

General Terms & Conditions

1.0 TERM OF PLAN – Your Plan coverage begins 10 days after you have enrolled in the applicable Plan (your “Coverage Date”) and remains in effect for an initial period of one year, except otherwise stated in this Plan Guide and Agreement.

2.0 RENEWAL OF YOUR PLAN – For your convenience, there is an automatic renewal process. Your Plan will renew each year on the anniversary of your Coverage Date (your “Anniversary Date”) unless you have given us a written email notice prior to your Anniversary Date that you do not wish to renew your Plan, or we have given you notice prior to your Anniversary Date that your Plan will not be renewed.

3.0 PLAN COVERAGE – Your Plan coverage applies only to single-family residences, be it a house, townhouse, or condo townhouse. Equipment located in commercial properties, condominiums or apartment buildings is not eligible for coverage. Common areas or shared systems in multiple-unit dwellings are not covered. If you have more than one piece of the same equipment or system, Plan coverage is limited to the first such piece of equipment that we service, repair or maintain under the Plan. The maintenance on your equipment will be performed during the months of March, April, May, June, September, October, November during the hours of 8:00 A.M. to 6:00 P.M., Monday through Friday. Saturday scheduling is to be made at our discretion.

4.0 PLAN CANCELLATION – We may discontinue or cancel your Plan at any time if you fail to meet any of your obligations (including payment obligations).
If you have chosen to pay for your Plan by way of installments and you cancel your Plan prior to your Anniversary Date or if we cancel your Plan because you failed to meet any of your obligations (including payment obligations), you will be billed out for the remaining installments owing for the Plan, except as otherwise stated in this Plan Guide and Agreement.

5.0 MOVING – If you are moving to a new residence, you have two options for your Plan:

a) Transfer your Plan: If you move, your Plan is transferable to your new residence provided you move within our service area. Your Plan will be canceled at your old residence and you will be billed out for the remaining installments owing for the Plan. Those billed installments will then be applied as a credit on your first bill to the new residence.

A new Plan will be created for your new residence, which will remain in effect for an initial period of one year. Please contact us 30 days before you move out of your old residence to ensure the successful transfer of the plan(s) to your new residence.

b) Cancel your Plan: If you choose not to transfer your Plan to your new residence or your new residence is not located within our service area, you will be billed out for the remaining installments of your Plan.

6.0 OUR REFUND POLICY - Cancellation within 10 days – If you cancel your Plan within 10 days and had no service completed within that time frame, we will issue a refund for any payments made.

If you have used our service within 10 days, your Plan will be canceled and we will issue a refund for any payments made but you will be billed for the cost of the service rendered.

7.0 MODIFICATION OF TERMS AND CONDITIONS – We may modify the terms and conditions of your Plan, including the price, by giving you notice of the changes at least thirty (30) days prior to the Anniversary Date. Such changes will become effective on the Anniversary Date.

8.0 SERVICE AND LIABILITY

We will service the equipment in accordance with the terms and conditions in this Agreement as long as the equipment is:

- Properly installed and in proper working order on the Coverage Date;
- Safely and readily accessible for service by the authorized technician; and
- Located in a safe and sanitary environment for our authorized technician.

Liability - In no event we are liable for indirect, consequential or economic damages or for loss or damages to any person or property, indirect, consequential or incidental arising from the use or inability to use the equipment to the extent such may be disclaimed by law, nor do we cover any defects which are subject to a manufacturer's or distributor's recall, in-home warranty, or which are covered under a manufacturer's, distributor's or builder's program of reimbursement.

9.0 EXCLUSIONS

We reserve the right not to provide coverage for certain types, brands or models of equipment. If we exercise our right not to provide coverage for such equipment, we may cancel your Plan.

Equipment not Eligible for Coverage:

- Ductless wall units
- Wall cooling units
- High-velocity units
- Water-cooled cooling units
- Any equipment not readily accessible by our authorized technician

Equipment not Readily Accessible by an Authorized Technician

Circumstances where equipment, such as a Heating Unit and or Cooling Unit, is not readily accessible for an authorized technician include, but are not limited to, instances where your equipment is located in a crawl space, attic or an area where an authorized technician cannot safely or easily access. In such instances, we will not provide service and will cancel the plan.

10.0 Standard Terms - Personal Information.

We collect personal information about you in order to establish and manage our, and our authorized service provider's, business relationship with you. We won't knowingly share this information with third parties without your permission, other than to service providers, parties that provide us with

credit information, parties to whom we transfer, assign, encumber or otherwise dispose of this Agreement.

In light of this, you hereby:

1) consent to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages and promotional offers (such as tips to help you run your home more efficiently and reliably, special money-saving offers available to our customers and news about products and services that may be of interest to you).

2) authorize us to use and disclose your personal information to: verify your identity when you request information about your account by telephone or email; bill, collect a payment, manage your account and/or supply services to you under this Agreement; review information about your bill payments; provide to our authorized technicians and other companies that provide service under this Agreement; comply with law enforcement and/or a legal requirement; process past due accounts of yours which have been passed to a debt collection agency; and undertake a credit reference check and we agree that the results thereof, any other personal information provided by or about you shall be handled by us in accordance with applicable laws.

Technician Safety. No service or repairs under the Plan will be provided if our authorized technician refuses to enter a residence due to the presence of animals, insects, unsanitary conditions or unsafe conditions, or is unable to provide service due to equipment that is not readily accessible. In the event of such unsanitary or unsafe conditions, as determined by us acting reasonably, we may, in our sole discretion, terminate your Plan.

Entire Agreement. This Plan Guide and Agreement, including any supplemental terms and conditions, welcome letter(s), renewal letter(s) and completed enrollment form(s) is the entire agreement between you and us and supersedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out herein.

Conflict. If there is a conflict or inconsistency between the information on the enrollment form and this Plan Guide and Agreement, this Plan Guide and Agreement take priority to the extent of such conflict or inconsistency.

Notice. We can provide notice to you by personal delivery, mail (including registered mail), phone or email. If the email addresses which you have provided us change, you will need to provide us your updated email address.

Force Majeure. We are not responsible for failing to perform our obligations or for any loss to you under this Plan Guide and Agreement if we are prevented from doing so by events or circumstances beyond our control.