

Premier Cool Repair Access Plus Terms of Service

Thank you for enrolling in the Premier Cool Repair Access Plus Membership!

These Terms of Service and information provided in your Welcome Letter (Agreement) apply to your Premier Cool Repair Access Plus Membership (Membership) with HomeServe USA Repair Management Corp. (HomeServe). If you have any questions please contact HomeServe at [1-XXX-XXX-XXXX].

Membership Benefits and Cost: You can call HomeServe's 24-hour hotline at [1-XXX-XXX-XXXX] to schedule an appointment for a technician to come to the property listed in your Welcome Letter (Property) for repairs to: your natural gas-fired central heating system **excluding** the following high efficiency systems: Baxi Luna, Bosch Greenstar, Buderus GB, Burnham Alpine and Freedom, Lochinvar Knight, Munchkin, Navien, NTI Trinity, Slant/Fin CHS, Triangle Tube or Weil-McLain Ultra (Heating System); your electric central air conditioning system **excluding** ductless systems (Cooling System); or your natural gas or electric water heater (Water Heater). You will receive a 15% discount on any repair work performed on your Heating System, Cooling System, or Water Heater. In addition, your Membership will include one (1) tune-up (Tune-up) per Term for your Cooling System.

If you have multiple Cooling Systems in your Property, you must purchase a Membership for each individual Cooling System.

A Cooling System Tune-up includes checking the following:

- Thermostat(s), and adjust if necessary;
- Condenser coil, and if necessary clean;
- Condensate lines and clean;
- Starting and running amps on compressor;
- Visible refrigerant leaks;
- Contactors and relays;
- All electrical connections, if necessary;
- Filter(s) and belt(s) and replace filter(s) if provided by you;
- Emergency disconnect;
- Supply/Return Delta T;
- Internal condensate pan, if necessary;
- Emergency condensate pan, if applicable.

The annual amount for this Membership (Membership Fee) and how you pay HomeServe is specified in your Welcome Letter.

Scheduling your Tune-up: Tune-ups must be arranged by calling HomeServe's 24-hour hotline at [1-XXX-XXX-XXXX].

Done Right Guarantee: HomeServe will guarantee service quality when you purchase services under this Agreement. If the service was not completed according to the final scope agreed to by you and HomeServe, HomeServe will work with you to correct the problem or HomeServe will give you your money back. If your service was of poor quality, please contact HomeServe. If your purchase is covered by the HomeServe Done Right Guarantee, HomeServe will work with you to correct the service. If the service cannot be corrected, then HomeServe will refund the money you paid for the service in full. This guarantee applies for 12 months from the date the service was completed.

This guarantee *will* apply provided the following criteria is met:

1. You are unsatisfied with the service performed;
2. You purchased the service in its entirety from HomeServe;
3. The scope of the work was limited to the description of the service agreed to between you and HomeServe; and
4. The service was completed within the last 12 months.

This guarantee will *not* cover the following situations:

1. The service was never performed;

2. Dissatisfaction with pricing or scheduling limitations;
3. Service was completed more than 12 months ago;
4. Dissatisfaction caused by a prior service or another provider; or
5. Unforeseeable or latent defects in the premises.

Dissatisfaction resulting from improper use of a product (as defined by the manufacturer); or work that exceeds the final scope of the agreed upon service may restrict the application of the Done Right Guarantee.

Payment of Work Performed (excluding Tune-up): You must agree with the technician on the work to be performed and pay that technician directly. The Tune-up is included in the cost of your Membership.

Membership Term: Your Membership begins on the Start Date printed on your Welcome Letter and lasts for twelve (12) months (Term) and **will automatically renew for consecutive twelve (12)-month periods** unless you cancel or fail to pay the Membership Fee. You can let HomeServe know if you don't want your Membership to renew. HomeServe reserves the right to not renew this Membership.

Cancellation and Non-Payment: You may cancel at any time by calling HomeServe at [1-XXX-XXX-XXXX]. If you cancel within thirty (30) days of your Start Date, you will get a full refund of your Membership Fee. If you cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then current billing month and you will be given a pro-rata refund, if applicable. If you have received a Tune-up during the Term then your Membership is not cancellable by you and no refund of the Membership Fee will be given. If you miss a payment of your Membership Fee, you will not be able to use your Membership or request a Tune-Up until payment is made.

Receiving documents electronically: If you consent to electronic delivery, you can receive your Agreement and all related documents to the email address you provided (Email Address). To update your Email Address-or discontinue electronic delivery of your documents you can call HomeServe or update your preferences in your website profile at www.homeserveusa.com.

Privacy policy: HomeServe is serious about the private nature of Your personal data. Please read their Privacy Policy, a link to which can be found at the bottom of every page at www.homeserveusa.com, carefully to fully understand how they collect, share, and protect personal data about You. You can also call HomeServe to request a copy.

Assignment/Changes to this Agreement: HomeServe may assign this Agreement, in whole or in part, at any time without prior notice to you. HomeServe may change this Agreement (including the Membership Fee or to charge an additional fee) and delegate any of its obligations at its sole discretion and without your consent provided HomeServe gives you 30 days' prior written notice of the changes. The changes will become effective 30 days after HomeServe sends you the notice. If you do not like the changes, you may cancel your Membership.

Limits of liability: To the fullest extent permitted by applicable law, (1) you agree that HomeServe and its parents, successors, affiliates, approved technicians and their officers, directors, employees, affiliates, agents, contractors or similar parties acting on behalf of HomeServe shall not be liable to you or anyone else for: (a) any actual losses or direct damages that exceed the amount you paid for the work under this Agreement relating to any repairs performed by HomeServe or on behalf of HomeServe or services provided hereunder giving rise to such loss or damage; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, damages based on anticipated or lost profits, wages, or revenue, or damages based on diminution in value or a multiple of earnings, including those caused by any fault, failure, delay or defect in providing any repairs performed by HomeServe or on behalf of HomeServe or services provided under this Agreement, regardless of whether such damages were foreseeable and whether or not HomeServe or anyone acting on behalf of HomeServe have been advised of the possibility of such damages; and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Agreement. You may have other rights that vary from state to state.

Arbitration: YOU AND HOMESERVE AGREE TO RESOLVE DISPUTES BY BINDING ARBITRATION as follows:

- A. ANY DISPUTE THAT ARISES OUT OF OR RELATES TO THIS AGREEMENT OR FROM ANY OTHER

AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM HOMESERVE, WILL BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS. This arbitration agreement applies to disputes no matter when they arose, including claims that arose before you and HomeServe entered into this Agreement. This arbitration agreement also applies to disputes involving the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of HomeServe. In addition, this arbitration agreement covers any claims or causes of action against HomeServe that you may assign or subrogate to an insurer. The American Arbitration Association (“AAA”) will administer the arbitration under its Consumer Arbitration Rules. The Federal Arbitration Act applies.

- B. Any party bringing a claim may choose to bring an individual action in small claims court instead of arbitration, so long as the claim is pursued on an individual rather than a class-wide basis.
- C. **THIS ARBITRATION AGREEMENT DOES NOT PERMIT CLASS ACTIONS AND CLASS ARBITRATIONS.** By entering into this Agreement, all parties are waiving their respective rights to a trial by jury or to participate in a class or representative action. **THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** You may bring a claim only on your own behalf and cannot seek relief that would affect other parties.
- D. HomeServe will pay any filing fee, administration, service or case management fee, and arbitrator fee that the AAA charges you for arbitration of the dispute.
- E. **IF FOR ANY REASON A CLAIM OR DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND HOMESERVE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY.** This jury trial waiver also applies to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of HomeServe.

Repairs are conducted by HomeServe USA Energy Services LLC, HIC Lics. # 13VH05495400 & HVACR Lics. # 19HC00211500 held by Frank Siderio, Jr., Hammonton, NJ.