Terms and Conditions

The service order/invoice is by and between "**SERVICE WIZARDS, LLC**" and "**customer**". The service order/invoice contains the entire agreement between the two parties, and no rights are created in favor of either party other than what is specified in the service order/invoice. The terms of each agreement will begin on the effective date of the service order/invoice and continue for the term specified on the service order/invoice. Our certified technician will perform all work professionally and utilize materials of good quality during normal working hours and in accordance with the terms outlined in the service order/invoice. **Normal working hours:** 7:30am-6:00pm Monday, Tuesday, Wednesday, Thursday, and Friday – Also Saturdays from 7:30am – 2pm. This excludes nights and holidays, unless otherwise specified. **SERVICE WIZARDS** will retrieve all material and provide labor required to perform maintenance/service as outlined in the service order/invoice.

The customer shall provide reasonable access to the equipment being serviced as per **SERVICE WIZARDS**'s instructions and allow our personnel to stop and start all equipment necessary to perform agreed maintenance/service or repair. The customer will also establish that all work areas shall be free of hazards (asbestos, insects, rodents, chemicals, mold, etc...) and to clear working area of any hazards that would inhibit the installation or repair. If the hazard is found during the time of service, all work by **SERVICE WIZARDS** will cease until customer has corrected matters appropriately at customer's expense. Also, after investigation, **SERVICE WIZARDS** reserves the right to automatically terminate the service order/invoice if the equipment that is to be serviced is found to be in extremely poor condition.

At times, the customer may request that **SERVICE WIZARDS** provide additional or amended services not covered by the existing service order/invoice. The two parties may, but are not required to, agree to a change in services either by amending the service order/invoice in existence or by signing into a new service order/invoice. Such a change, if carried out, will specify the services to be performed by **SERVICE WIZARDS**, but not limited to, price and terms.

PAYMENT

The customer will compensate **SERVICE WIZARDS** for the services rendered, supplies, and materials needed, in accordance with the terms, conditions, and payment schedule outlined on the service order/invoice. Customer will make complete payment to **SERVICE WIZARDS** on completion of services rendered, immediately after receipt of service order/invoice from **SERVICE WIZARDS** with the indicated prices of services performed. Such service order/invoice from **SERVICE WIZARDS** will itemize any reimbursable expenses. Any late payments past 7 days will accrue interest at the rate of 1.5% daily, or the maximum rate allowed by applicable law.

The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated applicable to the price sale or delivery of any products, services or the work furnished hereunder or for their use by **SERVICE WIZARDS** on behalf of the customer whether such tax shall be local, state, or federal in

nature. This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to limited availability.

Emergency Work: When a customer makes an emergency service request, **SERVICE WIZARDS** reserves the right to charge the customer the emergency service labor rate and fees. In addition, at the discretion of **SERVICE WIZARDS**, a new Service Order Invoice may be obtained by **SERVICE WIZARDS** before the work is performed.

WARRANTIES

Limited Warranty: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All residential parts & labor performed by **SERVICE WIZARDS** is warranted for 365 days or as otherwise indicated in writing, all commercial parts & labor is warranted for 90 days. **SERVICE WIZARDS** makes no other warranties, expressed or implied and its agents or technicians are not authorized to make any such warranties on behalf of **SERVICE WIZARDS**.

EXCLUSIONS

SERVICE WIZARDS will not be held liable for any loss, delay, injury, or damage that are caused by improper use, negligent acts, or circumstances beyond our reasonable control including but not restricted to natural disasters, war, terrorism, civil commotion, acts of government, fire, theft, corrosion, floods, condensate restrictions, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, code violations or insurance company requirements, delays in transportation, extreme weather conditions, shortage of vehicles, fuel, labor, or materials, or malicious mischief. And, in no event, whether as a result of breach of contract, or otherwise, will **SERVICE WIZARDS** be liable for consequential, speculative, penal or incidental damages, including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customer for such damages. Also, it is agreed that any changes, adjustments, additions to repairs made by others, unless authorized by **SERVICE WIZARDS** will release and terminate all obligations of **SERVICE WIZARDS** and the customer will be responsible for payment of materials and any work or services rendered by **SERVICE WIZARDS.**

It is agreed that **SERVICE WIZARDS** will not be required to complete safety tests, install new devices or make modifications to any equipment to comply with recommendations or directives of insurance companies, governmental agencies, or for other reasons. Neither shall **SERVICE WIZARDS** be required to make replacements or repairs necessitated by reason of any other cause beyond its control except ordinary wear and tear.

Final Steps

To proceed with the project, "customer" will need to:

- Submit an **APPROVED ESTIMATE OR JOB.**
- Agree to the Terms and Conditions by electronic signature or emailed approval. The Terms and Condition represents my commitments to you the "customer"
- Payment terms to be established at the time of project approval.
- All major credit cards accepted. Payments will be processed directly through **Service Titan** and no credit card information will be viewable or downloadable by **SERVICE WIZARDS** unless a recurring authorization form has been signed.

Preventive Maintenance Agreements - Terms and Conditions

Please read this document carefully and keep it for reference. These terms and conditions, together with the terms indicated on the Invoice document, constitute the entire agreement ("Agreement") between you and SERVICE WIZARDS, pertaining to the HVAC Maintenance Plan(s) that you have purchased. The laws of the State of Oklahoma govern interpretation of this Agreement. SERVICE WIZARDS may change the terms of, or add new terms to, the Plan and this Agreement at any time in accordance with applicable law. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER). It is important that you read the Arbitration section carefully.

An Annual Term of this Agreement means the initial twelve (12) month term of this Agreement commencing on the Effective Date established by this Agreement and any successive twelve-month (12) renewal term under this Agreement. All Agreements are based on an Annual Term including those billed monthly and renewed automatically at the end of the Effective Date.

In order to be covered by the Plan, your heating or cooling unit must: (a) be installed to meet local, state, and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be readily accessible to the Service Contractor. Coverage is for owned or rented residential or commercial use property. If your service address is a rental property, you represent that you are authorized to perform the specified services to the covered equipment. SERVICE WIZARDS may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met.

All services will be performed by an authorized technician/service contractor selected by SERVICE WIZARDS . SERVICE WIZARDS has the sole and absolute right to (i) select the technician/service contractor to perform the service and (ii) determine the rates and other pricing terms under which the technicians/service contractors are compensated.

You must provide the technician/service contractor with safe and reasonable access to all Covered Products, and related systems and lines.

You must be current on all payments in order to be covered under this Agreement.

Term of Coverage and Cancellation: This Agreement is for a term of twelve (12) months starting on the Effective Date and will automatically renew for additional twelve-month Annual Term(s) thereafter unless cancelled as provided below. You may cancel this Agreement at any time as described below by notifying SERVICE WIZARDS at the phone number indicated on the Declarations Page. SERVICE WIZARDS may cancel this Agreement at any time for misrepresentation or non- payment by you; for violation of any of the terms and conditions of this Agreement; if required to do so by any regulatory authority; or if the SERVICE WIZARDS, for its convenience and in its sole discretion, makes a commercial decision to generally discontinue the Plan or to discontinue your specific participation in the Plan.

If either you or SERVICE WIZARDS cancels this Agreement within 30 days from the Agreement's Effective Date and you have not had service performed hereunder, you will receive a full refund of Plan payments made by you. If either you or SERVICE WIZARDS cancels this Agreement more than 30 days from the Agreement Effective Date, and you have not had service performed the Plan will terminate effective immediately without requirement for any additional payment by you. If either you or SERVICE WIZARDS cancels this Agreement more than 30 days from the Agreement Effective Date and you have had service performed during the then-current Annual Term, you will be invoiced for unpaid months through the remainder of the current Annual Term. If you move to a new service address, this Agreement will be deemed cancelled by you.

Price/Billing: The amount of your annual or monthly charge is provided on the invoice. In addition to your monthly charge, you may be billed for applicable taxes or surcharges associated with your state of residence. The initial charges will be submitted for billing approximately five (5) business days after the Agreement's Effective Date. Each subsequent monthly charge will be submitted for billing on or about the same day of the month as your initial charge was submitted. The charge for this Agreement on your bill or credit card shall serve as the invoice for the service. On notice to you, SERVICE WIZARDS may change the means in which you are invoiced and billed for your services. By applying for the services, you consent to SERVICE WIZARDS inquiring about your credit or payment history at any time as it relates to your ability to pay for the services, and you consent to disclosure of your customer information to third parties to the extent necessary to administer the Plan.

Limit of Liability: TO THE FULLEST EXTENT ALLOWED BY LAW, SERVICE WIZARDS, ITS PARENT AND AFFILIATES, AND THE TECHNICIAN/SERVICE CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LIABILITY OF SERVICE WIZARDS SHALL BE LIMITED TO THREE TIMES THE AMOUNT PAID UNDER THE PLAN(S) BY YOU DURING THE PREVIOUS TWELVE MONTHS. SERVICE WIZARDS IS NOT RESPONSIBLE FOR ANY SERVICES PERFORMED BY ANY OTHER CONTRACTOR OR SERVICE OUTSIDE OF THE SCOPE OF THE PLAN. SERVICE WIZARDS AND ITS AFFILIATES ARE NOT THE MANUFACTURER OF THE PRODUCTS OR SYSTEMS COVERED UNDER THIS AGREEMENT AND THEREFORE THIS AGREEMENT

IS NOT AN EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS COVERED BY THE PLAN(S).

Communications: SERVICE WIZARDS may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, mobile notifications, hard copy, or posting of such notice on www.theservicewizards.com

Assignment; Miscellaneous Terms: This Agreement may be assigned by SERVICE WIZARDS without notice to you. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and shall be given no effect in the construction or interpretation of this Agreement. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the contractual intent to the maximum extent permitted by applicable legal requirements. Unless the context of this Agreement otherwise clearly requires, references in the plural form include the singular and vice versa.

THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION:

Except as otherwise required by law, any claim, dispute, or controversy between you and SERVICE WIZARDS that arises from or relates to this Agreement or the Plan (individually and collectively, a "Claim") shall be resolved by binding individual arbitration. This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. All issues relating to the Claim are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of Paragraph (2) below, shall be determined by a court and not the arbitrator. If arbitration is chosen by any party, the following shall apply:

(1) NEITHER YOU NOR SERVICE WIZARDS WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO

ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.

(2) Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. You and SERVICE WIZARDS also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and SERVICE WIZARDS hereby

waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and/or to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration. SERVICE WIZARDS does not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

(3) The arbitration shall be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website www.adr.org, or by calling the AAA at (800) 778-7879. If AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration SERVICE WIZARDS. Unless you and SERVICE WIZARDS agree otherwise, any arbitration hearing shall take place in the federal judicial district where you reside. We encourage you to call SERVICE WIZARDS before filing a claim for arbitration to see if the dispute may be resolved be settled prior to arbitration. SERVICE WIZARDS will pay all filing, administrative, arbitrator, and hearing costs. SERVICE WIZARDS waives any rights they may have to recover an award of attorneys' fees and expenses against you. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(4) The arbitrator's decision will generally be final and binding, except for limited rights of appeal provided by the Federal Arbitration Act.

(5) Other rights that you would have if you went to court might also not be available in arbitration.

This Arbitration Provision shall survive termination of this Agreement and your enrollment in the Plan. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.