

SERVICE CLUB MEMBERSHIP TERMS AND CONDITIONS

Please read carefully.

This Service Agreement

Your Service Agreement ("Service Agreement") consists of these terms and conditions as well as Your Customer Enrollment Form, which lists important information about Your coverage ("Enrollment Form") and is the entire agreement between You and Us.

This Service Agreement provides certain coverage for various items for Your heat pump/air conditioning system ("Heat Pump/Cooling System"), and heating system ("Heating System"), (collectively "System(s)"). The System(s) that You have coverage for are listed on Your Enrollment Form. This is not an insurance policy.

This Service Agreement is between you, the Service Agreement holder listed on the Enrollment Form ("You" or "Your") and us, Olympic Aire Services, Inc. ("Us", "We", "Our", "Olympic Aire"), the entity obligated to provide service, which is a subsidiary of HomeServe USA Corp. ("HomeServe"). We are responsible for providing Your benefits.

How can You contact Us?

4384 Hackett Place, White Plains, MD 20695

(301) 638-1118, Available: 8am - 5pm Monday-Friday (EST)

Answering service for after-hours or weekends

Eligibility

Who is eligible for this coverage?

Owners of:

- A residential property with an address within Our service area that is registered with the United States Postal Service ("Home").
- Air conditioner(s), heat pump(s), ductless split(s), oil furnace(s), gas/propane furnace(s), electric furnace(s), and boiler(s).

If You own a multifamily Home or multiple housing units, You must provide the specific mailing address for each Service Agreement You purchase.

If You own more than 1 System but do not purchase a Service Agreement for each, You must designate which System(s) this Service Agreement should cover when You enroll.

Who is not eligible for this coverage?

Owners of:

- System(s) shared with a third party
- Recreational vehicles or homes intended to be moved

Coverage

Please see Your Enrollment Form for which plan You are enrolled in.

What is included?

Silver Plan:

- Priority service over customers without a Service Agreement ("Priority Service")
- Guaranteed service within 24 hours when request is received during normal business hours
- The following discounts when compared to pricing for customers without a Service Agreement ("Discount(s)"):
 - 20% off service and repairs
 - 10% off new equipment installations

- 10% off indoor air quality products and services
- \$50 off diagnostic fees

- 1 inspection ("Inspection(s)") per Term for Your Heat Pump/Cooling System to be completed in the spring, with a seasonal reminder

Gold Plan:

- Priority Service
- Guaranteed same day service for standard repairs
- The following Discounts:
 - 20% off service and repairs
 - 10% off new heating and heat pump/cooling equipment installations
 - 10% off indoor air quality products and services
 - \$50 off diagnostic fees
- 2 Inspections per Term (1 for Heat Pump/Cooling System and 1 for Heating System) with seasonal reminders

Inspections include the following (as applicable to Your System):

- | | |
|---|--|
| <ul style="list-style-type: none">• Check thermostat (level)• Check thermostat calibration• Check blower motor amperage• Check electric heat strip amperage• Check for air leaks at plenum• Check all accessible ductwork for air leakage• Inspect indoor blower assembly• Clean flame sensor• Clean condensing furnace trap• Check accessible evaporator coil and brush clean, if necessary (difficult access charges may apply)• Check compressor amps• Inspect furnace room for proper combustion air• Check visible parts of heat exchanger for cracks (heating check only)• Check condensate pump operation | <ul style="list-style-type: none">• Check all safety controls• Check condenser motor fan amperage• Wash permanent filter, change standard disposable filters (labor and filter), and change pleated filter (labor only)• Check all electrical connections• Check system for proper refrigerant charge• Inspect condenser coil• Check contactor points• Check all capacitors for proper rating• Check for excessive System vibration• Check final performance• Check all defrost controls• Check the crankcase heater• Check if outdoor unit is level, per manufacturer's specifications Flush or blowout condensate lines• Check static pressure for proper air flow once per Term• Check temperature split at evaporator coil |
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Your System(s) must be performing its fundamental operation(s) in normal service for all points of the Inspection(s) to be provided.

Discounts cannot be combined with other offers.

We will determine at Our sole discretion whether non-functioning materials and parts will be repaired or replaced. If, in Our sole discretion, Your System is not economically repairable We will provide You with a quote for replacement of Your System. Until Your System has been replaced, no further work on that System will be provided to You under this Service Agreement.

Exclusions

What is not covered?

1. **Damages, losses, or expenses due to negligence or otherwise, caused by: You or any person or entity other than Us.**
2. **Excluded Damages (see "Limits of liability"), for example damages necessary to access the repair area. Your rights and remedies may vary depending on the state where Your property is located.**
3. **Assessing, remediating or abating mold or notifying You of any mold that may be present in Your Home.**
4. **Any work that is not expressly stated to be covered in "What is included?".**

Service

How can You request service?

Call Us and a service representative will schedule an appointment with You. Technicians must have safe and clear access to, and safe working conditions at and around the work area. In order to request service, 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 the Enrollment Form ("Price"). You are responsible for any charges not covered by this Service Agreement.

When will work be scheduled?

During regular business hours, meaning:

- Monday – Friday 8:00am-4:00pm EST (work outside of these hours may be subject to additional charges payable by You).

Heat Pump/Cooling System Inspections will be completed from April – June. Heating System Inspections will be completed from October – December.

What guarantee do We provide?

For 30 days, We will arrange, at Our expense and choice, for repair or replacement of repairs We perform under this Service Agreement which are defective in materials or workmanship ("Repair Guarantee"). We disclaim any and all statutory or common law warranties (whether express or implied) other than the Repair Guarantee and any implied warranties that cannot be excluded under applicable law.

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 Enrollment Form ("Start Date") and continues for 12 months ("Term").

Can You cancel?

You may cancel at any time by: i) calling Us at 301-638-1118; ii) by emailing Us at service@olympicaire.com; iii) faxing Us at 301-638-1366; or iv) mailing Us at 4384 Hackett Place, White Plains, MD 20695.

- If You cancel within 30 days of the Start Date, You will receive a full refund less the cost of any Inspections or Discounts provided.
- If You cancel more than 30 days after the Start Date, You will receive a pro-rata refund less the cost of any Inspections or Discounts provided.

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 are ineligible for this coverage; or (c) 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 the cost of any Inspections or Discounts provided. In all other cases You will get a pro-rata refund less the cost of any Inspections or Discounts provided.

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?

If You pay monthly, and 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. If You pay annually, Your Service Agreement will not automatically renew.

Other terms

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 Enrollment Form ("Email Address"). To update Your Email Address or discontinue electronic delivery of Your documents You can call Us.

Privacy policy

We are serious about the private nature of Your personal data. Please read Our Privacy Policy, a link to which can be found at the bottom of every page at <https://www.olympicaire.com>, carefully to fully understand how We collect, share, and protect personal data about You. You can also call Us 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

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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

If You move to a new Home, please contact Us as soon as possible to discuss Your options to 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.

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 cost of work provided for in the "What is included?" section of this Service Agreement, relating to any work 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 work 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, OLYMPIC AIRE 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 OLYMPIC AIRE 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 Olympic Aire or HomeServe. In addition, this arbitration agreement covers any claims or causes of action against Olympic Aire 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. Olympic Aire 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 WAIVING YOUR RIGHT TO PROCEED IN COURT.

F. IF FOR ANY REASON A CLAIM OR DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, OLYMPIC AIRE 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 Olympic Aire or HomeServe.

State variations

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

For customers in Maryland: If You cancel within 30 days of the Start Date and the refund is not paid or credited within 45 days of the date of cancellation, a 10% penalty will be added to the refund for every 30 days the refund is not paid. If Your Service Agreement expires while approved work is being carried out, this Service Agreement will be extended until the work has been completed.