

LIMITED CAR KEY REPLACEMENT PROTECTION PLAN TERMS, CONDITIONS AND CLAIM PROCEDURES

I. INTRODUCTION AND PARTIES

The obligations arising out of the Limited Car Key Replacement Protection Plan ("Agreement") are between the Customer (referred to herein as "Customer", "Member", "You", or "Your") and the Company, TC Global, Ltd., 444 N. Michigan Avenue, Suite 1200, Chicago, Illinois 60611 (referred to herein as "Company," "We," "Us" or "Our"). For Administration and Claims Assistance, You may contact Us at the above address, or please call 1-800-273-0002.

II. DEFINITIONS

"Agreement" means this Limited Key Replacement Protection Plan entered into between You and Us.

"Agreement Effective Date" is the date upon which all of the Conditions of Coverage have been satisfied.

"Agreement Retail Price" is the cost of service reflected on the Registration Page.

"Company" means TC Global, Ltd. and its affiliates administering these services.

"Covered Replacement Cost" means the customary parts and labor costs required to complete the repair or replacement of the Covered Vehicle Key/Remote, which in no case shall exceed the manufacturer's suggested retail for a replacement key/remote.

"Covered Vehicle" means the vehicle that is described on the Registration Page.

"Covered Vehicle Key/Remote" means one of the key/remotes provided to You at the time of the Covered Vehicle's original delivery.

"Customer", "You" or "Your" means the Customer shown on the Registration Page or the individual to whom this Agreement was last transferred under the transfer provisions of this Agreement.

"Dealer" means the Dealer shown on the Registration Page.

"Member" means the Customer who has purchased Key Protection coverage under this Agreement.

"Permitted Commercial Purpose" means the Covered Vehicle may be used for commercial purposes generally categorized as "professional" including, but not limited to, vehicles used by an individual driver for sales/services (e.g. real estate, cleaning services, home health/aide care services) or light duty contracting (e.g. electrician, carpenter and plumber).

"Prohibited Commercial Purpose" means the Covered Vehicle is used for commercial purposes other than a Permitted Commercial Purpose. Prohibited Commercial Purposes include, but are not limited to, hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, livery, carrying passengers for hire (taxi, limousine or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use or the Covered Vehicle is registered, purchased or leased in a company's name and may be used by multiple drivers.

"Registration Page" means the first page of this Agreement.

"Term" means the duration that this Agreement shall be in effect as indicated on the Registration Page.

III. TERMS OF AGREEMENT

Term: The Term of the Agreement shall begin on the Agreement Effective Date and expire at the end of the coverage term listed on the Registration Page. A minimum thirty-six (36) month service contract is required.

Payment Terms: The Agreement Retail Price is due and payable at the time of purchase of the Agreement. Payment may also be financed in the Customer's finance agreement/retail installment contract with Dealer.

Salvage: Upon the replacement of a covered part, Company shall have all rights of ownership to the damaged covered part (salvaged parts).

IV. LOST/DAMAGED KEY PROTECTION BENEFIT

In the event a Covered Vehicle Key/Remote is lost, stolen, damaged or destroyed, assistance will be provided to replace the keys and/or remote as needed during the Term of service ("Coverage"). Simply call 1-800-273-0002 or visit www.paylesskeys.com/claims for key/remote replacement assistance. Only service requests provided through this phone number or Company's website will be honored. Provided that You have complied with all conditions of coverage ("Conditions of Coverage") as stated in this Agreement, Company shall use its best

commercial efforts to, within thirty-six (36) hours, deliver to you a replacement key and/or remote, subject to the applicable Limitations and Exclusions of Coverage as stated herein. There will be no out of pocket expenses for the Covered Replacement Cost. We reserve the right to replace the Covered Vehicle Key/Remote with refurbished and/or aftermarket keys and remotes, or any combination thereof. This Agreement is not an insurance policy and the Company's services are not intended to be provided on an emergency basis.

V. CONDITIONS OF COVERAGE

COVERAGE UNDER THIS AGREEMENT SHALL NOT BEGIN UNTIL EACH OF THE FOLLOWING CONDITIONS ("CONDITIONS OF COVERAGE") HAVE BEEN MET:

- a) A fully executed copy of this Agreement, including the Registration Page, and the Agreement Retail Price has been received and accepted by Company.
- b) It is the Customer's sole responsibility to deliver to Company, within thirty (30) days of executing this Agreement, clear and close up images, in readable format, of Your Covered Vehicle's (1) Key, (2) Remote (including all FCC identification numbers), and (3) Key Blades. These images may be uploaded to Company's website at www.paylesskeys.com/smartkeysafe, using our PaylessKeys mobile app, or mailed to the Company at TC Global, Ltd., 444 N. Michigan Avenue, Suite 1200, Chicago, Illinois 60611. Your vehicle's identification number (VIN) must be included on all correspondence with Company.

VI. LIMITATIONS AND EXCLUSIONS

- a) Any replacement key or remote made or acquired without Our prior written authorization.
- b) Any cost or claim for which the manufacturer has announced its responsibility through any means, including public recalls or factory service bulletins.
- c) Any replacement cost covered by a repairer's/supplier's guarantee or warranty.
- d) Any claim for a vehicle other than the Covered Vehicle.
- e) Any consequential damages or loss, whether direct or otherwise, resulting from the failure or loss of a Covered Vehicle Key/Remote.
- f) Any claim if it is determined that You did not receive at least one (1) fully functioning copy of the master key and/or remote to the Covered Vehicle on the Agreement Effective Date.
- g) Any claim occurring outside of the continental United States.
- h) Fraud, misuse, overuse or improper use of benefits beyond original intent of benefit design.
- i) Dealer or lease company subrogation for key/remote protection costs during vehicle return process.
- j) In the event of a loss covered under this Agreement, Customer shall receive one (1) replacement key and/or remote only.
- k) Company's liability under this Agreement shall be limited to no greater than three (3) times the Agreement Retail Price.
- l) In the event a key and/or remote cannot be replaced at no fault of the Company, then Company in Company's sole discretion, may elect to cancel this Agreement and refund the Agreement Retail Price without further liability to Customer.
- m) Special order keys and remotes, as well as keys and/or remotes on backorder, may take up to twenty-one (21) days to replace.
- n) See the General Exclusions section for additional exclusions.

THE NUMBER OF LOSS EVENTS COVERED UNDER THIS AGREEMENT ARE LIMITED. DURING THE TERM OF A THIRTY-SIX (36) MONTH SERVICE AGREEMENT, A MAXIMUM OF ONE (1) REPLACEMENT KEY AND/OR REMOTE IN ANY EIGHTEEN (18) MONTH PERIOD WILL BE ALLOWED. DURING THE TERM OF A SIXTY (60) MONTH SERVICE AGREEMENT, A MAXIMUM OF ONE (1) REPLACEMENT KEY AND/OR REMOTE IN ANY TWENTY (20) MONTH PERIOD WILL BE ALLOWED.

VII. CLAIMS PROCEDURE

You must call 1-800-273-0002 or visit www.paylesskeys.com/claims for prior authorization and/or to initiate the claims process. Company must be notified of the lost, stolen, damaged, or destroyed Covered Vehicle Key/Remote within thirty (30) days of Your discovery of the loss event. Within thirty-six (36) hours of receiving your claim, Company shall mail to the Customer's address on the Registration Page, a replacement Covered Vehicle Key/Remote in accordance with the Lost/Damaged Key Protection Benefit ("Coverage"). Company reserves the right to limit, reduce, or discontinue benefits under this Agreement if Company determines in its sole discretion, that there has been an abuse of, or other improper use of the original benefit intent.

VIII. GENERAL EXCLUSIONS

Loss of or damage to aftermarket products. Damage occurring outside the continental United States. Damage resulting from the Covered Vehicle's involvement in an accident or collision. Consequential damages. Pre-existing damage, conditions or wear. Damage caused by Acts of God, floods or fires. Damage caused by acts associated with terrorism. Damages caused by or occurring on roads not regularly maintained. Damage to fleet vehicles, vehicles intended for use as a public or livery conveyance or vehicles used for a Prohibited Commercial Purpose. Any damage covered by (1) a Customer's primary insurance provider, (2) a manufacturer's or distributor's warranty or recall, or (3) the entity or organization responsible for maintaining the roadway. Company will not accept paid bills for reimbursement on unauthorized claims, authorized claims without a claim tracking number or claims not filed within thirty (30) days of the date the damage occurs. **THE FOLLOWING MODELS ARE EXCLUDED AND NOT COVERED UNDER THE AGREEMENT: ASTON MARTIN, BENTLEY, BUGATTI, FERRARI, FISKER, LAMBORGHINI, LAND ROVER, LOTUS MASERATI, MAYBACH, MCLAREN, PORSCHE, ROLLS ROYCE, ROVER, SPYKER, TESLA AND VOLVO.**

IX. TRANSFER PROCEDURES

Customer may transfer this Agreement to a private party within thirty (30) days of the Covered Vehicle's resale subject to a forty (\$40) dollar processing fee. To transfer this Agreement, You must send the following items to Company within thirty (30) days of the Covered Vehicle's resale: (i) a copy of the first page of this Agreement, (ii) the Covered Vehicle's new registration and bill of sale to a private party, and (iii) a check for forty (\$40) dollars made payable to TC Global, Ltd, 444 N. Michigan Avenue, Suite 1200, Chicago, Illinois 60611. This Agreement is not transferable to another vehicle or to a dealership/commercial entity. If state law conflicts with this section, Your transfer will be processed in conformance with the governing state law. An approved request to transfer this Agreement will result in the transfer of coverages for the remainder of the Term.

X. TERMINATION

This Agreement may be terminated pursuant to its terms, or at any time by Customer, provided that Customer gives thirty (30) days advance written notice of termination to Company via certified mail, delivered to TC Global, Ltd., Attn: Cancellation Department, 444 N. Michigan Avenue, Suite 1200, Chicago, Illinois 60611; along with (i) a copy of the first page of this Agreement, and (ii) the Covered Vehicle's registration. Customer may receive a prorated refund of the Agreement Retail Price actually paid, calculated based upon the remaining Term, subject to an early termination administration and processing fee of \$200. All refunds will be made by check, payable to the Customer named on the Registration Page, within forty-five (45) days of the date Company accepts Customer's notice of termination.

XI. ARBITRATION PROCEDURES

You agree that all individual, class action or other claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Company, Dealer, or any other person or entity, will be settled by impartial arbitration. To initiate arbitration, You must notify Company in writing of your desire to submit your issue to arbitration. You are responsible for providing Company with at least three proposed arbitrators. Company has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If Company demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible

for setting the ground rules and procedures for the arbitration. You agree to abide by the arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

XII. STATE SPECIFIC SECTIONS

In **Maryland**, benefits are available to the named Member. In **New Mexico**, if services are not available through the Company, a cash equivalent reimbursement will be paid to the named Customer. In **Utah**, Cancellation for failure to pay Your subscription fee during the first sixty (60) days shall be effective ten (10) days after delivery or first-class mailing of a written notice to the named Customer. For all other reasons, cancellation is effective thirty (30) days after the delivery of first-class mailing of a written notice to the named Customer. First-class mailing means that delivery is assumed to occur three (3) days after the notice is mailed. If a notice of cancellation or nonrenewal does not state with reasonable precision the facts on which Our decision is based, You have the legal right to make a written inquiry regarding the reason for the cancellation or non-renewal. We shall send by first-class mail or deliver that information within ten (10) business days after receipt of a written request by the named Member. Your benefits will end on the date You are no longer a Member in accordance with the time frames above. Such termination will not affect Your right to payment for a claim arising before the date of termination. **Wisconsin Residents.** Under Wisconsin law, Your participation in this Agreement is considered an insurance policy. Further, after the first sixty (60) days and prior to the expiration of the agreed term (or one year from the effective date of this Agreement, whichever occurs first) Your service may not be cancelled by Us except for (1) for failure to pay the subscription fee; (2) in the event of material misrepresentation by You; (3) in the event of substantial change in the risk assumed reasonably unforeseen by Us; or (4) for a breach of contractual duties, conditions or warranties by You. No cancellation will become effective until at least ten (10) days after the first-class mailing or delivery of a written notice to You. No faxed or e-mailed written requests will be accepted or honored. Additionally, You have the right, subject to the cancellation provisions above, to have Your subscription renewed on terms no less favorable than those offered to other similar customers by Us, unless at least sixty (60) days prior to the date of expiration of Your subscription, You are provided with a notice of Our intention not to renew the subscription beyond the agreed expiration date. A notice of cancellation or nonrenewal shall state with reasonable precision the facts on which Our decision to cancel or nonrenewal is based. Problems with Insurance? Be advised, if You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem. You can also contact the Office of the Commissioner of Insurance, a state agency that enforces Wisconsin's insurance laws, and file a complaint. You can contact the Office of the Commissioner of Insurance by writing to: Office of the Commissioner of Insurance Complaints Department, P.O. Box 7873, Madison, WI 53707-7873, or You can call 1-800-236-8517 outside Madison or 608-266-0103 inside Madison and request a complaint form. This is a limited protection plan service contract and does not comply with any financial responsibility law. Benefits and services provided by TC Global, Ltd.

THIS AGREEMENT DOES NOT COVER PRE-EXISTING DAMAGE, CONDITIONS OR WEAR. COMPANY WILL INVESTIGATE AND PROSECUTE ANY SUSPECTED FRAUDULENT CLAIMS TO THE FULLEST EXTENT OF THE LAW. COMPANY WILL CANCEL ANY AGREEMENT THAT WAS SECURED BY THE CUSTOMER VIA FRAUDULENT OR MISREPRESENTATIVE STATEMENTS OR ACTIONS. IF ANY PROVISION CONTAINED IN THIS AGREEMENT IS FOR ANY REASON HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, SUCH INVALIDITY OR UNENFORCEABILITY WILL NOT AFFECT ANY OTHER PROVISIONS OF THIS AGREEMENT.