

America's Protection and Benefit Clubs

Thank you for your continued support and for purchasing your America's Protection and Benefit Club Membership through our partner, Septic Maxx. We greatly appreciate your business and will always work hard to insure this relationship continues for many years to come.

Your Membership includes our dedication and benefits, designed to fit with the lifestyles of today, yesterday, and tomorrow. Our team has over 30 years of combined experience and all will be done to enhance your satisfaction as a member of our Club.

This agreement is referred to as a Club Membership, also as "Membership" is between America's Protection and Benefits Club also referred to as "Administrator", "APBC", We', 'Us', and 'Our' and the Purchaser who is also referred to as "Member", "Members", You', and 'Your'.

A. BENEFITS OF YOUR CLUB MEMBERSHIP: Your Membership provides a series of benefits which includes an entitlement to home surveillance equipment, free \$200 savings voucher for stays at hotels and restaurants and discount services of a wide variety.

Complementary home surveillance equipment. \$200 savings card valid at nearly 1 million hotels and resorts. Discounts on various products; see septicmaxx.com. Repair or replacement at APBC's discretion for specified appliances and equipment.

A1. WHAT YOUR SAFESECURE CLUB APPLIANCE PROTECTION PLAN COVERS:

Your Club Membership provides benefits which include the repair of covered parts for breakdowns due to electrical and mechanical failures for specified equipment as listed. This is defined as a fault of a covered part, excluding the lack of performance which is normal due to time for appliance and equipment, usage and/or accidental damages, tears or similar occurrences. An attempt will be made to repair or replace with a similar type and quality and this will be described to the Member in writing and with the signature of the Member or a similar acknowledgement. Requests for benefits will be acted upon within 48 hours of your request under ideal, normal situations and applied in a timely manner. Emergency benefits may be applied within 24 hours for central home air conditioning and heating units when applicable and physically possible so long as those items are listed in this agreement. Emergencies are defined as the mechanical failure of a central home heating or air conditioning unit during extreme cold or heat waves with sustained temperatures greater than 95 degrees.

(*Your receipt describes which plan you have, Basic, Silver or Gold. Please call 800-397-2384 and ask about special discounts for upgrading your Membership!)

BASIC CLUB MEMBERSHIP:

Central Air Conditioner	Interior Wiring
Central Home Heat	Water Heater

SILVER CLUB MEMBERSHIP:

Range	Interior Wiring
Oven	Garage Door Opener
Cooktop	Built-In Microwave
Refrigerator	Water Heater
Washer	Trash Compactor
Dryer	Central Air Conditioner
Dishwasher	Central Home Heat
Telephone Wiring	Hot Water Heater

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GOLD CLUB MEMBERSHIP:

Oven	Interior Wiring
Range	Garage Door Opener
Cooktop	Telephone Wiring
Refrigerator	Water Heater
Washer	Central Vacuum System
Dryer	Trash Compactor
Dishwasher	Central Air Conditioner
Freezer	Burglar Alarm
Built-In Microwave	Central Home Heat
Garbage Disposal	Hot Water Heater
Ductwork	Built-in Exhaust Fan
Hot Water Dispenser	Interior Plumbing

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A2. All types of equipment older than 20 years old are subject to a review of benefits from APBC. This is subject to availability of parts, access to services available. Only those parts specifically named below are eligible for a review to receive benefits. Any parts not listed in this section are excluded.

Electrical Central Air Conditioning: Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Fluid Pump, Switches, Electrodes, Semi-Conductors, Rectifiers, and Electronic Circuits.

Electrical or Gas Central Home Heating: Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Fuse, Transformer, Relay, Igniter, Sensor, Motor, Power Pack, Bearings, Pulleys, Fan Control, Pressure Control, Pressure Gauge, Low Water Cut-Off, Sight Glass, Coupler, Power Pile, Fluid Pump, Blower, and Heat Coil.

Electrical or Gas Water Heater:

Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Relief Valve, Vent

Damper, and Electrical Heating Element.

Range: Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls and Elements.

Oven: Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls and Elements.

Cooktop: Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls and Elements.

Microwave Built-In:

Door Interlock Electrical Switch, Touch Pad/Controller, Control Board, Power Supply, Motor, Related Electrical Parts.

Refrigerator: Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Pump Motor, Switches, Electrodes, Semi-Conductors, Rectifiers and Electronics Circuits.

Dishwasher: Heating Element, Pump, Drain Valve, Motor Assembly, Door Switch Interlock, Timer, Float Switch, Inter Valve, Internal Hoses, Related Electrical Parts.

Garbage Disposal: All internal related Motorized or Electrical Parts.

Trash Compactor: All internal related Motorized or Electrical Parts.

Freezer: Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Pump Motor, Switches, Electrodes, Semi-Conductors, Rectifiers and Electronics Circuits.

Washer: **Water** level switch, water inlet valve, water temperature switch, drive basket, brakes, clutch assembly, timer, lid switch Touch Pad, Control Board, Power Supply, Motor, pump coupling, wigwag, drive belt and Related Electrical Parts.

Dryer: Gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, drive belt, surface limit control, motor, bearings, pulleys, timer and electrical heating element. related.

Electrical: All Interior wiring excluding switches, receptacles or fixtures.

Plumbing: All Interior plumbing excluding fixtures or stoppages.

Telephone: All Interior wiring excluding phones, receptacles or switches.

Garage Door Opener: All parts and Components related to Garage Door Opener. NOT COVERED: failure caused by improper installation, transmitters, loss controls, and damage to automobiles, exterior touch pads and springs.

Central Vacuum System: All parts and Components. NOT COVERED: conditions of inadequate capacity or clogged lines.

Hot Water Dispenser: All internal related Motorized or Electrical Parts.

Ductwork: Coverage for concrete-encased ductwork is limited to \$500.00, less applicable service fees per incident. This limit includes access, diagnosis, repair or replacement, and resurfacing or restoring to a rough finish.

Exhaust Fan: All internal related and wired Motorized or Electrical Parts.

Burglar Alarm: All internal related and wired Motorized or Electrical Parts.

Any parts not listed above are excluded.

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C. HOW TO GET SERVICE: Call APBC toll free at 1-800-908-7363 to access benefits and service. Normal hours of operation are Monday through Friday 8:00am to 5:00pm EST. We are unable to guarantee service or service in a timely manner in the event of natural disasters such as hurricanes, floods, tornados, earthquakes, snow storms, etc. or any other acts of God. There can be no guarantee of benefits and service during times of civil unrest such as riots, police or government actions or any other unforeseen condition or circumstance which hinders benefits and service.

CONDITIONS AND LIMITS OF LIABILITY: Only single-family homes, condominiums and town homes that are permitted to be occupied by local, state, and federal codes are eligible to receive benefits and services. There are also repair limits for benefits and services available; see section "A". In situations in which parts are no longer made or unavailable we will attempt to find a substitute that meets with all local, state and federal codes. If no substitute can be found then benefits and service are unable to be applied.

We are not responsible for upgrades, matching sizes, dimensions, brand name or color of any parts used for repairs or replacements and will only will only return any surface area to a rugged finish.

In cases where there is another collectable membership, insurance, warranty, or guaranty coverage available to the Member covering a loss also covered under this Membership, this subscription will pay in excess of and not contribute with any other coverage, membership, insurance, warranty, or guarantee.

All appliances and parts that are eligible for benefits must be in good working condition at the time you sign up for the Membership and must conform to all industry standards, and all local, state, and federal or national codes. APBC reserves the right to require proof in writing of previous service records and maintenance prior to service. If after reviewing it is determined that benefits and service under this membership does not apply, or no applicable breakdown is discovered, you will not be responsible for the service fee.

Appliances and electronic equipment may wear out due to age due to being mechanical. In addition, parts may not be available for older model appliances and equipment. In such a case a replacement allowance may be provided. In the first 6 months heating and cooling units that are eligible for benefits may receive a replacement allowance up to \$250 if the unit is more than 10 years old and the repair is over \$250 and or if parts are unavailable due to the age of the unit. This allowance increases to up to \$1,500 after the first 6 months of enrollment. Covered appliances and electronic equipment may receive an allowance of \$150 if the repair exceeds the value and/or if parts are unavailable. This allowance increases to \$1,000 after six months of active membership. Proof of purchase for covered appliances and electronics may be required before this allowance will be paid.

The amount we pay for any repairs or replacement of a covered appliance shall not be greater than the original purchase price of the covered appliance or electronic equipment.

If you are delinquent in your payment for your membership at the time of service request your service will be denied.

The pricing for this Membership may be adjusted from time to time. Notice of any price adjustment will be given to you, in writing at least thirty days prior to implementation. You may terminate your Membership by giving written notice prior to the effective date of any pricing increase.

Your Membership benefits may not be transferred to another location and is only valid for the original address and residence of the Club Member.

Your membership provides benefits and services on a monthly, quarterly or annual basis, chosen at the time of enrollment. Benefits for begin 30 days after we receive your first payment and cease at the end of the month, quarter or the year, depending on your billing cycle. Payments for Membership will be automatically renewed on a monthly, quarterly, or annual basis unless terminated and will end in the event of non-payment.

E. EXCLUSIONS: Please also read carefully over our exclusions. For example, we cannot replace a part in a 40-year-old appliance that is no longer manufactured or not permitted by local, state and federal laws. This is beyond our control.

E.1 Alterations, modifications and upgrades. Additions or deletions. Cost of routine maintenance and additional labor costs. Reimbursement for parts and servicing without prior consent. Pre-existing conditions, defects or deficiencies. Systems and parts that are not up to codes, local, state and federal.

Root intrusion (we do offer a product to kill roots). Misuse, abuse and vandalism.

There are also certain conditions and situations beyond our control such as natural disasters, civil unrest and acts of God that may also disrupt and exclude benefits and services.

E.2 Electronics, appliances, equipment and other parts that are damaged because of freezing, fires, wind damage, water, lightening, ice, snow, explosions, mud, and earthquakes. Damage caused by animals and pests. Power or water fluctuations, flooding, riots, or

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military unrest, and riots. Strikes and other labor difficulties which interrupt benefits and services. When parts are unavailable. Damage caused by auxiliary equipment. Nuclear radiation or radioactive contamination.

The consequences indirect or direct that may result from benefits and services being unavailable or delayed.

E.3 Exemption from injury or illness or collateral damage and/or situations that may arise by delays or lack of benefits and service. We reserve the right to select service providers, select the parts, and to restrict certain types of equipment used to fulfill all or any part of our obligation under the terms of this Membership.

The system must also be up to local, state and federal codes. Repairs must be authorized by APBC to receive benefits and service. The piping must be external and underground.

E.4 Repairs covered by manufacturer's recall, warranty, or other service contract. Improper installation, alterations, and unauthorized repairs. Consequential or inconsequential damage; maintenance; or damage to exterior surfaces. Accessories or maintenance items such as knobs, buttons, handles, shelves, interior door liners, etc., nor maintenance items such filters. Commercial, outlying and non-connected items of any kind. Sprinklers, ponds, expansion tanks and other ancillary equipment such as sump pumps, alarms, etc. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance. Sedimentary, chemical and organic build up. Over saturation, failure to pass a percolation test, ground failure. Failure to maintain, clean or sustain as specified by the equipment manufacturer. Missing parts, structural changes. Maintenance issues such as clogs in vent stack or piping or lines. Any benefits and service that involves treatment, removal, or disposal of hazardous material.

All piping must be in accordance with industry standards, all local, state, and or federal or national codes. All piping covered only pertains to your main residence and not outlying or non-connected buildings of any kind, garden, pool, ponds, spas or fountains. Also excluded are indoors or in ground sprinkler systems, sump, boilers, water softener, expansion tanks, icemakers or washers.

The Membership may require at our discretion, the opening of walls, ceilings, or floors with the understanding the we are not required to return them to the previous state but only to a rough finish at our discretion. We are not responsible for cabinetry, carpentry, and surfaces of any kind including but not limited to tiles, carpet, countertops, marble, etc.

This membership excludes upgrading or servicing any parts, systems, appliance, or correcting a failure to comply with any federal, state or local laws, regulations ordinances, current zoning requirements, or building codes, to correct a code violation, any utility regulations, or to meet changes in efficiency requirements for any appliance. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. APBC is not responsible for acquiring or paying for permits nor are we responsible for providing benefits and service when they are unavailable or unattainable, America's Protection and Benefits Club is not responsible for service when permits cannot be obtained, nor will we pay any costs relating to permits.

CANCELLING YOUR MEMBERSHIP: The Member may cancel their Club Membership by notifying us in writing at 4733 W. Atlantic Avenue #7, Delray Beach, FL 33445. Cancellation becomes effective at the end of the current month of coverage. If this agreement is cancelled, the Club Member is entitled to a prorated refund of the paid agreement price for the unearned term.

We reserve the right to change or cancel the Membership upon 30 days written notice. A Membership may be cancelled immediately in the event of fraud, material misrepresentation, failure to pay, or termination as a customer. The Membership will automatically expire at the end of the month, quarter or year term for which the agreement price has not been paid in advance. Once this agreement is cancelled, you will be subject to a (30) thirty day waiting period if you choose to join the plan again. In the event of Membership cancellation for fraud or material misrepresentation, we may demand immediate payment of the cost of all services provided to the Member.

Your Membership

Most home owner's insurance and Plans come with service fee. Your Membership excludes service fees and does provides you with benefits which include protection benefits for specified home appliances and equipment. This is not a warranty, but a Club Membership that provides benefits which include protection for covered appliances in your home. APBC will apply benefits and services when applicable and reserves the right to edit and update benefits and services at any time.