

**FPL HOME  
SERVICE AGREEMENT COVERAGE OVERVIEW**

IMPORTANT INFORMATION- PLEASE RETAIN FOR YOUR RECORDS

**Service Agreement Holder:**

John Doe

**Property Address:**

123 Main Street  
Anytown, USA 00000

**Customer Service Number:** 844-965-1132  
Available: 7 am - 7 pm Monday-Friday (EST)

**Email Address:**

John.Doe@gmail.com

**Name of Service Plan:**

[Appliances Warranty Plus or Home Warranty Plus]

**Add Ons:**

[Additional Central Heating and Air Cooling ("AC") Systems, Pool / Spa equipment, Well Pump, Standalone Appliances i.e. Refrigerator, Freezer, or Ice Maker, Septic Tank Pumping (Single or Dual Compartment Tanks), Septic System / Sewage Ejector Pump, Water Softeners / Water Purification System, Additional Garage Door Opener, and/or Central Vacuum]

**Service Agreement Number:**

0123456789

**Service Agreement Term:**

Start Date: 01/01/2015

End Date: [1, 2 or 3-year term]

Coverage Start Date: Service Calls may be made from 02/01/2016

**Service Call Deductible:** [\$75.00]

**Price:** The [Monthly, 1, 2 or 3-year] amount of [\$XX.XX]

THIS COVERAGE IS SUBJECT TO SERVICE PLAN AND ADD ONS SET FORTH ON THIS PAGE AND THE ENCLOSED SERVICE AGREEMENT TERMS AND CONDITIONS. PLEASE READ THEM CAREFULLY. CERTAIN ITEMS AND EVENTS ARE NOT COVERED BY THIS SERVICE AGREEMENT. PLEASE SEE THE "NOT COVERED" SECTIONS ON PAGES 2 THROUGH 6 OF THE TERMS AND CONDITIONS AND THE STANDARD EXCLUSIONS ON PAGES 6 THROUGH 7 OF THE TERMS AND CONDITIONS.

Appliances Warranty Plus and Home Warranty Plus are the brand names of this Service Agreement program. This program is not a warranty.

## FPL HOME SERVICE AGREEMENT TERMS AND CONDITIONS

**This Agreement is not a Contract of Insurance or a Warranty subject to the Federal Magnuson-Moss Act.**

Please read this Service Agreement carefully, as it describes the protection You will receive in return for Your payment of the purchase price of this Service Agreement and it contains a Dispute Resolution/Arbitration Agreement and Class Action Waiver. You acknowledge Your understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out below in this Service Agreement.

Subject to all terms and conditions of this Service Agreement, Obligor agrees to provide the stated coverage(s) during the Service Agreement Term for the property address and Covered Products as set forth in Section C below. **IF ANY PART OF YOUR MANUFACTURER'S WARRANTY OR THIRD-PARTY EXTENDED WARRANTY OVERLAPS WITH THIS COVERAGE, THIS SERVICE AGREEMENT IS SECONDARY TO YOUR MANUFACTURER'S WARRANTY OR THIRD-PARTY EXTENDED WARRANTY COVERAGE.**

### A. DEFINITIONS:

**Administrator** - FPL Home, the entity responsible for selling and administering this **Service Agreement**, located at 700 Universe Blvd. Juno Beach, FL 33408.

**Authorized Service Provider** - a service provider authorized by FPL Home to provide repair or replacement services for Covered Products.

**Coverage Benefit** - the maximum amount of coverage for a Covered Product under this Service Agreement for each 12-month term of this Service Agreement. Any unused coverage amount does not roll into any 12-month renewal term.

**Covered Product(s)** - the covered appliances and systems as set forth in Section C below that are located at Your property address as set forth on the Coverage Overview and that are owned by You.

**Claim** - a request for repair or replacement services of a Covered Product inside of a contractor trade category (e.g. plumbing, electrical, HVAC).

**Failure** - any failure that affects the proper operation of a Covered Product due to normal wear and tear.

**FPL Home** - FPL Energy Services, Inc. doing business as FPL Home located at 700 Universe Blvd. Juno Beach, FL 33408.

**Obligor/We/Us/Our** - Lyndon Southern Insurance Company, the entity that is contractually obligated to You under the terms of this Service Agreement, located at 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, 800-888-2738, Florida License No. 03698.

**Price** - the amount payable by You for the coverage under this Service Agreement.

**Service Agreement/Service Plan** - this document, including the Coverage Overview, any state specific provisions, and applicable Addendums (if any). This Service Agreement must be made available for inspection when You require service.

**Service Agreement Holder/You/Your** - the person who is listed on the Coverage Overview.

**Service Agreement Term** - the period You are covered under this Service Agreement and is listed on the Coverage Overview.

**Service Call Deductible** - the fee, as listed on the Coverage Overview, that is due by You for each Service Call.

### B. TERM OF SERVICE AGREEMENT; TERM OF COVERAGE; AND UPGRADE OF PLAN

**Service Agreement Term:** Your Service Agreement begins on the Start Date listed on Your Coverage Overview and will continue for a [1, 2 or 3-year term] ("Term") provided neither You nor We cancel pursuant to Section I below.

**Term of Coverage:** Subject to the Upgrade of Plan Section below, there is an initial waiting period of thirty (30) days, within which You will not be able to request a Service Call, giving You eleven (11) months of coverage during the first year. Upon renewal (if applicable), You will not be subject to a waiting period again. If You are on a monthly payment plan, following a cancellation request by You, Your coverage will remain in effect for thirty (30) days from the date of Your last monthly payment.

**Upgrade of Plan:** If You have upgraded an Appliances Warranty Plus plan to the Home Warranty Plus plan, (i) this Service Agreement supersedes and replaces in its entirety the Appliances Warranty Plus plan, and (ii) the coverage start date for products previously covered under the Appliances Warranty Plus plan will not be subject to the thirty (30) day waiting period.

### **C. WHAT'S COVERED:**

This Service Agreement applies to Covered Products identified in this Section below within one single-family residence, condominium, town house, modular home or manufactured home under 5,000 square feet that has been anchored to a permanent foundation and not moved during the coverage term. Coverage is for owned residential property, not rented or commercial property or premises used for business purposes. **COVERAGE WILL BE SUSPENDED DURING ANY PERIOD OF TIME DURING WHICH YOU HAVE A PAYMENT DEFICIENCY. NO SERVICE CALL OR CLAIM IS CONSIDERED OR AVAILABLE TO YOU DURING THE SUSPENSION.**

Subject to the terms and conditions of this Service Agreement including the limitations of this Section C, in response to a Claim, We agree to dispatch an Authorized Service Provider(s) and pay the cost of parts and labor necessary to restore the Covered Product to normal operating condition as a result of a covered Failure. In the event that the cost of repair of a Covered Product is substantially equivalent to the cost of replacement of the Covered Product, at Our sole discretion We may (i) replace the Covered Product with a replacement product of similar features, capacity and efficiency and will use best efforts to match dimensions, brand, and color, or (ii) We may provide You with the replacement cost of the Covered Product up to the Coverage Benefit. In the event that a part necessary to restore a Covered Product to normal operating condition is obsolete or is not generally commercially available, We will provide You with the cost of (i) the replacement part that has replaced or superseded the outdated technology plus (ii) the cost of installation of that part.

Refer to the Coverage Overview for the exact amount of Your Service Call Deductible per Claim. In the event You have multiple Covered Products of the same type (falling within the same sections as set forth below), We will only cover the first Covered Product of each type reported by You.

Covered repairs are warranted by Administrator against defects in materials and workmanship for a period of one (1) year. We disclaim any and all other statutory or common law warranties (whether express or implied) and any implied warranties that cannot be excluded under applicable law.

**This Service Agreement may not provide listing period coverage free of charge. The Price charged under this Service Agreement is not subject to regulation by the Florida Office of Insurance Regulation.**

#### **[FOR THE APPLIANCES WARRANTY PLUS PLAN]**

##### **[1.] Cooking Range/Oven/Stovetop: Coverage Benefit up to [\$3,000]**

**Coverage includes:** All components and parts that affect the normal operation of the appliance in accordance with manufacturer instructions.

**Not covered for Range/Oven/Stovetop: Standard Exclusions, as defined below, plus clocks (unless they affect the function of the oven), meat probe assemblies, rotisseries, oven liners, shelves, cabinet, frame, housing, roller or leveling feet, grates, burner bowls, glass displays, trays, knobs.**

##### **[2.] Built-In Microwave: Coverage Benefit up to [\$1,000]**

**Coverage includes:** All components and parts that affect the normal operation of the appliance in accordance with manufacturer instructions. Built-In Microwave includes countertop appliances that have been permanently mounted in or on kitchen cabinetry.

**Not covered for Built-In Microwave: Standard Exclusions, as defined below, plus door seals or gaskets, doors, hinges, cabinet, frame, housing, handles, glass displays, light bulbs, grates, knobs, dials, buttons, caps, interior cavity linings, door glass, shelves, portable or counter top microwave ovens, meat probe assemblies, rotisseries.**

- [3.] **Kitchen Refrigerator (Primary): Coverage Benefit up to [\$3,000] plus up to an additional [\$100] food loss benefit**  
**Coverage includes:** All components and parts that affect the normal operation of the appliance in accordance with manufacturer instructions, including integral freezer unit. Coverage also includes food loss due to covered kitchen refrigerator failures.  
**Not covered for Kitchen Refrigerator (Primary): Standard Exclusions, as defined below, plus smart or Wi-Fi enabled features, clogged drains or lines, condensation pans, door seals or gaskets, doors, hinges, cabinet, frame, housing, handles, roller and leveling feet, glass displays, light bulbs, grates, knobs, dials, buttons, caps, racks, shelves, interior thermal shells, freezers which are not an integral part of the refrigerator.**  
**Not covered for food loss: Food loss that results from a loss or interruption of power or results from the misuse of the appliance.**  
**Note:** An itemized list of spoiled food may be required.
- [4.] **Clothes Washing Machine: Coverage Benefit up to [\$2,000]**  
**Coverage includes:** All components and parts that affect the normal operation of the appliance in accordance with manufacturer instructions.  
**Not covered for Clothes Washing Machine: Standard Exclusions, as defined below, plus clogged drains or lines, door seals or gaskets, doors, hinges, cabinet, frame, housing, handles, roller and leveling feet, glass displays, light bulbs, grates, buttons, caps, rinse aids, fabric softener/bleach dispenser, plastic mini-tubs, soap dispensers, filter screens, knobs, dials and damage to clothing.**
- [5.] **Clothes Dryer: Coverage Benefit up to [\$2,000]**  
**Coverage includes:** All components and parts that affect the normal operation of the appliance in accordance with manufacturer instructions.  
**Not covered for Clothes Dryer: Standard Exclusions, as defined below, plus clogged duct or venting, door seals or gaskets, doors, hinges, cabinet, frame, housing, handles, roller or leveling feet, glass displays, light bulbs, grates, buttons, caps, venting, lint screens, knobs, dials, damage to clothing and Failures due to improper venting.**
- [6.] **Dishwasher (Primary): Coverage Benefit up to [\$3,000]**  
**Coverage includes:** All components and parts that affect the normal operation of the appliance in accordance with manufacturer instructions.  
**Not covered for Dishwasher (Primary): Standard Exclusions, as defined below, plus clogged drains or lines, clogged air-gap, door seals or gaskets, doors, hinges, cabinet, frame, housing, handles, roller or leveling feet, glass displays, light bulbs, grates, knobs, dials, buttons, caps, rinse aids, racks, baskets, rollers, liners and tubs.**
- [7.] **In-Sink Garbage Disposal: Coverage Benefit up to [\$500]**  
**Coverage includes:** All electrical and mechanical components and parts that affect the normal operation of the appliance in accordance with manufacturer instructions.  
**Not covered for In-Sink Garbage Disposal: Standard Exclusions, as defined below, plus clearing jams from improper usage and normal procedures such as resetting built-in circuit breakers.**
- [8.] **Trash Compactors: Coverage Benefit up to [\$500]**  
**Coverage includes:** All components and parts that affect the operation of the compactor.  
**Not covered for Trash Compactors: Standard Exclusions, as defined below, plus lock and key assemblies, removable buckets, consumer replaceable items such as, bags, shelves, pans, racks, trays, roller or leveling feet, grates, knobs, buttons, caps, door cabinetry, frame, housing, door seals or gaskets, doors, glass displays, hinges, handles, and panels.**
- [9.] **Water Heater System: Coverage Benefit up to [\$1,500]**  
**Coverage includes:** All components and parts that affect the normal operation of the system, including circulating pumps, and expansion tank.  
**Not covered for Water Heater System (Gas or Electric): Standard Exclusions, as defined below, plus solar water heaters, solar components, holding or storage tanks, noise, vents, flues, fuel storage tank, energy conservation unit, physical damage to external covering, frame or housing, dip tube, pressure reducing valve, internal flue and baffle, tempering valve, and water piping.**
- [10.] **Sump Pump System: Coverage Benefit up to [\$500]**  
**Coverage includes:** Leaks or breaks in discharge lines (except if caused by freezing or root damage); permanently installed sump pumps (ground water only).

**Not covered for Sump Pump System: Standard Exclusions, as defined below, plus the sump or basin that houses the sump pump.**

**[11.] Electrical: Coverage Benefit up to [\$1,000]**

**Coverage includes:** Components and parts of interior wiring, low voltage wiring, electrical panels, switches, outlets, and receptacles.

**Not covered for Electrical: Standard Exclusions, as defined below, plus fixtures, intercoms, remote controls, knobs, buttons, caps, hinges, handles, aluminum wiring, inadequate wiring capacity, circuit overloading, power failure, power surge, direct current (D.C.) wiring or components.**

**[12.] Plumbing: Coverage Benefit up to [\$1,000].**

**Coverage includes:** Mechanized parts and components of hose bibs, angle stops, risers, shower/tub valves, faucets (replaced with like kind and quality), toilet bowls and tanks, wax ring seals, toilet mechanisms, water leaks and breaks, drain cleaning, waste and vent lines within the perimeter of the main foundation, and built-in bathtub whirlpool motor and pump assemblies.

**Not covered for Plumbing: Standard Exclusions, as defined below, plus, exterior drain line stoppages, damages caused by roots or freezing pipes, improper water pressure, toilet seats or lids, caulk, grout, septic tanks, water softeners, exterior plumbing fixtures.**

**[13.] Built-In Exhaust/Vent/Attic Fans: Coverage Benefit up to [\$500]**

**Coverage includes:** All components and parts, including bathroom exhaust fans with or without heaters.

**Not covered for Built-In Exhaust/Vent/Attic Fans: Standard Exclusions, as defined below, plus light kits, remote transmitters, and inadequate wiring capacity.**

**[FOR HOME WARRANTY PLUS PLAN, THE ABOVE APPLIANCES WARRANTY PLUS PLAN AND THE FOLLOWING]**

**[14.] Central Heating and Air Cooling (“AC”) System: Coverage Benefit up to [\$4,000].**

**Coverage includes:** All components and parts of the primary central heating and air-cooling system, for a system up to a 5-ton capacity or 450,000 BTUs including hot water or steam circulating system. Any access required for repair or replacement of equipment needed will be repaired up to the coverage limit.

**NOTE:** You are responsible for ensuring proper maintenance. AC and central heating systems require periodic maintenance according to manufacturer owner’s manual.

**Not covered for AC System: Standard Exclusions, as defined below, plus systems containing glycol, outside or underground piping, well pump, geothermal and/or water source heat pump systems, window units, water towers, chillers, chiller components, water lines, other required diagnostic testing by government agencies.**

**[15.] Ceiling Fans (located within the main dwelling of the home): Coverage Benefit up to [\$500]**

**Coverage includes:** Mechanized parts or components on [two (2)] ceiling fans includes: ceiling fan motors and their associated controls (if replaced, builder grade will be allowed) and bearings.]

**Not covered for Ceiling Fans: Standard Exclusions, as defined below, plus out of balance or wobbling fan resulting from any of the following: loose hardware, abuse, improper or loose ceiling electrical mount or improper installation.**

**[16.] Garage Door Opener: Coverage Benefit up to [\$500]**

**Coverage includes:** All components and parts, including motor, control board, limit switches, sensors, chains, belts, gears and trolley.

**Not covered for Garage Door Opener: Standard Exclusions, as defined below, plus garage doors, garage door hardware, garage door track and rollers, garage door springs, garage door adjustments, opener travel and force adjustments, glass door panels, decorative door panels, remote controls, knobs, buttons, field installed wiring, wall switches, light bulbs, light covers, rails and mounting hardware, keyless entry or other accessories.**

**[17.] Emergency Lodging Reimbursement [\$600]**

**Coverage includes:** Reimbursement of up to \$200 per night up to three nights for hotel/motel stay, if Your only cooling or heating system is non-operational for 24 hours or more from the time of the first service visit. This reimbursement also covers hotel/motel emergency lodging when a sudden break in a water pipe resulting in flooding, and the removal of the water from the residence by a water removal company is delayed by 24 hours or more.

**Not covered for Emergency Lodging Reimbursement: Standard Exclusions, as defined below, plus security deposit, resort fee, room service, upgrades, surcharges, gratuity, and damages to the hotel room.**

**[ADD-ON COVERAGE]**

**Add-On Coverage:** Add-on coverage can be purchased with a Home Warranty Plus plan or during the Service Agreement Term. If You have added add-on coverage to an Appliances Warranty Plus plan, or Home Warranty Plus plan, (i) this Service Agreement supersedes and replaces in its entirety the Service Agreement Term of the Appliances Warranty Plus plan, or Home Warranty Plus plan (ii) there will be a thirty (30) day waiting period to submit a Claim for the add-on Covered Product.

**[18.] Additional Central Heating and Air Cooling (“AC”) System: Coverage Benefit up to [\$1,500]**

**Coverage includes:** All components and parts of the primary central heating and air-cooling system, for a system up to a 5-ton capacity or 450,000 BTUs including hot water or steam circulating system. Any access required for repair or replacement of equipment needed will be repaired up to the coverage limit.

**NOTE:** You are responsible for ensuring proper maintenance. AC and central heating systems require periodic maintenance according to manufacturer owner’s manual.

**Not covered for Additional AC System: Standard Exclusions, as defined below, plus systems containing glycol, outside or underground piping, well pump, geothermal and/or water source heat pump systems, window units, water towers, chillers, chiller components, water lines, other required diagnostic testing by government agencies.**

**[19.] Pool / Spa equipment: Coverage Benefit up to [\$1,500].** Shared equipment is covered. If equipment is not shared, then only one or the other is covered unless 2 pool/spa equipment add-ons are purchased

**Coverage includes:** Above ground components and parts of the heating, pumping, and filtration system including pool motor and pump, blower motor and timer, plumbing pipes, and wiring, plumbing and electrical.

Coverage for Saltwater Pool/Spa Equipment saltwater cell and circuit board are limited up to \$1,500.

**Not covered for Pool / spa equipment: Standard Exclusions, as defined below, plus portable or above ground pools and 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, heat pump, multi-media centers, and dehumidifiers**

**[20.] Well Pump: Coverage Benefit up to [\$1,500]**

**Coverage includes:** All components and parts of well pump utilized as a source of water to the home.

**Not covered for Well pump: Standard Exclusions, as defined below, plus 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, booster pumps, re-drilling of wells, and well pump and all well pump components for geothermal and/or water source heat pumps.**

**[21.] Standalone Appliances i.e. Refrigerator, Freezer, or Ice Maker:**

**a. Additional Refrigerator: Coverage Benefit up to [\$1,000] [plus up to an additional [\$100] food loss benefit]**

**Coverage includes:** All components and parts that affect the normal operation of the system. Coverage also includes food loss due to covered kitchen refrigerator failures.

**Not covered for Additional Refrigerator: Standard Exclusions, as defined below, plus clogged drains or lines, condensation pans, door seals or gaskets, doors, hinges, cabinet, frame, housing, handles, roller and leveling feet, glass displays, light bulbs, grates, knobs, dials, buttons, caps, racks, shelves, interior thermal shells, freezers which are not an integral part of the refrigerator.**

**Not covered for food loss: Food loss that results from a loss or interruption of power or results from the misuse of the appliance.**

**Note:** An itemized list of spoiled food may be required.

**b. Ice Maker: Coverage Benefit up to [\$500]**

**Coverage includes:** All components and parts that affect the normal operation of the system.

**Not covered for Ice Maker: Standard Exclusions, as defined below, plus water connection and filter.**

**c. Freezer: Coverage Benefit up to [\$500]**

**Coverage includes:** All parts and components that affect the normal operation of the system.

**Not covered for Freezer: Standard Exclusions, as defined below, plus ice-makers, crushers, dispensers and related equipment, internal shell, racks, shelves, glass displays, lights, knobs and caps, dials, doors, door seals and gaskets, door hinges, door handles, cabinet, frame, housing, glass, condensation pans, clogged drains and clogged lines, grates, food spoilage, refrigerant, and disposal and recapture of refrigerant.**

**[22.] Septic Tank Pumping (Single or Dual Compartment Tanks): Coverage Benefit up to [\$500]**

**Coverage includes:** Pumping and disposal of waste of the septic tank/system that services Your property address as set forth on the Coverage Overview.

**Not Covered for Septic Tank Pumping: Standard Exclusions, as defined below, plus locating tank/system and repairs to landscaping.**

**[23.] Septic System / Sewage Ejector Pump: Coverage Benefit up to [\$500]**

**Coverage includes:** Aerobic pump, jet pump, grinder pump, sewage ejector pump, septic tank and line from house to tank.

**Not covered for Septic System / Sewage Ejector Pump: Standard Exclusions, as defined below, plus seepage pits, stoppage or damage due to roots, chemical treatments, tile fields and leach beds, leach lines, lateral lines, insufficient capacity, level sensors/switches, control panels, and associated electrical lines.**

**[24.] Water Softeners / Water Purification System: Coverage Benefit up to [\$1,000]**

**Coverage includes:** All component parts that affect the normal operation of the system including electrical wiring.

**Not covered for Water Softeners / Water Purification System: Standard Exclusions, as defined below, plus rental, or leased equipment, repair or replacement of water softener necessitated by mineral beds or deposits, and cleaning.**

**[25.] Additional Garage Door Opener: Coverage Benefit up to [\$500]**

**Coverage includes:** All components and parts, including motor, control board, limit switches, sensors, chains, belts, gears and trolley.

**Not covered for Additional Garage Door Opener: Standard Exclusions, as defined below, plus garage doors, garage door hardware, garage door track and rollers, garage door springs, garage door adjustments, opener travel and force adjustments, glass door panels, decorative door panels, remote controls, knobs, buttons, field installed wiring, wall switches, light bulbs, light covers, rails and mounting hardware, keyless entry or other accessories.**

**[26.] Central Vacuum: Coverage Benefit up to [\$1,200]**

**Coverage includes:** All components and parts that affect the normal operation of the system. Or all mechanical system components.

**Not covered for Central Vacuum: Standard Exclusions, as defined below, plus ductwork, hoses, blockages, and accessories.**

**D. THE FOLLOWING ARE CONSIDERED STANDARD EXCLUSIONS:**

1. Any Failure that affects the proper operation of a Covered Product caused by any of the following:
  - a) Negligence, misuse, improper service, accidental damage, abuse or use not intended by the express terms of the manufacturer's user manual and/or manufacturer's warranty.
  - b) Freezing, fire, wind, flood, lightning, ice, hail, snow, explosion, chemical, mold, mud, earthquake, soil movement, storm, pet damage, pest infestation or damage, vandalism, accident, or any other conditions that are not normal wear and tear.
  - c) Lack of capacity, adequacy, efficiency, design or improper installation of any system, component, or appliance.
  - d) Missing parts, improper parts or refrigerants, or improperly installed parts or refrigerants, structural changes, improper electrical power or electrical failure, or power surge.
2. Costs and expenses to access obstructed Covered Products, including costs and expenses to open or close walls, floors and ceilings, remove and replace tile, linoleum, wood, carpeting, paneling, stucco, cabinets, other systems or appliances, wall mountings, decorations, trim, wall paper or anything else blocking the access point of the Covered Products.

3. Repairs or replacements of any cosmetic defects, including rust or corrosion damage.
4. Repairs or replacements of accessories that were not included with the original purchase of the Covered Product.
5. Any failure caused by improper maintenance or lack of maintenance.
6. Repairs or replacements related to pre-existing defects or deficiencies, including but not limited to covered items with latent manufacturer's defects.
7. Repairs or replacements performed without Our prior authorization.
8. Repairs or replacements arising from manufacturer's recalls, defects, or class action suits.
9. Repairs or replacements of system(s) and/or appliance(s) classified by the manufacturer as commercial.
10. Any costs associated with treatment, removal, recovery, disposal, transport, or storage of any known or suspected toxic, flammable, or hazardous substance/material. Repairs where there is environmental contamination or if such repairs would cause contamination.
11. Correcting or upgrading any parts, equipment and/or system to comply with any federal, state or local laws, code, regulations, efficiency requirements, ordinances, guidelines or utility regulations unless expressly specified otherwise in this Service Agreement.
12. Repairs or replacements of system(s) and/or appliance(s) when permits cannot be obtained.
13. Matching any feature of an existing item that does not contribute to the primary function of that item.
14. Repairs or replacement of cabinetry or countertops when cabinetry or countertops must be removed or modified to repair or replace any Covered Product.
15. Repairs or replacements of shared systems and/or appliances; (e.g. HVAC systems shared by tenants within a multiple-unit dwelling).
16. Repairs or replacements of system(s) and/or appliance(s) located in residential property that is used for commercial, business, or care purposes, including but not limited to: day care centers, vacation rentals, fraternity/sorority houses, nursing, or special care homes or facilities.
17. Except as may be expressly provided in Section C above, repairs or replacements of systems, electrical wiring, vents, drains, plumbing and/or appliances not located within the perimeter of the main foundation or the attached garage at the covered Property Address shown in the Coverage Overview.
18. Repairs or replacements of systems and/or appliances not fully operational at the start of this Service Agreement.
19. Repairs or replacements of systems and/or appliances within a vacant property (including vacation property) if all utilities were not in service throughout the Service Agreement Term and for the ninety (90) days preceding the Service Agreement Term.
20. Any failure due to any cause other than normal wear and tear.
21. Repairs or replacements of system(s) and/or appliance(s) to which utilities that are necessary to operate the Covered Product are not functional.
22. Except to the extent caused by Us, Administrator or Our Authorized Service Providers, We will not be liable for any violations by You or by third parties of federal, state, or local laws, regulations, or guidelines relating to the repair or replacement of a Covered Product.
23. Repairs or replacements of systems and/or appliances to the extent caused by Your failure to protect the Covered Product from further damage following an initial Failure of the Covered Product.
24. Repairs or replacements of systems, equipment and/or appliances if they have any coverage under a third-party service agreement.

**E. GENERAL DISCLAIMER AND RELEASE:**

BY ENROLLING IN THE SERVICE AGREEMENT YOU ACKNOWLEDGE AND AGREE TO RELEASE LYNDON SOUTHERN INSURANCE COMPANY, FPL HOME AND THEIR RESPECTIVE AFFILIATES FROM (A) SPECIAL, SECONDARY, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, AND DIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, FOOD SPOILAGE [BEYOND COVERED FOOD LOSS], LOSS OF INCOME, UTILITY BILLS, ADDITIONAL LIVING EXPENSES, OR PERSONAL AND/OR REAL PROPERTY DAMAGE, RESULTING FROM (I) THE FAILURE OF ANY COVERED PRODUCT OR NON-COVERED PRODUCT, OR (II) AN AUTHORIZED SERVICE PROVIDER'S DELAY OR FAILURE TO PROVIDE REPAIR OR REPLACEMENT OF SUCH COVERED PRODUCT; OR (III) THE PROVISION OF SERVICES BY SERVICE PROVIDER THAT IS NOT AN AUTHORIZED SERVICE PROVIDER; AND (B) SPECIAL, SECONDARY, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND OTHER NON-DIRECT DAMAGES RELATED TO THE PROVISION OF SERVICES BY AN AUTHORIZED SERVICE PROVIDER.



## F. IF YOU NEED SERVICE:

**You must report all Claims to the Administrator in advance of any repairs. Unauthorized repairs or replacements will not be reimbursed. You must report all Claims to the Administrator within thirty (30) days of the event giving rise to the Failure. A Claim submitted beyond this thirty (30) day period will be invalid.**

In the event Your Covered Products incurs a Failure, please submit Your Claim 24 hours/7 days a week at [www.FPLHomewarranty.com](http://www.FPLHomewarranty.com), or You may call 844-965-1132. When possible, the Administrator will arrange an appointment with an Authorized Service Provider and make payment to the Authorized Service Provider up to the Coverage Benefit for a covered Failure. **You are responsible for paying the Authorized Service Provider for all amounts that exceed the Coverage Benefit and for services related to an uncovered Failure.** In the event that Administrator is not able to provide an Authorized Service Provider, Administrator will assist You with locating and/or dispatching an independent third-party service provider, or, with Administrator's pre-approval, You may use an independent third party service provider of Your choice. At Administrator's sole discretion, Administrator may either require that the independent third-party service provider bill Administrator directly, or require You to pay for the repair or replacement of the Covered Product, in which case, Administrator will reimburse You for the covered Failure, less any applicable Service Call Deductible when Administrator receives Your paid invoice(s). **By agreeing to use an independent third-party service provider to perform repair and/or replacement services, whether located or dispatched by the Administrator, Us or by You, You agree to release Obligor, Administrator, and all affiliates and/or subsidiaries of Obligor and Administrator from and against any and all losses, damages, or liabilities caused by the actions or inactions of the independent third party service provider.** At Administrator's option, Administrator may require an independent third-party inspector appointed by Administrator to inspect the Covered Products to determine cause of loss before a Claim determination is made. In lieu of this, Administrator may require the service provider to send digital photographs of failed covered components/items before a Claim determination is made.

If You complete service through an independent third-party service provider without advanced authorization and approval from Us, We will not be responsible for the cost of repairs and/or replacement.

In the event the Failure pertains to a gas leak, a fire hazard, a broken water service line, a sewer backup, indoor air temperature higher than 105 degrees or lower than 40 degrees Fahrenheit, or has the potential to cause injury to You or anyone else present in or near Your home, You should take all reasonable steps, including, but not limited to, vacating the premises and contacting 911 or the proper authority to ensure the safety of You and those present, and then notify Administrator of such fact through the use of the web address provided above or by calling 844-965-1132.

Subject to the processes and procedures established by Administrator, You may appoint other persons to be authorized to report Claims and to otherwise administer Your rights under this Service Agreement. However, You will be responsible for the Service Call Deductible related to all such Claims and for any other actions or inactions of such authorized user.

## G. SERVICE CALL DEDUCTIBLE:

The coverage on any given Covered Product is subject to a Service Call Deductible (as indicated on the Coverage Overview) per Claim. **YOU WILL BE DENIED COVERAGE FOR ANY CLAIM WHICH YOU REFUSE OR FAIL TO PAY THE APPLICABLE SERVICE CALL DEDUCTIBLE.** If service is performed by an Authorized Service Provider under this Service Agreement and a subsequent failure in service labor occurs within one (1) year after completion, then (i) during the Service Agreement Term, the Administrator will arrange for the necessary repairs up to the Coverage Benefit without an additional Service Call Deductible requirement, or (ii) after the Service Agreement Term, the Administrator will arrange for the reperformance of the service labor at no change to You.

**One Hour Limited Service Call Guarantee:** In the event that (1) You initiate a request for service via telephone or via the online customer service portal between the hours of 7:00 am and 7:00 pm local time Monday through Friday (excluding national holidays and force majeure events) or via the Homee mobile application (when available for Authorized Service Provider dispatch under this Service Agreement) between 7:00 am and 7:00 pm local time Monday through Friday (excluding national holidays and force majeure events), and (2) You are requesting immediate service, and (3) Administrator is able to provide an Authorized Service Provider, and (4) the Authorized Service Provider does not arrive at Your home within one (1) hour of the Authorized Service Provider acceptance of the service call, then You will be entitled to the waiver of Your Service Call Deductible, or if already paid, reimbursement of Your Service Call Deductible within sixty (60) days from FPL Home to be provided by FPL Home via a reasonable payment method of its choice. **In order to be entitled to the above-referenced**

**waiver/reimbursement of Your Service Call Deductible, You must notify Administrator of such a request within thirty (30) days of the applicable service call.**

#### **H. PARTS:**

Replacement parts may be new, rebuilt, or non-original Manufacturer's parts and components.

#### **I. CANCELLATION / REFUND:**

You may cancel this Service Agreement at any time for any reason by contacting the Administrator at [www.FPLHomewarranty.com](http://www.FPLHomewarranty.com) or calling 844-965-1132. The effective date of cancellation is the date the Administrator receives Your request. If You cancel this Service Agreement within the first thirty (30) days from the date of purchase, You will receive a full refund of the Price paid, less any claims that have been paid. If You cancel this Service Agreement more than thirty (30) days after the date of purchase (on or after the Coverage Start Date), a return of premium shall be based upon 90 percent of unearned pro rata premium less any claims that have been paid based on the time remaining on Your Service Agreement. If any Claim is in progress, Your refund will not be calculated until the Claim is finalized and the appropriate refund amount can be determined in accordance with the above.

We may cancel this Service Agreement at any time for any reason upon giving You written notice. If We cancel this Service Agreement, We shall calculate a pro rata unearned refund based on 100% of the Price paid based on the time remaining on Your Service Agreement, less any Claims paid. If We cancel this Service Agreement for fraud or misrepresentation, including collusion between You and the service provider, We may seek reimbursement and pursue other remedies available under law.

#### **J. RENEWAL:**

This Service Agreement will automatically renew for additional 12-month periods (each a renewal term) unless We or You cancel the Service Agreement pursuant to Section I above.

#### **K. MODIFICATIONS TO SERVICE AGREEMENT:**

Subject to Your right of cancellation set forth above, We reserve the right to change the Service Agreement Price or to modify this Service Agreement upon giving You thirty (30) days written notice.

#### **L. LOCAL/STATE/FEDERAL GOVERNMENT VIOLATION**

If a Covered Product has been installed in violation of any local, state and/or federal law, rule, code of regulation, FPL Home will not arrange any repair service or replacement until the violation has been corrected by You at Your cost.

#### **M. TRANSFER:**

If the covered Property Address shown on the Coverage Overview changes ownership during the Service Agreement Term, You are required to call the Customer Service Number at 844-965-1132 to transfer coverage to the new owner. This Service Agreement may be assigned to the new owner if the new owner contacts FPL Home and enrolls the property within fifteen (15) days from the date the home is sold or transferred. A transfer fee of up to \$25 may be charged. There is no thirty (30) day waiting period for coverage under plans that are transferred.

#### **N. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER:**

**PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.**

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Service Agreement), You, We, and the Administrator (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this Service Agreement, including but not limited to claims related to the underlying transaction giving rise to this Service Agreement, claims related to the sale or fulfillment of this Service Agreement, and claims against any third-party arising under or related in any way to this Service Agreement or the underlying transaction or the

sale or fulfillment of this Service Agreement (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this Service Agreement.

The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law.

**CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Service Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration

with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Service Agreement or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS SERVICE AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR COVERAGE OVERVIEW).** To opt out, You must send written notice to either: (1) 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, Attn: Legal or (2) [legal@fortegra.com](mailto:legal@fortegra.com), with the subject line, "Arbitration Opt Out." You must include in Your opt out notice: (a) Your name and address; and (b) the date You purchased Your Service Agreement. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

#### **O. PRIVACY POLICY:**

It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at [www.fortegra.com](http://www.fortegra.com).

#### **P. LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:**

You agree and acknowledge that You have paid an additional fee for this Service Agreement that is separate and apart from the purchase price You paid for the Covered Product(s). Because of that separately stated consideration, You agree and acknowledge that this Service Agreement is not part of the basis of the bargain for Your purchase of the Covered Product(s). You further agree and acknowledge that We, and the Administrator under this Service Agreement, are not the supplier of the Covered Product(s). Consequently, this Service Agreement is not a "written warranty" under the Federal Magnuson Moss Warranty Act. As a result, this Service Agreement is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

## SUPPLEMENTAL TERMS OF USE FOR SERVICE PROVIDER NETWORK AND PLATFORM

These Terms of Use (“Terms of Use”) govern the use by You (“You,” “Your,” or “User”) of the platform provided by Homee, Inc. (“HOMEE”) for the Services (as defined below) offered through HOMEE’s website located at [www.homee.com](http://www.homee.com), as it may be modified, relocated and/or redirected from time to time (the “Site”), and the mobile applications offered by HOMEE (the “Apps”). HOMEE’s platform, Site and Apps are collectively referred to as the “HOMEE Platform”. All users of the HOMEE Platform are collectively called “Users”). These Terms of Use incorporate by reference the privacy policy available at <https://www.homee.com/legal/privacy>. As used in these Terms of Use, references to HOMEE “Affiliates” includes our owners, subsidiaries, employees, affiliated companies, officers, directors, suppliers, partners, payment services providers, sponsors, advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site, the App and/or their respective content. **These Terms of Use supersede any click through terms of the HOMEE Platform, but only to the extent of Your use of the Services as defined below. Your use of the HOMEE Platform for any other purpose outside of Services is subject to the click through terms of the HOMEE Platform.**

- A. Limited License Granted. The HOMEE App is licensed, not sold, to You for use only in compliance with and under the Terms of Use. The Terms of Use will govern any upgrades for the licensed App provided by HOMEE. This license granted to You by HOMEE for the licensed App is limited to a non-exclusive, non-transferable, non-sublicensable, revocable license to use the licensed App pursuant to these Terms of Use, on any iPhone, iPod touch, iPad, smartphones and tablets and web browser that You own or control. This license does not allow You to use the licensed App on any device that You do not own or control. **You may use the HOMEE Platform for personal use only (or for the use of a person, including a company or other organization that You validly represent) to book covered repair or replacement services pursuant to Your Service Agreement to which these Terms of Use are attached (“Services”).** Requesters may not use the HOMEE Platform for any other purposes whatsoever without our express prior written consent.
- B. Termination by HOMEE. HOMEE may terminate or suspend Your right to use the HOMEE Platform at any time for any or no reason by providing You with written or email notice of such termination to the physical or email address You have provided HOMEE at the time of registering on the App, and termination will be effective immediately upon such notice.
- C. Intellectual Property Rights. The HOMEE Platform, and the information, data, content and materials, which it contains (“HOMEE Materials”), are the property of HOMEE and/or its Affiliates and licensors, excluding User-generated content, which HOMEE has a right to use as described below. The HOMEE Materials are protected from unauthorized use, copying and dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws. HOMEE and/or its Affiliates and licensors are and shall continue to be the sole and exclusive owner of all right, title and interest in and to all intellectual property rights associated with the HOMEE Materials. Any use of HOMEE Materials, other than as expressly permitted herein, is prohibited without the prior permission of HOMEE and/or the relevant right holder. The service marks and trademarks of HOMEE, including without limitation [home.com](http://home.com), [Homeondemand.com](http://Homeondemand.com), [YourHomee.com](http://YourHomee.com), [Homee.io](http://Homee.io) and the HOMEE logo are service marks owned by HOMEE. Any other trademarks, service marks, logos and/or trade names appearing on the HOMEE Platform are the property of their respective owners. You may not copy or use any of the marks, logos or trade names appearing on the HOMEE Platform without the express prior written consent of the owner.
- D. Apple – App Store Sourced Application.
1. With respect to the Apps provided by HOMEE that may be accessed through or downloaded from the Apple App Store (“App Store Sourced Application”) that is designed for use on Apple-branded products (including but not limited to iPad, iPhone, and iPod touch) as permitted by the usage rules set forth in the Apple App Store Terms of Service: (i) You agree to use the App Store Sourced Application only on an Apple-branded product that runs iOS (Apple’s proprietary operating system software); and (ii) You acknowledge and agree that the terms and conditions of such applicable Apple, Inc. (“Apple”) “Usage Rules” set forth in the Apple App Store Terms of Service shall apply and, if any of the terms and conditions of these Terms of Use are less restrictive than, or otherwise in conflict with such applicable Apple usage rules, the Apple usage rules shall control. HOMEE reserves all rights in and to the Apps not expressly granted to You under these Terms of Use.
  2. You acknowledge and agree that (i) these Terms of Use are valid between You and HOMEE only, and, that Apple is not a party to these Terms of Use other than as third-party beneficiary as contemplated below, and

(ii) HOME E, not Apple, is solely responsible for the App Store Sourced Application and the HOME E Platform Content.

3. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services to You with respect to the App Store Sourced Application and any questions with respect to the App Store Sourced Application shall be directed to HOME E.
  4. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the App Store Sourced Application.
  5. Notwithstanding anything to the contrary herein, and subject to the terms in these Terms of Use, You acknowledge that, solely as between Apple and HOME E, HOME E and not Apple is responsible for addressing any claims You may have relating to the App Store Sourced Application, or Your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Application or Your possession and/or use of the App Store Sourced Application.
  6. In the event of any failure of the licensed App to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price for the licensed App to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the licensed application.
  7. Further, You agree that if the App Store Sourced Application, or Your possession and use of the App Store Sourced Application, 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.
  8. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Use for App Store Sourced Applications, and that, upon Your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use for App Store Sourced Applications against You as a third-party beneficiary thereof.
  9. Without limiting any provisions of these Terms of Use, You must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.
- E. Modifications to the HOME E Platform and Interruption of Services. HOME E reserves the right in its sole discretion to review, improve, modify the HOME E Platform or any content or information on the HOME E Platform or the Apps, including any features therein, at any time with or without notice to You, provided such change or modification does not impact HOME E's ability to fulfill these Terms of Use. HOME E shall not be liable to You or any party should it exercise such rights under this Section.
- F. Confidentiality. The term "Confidential Information" shall mean any and all of HOME E's trade secrets, confidential and proprietary information, personal information and all other information and data of HOME E and its Affiliates, employees and subcontractors that is not generally known to the public or other third parties. The HOME E Platform contains secured components that are accessible only to those who have been granted a username and password by HOME E. Information contained within the secure components of the HOME E Platform is confidential and proprietary and part of HOME E's Confidential Information. You acknowledge that Confidential Information (as hereinafter defined) is a valuable, special and unique asset of HOME E and agree that You will not disclose or use Confidential Information other than as necessary for You to make use of the HOME E Platform as expressly permitted by these Terms of Use and only during the term of these Terms of Use.
- G. Disclaimer of Warranties; Limitation on Liability.
1. **USE OF THE HOME E PLATFORM IS ENTIRELY AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE HOME E PLATFORM AND ALL MATERIALS, MERCHANDISE, AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE**

FOREGOING, NEITHER HOMEE NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE HOMEE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO ANY CONTENT AVAILABLE IN OR THROUGH THE HOMEE PLATFORM; NOR DO THEY MAKE ANY WARRANTY AS TO ANY SUBCONTRACTOR'S REGISTRATION, PROFESSIONAL ACCREDITATION OR LICENSE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE HOMEE PLATFORM, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, QUALITY, SUITABILITY, SAFETY, COMPLETENESS OR CONTENT OF THE SERVICES OR ANY PRODUCTS, MERCHANDISE, CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE HOMEE PLATFORM OR THESE TERMS OF USE. ACCESS TO THE HOMEE PLATFORM IS PROVIDED FREE OF CHARGE AS A COURTESY. NEITHER HOMEE NOR ITS AFFILIATES OR LICENSORS ARE RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE HOMEE PLATFORM (INCLUDING BUT NOT LIMITED TO THE CONDUCT OF ANY REQUESTERS OR SUBCONTRACTOR). NEITHER HOMEE NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE HOMEE PLATFORM IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. HOMEE AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY INFORMATION, PERSONAL OR OTHERWISE, SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

2. **NO LIABILITY.** YOU AGREE NOT TO HOLD HOMEE, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS (COLLECTIVELY, "MEMBERS") LIABLE FOR ANY DAMAGES, EXPENSES, LOSSES, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR USE OF OR INABILITY TO USE THE HOMEE PLATFORM, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER OR SUBCONTRACTOR (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT, ACTS OF PHYSICAL VIOLENCE, AND LOSS OR DESTRUCTION OF PERSONAL PROPERTY), SERVICES, ANY DISPUTE WITH ANY USER OR SUBCONTRACTOR, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY HOMEE OR MEMBERS OR SUBCONTRACTORS, AND ANY DESTRUCTION OF YOUR INFORMATION. UNDER NO CIRCUMSTANCES WILL HOMEE OR MEMBERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM YOUR USE OF OR INABILITY TO USE THE HOMEE PLATFORM OR ANY SERVICES OR MERCHANDISE, EVEN IF SUCH PARTIES WERE OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. HOMEE AND MEMBERS DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED IN CONNECTION WITH THE HOMEE PLATFORM, THE SERVICES, THE MERCHANDISE OR THESE TERMS OF USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT HOMEE OR MEMBERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO HOMEE DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE.