

Service Plan Terms and Conditions

1. Coverage: This service contract (“Contract”) is offered to you at no cost as a benefit provided along with your electricity supply agreement with our affiliate, Constellation NewEnergy, Inc. (“Supply Agreement”). Under this Contract we will reimburse you for the cost of replacement or repair of damage caused by a power surge to the following items owned by you: (1) a television (flat screen up to 60”); (2) a gaming console; (3) PC; or (4) home telephone (each a “Product”) and which are used primarily by you at your residence (which is the address of your residential account enrolled pursuant to the Supply Agreement). “Power surge” is defined as an unexpected, uncontrollable burst of unwanted electricity on a circuit which can result in or cause product failure.

Throughout this Contract, the words “we,” “us,” and “our” refer to Constellation Home Products & Services, LLC dba “Constellation Home” in Maryland, Illinois and Pennsylvania, and dba “Constellation” in Texas and Washington, D.C. The words “you” and “your” refer to you, the service contract holder, as identified on this Contract.

We reserve the right to inspect the Product(s) before providing coverage. This is not a contract for insurance, but our obligations under this Contract are backed by the full faith and credit of Constellation Home Products & Services, LLC.

2. Term: Coverage under this Contract begins thirty (30) days after your Supply Agreement becomes effective (the “Effective Date”). This Contract will continue on a month-to-month basis until cancelled or terminated as provided below, or if your Supply Agreement terminates or expires.

3. Exclusions. Coverage does not apply to: (1) any items other than the Products listed above or Products over ten (10) years old; (2) Products not fully functional on the Effective Date or with pre-existing conditions; (3) Liquid immersion of any kind or failure due to general environmental conditions including, but not limited to, water, rust, corrosion, mold or dust; or animal or insect damage; (4) improper electrical wiring and connections; improper installation or setup; or Products with unavailable or inaccessible components or parts; (5) acts of God such as fire, water, windstorm, sand, dirt, hail or earthquake; civil disorder; riot; nuclear accident; or malicious mischief; (6) any consumable part, such as remote controls or batteries; (7) costs due to routine maintenance, customer education, or no problem found; (8) peripherals, adjunct devices, or any device that is not built into your covered Product; (9) unintentional or accidental loss or damage of the Product such as, but not limited to, the spilling of liquid on the Product or the dropping of the Product; (10) damage to, failure of, or defect in cosmetic or non-operational components that do not inhibit the proper operation and performance of a covered Product such as, but not limited to, appearance parts, broken hinges, or decorative finishing; (11) problems caused by abuse, misuse, improper installation, or collision with any object; (12) problems resulting from the original manufacturer’s design plan or manufacturing process (as determined solely by us); (13) repair or replacement covered by any other warranty, service agreement, insurance policy, or manufacturer recall, in effect at the time of the failure; (14) dismantling the failed Product, and remounting the repaired or replaced Product; (15) any upgrades to any Product; or, any modifications required by local regulations; (16) losses resulting from theft; or (17) repairs to any item that you share with any third party or is covered by a homeowners, condominium, or like association.

4. Claims Process. Your claim must be submitted within 30 days of when you become aware of the damage resulting from a power surge event in order to be reimbursed for the repair or replacement of the Covered Products. For more information on the claims process please call us at 833-290-4663 or visit us at www.constellationhome.com/surge. You may contact us in writing at: Constellation, 1409-A Tangier Drive, Baltimore, MD 21220.

There is a service charge of \$49.95 that applies to all approved claims. This service charge must be paid by you at the time that your claim is approved. If we are not able to reimburse your claim within ten (10) days of your submission, upon your written request, we will provide an explanation for the delay.

5. Cancellation: You may cancel this Contract at any time by providing us with written notice at our address above; provided however, such termination will not terminate your Supply Agreement. We may, upon 20 days’ prior written notice to you, cancel this Contract for fraud, material misrepresentation, if your Supply Agreement expires or is terminated for any reason, or if required to do so by any regulatory authority. Because this Contract is provided to you at no additional cost, you will not be entitled to any purchase price refund upon any cancellation. Notwithstanding any such cancellation, if we have failed to satisfy our reimbursement obligations as required under this Contract and not otherwise excused, the Contract will remain in place until such obligations have been performed or excused.

6. Limitation of Liability: We will not be required to provide reimbursement of any claims under this Contract which are more than \$500 per claim and \$1,500 in total for claims submitted in any 12-month period. **IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT OR INCIDENTAL DAMAGES WHETHER IN CONTRACT OR IN TORT FOR INJURY TO PERSON OR PROPERTY RESULTING FROM ANY ACTIONS UNDERTAKEN PURSUANT TO THIS CONTRACT.**

7. Change in Terms: We will provide you with 30 days written notice of changes or modifications to this Contract.

8. Assignment: You may not assign or transfer this Contract without our written consent. We may assign the Contract to any other party including but not limited to and affiliate, subsidiary, or another creditor. If we do this, the assignee will have our rights and privileges under this Contract with respect to the unpaid balance assigned.

9. Governing Law: The Contract is governed by the law in the state where the Customer resides without respect to any conflicts of law provisions. **TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY CONSENT AND AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE A CLASS ACTION.**

10. Force Majeure. We will not be liable for any delay or failure in the performance of this Contract resulting from or attributable to acts or circumstances beyond our control, including, but not limited to acts of God, fire, riots, weather, pandemic, wars, or similar such events outside of our reasonable control.

11. Authorization: By accepting service or reimbursement under this Contract, you authorize us to share your customer information with our affiliates. You may notify us in writing if you wish to rescind this authorization in which case we may terminate this Contract in accordance with applicable law.

12. Miscellaneous: This Contract supersedes all prior proposals, understandings, negotiations, and all other agreements and discussions, oral or written, between the parties relating to the subject matter of this Contract. The Contract constitutes the entire agreement between the parties. Any provision of this Contract which may be contrary to law shall not invalidate any of its other provisions. All rights and remedies hereunder are cumulative and not alternative. We may waive or delay enforcing any of our rights without losing them.

13. Disclosures for Texas Customers.

a. Notice Regarding Service Contract. Obligations of Constellation under this Contract are backed by the full faith and credit of Constellation. This Contract is regulated by the Texas Department of Licensing and Regulation. Any unresolved complaints regarding Constellation as the provider of this Contract, or questions concerning the regulation of service contract providers, may be addressed to the department by contacting them at P.O. Box 12157, Austin, TX, 78711, 1-800-803-9202, 512-463-6599.

b. Contact Information. If you have any questions or complaints regarding services under this Contract, or for billing inquiries, call 833-290-4663 between 9:00 a.m. and 4:30 p.m. EST, Monday through Friday.

c. Service. Under normal circumstances, we will initiate the performance of services no later than 48 hours after you request for the services.

d. Termination. We may cancel the Contract by mailing you written notice of cancellation to your address according. We will mail the notice before the fifth day preceding the effective date of the cancellation. The termination notice will state the effective date of the cancellation and the reason for the cancellation.