

HOME SERVICE AGREEMENT

This is a Home Service Agreement, **not** an insurance policy. This Home Service Agreement, hereinafter referred to as the "Agreement", is issued by the entity listed for your state on the Plan Coverage Summary Page. Such entity is hereinafter referred to as the "Issuing Company", or "we", "us", and/or "our". The owner of the home covered by this Agreement is hereinafter referred to as "you" and/or "your".

IMPORTANT INFORMATION ABOUT YOUR PLAN COVERAGE SUMMARY:

Your Plan Coverage Summary page is attached to and is part of this Agreement. It is important to review because your coverage includes only certain mechanical failures of the specific items listed as covered on your Plan Coverage Summary page. Coverage is subject to the limitations and conditions specified in this Agreement.

This Agreement has provisions for the use of final and binding arbitration to resolve disputes and otherwise limits the remedies available to you. Please see the DISPUTE RESOLUTION section for more information about arbitration.

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I. Terminology to Know

- **"Electrical Surge"** means a burst of excessive electricity on a circuit which can lead to the failure of and/or acceleration of the wear and tear on electrical products, appliances, devices or systems. May be caused by natural or man-made events including lightning strikes, power returning after an outage or wildlife interfering with power lines, and Covered Items cycling on and off.
- **"Qualified Service Provider"** is defined as a licensed trade specialist involved in assessing or repairing damage to the covered items located within the covered residence.
- **"Covered Items"** means electronic equipment that is owned by you and located within the interior of Your Primary Residence.
- **"Loss"** means the sudden and accidental physical loss caused directly by lightning or an increase of artificially generated electrical current from outside of the home.
- **"Replacement Value"** means the amount an item is determined to be worth based on its market value, age and condition at the time of Loss.
- **"Failure"** occurs when a covered item becomes inoperable and unable to perform its designed function, subject to the limitations and conditions set forth herein. **Failure is not covered if it is due to: conditions that existed prior to Agreement effective date; lack of routine care and maintenance; and/or misuse unless noted otherwise.**
- **"Domestic-grade"** items are those that were manufactured and marketed solely for installation and use for a residential single-family dwelling.

- **“Proper Operating Condition”** means the item/system was correctly located within the home, was properly installed to code at the time of installation, was fully connected, was capable of successfully performing all operations commensurate with the manufacturer’s original design intention, and did not pose any hazard to life or property.

II. When Your Coverage Applies

This Agreement covers only Failures relating to the parts and components of those Domestic-Grade Covered Items that were in Proper Operating Condition on the Agreement effective date.

The Covered Item will be deemed to have been in Proper Operating Condition on the Agreement effective date if it was correctly located within the home, was properly installed to code at the time of installation, was fully connected, was capable of successfully performing all operations commensurate with the manufacturer’s original design intention, and did not pose any hazard to life or property.

Determination of the operating condition as of Agreement effective date, and the nature of any failure, will be made by us based upon the professional opinion of our direct employees, considering but not limited to, our Qualified Service Provider diagnosis.

III. Requesting and Receiving Service

1. To report an incident, we are available twenty-four hours a day, seven (7) days a week **online at my.cinchhomeservices.com or by phone at 1-844-627-6010.**

The following describes the claims process that must be followed in order to seek reimbursement for repairs or replacement costs:

- a. You must notify us within 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 claim form. We reserve 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 and must include a complete description of damages and associated repair charges.

If a covered item cannot be repaired, we will reimburse you for the Replacement Value of the claimed covered item(s) subject to applicable incident limits, your annual caps and other restrictions, as applicable, and as indicated herein.

- b. All diagnostic fees to determine that damage is due to Electrical Surge are payable by you directly to the Qualified Service Provider and will be reimbursed by us as long as those diagnostic fees are aligned with average market rate. We will not repair or reimburse you for repairs or replacements without completion of the indicated claim process.

IV. Details About What’s Covered

This Agreement provides service for only for those Items specifically listed as being covered on your Plan Coverage Summary Page.

This coverage is not available in the following states: AK, CA, GA, HI, ME, MS, OH, OR, & VT

Repair or replacement of residential electronics within your residence that fail due to the normal wear and tear of Electrical Surges.

The Electrical Surge can be caused by natural or man-made events including lightning strikes, power returning after an outage or wildlife interfering with power lines, and Covered Items cycling on and off.

1. Surge ProtectionSM

COVERED		NOT COVERED	
<ul style="list-style-type: none"> • Audio Tuner/Receiver • Amplifier • Backup Battery Charger • Digital Camera • Digital Media Receiver • Document Scanner • Docking Station • DVD/DVR/BluRay 	<ul style="list-style-type: none"> • Networking Devices Modem Router WIFI Extender • Personal Computing Desktop Laptop Netbook Tablet 	<ul style="list-style-type: none"> • Cell Phone • Central Vacuum • Coffee Maker • Gaming Controller • Kitchen Appliances • Laundry Appliances • Remote • Small Home Appliances 	

<ul style="list-style-type: none"> • Player • External CD/DVD • External Hard drive • Gaming System • Home Theater Components • Battery Pack • Cooling Fan • Power Distribution • Speaker Package • Keyboard • Monitor • Mouse 	<ul style="list-style-type: none"> • Printers • Projector System • Satellite Radio • Satellite Receiver • Security System • Speakers/Subwoofer • Storage Device • Television • Virtual Machine • WIFI Enabled • Monitoring Device 	<ul style="list-style-type: none"> • Smart Watch • Headphones 	
<p>Repair or replacement is covered up to the limit shown on your Agreement Coverage Summary Page. The available annual cap limits are \$500, \$1,000, \$1,500, \$2,000, \$5,000 and \$10,000. Repair or replacement cost must be \$100 or more.</p>			

V. General Exclusions and Limitations

1. This Agreement does not cover any Items not specifically named as covered on your Plan Coverage Summary.
2. This Agreement shall not cover any Item(s) if they are:
 - mismatched (systems or service lines with incompatible components or with different capacity ratings);
 - modified from the original manufacturer design or application;
 - previously, or subsequently, determined to be defective by the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials and/or formulas, manufacturing process or any other manufacturing defect;
 - improperly installed.
3. This Agreement does not cover any costs associated with:
 - upgrades, components, parts, or equipment required due to the incompatibility of any existing equipment with the replacement system, service line or component, or part thereof;
 - construction, carpentry, or other modifications made necessary by the existing equipment or installing different equipment;
 - any upgrades or modifications to comply with federal, state, and local law, code, regulation, or ordinance. All such costs are your responsibility.
4. This Agreement does not cover the following:
 - fees associated with the removal and/or disposal of (1) damaged covered items, (2) service lines and/or (3) components;
 - any fees or any costs, including but not limited to disposal fees arising from hazardous or toxic material, or asbestos.
5. This Agreement does not cover repair or replacement of systems or components classified by the manufacturer as commercial-grade.
6. This Agreement does not cover costs for (except as otherwise specified in this Agreement):
 - construction, carpentry, dimensional or design change, or other modifications necessary to remove, relocate or install equipment;
 - providing or closing access to covered items;
 - equipment to gain access or permit serviceability such as but not limited to scaffolding;
 - restoration of any wall or floor coverings, cabinets, counter tops, tiling, paint or the like;
 - failure to meet building code(s), zoning requirements, utility regulations;
 - failure to comply with local, state or federal laws or regulations;
 - compliance with federal, state, and/or local law, code, regulation, or ordinance;
 - for testing required by state or local municipalities, such as but not limited to, load calculation or duct certification;
 - for additional charges to access or transport materials, supplies, or independent contractors to the covered property, such as but not limited to: tolls, required use of ferries, or barges

7. This Agreement does not cover any incidental, consequential, special, and/or punitive damages, and you agree to waive any and all claims for such damages, arising from, resulting from and/or related to the failure of any item or system, including, but not limited to, food spoilage, loss of income, additional living expenses, and/or any loss, damage, cost or expense directly or indirectly arising out of or resulting from, or in any manner related to mold, mildew, mycotoxins, fungus, bacteria, viruses, condensation, wet or dry rot and/or other property damage.
8. This Agreement does not cover repairs or replacements of any item covered by other insurance, warranties or guarantees, including but not limited to, manufacturer's, contractor's, builder's, distributor's, or in-home warranties. Our coverage is secondary to such insurance, warranties, or guarantees.
9. This Agreement does not cover any failure when the Covered Item has been repaired, modified, disabled or adjusted in any way which prevents us or our Qualified Service Provider's from inspecting, diagnosing and/or repairing the failure. If you authorize or perform any improper alterations, installations or repairs, or improperly modify any system, service line or component covered by this Plan, or damage it in the course of remodeling or repair, we will no longer be obligated to cover such item(s).

VI. Limitation of Liability

1. We are not responsible for incidental, consequential, special, and/or punitive damages and you agree to waive any and all claims for such damages, arising from, resulting from and/or related to the failure of any item or system, including, but not limited to, food spoilage, loss of income, additional living expenses, and/or other property damage.
2. We are not liable for any damages that result from an independent contractor's service, delay in providing service or failure to provide service. We are not liable for any incidental, consequential, special, and/or punitive damages, whether caused by negligence or any other cause, and you agree to waive any and all claims for such damages, arising from, resulting from or related to any independent contractor's service, delay in providing service or failure to provide service, including, but not limited to, damages, resulting from delays in securing parts and/or labor, the failure of any equipment used by an independent contractor, labor difficulties, and/or the negligent, tortuous and/or unlawful acts or omissions of any independent contractor.

VII. Cancellation Information

1. You may cancel this Agreement by telephone or in writing within 30 days of the coverage effective date for a full refund of the contract fees paid if no claim has been made. The right to cancel this Agreement as provided in this paragraph is not transferable. A ten percent (10%) penalty per month will be added to any refund required under this paragraph, including any accrued penalties, which are not paid or credited within 30 days after you cancel this Agreement.
2. You may cancel this Agreement within 30 days of the coverage effective date if a claim has been made, or at any time thereafter, at which time you may be entitled to a refund of unearned contract fees paid based on the short rate schedule less a processing fee of twenty-five dollars (\$25) and less the cost of any services performed pursuant to the Agreement, where permitted by law. If claims have been paid, we may bill you for the lesser of the net amount due to us or the unpaid annual term contract fee we will bill or charge you any balance owed to us through the same mechanism as any previous installment billings, or we will direct bill you if such a mechanism is not available.
3. We may terminate this Agreement immediately, after any applicable notice provisions, for non-payment, fraud or material misrepresentation. If we terminate for fraud or material misrepresentation, this Agreement is void and we shall refund all paid contract fees if no claims have been made. If a claim has been made, we will follow normal cancellation procedures as outlined in this section.
4. In the event you threaten to harm or actually harm the safety or well-being of: (I) the company (II) any employee of the company; (III) an independent contractor; or (IV) any property of the company or the independent contractor, you will be in breach of this Agreement. In the event you breach this or any other obligation under this Agreement, we may refuse to provide service to you and may cancel this Agreement immediately.

VIII. Dispute Resolution

1. **ARBITRATION:** All disputes, controversies or claims of any sort, arising out of or in any way relating to this Agreement, its negotiation, and the Services provided pursuant to it, whether based in contract, tort, regulation, or any other legal or equitable theory (collectively "Disputes"), shall be resolved at the consumer's choice by settlement, or final and binding arbitration, or in and through a small claims court having jurisdiction over such Disputes. Arbitration shall be conducted within the geographical

limits of the applicable federal district court where the Covered Property is located, or such other location upon which both parties mutually agree, and administered by a mutually agreed upon arbitration service. The Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association or similar such rules (the "Arbitration Rules") in effect at the time arbitration is demanded by either party shall govern the arbitration proceeding and the selection of one neutral arbitrator to preside over the proceeding. The arbitrator is empowered to decide all Disputes and all questions related to the enforceability and scope of these Dispute Resolution provisions, including but not limited to the validity, interpretation and applicability of these Dispute Resolution Provisions. Additionally, this transaction involves interstate commerce, and these Dispute Resolution provisions shall be governed by the Federal Arbitration Act, as amended (9 USC 1). No arbitration may proceed on a class or representative basis, and the arbitrator may not consolidate any arbitration proceeding governed by these Dispute Resolution Provisions with any other person's arbitration proceeding, and may not otherwise preside over any form of a representative or class proceeding. Under the Arbitration Rules, although each party is required to pay certain administrative and arbitrator fees, the amount the consumer may be required to pay is limited. Each party to arbitration is responsible for its own attorney's fees, if the party chooses to be represented by an attorney.

2. **CLASS ACTION AND JURY TRIAL WAIVER:** Each party to this Agreement may bring a Dispute against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Each party gives up or waives any right it may have to have any Disputes between them resolved by a jury.

IX. Other Conditions

1. **Term.** Coverage under this Agreement commences on the effective date specified on the Agreement Coverage Summary Page and expires twelve (12) month(s) from Agreement effective date.
2. **Renewal.** Where permitted by state law, this Agreement may automatically renew at the sole and exclusive option of the Issuing Company for successive twelve (12) month(s). In the event the Issuing Company elects to renew this Agreement, you will be notified of any rate and/or coverage changes, not less than thirty (30) days prior to the expiration of the current Agreement term and commencement of the renewal term.
3. **Installment Billing.** In certain cases you may be permitted, at our sole and exclusive discretion, to pay for your coverage on an installment basis. Should you suffer a Surge failure covered by this Agreement at a time when there are unpaid installments due from you, whether or not such payments are due or overdue, we reserve the right to deduct all or any portion of any unpaid amounts from the amount of loss covered by this Agreement for such incident, or to require payment of the entire remaining unpaid balances prior to covering the loss for you as we deem necessary or desirable. Our failure to exercise any such right on one occasion shall not be deemed a waiver of such right on other occasions.
4. **Waiver.** Should we waive any of our contractual rights; such waiver will not constitute a future waiver of said rights.
5. **Disclosure.** The price of the Agreement includes the full amount of all fees due and payable as well as the costs of processing and administration for the Issuing Company and its agents where allowable by law. Any applicable state or local sales taxes are in addition to the price of the Agreement.
6. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between you and us and supersedes all prior agreement and understandings, oral or written, which may have been made with respect to the Agreement and its subject matter. Except as provided herein, all other warranties, expressed or implied, are hereby disclaimed.
8. **Issuing Company.** This Agreement is issued by HomeSure Services, Inc., except in the following states where it is issued by the identified entity: in Alabama, Arizona, Florida, Illinois, Iowa, Massachusetts, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oklahoma, South Carolina, Texas, Utah, Vermont, Washington, Wisconsin and Wyoming by HomeSure of America, Inc.; in California by HomeSure Protection of California, Inc.; and in Virginia and Oregon by HomeSure of Virginia, Inc. Services are provided by independent contractors.
9. **Corporate/Administrative Office.** P.O. Box 811720, Boca Raton, FL 33481-1720, 954-835-1900.