

REGISTRATION

Customer

First

Last

Subscription ID

Employer Group

Email

Phone

Street

City

State

ZIP

Vehicle

Year

Make

Model

Odometer

VIN

Seller

Name

Phone

Street

City

State

ZIP

SERVICE CONTRACT INFORMATION

Coverage Tier

Deductible \$100

Term

Term Limit

Contract Start Date

Contract Payment Date

Your Monthly Payment of

is due on the

of each month*.

Your eligibility to renew this **Contract will be subject to change with an annual odometer reading done through the Uproar.car mobile app. You may cancel this **Contract** by contacting Uproar.car and You will be prorated any applicable refund.*

CERTIFICATION

I have read the terms of this Service Contract.

Customer Initials & Date

*By Initialing above, I hereby declare that I have fully read the terms of this **Service Contract** including the following sections: "Registration", "**Service Contract Information**", "Certification", "Key Terms", "Your Responsibilities", "How this **How this Key & Fob Replacement Service Contract Protects You**", "How to Make a Claim", Coverage Plan Details, "General Contract Exclusions", "Cancellation Provision", "Arbitration Agreement", "Limit of Liability", and "State Changes", and I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this **Service Contract**. Purchase of this **Service Contract** is optional, and not required to obtain financing. This is a **Service Contract**, not a Warranty. This **Contract** is not an insurance contract. Some of the benefits received under this Contract may duplicate express or implied Warranties that may accompany the purchase of **Your Vehicle**. Replacement will be made with a part that is of a like, kind and quality (i.e. new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of **Your Vehicle**.*

I have activated my vehicle, received, read, and understand all disclosures in this Contract.

Customer Signature & Date

KEY TERMS

This **Service Contract** contains several words that have particular meaning and are so important that they are printed in **Bold** type in the **Service Contract**.

1. **Your Vehicle/Covered Vehicle** means the vehicle described in the Registration Section signed by **You**.
2. **Service Contract** or **Contract** means this Limited **Service Contract**.
3. **Obligor** means the Provider and party responsible to You for benefits under this Contract.
4. **Seller** means the entity that **You** purchased **Your Service Contract** from.
5. **We, Us, or Our** refers to the **Obligor** and Provider of this **Service Contract**.
6. **You, Your, Yourself and I** refers to the **Contract** holder which is identified as the CUSTOMER in the Registration Section.
7. The **Administrator** and **Claims Administrator** of this **Service Contract** is ForeSight Services Group, Inc., 2250 Bush Drive, McKinney, TX 75070, 877-681-6633.
8. **Registration Section** means the document that must be attached to and forms a part of this **Contract**. It contains important information regarding **Your Contract**.
9. **Contract Start Date** means the date which all benefits outlined in this **Contract** begin.
10. **Contract Payment Date** means the date which payment occurs.
11. **Term** refers to the length of time covered by this **Contract**, as shown in the Registration Section. Provided the **Monthly Payment** is received by the same day of the month as the **Contract Start Date**, this **Contract** will continue for the original customer and **Vehicle** shown in the Registration Section up to a maximum of 36 months from the **Contract Start Date**, unless canceled in writing by **You** or **Us**.
12. **Monthly Payment** means the amount shown in the Registration Section that **You** will be charged each month. **You** will be charged on the same day of the month as the **Contract Start Date**.
13. **Grace Period** means that if your **Monthly Payment** is paid in full within 5 days of the due date, coverage will continue.
14. **Failure** means an eligible key that has been misplaced, lost, stolen or inoperable.
15. **Cost** means the usual and fair charges to replace a covered part. The maximum **We** will pay for a covered part will not exceed the manufacturer's suggested retail list price. Replacement may be made with a part, which is of a like kind and quality compatible with the original design specifications of **Your Vehicle**, including used, aftermarket or remanufactured parts. **We** will pay for labor to perform repairs and diagnose the cause of a covered **Failure** subject to established industry time and labor guides published in a commonly available and current national flat rate manual.
16. **Deductible** is the amount shown in the Registration Section that **You** must pay for each covered claim, not including **Your** first covered claim. The **Deductible** does not apply to trip interruption or roadside assistance benefits.
17. **Warranty** means any other protection for **Your Vehicle** or its parts from the manufacturer or any other source.

YOUR RESPONSIBILITIES

1. **The 24 Hour Roadside Assistance** is designed to assist customers whose vehicles are disabled as a result of unavoidable circumstances. It is not intended to be a substitute for vehicle maintenance or repairs. Assistance obtained through any source other than Auto Road Services, Inc. is not covered and will not be reimbursed, unless assistance/service could not be provided, and You receive authorization from Auto Road Services, Inc. to obtain service through another service provider.
2. You will be required under this Service Contract to authorize the repair facility to perform any diagnosis necessary to determine the cause of Failure and Cost to replace. You will be responsible for all incurred expenses if the Failure is not covered by this Contract.
3. Should any payment be made by virtue of this Service Contract for any replacement for which the manufacturer or distributor now or subsequently provides remuneration or recovery, then the Contract holder assigns to the Administrator all rights to such remuneration or recovery not to exceed the amount of the benefit(s) provided under this Contract.

HOW THIS KEY & FOB REPLACEMENT SERVICE CONTRACT PROTECTS YOU

The **Obligor**, in return for payment of the applicable charge, agrees to replace, or arrange for the payment of the **Cost** to replace the covered parts of **Your Vehicle** when during the **Term** of this **Contract**. **Replacement of any part may be made with like kind and quality, serviceable used or remanufactured parts.** The **Obligor's** maximum limit of liability will be the maximum benefit allowable in a given term.

HOW TO MAKE A CLAIM

CONTACT CLAIMS ADMINISTRATOR AT (877) 681-6663

1. All requests for key replacement must be filed with the **Administrator**, and receive **Administrator** authorization for replacement. No claims will be paid without prior authorization.
2. **You** must authorize an appropriate franchise dealer to perform any diagnosis necessary to determine the cause of **Failure** and replacement **Cost**. **You** are responsible for all incurred expenses if it is determined that the key or transponder (fob and/or remote) is not covered by this **Contract**.
3. **You** must ensure that the appropriate franchise dealer contacts the **Claims Administrator** at 877-681-6633 when the cause of failure and replacement **Cost** are determined. The **Claims Administrator** reserves the right to inspect all non-working keys upon request. Approved replacements must be completed and request for payment submitted to Administrator within thirty (30) days of claim approval date and prior to **Contract** expiration date.
4. DO NOT AUTHORIZE REPLACEMENTS UNTIL THE **CLAIMS ADMINISTRATOR** VERIFIES THAT THE FAILURE IS COVERED BY THIS **CONTRACT** AND ISSUES AN APPROVAL NUMBER TO THE FRANCHISE DEALER OR **YOUR CLAIM WILL BE DENIED.**
5. It is **Your** responsibility to pay any expenses that are not covered by this **Contract**, including the **Deductible**.

Emergency Repairs: If **You** have experienced a **Failure** outside **Our** normal business hours (Monday - Friday, 8 am to 5 pm Central Time, and Saturday, 10 am to 2 pm Central Time). **You** may, at **Your** own discretion, authorize the necessary emergency replacement, subject to the following conditions:

- A. Emergency replacements can only be performed on **Your Vehicle** when **You** cannot obtain approval from the **Claims Administrator** because the **Failure** occurred outside **Our** normal business hours.
- B. **You** must call and leave a voice message at 877-681-6633, providing us with details of the **Failure** and replacement, and you will be contacted the next business day. Mail-in claims for emergency replacements will not be accepted. **Note: If the Claims Administrator re-opens before You receive a replacement, You must immediately contact the Claims Administrator for instructions before continuing with the replacement.**
- C. Replacements must be performed by an appropriate franchise dealer.
- D. **You** must provide the **Claims Administrator** with a paid receipt.
- E. **You** must save all parts that were replaced and provide them to the **Claims Administrator**, if requested.

Failure to comply with the above procedures will result in a denial of coverage.

GOOD KEY & FOB REPLACEMENT COVERAGE

If **You** purchased the **GOOD KEY & FOB REPLACEMENT** as shown in the Registration Section, covered parts are:

ELIGIBLE KEYS: Up to 2 keys and 2 transponders (fob and/or remote) present at **Contract Start Date** are eligible for replacement and also any related reprogramming costs incurred during a covered replacement. Up to \$400.00 per claim. The aggregate claim limit over the 36 months that this **Contract** is eligible for renewal will be \$1,200.00. A **Deductible** will not be charged for the first claim, but any subsequent claims will each incur a \$100 **Deductible**.

ANY PART NOT LISTED ABOVE IS NOT COVERED.

GREAT KEY & FOB REPLACEMENT COVERAGE

If You purchased the **GREAT KEY & FOB REPLACEMENT** as shown in the Registration Section, covered parts are:

ELIGIBLE KEYS: Up to 2 keys and 2 transponders (fob and/or remote) present at **Contract Start Date** are eligible for replacement and also any related reprogramming costs incurred during a covered replacement. Up to \$750.00 per claim. The aggregate claim limit over the 36 months that this **Contract** is eligible for renewal will be \$2,250.00. A **Deductible** will not be charged for the first claim, but any subsequent claims will each incur a \$100 **Deductible**.

ANY PART NOT LISTED ABOVE IS NOT COVERED.

GENERAL CONTRACT EXCLUSIONS

This Service Contract does **not** cover the following listed parts, services, conditions or events:

1. Any item covered by Your Vehicle manufacturer's original Factory Warranty, and any component or equipment not installed by the manufacturer.
2. Any part not specifically listed for coverage in the Coverage Plan Sections.
3. Any replacement of a covered part that has not been pre-authorized by the Claims Administrator (except as described under Emergency Repairs).
4. Any loss caused by the failure of any other part of Your Vehicle that is not included for coverage in this Contract, regardless if the resulting damage is to a covered part.
5. Liability for damage to property or injury to or death of any person arising from the operation, maintenance or use of Your Vehicle, whether or not related to the parts covered by the Contract.
6. Any loss caused by collision or near-collision, breakage of glass, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, lightning, contamination, rust, corrosion, freezing, smoke, acts of God or any cause whatsoever except as provided in the Contract.
7. Any loss that should be covered by a manufacturer's Warranty, repairer's guarantee, or any recall issued by a manufacturer which addresses the Contract holder's complaint. Components or parts covered by any other Warranty are not covered by this Contract until expiration of the manufacturer, supplier, or other Warranty. Any loss from an improper previous repair is not covered. The Service Contract does not guarantee the performance of any repair facility or technician.
8. Repair or replacement and/or any loss caused by, or related to, any mechanical or vehicle alteration and/or modification not recommended by the manufacturer of Your Vehicle.
9. Incidental or consequential damages such as loss of use of Your Vehicle, inconvenience or commercial loss; (Note: Some states do not allow exclusion or limitation of incidental or consequential damages, so this limitation/exclusion may not apply to you.)
10. Any damage or loss, whether direct or consequential, that results from Failure or loss of a programmed key.
11. Any loss due to neglect, abuse or misuse of Your keys, as well as any loss caused by fraudulent, dishonest, or illegal criminal act by You or Your family members, employees or agents, whether alone or in collusion with another.
12. Any replacement of a covered part which has not failed but which a repair facility recommends or requires be repaired or replaced. Any cost to modify, convert or retrofit original equipment, or any parts that have been updated by the manufacturer for the sole purpose of betterment is not covered.
13. Any batteries to operate the key or transponder (fob and/or remote).
14. No benefit is provided for a condition which existed prior to the Service Contract Start Date. (*Pre-existing conditions are specifically excluded*).

24 HOUR ROADSIDE ASSISTANCE

Limited Agreement Procedures:

YOU MUST CALL 1-800-999-4501 to obtain roadside assistance.

Available 24 hours a day, 7 days a week (including holidays).

ACCOUNT # 130040

Lock-Out Assistance - Fuel Delivery Services - Flat Tire Assistance - Battery Service - Emergency Towing

The following are covered emergencies subject to \$100 per incident limitation on any combination of emergencies:

1. Towing Assistance – When emergency towing is necessary, the **Covered Vehicle** will be towed to the nearest service facility or to any location of the Registered Customer's choice, up to the benefit limit of \$100 per occurrence.
2. Battery Service – If a battery failure occurs, a jump-start will be applied to start the **Covered Vehicle**.
3. Flat Tire Assistance – Service consists of the removal of the flat tire and its replacement with the Registered Customer's inflated spare tire.
4. Fuel, Oil, Water, Other Fluids – An emergency supply of fluids will be delivered to **You** if **You** are in immediate need. The cost of the fluids is not covered and is payable to the service provider at time of delivery.
5. Lockout Assistance – If **Your** keys are locked inside of the **Covered Vehicle**, assistance will be provided in gaining entry to the **Covered Vehicle's** passenger compartment only. The cost of key cutting/replacement is not covered under this program.

Important:

1. Please have the following available for dispatch operator: **Account # 130040**, Membership Number (**Service Contract Number** found in **Registration Section**), and location of **Vehicle**.
2. **You** must be with **Your Vehicle** when the service provider arrives, as they cannot service an unattended vehicle.
3. Coverage applies to the registered **Covered Vehicle** only.
4. Any amounts over the program maximum for services covered under this program are due and payable to the service provider at time of service.

Emergency Roadside services are provided to Auto Road Services, Inc. by Signature's Nationwide Auto Club, Inc.

TRIP INTERRUPTION

Pre-Approval required, call 877-681-6633. If **Covered Vehicle** is involved in a disabling collision 100 miles or more away from your residence and you are delayed overnight, you may qualify for reimbursement up to a \$500 maximum (\$166.67 per day) for emergency travel expenses incurred. Reimbursable charges include lodging, meals, and transportation incurred in the vicinity where the disablement occurred. For reimbursement of expenses, please forward a copy of all paid receipts, copy of filed accident report, and insurance company policy number to the **Administrator**.

CANCELLATION PROVISION

The original **Contract** holder may cancel this **Contract at any time for any reason** by contacting the **Seller** and providing written notice requesting cancellation. The **Seller** will submit the cancellation request to the **Administrator**, who will process the cancellation and applicable refund to the **Seller** for payment to **You**. In the event **You** are unable to contact the **Seller**, **You** may send written notice requesting cancellation to the **Administrator**.

We may only cancel this **Contract**:

1. Due to non-payment of the **Contract Monthly Payment**.
2. Due to fraud or material misstatement by **You** in obtaining this **Contract** or by **You** in pursuing a claim under this **Contract**.
3. Due to substantial breach of duties by **You** in connection with this **Contract**.

The **Administrator** will mail a written notice to **You** at **Your** last known address at least five days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by the **Service Contract** holder to the provider relating to the covered property or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

If this **Contract** is canceled within 30 days of the **Contract Start Date** and a claim has not been incurred, a 100% refund of the **Monthly Payment** will be made. If this **Contract** is canceled 31 days or after the **Contract Start Date** or if a claim has been incurred, a pro-rata refund will be made. The pro-rata refund will be calculated by multiplying the **Monthly Payment** by the percentage of unused days divided by the total days of the **Contract Term** less claims paid and a cancellation fee of 10% of the **Monthly Payment**. All refunds will be paid to **You**.

TRANSFER PROVISION

This **Contract** is not transferable. However, in the event of **Your** death and during the **Contract Term**, the benefits of this **Contract** will be available to **Your** spouse, domestic partner or legal representative.

IMPORTANT NOTICE PROVISION

This **Contract** is not an insurance policy.

Any of the **Contract** cancellation or transfer provisions that are in conflict with the statutes of the state where **You** purchased **Your Contract** are amended to conform to the statutes of that state.

Purchase of this **Contract** is optional, and not required to obtain financing.

This **Contract** covers only a **Failure** which occurs during the **Contract Term** within the United States and Canada.

ARBITRATION AGREEMENT

If a dispute arises out of, or relates to this **Contract**, or the alleged breach thereof, and if the parties are unable to resolve this dispute, then the parties agree to try in good faith to settle the dispute by mediation through a certified mediator not less than 30 days before resorting to arbitration, litigation, or any other dispute resolution procedure. A certified mediator shall be mutually agreed upon. The mediation and mediation process shall be confidential and not subject to disclosure in any subsequent arbitration, litigation, or any other forum except as required by law. The parties will share equally in the expense of such mediator and mediation proceeding. Disputes that are not resolved through mediation are subject to non-binding arbitration. Under this arbitration provision, **You** have not given up **Your** right to resolve any dispute arising from this **Contract** by a judge and/or jury. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration. However, the decision of the arbitrators will not be binding and may be reviewed or changed by, or appealed to, a court of law. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within 90 days of the conclusion of mediation. **You** and **We** will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. 1et.seq.) according to the rules of the American Arbitration Association and not by any state law under this **Contract**. The laws of **Your** state of residence (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **Contract** and all transactions contemplated by this **Contract**, including without limitation, the validity, interpretation, construction, performance and enforcement of this **Contract**.

LIMIT OF LIABILITY

There is no liability for incidental or consequential loss or damage including, but not limited to: injury, loss of life, property damage, loss of use, loss of time, inconvenience or commercial loss, or breach of implied warranties, which result from a covered or non-covered **Failure** under the terms of this **Service Contract** and such liability is expressly excluded. This **Service Contract** is not a **Warranty** and does not guarantee the utility or performance of **Your Vehicle**. The liability for any **Failure** shall not exceed the maximum benefit payable under this **Contract**. The total of all benefits paid or payable during the **Term** of this **Service Contract** shall not exceed **\$2,250.00** for Great Key & Fob Replacement Coverage or **\$1,200** for Good Key & Fob Replacement Coverage.