

CLIENT: _____



SERVICE AGREEMENT

This agreement is made between **CANCEL MY WARRANTY, LLC** (hereinafter referred to as the “Company”) and the Client (hereinafter “you” or “Client”).

1. **AUTHORIZATION.** You authorize Company to, on your behalf, cancel, gather information and documents concerning, and seek and collect refunds (“Reimbursements”) from warranty and service programs you own and subscribed to (collectively hereinafter the “Services”) including, but not limited to, car warranties, service contracts, maintenance plans, gap insurance, tire and wheel protections, paint and dent protection, upholstery protection and any additional services you purchased in connection with your motor vehicle(s).

2. **CLIENT'S ELIGIBILITY, REPRESENTATIONS AND WARRANTIES.** By accepting these Terms and Conditions, you represent and warrant to the Company that you are the customer and owner of the policies and contracts for the warranties and service programs described in Section 1 above.

3. **ACCEPTANCE.** This Agreement is expressly limited to and made conditional upon Client’s acceptance of its terms and conditions. You waive objections to any terms and conditions contained herein.

4. **FEES.** Client understands and agrees that the Company's compensation for the Services are as follows:

30 Percent of all refunds due

5. **REMITTANCE / PAYMENT TO COMPANY.** If you receive any Reimbursements directly from any of the warranty and service companies/providers, payment for the Services must be received by the Company within fifteen (15) days of your receipt of any such Reimbursements. You acknowledge that you are ultimately responsible to pay Company for said Services. By signing below, Client further authorizes and instructs warranty companies to pay directly to Company (or to include Company as a co-payee on the check or draft) on all Reimbursements. Should any warranty or service provider fail to comply with the foregoing, Client shall pay Company any and all balance due for the Services and any other payment owed by Client to Company under this Agreement. You understand that you are personally responsible to pay for the Services that are not paid directly by the warranty and service companies / providers. The Company accepts credit cards as payment sources. Any past due payment will be, at Company's option, subject to interest at One-and-One-Half Percent (1.50%) per month (18% per annum) to the extent permitted by law.

6. **REMITTANCE / PAYMENT TO COMPANY.** Any Reimbursements that the Company receives on your behalf will be remitted and paid to you within thirty (30) days of the Company's receipt of such Reimbursements from the warranty and service company/provider.

7. **COLLECTION.** You authorize the Company to bill the payment sources provided in Section 5 for all applicable remittances and payments due to the Company for the Services. If Client's payment source is declined at any time (including, but not limited to situations where the Company seeks authorizations or charge attempts), the Company may make multiple attempts to reprocess your payment. Payments received after thirty (30) days are subject to a penalty of one and one-half percent (1.5%) per month (18% per annum) to the extent permitted by law. Regardless of whether or not Client's account is actually placed for collection for delinquency of payment or otherwise, Company shall be entitled, in addition to damages, to injunctive relief or other relief, recovery against you for Company's reasonable costs and expenses, including but not limited to taxable costs, expert witness fees and attorneys' fees incurred in any related administrative proceeding, mediation, arbitration, trial, appellate proceeding and/or post-judgment proceeding.

8. **TERMINATION OF SERVICES.** The Company may, in its sole discretion, terminate or suspend the Services at any time, with or without notice, for any reason including, without limitation, breach of these Terms and Conditions.

9. **LIMITATIONS ON ACTIONS AND LIABILITY.** Client's sole and exclusive remedy against Company for any and all claims for damages arising out of or alleged to have arisen out of the Services will be limited to the amount of Reimbursements actually secured by the Company from Client's service and warranty programs. If Client fails to give the required notice and/or fail to allow Company an opportunity to correct or rectify any problems within thirty (30) days, Client hereby waives any and all rights for damages and/or correction against Company. This Limitations of Remedies may be plead as a complete bar to any action in violation of this clause. All claims and/or lawsuits arising under this agreement must be made within ninety (90) days from the date of completion of the Services. **COMPANY WILL NOT BE LIABLE DAMAGE OR INJURY RESULTING FROM DELAY IN PAYMENTS FROM CLIENT'S SERVICE AND WARRANTY PROGRAMS OR FOR ANY FAILURE TO PERFORM THAT IS DUE TO CIRCUMSTANCES BEYOND COMPANY'S CONTROL. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES AND PROFITS, LEGAL EXPENSES, ATTORNEYS' FEES AND/OR COSTS. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CLIENT'S EXCLUSIVE REMEDY IN THE EVENT THAT ANY OTHER CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

10. **FORCE MAJEURE.** Company shall not be liable for any delay, failures, or default in performance of this agreement or otherwise, in whole or in part, caused by the occurrence of any contingency beyond the control of Company and/or of suppliers to Company. Such contingencies include but are not limited to failure or delay in transportation, acts of any government or any agency or subdivision thereof, judicial action, labor disputes, fire, accident, acts of nature, severe weather, product allocation or shortages, labor shortages, fuel shortages, raw material shortages, machinery or technical failure.

11. **ASSIGNMENT.** This Agreement is personal to Client, and therefore Client agrees not to assign this Agreement or any claim against Company relating to this Agreement.

12. **GOVERNING LAW; CHOICE OF FORUM.** This Agreement shall be governed and conformed in accordance with the laws of the State of Missouri without regard to its conflict of laws provisions. Any action or proceeding with respect to this Agreement shall be brought exclusively in the Circuit Court of St. Louis County, Missouri, or alternatively, the federal court sitting in Eastern District of Missouri, and the parties agree to the personal jurisdiction thereof. The parties hereby irrevocably waive any objection they may now or hereafter have to the laying of venue of any such action in the said court(s) and further irrevocably waive any claim they may now or hereafter have that any such action brought in said court(s) has been brought in an inconvenient forum. The parties agree that all issues of fact shall be tried without a jury.

13. **DELIVERY OF NOTICES.** Any notice required or desired to be given under this Agreement shall be deemed given if in writing and delivered personally, by email or U.S. Mail to the recipient's address.

14. **BINDING EFFECT; ASSIGNMENT.** This Agreement shall be binding upon Client and Client's heirs, executors and

administrators and shall inure to the benefit of the Company, and its parents, subsidiaries, divisions, affiliates, successors, and assigns. This Agreement may be enforced by the Company's successors and assigns.

15. **NO THIRD PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16. **SEVERABILITY.** If any provision on this agreement is not enforceable, that provision shall be effective only to the extent permitted by law and all other provisions of this agreement shall remain.

17. **NON-WAIVER.** The failure of Company, whether purposeful or otherwise, to exercise in any instance any right, power, or privilege under this Agreement or under law shall not constitute a waiver of any other right, power, or privilege, nor of the same right, power, or privilege in any other instance. Any waiver by the Company must be in writing and signed by the Company.

18. **ENTIRE AGREEMENT.** This instrument contains the entire agreement of the parties relating to the subject matter hereof and may only be waived, changed, modified, extended or discharged orally by a writing signed by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought. The terms and conditions of this Agreement supersede any agreement to which it is attached.

ACCORDINGLY, the parties hereto knowingly and voluntarily executed this Agreement.

**COMPANY,
CANCEL MY WARRANTY, LLC**

CLIENTS,

By: _____

X _____

[Print Name:] Tanner Lanham

[Print Name:] _____

[Title:] President/ CEO

DATE: _____