



SERVICE AGREEMENT

Real Estate Edition

IMPORTANT, PLEASE READ. This is an agreement to repair or replace specified home systems and appliances that fail due to normal wear and tear within the main foundation of a residential home during the term of your Agreement. All items NOT listed in this Agreement are excluded from coverage. All covered items must be in proper working order on the start date. Any covered items not in proper working order on the contract start date will be considered "pre-existing" and are not eligible for coverage. The utilities must be turned on and running to all covered systems and appliances before the start of coverage, including water to a kitchen refrigerator for coverage of the ice maker/refrigerator. Advantage Home Warranty (AHW) will NOT reimburse for services performed before AHW's approval. AHW has the right to request a copy of any visual or mechanical report performed by a licensed home inspector or other licensed inspector. AHW's only responsibility is to arrange for a Service Technician to provide service in accordance with this Agreement. AHW is not a Service Contractor/Technician and will not perform the repair or replacement of any covered system or component.

A. HOW TO FILE A CLAIM : Please read this Agreement carefully and then file your Claim by calling 1-877-691-0041 or going online to AdvantageHW.com.

1. You must call in or go to our website or portal to file a claim when a failure is discovered.
2. You must provide the credit card information to be charged the \$50 Trade Call Fee for Seller, Plus, and Premium Plans Only. This fee will be charged when a claim is filed. The Trade Call Fee for the Elite plan is FREE. If you cancel your Claim, you will receive a refund for the Trade Call Fee within five business days.
3. If your Claim is filed within 30 days from the agreement start date, a home inspection will be requested to confirm the covered system/appliance was in proper working order before the agreed start date. AHW has the right to ask for a home inspection at any point during the contract.
4. AHW will assign a Service Technician within 24 hours. If you choose to schedule an appointment outside regular business hours (Monday through Friday, 9:00 am – 5:00 pm), you will be responsible for all additional fees/overtime charges.

B. HOMEOWNER EXPECTATIONS WHEN FILING A CLAIM :

1. A safe working environment must be provided for the Service Technician and any employee of the Service Contractor. You agree not to harm any equipment/property of the Service Technician. You must not threaten, verbally abuse, or harm the wellbeing of a Service Technician or any employee of Advantage Home Warranty. If the Service Technician or AHW representative feels that abuse occurs, we reserve the right to terminate the phone call and contract.
2. No services will be performed, and the Service Fee will still be owed if the Service Technician cannot enter the property due to unsafe conditions, such as mold, animals, or insects or if it is not easily accessible.
3. The Service Fee is owed if you fail to be present at a scheduled time or cancel a service call when the Service Contractor is enroute to your home.
4. If services under this Agreement should fail, then AHW will provide necessary repairs without an additional Service Call Fee for 90 days on parts and 30 days on labor.
5. AHW has the sole right to decide whether to repair or replace a covered item. All replacements approved by AHW will be of similar quality to the covered item and shall be performed exclusively by a vendor that has been pre-approved by AHW. Should you choose to replace any covered item for which AHW has decided to cover the repair, AHW will only pay the amount the repair would have cost (less the Trade Call Fee), and you will be responsible for the difference in price between repair and replacement. If you choose to upgrade an approved replacement covered item, AHW will pay the cost of a similar quality item, and you will be responsible for the difference in price between the AHW replacement and the upgraded replacement.
6. When replacement equipment of identical dimensions is unavailable, AHW is responsible for installing replacement equipment but NOT for the cost of construction, carpentry, or any other modification made necessary by different dimensions. AHW is not responsible for

upgrading or matching color or brand. AHW is not liable for replacing entire systems or appliances due to obsolete, discontinuation, or unavailability of one or more integral parts. AHW will reimburse those parts' costs determined by the fair market value of similar parts.

7. AHW is not liable for failure to provide timely service due to conditions beyond our control, including but not limited to delays in obtaining parts and equipment, weather delays, labor difficulties, or scheduling difficulties between you and the Service Technician.
8. You are responsible for any cost incurred during the discovery/cause of failure for any uncovered item.
9. If AHW dispenses a Service Technician and the failed appliance or system is not eligible for coverage, you can work directly with our Service Technician while they are at your home, to repair/replace the uncovered item. You will be responsible for the Trade Call Fee and all other associated costs.

C. COVERAGE TIME, RENEWALS, and PAYMENT

1. Coverage begins on the agreement start date and continues for 12 months unless otherwise stated in the agreement confirmation.
2. Optional coverages or plan upgrades can be added within 30 days of the agreement start date and are subject to a 30-day waiting period.
3. Payment is due at the closing of the real estate transaction. Payment must be received within 21 business days to ensure coverage. Payment can be paid in full using a check or credit card.
4. Renewals will be offered at AHW's discretion. You will be notified of the price and terms for continued conditions 30 days before the end of your Agreement. If you fail to respond before your contract's expiration date and would like to renew, you will be subject to a 30-day waiting period before any claims can be filed.
5. Installment payments can be made monthly. AHW will not submit a claim should you experience a mechanical failure covered by this Agreement when unpaid installments are due from you. If your payment cannot be processed, we will contact you advising a new form of payment is needed. If you fail to respond within the said amount of time in the email, your contract will be canceled, and you will be responsible for all claim costs incurred during your agreement term. If your payment is declined more than twice, you will be responsible for paying the total balance due before any claims can be filed.

D. COVERED SYSTEMS AND APPLIANCES

1. This section provides included coverage for the covered property listed on your contract. AHW shows examples of components excluded to help you understand the Agreement. This Agreement covers only the systems/appliances/components identified herein and excludes all other items, whether identified explicitly as excluded or not.
2. Your coverage depends on the plan purchased. Your selected plan is listed on the invoice included in your welcome kit.
3. **HVAC SYSTEM** - Residential, two units, up to 5-ton capacity (All Plans)

If the primary HVAC system in your home functions as both an A/C unit and a heating system, it is subject to all heating system limitations listed below. AHW's responsibility to pay for the repair or replacement of the HVAC system is limited to \$2,500/\$3,500 in aggregate per type of system. For example, if there are two A/C systems on the covered property, AHW will pay \$2,500/\$3,500 in total for both, not \$2,500/\$3,500 each.

1. HEATING SYSTEM

COVERED : All components and parts necessary for operating the primary heating source. AHW will pay at most \$1,500 per covered item per contract term for access, diagnosis, and repair or replacement of any geothermal, glycol, hot water, or steam circulating systems.

EXCLUDED : Heat exchanger, humidifiers, dehumidifiers, baseboard casings, propane, fuel or oil storage tanks, solar heating systems, fireplaces, key valves, flues, vents, chimneys and chimney liners, grills, leak tests, evaporator coil pan, free-standing or portable heating units, zone controls, dampers, pellet, coal, or wood stoves and improperly sized/installed/repaired units or systems.

ANNUAL LIMITATIONS: PLUS: \$2,500, PREMIUM & ELITE: \$3,500, ELITE + \$5,000

2. AIR CONDITIONING/COOLING SYSTEM

COVERED : All components and parts of a ducted electric central air conditioning, a ductless mini-split system and ducted electric wall air conditioning, including refrigerant (up to \$25 per pound for SELLER and PLUS plan, \$50 per pound for PREMIUM plan, and \$100 per pound for ELITE plan).

EXCLUDED : Leak tests, humidifiers, dehumidifiers, clearing of stoppages to condensate drain lines, filters, evaporator coil pan, evaporator/indoor condenser cleaning (including acid cleaning, cleaning, and unclogging services required to correct problems related to the lack of manufacturer's recommended maintenance), gas-fueled systems, condenser casings, registers and grills, window units, free-standing or portable cooling units, dampers, zone controls, handheld remotes, and improperly sized/installed/repaired units or systems.

ANNUAL LIMITATIONS: PLUS: \$2,500, PREMIUM & ELITE: \$3,500, ELITE + \$5,000

These limitations include costs related to the use of cranes to complete an A/C repair or replacement.

3. DUCTWORK

COVERED : Duct from the heating unit to point of attachment at registers or grills.

EXCLUDED : Insulation, asbestos-insulated ductwork, diagnostic testing of (or locating leaks to) ductwork, separation due to settlement or lack of support, vents, and breaching, missing ductwork.

ANNUAL LIMITATIONS: PLUS: \$500, PREMIUM & ELITE: \$1,000

4. PLUMBING & DRAINS

COVERED : Within the main foundation of the home: drains, leaks to water lines, leaks to sewer lines, assemblies within toilet tank, interior hose bibs, clearing of stoppages (with 125' of access point), valves to shower, risers, jetted bathtub (motor and pump assemblies), polybutylene piping (Limitation=\$1,000), permanently installed interior sump pump, main line stoppages if a ground level clean out is available, sewer ejector pumps, fixtures, cartridges, faucets, shower heads, and arms.

EXCLUDED : Macerating Toilets, sinks, bathtubs, exterior hose bibs, filters, **hydro-jetting** (except on ELITE +) shower/base pans or enclosures, tub/shower enclosures, toilet bowl or tank or lid, toilet flange, caulking and grouting, root damage, slab leaks, re-routing of plumbing lines, inadequate or excessive water pressure, holding or storage tanks, basket strainers, battery backup, backup or portable sump pumps, breaks to water lines caused by freezing, Stoppages caused by collapsed, damaged, or broken drains, vents, or sewer lines outside the home's main foundation. Lines broken, infiltrated, or stopped by roots or foreign objects, even if within the home's main foundation, Pipes located outside of the perimeter of the principal dwelling.

ANNUAL LIMITATIONS: PLUS: \$1,000, PREMIUM & ELITE: \$2,000

5. GAS LINES

In the event of a gas leak in your home, you MUST call your designated emergency response from your local gas company or local authorities. They will shut off the gas in your home and the spot of the leak. Once completed, call AHW and request service for a gas leak.

COVERED : Leaks and breaks of gas line or valve, except if caused by roots, within the perimeter of the main foundation of the home.

EXCLUDED : All piping outside the perimeter of the main foundation of the house, the collapse of the gas line, damage caused by a foreign object.

ANNUAL LIMITATIONS: PLUS: \$500, PREMIUM & ELITE: \$1,000

6. ELECTRICAL SYSTEM

COVERED : Main electrical panel, outlets, switches, conduit, junction box, wiring.

EXCLUDED : Damage due to power surges or power failure, carbon monoxide detectors, inadequate wiring or components, solar power systems and panels, D.C. (direct current) wiring or components, broken and/or severed wires, rerunning of new wiring for broken wiring, knob and tube circuit overload, low voltage systems, meter boxes, grounding of ungrounded outlets, exterior outlets, and exterior lamps, lights.

ANNUAL LIMITATIONS: PLUS: \$1,000, PREMIUM & ELITE: \$2,000

7. WATER HEATER

COVERED : All components of electric, gas, and tankless water heaters, including circulating pumps.

EXCLUDED : Anode rods, Oil hot water tanks, units exceeding 75 gallons.

ANNUAL LIMITATIONS: PLUS: \$750, PREMIUM & ELITE: \$1,500, ELITE+\$2,000

8. KITCHEN APPLIANCES

AHW will cover one of each kitchen appliance per Agreement.

COVERED : Refrigerator (including the ice maker), built-in microwave, garbage disposal, oven/range/cooktop, and built-in dishwasher

EXCLUDED : Shelves, doors, hinges, handles, dials and knobs, any non-mechanical failure, water dispenser, line restrictions, interior thermal shells, ice buckets, filters, wine coolers, internet connections, glass or ceramic cooktops, door seals, racks, baskets, rollers, lighting, self-cleaning mechanisms, any cosmetic damage, problems caused by bones, glass or non-food objects, televisions, or radio in the kitchen refrigerator, any appliances that did not come with the home at warranty purchase. Repair or replacement of ice makers will only be completed when parts are available. AHW is not responsible for the repair or replacement of parts that are involved in a class-action lawsuit.

ANNUAL LIMITATIONS:

PLUS (TOTAL LIABILITY \$1,750): Kitchen Refrigerator (with ice maker) \$750, Built-in Microwave \$125, Oven/Range/Cooktop \$375, Dishwasher \$250, Garbage Disposal \$250

PREMIUM & ELITE (TOTAL LIABILITY \$3,500): Kitchen Refrigerator (with ice maker) \$1,500, Built-in Microwave \$250, Oven/Range/Cooktop \$750, Dishwasher \$500, Garbage Disposal \$500

9. CLOTHES WASHER/CLOTHES DRYER

COVERED : All parts and components except:

EXCLUDED : Soap dispensers, plastic mini-tubs, dials and knobs, lint screen, venting, damage to clothing, door seals, all-in-one washer/dryer, stackable clothes washer/dryer, and glass/doors. Any appliances that did not come with the home at warranty purchase.

ANNUAL LIMITATIONS:

PLUS TOTAL LIABILITY \$600: Clothes Washer \$300, Clothes Dryer \$300

PREMIUM & ELITE TOTAL LIABILITY \$1,200: Clothes Washer \$600, Clothes Dryer \$600

10. GARAGE DOOR OPENER

COVERED : All parts and components except:

EXCLUDED : Garage doors, adjustments, infrared sensors, tracks, hinges, springs, remote receiving and/or transmitting devices.

ANNUAL LIMITATIONS: PLUS: \$250, PREMIUM & ELITE: \$500

11. ATTIC, EXHAUST, and CEILING FANS

COVERED : Switches, controls, motors, bearings, and blades.

EXCLUDED : Shutters, belts, filters, lights.

ANNUAL LIMITATIONS: PLUS: \$250, PREMIUM & ELITE: \$500

E. COVERED SYSTEMS and APPLIANCES - PREMIUM and ELITE PLANS ONLY

This section provides included coverage for the covered property within the PREMIUM and ELITE plans ONLY. AHW shows examples of components excluded to help you understand the Agreement. This Agreement covers only the systems/appliances/components identified herein and excludes all other items, whether specified as excluded or not. Your coverage depends on the plan purchased. Your selected plan is listed in the invoice included in your welcome information.

1. WATER SOFTENER

COVERED : Domestic water softener, brine tanks, and connected water lines.

EXCLUDED : Insufficient or excessive water pressure, color or purity of water, filters, resin beds, salt replacement, standard maintenance, purification systems, and all rented/leased water softeners.

ANNUAL LIMITATION: \$750

2. WATER WELL PUMP

COVERED : Well pump, valves, and regulators. It must be the primary water source.

EXCLUDED : Pressure tanks, holding or storage tanks, cisterns, digging, re-drilling of wells, well casings, pressure switches or gauges, piping, electrical lines, screens, pumps used for lawn sprinklers.

ANNUAL LIMITATION: \$1,500

3. SEPTIC SYSTEM

COVERED : Septic tank and line from the house, baffles, sewer ejector pump, aerobic pump, jet pump, and switches. If a stoppage is due to a septic tank backup, AHW will pump the septic tank one time during the coverage period of the plan.

EXCLUDED : Drain field, tile fields, leach beds, clean out, insufficient capacity, blockages from tree roots or foreign objects, field lines, seepage pits, cost of gaining or finding access to the septic tank, cesspools.

ANNUAL LIMITATION: \$750

4. RADON MITIGATION FAN

COVERED : Motor, couplers.

EXCLUDED : Housing, leaks.

ANNUAL LIMITATION: \$500

5. SEASONAL HVAC TUNE-UP

COVERED : One Spring tune-up valid for service requests created on or between March 31st and May 31st. One Fall tune-up is valid for service requests made on or between August 31st and October 31st. Seasonal HVAC tune-up includes the following: clean or replace homeowner-supplied standard air filter, check heat anticipator settings, inspect inside cooling coil (if accessible), inspect primary and secondary drains, inspect condenser coil, inspect blower components, lubricate all applicable moving parts, tighten all loose electrical connections, monitor air conditioner operating pressure for the proper refrigerant charge, measure cooling temperature difference, examine heat exchanger for cracks

or damage, inspect and adjust burner assembly, inspect ignition assembly, monitor flue draft for safe operation, adjust gas pressure as necessary, inspect pilot operation - adjust as needed, inspect and test safety control, adjust air flow for proper temperature rise, monitor voltage and amp draw on motors, monitor air conditioning and heating cycles, monitor starting capabilities, and test for carbon monoxide. The homeowner is responsible for contacting AHW to schedule this service. AHW is not subject to scheduling the maintenance on the homeowner's behalf. All scheduled maintenance services with the PREMIUM PLAN will be subject to the \$50 Trade Call Fee. All scheduled maintenance services with the ELITE PLAN are FREE. An additional Trade Call Fee is due if covered service beyond the tune-up is required.

EXCLUDED : Leak tests, heat exchanger, clearing of stoppages to condensate drain lines, filters, evaporator/indoor condenser cleaning (including acid cleaning, cleaning, and unclogging services required to correct problems related to the lack of manufacturer's recommended maintenance), gas-fueled cooling systems, condenser casings, registers and grills, window units, free-standing or portable cooling units, dampers, zone controls, handheld remotes, heat exchanger, baseboard casings, propane, fuel or oil storage tanks, solar heating systems, fireplaces, key valves, flues, vents, chimneys and chimney liners, grills, free-standing or portable heating units, zone controls, dampers, pellet, coal, or wood stoves.

6. GO GREEN ADVANTAGE (ELITE PLAN ONLY)

When a covered item cannot be repaired and subsequently must be replaced.

COVERED : Dishwasher, refrigerator, clothes washer, heating system (gas furnace only), or water heater

All appliances listed above will be replaced with an equivalent appliance certified by the Environmental Protection Agency's Energy Star program. When the covered property's existing infrastructure can support a tankless water heater, a tankless water heater will be installed as a replacement. When the covered property's existing infrastructure is not capable of supporting HVAC equipment with SEER and AFUE ratings that meet the Environmental Protection Agency's Energy Star program's requirements for certification, such as HVAC equipment, will be installed as a replacement.

7. REKEY SERVICE

COVERED: Rekeying of up to six (6) existing door locks to operate with a new key, including standard labor and materials. Coverage includes up to four (4) standard keys provided at the time of service.

EXCLUDED: Replacement of locks or lock hardware, installation of new locks, smart locks, electronic or keypad locks, high-security or specialty locks, decorative locksets, additional keys beyond the stated limit, rekeying for commercial properties

\$100 per rekey service request

8. POOL/SPA (Optional coverage)

COVERED : Salt water and chlorine pools, spas with shared equipment. All above-ground components and parts of the heater, pump, filter, and pool sweep motor.

EXCLUDED : Skimmers, lights, liners, jets, underground/inaccessible lines, cleaning equipment, solar equipment, above-ground pools, structural defects, timers, remote controls, pool/spa covers

ANNUAL LIMITATIONS: AHW will pay no more than \$750 in the aggregate of the Agreement.

F. SELLER/LISTING COVERAGE

Listing coverage is only available if the property is listed with a licensed real estate professional and accessible on MLS within 24 hours of active coverage. Listing coverage is not available to an owner of investment and rental properties. Listing coverage starts on the agreement start date and continues until the sale of the covered property, the expiration or cancellation of the plan, or 180 days from the agreement start date.

COVERED : The same standard coverage inclusions, exclusions, and limitations as Buyer's Plus plan coverage applies to Listing Coverage.

EXCLUSIONS : Conditions found during the home inspection

LIMITATIONS: AHW will pay no more than \$2,000 during the listing period.

G. LIMITS OF LIABILITY

1. Delays. Failures cannot always be diagnosed and repaired on the first service visit. AHW is not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs.
2. Model/Serial Numbers: AHW is not responsible for repairing or replacing a system/appliance lacking a visible model or serial number.
3. Obstructed Items: AHW will pay up to \$500 for providing access to or closing access from any covered item that is concrete encased or otherwise inaccessible. If it is necessary to open walls or ceilings to make repairs, AHW will close the opening (if the wall/ceiling was not damaged by water before the Claim) and return to a rough finish condition.

4. AHW is not responsible for the repair of any cosmetic defects, smells, or noises or for the cost of cleaning any parts or equipment.
5. Hazardous Materials: AHW will have no liability for the removal of, failure to detect, or contamination of any asbestos, radon gas, mold, or other hazardous products or materials.
6. Consequential or Secondary Damage: AHW is not responsible for consequential or secondary damage, including but not limited to: repair of conditions by any of the following: excessive water pressure, insect infestation, mold, mildew or bacteria, misuse or abuse, theft or vandalism, failure to clean or maintain covered item as specified by the manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, intentional acts, riot, war, lightning, mud, earthquakes, tornados, soil movement or settlement, storms or other natural disasters, acts of terrorism, strikes, labor troubles, shortages in supply, accidents, pest damage, changes in law, rules or regulations of any governmental authority and any other cause beyond AHW's control, or any other perils not considered loss or damage due to normal wear and tear.
7. Loss of Use Damages: AHW is not liable for indirect, consequential, or economic damages for loss or damages to any person or property arising from the loss of use or the inability to use any covered items or property to the extent such will be disclaimed by law, and you expressly waive the right to all such damages.
8. Repairs/Replacements: AHW has the sole right to determine whether any covered items will be repaired or replaced. All replacements approved by AHW will be of similar quality to the covered item and shall be performed exclusively by a vendor that has been preapproved by AHW. Parts and replacements will be of similar quality and efficiency to those being replaced, subject to all other provisions of this Agreement. When replacement equipment of identical dimensions is unavailable, AHW is responsible for installing replacement equipment but NOT for the cost of construction, carpentry, or any other modification made necessary by different dimensions. AHW is not responsible for upgrading or matching color or brand. AHW is not liable for replacing entire systems or appliances due to obsolescence, discontinuation, or unavailability of one or more integral parts. AHW will reimburse those parts' costs determined by the fair market value of similar parts.
9. AHW will remove/haul away any failed system/appliance.
10. Cash Option: AHW reserves the right to offer cash back in lieu of repair/replacement.
11. Second Opinions: AHW reserves the right to require a second opinion, which AHW will obtain at its own cost.
12. AHW will not repair or replace any covered item improperly matched in size or efficiency.
13. Building and Zoning Code Requirements Violations: AHW will pay up to \$250 for the costs to obtain permits and code upgrades.

H. EXCLUSIONS

1. Non-Essential Components: items not required for covered items to function.
2. Hazardous Materials: Services do not include the identification, detection, abatement, or removal of asbestos, radon gas, or any other hazardous material. Management
3. Systems: Electronic or computerized energy management, lighting, and appliance management are excluded from coverage. AHW is not responsible for repairing any systems/appliances with manufacturers' defects or under the manufacturer's warranty, including parts and labor. AHW is not responsible for repairing any system/appliance involved where the branded parts are involved in any lawsuit.
4. This coverage is for residential-use property only. It does not cover commercial property or homes used as a business, such as nursing/care homes, fraternity/sorority houses, or daycare centers.

I. GENERAL

This service agreement is subject to change.

1. Cancellations: If this Agreement is canceled, you shall be entitled to a pro-rata refund of the paid agreement fee for the unexpired term, less an administrative fee of \$50, and less all claims' costs incurred by AHW. AHW can cancel this Agreement for fraud, material misrepresentation, or nonpayment.
2. Transfer of Agreement: If the ownership of this property changes during the coverage term, the Agreement will be transferred to the new owner. The agreement holder must notify AHW within 30 days of the property transfer at 877-691-0047.
3. Personal Identifiable Information: by submitting any of your personally identifiable information, such as your name, address, phone number, and email address, to us, you consent to our privacy policy located at AdvantageHW.com.
4. Multiple Units: If this Agreement is for a property that is a duplex, triplex, or fourplex dwelling, the invoice must reflect said property type for all the units to be covered. When multiple units are covered, each unit is subject to its own limitations. All units within the dwelling must be covered by an AHW plan for applicable coverage to apply to shared systems and appliances. Common grounds and facilities are excluded.
5. Governing Law: All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of Ohio without giving effect to any choice or conflict of law provision or rule.
6. Headings: The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
7. Entire Agreement: this Agreement (including the invoice and all documentation related to optional add-ons constitutes the sole and entire Agreement of the parties to this Agreement for the subject matter contained herein and therein and supersedes all prior, contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter).

J. MANDATORY ARBITRATION

Any claim, dispute, or controversy regarding any agreement, tort, statute, or otherwise ("Claim") arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("A.PA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org or by calling 1- 800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award will be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit will be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any Ohio court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

K. CLASS ACTION WAIVER

Any Claim must be brought in the parties' capacity and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain Class Action in any forum. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable will be determined only by a court of competent jurisdiction and not by an arbitrator. The arbitrator shall not have the authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration.

THE PARTIES UNDERSTAND THEY HAVE A RIGHT TO LITIGATE THROUGH A COURT, HAVE A JUDGE OR JURY DECIDE THEIR CASE, AND BE PARTY TO A CLASS OR REPRESENTATIVE ACTION; HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.

L. PRIVACY POLICY

See AHW Privacy Policy on AdvantageHW.com