

Terms of Use

HomeServe Website Terms and Conditions

Last Updated and Effective as of: **July 21, 2022**

Welcome! These Terms and Conditions, including any documents, policies, and guidelines incorporated by reference (referred to collectively as the “**Terms and Conditions**”) governs the websites <https://www.homeserve.com/en-us/> and <https://www.homeserve.ca> (including both mobile and online versions), including your use of our mobile application and/or other online services that we own and control and that post a link to these Terms and Conditions (collectively, the “**Website**”), which are made available by HomeServe USA Corp. (“**HomeServe**”, “**we**”, “**our**” or “**us**”).

Your access and use of the Website is subject to these Terms and Conditions, our Privacy Policy, <https://www.homeserve.com/en-us/legal/privacy-policy>, and all applicable laws. By accessing or using any part of the Website, you accept, without limitation or qualification, these Terms and Conditions and consent to the collection and use of your data in accordance with our Privacy Policy. If you do not agree, you may not use any portion of the Website.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, AS THEY MAY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO A TRIAL BY JURY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THESE TERMS REQUIRE YOU TO ARBITRATE DISPUTES WITH US, RATHER THAN RESOLVE DISPUTES THROUGH A JURY TRIAL OR CLASS ACTION, AND THAT ALL CLAIMS BE BROUGHT INDIVIDUALLY, NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER.

ACCESSIBILITY: HOMESERVE IS COMMITTED TO MAKING OUR WEBSITE USABLE BY ALL PEOPLE BY MEETING OR EXCEEDING THE REQUIREMENTS OF THE WEB CONTENT ACCESSIBILITY GUIDELINES (WCAG) 2.0 AA. IF YOU ARE HAVING ANY TROUBLE ACCESSING THE

WEBSITE, PLEASE CONTACT US TOLL FREE AT 855-336-2465, 24 HOURS A DAY, 7 DAYS A WEEK OR VIA OUR CONTACT US info@homeserveusa.com.

1. **Authorized Use of Website.** This Website is provided for your personal and non-commercial use. Any other use of the Website, including the reproduction, modification, distribution, transmission, republication, display or performance of its contents or hyperlinking to it, requires the prior written consent of HomeServe. We make no representations that the content or the Website are appropriate or may be used or downloaded outside the United States or Canada. If you access the Website from outside the United States or Canada, you do so at your own risk and are responsible for compliance with the laws of the jurisdiction from which you access the Website.

2. **Unauthorized Use of Website.** You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download, scrape or otherwise reproduce, store or distribute content available on the Website. Further, you may not use any such automated means to manipulate the Website, such as automating what are otherwise manual or one-off procedures. You may not take any action to interfere with, or disrupt, the Website or any other user's use of the Website, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing" the Website, circumventing security or user authentication measures or attempting to exceed the limited authorization and access granted to you under these Terms and Conditions. You may not frame portions of the Website within another website or application. You may not resell use of, or access to, the Website to any third party without our prior written consent.

3. **Website Uptime.** We take all reasonable steps to ensure that the Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore, we will not be liable if the Website is unavailable at any time. The Website may be temporarily unavailable due to issues such as system failure, maintenance or repair, or for reasons beyond our control. Where possible, we will try to give you advance warning of maintenance issues, but shall not be obliged to do so.

4. **Registration and Passwords; Privacy.** In order to access certain services on the Website, you may be required to provide specific information. All information about you must be accurate and truthful, and you may not use any aliases or other means to mask your identity. Any access codes or passwords provided should be safeguarded at all times. You are responsible for the security of your access codes and passwords and will be solely liable for any use or unauthorized use under such access codes or passwords. We may suspend or terminate your access at any time with or without notice. To understand how we use information collected from you, including information collected via social media connectivity, please read our Privacy Policy, <https://www.homeserve.com/en-us/legal/privacy-policy>.

5. **Purchases.**

- a. **Products and Services.** HomeServe continually upgrades and revises its products to provide you with new products and services. HomeServe may revise, discontinue or modify any products and/or services at any time. Products and/or services may become unavailable, and we will provide notice in accordance with the applicable product and/or service Additional Terms (as defined herein) prior to canceling or discontinuing a product or service, or as required by law. Unless we tell you otherwise, the products and services on our Website are available only to residents of the United States or Canada (where noted). The information on the Website is only aimed at these residents and, unless we tell you otherwise, we will not accept orders or applications from anyone else.
- b. **Website Orders.** Additional Terms also apply to each product and service purchased through the Website. You should read the applicable Additional Terms prior to ordering a particular product or service. We may change the price and details of products and services (including any Offers, as defined herein) at any time before we accept your order to purchase them. All orders are subject to availability. Where any product or service turns out to be temporarily unavailable, we may offer a replacement product or service to you. You have the right to accept or refuse this replacement product or

service. If you choose to refuse such replacement product or service, you will be able, at your option, to either order another product or service from the Website or cancel your order and claim a refund. All orders are subject to acceptance by us. HomeServe uses its reasonable endeavors to keep copies of all orders placed for products and services by you, but cannot guarantee that it will keep a copy of every order for an unlimited time due to the number of orders it receives.

- c. **Acceptance of Orders.** Once an order is accepted and confirmed by HomeServe, a binding contract is formed. You should review prior to purchase and print out a copy of the Additional Terms applicable to the product or service you purchase and keep a copy of the confirmation of purchase in a safe place as a record of each transaction. Your rights to cancel a purchased product or service will be set out in the Additional Terms for that product or service. Contracts with HomeServe are concluded in English and all communication between you and us will be in English.
- d. **Prices and Payment.** The prices charged by HomeServe will be those in effect on the date of receipt of your order. Prices do not include any applicable taxes and fees. If applicable, local sales tax will be applied at the time your payment is processed. All payments are to be made in United States Dollars for U.S. residents and in Canadian dollars for Canadian residents. We may change the price and details of products and services (including any Offers, as defined herein) at any time before we accept your order to purchase them. We accept payment via a number of methods, details of which are set out in the Additional Terms applicable to each product or service. Please check the Additional Terms for details. Where we accept credit or debit card payments, your payment will be collected via our online secure payment system or by phone. We may charge your credit card or debit your bank account before we provide the product or service to you. All credit card payments are subject to validation checks and authorization by the card issuer. You represent that if you are purchasing a product or service on the Website, any credit card information you supply is

true and complete, charges incurred by you will be honored by your credit card HomeServe and you will pay the charges incurred by you at the posted prices, including any applicable taxes or fees.

6. **Corrections.** We attempt to be as accurate as possible and eliminate errors on the Website, however, we do not warrant that any product, service or description, photograph, pricing or other information is accurate, complete, reliable, current, or error-free. In the event of an error, whether on the Website, in an order confirmation, in processing an order, delivering a product or otherwise, we reserve the right to correct such error and otherwise change or update the information on the Website at any time without notice, revise your order accordingly if necessary (including charging the correct price) and/or cancel your order and refund any amount charged.

7. **Proprietary Rights.** HomeServe is the owner of or otherwise licensed to use all parts of the Website, including all copy, software, graphics, designs and all copyrights, trademarks, service marks, trade names, logos, and other intellectual property or proprietary rights contained therein. Some materials on the Website belong to third parties who have authorized HomeServe to display the materials, such as portfolio works, client logos and trademarks and other proprietary materials. By using the Website, you agree not to copy, distribute, modify or make derivative works of any materials without the prior written consent of the owner of such materials. **Except as expressly set forth in these Terms and Conditions, no license is granted to you and no rights are conveyed by virtue of accessing or using the Website. All rights not granted under these Terms and Conditions are reserved by HomeServe.**

8. **No Ideas Accepted.** We do not accept any unsolicited ideas from outside the HomeServe including without limitation, suggestions about advertising or promotions, or merchandising of any products, additions to our services, or changes in methods of doing business. We may already be working on or may in the future work on a similar idea. This policy eliminates concerns about ownership of such ideas. If, notwithstanding this policy, you submit an unsolicited idea to this Website, you understand and acknowledge that such idea is not submitted in confidence and we assume no obligation, expressed or implied, by considering it. You further understand that we shall exclusively

own all known or hereafter existing rights to the idea everywhere in the world, and that such idea is hereby irrevocably assigned to us. Without limiting the foregoing, to the extent any such assignment is deemed unenforceable, and or to the extent necessary for HomeServe to utilize your submission, you hereby grant HomeServe an irrevocable, perpetual, world-wide license to use the idea and any associated intellectual property in any manner, in any medium now known or hereafter developed, without compensation to you and waive any associated moral rights in our favor.

9. **User Submissions.** HomeServe may now or in the future offer users of the Website the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Website (collectively, “**submit**”) reviews, messages, text, illustrations, files, images, graphics, photos, comments, feedback, surveys, responses, sounds, music, videos, information, content, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, “**User Submissions**”). We may allow you to submit User Submissions through forums, email, and other communications functionality. Any User Submissions shall be considered non-proprietary and non-confidential.

Your User Submissions will not include any:

- content for which you have not obtained all necessary consents;
- content that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offense, give rise to a civil liability, or otherwise is contrary to the law in any applicable jurisdiction where the Website is being used; and/or
- content which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

10. **Links; Third Party Transactions.** This Website may contain links to other websites or applications not maintained by HomeServe. Other websites or

apps may also reference or link to our Website. We encourage you to be aware when you leave our Website and to read the terms and conditions and privacy statements of each and every website or app that you visit. We are not responsible for the practices or the content of such other websites or apps. Through your use of the Website, you may have the opportunity to engage in commercial or other transactions with other users, vendors and other third parties. You acknowledge that all transactions relating to any merchandise or services offered by any third party, including but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the third party seller or purchaser of such merchandise and services and you, and that you will look solely to such third party to enforce any of your rights. In the event of any problem with the products or services that you have purchased from a third party, you agree that you will address such issues with the third party, but all limitations of liability and other rights of HomeServe shall apply nonetheless. We may not have the ability to accept returns or refund the purchase price for any transaction you complete with a third party through our Website. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS OR INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY AND NOT BY US.

11. Other Sources of Terms and Conditions; Promotions and Coupons. Certain provisions of these Terms and Conditions may be superseded by expressly designated legal notices, rules or other terms located on particular pages of the Website, including on any product or service page or on any checkout page (collectively, “**Additional Terms**”). In order to participate in or use certain services, promotions, discounts or coupons that may be run from time to time with respect to the Website (“**Offer(s)**”), you may be required to agree to certain Additional Terms. Certain merchandise, costs or membership programs, and/or other benefits may be modified or not available in connection with an Offer. Your acceptance or redemption of any Offer constitutes your unconditional acceptance of the Additional Terms. If there is an actual conflict between these Terms and Conditions and any Additional Terms, the Additional Terms shall control and the non-conflicting provisions in these Terms and Conditions will continue to apply. For the sake of clarity, silence with respect to a particular term in either

these Terms and Conditions or any Additional Terms does not constitute a conflict.

12. No Warranties. While HomeServe uses reasonable efforts to include up-to-date information on the website, HomeServe makes no warranties or representations as to its accuracy or completeness. HomeServe assumes no liability or responsibility for any errors or omissions in the content on the website. Your use of the website is at your own risk. The website, including all content made available on or accessed through the website, is provided “as is” and HomeServe makes no representations or warranties of any kind whatsoever for the content on the website. Further, to the fullest extent permissible by law, HomeServe disclaims any express or implied warranties, including, without limitation, non-infringement, title, merchantability or fitness for a particular purpose. HomeServe does not warrant that the functions contained on the Website or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the website or the server that makes it available is free of viruses or other harmful components. HomeServe shall not be liable for the use of the website, including, without limitation, the content and any errors contained therein. In no event will HomeServe be liable under any theory of tort, contract, strict liability or other legal or equitable theory for any lost profits, lost data, lost opportunities, costs of cover, exemplary, punitive, personal injury/wrongful death, special, incidental, indirect or other consequential damages, or for any direct damages, and/or any other damages resulting from your use of the website, each of which is hereby excluded by agreement of the parties regardless of whether or not either party has been advised of the possibility of such damages.

If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities, shall not exceed the amount paid by you, if any, for accessing this Website.

13. Waiver By California Residents. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION

1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

14. **Changes.** All information posted on the Website is subject to change without notice. In addition, these Terms and Conditions may be changed at any time without prior notice unless required by applicable law. We will make such changes by posting them on the Website and/or forwarding notices to you. You should check the Website for such changes frequently. Your continued access of the Website after such changes conclusively demonstrates your acceptance of those changes.

15. **Indemnification.** You agree to indemnify, defend and hold harmless HomeServe, its employees, directors, officers, agents, business partners, affiliates, contractors, distribution partners and representatives from and against any and all claims, demands, liabilities, costs or expenses, including attorney’s fees and costs, arising from, or related to, any breach by you of any of these Terms and Conditions or applicable law.

16. **Severability.** If any part of these Terms and Conditions shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms and Conditions, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

17. **Waiver; Remedies.** The failure of HomeServe to partially or fully exercise any rights or the waiver of HomeServe of any breach of these Terms and Conditions by you shall not prevent a subsequent exercise of such right by HomeServe or be deemed a waiver by HomeServe of any subsequent breach by you of the same or any other term of these Terms and Conditions. The rights and remedies of HomeServe under these Terms and Conditions and any other applicable agreement between you and HomeServe shall be

cumulative, and the exercise of any such right or remedy shall not limit HomeServe's right to exercise any other right or remedy.

18. Governing Law; Dispute Resolution. PLEASE READ THIS SECTION CAREFULLY, IT REQUIRES BINDING ARBITRATION OF DISPUTES INSTEAD OF LITIGATION IN COURT, AND AFFECTS LEGAL RIGHTS, INCLUDING YOUR RIGHT TO A TRIAL BY JURY.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ANY DISPUTE THAT ARISES OUT OF OR RELATES TO THIS AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM HOMESERVE, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS. This arbitration agreement applies to disputes no matter when they arose, including claims that arose before You and HomeServe entered into this Agreement. This arbitration agreement also applies to disputes involving the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of HomeServe. In addition, this arbitration agreement covers any claims or causes of action against HomeServe that You may assign or subrogate to an insurer. The American Arbitration Association ("AAA") will administer the arbitration under its Consumer Arbitration Rules. The Federal Arbitration Act applies. Unless you and HomeServe agree otherwise, any arbitration hearings will take place in the county where Your Home is located. Notwithstanding the foregoing, any party bringing a claim may choose to bring an individual action in small claims court instead of arbitration, so long as the claim is pursued on an individual rather than a class-wide basis, but otherwise BY AGREEING TO ARBITRATION YOU ARE WAIVING YOUR RIGHT TO PROCEED IN COURT. THIS ARBITRATION AGREEMENT DOES NOT PERMIT CLASS ACTIONS AND CLASS ARBITRATIONS. By entering into this Agreement, all parties are waiving their respective rights to a trial by jury or to participate in a class or representative action. YOU AND HOMESERVE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. You may bring a claim only on your own behalf and cannot seek relief that would affect other parties.

HomeServe will pay any filing fee, administration, service or case management fee, and arbitrator fee that the AAA charges you for arbitration of the dispute.

IF FOR ANY REASON A CLAIM OR DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND HOMESERVE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY. This jury trial waiver also applies to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of HomeServe.

The laws of the State of New York shall govern these Terms and Conditions. While we will make reasonable efforts to resolve any disagreements you may have with HomeServe, if these efforts fail you agree that all claims, disputes or controversies between you and the HomeServe arising out of these Terms and Conditions, or the purchase of any products or services (“**Claims**”) shall be exclusively submitted to binding arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third- party claims, interpleaders or otherwise; and Claims made independently or with other claims. In arbitration, as with a court, the arbitrator must honor the terms of these official rules and can award the prevailing party damages and other relief, and the parties have the right to be represented by counsel of their choice.

California and Canada Only: If a court (or an arbitrator in Canada) decides that applicable law precludes enforcement of any of this Section’s limitations as to a particular request for a remedy or claim for relief, then that request or claim (and only that request or claim) must be severed from the arbitration and may be brought in court.

20. Terms Applicable to our App. We may make available a mobile application (“**App**”), which you are solely responsible for ensuring is properly installed on your personal device. We will have no responsibility or liability whatsoever for any failure of the App which impedes or otherwise interferes with access to the website or impedes or otherwise adversely affects other

software or devices. You are solely responsible for providing and paying for connectivity to use the App. HomeServe will have no responsibility or liability for interruptions of connectivity.

a. **Updates; Acceptance.** The App may automatically download and install in or on the App certain updates and you hereby consent to such downloading and installation without any separate notice thereof from us. You also agree to receive and install such downloads. We may change the App at any time without providing you notice and without having any liability to you or any other person or entity. If you do not agree with any such changes, your sole and exclusive remedy is to not use the App. Your continued use of the services made available on the App irrevocably confirms your acceptance of, and agreement to, such changes.

a. **Terms Applicable For our App Acquired through the Apple App Store.** If you are accessing or using services made available by us on the App through a personal device manufactured and/or sold by Apple, Inc. (“**Apple**”):

- i. You acknowledge that these Terms and Conditions are entered into between you and HomeServe and, that Apple is not a party to these Terms and Conditions other than as third-party beneficiary as contemplated below.
- ii. The license granted to you in these Terms and Conditions is subject to the permitted Usage Rules set forth in the Apple App Store Terms and Conditions, available at <http://www.apple.com/legal/itunes/us/terms.html> (for U.S. residents) and <https://www.apple.com/ca/legal/internet-services/itunes/ca/terms.html> (for Canadian residents), and any third party terms of agreement applicable to the App.
- iii. You acknowledge that HomeServe, and not Apple, is responsible for providing the services made available on the App.
- iv. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the App.

- v. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App.
- vi. Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and HomeServe, HomeServe and not Apple is responsible for addressing any claims you may have relating to the App, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- vii. You agree that if the App, or your possession and use of the App, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.
- viii. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms and Conditions, and that, upon your acceptance of such, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as a third-party beneficiary thereof.
- ix. When using the App, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the App.

a. **Terms Applicable for our App Acquired through the Google Play Store.** If you acquire the App via the Google Play Store:

- i. you acknowledge that these Terms and Conditions are between you and HomeServe only, and not with Google, Inc. ("**Google**");
- ii. your use of the App must comply with Google's then-current Google Play Store Terms of Service;

- iii. Google is only a provider of the Google Play Store where you obtained the App;
- iv. HomeServe, and not Google, is solely responsible for the App;
- v. Google has no obligation or liability to you with respect to the App or these Terms and Conditions; and vi. you acknowledge and agree that Google is a third-party beneficiary to these Terms and Conditions as they relate to the App.
- vi. you acknowledge and agree that Google is a third-party beneficiary to these Terms and Conditions as they relate to the App.

Our Contact Information

If you have any queries or concerns about these Terms or material that appears on our Website, please contact us at:

HomeServe USA Corp.
ATTN: Privacy Officer
601 Merritt 7, 6th Floor,
Norwalk, CT, 06851
1-888-752-6740
privacy@homeserveusa.com