

America's Protection & Benefit Clubs
4733 W. Atlantic Ave
Suite #7
Delray Beach, FL, 33445
888-296-0702

APBC Well Pump Protection Plan

PLEASE READ CAREFULLY

Thank you for your continued support and for purchasing your America's Protection and Benefits Club Membership through our partner, Septic Maxx. We greatly appreciate your business and always will work hard to ensure 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 for up to \$800 worth of home surveillance equipment. A \$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 all parts of well pump used for main single-family dwelling only. The maximum allowance benefit will not to exceed \$2,500. The well must be the primary source of water for the residence and a company approved inspection report that has been done within 30 days of the start of coverage must be provided to Company. Exclusions include well casings, tanks (such as pressure, expansion, holding or storage, etc.), gauges, piping, electrical lines leading to or connecting pressure tanks and main dwelling or re-drilling of wells.

B. PRICING FOR YOUR PLAN: The pricing for your plan is monthly, quarterly (once every 3 months) or annually (once a year) for all benefits and services listed in this agreement. Plans automatically renew unless canceled. The Application Fee is non-refundable.

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 8:00 am to 5:00 pm EST. APBC does require you to pump out your tank before applying for service benefits. The pump out report is to be forwarded to APBC to help us determine the cause of any problems prior to us dispatching a contractor. 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.

D. CONDITIONS AND LIMITS OF LIABILITY: Only single-family homes, condominiums and townhomes 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 return any surface area to a rugged finish.

In cases where there is another collectible 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 a review it is determined that benefits and service under this membership do not apply, or no applicable breakdown is discovered, you will not be responsible for the service fee.

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 are 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.

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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.

As far as your well pump is concerned you can feel safe with your membership. However, please read the exclusions below and feel free to call us with any questions.

E.1 Alterations, modifications, and upgrades, including additions or deletions. Cost of routine maintenance.

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 Pipes or tanks that are damaged because of freezing, fires, wind damage, water, lightning, ice, snow, explosions, mud, and earthquakes. Damage caused by animals and pests. Power or water fluctuations, flooding. Riots, or 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 from 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. Excluded are:

E.4 Repairs covered by manufacturer's recall, warranty, or another service contract. Improper installation, alterations, and unauthorized repairs. Consequential or inconsequential damage; maintenance; or damage to exterior surfaces. Accessories or maintenance items. 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, water heaters, 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 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.

F. 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 canceled, 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 after providing notice 30 days in advance. A Membership may be canceled 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 canceled, 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 does not cover well pumps. Your membership does provide you with benefits which include protection benefits for your well pump. This is not a warranty, but a Club Membership that provides benefits which include protection for an essential appliance in your home, your well pump. APBC will apply benefits and services when applicable and reserves the right to edit and update benefits and services at any time.