



COOLING TUNE-UP TERMS AND CONDITIONS

Please read carefully.

This Service Agreement

This Service Agreement provides a tune-up (“Tune-Up(s)”) for Your air conditioning system (“System”).

HomeServe USA Repair Management Corp. (“HomeServe”) will administer this Service Agreement. Your Service Agreement (“Service Agreement”) consists of these terms and conditions as well as Your Declaration Page, which lists important information about Your Service Agreement (“Declaration Page”) and is the entire agreement between You and Us.

HomeServe is Your point-of-contact for all questions or concerns.

How can You contact HomeServe?

7134 Lee Highway, Chattanooga, TN 37421 • Please see Your Declaration Page for HomeServe’s phone numbers.

This is not an insurance policy. This Service Agreement is between you, the Service Agreement holder listed on the Declaration Page (“You” or “Your”) and us, National Home Repair Warranty, Inc. (“Us”, “We”, “Our”, “NHRW”), the entity obligated to provide service. We are responsible for providing Your benefits.

Eligibility

Who is eligible for this Service Agreement?

Owners of:

- A single structure or single housing unit within a structure not intended to be moved (“Home”):
 - a) Single-family homes
 - b) Townhomes and apartments
 - c) Multi-family homes

Who is not eligible for this Service Agreement?

Owners of:

- Recreational vehicles or homes intended to be moved
- Properties used for commercial purposes

Properties that have:

- An entire System shared with a third party or that is covered by a homeowner’s, condominium or like association
- System(s) not installed according to manufacturer specifications
- A System that uses refrigerant other than R-22 or similar, R-410a or has non-compliant components, exceeds 5 tons capacity, or is a ductless, ammonia cooling, window, through the wall, hanging, geothermal heat pump, or combination ambient heat/domestic hot water heating unit

Inclusions

You must call HomeServe for Tune-Ups.

Tune-Up:

What does this Service Agreement include?

- 1 Tune-Up per Term for Your electric central System. Your System must be performing its fundamental operation(s) in normal service for all points of the Tune-Up to be provided.
- A Tune-Up includes only the following:
 - Check: thermostat operation, system temperature split, voltage and amperage to all motors.

- Inspect: disconnect, fuses, wiring, contactors, relays, pressure controls, electrical safety circuits, indoor blower and motor for dirt build up, bearings, condensate drain, outdoor coil, duct seal at unit and secure panels.
- Clean (if necessary): condensate line, outdoor coil and air filter.
- Replace (if supplied by customer): air filter
- Lubricate: fan and motor units
- Run and test system.

Exclusions

What is not covered?

Tune-Up exclusions:

1. Any work that is not expressly stated in “What does this Service Agreement include?”.
2. Assessing, remediating or abating mold or notifying You of any mold that may be present in Your Home.
3. Any work not included in the Tune-Up is not covered and We have no obligation associated with other repairs or maintenance.

Scheduling Your Tune-Up

When can You schedule a Tune-Up?

There is an initial period of 30 days during which You will not be able to request a Tune-Up (“Waiting Period”). Upon renewal (if applicable), there will be no Waiting Period.

How can You schedule a Tune-Up?

Call HomeServe and a service representative will help schedule a Tune-Up. In order to schedule a Tune-Up, Your Service Agreement must be active and You must be current with Your payment(s) of the amount You agree to pay for this Service Agreement, as listed on Your Declaration Page (“Price”). Technicians must have safe and clear access to, and safe working conditions at and around the work area.

Term, cancellation and renewal

When does this Service Agreement start and how long is it?

Your Service Agreement begins on the start date listed on Your Declaration Page (“Start Date”) and continues for 12 months (“Term”).

Can You cancel?

You may cancel at any time by either calling HomeServe or going online to <https://www.homeserveusa.com/cancel>.

- If You cancel within 30 days of the Start Date, You will receive a full refund less any Tune-Ups provided by Us.
- If You cancel more than 30 days after the Start Date, You will receive a pro-rata refund less any Tune-Ups provided by Us.

Can We cancel?

- We may cancel, with no less than 15 days’ notice to You: (a) for non-payment of the Price; (b) if We find that You already have coverage that is the same or similar to this Service Agreement; (c) if We find that You are ineligible for this Service Agreement; or (d) for Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it.
- We may cancel for any other reason on 60 days’ notice to You.

If We cancel for (a), no refund will be given. If We cancel for (b) or (c), We will refund the payments You have made less any Tune-Ups provided by Us. In all other cases You will get a pro-rata refund less any Tune-Ups provided by Us.

You will be notified in writing prior to cancellation. The notice will tell You when Your Service Agreement will be cancelled and why it has been cancelled. The notice period begins when We send the notice to You.

Will this Service Agreement automatically renew?

Unless You tell Us otherwise, Your Service Agreement will automatically renew at the end of every Term for another 12 months at the then-current renewal price. We may change the price at renewal. We reserve the right to not offer this Service Agreement upon renewal.

Other terms

How can You contact NHRW?

59 Maiden Lane, 43rd Floor, New York, NY 10038 • 1-877-382-7818

Receiving documents electronically

If You consent to electronic delivery, You can receive Your Service Agreement and all related documents to the email address listed on Your Declaration Page ("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/Amendment

We may assign this Service Agreement, in whole or in part, at any time without prior notice to You. We may change this Service Agreement (including the Price) and delegate any of Our obligations at Our sole discretion and without Your consent provided We give You 30 days' prior written notice of the changes. The changes will become effective 30 days after We send You the notice. You may not change this Service Agreement or delegate any of Your obligations.

Transfer

You may not transfer this Service Agreement.

General

Should any of these terms and conditions conflict with the laws of Your state they shall be deemed amended so as to comply with those laws. Should certain terms or conditions be held to be invalid or unenforceable, the remainder of these terms and conditions shall remain valid.

Responsibility for benefits owed to You

Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a claim within 60 days after proof of loss has been filed, or in the event You cancel and We fail to issue any applicable refund within 60 days after cancellation, You are entitled to make a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, 1-866-505-4048.

Limits of liability

To the fullest extent permitted by applicable law, (1) You agree that We and HomeServe, and both of our respective parents, successors, affiliates, approved technicians and Our and their officers, directors, employees, affiliates, agents, contractors or similar parties acting on behalf of either Us or HomeServe shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the Price, relating to any repairs performed by Us, HomeServe or on behalf of either Us or 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 Us, HomeServe or on behalf of either Us or HomeServe or services provided under this Service Agreement, regardless of whether such damages were foreseeable and whether or not We or HomeServe or anyone acting on behalf of either Us or HomeServe have been advised of the possibility of such damages (the damages listed in clauses (a) and (b), collectively the "Excluded Damages"); and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

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

- A. ANY DISPUTE THAT ARISES OUT OF OR RELATES TO THIS SERVICE AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM NHRW OR 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 We entered into this Service Agreement. This arbitration agreement also applies to disputes involving the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of NHRW or HomeServe. In addition, this arbitration agreement covers any claims or causes of action against NHRW or 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. Unless You and We agree otherwise, any arbitration hearings will take place in the county where Your Home is located.
- 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 Service 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. **BY AGREEING TO ARBITRATION, YOU ARE WAITING YOUR RIGHT TO PROCEED IN COURT.**
- F. **IF FOR ANY REASON A CLAIM OR DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, NHRW 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 NHRW or HomeServe.

State variations

The following shall apply if inconsistent with any other terms and conditions of this Service Agreement:

Texas only: We may only cancel for: (a) non-payment of the Price; or (b) for Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it; or (c) because the Home is no longer owned by You, or the land on which the Home is located is no longer owned by You. We will initiate service within 48 hours of a request for services by You. You are not required to complete and submit a form in order to make a Service Call. We will not change this Service Agreement (including the Price) during the Term. The "Assignment/Amendment" section is deleted in its entirety and replaced with the following: "We may assign this Service Agreement, in whole or in part, at any time without prior notice to You. We may delegate any of Our obligations at Our sole discretion and without Your consent provided We give You 30 days' prior written notice of the changes. You may not change this Service Agreement or delegate any of Your obligations." This Service Agreement is issued pursuant to a license granted by the Texas Real Estate Commission. Complaints in connection with this Service Agreement can be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, Texas 78711, (512) 936-3049.

The purchase of a residential service contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas.

NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES- CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.

FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR AN ATTORNEY OF YOUR CHOICE.

Buyer's Signature

Date

NOTICE: WE PAY PERSONS NOT EMPLOYED BY US FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304