

**IMPORTANT:**

This Agreement contains the terms and conditions for all service plans available. **Please see your Letter for a list of your enrolled coverages. Please review the general sections that apply to all service plans, as well as sections that apply to the specific service plan you are enrolled in, to ensure that you understand each provision. Only the general sections and the sections specific to your coverage(s) apply.**

**THIS AGREEMENT MAY AFFECT YOUR RIGHTS. PLEASE REVIEW IT CAREFULLY. In particular, please review the arbitration agreement set forth in Section 16 below. It requires you to resolve any disputes with the Company regarding your Plan(s) through individual arbitration or small claims court. You will not be allowed to resolve any disputes with the Company about your Plan(s) through a jury trial or a class action.**

## 1. Agreement Definitions

Throughout this document, when capitalized, certain words and phrases are defined as follows:

**Agreement** means this document and the Letter. It describes the terms, conditions, and exclusions (i.e., losses not covered under Your Plan) that apply.

**Annual Limit(s)** means the maximum amount of coverage per annual term as specified in Section 5 and 6 below.

**Authorized Servicers** means an authorized contractor from Company’s network of approved service contractors, as provided to You by Company.

**Blockage or Clog** means an obstruction in the Outside Sewer Line that makes the movement or flow of wastewater difficult or impossible. A clog or blockage is not merely the Drainage System in Your home running slowly, but rather must be significant enough to prevent wastewater from passing through the Outside Sewer Line.

**Commencement Date** means the commencement date listed on the Letter.

**Company** means Pivotal Home Solutions LLC 1751 W Diehl Road, Suite 200, Naperville, IL 60563.

**Covered Product** means the products that are included in the Plan(s) You have selected for coverage under this Agreement, as indicated under the Plan(s) Enrolled section of the Letter.

**Customer, You and Your** refers to the party listed on the Letter as the Agreement holder.

**Deemed or Deem(s)** means when Company or an Authorized Servicer determines that the Covered Product is not repairable or that the cost of such repairs exceeds 75% of the value of the Covered Product and Company elects not to repair the Covered Product and instead to reimburse an amount up to the applicable Incident and Annual Limits.

**Demand** means specific relief sought as identified in the Notice of Dispute

**Electrical Surge** means a burst of excessive electricity on a circuit which can lead to the acceleration of the wear and tear on Electrical Products resulting in appliance, device or system failure and/or increased repairs and repair costs.

**Incident Limit(s)** means the maximum amount of coverage per service call as specified in Section 5 below.

**Letter** means the letter accompanying this Agreement that specifies Customer name, Service Address, plans enrolled, etc. The Letter contains important information, is an integral part of this Agreement, and is incorporated herein by reference.

**Notice Address** means Legal Department, Pivotal Home Solutions LLC, 1751 W. Diehl Road, Suite 200, Naperville, IL 60563

**Notice of Dispute** means a written notice sent to the Notice Address by certified mail that describes the nature and basis of the claim or dispute and specific relief sought by a party who intends to seek arbitration.

**Plan(s)** means the packages You have selected for coverage under this Agreement, as indicated under the Plan(s) Enrolled section of the Letter.

**Qualified Service Provider** means a licensed specialist involved in accessing or repairing damage to the product or system on a regular and ongoing basis.

**Repair Coverage** means coverage for parts and labor costs to repair a Covered Product for a breakdown resulting from defects in workmanship, damage due to normal wear and tear or a mechanical or electrical failure of any Covered Product located inside the confines of the main foundation of the home or garage (except for as indicated in Section 5 below), up to the Incident and/or Annual Limits identified in Section 5 and 6 below for such Covered Product.

**Replacement Coverage** means coverage to replace a Covered Product with a new comparable unit in the event that the Covered Product is Deemed, as specified in Section 3 below.

**Service Address** means the service address identified on the Letter.

**Unauthorized Servicers** means servicers who are outside of Company’s network of Authorized Servicers.

## 2. Coverage

Your enrollment under this Agreement only covers the Covered Products at the Service Address as specified herein. Your provider is Company. **COMPANY RESERVES THE RIGHT TO MODIFY ANY TERMS IN THIS AGREEMENT, INCLUDING PRICE, WITH PRIOR NOTICE TO YOU; PROVIDED HOWEVER, THAT THIS AGREEMENT MAY BE ASSIGNED BY COMPANY WITHOUT PRIOR NOTICE TO YOU, AND SUCH ASSIGNMENT SHALL NOT CONSTITUTE A CHANGE IN THE TERMS OF THIS AGREEMENT.**

## 3. To Obtain Service on Covered Products

This Agreement covers all available Plans. **Some of the Plans described in this Agreement may not be available in all areas the Company serves.** This Section details the process to obtain service for a Covered Product as described in Section 5 below. For details on the claims process for damage to an Electrical Product due to an Electrical Surge please see Section 6.

In order to be covered by a Plan, all equipment must: (a) be installed to meet local, state and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be in good working condition at the time of enrollment. Coverage is for owned or rented residential-use property, not commercial property or residential property converted into or utilized as a business or commercial property. If this is a rental property, as a renter you have done your due diligence to ensure you are authorized to make repairs to the rented property. By permitting the Customer to enroll in a Plan, the Company does not make any express or implied warranties concerning the Customer’s existing equipment or conditions. The Company may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met. At its discretion, the Company also reserves the right to deny reinstatement in a Plan.

**If the Service Address has more than one appliance of a particular type, (e.g., two refrigerators) and only one Plan covering that type of appliance, the Plan**

**will only include Repair and/or Replacement to the first appliance that requires service, including any renewal terms, hereunder. Repair and/or Replacement Coverage limits shall be those limits in effect at the time You notify Company of a breakdown of the Covered Product.**

You must call Company at the toll-free number listed on the Letter prior to having service and to request service. You must notify Company of a breakdown of a Covered Product as soon as the problem is discovered. Notice of any malfunction must be given to Company prior to the expiration of this Agreement. All service must be authorized in advance. You must utilize an Authorized Servicer. **Company will not reimburse you for work done by Unauthorized Servicers or for services performed without Company's prior authorization.** Unauthorized repairs may void this Agreement. Company has the sole and absolute right to select the Authorized Servicer to perform the service. Normal business hours for service are Monday through Friday, from 8 a.m. to 5 p.m. local time. Repairs may be performed outside of normal business hours and on holidays at Company's sole discretion, but such repairs will be charged at a higher labor rate, possibly exhausting your Incident and/or Annual Limit sooner than repairs performed during normal business hours. The Customer is required to provide Authorized Servicer with safe and reasonable access to all appliances, systems and lines (inside and/or outside). Service may be denied until safe and reasonable access is provided by Customer. Company will provide the Authorized Servicer with Your name and telephone number and the Authorized Servicer will contact You directly to set up an appointment to make a service call. If You would prefer to call the Authorized Servicer directly, Company will provide the Authorized Servicer's contact information to You upon request. Service will be provided at Your Service Address only, but a Covered Product or part thereof may need to be removed from the premises for repair or replacement. If removal is required, the expense of removal and reinstallation will be covered by this Agreement, subject to the applicable Incident and/or Annual Limits. COMPATIBLE OR SUBSTITUTE MANUFACTURER'S PARTS MAY BE USED FOR REPAIR OF THE COVERED PRODUCT IF ORIGINAL PARTS ARE UNAVAILABLE OR MORE COSTLY. In situations where Company informs You that an Authorized Servicer is not available, You may be authorized for repairs done as a "Customer Reimbursement". This means You will pay for repairs and submit the invoice to Company for reimbursement and may be reimbursed the cost of covered repairs up to Your Plan Limits. Your Agreement must be active and You must be current on all payments in order to receive such Customer Reimbursement under the terms of this Agreement.

If the Plan selected includes Replacement Coverage in Section 5 below, then Company has the sole right to determine, according to the terms of this Agreement, whether a Covered Product will be repaired or Deemed. In the event that Company or an Authorized Servicer Deems a Covered Product irreparable this shall be noted on the work order from Company or the Authorized Servicer, and You must replace such Covered Product with a new comparable unit based on operating features and submit Your proof of Your payment for the new covered product, invoice Deeming the Covered Product, along with **ALL** other required documentation, to Company within one (1) year of the date on which such Covered Product is Deemed for Company approval in order to receive Your reimbursement (up to applicable Incident and Annual Limits) under this Agreement. Such Incident and Annual Limits shall be those limits in effect at the time the Covered Product is Deemed and shall not include any installation, shipping, handling, or delivery costs. Your Agreement must be active and You must be current on all payments in order to receive reimbursement under the terms of this Agreement. Company may set-off against any reimbursement payable pursuant to this section any and all amounts due from You under this Agreement.

#### 4. Term of Coverage

**THIS AGREEMENT IS FOR A TERM OF 12 MONTHS, BEGINNING ON THE COMMENCEMENT DATE. AT THE END OF EACH TWELVE (12) MONTH TERM, THIS AGREEMENT WILL BE AUTOMATICALLY RENEWED FOR AN ADDITIONAL TWELVE (12) MONTH TERM UNLESS YOU NOTIFY COMPANY AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE TERM THAT YOU DO NOT WISH TO RENEW. YOU MAY ALSO CANCEL THIS AGREEMENT AT ANY TIME AS DESCRIBED IN**

**SECTION 9 BELOW.** Each twelve (12) month period will be treated as a separate annual term for purposes of this Agreement.

#### 5. Covered Products

This Agreement covers parts and labor costs resulting from defects in workmanship, damage due to normal wear and tear or a mechanical or electrical failure of any Covered Product located inside the confines of the main foundation of the home or garage (except for as indicated below), up to the Incident and/or Annual Limits identified below for such Covered Product. The following items labeled "Included" are covered under this Agreement except; certain standard exclusions and limitations of liability apply to all Covered Products (see Section 12 and 13). Items labeled "Excluded" below are not covered under this Agreement. The Incident and Annual Limits for each Covered Product are noted below. **Please note: this Agreement covers only one of each Covered Product listed below (any additional units that You would like coverage for must be added separately to this Agreement at an additional cost).**

##### 5.1 If you have any of the following package Plan(s):

**Laundry Room Repair (Clothes Washer, Clothes Dryer) , Kitchen Essentials (Refrigerator, Range or Wall Oven/Cooktop), ("Package Plan") the combined Annual Limit for all Covered Products included in the Package Plan is limited to up to \$2,000 for Repair Coverage and/or Replacement coverage regardless of any different limits noted below**

##### 5.2 Clothes Washer

**Incident Limit: up to \$400 per incident Repair Coverage and/or Replacement Coverage; Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage unless this coverage is included within a Package Plan listed in section 5.1 in which case the Package Plan limit applies**

**INCLUDED:** All non-functioning components, parts, and hardware except:

**EXCLUDED:** Exclusions include, but are not limited to; Plastic mini-tubs – Filter screens – Damage to clothing – Drawers – Missing Parts – Coin operated units – Multi-media or WiFi enabled mechanisms.

##### 5.3 Clothes Dryer

**Incident Limit: up to \$400 per incident Repair Coverage and/or Replacement Coverage**

**Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage unless this coverage is included within a Package Plan listed in section 5.1 in which case the Package Plan limit applies.**

**INCLUDED:** All non-functioning components, parts, and hardware except:

**EXCLUDED:** Exclusions include, but are not limited to; Venting – Damage to clothing – Racks – Drawers – Dryer cabinet odor/humidity center, hangers, shelves, rods, hooks, and cabinet liner – Missing Parts – Coin operated units – Multi-media or WiFi enabled mechanisms – Exhaust system.

##### 5.4 Refrigerator

**Incident Limit: up to \$400 per incident Repair Coverage and/or Replacement Coverage**

**Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage unless this coverage is included within a Package Plan listed in section 5.1 in which case the Package Plan limit applies.**

**INCLUDED:** All non-functioning components, parts and hardware, including integral freezer unit, ice maker and ice and water dispenser, except:

**EXCLUDED:** Exclusions include, but are not limited to; Racks – Shelves – Water lines and valves located outside of unit – Interior thermal shells/insulation –

Freezers which are not a built-in unit or an integral part of the refrigerator – Food spoilage – Multi-media or WiFi enabled mechanisms – Wine chillers.

#### 5.5 Range or Wall Oven/Cooktop

**Incident Limit: up to \$400 per incident Repair Coverage and/or Replacement Coverage**

**Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage unless this coverage is included within a Package Plan listed in section 5.1 in which case the Package Plan limit applies**

**INCLUDED:** All non-functioning components, parts, and hardware except:

**EXCLUDED:** Exclusions include, but are not limited to; Clocks (unless they affect the cooking function of the oven) – Meat probe assemblies – Rotisseries – Racks – Lighting and Handles – Missing Parts – Exhaust system – Multi-media or WiFi enabled mechanisms.

#### 5.6 Dishwasher

**Incident Limit: up to \$400 per incident Repair Coverage and/or Replacement Coverage**

**Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage unless this coverage is included within a Package Plan listed in section 5.1 in which case the Package Plan limit applies**

**INCLUDED:** All non-functioning components, parts, and hardware except:

**EXCLUDED:** Exclusions include, but are not limited to; Racks – Shelves – Water lines – Components – Missing Parts – Multi-media or WiFi enabled mechanisms.

#### 5.7 Built-in Microwave Oven

**Incident Limit: up to \$400 per incident Repair Coverage and/or Replacement Coverage**

**Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage unless this coverage is included within a Package Plan listed in section 5.1 in which case the Package Plan limit applies**

**INCLUDED:** All non-functioning components, parts, and hardware except:

**EXCLUDED:** Exclusions include, but are not limited to; Interior linings – Glass – Clocks (unless they affect the cooking function of the microwave) – Racks – Shelves – Portable or counter top units – Meat probe assemblies – Rotisseries – Lighting – Missing Parts – Arching – Exhaust system – Multi-media or WiFi enabled mechanisms.

#### 5.8 Garbage Disposal

**Incident Limit: up to \$400 per incident Repair Coverage and/or Replacement Coverage**

**Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage unless this coverage is included within a Package Plan listed in section 5.1 in which case the Package Plan limit applies**

**INCLUDED:** All non-functioning components, parts, and hardware except:

**EXCLUDED:** Exclusions include, but are not limited to; Problems and/or jams caused by bones and foreign objects other than food – Missing Parts.

#### 5.9 Freezer

**Incident Limit: up to \$400 per incident Repair Coverage and/or Replacement Coverage**

**Annual Limit: up to \$2,000 total for Repair Coverage and/or Replacement Coverage unless this coverage is included within a Package Plan listed in section 5.1 in which case the Package Plan limit applies**

**INCLUDED:** All non-functioning components, parts, and hardware except:

**EXCLUDED:** Exclusions include, but are not limited to; Racks – Shelves – Water lines and valve to ice maker – Interior thermal shells/insulation – Food spoilage – Multi-media center or audio/ visual equipment and internet connection – mini freezer – Components – Filters – Lighting and handles – Missing Parts – Multi-media or WiFi enabled mechanisms.

#### 5.10 Kitchen Protection Plan

**INCLUDED:** The Plan provides service described under the following Plans: Refrigerator, Range or Wall Oven/Cooktop, Dishwasher, Garbage Disposal and Built-in Microwave (see individual Plan descriptions for details), except:

**EXCLUDED:** Exclusions include, but are not limited to the exclusions and limitations listed under the following Plans: Refrigerator, Range or Wall Oven/Cooktop, Dishwasher, Garbage Disposal and Built-in Microwave (see individual Plan descriptions for details)

#### 6. Surge Protection Coverage and Claims Process

This Agreement only covers reimbursement for the repair or replacement of Electrical Products inside Your residence and owned by You at the Service Address that fail due to the normal wear and tear due to Electrical Surges, except that certain standard exclusions and limitations of liability apply to Electrical Products (See Sections 12 and 13). Exclusions include, but are not limited to: Any Electrical Product outside Your residence such as Detached garages, Septic/Well pumps, Air Conditioner or Heat Pumps, Generators, Pools, Electric dog fences, Electric cars, Surveillance equipment -. Coverage for Electrical Products that are damaged by any reason other than an Electrical Surge and costs incurred as a result of an Electrical Surge, such as recovery expenses, programming, data recovery, program installation or reconfiguration are expressly excluded from coverage under this Agreement. **Company will not reimburse You for the repair or replacement of any Electrical Product if such Electrical Product's replacement cost is less than \$100.**

##### 6.1 Surge Protection (also referred to as Electronics Surge Protection)

**The Annual Limits available include: up to \$2,000, \$4,000, \$5,000, \$6,000, \$8,000 or \$10,000. See Letter for Your selected Annual Limit.**

**INCLUDED:** Electrical Products covered in plan are electrical appliances, electrical in-home electronics, electrical systems and other electrical devices valued \$100 or more, except:

**EXCLUDED:** Real property, items not damaged by a surge and damage to electrical systems, including fuse boxes or circuit breakers, or damage to heating, ventilation or cooling systems.

##### 6.2 The following identifies the claims process that MUST be followed in order to seek reimbursement for repairs or replacement costs of Electrical Products:

1. You must notify Company as soon as the problem is discovered but no later than thirty (30) days of an Electrical Surge incident to request a claim form be sent to You. The claim form must be completed in full and returned with a copy of a Qualified Service Provider's invoice within thirty (30) days from Your receipt of the claim form. Company reserves the right in all cases to decide if a particular service provider is qualified. The invoice must be on business letterhead including name, address and telephone number of the Qualified Service Provider as well as a complete description of damages and associated repair charges. Such invoice MUST also indicate that the damages and associated repairs resulted from an Electrical Surge incident.

2. If an item cannot be repaired, Company will reimburse for the replacement value of the Electrical Product subject to applicable Annual Limits and other

restrictions, as applicable, as indicated herein. You must replace such Electrical Product with a new comparable unit based on operating features and like quality product available on the market at the time of the Electrical Surge incident. Proof of Your payment for the replacement item must be included in Your documentation.

3. All diagnostic fees to determine that damage is due to an Electrical Surge are payable by You directly to the Qualified Service Provider and will be reimbursed by Company, up to applicable Annual Limits, as long as those diagnostic fees are usual and customary for the area, as determined by Company.

**COMPANY WILL NOT REIMBURSE YOU FOR REPAIR OR REPLACEMENT OF ANY ELECTRICAL PRODUCT WITHOUT COMPLETION OF THE INDICATED CLAIM PROCESS AS STATED ABOVE.**

**7. Administrator/Obligor**

The administrator of this Agreement is Company or a company designated by Company. For information regarding the administrator contact Company. Company is the obligor and is financially and legally obligated under the terms of this Agreement.

**8. Price/Billing**

The amount of Your Agreement charge, billing frequency, and billing method is shown on the Letter. No finance charges are added. The initial charge will be submitted for billing within five (5) business days of the Commencement Date. If applicable, subsequent charges will be submitted for billing on or about the same day of the month as your initial charge was submitted. The timing of this charge appearing on Your billing statement will vary based on the billing method chosen. The charge for this Agreement on Your authorized billing method shall serve as the invoice for this Agreement. **YOUR PAYMENT FOR THIS AGREEMENT WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT.** Any past-due balances under this Agreement may be subject to a monthly late payment fee of one and one-half percent (1 1/2%) of the past-due balance. You must pre-pay for the Plan. Coverage under this Agreement is suspended at the end of the pre-pay period in the event of non-payment. You must be current on all payments in order to be covered under this Agreement. Company may terminate this Agreement at any time in the event that You fail to make timely payments. On notice to You, Company may change the means in which You are invoiced and billed for this Agreement. If Your billing method is a utility bill, Your payments will be applied in accordance with the utility's prioritization of payments schedule. If You have more than one agreement with Company Your payments will be applied to Your oldest outstanding charge(s) with Company first, unless otherwise specified by You. If You are enrolled in the Company's Autopay Program the Terms of Authorization you received when enrolling in Autopay govern Your access to, and use of, the Autopay Program.

**9. Cancellation**

You may cancel this Agreement at any time as described below by calling the toll-free number listed on the Letter or providing cancellation in writing to: PHSHOSOnlineCancellations@amwater.com or Warranty Program, P.O. Box 3042, Naperville, Illinois 60566-7042. If Your enrollment was completed online, You may cancel this Agreement online by visiting Company website at <https://www.yourhomesolutions.com/ibex-pge>. Company may cancel this Agreement prior to the end of the current twelve (12) month term for fraud, exploitation of program, abuse, material misrepresentation, non-payment by You, for violation of any of the terms and conditions of this Agreement, unsafe working conditions, or if required to do so by any regulatory authority. If either You or Company cancels this Agreement within thirty (30) days (sixty (60) days if the Covered Product under this Agreement is Garbage Disposal) from the date You received this Agreement and You have not made any request for service hereunder, You will receive a full refund of the Agreement purchase price paid by You. If You or Company cancels this Agreement after thirty (30) days (sixty (60) days if the Covered Product under this Agreement is Garbage Disposal) from the date You received this

Agreement but before the annual coverage term ends, You shall receive a refund of any advance payments for coverage less the cost of any service received under this Agreement, if any, that You have made for the period of time beyond the effective date of the cancellation of this Agreement.

**10. Change of Service Address**

If You move to a new location this Agreement will terminate and a new Agreement may initiate, at the sole discretion of Company, at Your new Service Address unless You notify Company by calling the toll-free number listed on the Letter. Company reserves the right to inspect the products and systems in Your new home prior to coverage becoming effective.

**11. Limitation of Liability**

TO THE FULLEST EXTENT ALLOWED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOST PROFITS INCURRED BY THE CUSTOMER, OR ANYONE ELSE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, THE COMPANY'S LIABILITY UNDER THIS AGREEMENT, THE TERMS AND CONDITIONS, THE PLAN(S) AND/OR ARISING FROM OR RELATING TO THE SERVICES PROVIDED THEREUNDER IS LIMITED TO THREE TIMES THE AMOUNT PAID UNDER THE PLAN(S) BY THE CUSTOMER DURING THE PREVIOUS 12 MONTHS. THE COMPANY WILL NOT BE LIABLE FOR DAMAGES OR LOSSES INCURRED BY THE CUSTOMER OR ANYONE ELSE CAUSED BY OR RELATING TO UNAVOIDABLE DELAYS, FAILURE TO SERVICE, AND UNAVAILABILITY OF PARTS, EQUIPMENT FAILURE, WEATHER CONDITIONS, WORK STOPPAGE, STRIKE OR OTHER CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL. COMPANY AND ITS AFFILIATES ARE NOT THE MANUFACTURER OF THE PRODUCTS OR SYSTEMS COVERED UNDER THIS AGREEMENT AND THEREFORE THIS AGREEMENT IS NOT A WARRANTY, GUARANTEE OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS COVERED BY COMPANY AND NO SUCH WARRANTY SHOULD BE IMPLIED FROM THIS AGREEMENT

**12. What Is Not Covered**

(1) Cosmetic damage; (2) The Plans do not cover preventive maintenance (except for any Maintenance Coverage purchased) or any work intended to prevent equipment failure from occurring in the future, such as seasonal pilot re-lighting, seasonal boiler system bleeding, tune-ups or, inspections; (3) Damage from accident, abuse, misuse, introduction of foreign objects into the product or system, unauthorized modifications or alterations, failure to follow the manufacturer's instructions or recommended maintenance, faulty wiring, improper or incomplete installation, power or water supply outages, third party actions or the elements or acts of God (including but not limited to: fire, flood, freezing, landslides or sinkholes, collision, vandalism, theft, infestation, damage caused by animals, rust, corrosion etc.); a manufacturer's recall, manufacturer's defect or retrofit, civil unrest, war or terrorism. (4) Accessories and supplies (including, without limitation: batteries, remote controls, external power supplies, bulbs, spark plugs, filters, cartridges, water panel pad) or missing parts of any kind; (5) Any product or system which was not in good working order, or any defect in or problem with any product or system, existing when coverage under this Agreement began (i.e. Pre-existing condition); (6) Items that cannot be replaced with like kind and quality on the current retail market (e.g. antiques); (7) Items owned by third parties and not the responsibility of You (e.g. cable provider DVR); (8) All Covered Products must be readily accessible. Any damage caused, or costs incurred, to gain access to inaccessible Covered Products, including restoration costs such as plaster, drywall, paint, or concrete except as provided in the Terms and Conditions applicable to a specific Plan is the responsibility of the customer. (9) Any property, product or system being used for commercial purposes. (10) Bringing non-complying equipment into compliance with local, state, or federal codes. (11) Services which involve the handling, disturbance, disposal,

or cleanup of hazardous or toxic materials, such as lead, asbestos, mercury or anti-freeze. (12) Repairs by a third party or the Customer (13) Any dwellings that are not currently in use due to construction, rehabilitation or renovation, including dwellings that do not possess a current Certificate of Occupancy. (14) Damages You incur due to any special circumstances or conditions. (15) Delivery, shipping or handling fees (16) Replacing filters; (17) Portable units (18) Replenishment of refrigerant in excess of two (2) pounds or over \$100 per annual term for parts and labor for all Covered Products for this Agreement; (19) Electronic, computerized, or other home management and/or automation systems.

### 13. Entire Agreement

This Agreement, including the Letter, terms, conditions, limitations, exceptions and exclusions, and the information identifying the Covered Products and Your charge, constitutes the entire Agreement. The laws of the State of Illinois, without giving effect to its choice-of-law principles, shall govern all matters arising under or relating to this Agreement. If any provision of the Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining provisions, which shall remain in full force and effect. Headings/captions are for convenience only. The waiver or failure of the Company to exercise any right in connection with the Agreement shall not be deemed a waiver of any further right thereof.

### 14. Other Terms

You authorize Company to share account and payment status history, and related information about You, and You further authorize Company to provide such information to third parties, such as suppliers and service providers, as may be required by contract or law, and/or in accordance with federal or state privacy laws (including, among other things, the California Consumer Privacy Act, California Consumer Privacy Act of 2018 (Cal. Civ. Code §§ 1798.100 to 1798.199), and allow for such information to be utilized to offer other products and services of Company and its affiliates to You. You may learn more about the information that we collect about you, along with your privacy rights and how to exercise them at <https://yourhomesolutions.com/pages/privacy-policy>. Company reserves the right to amend this Agreement due to regulatory or procedural changes that may affect its ability to perform under this Agreement. You acknowledge that you did not rely on any oral representations other than such as are reflected in writing herein. **This Agreement may not be assigned/transferred by You;** this Agreement may only be assigned/transferred by Company. Should a discrepancy arise between the English and Spanish versions of this Agreement in the interpretation of a given issue, the English version will take precedence in all matters. The obligations of the provider under this Agreement are guaranteed under a reimbursement insurance policy. If the provider fails to perform or make any payment due under the terms of this Agreement within sixty (60) days after You have made a request for performance or payment pursuant to the terms of this Agreement, You may request performance or payment directly from the provider's reimbursement insurance policy insurer, including, but not limited to, any obligation to refund You money pursuant to the cancellation provisions of Section 9 hereof. The provider's reimbursement insurance policy insurer is: Virginia Surety Company, Inc. 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604 (312) 356-3000.

### 15. Dispute Resolution

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.**

#### 15.1 Dispute Resolution By Binding Arbitration

If You have not received any reimbursement to which You believe You are entitled or are otherwise dissatisfied with service under this Agreement, please call our customer service department at (888) 636-1794. **In the unlikely event that Company' customer service department is unable to resolve a complaint You may have to your satisfaction (or if Company has not been able to resolve a**

**dispute it has with you after attempting to do so informally), we each agree to resolve those disputes exclusively through binding arbitration or small claims court.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, Company will pay all costs of the arbitration. Moreover, in arbitration You are entitled to recover attorneys' fees from Company to at least the same extent as You would be in court.

In addition, under certain circumstances (as explained below in Section 16.2), Company will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what Company has offered You to settle the dispute.

#### 15.2 Arbitration Agreement

(A) Company and You agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior agreement (including, but not limited to, claims related to advertising);
- claims that are currently the subject of pending litigation, including claims that are currently the subject of purported class action litigation in which You are, or are not, a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Company", "we", "our", "you", and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Company on Your behalf. **You agree that, by entering into this Agreement, You and Company are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(B) **Right to Opt-Out of this Arbitration Provision.** IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION, YOU HAVE THE RIGHT TO EXCLUDE YOURSELF. Opting out of the arbitration provision will have no adverse effect on your relationship with Company or the delivery of service(s) to You by Company. In order to exclude Yourself from the arbitration provision, You must notify Company in writing within thirty (30) days of the date that You initially received this Agreement upon enrollment in the Plan(s). To be effective, timely written notice of opt out must be delivered to: Legal Department, Company, 1751 W. Diehl Road, Suite 200, Naperville, Illinois 60563, and must include Your name, service address, and account number, as well as a clear statement that You do not wish to resolve disputes with Company through arbitration. If You have previously notified Company that You wish to opt-out of arbitration, You are not required to do so again. Any opt-out request postmarked after the opt-out deadline or that fails to satisfy the other requirements above will not be valid, and You must pursue Your Claim in arbitration or small claims court.

(C) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute. The Notice of Dispute to Company should be addressed to: Legal Department, Company, 1751 Diehl Road, Suite 200, Naperville,

IL 60563 ("Notice Address"). The Notice of Dispute must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the Demand. If Company and You do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Dispute is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Company or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or Company is entitled. You may download or copy a form Notice of Dispute and a form to initiate arbitration at [www.pivotal-homesolutions.com/dispute](http://www.pivotal-homesolutions.com/dispute).

(D) After Company receives Notice of Dispute at the Notice Address that You have commenced arbitration, it will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than \$75,000 (if You are unable to pay the filing fee, Company will pay it directly upon receiving a written request at the Notice Address). The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [www.pivotal-homesolutions.com/dispute](http://www.pivotal-homesolutions.com/dispute). The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Company and You agree otherwise, any arbitration hearings will take place in the county (or parish) of Your billing address. If Your claim is for \$10,000 or less, Company agrees that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Company will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Company for all monies previously disbursed by it that are otherwise Your obligation to pay under the AAA Rules. In addition, if You initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(E) If, after finding in Your favor in any respect on the merits of your claim, the arbitrator issues You an award that is greater than the value of Company's last written settlement offer made before an arbitrator was selected, then Company will:

- pay You the amount of the award or \$5,000 ("the alternative payment"), whichever is greater; and
- pay Your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration ("the attorney premium").

If Company did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(F) The right to attorneys' fees and expenses discussed in paragraph (D) supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs.

Although under some laws Company may have a right to an award of attorneys' fees and expenses if it prevails in arbitration, Company agrees that it will not seek such an award.

(G) The arbitrator may award declaratory 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. **YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(H) Notwithstanding any provision in this Agreement to the contrary, we agree that if Company makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, You may reject any such change by sending Company written notice within thirty (30) days of the change to the Notice Address provided above. By rejecting any future change, You are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.