

We, the administrator or the seller of this Plan may make available additional products and services at a discount from time to time, for your consideration.

## ADVANCED TECH CARE AND ENTERTAINMENT DEVICE PROTECTION

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE “PLAN”) CONSTITUTE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT, AND THE PLAN LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN AS OUTLINED IN THE CANCELLATION SECTION BELOW. For more information on how to file a claim, please refer to the “HOW TO MAKE A CLAIM” section below.

- I. **OBLIGOR:** The company obligated under this Plan in the District of Columbia and all states, except Florida, is: **Asurion Technology Services, Inc.**, who can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, 1-866-856-3882. In Florida, the company obligated under this Plan is: **Asurion Technology Services of Florida, Inc.** who can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, 1-866-856-3882.
- II. **DEFINITIONS:** Throughout this Plan, the following words have the following meanings: (1) “we,” “us” and “our” mean the company obligated under this Plan, as stated in the Obligor section of this Plan; (2) “you” and “your” mean the individual that purchased this Plan for residential purposes; (3) “administrator” means: (a) Asurion Services, LLC in the District of Columbia and all states, except Florida, and (b) Asurion Technology Warranty Services of Florida Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, or by phone at: 866-856-0211; (4) “seller” means Blue Stream Fiber, the seller of this Plan; (5) “covered products” means the item(s) listed in SECTION V.a. of this Plan that are owned by you, covered by this Plan and are customarily located at your enrolled service address; (6) “breakdown” means the mechanical or electrical failure of the covered products caused by: (i) defects in materials and/or workmanship; (ii) power surge; (iii) dust, heat or humidity; (iv) normal wear and tear; or (v) unintentional and Accidental Damage from Handling as a result of normal use (“ADH”) for portable gaming consoles, virtual reality headsets, headphones, and portable DVD/ Blu-ray players only; (7) “enrolled service address” means the physical residential location you have identified as the service address for this Plan; and (8) “replacement products” means a **NEW, REFURBISHED, OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCTS**. Technological advances may result in replacement products with a lower selling price than the original products.
- III. **INSTRUCTIONS:** This Plan, including the terms, conditions, limitations and exclusions, and your receipt or enrollment confirmation, containing the commencement date for this Plan, constitute the entire agreement between you and us. Please keep this Plan and the receipt or enrollment confirmation for future reference; you may need them to obtain service. The covered products must be in good working condition prior to your enrollment in this Plan and prior to your coverage effective date. You must follow the instructions in the owner’s manual for proper use, care, and maintenance of the covered products. Failure to follow the manufacturer’s maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered products prior to the commencement of service; repairs to your covered products may result in the deletion of such data files.
- IV. **TERM OF COVERAGE:** The term and monthly billing for this Plan begins on the date you enroll indicated on your receipt or enrollment confirmation and continues on a month-to-month basis unless cancelled. **There is an initial thirty (30) day waiting period after the Plan term begins before coverage for your covered products becomes effective and you can make a claim. COVERAGE UNDER THE PLAN BECOMES EFFECTIVE THIRTY-ONE (31) DAYS AFTER YOUR PLAN TERM BEGINS; NO COVERAGE WILL BE PROVIDED FOR YOUR COVERED PRODUCTS DURING THE INITIAL THIRTY (30) DAYS OF THE PLAN; HOWEVER, YOU MAY HAVE ACCESS TO OTHER SERVICES AND SUPPORT THROUGH THE PLAN FROM THE DATE YOUR PLAN TERM BEGINS AS INDICATED IN SECTION V BELOW.** If this Plan is cancelled after coverage becomes effective, coverage will continue for thirty (30) days after the cancellation date. In the event your covered product has an open approved claim under the Plan when this Plan is cancelled, the term of this Plan will be extended until the claim has been completed and the covered products or a replacement or reimbursement has been delivered or provided to you.
- V. **WHAT IS COVERED:** This Plan covers replacement costs or parts and labor costs to repair your covered product in the event it experiences a breakdown that is not covered under any insurance policy, warranty, or other service contract, up to the Plan Limits of Liability in SECTION IX. If your covered product experiences a breakdown, we will, at our sole discretion: (1) repair the covered products, (2) replace the covered product with a replacement product, (3) reimburse you for authorized repairs to the covered product, or (4) reimburse you in the form of a gift card, electronic payment, or check for the replacement cost of the covered product as determined by us, based on the value, age and condition of the covered product, as determined by us, immediately prior to the breakdown. Non-original parts may be used for repair of the covered product. **Please note: if your covered products are still in the manufacturer’s warranty period, service under this Plan may result in service denial from the manufacturer’s warranty.** On-site, depot, or carry-in service may be available; the administrator will inform you what type of service your covered product qualifies for when you file your claim. Coverage under this Plan also includes unlimited access to technical assistance and support for your covered product. You can access technical assistance for your covered products through 866-856-0211 during the term of this Plan. Technical assistance terms of service can be accessed at [asurion.com/pdf/advanced-tech-care-terms/](http://asurion.com/pdf/advanced-tech-care-terms/).

- a. COVERED PRODUCTS:** This Plan covers an unlimited quantity of the following products, of any size, age and any brand.
- Home routers (wired or wireless)
  - LCD, Plasma, LED, OLED or QLED televisions (collectively referred to as “television”). Televisions include coverage for the original remote control
  - Gaming systems. Gaming systems include the original remote controls
  - DVD players, Blu-Ray players and portable DVD players (collectively referred to as “DVD players”)
  - Home theater systems that include any of the following if purchased as a set: a receiver, sound bar, speakers, Blu-Ray player, amplifier, subwoofer and tuner (collectively referred to as “home theater system in a box” or “home theater systems in a box”)
  - Audio/video streaming devices
  - Virtual reality headsets
  - Headphones
  - Bluetooth and Wi-Fi enabled speakers
  - Standalone modems
- b. CARRY-IN SERVICE:** If the covered product requires service, we may instruct you to bring it to an authorized repair center for repair. Non-original parts may be used for the repair of the covered products.
- c. ON-SITE SERVICE:** If the covered products require on-site service, an adult eighteen (18) years or older must be present during the time of service. You must provide a safe, non-threatening environment for our technicians to receive on-site service. If our technicians determine that certain repairs cannot be completed where the covered products are located and must be repaired at another location, this Plan will cover standard shipping and handling costs. Covered products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the covered products reasonably accessible to the technician. We are not responsible for dismantling or reinstalling furniture or fixed infrastructures when removing or reinstalling repaired or replaced covered products into furniture or cabinetry. Non-original parts may be used for repair of the covered products.
- d. REPAIR DEPOT SERVICE:** If the covered product is not eligible for carry-in or on-site service, it may be shipped to a designated repair depot for service. We will send you a prepaid shipping label and instructions for shipping your covered product to our authorized service center. Non-original parts may be used for repair of the covered product.
- e. REPLACEMENT PRODUCTS & REIMBURSEMENTS:** If we opt to provide you a replacement product, we reserve the right to take ownership of the original covered product. We may require that you return or send pictures of the original covered product to us as a condition to receiving a replacement product or reimbursement. We will pay shipping and handling costs associated with the return of the original covered product.

**VI. HOW TO MAKE A CLAIM:** In the event your covered product experiences a breakdown while coverage is in effect, at least thirty-one (31) days after the term begins, you may file a claim by going online to [asurion.com/claims/blue-stream-fiber/](https://asurion.com/claims/blue-stream-fiber/) twenty-four (24) hours a day, seven (7) days a week or by calling 866-856-0211, 7am-11pm ET. **You must file your claim with us prior to having service for coverage to apply; all repairs or replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** If your covered products require service, a service fee for each approved claim may apply, as described in SECTION VII. We may require you to fill out a claim facilitation form, fax the completed claim form to us at 800-573-1642. You will be provided with instructions on how to send the completed claim form and/or provide a copy of your State or Federal issued photo I.D., prior to receiving service or replacement or reimbursement for the covered product. Any abuse of this Plan by you, or discovery by us of fraud or material misrepresentation made by you or with your knowledge in obtaining coverage or in the presentation of a claim including but not limited to filing a claim for a product not belonging to you, may result in claim denial or cancellation of this Plan upon immediate notice. The cost to repair or replace the covered products cannot exceed the available balance of funds under the aggregate claim limit as set forth in SECTION IX.b. All claims under this Plan must be reported to us within sixty (60) days after cancellation of this Plan.

**VII. SERVICE FEE:** In the event your covered product experiences a breakdown, you must pay a non-refundable service fee as shown in the service fee schedule below, plus applicable taxes. The service fee must be paid to us and received in advance of service being provided and may be paid with a valid debit or credit card or other electronic payment method we approve. A service fee does not apply to the repair or replacement of home routers (wired or wireless), DVD players, audio/video streaming devices, modems, original TV remote controls, or original gaming remote controls, however, the associated costs will apply toward your aggregate claim limit under SECTION IX(b).

| Covered Products/Services                                                                                      | Service Fee |
|----------------------------------------------------------------------------------------------------------------|-------------|
| Televisions, Gaming Consoles, Speakers, Home Theater Systems in a Box, Soundbars, and Virtual Reality Headsets | <b>\$99</b> |
| Audio Headphones                                                                                               | <b>\$49</b> |

**VIII. PAYMENT:** You agree to pay the monthly term fee for this Plan, which was disclosed to you at the time you enrolled in this Plan, and is also listed at the top of this Plan. The monthly term fee, plus applicable taxes, will be billed on a monthly basis on your SELLER bill or to the credit or debit card you provided when you enrolled or as updated by you before the fee is due. Non-payment by you will result in cancellation of the Plan.

**IX. PLAN LIMITS OF LIABILITY:**

- a. PER CLAIM LIMIT:** The maximum amount we will pay for any single claim on a covered product is \$2,000; our liability in the event of any single claim is the least of the cost of: (i) authorized repairs; (ii) replacement with replacement product; (iii) reimbursement for authorized repairs or

replacement; or (iv) the replacement value of the covered product, as determined by us, including sales tax, up to the aggregate claim limit of this Plan of \$2,000.

- b. AGGREGATE CLAIM LIMIT:** The maximum amount we will pay for all claims made in any twelve (12) month rolling period is \$2,000. The twelve (12) month rolling period begins on the date of your first claim.
- c. IF YOU MEET OR EXCEED THE AGGREGATE LIMIT:** In the event you reach the aggregate claim limit and any covered product requires additional repairs, we may be able to provide you with information on how to get the covered product repaired, however, we will not be responsible for any costs related to these repairs. If you make a claim and the cost to repair or replace your covered product will exceed the remaining balance of your aggregate claim limit, we will either send you a check or electronic payment for the remaining balance of your aggregate claim limit, or complete the final repair or replacement of your covered product, at our sole discretion. A covered claim will apply to your aggregate claim limit for 12 months after the claim is completed at which point that claim will roll off your account and the associated costs will be added back to your available aggregate claim limit balance. You will continue to have access to technical assistance and support for the duration of your enrollment in this Plan, regardless of your aggregate claim limit balance.
- d. IF YOU RE-ENROLL OR MAKE CHANGES TO YOUR PLAN:** If you enroll in a different plan offered by the seller for which we are the Obligor or make changes to your coverage under this Plan, the cost of any claims made under this Plan will carry forward and apply to the aggregate claim limit of the new plan. If you terminate this Plan and re-enroll at a later date, the cost of any claims made under this Plan within twelve (12) months of your re-enrollment date will remain on your account and apply to the aggregate claim limit when you re-enroll.

**X. REGISTRATION:** Registration of this Plan is not required.

**XI. EXCLUSIONS:** This Plan does not cover the following:

- a. Consequential, incidental, or indirect damages or losses, including but not limited to: loss of use, loss of business, loss of profits, loss of data, down-time, and charges for time and effort;**
- b. Pre-existing conditions at the time of your enrollment in this Plan or breakdowns prior to your coverage effective date under this Plan;**
- c. Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered product, including but not limited to: appearance parts, decorative finishing, finish defects, nonfunctional plastic, trim, attachments, and accessories (except as otherwise stated herein);**
- d. Breakdown resulting from: improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel;**
- e. Breakdown due to any design flaw or systemic manufacturing defect, or breakdown covered by a manufacturer's warranty or manufacturer's recall in effect at the time of the failure;**
- f. Breakdown caused by acts of God or other disaster (whether natural, man-made, local or catastrophic), abuse, acts of war, civil disorders, corrosion, dirt, mold, earthquake, fire, hail, insects or other animals, liquid immersion, malicious mischief, misuse, negligence, nuclear accident, riot, rust, sand, smoke, storm, terrorist attack, vandalism, and wind;**
- g. Costs associated with installation or uninstallation of any covered products with the exception of the costs that are directly associated with the services provided under this Plan;**
- h. Products that are not owned by you, or leased and rented products, or products that are not customarily located in your enrolled service address;**
- i. Breakdown that occurs either while the covered products are in storage or in the course of transit, delivery, or redelivery, other than when located at our designated repair location;**
- j. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups, minor adjustments and settings outlined in the owner's manual that the user can perform, or costs related to any service request which results in customer education or no problem found;**
- k. Covered products whose serial number has been altered or removed;**
- l. Theft or loss of the covered products;**
- m. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance, or use of the products;**
- n. Special needs accessories including, but not limited to: handset boosters and visual ring indicators;**
- o. Parts intended for periodic replacement including, but not limited to: batteries (excluding one annual laptop battery), bulbs, external power supplies, styluses, antennas, cartridges;**
- p. Covered products located outside the United States;**
- q. Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;**
- r. Support or repairs to software, loss or damage to software due to any cause, including but not limited to: computer virus, worm, Trojan programs, adware, spyware, firmware or any other software program;**
- s. Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;**
- t. PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software;**

- u. **Interior and exterior pipes or plumbing;**
- v. **Custom-built and assembled products.**

**XII. RENEWAL:** This Plan renews on a month-to-month basis unless cancelled.

**XIII. TRANSFER:** This Plan is not transferable.

**XIV. CANCELLATION:** This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason by notifying the administrator at P.O. Box 1340, Sterling, VA, 20167, or by calling 561-320-8282. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If you fail to pay any monthly fee due under this Plan, this Plan will be cancelled immediately without notice. If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of the monthly Plan payment made by you under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee less the cost of any claims that have been paid or repairs that have been made. In Texas, and any other jurisdiction(s) required by law, any refund owed and not paid or credited within thirty (30) days of cancellation will include a 10% penalty per month. Upon any cancellation by you, us, or the administrator, after the coverage effective date, you will have coverage provided at no cost for an additional thirty (30) days after the date of cancellation of this Plan. All claims under this Plan must be reported to us within sixty (60) days after cancellation of the Plan.

**XV. INSURANCE SECURING THIS PLAN:** This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Allianz Global Risks US Insurance Company, 225 W. Washington Street, Suite 1800, Chicago, IL 60606 in the following jurisdictions: Texas and Florida and all other jurisdictions as required by law. If you have filed a claim under this Plan and we fail to pay or provide service within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Allianz Global Risks US Insurance Company directly at 1-800-831-4262 to report your claim.

**XVI. CHANGES TO THE PLAN:** WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, ADMINISTRATION OF THE PLAN, OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED IN A SEPARATE MAILING OR EMAIL, OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.

**XVII. LIMITATION OF LIABILITY:** IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR, OR SELLER BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF, OR CONNECTED TO, THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF COVERED PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE, OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS.

**XVIII. FORCE MAJEURE:** We are not responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement, civil or military authority, acts of God, or other similar causes beyond our control.

**XIX. NON-WAIVER:** Our failure in any circumstance to require strict compliance with any term or condition in this Plan will not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition in this Plan.

**XX. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT: Please read this section carefully. It affects your rights.** For the purposes of this Arbitration or Small Claims Court Agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above); and (2) the seller (as defined above) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at 1-866-856-3882. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

**1. THIS A.A.:**

- a. Survives termination of this Plan.
- b. Is governed by the Federal Arbitration Act.
- c. Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
- d. Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
- e. Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.

## 2. ARBITRATION PROCESS:

### a. How to start arbitration.

- Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37122-0656.
- Describe the dispute and relief sought in the Notice.
- If the dispute is not resolved within thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879.

### b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.

### c. Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

## 3. FEES:

### a. In most cases we will pay all filing, administration, and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.

### b. We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.

## 4. ARBITRATION DECISION:

### a. You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.

### b. If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.

- We will pay you the greater of the damages or \$7,500.
- We will also pay your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.

### c. We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.

### d. If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

**YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. is null and void.

## XXI. STATE CHANGES: IF YOU RESIDE IN ONE OF THE FOLLOWING STATES, THESE PROVISIONS APPLY TO YOU:

**FLORIDA RESIDENTS:** The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**TEXAS RESIDENTS:** If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to us. Texas license number: 116.

Administered by:

Asurion Services, LLC

Asurion Technology Services of Florida, Inc.

P.O. Box 1340 • Sterling, VA 20167-1340

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**Customer Name:** \_\_\_\_\_

**Customer Address:** \_\_\_\_\_