

Go Assist Appliance Repair Terms and Conditions

1. About our Appliance repair

These terms relate to an Appliance repair product. It is suitable for, and meets the needs of, customers who want a faulty Appliance diagnosed, and wish to pay for any repairs and parts required separately.

1.1. Why you should read these terms

Please read these terms and conditions carefully because they set out important information about how we provide our Appliance repair service.

2. About us and how to contact us

2.1. Who we are

We are Go Assist Inc, a Delaware corporation.

2.2. How to contact us

You can contact us by the following methods:

- Freephone helpline: (972)-349-1761
- Email: support@go-assist.us

Our office hours are 9am to 6pm Monday to Friday CST.

2.3. How we may contact you

If we have to contact you we will do so by SMS, telephone or by writing to you at the email address or postal address you provided to us.

3. Definitions used in these terms

Appliance: Your Appliance(s) as described to Us.

Diagnostic Fee: The amount payable by You to Us for an appliance repair diagnostic.

Repair Price: The amount payable by You to Us for an appliance repair, as agreed with Us in advance.

Diagnostic: The diagnosis of the actual problem with Your Appliance through onsite visit by one of Our contractors.

We, Us, Our: Go Assist Limited, the provider of Your appliance repair.

Working Day: Monday to Friday excluding Federal and State Holidays.

You and Your: The individual named in Your application for an Appliance repair.

4. Our contract with you

4.1. How we will accept your service request

On completion of Our service request form You will be charged the agreed Diagnostic fee subject to these terms and conditions. You will then receive confirmation via email, post or telephone about Your repair, at which point a contract will come into existence between You and Us.

4.2 Services included in your Appliance repair

Your Appliance Diagnostic includes:

- Call out and diagnostic of appliance fault

Your Appliance repair includes:

- If agreed by You, We will attempt repair of the fault described to Us via Your online application or over the phone.
- Testing of the Appliance after repair if successful.

4.4 Services not included in your Appliance repair

Your Appliance repair does not include:

- Any parts required to fix Your Appliance.
- Appliances installed or situated in mobile homes or boats.
- Repairs required from this service as a result of negligence, misuse by You or poor installation or installation of Appliances not within manufacturers guidelines.
- Repairs as a result of Appliances being affected by flood damage.
- Commercial Appliances.
- Any Appliance details which differ from the ones used to obtain a quote online or over the phone.
- Cooktops with a glass or ceramic top.
- Any loss as a result of an Appliance breaking e.g. food spoilage, clothing damage etc
- If the contractor cannot park within 400 yards of Your address

5. How we carry out Your Appliance repair

Exclusion charges

If Our contractors or We determine that any of the above exclusions apply then we will cancel the repair and **no refund will be due.**

5.1. Your Appliance repair schedule and requirements

Our contractor will contact You to visit on Your preferred date, or We may arrange an alternative date with You if the contractor cannot make the requested date. Contractors are available between 9am and 6pm Monday to Friday excluding Public Holidays.

You must provide adequate free parking for the contractor with good access to Your premises and Our contractors must have good accessibility to the Appliance. If your Appliance does not have good accessibility We reserve the right to cancel the repair. If this is necessary You will not receive a refund.

After Diagnosis by Us or the contractor and We determine that a repair and/or part(s) are required, We will contact You in order to take payment for the repair and/or parts if You agree.

The parts charge will include an administration fee by Us. The parts will normally be ordered within one Working Day from the date of diagnosing the problem. Parts will normally arrive within two Working Days if in stock, if not We will inform You of the progress in obtaining the required part(s) and arrange a suitable date with You to repair Your Appliance. Some parts may not be easily or obtained at all by some manufacturers due to the Appliance type, model and age therefore this may cause a delay in the repair.

Your Appliance repair will expire after 30 days unless You are awaiting parts or an agreed date with Our contractor. If You wish to continue after this period another Appliance repair request will be required in order to proceed.

5.2. Our repair guarantee

Limitation of liability

If the Appliance is tightly fitted or required to be pulled out of its position, We cannot be held responsible for any damage to the surroundings.

We will re-perform any repair free of any charge if the same fault recurs within 90 days following Our repair of Your Appliance.

This guarantee however, will not apply in the event that the same Appliance defect occurs as a result of:

- Wilful damage;
- Your Use of Your Appliance otherwise than in accordance with the user instructions;
- Any tampering with, or alteration of, the Appliance by anyone other than Us; or
- A fault in any other Appliance, such as (without limitation) a hot water system to which Your Appliance is connected.

6. Cancellation and variation

Charges applicable to contractor re-visits

If You request a contractor to re-visit and repair Your Appliance but an unrelated fault is found to the original fault You will be **charged \$75** immediately from the debit/credit card You paid from for Your original repair. You will also be **charged \$75** if You miss or cancel Your appointment

6.1. Your rights to cancel the contract

- You may cancel a booked diagnosis without incurring any fees or penalties any time prior to the time that the contractor has commenced travel to the premises to perform the services. If you wish to cancel after the contractor arrives at the premises but before the contractor begins the job, you will be liable for the agreed Diagnostic Fee, if applicable, and you will be advised of such at the time you book your Job. Once you agree to the Repair Price and the contractor begins to perform Services, if you cancel the Job, you will be responsible to pay for the full amount of the Repair Price.

You will be liable to pay the Diagnostic Fee in full if:

- We send a contractor and there is no fault found with Your Appliance;
- You miss Your appointment and the contractor cannot gain access to the Appliance;
- If We reasonably believe that the health and/or safety of Our contractor cannot be guaranteed once on site;
- You reject an offsite repair that may be required by Our contractor;
- We have attended Your premises in order to attempt to repair Your Appliance.

All refunds will be processed via the payment method you paid with.

6.2. Our rights to cancel the contract

We may refuse to provide a service or end the contract if:

- You do not make any payment to Us when it is due;
- You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to carry out the repair;
- You do not, within a reasonable time, give us access to your premises to enable us to carry out the repair;
- You or anyone representing You behaves in a threatening or abusive way to Our employees or contractors. In this instance You will not receive any refund.

6.3. Your rights to make changes

You must notify Us 48 hours before Your scheduled repair if You change address.

If You purchased a free of charge or reduced price diagnostic in exchange for setting up a service contract and You wish to cancel the service contract within 12 months of setting up the service contract, then **You will be liable to a \$75 charge** that will apply on the day of cancellation of the service contract which will be processed from the debit/credit card provided to Us by You.

6.4. Our rights to make changes

We can, at any time and after taking a fair and reasonable view, make changes to Your Appliance repair to take into account any changes (affecting Us or Your Appliance Repair) in law, regulation, or the interpretation of law or regulation.

6.5. Delay and cancellation due to factors outside our control

If We are prevented from providing services under Your Appliance repair as a result of an unusual or unforeseeable event or circumstance beyond Our reasonable control We shall not be in breach of this agreement.

In such circumstances We shall be entitled to a reasonable extension of the time for performing Our obligations. Should the period of delay or non-performance continue for one month, You may terminate Your Appliance repair and receive a full refund for services that have not been carried out by giving written notice to Us.

Such events include, but are not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial

dispute, natural or nuclear disaster, fire, flood, major adverse weather conditions, Acts of God and failures of Our subcontractors to perform their obligations.

7. Contractor pre-screening procedures and disclaimers

Go Assist Inc uses the following criteria as part of its registration enrollment process ("registration") for new Independent Contractors applying to join our network:

- A. Criminal Records Search – Go Assist Inc uses a 3rd party Background Check company to run the following searches on the Independent Contractors identified on the Site: (i) the Background Check Company runs a county and national criminal search, in the state in which the Independent Contractor is living or has lived, for any relevant criminal activity associated with the Independent Contractor, within the seven (7) years prior to such Independent Contractor's registration with Go Assist Inc.
- B. Sex Offender Search – The Background Check Company runs a check against the National Sex Offender Public Website based on the name and date of birth of the Independent Contractor.
- C. Terrorist Watchlist Search – We check the Terrorist Watchlist to confirm that there is no match based solely on the name of the Independent Contractor.
- D. Identity Verification (Social Security Number) – Go Assist Inc verifies the social security number(s) of the Independent Service Contractor's owner/principal for identity check purposes.

The above screening is performed based upon information provided to us by the independent Contractor (e.g. name of owner, birthdate, social security number)

Note: Go Assist Inc performs screening solely at the time the independent Contractor applies for membership in the Go Assist Inc network, and therefore an independent Contractor's information may change or expire over time. Thus, Go Assist Inc cannot and does not warrant or represent that profile and screening information is up to date. Go Assist Inc is under no obligation to update an independent Contractor's screening information.

The above procedures may change from time to time at the sole discretion of Go Assist Inc. Go Assist Inc does not represent or warrant that the

information received from state, provincial or other government agencies or from third party sources is accurate, error free, or that it is up to date or updated at the time that Go Assist Inc checks such information. Most agencies have periodic update cycles or schedules and this information is not updated on a real-time basis by such agencies and third party sources.

Disclaimer: Go Assist Inc expressly disclaims any and all warranties, express or implied relating to the screening process, criteria, procedures, or information obtained or presented in the screening process or disclosures including but not limited to any warranties of merchantability, fitness for a particular use, or that the screening or verification procedures or standards are sufficient or that the information received in these screening or verification procedures is accurate, timely or error free.

8. Your personal details

We shall Use and safeguard Your personal details in accordance with Our privacy policy and all applicable data protection legislation.

Our privacy policy can be accessed via our website: www.go-assist.us

8.1. How we share your information

We will share Your information with partners and companies acting on Our behalf to enable the repair of Your Appliance.

8.2. Amendments to your personal details

You have the right to change the personal details we obtain about You.

8.3. Contacting you about other products/services

We would like to keep you updated about Our other products/services and those of Our partners.

Please contact Us in writing via the contact form on Our website if you wouldn't like to receive such communications.

9. Governing law

The governing law is: The law of the state in which the Service was provided, except with respect to the Arbitration provision (Section 14) which is governed, in all respects, by the Federal Arbitration Act.

The courts having exclusive jurisdiction are: State or Federal Courts located in the County in which the service was performed.

Agreement to Governing Law

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules.

10. Complaints handling

We are committed to providing You with the highest standard of service and customer care We are able, but we do realise that there may be occasions when You feel that You have not received the standard of service You had expected.

Should You have any cause for complaint about any aspect of the service We provide under Your Appliance Repair, please contact Us using the contact details set out in clause 2.2 of these terms and we will do our best to resolve Your issue.

11. Other important terms

11.1. Liability for damage caused by your continued use of your Appliance

We will not be liable for any further damage that is caused by You using Your Appliance after requesting a repair service from Us i.e. We will repair the damage to Your Appliance to the limit stated for the original problem.