

TuneUp Protection Plus - Terms of Service

Thank you for enrolling in the TuneUp Protection Plus Program!

These Terms of Service and information provided in your Welcome Letter (Agreement) apply to your TuneUp Protection 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 contractor hotline at [1-XXX-XXX-XXXX] to schedule an appointment for a technician to come to your 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 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 either your Heating System or your Cooling System.

A Heating System Tune-Up includes checking the following:

- Safeties and controls, and adjust them if necessary;
- Thermostat(s), and adjust if necessary;
- Burners and clean;
- Pilot/pilot sensor and clean;
- Gauge glass and then flush low water cut off;
- Filter(s) and belt(s);
- Flue pipe and chimney draft;
- Circulator motors and pumps, if necessary;
- Blower assembly, and clean it if necessary;
- Condensate line for blockage.

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.

Your annual Membership Fee and how you pay HomeServe is specified in your Welcome Letter.

Tune-Up Schedule: Tune-Ups must be arranged and performed between February and September of each year by calling HomeServe's 24-hour contractor hotline at [1-XXX-XXX-XXXX].

Satisfaction Guarantee: HomeServe wants you to be happy. Repairs are guaranteed against defects in materials for twelve (12) months, and workmanship for thirty (30) days, from the date the work is performed.

Payment of Work Performed (excluding Tune-Up): You must agree with the technician on the work to be performed and pay that technician directly.

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. HomeServe will contact you prior to the end of each Term to let you know that your Membership is about to expire. You can let us know then 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 your Start Date, your cancellation will be effective immediately and you will be given a pro-rata refund. If you have received a Tune-Up during the Term then this Agreement 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 until payment is made.

Privacy Policy: Any information you provide to HomeServe will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled by HomeServe or its group of companies to administer your Membership including, but not limited to, disclosing your address, telephone number, and other contact information to third parties who conduct services on its behalf. HomeServe and its group of companies and their selected partners may also use your information to keep you informed by mail, telephone or email of any products or services that they consider may be of interest to you. For further details on how HomeServe uses your information, please see its Privacy Policy at www.homeserveusa.com/Customer_Data_Privacy_Policy.html. Please contact HomeServe if you have any questions or concerns about its Privacy Policy, or how HomeServe is using your information, or to update your privacy preferences.

Changes to this Agreement: 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 provided you are given thirty (30) days' prior written notice of the changes. The changes will become effective thirty (30) days after HomeServe sends you the notice. If you do not like the changes, you may cancel your Membership.

Liability: You agree that (1) HomeServe and its parents, successors, affiliates, technicians and their respective officers, directors, employees, affiliates, agents and contractors 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; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Agreement, 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 ONLY BY FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT as follows:

- a. **EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN YOU AND HOMESERVE, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM HOMESERVE, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION BY ONE OR MORE ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), OR ANOTHER ARBITRATION ADMINISTRATOR THAT WE MUTUALLY AGREE UPON.** Arbitration will apply not only to claims against HomeServe, but also claims against its officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns. Arbitration and this paragraph shall apply to claims that arose at any time, including claims arising before this paragraph became binding on the parties. The federal arbitration act (9 U.S.C. §§ 1 et seq.) and not any state law applies to this agreement.
- b. For claims of \$10,000 or less, the party bringing the claim can choose to proceed by way of binding arbitration pursuant to the AAA's rules or, alternatively, can bring an individual action in small claims court.
- c. **YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.** This means that you may not be a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to any claim. Notwithstanding any other provision of this Agreement, the arbitrator shall not have the power to determine that class arbitration is permissible. The arbitrator also shall not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator shall have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative or private attorney general theories of liability or prayers for relief may be maintained in any arbitration held under this Agreement.
- 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, up to a maximum of \$1,500; provided, however, that the arbitrator may award costs and expenses to any party, if allowed by law. If you provide HomeServe with signed written notice that you cannot pay the filing fee, HomeServe will pay the fee directly to the AAA.
- e. If for some reason the prohibition on class arbitrations in Subsection c cannot be enforced, then the agreement to arbitrate will not apply.
- f. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND HOMESERVE AGREE THAT THERE WILL NOT BE A JURY TRIAL.** You and HomeServe unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Agreement or from any other agreement between you and HomeServe, or the services or benefits you receive or claim to be owed from

HomeServe, including as to claims asserted against any of its officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns.

NY repairs are conducted by HomeServe USA Energy Services, LLC. Nassau County HIC License Nos. H36015000 & H36015001; NYC HIC License No. 1464692-DCA; Suffolk County Contractor License Nos. 51571-RE, 51572-RE, 51573-RP, 51574-RP & 52362-H.

MA and RI repairs are conducted by HomeServe USA Energy Services (New England), LLC. RI licenses are held by Paul Cloutier, 16 Tech Circle, Natick, MA, 01760; License Nos.: MP001568, 00000206 & 00001135. MA License No. 3609, MP No. 11355 held by Michael Maille.