

SERVICE CONTRACT TERMS AND CONDITIONS

In this Contract the words “you” and “your” mean the Customer, “we,” “us” and “our” mean the seller, Constellation Home.

- 1. Coverage:** This service contract (Contract) will cover the adjustment, repair or replacement of the functional parts that fail through normal use as specified in this Contract and accompanying brochure. The Brochure is part of this Contract. It explains which parts of the Equipment described on the reverse hereof are covered, and which are not, and the circumstances under which the parts will, or will not, be repaired or replaced. However, we shall have no responsibility to adjust, repair, or replace parts (or the Equipment) if parts are no longer reasonably available, or if the Equipment is not reasonably accessible to service, or if the Equipment is in such condition that adjustment, repair, or replacement of parts would not render the Equipment or system serviceable or usable for a reasonable period. This Contract does not cover or provide routine maintenance (with the exception of the Premium, Preventive Maintenance and/or Inspection policies), or service made necessary as a result of fire, theft, flood, freezing, acts of God, accidental damage, abuse, neglect, vandalism, unauthorized alterations, or any other abnormal condition not due to normal use. Residential applications only.
- 2. Service Calls:** All non-emergency service calls will be performed during Constellation Home's regular working hours (8:00 a.m. to 5:00 p.m. Monday through Friday). Service calls will be made under this Contract within our service territory only. 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. At our sole discretion, Constellation Home reserves the right to charge a \$75 fee for each non-emergency service call performed outside of our regular working hours. In order to obtain service under this contract, call 1-844-307-HOME (307-4663).
- 3. Inspection:** Unless the Equipment was covered by a manufacturer's warranty or a Constellation Home Service Contract on the date this Contract is returned to Constellation Home, or the date your Contract was initiated by a telephone representative, Constellation Home reserves the right, at its election, to inspect the Equipment to determine its current condition before accepting this Contract. If performed, you agree to pay for such inspection at our regular schedule of charges, which will be disclosed prior to the inspection.
- 4. Cancellation:** If cancellation occurs within 30 days of the date issued, or prior to the expiration date of the manufacturer's written warranty, we will refund all amounts paid. If service has been rendered under this Contract, no refunds will be given. With the exception of heating and cooling system policies, if cancellation occurs after 30 days, refunds will be prorated based on the full months remaining in the Contract. For heating and cooling system policies, if cancellation occurs after 30 days of the issue date, no refunds will be given.
- 5. Limit of Liability:** 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 or any indirect, consequential, special, incidental damages or exemplary damages.
- 6. Payment Obligation/Prepayment/Late Payments:** Customer agrees to pay each of the payments indicated under the Payment Option (as shown on the reverse side hereof) when billed. If applicable, you may prepay the Total of Payments in full at any time without penalty. We will report certain terms of this Contract, along with our payment experience with you, to credit bureaus. Any partial prepayments will be applied to the last installment coming due, and shall not reduce the amount of or postpone the due date of any subsequent installments until the amounts due hereunder are paid in full. Your payments will be applied, at our option, first to late charges, cost of collection and other fees and charges due with respect to this Contract, then to interest, principal, and finally to other amounts owed.
- 7. Permission for Electronic Withdrawal:** By sending us a check payment for 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.
- 8. AutoPay Terms and Conditions:** Based on customer election, customer agrees to make payments to Constellation Home. Customer authorizes Constellation Home to debit customer checking account according to payment terms.
- 9. LIMITATION OF LIABILITY:** IN NO EVENT SHALL CONSTELLATION HOME BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT OR INCIDENTAL DAMAGES WHETHER IN CONTRACT OR IN TORT FOR INJURY TO PERSON OR PROPERTY RESULTING FROM ANY ACTIONS UNDERTAKEN PURSUANT TO THIS CONTRACT OR THE FAILURE OF THE EQUIPMENT OR ANY PARTS OF THE EQUIPMENT.
- 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, cease to conduct business or dissolve, or (c) a petition either under the Federal bankruptcy laws or any local law providing similar relief is filed by or against you. In the event you default, the entire unpaid portion of the Total of Payments may be accelerated and become immediately payable at our election without prior notice or demand. We may suspend service under this Contract until any amount due under this Contract is fully paid.
- 11. Costs And Attorney's Fees After Default:** You agree to pay all court costs and other collection costs (including field collection costs) actually incurred relating to your default. In addition, you agree to pay attorney's fees of 15% of the unpaid portion of the Total of Payments and other amounts due and owing hereunder, an amount which you agree is reasonable.
- 12. Miscellaneous:** This Contract supersedes all prior proposals, understandings, negotiations, and all other agreements and discussions, oral or written, between the parties relating to the subject matter of this Contract. The Contract, 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. We may waive or delay enforcing a right against one of you without waiving it as to the other.)
- 13. Assignment:** You may not assign 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.
- 14. Governing Law:** The Contract is governed by MARYLAND law without respect to any conflicts of law principals. You irrevocably agree to waive any right to a trial by jury, and to exclusive venue and jurisdiction in the courts located in Baltimore, Maryland.
- 15. Hazards:** The 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 (collective, "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 attorney's fees) of whatever nature incurred as a result of any Hazard on or relating to Customer's premises.
- 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.
- 17. NOTICE:** ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
- 18. Additional Charges:** You will, at our option, pay us interest on all amounts not paid when due, including any late charges, collection costs, court costs, and any funds expended to cure a default.
- 19.** If you have any questions regarding this contract, call 1-844-307-HOME (307-4663) between 9:00 a.m. and 4:30 p.m., Monday through Friday.