

## CUSTOMER AUTHORIZATION AGREEMENT

This Authorization Agreement (the "Agreement") is entered into as of website signup date (the "Effective Date"), by and between customer, residing at address provided (hereinafter referred to as the "Customer"), and Signature Profit LLC DBA Warranty Valet, a limited liability company organized and existing under the laws of the State of Texas, with its principal place of business located at 14425 Falcon Head Blvd E-100, Austin, TX 78738, USA (hereinafter referred to as "Warranty Valet").

WITNESSETH:

WHEREAS, the Customer has entered into transactions resulting in the purchase of goods or services provided with warranties issued by manufacturers or sellers (collectively, the "Warranties");

WHEREAS, the Customer desires to designate and appoint Warranty Valet as their true and lawful attorney-in-fact and agent, with full power and authority to act on their behalf in the capacity as described herein, for the purposes of managing, negotiating, and executing claims under the said Warranties;

NOW, THEREFORE, for and in consideration of the mutual covenants and premises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

### **Article 1: Authorization and Representation**

**1.1 Grant of Authority.** The Customer hereby irrevocably designates, makes, constitutes, and appoints Warranty Valet as Customer's true and lawful attorney-in-fact and agent with full power

of substitution and resubstitution, in Customer's name, place, and stead, in any and all capacities, to act as the exclusive representative of the Customer for the primary purpose of managing, negotiating, and fulfilling claims arising under the applicable manufacturers' or sellers' warranties (hereinafter, the "Warranty"). This designation is inclusive of, but not limited to, the authority to initiate, communicate, and engage in negotiations with manufacturers, sellers, or any relevant third parties concerning the Warranty; and to take all necessary and appropriate lawful actions that Warranty Valet, in its sole discretion, deems advisable in order to manage, negotiate, and resolve Warranty claims.

**1.2 Scope of Authority.** The Customer understands and agrees that the powers conferred by this Agreement are provided for the purpose of enabling Warranty Valet to act as the Customer's exclusive representative in respect to the Warranty and includes the authority to:

- a) Lodge and pursue claims under the Warranty, including but not limited to, preparing, signing, and delivering documents, notices, and other requisite communications;
- b) Receive, endorse, and deposit checks and other instruments payable to the Customer arising from claims under the Warranty;
- c) Engage in correspondence, communications, and personal interactions with any parties involved in the Warranty claims, including, but not limited to, manufacturers, sellers, service providers, and legal representatives;
- d) Make decisions regarding the settlement, compromise, or resolution of Warranty claims, subject to prior written approval by the Customer for any settlements exceeding a value specified by the Customer;

e) Access the Customer's records and information pertinent to the Warranty claims as necessary to effectively represent the Customer.

## **Article 2: Compliance with Consumer Protection Laws**

**2.1 Representation and Warranty of Compliance.** Warranty Valet hereby represents and warrants to the Customer that it shall conduct its operations and fulfill its obligations under this Agreement in strict compliance with all applicable federal, state, and local laws, statutes, regulations, and ordinances pertaining to consumer protection, including but not limited to, the Federal Trade Commission Act, the Magnuson-Moss Warranty Act, the Consumer Product Safety Act, and all other relevant consumer rights legislation (collectively, "Consumer Protection Laws").

**2.2 Licensing and Registration.** Warranty Valet affirms that it possesses, and shall continue to maintain in full force and effect, all licenses, permits, authorizations, registrations, and certifications (collectively, "Licenses") required by applicable law to conduct its business and carry out the services contemplated under this Agreement. Warranty Valet shall provide copies of such Licenses to the Customer upon request and shall promptly notify the Customer of any changes to its licensing status that may affect its ability to lawfully act under this Agreement.

## **Article 3: Term and Termination**

**3.1 Effective Date and Duration.** This Agreement shall take effect on the Effective Date and shall remain in force indefinitely unless terminated in accordance with the provisions set forth herein. The term "Effective Date" shall refer to the date on which this Agreement is executed by both parties, as indicated by the date signatures below.

**3.2 Termination by Notice.** Either party may terminate this Agreement without cause by providing the other party with thirty (30) days prior written notice. The notice of termination must be in writing and shall be deemed delivered on the date it is received by the other party, as evidenced by a written acknowledgement, receipt, or other form of verifiable delivery.

**3.3 Termination for Breach.** In addition to termination by notice, either party may immediately terminate this Agreement upon written notice to the other party in the event of a breach of any material provision of this Agreement by the other party. The non-breaching party shall provide the breaching party with a written notice detailing the nature of the breach and affording the breaching party an opportunity to cure such breach within a period of ten (10) days from the date of the notice. If the breach remains uncured at the expiration of such period, the Agreement shall automatically terminate.

**3.4 Consequences of Termination.** Upon termination of this Agreement for any reason, all rights and obligations of the parties under this Agreement shall cease, except that any obligations that have accrued prior to the effective date of termination shall survive and continue to be enforceable. Notwithstanding the foregoing, the provisions concerning indemnification, confidentiality, and any other provisions which by their nature should survive termination, shall survive the termination of this Agreement for any reason.

#### **Article 4: Governing Law**

**4.1 Jurisdiction and Venue.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of its choice of law principles. The parties consent to the exclusive jurisdiction and venue in the federal and state courts located in Travis County, Texas,

for any litigation which may arise out of or be related to this Agreement. The parties waive any argument that any such court does not have jurisdiction over such dispute or that venue in such courts is not appropriate or convenient.

**4.2 Choice of Law.** The parties expressly agree that this Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. This choice of law provision is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section.

**4.3 Waiver of Jury Trial.** EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE RELATIONSHIPS THAT RESULT FROM THIS AGREEMENT, OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims, and all other common law and statutory claims.

## **Article 5: Miscellaneous**

**5.1 Amendments.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

**5.2 Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term

or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**5.3 Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, nor shall such waiver be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver.

**5.4 Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

**5.5 Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein, superseding all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

**5.6 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Authorization Agreement as of the date first above written.

[Customer's Signature] \_\_\_\_\_ Date: \_\_\_\_\_

[Warranty Valet Representative's Signature] \_\_\_\_\_ Date: \_\_\_\_\_