly terms (each, a “Renewal Term”) unless it is properly cancelled, terminated, or non-renewed.
- (b) Your Plan includes a Wait Period from the Contract Start Date before you become eligible for coverage. For clarification purposes, Your Wait Period may include all or a significant portion of Your Initial Term. **ANY LOSSES THAT OCCUR OR TAKE**

PLACE DURING THE WAIT PERIOD ARE NOT ELIGIBLE FOR COVERAGE. The Wait Period only applies to the Initial Term and does not apply to any Renewal Term.

- (c) The Plan Fee must be paid monthly for You to remain eligible for coverage. Should you become unable to pay the Plan Fee through the Seller's payment terms, We reserve the right to charge you independent of the Seller's payment terms. We reserve the right to change or modify Plan Fees or coverage terms applicable to any Renewal Term by providing you with at least thirty (30) days' prior written notice.

4. YOUR RESPONSIBILITIES & ELIGIBILITY REQUIREMENTS.

- (a) Your EV Charger must be in good working order as of the Coverage Start Date and must be properly maintained and operated throughout the Term, in accordance with the manufacturer's instructions, to be eligible for coverage.
- (b) Your EV Charger will not be eligible for coverage if serial or model numbers have been removed or made illegible.
- (c) Your Service Address must be a Residential Dwelling for Your EV Charger to be eligible for coverage. This Plan does not cover EV Chargers that are damaged in common areas or other locations of the Service Address that You do not own or are not responsible for maintaining.
- (d) We may require You to provide Your Plan's Contract Number and other relevant information to be eligible for coverage. Please keep these documents in a readily accessible location for future use.
- (e) We may require You to pay a deductible. Please review Your Coverage Details for any applicable deductible.

5. SCOPE OF COVERAGE.

- (a) Subject to this Plan's limitations and exclusions, We will arrange and pay for Your EV Charger's repair or replacement, as determined in Our sole discretion, if Your EV Charger fails to perform as the manufacturer intended during normal usage due to structural or operational failures caused by defects in materials or workmanship or power surge.
- (b) This Plan does not cover pre-existing conditions or losses to Your EV Charger that occur prior to the Coverage Start Date.
- (c) Repair parts or replacement products may be new, used, refurbished, non-original, like-kind, or remanufactured and may not match the exact model or color as Your original EV Charger.
- (d) We are not responsible for the loss of any data due to the breakdown, repair, or replacement of Your EV Charger.

6. LIMITS OF LIABILITY.

- (a) Per Claim Limits. Our maximum liability per covered claim shall not exceed (i) the costs for a qualified service technician to evaluate Your EV Charger and diagnose the applicable breakdown or failure and (ii) the lesser of the following, as determined in Our sole discretion: (A) The costs to repair Your EV Charger; or (B) the costs to replace Your EV Charger with an item of like-kind and quality.
- (b) Annual Limits. Notwithstanding the foregoing, our maximum, aggregate liability for all covered claims during the 12-month period from the Contract Start Date—and each subsequent 12-month period thereafter—is \$2,500. We will not pay more than \$2,500 during each 12-month period from the Contract Start Date.

- 7. CASH BUYOUT POLICY.** If We are unable to repair or replace Your EV Charger for any reason, such as where required parts or components are obsolete, on extended backorder, or otherwise irreplaceable or unrepairable with an item of like-kind or quality—as determined in Our sole discretion—We may buyout a covered claim with a cash settlement based on Your EV Charger's replacement value with an item of like-kind and quality (which may be less than the original purchase price), excluding taxes, delivery, installation fees, or the cost which We would ordinarily expect to pay for the same parts or labor services needed for the applicable claim, and subject to the maximum annual limits set forth herein.

8. HOW TO FILE A CLAIM?

- (a) To initiate a claim, call the Administrator toll-free at 877-699-8790 or initiate a claim online by visiting www.energytexas.com. Please have all Your documents handy when you initiate a claim, including a copy of Your Confirmation Letter and any applicable receipts. Customer service agents will be available to answer Your calls between the hours of Monday through Friday 7am to 7pm CST and Saturday 8am to 4pm CST. If You call the Administrator after business hours or during the weekends, You may also leave a voice message describing Your claim, which the Administrator will respond to within 48 hours under normal circumstances.
- (b) **All claims must be reported to Us within 30 days from the breakdown or failure and prior to this Plan's expiration or termination to be eligible for coverage.**
- (c) Please note that the We must authorize any repairs or replacements to be eligible for coverage. We may deny any claims where You fail to follow this Plan's claims procedures or fail to receive Our approval prior to repairing or replacing Your EV Charger.

9. **REPAIR/REPLACEMENT SERVICES.**

- (a) We will arrange for an authorized service technician to inspect and diagnose Your EV Charger's reported breakdown, either in-person at Your Service Address or remotely over the phone. Any required services will be performed between the hours of 8:00 a.m. and 5:00 p.m. local time, Monday through Friday (excluding holidays), or otherwise during the applicable service technician's normal hours of operation.
- (b) For in-person diagnosis, repair, and replacement services, (i) You or a responsible adult representative must be present when the technician is onsite and (ii) You agree to make the EV Charger reasonably accessible to the service contractor. The service contractor must have safe working conditions at and around the product or systems. Unsafe conditions include the presence of animals or insects in the work area, a threatening work environment, or the presence of bodily fluids on or near the product or system. If the product or system is not accessible, the service contractor will have the option, at Your expense, of declining to provide service or assessing You an additional charge for making the product or system accessible.
- (c) If We are unable to locate or dispatch a service technician for any reason, We may, at Our discretion, authorize You to retain an independent service contractor to evaluate Your EV Charger and diagnose any issues. To be eligible for potential reimbursement, You will need to send us an itemized statement from the service technician that describes the EV Charger's reason for failure and provides an estimated cost for repair or replacement. **The itemized statement must be returned to Us within 90 days from the date that We authorize You to retain Your own contractor.** We will evaluate the itemized statement that is returned to Us and authorize any repairs or replacements that We determine are covered under the Plan.

10. **EXCLUSIONS.** Your Plan does not cover the following:

- (a) **Losses or costs that are recoverable under any other warranty, guarantee, service contract, or insurance policy, in which case this Plan will only provide secondary or excess coverage for covered losses and cover the costs of any applicable deductible, subject to all other exclusions and limitations set forth herein;**
- (b) **Losses that are subject to a manufacturer's recall;**
- (c) **Losses caused by Your failure to follow or adhere to the manufacturer's operation, care, or maintenance instructions, as outlined in Your EV Charger's ownership manual;**
- (d) **Any pre-existing conditions or damages to Your EV Charger that occurred prior to the Coverage Start Date;**
- (e) **Unauthorized modifications, alterations, or enhancements to Your EV Charger;**
- (f) **EV Chargers purchased without a manufacturer's warranty or "as-is";**
- (g) **Damages to nonfunctional or aesthetic parts, normal wear and tear, and cosmetic damage that does not impact Your EV Charger's proper operation or functionality, including scratches, peeling, discoloration, dents, and chips;**
- (h) **Batteries, solar arrays, and external electrical fixtures, outlets, wiring, circuit boxes and breakers, and related components of the Service Address's electrical grid;**

- (i) Any accessories that are not included in Your EV Charger's original packaging;
- (j) Cleaning, periodic checkups, and preventive maintenance;
- (k) Periphery or incidental costs arising from or relating to any needed installation, set-up, removal, or disposal services, including costs of opening, removing, or restoring walls or floors, countertops, cabinets, or similar fixtures in or around Your EV Charger and the disposal of hazardous or toxic material;
- (l) Consumable items that are designed to be periodically replaced by You during the life of Your EV Charger, as set forth in Your owner's manual or instructions from the manufacturer;
- (m) Loss or damage caused by any type of abnormal or improper use, abuse, misuse, neglect, willful or reckless misconduct, or any other use otherwise inconsistent with the owner's manual or instructions;
- (n) Losses, failures, or intermittent performance issues caused by low or poor internet speeds or connections;
- (o) Incidental, consequential, or secondary damages, including loss of use, lost profits, and any damages arising from delays in requesting or rendering service, replacement, or reimbursement under this Plan;
- (p) Any product purchased for or used at any time for commercial or rental purposes;
- (q) Any third party support services or software provided with the EV Charger; software or on-line service performance issues; and losses caused by third-party hardware, software, programming, or accessory items;
- (r) Loss or damage caused by external causes of any kind, including war, invasion, rebellion, riot, strike, labor disturbance, lockout, civil commotion, fire, theft, insects, pandemic, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, water, or acts of God;
- (s) EV Chargers that are lost, misplaced, or stolen;
- (t) Costs arising from or relating to the upgrade or modification of parts, components, or equipment due to incompatibility with existing systems, service, or utility lines at the Service Address or to meet changes in federal, state, or local codes or regulations;
- (u) Electric or hybrid motor vehicles and their components, parts, and accessories (other than EV Chargers);
- (v) Loss of use of, damage to, corruption of, inability to access, or inability to manipulate any computer system, electronic hardware, or software, or components thereof, that are used to store, process, access, transmit, or receive information within Your EV Charger as result of any cause or loss other than covered losses that are expressly stated in this Plan, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; and
- (w) Loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within an EV Charger, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code.

We shall not provide coverage and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose the Obligor, its parent company, or its ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.

11. CANCELLATION.

- (a) You may cancel this Plan for any reason and at any time by contacting the Seller at 833-691-7225. Your cancellation will become effective at the end of the then-current monthly Initial or Renewal Term.
- (b) If You request to cancel this Plan during the Wait Period and You have already remitted payment to Us for the Initial Term, You will receive a 100% refund of the Initial Term's Plan Price.

- (c) We reserve the right to terminate or non-renew this Plan at the expiration of the Initial Term or any Renewal Term by providing You with at least thirty (30) days' prior written notice. Unless We provide You with at least 30 days' prior written notice to the contrary, this Plan will automatically terminate and non-renew at the end of the then-applicable monthly period after cancelling Your underlying utility plan from Seller.
- (d) Notwithstanding the foregoing, in the event of non-payment, fraud, material misrepresentation, or a substantial breach of Your dues under this Plan, We may cancel this Plan immediately and without prior notice to You and no refund of any kind will be issued.

12. MISCELLANEOUS.

- (a) Transferability. This Plan is not transferrable or assignable by You to a new contract holder.
- (b) Subrogation. If We make any payment under this Plan, We are entitled to recover what We paid from other responsible parties. By accepting settlement of a claim, You transfer to Us Your right to recovery against any other party.
- (c) Entire Agreement. This Plan represents the entire contract between You and Us with respect to the subject matter herein. Neither the Seller, Administrator, nor any other agent has 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, provides is determined to be false, misleading, or intentionally omitted.
- (d) Reimbursement Insurance. This Plan is a service contract and not an insurance policy. However, We secure Our fulfillment obligations and risks through an insurance policy issued by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819. If within 60 days We have not paid a claim, provided You with a required refund, or You are otherwise dissatisfied, or We are no longer a going concern, become insolvent, or are otherwise financially impaired, You are entitled under state law to make a claim directly to the insurer by contacting the insurer at the address or phone number listed above. Please enclose a copy of Your Plan when sending correspondence to the insurer.
- (e) Privacy Policy. We respect Your privacy. To review Our privacy policy, please visit <https://www.aig.com/privacy-policy>.
- (f) Assignment. We may delegate or assign any of Our obligations at Our sole discretion and without Your consent provided We give You at least 30 days' prior written notice of any material changes. You may not change this Plan or delegate any of Your obligations.
- (g) Independent Contractors. We are not a service provider, technician, or product retailer. Any repair and replacement services will be performed by independent, third-party contractors.
- (h) Liability Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN, INCLUDING THE FOLLOWING: COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA; FAILURE TO MAINTAIN DATA CONFIDENTIALITY; LOSS OF USE, INCLUDING LOSS OF USE WHILE THE COVERED ELECTRONICS ARE BEING REPAIRED OR REPLACED; OR ANY LOSS OF BUSINESS PROFITS, REVENUE, OR ANTICIPATED SAVINGS. OUR MAXIMUM LIABILITY FOR ANY CLAIM ARISING FROM OR RELATING TO THIS PLAN SHALL NOT EXCEED THE PER CLAIM AND ANNUAL LIMITS SET FORTH HEREIN, REGARDLESS OF WHETHER THE UNDERLYING ACTION IS IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.
- (i) Severability. If any provision of this Plan is held invalid, illegal, or unenforceable in any respect under applicable laws, the validity, legality, and enforceability of the remaining provisions of this Plan shall not in any way be affected or impaired thereby.

13. ARBITRATION & CLASS ACTION WAIVER.

READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS OF YOURS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES IN COURT AND YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS.

YOU AND WE AGREE TO RESOLVE ANY DISPUTES THROUGH INDIVIDUAL BINDING ARBITRATION INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION, EXCEPT AS FOLLOWS:

ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS.

YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS, AND REPRESENTATIVE PROCEEDINGS.

Under this provision, "Dispute" includes any claim or controversy arising out of or relating in any way to this Plan—whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory.

This Arbitration Agreement is subject to and governed by the Federal Arbitration Act ("FAA"). This Arbitration Agreement is intended to be broadly interpreted and shall survive any termination or cancellation of this Plan. This Arbitration Agreement applies to Our respective parents, subsidiaries, affiliates, service contract insurers, obligors, agents, employees, successors, and assignees.

You and We agree to waive the right to participate in class actions or representative proceedings. However, this Arbitration Agreement does not preclude You from bringing an individual action against Us in small claims court, so long as the dispute is pursued on an individual rather than a class-wide basis.

The American Arbitration Association ("AAA") will administer any arbitration and will do so in accordance with its rules in effect at the time the claim is filed. You may obtain a copy of the AAA rules by visiting www.adr.org. Unless You and We agree otherwise, any arbitration hearing will take place in the county of the Service Address. The right to a hearing will be determined by the AAA Rules. However, if the claim is for \$10,000 or less, You may decide whether You want the arbitration to be conducted instead: (a) Only on the basis of documents or (b) through a telephone hearing.

14. **TEXAS DISCLOSURES.** Under normal circumstances, We will initiate the performance of repair services not later than 48 hours after a request. NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE PROVIDER FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER CHAPTER 1304, OCCUPATIONS CODE. Unresolved complaints concerning Us or questions concerning the regulation of 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