

# Service Contract Terms and Conditions

**1. Service/Equipment Coverage:** This residential service contract (the "Contract") will cover the adjustment or repair of the covered equipment, or the replacement of any covered functional part, that fails through normal use as indicated on the front page of this Contract. The brochure provided at the point of sale is a part of this Contract. The brochure explains which parts are not covered and the circumstances under which the parts will or will not be repaired or replaced. Contract applies to a single customer-owned residential property per agreement identified on the cover page of this Contract. Contract covers only one of each appliance per Contract. Equipment must be in good working condition and meet code requirements at the time service begins.

Constellation Home reserves the right to inspect and approve any equipment or system before issuing a service plan. We will waive this inspection if the equipment is currently under manufacturer's warranty or if this plan is a continuation of an existing plan issued by Constellation Home. This initial inspection will be performed at our regular schedule of charges, which we shall disclose prior to such inspection.

**2. Service Call:** To schedule service under this Contract, call 1-888-243-4663. All non-emergency service calls will be performed during Constellation Home's regular working hours (7:30 am to 5:00 pm Monday through Saturday). Service calls will be made under this Contract within our service territory only. Customer shall provide Constellation Home with safe access to and safe working conditions at and around covered equipment and/or system. The ability of Constellation Home to provide emergency service within 24 hours is contingent upon weather conditions, customer call volume, road conditions and no force majeure events beyond our control including, but not limited to, flood, fire, strike, acts of God, etc. In the event we determine, at our sole discretion, that there is an emergency situation requiring expedited service, we will make reasonable efforts to expedite service. We will determine, at our sole discretion, which repairs constitute an emergency and will give consideration to covered malfunctions that affect the habitability of the dwelling. Constellation Home reserves the right to charge a \$75 fee for each non-emergency service call performed outside of its regular working hours. If an additional service technician must be called for assistance on a service call, the customer may be charged for the additional labor.

**3. Term:** Coverage begins on the Start Date stated at enrollment or upon inspection by a Constellation Home technician. If you are a monthly invoiced customer, you will be billed monthly for the Initial Term (as defined on the cover page) and will continue in perpetuity thereafter on a month-to-month basis until terminated by either party. During that renewal period, each monthly period will be treated as a separate contract period. Monthly customers will be billed monthly until canceled in the manner described herein. If you are an annually invoiced customer, you will be invoiced annually for the Initial Term and, unless you have opted out of automatic renewals as indicated on the cover page of this Contract, the Contract will renew for additional one-year terms until either party notifies the other of a cancellation. Constellation Home will send you a notice of renewal at least 30 days before your paid coverage begins, and before the end of each subsequent one-year term. The renewal notice will include any changes to the Contract terms, conditions, or price. Your Contract will automatically renew unless you notify us at least 10 days before the end of each renewal term that you are canceling or Constellation Home notifies you that it is not renewing your Contract. If you have opted out of automatic renewal on the cover page, you will receive a renewal notice, but your Contract will expire unless you send in your agreement to renew your coverage at least 10 days before the end of each one-year term.

**4. Cancellation:** You may cancel this Contract at any time with written notification to Constellation Home, or by contacting Customer Care during normal business hours. If you cancel this Contract within thirty (30) days of the date issued and service has not been rendered, we will refund all amounts paid. If you cancel after the first 30 days during the Initial Term of the Contract and no service has been rendered, Constellation Home is entitled to payment for the full year value of the Contract. If you cancel during the Initial Term and service has been rendered, or if you are a customer that is invoiced annually and you cancel during a renewal term and service has been rendered, then Constellation Home is entitled to keep the lesser of either: its cost of any service already performed or the full year's value of the Initial Term or renewal term, as applicable. If cancellation occurs after the Initial Term and no service has been provided, refunds will be prorated based on the number of full months remaining under the renewal term of the Contract. Constellation Home may cancel this Contract prior to the end of the Initial Term for fraud, material misrepresentation, or non-payment by you, or if required to do so by any regulatory authority. Constellation Home reserves the right to cancel coverage, change terms and conditions and/or pricing with 30 days notice to you in accordance with applicable law. Constellation Home is not obligated to renew this Contract at any time.

**5. Coverage Limitations:** Service coverage will be limited to those service plans you have elected on the cover page of this Contract.

**a. General Limitations:** This Contract does not cover cabinet parts, decorative trim, accessories, catalytic surfaces, finish discoloration, touch up, and any associated masonry work or drywall work, repair or replacement of parts involving friable asbestos, and attic units without appropriate flooring. Normal routine maintenance, such as oiling, inspections/tune-ups (except where otherwise specified), seasonal turn-ons/turn-offs and cleaning of filters, ducts and chimneys (excluding base) are not included and not provided. Service and parts must be provided by Constellation Home. Certain brand restrictions apply.

**If the equipment or system component is covered under this contract but is not repairable due to its general condition, or if repair or replacement of parts would not render the equipment or system serviceable or usable for a reasonable period, or due to the inability of the manufacturer to provide suitable parts, Constellation Home shall have no liability other than to return the monies paid according to the cancellation policy.** Replacement parts may not be available for products greater than ten years old. Constellation Home reserves the right to restrict specific ages and makes of equipment from eligibility due to non-availability of parts, and the choice of parts to be used shall be at the discretion of Constellation Home. Constellation Home will put forth its best effort to provide replacement parts, components or systems of similar mechanical capabilities and/or efficiency of the original (where available). However, Constellation Home is not liable to provide exact match in color, type or brand. Constellation Home is under no obligation to upgrade or make modifications to the original system, components or items covered by this Contract.

Service made necessary as a result of fire, theft, flood, acts of God, accidental damage, abuse, neglect, vandalism, unauthorized alterations or any other abnormal conditions are not covered. Constellation Home shall not be liable for any consequential or other damages resulting from

the failure of any component, system, item or appliance due to conditions beyond Constellation Home's control such as, but not limited to, unavailability of materials and/or labor. Systems with pre-existing conditions, faulty design or installation will not be covered.

This agreement shall not include any mold or mildew evaluation, remediation, mold prevention or other related services. Constellation Home shall not be required to identify, detect, encapsulate, or remove asbestos or products or materials containing asbestos or any other potentially hazardous substances or materials, including but not limited to mold and mildew (collectively "Hazard"). Customer has sole responsibility and liability for the proper identification, removal, disposal or correction of any Hazard at the job location. Customer also has the sole responsibility to remediate any mold-related problems regardless of when and how such problems may accrue. Customer shall indemnify, defend and hold harmless Constellation Home and its affiliates, contractors and subcontractors to the fullest extent permitted by law with respect to any claims, liability, cost or expense (including but not limited to attorneys' fees) of whatever nature incurred as a result of any Hazard on or relating to customer's premises.

**b. Water Heater Equipment:** This Contract does not cover tankless, power-vented or heat pump water heaters; water heater tank failure; water heating systems partially or completely powered by solar energy; expansion tanks or thermal expansion devices for water heaters; catalytic surfaces; heat exchanger; combustion shut-off system; water piping; oil-fired or oil-condensing units. Service to repair and/or replace jacket trim; decorative parts; add-on power vents; vent connectors; fuel lines; fuel storage tanks; fuel shutoff valves; circuit breakers or exposed wiring; insulation; or any otherwise covered part which is inaccessible. Any service work or replacement of parts caused by faulty system design or installation.

**6. Limit of Liability:** IN NO EVENT SHALL CONSTELLATION HOME, OR ITS OFFICERS, AGENTS OR AFFILIATES, BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY, OR INCIDENTAL DAMAGES, WHETHER IN CONTRACT OR IN TORT, OR NEGLIGENCE FOR INJURY TO PERSON OR PROPERTY RESULTING FROM ANY ACTIONS UNDERTAKEN PURSUANT TO THIS CONTRACT; OR THE FAILURE OF THE EQUIPMENT OR ANY PARTS OF THE EQUIPMENT. The sole and exclusive remedy against Constellation Home or its agents, employees, officers or affiliates for any damages arising from Constellation Home services, equipment or work shall be limited to repair or replacement of Constellation Home installed or serviced equipment and shall not exceed the lesser of (a) the actual damages incurred to your equipment, (b) the replacement value of the equipment provided hereunder, or (c) three times the amount of money actually paid to Constellation Home under this agreement. In no event shall Constellation Home have any liability for any damages relating to alleged mold remediation, leakage/spillage of fuels (propane or natural gas) from a storage tank, fuel pipe or any part of the system and/or equipment, or any consequential, special, incidental damages or exemplary damages. Constellation Home shall not be required to provide repairs exceeding a cost to Constellation Home of \$2,500 per Contract year.

**7. Payment Obligation/Prepayment/Late Payments:** Customer agrees to pay each of the payments indicated in this Contract when billed. For billing inquiries, call 1-888-243-4663 between 9:00 a.m. and 4:30 p.m.

**8. Permission for Electronic Withdrawal:** By sending us a check payment on your Account, you authorize us to make a one-time electronic funds transfer (EFT) from your bank account or to process the payment as a check transaction. When we use information from your check to make an EFT, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. If you do not want your checks to be converted to an EFT, please call Customer Service.

**9. AutoPay Terms and Conditions:** Based on customer election, customer agrees to be billed and make payments to Constellation Home for all service contracts. Customer authorizes Constellation Home to debit customer checking account or to charge customer credit card as may be allowed by applicable law according to payment terms.

**10. Default; Default Remedies:** You shall be in default if, (a) you fail to make any payment due under this Contract when billed for same, or (b) you fail to pay any of your debts as they become due, or (c) a petition either under the Federal bankruptcy laws or any local law providing similar relief is filed by or against you. We may suspend service under this Contract until any amount due under this Contract is fully paid.

**11. Authorization:** By signing 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.

**12. Costs and Attorney's Fees After Default:** You agree to pay all court costs and other collection costs (including field collection costs and attorney fees) actually incurred relating to your default.

**13. 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 Terms and Conditions, and Brochure constitute the entire agreement between the parties and may be modified only by an agreement in writing signed by each party. 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.

**14. 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 another creditor. If we do this, the assignee will have our rights and privileges under this Contract with respect to the unpaid balance assigned.

**15. Governing Law:** The Contract is governed by MARYLAND law without respect to any conflicts of law provisions. The parties irrevocably consent to venue and jurisdiction in Baltimore, Maryland and agree to waive any right to a trial by jury.

**16. Warranty:** CONSTELLATION HOME MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESSED OR IMPLIED, AND DISCLAIMS ANY WARRANTY IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM OR USAGE.