

TERMS AND CONDITIONS

This Contract, including the terms, conditions, limitations, exceptions and exclusions, and the Declaration Page, constitute the entire agreement between Polaris Sales, Inc. and You (the purchaser) and no representation, promise or condition not contained herein shall modify these items; except as required by law. This Contract is not an insurance policy or a Limited Warranty. The purchase of this Contract is not required to obtain financing or to purchase or lease a Vehicle. This Contract is not valid for any vehicles or equipment that is NOT sold by Dealers (as defined).

DEFINITIONS: the following capitalized words have the stated meaning:

- **“We”, “Us”, “Our”, “Obligor”, “Provider”, “Administrator”:** the party obligated to provide and administer service under this Service Contract, Polaris Sales Inc., 2100 Highway 55, Medina, MN 55340, TOLL-FREE 1-877-472-1372.
- **“Dealer”:** the authorized Polaris/Victory/Indian/Slingshot/GEM motor Vehicle dealership that this Contract and the covered Vehicle were purchased from.
- **“You”, “Your”:** the purchaser of this Contract and Vehicle that is to receive coverage under this Contract.
- **“Service Contract”, “Contract”:** this Polaris Protection Plan that has been purchased for the Vehicle indicated on the Declaration Page.
- **“Declaration Page”:** the numbered document issued to You by the Dealer which must be attached to this Contract, and lists important information regarding You, the covered Vehicle, the Contract terms, conditions, and other vital information. THIS CONTRACT IS NOT VALID WITHOUT AN EXECUTED DECLARATION PAGE.
- **“Covered Part(s)”:** the specific item(s) listed in the “SCHEDULE OF COVERAGES” section of this Contract, as applicable to the Plan that has been purchased and indicated on the Declaration Page.
- **“Mechanical Breakdown”:** the failure of a Covered Part during normal service due to defects in material or workmanship that results in the inability to perform the function for which it was designed, solely because of its condition and not because of the action or inaction of any NON-Covered Part. THIS DOES NOT INCLUDE the gradual reduction in operating performance caused by normal wear and tear.
- **“Claim”:** a demand for payment in accordance with this Contract sent by (or on behalf of) You.
- **“Service Fee”:** the amount You are required to pay, per Claim, for services covered under this Contract (if no Service Fee amount is shown, then Your required Service Fee is \$50). The Service Fee is not applicable to a claim filed by a Quebec purchaser of a motorcycle adapted for transportation on public highways.
- **“Commercial Use”:** any motor Vehicle or equipment; regardless of registration type, that is used solely or partially for the generation of income or farm use. VEHICLES CONSIDERED AS “COMMERCIAL USE” ARE NOT COVERED UNLESS THE SURCHARGE IS SELECTED ON THE DECLARATION PAGE.
- **“In-Service Date”:** the date in which the Vehicle was first put into service when it was new, or if the Vehicle is new but has never been put into service, the date in which the Vehicle was purchased. This is also known as the “Manufacturer’s Warranty start date” for the Vehicle. If the In-Service Date is unavailable or is not indicated on the Declaration Page, then the In-Service Date will be July 1st of the model year of the Vehicle.
- **“Plan”:** the coverage level and Term elected and purchased by You that is indicated on the Declaration Page.
- **“Authorized Servicer”:** the repair facility that has been authorized by Us to perform repair services covered under this Contract for a Claim.
- **“Vehicle”:** the eligible Victory Motorcycles, Indian Motorcycle, GEM, Polaris ATV, Ranger, RZR, LEV, General, Pro XD, Slingshot or Snowmobile described in this Contract. The Vehicle is considered to be “new” if it was fully covered under the Manufacturer’s new vehicle Warranty on the date on which this Contract was purchased. The Vehicle is considered to be “pre-owned” if it was NOT covered under the original Manufacturer’s new vehicle Warranty on the Contract purchase date.
- **“Limited Warranty”:** coverage given free of charge to a consumer. This Contract is NOT a Limited Warranty.
- **“Manufacturer’s Warranty”:** coverage provided to You by Your Vehicle’s manufacturer.
- **“Polaris Warranty Claim Number”:** the reference number obtained from Your Dealer once Your claim has been approved by Us.

Contract Term, Term: Coverage under this Contract will commence on the Coverage Start Date and conclude on the earlier of the (1) Coverage Expiration Date stated on the Information Page or (2) the date when the Limit of Liability is reached.

WHAT IS COVERED – IN GENERAL: In accordance with the Term described above, in the event of a covered Mechanical Breakdown, this Contract covers the costs for labour and materials that are required to repair or replace a Covered Part on Your Vehicle. Coverage described in this Contract will not replace or provide duplicative benefits during any active Manufacturer’s Warranty period. During such period, anything covered under that Manufacturer’s Warranty will not be considered under this Contract. THIS CONTRACT DOES NOT REPLACE THE MANUFACTURER’S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER’S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER’S WARRANTY ARE NOT COVERED UNDER THIS CONTRACT. Please see the “SCHEDULE OF COVERAGES” section for a detailed list of Covered Parts and to determine the coverages applicable to Your Plan. All Covered Parts must be functioning properly at the time of the sale of this Contract. Parts used to repair Your Vehicle may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Covered Part.

ADDITIONAL BENEFITS: The following benefits are included in all Plans and start on the Contract Purchase Date and run until the end of the Term:

1. **Rental** – In the event of a Mechanical Breakdown, We will reimburse You for actual expenses incurred for substitute transportation at a maximum daily rental rate of twenty dollars (\$20) per day, not to exceed a total of six (6) days. One (1) day’s rental shall be allowed for each eight (8) hours, or portion thereof, of labour hours required as listed in rates established by the Vehicle manufacturer for use in Polaris-licensed repair facilities.
2. **Pickup/Towing** – In the event of a Mechanical Breakdown, We will reimburse You for reasonable pickup (towing) charges, not to exceed fifty dollars (\$50), which You incur to have Your Vehicle picked up and taken to an Authorized Servicer. (To file a Claim for this benefit, submit all towing and rental receipts to the Dealer or Authorized Servicer that is working on Your Vehicle. All reimbursements will be authorized with the Vehicle repair and issued to the Dealer or Authorized Servicer for reimbursement to You.)
3. **Trip Interruption** – In the event of a Qualifying Incident, We will reimburse You up to a maximum of \$100 per day for Qualifying Expenses for up to three (3) days immediately following the incident; not to exceed a maximum of \$300 dollars per Qualifying Incident. For the purpose of this provision, “Qualifying Incident” means a Mechanical Breakdown that occurs more than 320 km from Your address of record that results in the inability for the Vehicle to be operated; and “Qualifying Expenses” mean expenses incurred for meals, rental vehicle or other means of transportation, and lodging during a Qualifying Incident. Expenses/costs for ANYTHING OTHER THAN that which are specifically included in the definition of “Qualifying Expenses” are excluded. The maximum amount that could ever be paid under this benefit under this Contract is \$1,000. To file a Claim for this benefit, submit a Claim Form to Polaris Sales Inc, Attention: Financial Products Manager, 2100 Highway 55, Medina, MN 55340, within 14 days of Your Qualifying Incident. The Claim Form can be found on <http://www.protectmypolaris.com/> or You can request one from your Authorized Servicer.

SERVICE FEE: You must pay the Service Fee amount shown on Your Declarations Page for covered services under this Contract. (if no Service Fee amount is shown, Your Service Fee is \$50).

HOW TO FILE A CLAIM: In order for a Claim to be covered, it must be approved by Us in accordance with the terms and conditions of this Contract. The submission of a Claim does not automatically mean that the Mechanical Breakdown of the Vehicle is covered under this Contract.

1. Take all reasonable precautions to protect the Vehicle from further damage in order to prevent additional cost or repairs. This Contract will not cover damage caused by failing to secure a timely repair.
2. See your selling Dealer, or Contact Us at 1-877-472-1372 for a list of approved Dealers and Authorized Servicers near You.
3. Transport the Vehicle to a Dealer or an Authorized Servicer for diagnosis. We reserve the right to require an inspection of the Vehicle prior to any repair or service considered under this Contract being performed.
4. Tear-Down and/or Inspection of the Vehicle – in some cases, You may need to provide approval to the Dealer or Authorized Servicer for the inspection and/or tear-down of Your Vehicle in order to properly diagnose the problem and cost of repairs. In the event this is required, You are responsible for such charges IF THE PROBLEM IS DETERMINED TO BE NOT COVERED UNDER THIS CONTRACT.
5. Emergency Repairs – contact Administrator following your emergency repair during normal business hours (M-F, 7:00 AM to 7:00 PM CST) – All repairs are subject to claims approval process as stated above.

In the event the Contract Term expires during the time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the Terms and Conditions of the Contract.

LIMIT OF LIABILITY: The total of all Claims paid during the term of the Contract shall not exceed the price You paid for the Vehicle as stated in the Declarations Page of this Contract under Vehicle Sales Price.

IN ADDITION TO WHAT IS OUTLINED ABOVE, WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE; FINES; OR LOST PRODUCTION, TIME, CONTRACTS OR INCOME; RESULTING FROM DELAYS IN SERVICE, THE INABILITY TO RENDER SERVICE, THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS; OR RESULTING DURING THE PERIOD IN WHICH THE COVERED PRODUCT IS AT OUR AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS/SERVICE; OR RESULTING FROM THE FAILURE OF THE COVERED VEHICLE; OR RESULTING FROM A PRE-EXISTING CONDITION KNOWN TO YOU; OR RESULTING FROM ANY INHERENT PRODUCT FLAWS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TERRITORY: The benefits provided under this Contract are only available for charges and expenses incurred within the United States and Canada.

SUBROGATION: In the event that coverage is provided under this Contract, We shall be subrogated to all the rights You may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do whatever is reasonably necessary to secure such rights (without prejudice to Your own legal rights and privileges). You shall do nothing to prejudice these rights. Further, all amounts recovered by You for which You have received benefits under this Contract shall belong to, and be paid to Us, up to the amount of benefits paid under this Contract. We shall only recover the excess after You are fully compensated for Your loss.

RENEWAL: This contract is not renewable, unless We, in Our discretion, offer for You to renew or extend this Contract at the expiration of the Coverage Term. If We offer to renew this Contract, the renewal term and price quoted will reflect the then-current rates at the time of the renewal.

SCHEDULE OF COVERAGES

ON-ROAD VEHICLES

<u>PLAN SELECTION</u>	<u>COMPONENT GROUPS</u>
POLARIS POWER PROTECTION	1-3
POLARIS TOTAL PROTECTION	4

1. **Engine Assembly** – Engine block, cases, cylinders, heads, covers and all internal engine components, seals and gaskets (when damaged by an internally lubricated part), exhaust manifold, head pipe, water pump, oil pump, throttle body adapters, turbochargers and turbo dump valve installed by manufacturer.
2. **Transmission Assembly** - Transmission case and all internal transmission components, seals and gaskets (when damaged by an internally lubricated part); clutch cover; and shifter assembly (clutch friction discs, steel discs, throw-out bearing, and clutch springs are excluded).
3. **Engine Management Fuel & Electrical** – Carburetor, Throttle Bodies, Injectors, Fuel Rail, Fuel Pump, Stator/Alternator/Flywheel, Voltage Regulator, Capacitor, Coils, Idle Air Control (IAC), engine ECU, Engine Wiring Harnesses, Engine management sensors that provide an input to the ECU (excluding oxygen sensors).
4. **POLARIS TOTAL PROTECTION** covers all parts of the Vehicle except for the following items:
 - a. Parts listed under the Exclusions from Coverage Section of this Contract; and
 - b. Parts covered under a Manufacturer’s Warranty, special policy, or recalls.

OFF-ROAD VEHICLES

<u>PLAN SELECTION</u>	<u>COMPONENT GROUPS</u>
POLARIS POWER PROTECTION	1-3
POLARIS TOTAL PROTECTION	4

1. **Engine Assembly** – Engine block, cases, cylinders, heads, covers and all internal engine components, seals and gaskets (when damaged by an internally lubricated part), exhaust manifold, head pipe, water pump, oil pump, throttle body adapters, turbochargers and turbo dump valve installed by manufacturer.
2. **Transmission Assembly** – Transmission case and all internal transmission components, seals and gaskets (when damaged by an internally lubricated part); and shifter assembly (clutch friction discs, steel discs, throw-out bearing, and clutch springs are excluded).
3. **Engine Management Fuel & Electrical** – Carburetor, Throttle Bodies, Injectors, Fuel Rail, Fuel Pump, Stator/Alternator/Flywheel, Voltage Regulator, Capacitor, Coils, Idle Air Control (IAC), engine ECU, Engine Wiring Harnesses, Engine management sensors that provide an input to the ECU (excluding oxygen sensors).
4. **POLARIS TOTAL PROTECTION** covers all parts of the Vehicle except for the following items:
 - a. Parts listed under the Exclusions from Coverage Section of this Contract; and
 - b. Parts covered under the Manufacturer’s Warranty, special policy, or recalls.

SNOWMOBILE VEHICLES

PLAN SELECTION

POLARIS POWER PROTECTION
POLARIS TOTAL PROTECTION

COMPONENT GROUPS

1-3
4

1. **Engine Assembly** – Engine block, cases, cylinders, heads, covers and all internal engine components, seals and gaskets (when damaged by an internally lubricated part), exhaust manifold, head pipe, water pump, oil pump, throttle body adapters, turbochargers and turbo dump valve installed by manufacturer.
2. **Chaincase** – Chaincase and all internal components, seals and gaskets (when damaged by an internally lubricated part), and belt drive sprockets.
3. **Engine Management Fuel & Electrical** – Carburetor, Throttle Bodies, Injectors, Fuel Rail, Fuel Pump, Stator/Alternator/Flywheel, Voltage Regulator, Capacitor, Coils, Idle Air Control (IAC), engine ECU, Engine Wiring Harnesses, Engine management sensors that provide an input to the ECU (excluding oxygen sensors).
4. **POLARIS TOTAL PROTECTION** covers all parts of the Vehicle except for the following items:
 - a. Parts listed under the Exclusions from Coverage Section of this Contract; and
 - b. Parts covered under the Manufacturer's Warranty, special policy, or recalls.

ELECTRIC VEHICLES

PLAN SELECTION

POLARIS POWER PROTECTION
POLARIS TOTAL PROTECTION

COMPONENT GROUPS

1
2

1. **Electric Powertrain** – Gearcase and related internal parts, Primary Belt Drive, HV Power Harness, Universal joints, Electric Motor, Motor Controller / Inverter unit (MCU), Vehicle Control Modules, DC/DC converter, Onboard charger (s), High Voltage Harness and Onboard charger port.
2. **POLARIS TOTAL PROTECTION** covers all parts of the Vehicle except for the following items:
 - a. Parts listed under the Exclusions from Coverage Section of this Contract; and
 - b. Parts covered under the Manufacturer's Warranty, special policy, or recalls.
 - c. This Contract excludes the high-voltage traction battery pack and assembly. This Contract excludes the expected reduction in range or capacity that the high-voltage traction battery pack may experience as a result of time and usage. Please refer to the Owner's Manual for information on the high-voltage traction battery pack Limited Warranty.

ACCESSORIES

PLAN SELECTION

POLARIS POWER / TOTAL PROTECTION

COMPONENT GROUPS

1

1. **Motorized** – Polaris-engineered accessories are covered for the term of this Contract under the Mechanical Breakdown DEFINITION. Coverage does not include PTO attachments, illumination components, audio, cosmetics, dents, scratches, rust or discolouration of any kind, Coverage subject to standard Service Fee to file a Claim.

Consumer's Right to Cancel

Applicable to purchasers in Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, and Newfoundland and Labrador:

You may cancel this Contract from the day You enter into the Contract until 10 days after You receive a copy of the Contract. You do not need a reason to cancel. If You do not receive the goods or services within 30 days of the date stated in the Contract, You may cancel this Contract within one year of the Contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, You may contact your provincial/territorial consumer affairs office. If You cancel this Contract, the seller has 15 days to refund Your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, You must give notice of cancellation at the address in this Contract. You must give notice of cancellation by a method that will allow You to prove that you gave notice, including registered mail, fax or by personal delivery.

Cancellation:

You may also cancel this Contract at any other time by informing Us of Your cancellation request. The following cancellation provisions apply to the original purchaser of this Contract only. For the purpose of this provision, "Pro-Rata" means the calculation method We will use when determining any due refund to You; which is as follows: the number of days the Contract has been in force, OR the number of miles the Vehicle has accumulated based on the "Term Months" shown on the Declaration Page and Contract Term; whichever is GREATER. All refunds will be issued by the Dealer who sold You this Contract. In the event the Dealer is not currently doing business, contact the Administrator.

1. If Your cancellation request is within 60 days of the Coverage Start Date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us. If Your refund is not paid or credited within 60 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
2. If Your cancellation request is made after 60 days immediately following the Coverage Start date, You will receive a Pro-Rata refund of the Contract purchase price paid by You less a cancellation fee of twenty-five dollars (\$25) or 10% of the Contract purchase price paid by You; whichever is less, and minus any Claims paid by Us. In no event will any cancellation fee exceed

twenty-five dollars (\$25).

3. We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by You; (B) material misrepresentation by You or fraud; or (C) substantial breach of duties under this Contract by You in relation to the covered Vehicle or its use.

If We cancel this Contract, We will provide written notice to You at least 30 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, any due refund will be considered based upon the same criteria as outlined in items "1" and "2" above.

If the Vehicle and this Contract have been financed, the lienholder shown on the Declaration Page may cancel this Contract for non-payment or if the Vehicle is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this Contract to the Lienholder or otherwise entitle the Lienholder to performance under this Contract. In the event there is an approved, but incomplete, Claim during a cancellation event, such Claim will still be honoured and fulfilled in accordance with the terms and conditions of this Contract.

TRANSFERABILITY: This Contract is transferable to a subsequent buyer of the Vehicle during the Contract Term period. Actual transfer of the Vehicle registration and performance of inspection must be done by a Dealer (as defined). The transfer must be completed within thirty (30) days of ownership change. At the time of transfer of registration, You will need to provide all required maintenance receipts and/or properly completed maintenance log to the subsequent buyer. This Contract can be transferred without limit.

WHAT IS NOT COVERED (EXCLUSIONS): AS RELATED AND APPLICABLE TO THE COVERED VEHICLE, THIS CONTRACT DOES NOT COVER ANY MECHANICAL BREAKDOWN, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

1. The performance of normal maintenance services.
2. Repair costs or expenses reported or made after the expiration of the Term of this Contract or made without prior authorization of the Administrator; or for repairs to parts of the Vehicle not specifically indicated under the schedule of coverages section of this Contract.
3. Mechanical Breakdowns occurring outside of the United States of America, its territories, or Canada.
4. Repair costs or expenses if the Vehicle has been used for commercial purposes unless the Commercial Use surcharge has been selected and paid for; for repair costs or expenses if the Vehicle has been used for racing, or any form of competitive use, rental, misuse, competition, or demonstration; any damage from towing over manufacturer's listed towing capacity.
5. Repair costs or expenses if You cannot provide to the Administrator accurate records proving that You have maintained the Vehicle in accordance with the manufacturer's specifications and instructions.
6. Repair costs or expenses if the repair is covered by the Manufacturer's Warranty; recall by the manufacturer; manufacturer's special policy; any other Contract; written warranty or any valid collectible insurance policy (regardless of whether or not the guarantor is doing business as an on-going enterprise). Additional upgrades are not covered.
7. Any repair costs or expenses if the Vehicle has had mechanical alterations made by You not using genuine manufacturer parts or accessories installed by a Dealer or Authorized Servicer (as defined).
8. Repair costs or expenses if the Vehicle has been abused or neglected; or any part of it has been subject to accident or for any loss or damage resulting from: road hazards, collision, falling objects, fire, theft, explosion, lightning, earthquake, windstorm water, submersion; repairs to paint or bodywork; vandalism, civil commotion, or if the Vehicle is a total loss, has been repossessed or is the subject of a repossession action, or from any other cause whatsoever, except as outlined in this Contract.
9. Liabilities for damage to property or for injury to or death of any person arising out of the operation, repair, maintenance or use of the Vehicle; regardless of whether or not such is related to any Covered Part; or for consequential losses or damage.
10. Repairs due to wear or to any part that has not suffered a Mechanical Breakdown, or if the wear on the part has not exceeded the published field tolerance allowed by the manufacturer, or the repair costs not necessary to correct a Mechanical Breakdown, or the damages or any loss resulting from faulty or negligent repair work or from the installation of defective parts; for bent or damaged components caused by impact or using the Vehicle beyond intended application.
11. Any of the following items: adjustments, alignments, rattles, tune up, charges for shop supplies, freight charges or hazardous waste removal and storage.
12. Water, dirt, mud, snow, ingestion (regardless of cause), freezing or ice damage, clogged filters, damage related to oil or any filters not recommended by the manufacturer, damage caused by lean mixtures, detonation, pre-ignition, carbon, coking or sludge, contamination (meaning, the unintended presence or introduction of contaminants), corrosion, rust, exhaust blueing, exhaust rust, exhaust chrome or paint, leaking fork or shock seals, loss of shock nitrogen, electrolysis, reverse polarity, loosening or stripping of external fasteners or bolts, or for Mechanical Breakdowns caused by overheating of any Covered Part or NON-covered part, failures due to not maintaining proper levels of coolants or lubricants; or damage resulting from continued operation in a failed condition; or for repair costs when the purpose is to raise compression or correct oil consumption which includes, but is not limited to: worn rings; worn, tuliped, dished, stuck, carboned or burned valves; and cracked, torn or punctured CV boots.
13. Any of the following parts: Electrical – high voltage traction batteries, 12- volt batteries, battery cables, fuses, audio speakers (Unless Factory Installed) or other audio components such as amplifiers or radios (unless factory installed) and any components used for illumination; Cosmetics & Appearance – paint, chrome, moldings, trim, glass, upholstery, windshields, and body panels; Suspension – suspension bushings; Powertrain – fluids, filters, hoses, exhaust muffler, silencer, catalytic converters, emissions components, spark plugs and wires, and oxygen sensors; Driveline – brake rotors, brake pads, tires, tubes, spokes, chains, belts, primary or secondary pulleys, manual clutch plates, discs, throw-out bearing, PVT drive clutch weights, pins, rollers, bushings, and springs.
14. Repairs due to damage caused by a pre-existing condition, that You knew about at the time of the Vehicle's purchase .
15. Any Loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

ARBITRATION: READ THE FOLLOWING ARBITRATION PROVISION (“Provision”) CAREFULLY. IT LIMITS CERTAIN RIGHTS OF YOURS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION. As used in this Provision “You” and “Your” mean the purchaser of this Contract, and all of his/her heirs, survivors, assigns and representatives. “We” and “Us” shall mean the Polaris Sales Inc. identified above and shall be deemed to include all of its agents. Any and all Claims, disputes, or controversies of any nature whatsoever (whether in Contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable Claims) arising out of, relating to, or in connection with (1) this Contract or any prior Contract, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Contract, shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association (“AAA”) in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms and conditions of this Provision shall control any inconsistency between the AAA’s Rules and this Provision. You may obtain a copy of the AAA’s Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by Us within the province or territory in which this Contract was purchased. If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be amended or construed to permit arbitration on behalf of any individual other than You. This Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Contract. You agree that any arbitration proceeding will only consider Your Claims, Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. You and We Understand and agree that because of this Provision neither You nor Us will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any Claim. The Provision does not apply to residents of Quebec.

SPECIAL DISCLOSURES: Regulation of consumer contracts may vary across jurisdictions. Any provision within this Contract that conflicts with the laws of Your province or territory shall automatically be considered to be modified in conformity with the applicable provincial or territorial laws and regulations as set forth below. Applicability is based on the province or territory in which You purchased the Contract and supersede any other provision within this Contract document to the contrary.

PERSONAL INFORMATION: Personal information, which includes information about an identifiable individual collected in connection with the Contract (“Personal Information”), will be collected, used and disclosed by Us for the purposes of administering the Contract, (including investigating, assessing and processing claims, creating and maintaining records, communicating with you), providing customer service, and as otherwise disclosed in our privacy policy, as such may be amended from time to time and which may be viewed at: <https://www.polaris.com/en-us/privacy/> . We may exchange, use, and disclose Personal Information as reasonably necessary for the purposes described above, and to fulfill the terms of this Contract, and Personal Information may also be used and disclosed for other purposes with your consent or as permitted or required by law.

By signing the Contract, You confirm that You have not declined to have your Personal Information collected, used or disclosed for the above purposes and have been provided a reasonable opportunity to do so.

For more information or to request access to and correction of Your Personal Information, please contact Us in writing. You may also obtain a copy of Our privacy policy at <https://www.protectmypolaris.com/privacy>.

ENGLISH LANGUAGE: This Agreement and all related documents have been drawn up in the English language at the express wish of the parties. Le présent contrat et tous les documents reliés ont été rédigés en langue anglaise à la demande expresse des parties.

Applicable to purchasers in Quebec.

NOTICE CONCERNING THE LEGAL WARRANTY

The law provides a warranty on the goods you purchase or lease: they must be usable for normal use for a reasonable length of time.

The merchant is required to read you the above text

The Quebec Consumer Protection Act gives a warranty on all goods you purchase or lease from a merchant.

The goods must be usable

- for the purposes for which they are ordinarily used (section 37 of the Act) and
- in normal use for a reasonable length of time, which may vary according to the price paid, the terms of the contract and the conditions of use (section 38 of the Act).

For more information on this legal warranty, go to the website of the Office de la protection du consommateur at www.opc.gouv.qc.ca.