

## 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 on the Agreement Coverage Summary Page and as recited in Section XI. Other Conditions. 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 AGREEMENT COVERAGE SUMMARY:

Your Agreement Coverage Summary Page is attached to and is part of this Agreement. Your coverage includes only certain Mechanical Failures of the specific Items listed as covered on your Agreement Coverage Summary Page. Coverage is subject to the limitations and conditions specified in this Agreement.

We reserve the right to change the Agreement price, the administration of this Agreement, or these terms and conditions from time to time upon at least thirty (30) days written notice to you. Your continued use of the Agreement and payment of the Agreement price after such notice, constitutes your acceptance of the changes and agreement to the terms. If you do not agree to such revised terms, you may cancel this Agreement in accordance with Section IX. Cancellation Information.

**NOTE: THIS AGREEMENT REQUIRES YOU TO RESOLVE ALL DISPUTES WITH US ON AN INDIVIDUAL BASIS AND, WITH LIMITED EXCEPTIONS, THROUGH FINAL AND BINDING ARBITRATION (AS DESCRIBED IN SECTION X. DISPUTE RESOLUTION BELOW). PLEASE SEE THE DISPUTE RESOLUTION SECTION BELOW FOR MORE INFORMATION ABOUT ARBITRATION. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.**

## Contents

I. Terminology to Know.....	2
II. Types of Properties Covered.....	2
III. When Your Coverage Applies .....	3
IV. Requesting and Receiving Service .....	4
V. Details About What's Covered and What's Not .....	5
1. Air Conditioning and Heating.....	5
2. Ceiling Fan(s) .....	6
3. Central Vacuum(s) .....	6
4. Door Bell(s) .....	6
5. Electrical .....	6
6. Garage Door Opener(s).....	6
7. Garbage Disposal(s) .....	6
8. Instant Hot/Cold Water Dispenser(s).....	6
9. Kitchen/Laundry Appliance(s).....	6
10. Plumbing.....	7
11. Smoke Detector(s) .....	8
12. Water Heater(s) .....	8
VI. Details About Optional Coverage .....	8
1. Swimming Pool and/or Spa Combination (Shared Equipment) .....	8

2. Salt Water Swimming Pool and/or Spa Combination (Shared Equipment) .....	8
3. Free Standing Freezer.....	9
4. Septic System .....	9
5. Well Pump.....	9
6. Premier Upgrade Package.....	9
7. Water Softener .....	9
8. Outside Gas Line .....	9
9. Outside Sewer.....	10
10. Outside Water Line.....	10
VII. General Exclusions and Limitations .....	10
VIII. Limitation of Liability.....	12
IX. Cancellation Information.....	12
X. Dispute Resolution.....	13
XI. Other Conditions.....	13

## I. Terminology to Know

- “Builder grade” Items are products that are mass produced and stylistically neutral.
- “Commercial-grade” Items are those that were designated by the manufacturer, manufactured and primarily marketed for installation and use in commercial operations.
- “Covered Property” is the address stated on your Agreement Coverage Summary Page.
- “Domestic-grade” Items are those that were designated by the manufacturer, manufactured and marketed solely for installation and use in a residential single family dwelling.
- “Item(s)” is the specific appliance(s), unit(s), or system(s) that is explicitly listed as covered on your Agreement Coverage Summary Page. Examples include: air conditioning unit, heating unit, water heater, individual appliances such as refrigerator, dishwasher and ceiling fans.
- “Mechanical Failure” occurs when a covered Item becomes inoperable and unable to perform its primary function, subject to the limitations and conditions of this Agreement.
- “Necessary or Required Upgrade” is a replacement improving: manufacturer specification; energy efficiency; or Item performance due to external circumstances (such as statutory mandated system modifications and/or regulatory requirements).
- “Proper Operating Condition” means the Item was correctly located within the Covered Property 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.
- “Service Professional” is defined as a licensed trade specialist or otherwise qualified to assess or repair damage to the covered Items. Service Professionals are either independent contractors or employees of Cinch Home Services, Inc.
- A “Simple Mechanical Test” of the covered Item means the ability to turn the Item off and on, verifying the Item operates without irregular sounds or smoke that may indicate a problem.
- A “Visual Inspection” of the covered Item is considered to mean the viewing of an Item to verify that it appears structurally intact and without damage or missing parts that would indicate inoperability.

## II. Types of Properties Covered

This Agreement covers single family residences including: an apartment, condominium, townhouse, villa or manufactured home used solely for residential purposes. To be eligible, a manufactured home must be permanently secured to the ground on land you own or located in a division operated similar to a condominium, where maintenance is provided.

This Agreement provides coverage under a special exception for special purpose group homes devoted to housing persons with mental and physical disabilities, as those terms are defined by the Americans with Disabilities Act at Title 42 of the United States Code Section 12102(2)(A).

This Agreement does not cover:

- Mobile homes
- Multifamily residential property of more than two-units
- Any dwelling used in whole or in part for commercial purposes, residences used as business that causes additional wear and tear on covered Items, or an address zoned as business, commercial or industrial including non-profit organizations
- Homes listed or registered in any historical register, including without limitation the National Register of Historic Places

Whether or not this Agreement covers an apartment condominium unit, manufactured home, or multifamily property (duplex), any repairs are limited to the Items solely used by and located and serviceable within such single unit (unless specified otherwise). No common area Items shared by non-warranted residences or units will be covered by this Agreement.

### III. When Your Coverage Applies

1. We agree to pay the covered costs to repair the Items listed as covered on your Agreement Coverage Summary Page if any such Items become inoperable during the term of this Agreement due to Mechanical Failure caused by routine wear and tear. We are not responsible for repairing Items, assembly or parts that do not contribute to the primary function of that Item or required for mechanical functionality. The definitions of the specific Items that may be listed on your Agreement Coverage Summary Page as covered, as well as other limitations on coverage and other terms and conditions, are listed below.
2. We will cover Mechanical Failures relating to the mechanical parts and components of those Domestic-Grade Items that were in the Covered Property and in Proper Operating Condition on the Agreement effective date.
3. We will cover Mechanical Failures due to rust and corrosion and sediment.
4. When completing a covered repair, we will not pay the cost to:
  - dismantle, remove and dispose the defective Item,
  - recapture refrigerant,
  - reclaim refrigerant, and
  - dispose of refrigerant.
5. We will cover an unknown pre-existing Mechanical Failure provided the failure could not have been detected by Visual Inspection or Simple Mechanical Test. In certain instances, we may require documentation from you during a claim review.
6. The decision to replace rather than repair Items is solely our option. In the event a covered Item is not repairable we may pay up to \$250 toward the replacement per Agreement Term.
7. When making repairs, we reserve the right to rebuild existing parts or components and/or install aftermarket, rebuilt or refurbished parts or components.
8. Alternate Claim Dispositions:
  - (a) In some instances, in lieu of authorizing the repair services for a claim made under this Agreement, we will elect to remit a payment to you as the final disposition of the subject claim (hereinafter a "Claim Buyout"). The decision to elect a Claim Buyout rather than repairing Items is solely our option. The Claim Buyout amount will be strictly calculated based on: (i) our costs for the parts required to repair the Item to return it to Proper Operating Condition; and (ii) our estimated labor costs for our in-network Service Professional to perform the repair services.
  - (b) In some instances, where our estimated combined costs of diagnosis and the performance of the repair services exceeds a stated dollar limit in this Agreement, we will not perform the repair services; but will instead elect to remit a payment to you in the amount equal to the applicable dollar limit stated in this Agreement as the final disposition of the subject claim. If the applicable stated dollar limit in this Agreement is an aggregate amount, then all prior claims paid under this Agreement will be subtracted from the applicable stated aggregate dollar limit, with the remainder to be payable to you.
  - (c) Our costs for parts, and Service Professionals' labor are substantially less than typical retail costs and Claim Buyout payments will not be adjusted to match the costs/pricing of out-of network Service Professionals to perform the same repair services and or the retail price of parts.
  - (d) Any payment remitted to you pursuant to this Agreement will be less the applicable deductible amount if not yet paid for the applicable claim.
  - (e) Any payment remitted to you will not include any costs not covered under the terms of this Agreement.



- (f) Should we remit payment to you for the repair of an Item and you: (i) do not repair the Item; (ii) only repair an Item that was diagnosed to be replaced; or (iii) replace an Item with a used or refurbished Item, the subject Item will be excluded from further coverage under this Agreement and all subsequent renewals. We reserve the right to inspect repaired and/or replaced Items.
9. Determination of the operating condition as of the Agreement effective date, and the nature of any failure, will be made by us based upon the professional opinion of remote diagnosis for connected systems and/or appliances or our direct employees, considering but not limited to, the Service Professional's diagnosis.
10. We will use reasonable efforts to provide an in-network Service Professional to service your claim(s). In limited circumstances, and in our sole discretion, we may authorize your claim to be serviced by out-of-network service provider. In the event you have received authorization to use an out-of-network service provider for a particular claim, we will require the following: (i) the diagnosis of the Item must be promptly communicated to us; and (ii) a detailed estimate/quote (inclusive of all parts, equipment and labor costs) from the out-of-network service provider, which must be submitted to us for determination of coverage under this Agreement prior to any work be initiated.

Based the information we receive from the out-of-network service provider, we will advise you of the services covered under the terms of this Agreement, inclusive of the estimated value of such coverage as well as the costs not-covered by this Agreement. Prior to your claim being approved for coverage under this Agreement:

- (a) We may communicate directly with the out-of-network service provider to obtain additional information with respect to the Item diagnosis and the estimated repair services required to return the Item to Proper Operating Condition.

All stated dollar limits in this Agreement, will apply to the services to be performed by the out-of-network service provider. The limitation of liability provisions of this Agreement will apply to the out-of-network service provider to same extent as it would with an in-network Service Professional. We are not liable for any damages that result from an out-of-network service provider's performance. We are not responsible for any expenses you incur without our PRIOR express consent/authorization. We will not reimburse you for any costs associated with unauthorized repairs, replacements or work performed by out-of-network service providers that are not covered by the terms of this Agreement.

Once our records reflect that you have acknowledged and accepted the conditions set forth above, the repair services to be performed by an out-of-network service provider, will be approved by us. Note that any payment remitted to you pursuant to this Agreement will be less the applicable deductible amount if not yet paid for the applicable claim.

#### IV. Requesting and Receiving Service

1. You must notify us of any Mechanical Failure when it happens and prior to the expiration of your Agreement term. We are available twenty-four (24) hours a day, seven (7) days a week online at [my.cinchhomeservices.com](https://my.cinchhomeservices.com) or by phone at 1-844-324-5888. If you fail to notify us of any Mechanical Failure during the Agreement term in which the failure occurred, we will not be responsible for the cost of any repairs resulting from the Mechanical Failure.
2. We will use reasonable efforts to provide a referral to a Service Professional within two (2) hour(s) after the service request is received during normal business hours and within twenty-four (24) hour(s) for requests received outside of normal business hours. We will determine, at our sole discretion, which repairs constitute an emergency requiring expedited service and will give consideration to covered Mechanical Failures that affect the habitability of the dwelling.
3. We are not responsible for expenses you incur without our express consent/authorization. We will not reimburse you for any costs associated with unauthorized repairs, replacements or work performed by unauthorized contractors or Service Professionals.
4. This Agreement includes a deductible amount listed on your Agreement Coverage Summary Page. You will be required to pay a deductible at the time you request service under this Agreement.
5. You will be responsible for and must remit payment for any and all amounts related to the repair and/or replacement services performed under the Agreement that are not expressly covered or are listed as exclusions under the terms, conditions and provisions of this Agreement.
6. We rely on local in-network Service Professionals, availability of parts to perform repairs, and inventory of Items to issue replacements in order to fulfill the terms of this Agreement. We reserve the right to pass through any surcharges incurred by us in providing coverage

under this Agreement to you, including surcharges for parts, delivery, and labor. You will be advised of any surcharges that you are responsible for paying prior to the incurrence of any surcharge.

7. You are responsible to provide access to the covered Item(s) for the Service Professional to diagnose, obtain approval for, and/or complete repairs for covered Mechanical Failures. You are responsible to pay us and/or our Service Professional any service charge and additional charges assessed by our Service Professional resulting from your failure to provide access and/or for missed appointments caused by you.
8. No services will be performed if the Service Professional is prevented from entering the Covered Property due to the presence of animals, insects, unsafe conditions, or if the covered Item is not easily accessible. In any such event, the deductible is nonrefundable.
9. We reserve the right to obtain, at our expense, a second opinion by a Service Professional prior to determining eligibility for coverage.

## V. Details About What's Covered and What's Not

This Agreement provides coverage only for those Items specifically listed as being covered on your Agreement Coverage Summary Page. Some items listed as not covered may be available under optional coverage (Section VI. Details About Optional Coverage). An additional fee may be required for additional systems, appliances or optional coverages.

This Agreement defines precisely what mechanical systems and appliances, and which of their parts and components, will be covered; only those Items specifically so described are covered, subject to the limitations and conditions herein and on your Agreement Coverage Summary Page.

Under any and all circumstances, our maximum liability, in the aggregate, for any and all claims submitted per Agreement Term shall be \$10,000.

1. Air Conditioning and Heating Coverage is available on Air Conditioning and Heating units up to a five (5) ton capacity. A maximum of 2 unit(s) are covered per Agreement. We will pay up to \$1,000 per Agreement Term for access, diagnosis and repair of any geothermal and/or water source heat pumps, glycol, hot water, cable heating, or steam circulating system. Where covered repairs require access to Air Conditioning and Heating ductwork, we will provide access to ductwork only through unobstructed walls, ceilings or floors, and will return access openings to a rough finish. If the Air Conditioning and Heating ductwork is accessible only through a concrete floor, wall or ceiling, we will pay up to \$1,000 per Agreement Term for access, diagnosis and repair of such ductwork, including returning access openings to a rough finish. We will pay for access, diagnosis and repairs related to necessary or required Air Conditioning and Heating system efficiency and other upgrades except: (1) costs associated with plenum modifications and refrigerant line sets and (2) any other Air Conditioning and Heating specific limitations and exclusions in your Agreement.

<b>A. AIR CONDITIONING INCLUDING DUCTWORK</b> Refer to 1. Air conditioning and Heating above  A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.	
COVERED	NOT COVERED
All components and parts of the following air conditioning system(s): ducted central electric split and package units, geothermal, wall air conditioners, mini-splits, except those shown in the Not Covered section. With regard to ductwork, except as otherwise noted above, the following are covered: plenums, dampers, damper-only controls, leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier from heating and/or air conditioning unit(s) including registers or grills.	Outside or underground piping, well pump, and well pump components for geothermal and/or water source heat pump, interconnecting refrigerant lines (external of the equipment) window units, water towers, chillers, chiller components, water lines, Wi-Fi transmitter and legally mandated diagnostic testing when replacing heating or cooling equipment.
NOTE: We will pay up to \$10.00 per pound, for refrigerant.	
<b>B. HEATING INCLUDING DUCTWORK</b> Refer to 1. Air conditioning and Heating above  A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.	
COVERED	NOT COVERED
All components and parts of the following heating system(s): forced air (gas, electric, oil), geothermal, wall mounted heaters, floor furnaces, package units, heat pumps, mini-splits, hot water or steam circulating heat, electric baseboard, cable heat (if main source of heat to the Covered Property or room), except those	Fireplaces and their respective components, outside or underground piping, well pump, and well pump components for geothermal and/or water source heat pump, interconnecting refrigerant lines (external of the equipment), fuel storage tanks, portable units, grain, pellet, or wood heating units (even if only



shown in the Not Covered section. With regard to ductwork, except as otherwise noted above, the following are covered: plenums, dampers, damper-only controls, leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier) from heating and/or air conditioning unit(s) including registers or grills.	source of heating); Wi-Fi transmitter and legally mandated diagnostic testing when replacing heating or cooling equipment.
<b>NOTE: We will pay up to \$10.00 per pound, for refrigerant.</b>	

## 2. Ceiling Fan(s)

COVERED	NOT COVERED
All components and parts.	-
<b>A maximum covered amount of \$1,000 is allowed per claim.</b>	

## 3. Central Vacuum(s)

COVERED	NOT COVERED
All components and parts, except those shown in the Not Covered section.	Removable hoses and accessories; access and closing costs to floors, walls, and ceilings when locating or repairing a malfunction and Wi-Fi transmitter.
<b>A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.</b>	

## 4. Door Bell(s)

COVERED	NOT COVERED
All components and parts, except those shown in the Not Covered section.	When part of the intercom or monitoring system.
<b>A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.</b>	

## 5. Electrical

COVERED	NOT COVERED
All components and parts including Direct Current (D.C.) wiring, lighting fixtures, and built-in exhaust/vent/attic fans, except those shown in the Not Covered section.	Components wiring or cable of audio/video/computer/intercom/alarm/security wiring or telephone systems circuit overload; or overload protection, face plates and Wi-Fi transmitter.
<b>A maximum covered amount of \$1,000 is allowed per claim.</b>	

## 6. Garage Door Opener(s)

COVERED	NOT COVERED
All components and parts located inside the ceiling mounted electric motor of garage door opener, except those shown in the Not Covered section.	Door, door track assemblies, cables, springs and Wi-Fi transmitter.
<b>A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.</b>	

## 7. Garbage Disposal(s)

COVERED	NOT COVERED
All components and parts.	-
<b>A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.</b>	

## 8. Instant Hot/Cold Water Dispenser(s)

COVERED	NOT COVERED
All components and parts.	-
<b>A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.</b>	

## 9. Kitchen/Laundry Appliance(s)

<b>A. REFRIGERATOR(S)</b>
<b>A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.</b>

COVERED	NOT COVERED
All components and parts, except those shown in the Not Covered section.	Free standing freezer, multi-media centers built into appliances, wine chillers, consumables and Wi-Fi transmitter.
<b>B. CLOTHES WASHER(S)</b>	
A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.	
COVERED	NOT COVERED
All components and parts, except those shown in the Not Covered section.	Wi-Fi transmitter.
<b>C. CLOTHES DRYER(S)</b>	
A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.	
COVERED	NOT COVERED
All components and parts, except those shown in the Not Covered section.	Wi-Fi transmitter.
<b>D. RANGE(S)/OVEN(S)/COOKTOP(S)</b>	
A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.	
COVERED	NOT COVERED
All components and parts, including range exhaust hoods located above the range, except those shown in the Not Covered section.	Wi-Fi transmitter; broken, chipped, cracked glass cooktops due to misuse and abuse.
<b>E. DISHWASHER(S)</b>	
A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.	
COVERED	NOT COVERED
All components and parts, except those shown in the Not Covered section.	Wi-Fi transmitter.
<b>F. BUILT-IN MICROWAVE OVEN(S)</b>	
A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.	
COVERED	NOT COVERED
All components and parts.	-
<b>G. TRASH COMPACTORS(S)</b>	
A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.	
COVERED	NOT COVERED
All components and parts.	-
<b>H. FREE STANDING ICE MAKER(S)</b>	
A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.	
COVERED	NOT COVERED
All components and parts.	-
<b>I. BUILT-IN FOOD CENTER(S)</b>	
A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per claim.	
COVERED	NOT COVERED
All components and parts.	-

#### 10. Plumbing

COVERED	NOT COVERED
Leaks and breaks of water, drain, gas, waste or vent lines, toilets and related mechanisms, toilet wax ring seals, faucets, showerheads, shower arms, valves for shower, tub, and diverter, angle stops, risers and gate valves, hose bibs, basket strainers, permanently installed sump pumps (ground water only), built-in bathtub whirlpool motors, pumps, and air switch assemblies, pressure regulators, expansion tanks, sewage ejector pump (septic system sewage ejector pumps are not covered unless optional coverage is purchased), clearing of sink, bathtub, shower, and toilet stoppages, clearing of mainline drain and sewer stoppages through an accessible cleanout up to 100	Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the home's main foundation, lines broken, infiltrated or stopped by roots or foreign objects; even if within the home's main foundation; costs to locate or access cleanouts not found or inaccessible, or to install cleanouts, and access through roof vents; any fees for photo/video equipment, hydro-jetting equipment, chemicals, jet or steam clearing; bathtubs, sinks, showers, shower enclosures and base pans, bidets, toilet lids and seats, jets, caulking or grouting, septic tanks, water softener, water filtration/purification systems; (septic system sewage ejector pumps are not covered unless optional coverage

feet from access point, clearing of lateral drain line stoppages up to 100 feet from access point including accessible cleanout, p-trap, drain or overflow access points.	is purchased), holding or storage tanks, saunas or steam rooms; Wi-Fi transmitter.
NOTE: Where covered repairs require access to plumbing, we will provide access to plumbing only through unobstructed walls, ceilings or floors, and will return access openings to a rough finish. We will pay up to \$1,000 per Agreement term. If the plumbing is accessible only through a concrete floor, wall or ceiling, we will pay up to \$1,000 per Agreement term for access, diagnosis and repair of such plumbing, including returning access openings to a rough finish. A maximum covered amount of \$1,000 is allowed per claim.	

#### 11. Smoke Detector(s)

COVERED	NOT COVERED
Battery operated and hardwired units.	Carbon Monoxide detector.
A maximum covered amount of \$1,000 is allowed per claim.	

#### 12. Water Heater(s)

COVERED	NOT COVERED
All components and parts, including tankless water heaters and circulating pumps, except those shown in the Not Covered section.	Auxiliary holding or storage tanks, fuel storage tank or energy conservation unit(s) and Wi-Fi transmitter.
A maximum of 2 units are covered per Agreement. A maximum covered amount of \$1,000 is allowed per unit.	

## VI. Details About Optional Coverage

Unless otherwise specified as included coverage on your Agreement Coverage Summary page, the following optional coverage may be purchased up to 30 days after the beginning of the Agreement term. Requires an additional fee paid directly to us, contact us by phone at 1-844-324-5888. Optional coverage, regardless of date of purchase, continues only through the Agreement term.

#### 1. Swimming Pool and/or Spa Combination (Shared Equipment)

Shared equipment is covered. If equipment is not shared, then only one or the other is covered unless an additional fee is paid.	
COVERED	NOT COVERED
Above ground components and parts of the heating, pumping, and filtration system including: pool heater, pool sweep motor and pump, pump motor, blower motor and timer, plumbing pipes and wiring.	Portable or above ground spas, access to pool and spa equipment, lights, liners, jets, ornamental fountains, waterfalls and their pumping systems, auxiliary pumps, pool cover and related equipment, fill line and fill valves, built-in or detachable cleaning equipment including, without limitation, pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers, fuel storage tanks, disposable filtration mediums, multi-media centers, dehumidifiers, panel box and dials, salt water generator, salt and components, Wi-Fi transmitters.
A maximum covered amount of \$1,000 is allowed per Agreement term.	

#### 2. Salt Water Swimming Pool and/or Spa Combination (Shared Equipment)

COVERED	NOT COVERED
Above ground components and parts of the heating, pumping, and filtration system including: pool heater, pool sweep motor and pump, pump motor, blower motor and timer, plumbing pipes and wiring. Saltwater cell and circuit board.	Portable or above ground spas, access to pool and spa equipment, lights, liners, jets, ornamental fountains, waterfalls and their pumping systems, auxiliary pumps, pool cover and related equipment, fill line and fill valves, built-in or detachable cleaning equipment including, without limitation, pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers, fuel storage tanks, disposable filtration mediums, multi-media centers, dehumidifiers, panel box and dials, salt water generator, salt and components, Wi-Fi transmitters.
A maximum covered amount of \$1,000 is allowed per Agreement term.	



### 3. Free Standing Freezer

COVERED	NOT COVERED
All components and parts.	-
<b>A maximum covered amount of \$1,000 is allowed per Agreement term.</b>	

### 4. Septic System

COVERED	NOT COVERED
Mainline stoppages that can be cleared through an existing access or cleanout without excavation. The septic tank will be pumped one (1) time during the Agreement coverage term if the stoppage is due to septic back up. We will not pay more than \$500 per pumping occurrence. If the septic tank needs to be replaced, we will not pay more than \$1,000 towards the replacement of the septic tank. We will cover one (1) sewage ejector pump for septic system located within the perimeter of the main foundation.	Broken or collapsed sewer lines outside the foundation, stoppages or roots that prevent the effective use of any externally applied sewer machine cable, cost of finding or gaining access to the septic tank or sewer hook-ups, disposal of waste, chemical treatment of the septic tank and/or sewer lines, tanks, leach lines, cesspool, and any mechanical pump or systems; Wi-Fi transmitters.
<b>A maximum covered amount of \$500 is allowed per occurrence. If the septic tank needs to be replaced, we will not pay more than \$1,000 towards the replacement of the septic tank.</b>	

### 5. Well Pump

COVERED	NOT COVERED
All components and parts of well pump utilized as a source of water to the home except those shown in the Not Covered section.	Above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing, well casings, pressure switches not located on the pump, holding, storage or pressure tanks, re-drilling of wells, well pump and all well pump components for geothermal and/or water source heat pumps; Wi-Fi transmitters.
<b>NOTE: We will pay up to \$1,000 per Agreement term for access, diagnosis and repair.</b>	

### 6. Premier Upgrade Package

<b>Adding this coverage to your Service Agreement Provides additional benefits on a covered claim. Certain repairs may require additional fees that are not normally covered under your Service Agreement, such as, but not limited to, disposal of equipment; duct, electrical and/or plumbing modifications; reclamation of refrigerant; code upgrades; permits; condenser pads. Depending on the package selected, we will provide up to either \$500 or \$1,000 towards non-covered charges when repairing a covered item. This benefit does not apply to equipment; items; or failures deemed ineligible for coverage. In no event shall we be liable to cover fees and/or disposal arising from hazardous and/or toxic materials or asbestos. Package limits apply to one (1) covered item, per claim. Each claim event is capped for up to either \$500 or \$1,000; any unused portion of the benefit cannot be applied towards a future claim. In no event shall we be liable for more than two (2) claims per Agreement term, for an aggregate amount of up to \$1,000 or \$2,000. Florida Residents Only: Pursuant to Florida Statute §634.346 this package provides coverage towards the replacement of functional components of the HVAC system necessary to maintain the compatibility and operating efficiency requirements of the manufacturer.</b>
--

### 7. Water Softener

COVERED	NOT COVERED
Mechanical parts and components of basic single water softener unit, including central head assembly; multi-level/twin softeners; piping to and from unit(s) and system tanks.	Any and all treatment, purification, odor control, iron filtration components and systems; discharge drywells; failure due to excessive water pressure or freeze damage; failures due to mineral and/or sediment; resin bed replacement; salt and Wi-Fi transmitters.

### 8. Outside Gas Line

COVERED	NOT COVERED
Outside gas service line is defined as a natural gas supply line from the curb box to the inlet valve of the meter for one single family residential Covered Property – it is the most direct line between the curb box and the inlet valve of the meter. It includes the gas supply line between the outlet of the meter and the exterior of the foundation. It does not include any connections or extensions such as, but not limited to, gas lines to grills, lights	Any gas service lines in excess of 500 feet in length; high pressure gas lines and the high pressure service line which is defined as a natural gas supply line with a pressure rating of 60 psi or greater; natural gas meter including connections; appliances or appliance connectors or burner tips; any gas service line not measuring between ½" and 1 ¼" in diameter; utility meters; any interior gas piping.

and pool heaters. After the outside gas service line is repaired our Service Professional(s) will provide basic site restoration to the affected area, limited to backfill of excavated soil, raking and reseeding.	
<b>NOTE: Limitations of Coverage:</b> For the repair of the outside line, we will pay a maximum of \$1,000 in the aggregate per Agreement term. After the outside gas service line is repaired, our Service Professional will provide basic site restoration to the affected area, limited to backfill of excavated soil, raking and reseeding.	

#### 9. Outside Sewer

COVERED	NOT COVERED
Outside sewer service line failures as a result of normal wear and tear. After the outside sewer service line is repaired, our Service Professional(s) will provide basic site restoration to the affected area, limited to backfill of excavated soil, raking and reseeding.	Any outside sewer line in excess of 500 feet in length, any outside sewer service line not connected to a public sewer system, including but not limited to sewer lines connected to a septic system or leach field; outside holding tanks; ejector pumps; service or damage related to the back-up of sewers and drains or any other damage caused directly or indirectly by sewer main lines; any outside sewer service line connected to a lift station; utility meters; stoppages or blockage caused by root invasion and/or by foreign objects, such as but not limited to, toys and bottle caps; any interior water or sewer lines.
<b>NOTE: Limitations of Coverage:</b> For covered repairs, we will pay a maximum of \$1,000 in the aggregate per Agreement term for repairs to outside. We will pay up to an additional \$1,000 in aggregate per Agreement term to cut, excavate or repair sidewalks located in a public easement or public roads that were damaged solely due to outside sewer line covered repair work performed by our Service Professional(s). Only expenses related to repair of sidewalks are covered under this additional limit. This additional limit, when applicable, does not add any additional coverage to the outside sewer line maximum. Should sidewalk or public road repair expenses exceed \$1,000, it is your responsibility to pay any additional costs. You will be notified of the expected additional expenses before work is completed.	

#### 10. Outside Water Line

COVERED	NOT COVERED
Outside water line repair if the failure is a result of normal wear and tear. This Agreement covers only the portion of the service line which extends from the curb box shut off valve to the meter or exterior load bearing wall of the Covered Property. After the outside water service line is repaired, our Service Professional(s) will provide basic site restoration to the affected area, limited to backfill of excavated soil, raking and reseeding.	Any outside water line in excess of 500 feet in length; any costs in excess of \$2,000 in aggregate per Agreement term; any outside water service line not connected to a public water system, including but not limited to water lines connected to a well system; lead piping; utility meters; stoppages or blockages caused by root invasion and/or by foreign objects, such as but not limited to, toys and bottle caps; sprinkler and/or any irrigation lines or systems; any interior water or sewer lines.
<b>NOTE: Limitations of Coverage:</b> For covered repairs, we will pay a maximum of \$1,000 in the aggregate per Agreement term. We will pay up to \$500 in aggregate per Agreement term to cut, excavate or repair sidewalks located in a public easement or public roads that were damaged solely due to outside water service line covered repair work performed by our Service Professional(s). These expenses will apply toward the \$1,000 Agreement maximum. Should sidewalk or public road repair expenses exceed \$500, it is your responsibility to pay any additional costs. You will be notified of the expected additional expenses before work is completed.	

### VII. General Exclusions and Limitations

1. This Agreement does not cover performance of routine maintenance. You are responsible for performing all routine maintenance and cleaning for all covered Items as specified and recommended by the manufacturer. You are also responsible for providing all routine maintenance for all areas of a Covered Property around covered Items to ensure that these Items are able to function properly as specified by the manufacturer.
2. This Agreement does not cover replacement of any covered Item.
3. This Agreement does not cover repairs of any Item covered by other insurance, warranties or guarantees, including but not limited to, manufacturer's, contractor's, builder's, distributor's, home service agreement or home warranty. Our coverage is secondary to such insurance, warranties, or guarantees.
4. This Agreement shall not cover any Item(s) if they are:



- systems, appliances or components classified by the manufacturer as Commercial-Grade;
  - flues, venting, chimneys, and exhaust lines;
  - covered Items with a failure that existed prior to the Agreement effective date;
  - lacking a visible model or serial number;
  - determined to be defective by the Consumer Product Safety Commission or 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 repaired and/or improperly installed;
  - below the slab or basement floor of the Covered Property; except as otherwise specified in this Agreement;
  - located outside the perimeter of the main foundation or a detached structure (i.e., outside the outer load bearing walls of the primary residential structure with the exception of central air conditioning unit, main electrical panel, water heater) or unless specifically covered with optional coverage purchased for Items outside the main perimeter. These exceptions must be installed for diagnose and must be manufactured for outside use or be located in a structure which protects Items from the elements;
  - located in a detached structure;
  - damaged by you in the course of remodeling or unauthorized repair.
5. This Agreement does not cover failures which may result from causes other than normal wear and tear, such as without limitation:
- abuse, misuse and/or neglect;
  - mismatched systems where the indoor and outdoor units were not properly matched to each other in capacity or efficiency for proper operation;
  - lightning strikes, power failure, power surge;
  - missing components, parts or equipment;
  - animal, pet and/or pest damage;
  - fire; casualty; flood; smoke; earthquake; freeze damage; acts of God;
  - manufacturer's improper design, use of improper materials and/or formulas, manufacturing process or any other manufacturing defect;
  - accidental damage;
  - structural damage and/or property damage;
  - accidents; war; acts of terrorism; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property;
  - any noise without a related Mechanical Failure.
6. This Agreement does not cover Mechanical Failures, damages or remediation due to:
- mold, mildew, mycotoxins, fungus, bacteria, virus, condensation, wet or dry rot, regardless of the source, origin, or location;
  - lack of capacity in the existing system or appliance, under/oversized systems in relation to the square footage for the area being heated or cooled;
  - conditions of insufficient or excessive water pressure;
  - conditions of inadequate wiring capacity, circuit overload, power failure and/or surge.
7. 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 Service Professionals to the Covered Property, such as but not limited to: tolls, required use of ferries, or barges;
  - Surcharges assessed by Service Professionals and/or part and appliance vendors;
  - permits;
  - code upgrades;



- modifications.

8. This Agreement does not cover:

- dismantle, remove and dispose the defective equipment;
- recapture refrigerant; reclaim refrigerant and dispose of refrigerant;
- removal and/or disposal of hazardous or toxic material or asbestos;
- the use of cranes or other lifting equipment required to service any Item;
- excavation or other charges associated with gaining access to a well pump;
- electronic computerized, or home energy management systems or devices; home automation hub; LCD displays that do not affect the primary operation of the unit; unless otherwise stated in this agreement;
- lighting and/or appliance management systems, unless otherwise stated in this agreement;
- radon monitoring systems, fire sprinkler systems, and solar systems and components.

9. This Agreement does not cover delays or failures to provide service caused by, or related to:

- any of the exclusions listed herein;
- shortages of labor and/or materials;
- any other cause beyond our reasonable control.

10. This Agreement does not cover replacement of functional components of HVAC systems for reasons of compatibility or efficiency requirements of the manufacturer unless additional coverage for such circumstance is purchased. This additional coverage must be purchased within 30 days from the effective date of this Agreement. To obtain this coverage, call the number on you Agreement Coverage Summary Page or visit [www.cinchhomeservices.com](http://www.cinchhomeservices.com).

## VIII. 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 Mechanical Failure of any Item, 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 a Service Professional's service, delay in providing service or failure to provide service. We are not liable for any incidental, consequential, special, and/or punitive damages, costs, expenses, 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 Service Professional'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 a Service Professional, labor difficulties, and/or the negligent, tortious and/or unlawful acts or omissions of any Service Professional.

## IX. 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 as of the date of the cancellation request. The right to cancel this Agreement as provided in this paragraph is not transferable.
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 pro-rata schedule. A processing fee of twenty-five dollars (\$25) plus the cost(s) of any services performed under this Agreement will be deducted from any refund payable to you, where permitted by law. If a claim was made under this Agreement, 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 any reason. If we terminate, this Agreement we will follow normal cancellation procedures as outlined in this section.
4. In the event you act in an abusive or harassing manner, threaten to harm or actually harm the safety or well-being of: (i) the Issuing Company (ii) any employee of the Issuing Company; (iii) a Service Professional; or (iv) any property of the company

or the Service Professional, 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.

5. If this Agreement is canceled, terminated or expires in accordance with its terms we will continue to process any outstanding claims in accordance with the Agreement.

## **X. 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 in their entirety by individual (not class-wide nor collective) final and binding arbitration, except for claims subject to the jurisdiction of the small claims court (or your state's equivalent court), as these claims are not subject to arbitration and shall proceed only on an individual (non-class and non-representative) basis in such court as stated above. 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, and not any federal, state or local court or agency, shall have exclusive authority to decide all Disputes and all questions related to the interpretation, applicability, enforceability or formation of these Dispute Resolution provisions, including any claim.
2. **CLASS ACTION AND JURY TRIAL WAIVER:** Any arbitration under this Agreement will take place on an individual basis; class, mass, consolidated or combined actions or arbitrations or proceeding as a private attorney general are not permitted. The parties are each waiving the right to trial by jury. The parties are further giving up the ability to participate in a class, mass, consolidated or combined action or arbitration.
3. **OPT-OUT:** Arbitration is not a mandatory condition of your contractual relationship with us. If you do not want to be subject to these Dispute Resolution provisions, you may opt out of these Dispute Resolution provisions by notifying us in writing of your desire to opt out of these Dispute Resolution provisions, either by (1) sending, within 30 days of the date this Agreement is executed by you, electronic mail to [compliance@cinchhs.com](mailto:compliance@cinchhs.com), stating your name and intent to opt out of the Arbitration Provision or (2) by sending a letter by U.S. Mail, or by any nationally recognized delivery service (e.g., UPS, Federal Express, etc.), or by hand delivery to: Cinch Home Services, Inc. Attn: Legal Department – Arbitration Opt-Out, 4700 Exchange Court, Suite 300, Boca Raton, FL 33431. Should you not opt out of these Dispute Resolution provisions within the 30-day period, each party shall be bound by the terms of these Dispute Resolution Provisions.

## **XI. Other Conditions**

1. **Term.** Coverage under this Agreement commences on the effective date and expires on the expiration date as specified on the Agreement Coverage Summary Page.
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. **Assignment.** In the event of assignment or transfer of title of the Covered Property, this Agreement may be assigned and/or transferred at our option, where permitted by state law and when the applicable fee has been paid. We reserve the right to charge a transfer fee not to exceed twenty-five dollars \$25.
4. **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 Mechanical 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 balance 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.

5. **Waiver.** Should we waive any of our contractual rights; such waiver will not constitute a future waiver of said rights.
6. **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.
7. **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.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between you and us and supersedes all prior agreements 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.
9. **Issuing Company.** All plans are issued by HomeSure Services, Inc., except in the following states where they are issued by the identified entity: in AL, AZ, FL, IL, IA, MA, NV, NH, NM, NY, NC, OK, SC, TX, UT, VT, WA, WI and WY by HomeSure of America, Inc.; in CA by California Cinch Home Services Inc., CA LIC #3356-3; in VA and OR by HomeSure of Virginia, Inc. Claims administration of the plans is provided by Cinch Home Services, Inc., OR CCB #202158, and repair and replacement services at the property are provided by independent Service Professionals.
10. **Marketing and Administration.** This Agreement is marketed and administered through Cinch Home Services, Inc.
11. **Corporate/Administrative Office.** P.O. Box 810275, Boca Raton, FL 33481, (800) 778-8000.

CINHP3 05/25 DTC CH RPR



**Other State Specific Information:**

TEXAS	<p><b>This is not an insurance policy or a contract of insurance.</b> HomeSure of America, Inc. is licensed by the Texas Department of Licensing and Regulation, which can be contacted at P. O. Box 12157, Austin, Texas 78711, (800) 803-9202. concerning your rights under the contract. Purchase of the residential service contract is optional. Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the department.</p>
	<p>Obligations of the provider are backed by the full faith and credit of the provider, HomeSure of America, Inc. PO BOX 810275, Boca Raton, FL 33481-0275. The administrator of this Agreement is Cinch Home Services, Inc. (license #360).</p>
	<p>NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE PROVIDER FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER CHAPTER 1304, OCCUPATIONS CODE.</p>
	<p>Requesting and Receiving Service, Item 2, the following sentence is added to the second paragraph: Dispatch of service will not be longer than forty-eight (48) hours under normal circumstances.</p>
	<p>Cancellation, Item 1 is replaced with the following: 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 less the cost of services performed under this Agreement. 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 45 days after you cancel this Agreement.</p>
	<p>Cancellation, Item 2, is replaced with the following: You may cancel this Agreement after 30 days of the coverage effective date, or at any time thereafter, at which time you may be entitled to a refund of unearned contract fees paid based on the pro-rata schedule. A processing fee of twenty-five dollars (\$25), plus the cost(s) of any services performed under this Agreement will be deducted from any refund payable to you. If a claim was made under this Agreement, 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.</p>
	<p>Cancellation, Item 3 is amended with the addition of the following: If we cancel this Agreement, we shall mail a written notice to the service contract holder stating the effective date and reason for cancellation at the last known address of the service contract holder contained in our records at least fifteen (15) days prior to the effective date of cancellation by the provider. Prior notice is not required if the reason for cancellation is for nonpayment of the provider fee, a material misrepresentation, or a substantial breach of contractual obligations concerning the property or its use.</p>

## APPLIANCE BUYLINE® DISCOUNT BUYING SERVICE TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL ENROLLEES OF THE APPLIANCE BUYLINE DISCOUNT BUYING SERVICE (THE "SERVICE") AND SHALL BE BINDING ON ALL ENROLLEES UPON COMPLETION OF ENROLLMENT IN THE SERVICE.

1. **THE SERVICE:** The Service is offered by Cinch Home Services, Inc. as an additional benefit to enrollees in certain of its and its affiliates and subsidiaries' home products (collectively Cinch Home Services). Through the Service, enrollees are given direct access to third-party merchants' ("Participating Merchants") websites through which enrollees can purchase appliances at discounted prices compared with the manufacturer and/or Participating Merchant's suggested retail prices. All products offered to enrollees in the Service are determined solely and exclusively by the Participating Merchants, and all prices and discounts advertised on the Participating Merchants' websites for the products offered are determined solely and exclusively by the Participating Merchants. All purchases made by enrollees through the Service are made directly between the enrollee and the Participating Merchant and must be approved by the Participating Merchant. All terms and costs of delivery and/or installation of any product(s) purchased through the Service are determined solely and exclusively by the Participating Merchant and the enrollee. The Service shall not participate in the selection, purchase, payment, delivery, or installation of any product by any enrollee from any Participating Merchant. The Service reserves the sole and exclusive right to determine which merchants may participate in the Service.
2. **ENROLLMENT:** To enroll in the Service, you must contact the Service at 800-475-9679 or by email to [questions@appliancebuyline.com](mailto:questions@appliancebuyline.com). Once enrolled, you will be provided with the necessary information to access Participating Merchants' websites, including any required authorization codes necessary to access the websites. Depending on the Participating Merchant, you may also be required to register with the Participating Merchant before accessing the merchant's website and/or purchasing any products. All enrollees in the Service who access and/or register with a Participating Merchant's website are subject to all terms and conditions established by that Participating Merchant in addition to the Terms and Conditions set forth herein.
3. **MERCHANDISE ORDERS:**
  - a. When you order a product from a Participating Merchant, the purchase is completed solely and exclusively between you and the Participating Merchant. Neither the Service nor Cinch Home Services is the merchant, vendor, supplier, or manufacturer of any product. Neither the Service nor Cinch Home Services maintain inventory for any products, or take title to the product. In addition to the terms and conditions set forth herein, all orders placed with a Participating Merchant are subject to the terms and conditions of the Participating Merchant with which the order is placed as well as any terms and conditions imposed by the manufacturer.
  - b. All purchases made through the Service must be completed with a credit card unless otherwise permitted by the Participating Merchant. You must check with each Participating Merchant to determine which credit cards they accept.
4. **CANCELLATION AND RETURN POLICY ON MERCHANDISE ORDERS:**
  - a. All cancellations of any orders placed with a Participating Merchant are subject to and must comply with the terms, conditions and policies of the Participating Merchant with which the order was made. You must contact the Participating Merchant directly to effectuate any cancellation.
  - b. All returns of items purchased through the Service from a Participating Merchant and delivered to you are subject to and must comply with the terms, conditions and policies of the Participating Merchant from whom the product was purchased. You must contact the Participating Merchant directly to effectuate any return.
5. **AVAILABILITY OF MERCHANDISE:** The Service and Cinch Home Services do not guarantee the availability of any product. The availability of any product is determined solely and exclusively by the Participating Merchants.
6. **WHO MAY USE:** You and immediate members of your family living in your household may use the Service for the purpose of purchasing home appliances for your and your immediate family's personal use. You may not use the Service to purchase appliances for the purpose of reselling them. You may not disclose any information you learn from accessing any Participating Merchant's website to any person or entity except as necessary to fulfill the buy-sell relationship between you and the Participating Merchant. You may not give any other person access to any Participating Merchant's website or purchase appliances through the Service on behalf of anyone other than yourself or your immediate family members living in your household. You agree to notify the Service if you become aware of any unauthorized use of the Service. Any violation of these limitations may result in the immediate termination of your enrollment in the Service and/or termination of your right to access Participating Merchants' websites.
7. **LIMITS OF LIABILITY:**
  - a. THE SERVICE, CINCH HOME SERVICES, AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES DISCLAIM AND ASSUME NO LIABILITY AS A SELLER OF ANY PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR ANY DEFECTIVE PRODUCTS, INCLUDING WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY SUCH DEFECTIVE PRODUCTS, DELAY IN DELIVERY OF PRODUCTS FOR ANY REASON WHATSOEVER, DELIVERY OF THE WRONG PRODUCT, NEGLIGENCE IN CONNECTION WITH THE DELIVERY AND/OR INSTALLATION OF A PRODUCT, AND NEGLIGENCE OF A PARTICIPATING MERCHANT, AND YOU AGREE TO WAIVE ANY AND ALL SUCH CLAIMS AS AGAINST THE SERVICE, CINCH HOME SERVICES AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES.
  - b. THE SERVICE, CINCH HOME SERVICES AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES FURTHER EXPRESSLY DISCLAIM AND ASSUME NO LIABILITY FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND YOU AGREE TO WAIVE ANY AND ALL CLAIMS FOR SUCH DAMAGES. THE SERVICE, CINCH HOME SERVICES AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES LIABILITY TO YOU SHALL IN NO EVENT EXCEED THE AMOUNT OF THE FEE PAID BY YOU FOR THE SERVICE.

- c. THE SERVICE, CINCH HOME SERVICES AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS CONTAINED IN ANY WEBSITE, PUBLICATION OR GUIDE PRODUCED AND PROVIDED TO YOU BY THE SERVICE, CINCH HOME SERVICES OR THEIR PARENTS, SUBSIDIARIES OR AFFILIATES OR FOR ANY ERRORS OR OMISSIONS CONTAINED IN ANY PARTICIPATING MERCHANT'S WEBSITE, PUBLICATIONS OR GUIDES. INFORMATION IN ANY SUCH PUBLICATIONS, GUIDES AND/OR WEBSITES REGARDING PRODUCT MANUFACTURERS, MODEL NUMBERS, PRICES, ACCESS NUMBERS AND PROCEDURES ARE SUBJECT TO CHANGE WITHOUT NOTICE.
8. **WARRANTY DISCLAIMER:** TO THE EXTENT PERMITTED BY LAW, THE SERVICE, CINCH HOME SERVICES AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES MAKE NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD BY ANY PARTICIPATING MERCHANT, INCLUDING ANY WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING BY CUSTOM OR TRADE USAGE. YOU ARE ENTITLED ONLY TO THE MANUFACTURER AND/OR PARTICIPATING MERCHANT'S PRODUCT AND SERVICE WARRANTIES SET FORTH IN THE DOCUMENTATION AND INFORMATION PROVIDED BY THE MANUFACTURER AND/OR PARTICIPATING MERCHANT. THESE WARRANTIES SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY IN EQUITY OR AT LAW FOR DEFECTIVE PRODUCTS OR SERVICES.
9. **CHANGES IN TERMS AND CONDITIONS:** The Service reserves the right to change the terms and conditions of this Agreement at any time. Benefits may vary from those stated here, and are subject to change without prior notice.
10. **GOVERNING LAW:** These Terms and Conditions, and the rights and obligations stated hereunder, shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws provisions.
11. **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. The Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (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.
12. **ASSIGNMENT:** You may not assign or delegate any of your rights or obligations under this Agreement without the written consent of the Service and subject to the authorization of Participating Merchants in accordance with their respective terms, conditions and policies.
13. **ENTIRE AGREEMENT:** These Terms and Conditions constitute the entire agreement between you, the Service and Cinch Home Services with regard to the Service and any representation, promise or condition in connection therewith, whether oral or written, not incorporated herein shall not be binding upon either party, including, without limitation, any promotional, advertising and/or marketing materials provided to you by the Service or Cinch Home Services or otherwise exchanged between the parties.

*Cinch Home Services, Inc. is the Servicing Company of the Appliance Buyline<sup>®</sup> Discount Buying Service. Certain restrictions and limitations apply. The Appliance Buyline<sup>®</sup> Discount Buying Service complies with all applicable laws and regulations concerning consumer goods. Products restricted by law are not available. Not available in Puerto Rico. Appliance Buyline is a registered service mark of Cinch Home Services, Inc. Boca Raton, FL 33431.*



Cinch Home Services, Inc. has been awarded TRUSTe's Privacy Seal signifying that this privacy policy and practices have been reviewed for compliance with TRUSTe's program requirements including transparency, accountability and choice regarding the collection and use of your personal information. The TRUSTe program covers information collected through our websites. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions.



#### Why?

Some companies, like Cinch Home Services, choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This type of information can include:

- Address, phone number and email address
- Account transactions and purchase history
- The date and time you contact us, the nature of your inquiry, and related information, when you access our website
- Credit card, loan number or ACH payment information

When you are **no longer** our customer, we continue to protect your information as described in this notice.

**Data Retention:** We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, contact us at [compliance@cinchhs.com](mailto:compliance@cinchhs.com). We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

For Quality Assurance purposes, both inbound and outbound service calls may be recorded.

#### Questions or to Opt Out

If you have general questions about this policy or wish to opt out of communication, please call (844) 324-5688 or email [compliance@cinchhs.com](mailto:compliance@cinchhs.com). To completely deactivate your account, please call (844) 324-5688.

To view the full privacy policy, please visit [www.cinchhomeservices.com](http://www.cinchhomeservices.com)