HYBRID BATTERY PROTECTION PLAN TERMS & CONDITIONS

Last Updated: January 25, 2025

This Hybrid Battery Protection Plan Agreement (“Agreement”) provides supplemental protection for certain failures caused by issues not covered by The Hybrid Geek’s Limited Warranty. This Agreement covers hybrid battery failures caused by real-world conditions that fall outside of The Hybrid Geek’s Limited Warranty.

Enrollment is optional. By enrolling, the Customer (“Customer”) agrees to the following terms and conditions:

1. Coverage Overview
After the Activation Period, this Agreement covers full hybrid battery replacement when failure occurs due to any cause not included under the standard Limited Warranty, including but not limited to:

A. Environmental & Operating Conditions
- Corrosion developing after installation
- Humidity, temperature extremes, or environmental contamination
- Water intrusion occurring after installation
- Dust, debris, or airflow obstruction in the cooling system

B. Engine-Related & System Stress
- Deep discharged, caused by engine failure-to-start
- Weak or failing 12-volt battery stressing the HV pack
- Misfires affecting hybrid system load
- Poor engine performance causing HV overcompensation
- Imbalances caused by inverter or auxiliary HV components

C. Voltage Imbalance & Performance Deterioration
- Internal imbalance faults
- Sensor faults affecting battery performance
- Degradation originating from non-battery systems

D. Protection Plan Exclusions
- If the standard Limited Warranty denies coverage, except as set forth in Section 2 below, this Agreement shall cover the failure.

2. Exclusions (What Is Not Covered)

Customer understands and agrees this Agreement does not cover:
- Intentional damage
- Fraud
- Failures caused by opening or tampering with the battery
- A Battery moved from the Vehicle it was originally installed in, to a different vehicle
- Failure caused by water intrusion existing at the time of installation
- A battery installed by a non-Hybrid Geek installer

- Failure of Customer to adhere to Customer Responsibilities as set forth in Section 6 of this Agreement.
- Failures, conditions, or damage that existed prior to enrollment, or that can reasonably be determined to have originated prior to the Activation Period, are not covered under this Agreement.
- Accident damage
- Theft
- Section A items

3. Activation & Eligibility
   - Coverage begins 30 days after enrollment (“Activation Period”)
   - Customer must maintain active subscription payments
   - This plan is non-transferable

4. Claims Process
   - To file a claim, Customer must:
     - Submit a ticket at www.Help.TheHybridGeek.com
     - Provide full diagnostic printouts from:
       - Hybrid Control ECU
       - Hybrid Battery ECU
       - Engine Control ECU
       - Provide VIN and mileage
     - Provide photos of:
       - Battery compartment
       - Cooling system fan area
       - Installation area/environment
       - Odometer

Diagnostics & Towing Refund
- If the claim is approved, The Hybrid Geek will reimburse diagnostic and/or towing fees and rental car fees up to $150 per claim (diagnostic, towing or rental) with proof of paid receipt. Up to $150 per approved claim, limited to one reimbursement per 12-month period.

5. Replacement Terms
   - Coverage includes replacement for qualifying failures, limited to one approved replacement within any rolling 12-month period to ensure fair and sustainable coverage for all customers. Repeated failures may indicate underlying vehicle issues requiring correction before continued coverage.
   - Customer understands and agrees Company will decide, in its sole discretion, the replacement battery type; however, Company agrees the replacement battery will be of equal or greater quality to the failed battery.
   - Replacement carries the remaining duration of the customer’s original warranty.

- Customer understands and agrees Customers outside the service area may be required to pay shipping/installation costs.

6. Customer Responsibilities

To maintain eligibility, Customer understands agrees to:

- Keep the vehicle in reasonably maintained mechanical condition.
- Ensure the vehicle's 12-volt battery remains in good working condition.
- Maintain reasonable airflow through the hybrid battery cooling system, including keeping vents and fans free of excessive debris or obstruction.
- Provide required diagnostics and documentation when submitting a claim.
- Use the battery only in the original vehicle.
- Drive Vehicle at least 400 miles per month.
- Maintain the Vehicle in a manner consistent with the OEM's recommendations.

7. Billing, Lapse, and Reinstatement

A. Monthly Billing

- Subscription cost: $29.99/month, billed automatically
- Payments are final and non-refundable
- If Customer pays annually or full term, in the event of a cancellation, Customer shall receive a *pro rata* refund of purchase price.

8. Fraud, Program Violations & Company Right to Terminate Coverage
Coverage under this Agreement may be suspended or terminated under the circumstances listed below. Termination results in immediate loss of coverage, and no claims may be filed after the termination date.

A. Fraud, Misrepresentation, or Dishonesty

- The Hybrid Geek may terminate coverage immediately if the Customer:
    - Submits altered, false, or manipulated diagnostic reports
    - Clears or resets DTCs to conceal pre-existing issues
    - Provides misleading information regarding vehicle condition, mileage, or VIN
    - Submits intentional, staged, or fraudulent damage

C. Tampering or Unauthorized Modifications
- Coverage may be terminated if the Customer:
    - Opens, modifies, or tampers with the hybrid battery
    - Removes or damages warranty or security stickers
    - Installs aftermarket components that interfere with HV system operation

D. Violation of Program Requirements

- Coverage may be terminated for:
    - Reinstalling the battery into a different vehicle
    - Refusing to provide required diagnostics or documentation

E. Repeated or Excessive Claims

Coverage may be terminated if:

- The Customer demonstrates a pattern of misuse, negligence, or repeated hybrid system stress.

F. Missed Payments & Non-Payment

If a scheduled payment is missed, declined, or otherwise not successfully processed by no fault of the Company, Customer has 14 days from the payment due date to remit payment ("Grace Period"), before Customer must pay Reinstatement Costs as set forth below. Coverage does not apply during any period in which Customer is not paid in full and is otherwise in good standing; furthermore, any claims arising during the Grace Period shall not be eligible for coverage under this Agreement, and no claims that occurred at any time may be filed during the Grace Period.

To reinstate coverage after a lapse, the customer must pay:

1. The monthly subscription fee multiplied by the total number of missed months, and
2. A $350 reinstatement fee.

Coverage will resume only after all outstanding balances and reinstatement fees have been paid in full and reinstatement has been approved. Reinstated coverage does not apply retroactively and does not cover any failures, damage, or conditions that occurred during the lapse period.

H. Notice of Termination

Customers will receive written notice stating:

- The reason for termination
- The effective termination date
- Whether reinstatement is allowed

I. No Further Obligation

After termination, The Hybrid Geek has no further obligation to:

- Provide replacement batteries within this coverage. Standard warranty terms still apply if valid and active. In the event of Termination of this Agreement, the Standard Hybrid Geek Warranty and its terms still apply if valid and active.

- Reimburse diagnostics or towing fees
- Reinstate coverage
- Continued subscription benefits

9. Termination by Customer

Customers shall have the right to terminate this Agreement at any time. In the event Customer terminates this Agreement, Customer shall not receive a *pro rata* refund of that month's payment.

Coverage under this Protection Plan may not continue after the expiration of the standard Limited Warranty, provided all program requirements and subscription payments remain in good standing.

10. Limitations of Liability

The Company's liability is limited to battery replacement only. Storage fees, and external repairs are not included. This Agreement is a supplemental protection plan and does not modify, extend, or replace The Hybrid Geek's Limited Warranty.

11. Correctable Non-Battery condition
If the Company determines a failure is determined to be caused by a correctable non-battery condition, continued coverage may require correction of the underlying issue, at Customer's sole expense.

11. Arbitration

Any dispute must be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

12. Entire Agreement

This Agreement is separate from The Hybrid Geek's Limited Warranty and does not modify or extend warranty terms.

13. Choice of Form and Law Clause

Customer understands and agrees that this Agreement shall be governed by the laws of the State of North Carolina. Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall take place in the State of North Carolina.