



Client Service Agreement

Warranty audit, registration, and transfer-request services - Arizona

TRANSACTION RECORD

This Agreement applies to the buyer and property identified in WarrantyShift Transaction Record [**AGREEMENT ID**], created from the inspection submission and intake form and included with the buyer's signing package. That record is incorporated into this Agreement. The buyer may request a copy at any time.

IMPORTANT

WarrantyShift provides research, administrative communication, and reporting only. It does not issue, sell, insure, administer, or guarantee a warranty; perform repairs; or decide whether manufacturer coverage exists. Do not sign unless the Transaction Record is accurate.

1. Engagement and Services

The buyer identified in the Transaction Record (the **Client**) retains WarrantyShift, Inc. (**WarrantyShift**) for the following limited services:

- **Pre-closing:** review the inspection submission and other reasonably available records; identify reported appliances and systems; summarize potentially applicable manufacturer terms; and issue a preliminary Warranty Passport.
- **Post-closing:** after Client provides proof of ownership and required information, contact manufacturers, request status information, submit permitted registrations or no-cost transfer requests, make up to two reasonable follow-ups per item, and issue updated and final Warranty Passports.

WarrantyShift normally begins post-closing outreach within seven business days after activation. Unless otherwise agreed in writing, that phase ends after final available responses are reported or forty-five calendar days after initial outreach, whichever occurs first. Unanswered items will be identified as unresolved.

2. Client Responsibilities and Activation

Post-closing work begins only after WarrantyShift receives confirmation of closing, a redacted closing document showing Client's name, property address and closing date, current contact information, and any reasonably available warranty, purchase, installation, registration, seller, or builder records. Client will provide complete and accurate information, respond reasonably promptly, preserve original documents, satisfy manufacturer deadlines and requirements, and notify WarrantyShift of relevant manufacturer communications or ownership changes.

Client will not request or authorize any false or misleading statement. WarrantyShift may pause or terminate affected work if information appears inaccurate, incomplete, unauthorized, misleading, or unlawful.

3. Limited Authorization

Effective only after Client acquires the property, Client appoints WarrantyShift as a limited, revocable representative solely to contact manufacturers and their authorized administrators concerning products shown in the inspection/intake record; request and receive registration and manufacturer-warranty information; transmit the minimum reasonably necessary ownership, property, purchase, installation, and contact information; submit or update a registration in Client's name when permitted; and request a no-cost transfer, extension, or discretionary accommodation.

This authorization ends at the earliest of completion of post-closing work, Client's written revocation, termination of this Agreement, or 180 days after activation. Revocation stops pending work but does not reverse an action already completed. A manufacturer may reject this authorization, require its own form, or require direct confirmation from Client.

BUYER SIGNATURE 1 - LIMITED AUTHORIZATION

By signing here, Client grants only the limited manufacturer-contact authority stated in Section 3.

Signature: _____ Date: _____

Printed name: _____

4. Actions Not Authorized

WarrantyShift may not, without Client's specific prior written approval and legal authority:

- file, settle, release, compromise, or waive a warranty claim or legal right;
- authorize diagnosis, inspection, repair, replacement, installation, service, or disposal;
- incur a charge, receive Client funds, accept reimbursement, or bind Client to a purchase or payment;
- sell, recommend, negotiate, purchase, or accept insurance, a home warranty, an extended warranty, a service contract, or other paid coverage;
- accept arbitration, a class-action waiver, marketing consent, data-sharing terms, or another material contract term for Client;
- negotiate the real-estate transaction or make decisions about Client's finances, property, repairs, claims, or legal affairs.

This is not a general power of attorney. Employees and approved service providers may perform ministerial tasks under WarrantyShift's supervision and confidentiality requirements, but may not approve material terms or bind Client.

5. Manufacturer Control; Reports; No Guarantee

The manufacturer, warrantor, seller, or service-contract obligor alone determines whether coverage exists, applies to Client, may be registered or transferred, and will be honored. WarrantyShift does not guarantee a response, registration, transfer, extension, repair, replacement, reimbursement, or other benefit and is not responsible for a third party's delay, error, policy, refusal, solvency, or performance.

A Warranty Passport is an informational summary based on records and third-party statements available when prepared. It is not a warranty, service contract, insurance policy, inspection, appraisal, installed-cost estimate, legal opinion, or promise of recoverable value. Client should report a suspected error within thirty days after discovery. WarrantyShift will review and correct its own documented transcription or processing error and reasonably reperform the affected administrative step.

6. Professional Boundaries

WarrantyShift is not acting as an insurance producer, contractor, home inspector, appraiser, real-estate broker, attorney, engineer, trade professional, manufacturer-authorized repair provider, warranty obligor, or service-contract administrator. It does not diagnose equipment, determine safety or code compliance, perform or supervise repairs, select contractors, value property, advise whether to close, or provide legal or insurance advice.

WarrantyShift does not offer or issue a service contract or home warranty and does not promise repair, replacement, maintenance, or indemnification. Its work is limited to research and administrative communication concerning third-party manufacturer or seller warranties that are not separately charged to the consumer.

7. Report Delivery, Privacy, and Records

Unless Client directs otherwise in writing, WarrantyShift will send the preliminary, updated, and final Warranty Passport to the sponsoring agent or brokerage identified in the Transaction Record. The sponsor receives read-only copies for transaction coordination and may not edit this Agreement, alter Client instructions, sign for Client, or control the Services.

Client authorizes WarrantyShift to collect and use the minimum contact, property, product, ownership, and warranty information reasonably necessary to perform the Services, comply with law, keep business records, or protect legal rights, and to disclose necessary information to manufacturers and their authorized dealers, distributors, administrators, or service providers. WarrantyShift will not sell Client's personal information and will use reasonable safeguards and access controls.

Unless longer retention is reasonably required by law, accounting, dispute preservation, or Client request, WarrantyShift will delete or securely destroy unneeded closing documents containing personal information within ninety days after post-closing work ends. It may retain the Agreement, Transaction Record, authorization, communications log, equipment identifiers, and reports.

8. Sponsored Service; Independent Parties

The Service is optional and is not a condition of real-estate representation, financing, settlement, or closing. The sponsoring agent or brokerage is not WarrantyShift's partner, agent, joint venturer, guarantor, or client and is not a third-party beneficiary. Each party remains independently responsible for legal and regulatory compliance. No compensation may be conditioned on a referral, closing, loan amount, property value, transaction volume, exclusivity, or Client's required use of WarrantyShift or another provider.

9. Term, Suspension, and Termination

This Agreement begins when Client signs and ends when the Services conclude unless earlier terminated. Either party may terminate by written notice. WarrantyShift may suspend or terminate for unlawful or misleading instructions, failure to provide activation documents, abusive conduct, conflict of interest, or circumstances making lawful performance impracticable. On termination, WarrantyShift will stop new work and provide completed deliverables then reasonably available. Termination or revocation does not require a manufacturer to reverse information or registration already processed.

10. Standard of Care and Limitation of Liability

WarrantyShift will perform the Services in good faith and with commercially reasonable care consistent with their limited administrative scope. To the fullest extent permitted by law, WarrantyShift is not liable for indirect, incidental, special, exemplary, punitive, or consequential damages arising from a third party's act, omission, delay, denial, inaccurate information, or failure to perform and not caused by WarrantyShift's breach or negligence. Repair or replacement costs, lost warranty benefits, loss of use, diminished property value, and lost profits caused by appliance failure or third-party conduct are excluded.

To the fullest extent permitted by law, WarrantyShift's aggregate liability for direct damages arising from ordinary negligence or breach of this Agreement will not exceed one thousand dollars (\$1,000). The exclusions and cap do not apply to WarrantyShift's fraud, willful misconduct, gross negligence, unauthorized acceptance of material contract terms, unauthorized receipt or disposition of Client funds, material breach of confidentiality or data-security duties, or liability that applicable law does not permit the parties to limit. They do not waive a nonwaivable consumer remedy or excuse correction of WarrantyShift's own documented processing error.

CLIENT INITIALS - SECTION 10

I have reviewed the limitation of liability above. Initials: _____

11. Disputes, Governing Law, and Notices

A party asserting a dispute will first give written notice describing the issue and requested resolution. The parties will attempt in good faith to resolve the dispute for at least thirty days unless emergency relief or a filing deadline reasonably requires earlier action. Arizona law governs. Court proceedings must be brought in a court of competent jurisdiction in Maricopa County, Arizona, except for an eligible small-claims matter or a venue required by nonwaivable law. Costs and attorneys' fees may be awarded as permitted by law.

Routine communications may be made by email, telephone, or an agreed portal. Formal notice of termination, revocation, dispute, or address change must be in writing and delivered by confirmed email, personal delivery, nationally recognized courier, or certified U.S. mail to the latest contact information provided by the recipient.

12. General Terms

This Agreement, the Transaction Record, and any signed written amendment are the entire agreement concerning the Services and replace prior discussions on that subject. Marketing statements do not modify the Agreement. If a provision is unenforceable, it will be enforced to the maximum lawful extent or severed, and the remaining provisions continue. A waiver on one occasion is not a continuing waiver. Client may not assign the limited representation without WarrantyShift's written consent.

WarrantyShift is an independent contractor and Client's limited representative only for Section 3. No employment, partnership, joint venture, general agency, real-estate representation, manufacturer affiliation, or authority outside Section 3 is created. WarrantyShift is not in default for delay caused by manufacturer response times, system outages, disasters, government action, labor interruption, or other events outside its reasonable control if it provides a reasonable status update and resumes performance when practicable.

Client agrees to electronic records and signatures for this transaction. Electronic and counterpart signatures are effective together as one agreement. Headings are for convenience, and 'including' means 'including without limitation.' Sections concerning authorization limits, privacy, liability, disputes, and general terms survive as applicable.

13. Acknowledgments and Agreement

Client acknowledges that the pre-closing audit is preliminary; post-closing work requires proof of ownership; the inspection/intake record may not identify every product; WarrantyShift does not provide or guarantee warranty coverage; manufacturer decisions remain outside WarrantyShift's control; and the sponsoring agent receives read-only reports unless Client directs otherwise in writing.

BUYER SIGNATURE 2 - AGREEMENT ACCEPTANCE

By signing here, Client confirms the Transaction Record is accurate to the best of Client's knowledge, acknowledges receipt of this three-page Agreement, and agrees to its terms.

Signature: _____ Date: _____

Printed name: _____

Arizona references: A.R.S. sections 20-1095 (warranty and service-contract definitions), 44-1522 (consumer-fraud protections), and 44-7005 through 44-7007 (electronic transactions). Nothing in this Agreement waives a nonwaivable consumer or regulatory right.