

GO ASSIST INC. TERMS & CONDITIONS HOME SERVICE CONTRACT (WARRANTY) AGREEMENT

DEFINITIONS

“We”, “Us”, “Our”, “Administrator”, “Seller”, and “Obligor” shall mean the Provider, Go Assist Inc.

“You”, “Your” or “Homeowner” shall mean the person whose name(s) appear on the cover page of the Home Warranty Agreement.

“Home Warranty Agreement” or “Home Service Contract” and “Agreement” shall mean this contract between the Provider and You.

“Effective Date” means the date listed on which a claim may be opened, which can be found on the cover page of this Agreement.

“Covered Property” means the address that is eligible for coverage identified on the cover page of this Agreement.

“Service Call fee” means an amount due from you for a service visit by a service technician. The service call fee covers cost of technician visiting your property to diagnose the problem and is due regardless of the solution reached.

“Main Foundation” means the primary property listed on the contract and the systems contained within the primary structure’s walls and air conditioning units that serve the primary property. (Systems outside of the Main Foundation, including without limitation, outdoor systems; systems installed on patios or porches; and systems within guest houses, garages, and sheds are specifically excluded from this definition.)

“Code Upgrades” means the modifications of existing equipment or systems required by local jurisdiction to a condition that satisfies local regulations.

“Fair Market Value” means the value of the system at the time the claim is made, part or equipment as determined by the lesser of (1) the price of a similar item that can be bought on a secondary market, either rebuilt, refurbished or new; (2) the depreciated value.

“Mechanical breakdown” is defined as a system that is not working as designed and experiences a complete loss of the system’s ability to operate in its generally intended function.

“Add-On” is defined as any additional appliance or system requested by You to be part of the Home Warranty provided.

This is not a contract of insurance. It is a limited benefit warranty, service contract plan covering only the property and services described.

Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

AGREEMENT EFFECTIVE DATE

The Effective Date on new Agreements shall be thirty -one (31) days after payment has been received for the Agreement. In other words, there shall be a thirty (30) day waiting period between the date the Agreement is purchased and the first date on which You may request service on a covered item. The Agreement shall be in effect for one year (365 days) from the Effective Date.

GENERAL COVERAGE PROVISIONS

1. In accordance with the terms of the Agreement, We agree to service, repair or replace systems and appliances in Your home explicitly listed as “Included” (refer to the cover sheet of this Agreement). If you do not see an item listed in this Agreement,

it is not covered. In the event that Your equipment cannot be repaired We will, at Our discretion, replace Your appliance or system with new or reconditioned equipment of the same or similar make and specification, that may not be compatible with any specialist equipment you may have. If at Our discretion, We are unable to find a replacement based on market value, similar make or specification, You will be advised of replacement options available, which may require a contribution from You. Refer to the Standard Coverage “Covered” Systems and Components. Certain items of a system may not be covered by this Agreement. Refer to the Standard Coverage “COVERAGE LIMITS” and “EXCLUSIONS,” which are itemized on the cover page of this Agreement. Refer to the cover page of this Agreement to identify Your exact Plan name and the systems covered therein.

2. We will provide service on listed covered systems or appliances that:
 - a) are installed and located within the perimeter of the Main Foundation and Garage (attached or detached). Systems or appliances located on the exterior or the outside of the home (including porch and patio) are not covered (with exception to, air conditioners/coolers and pools and spa systems when specified as an Add-On Option).
 - b) were properly installed and in good and safe working order on the Effective Date of this Agreement.
 - c) Are inoperable after usage consistent with the manufacturer’s recommendations or instructions after the Effective Date of this Agreement.
 - d) are reported during the term of this Agreement.
3. This Agreement does not cover defects or faults that existed prior to the Effective Date of this Agreement.
4. Coverage is for Single Family Dwellings less than 10,000 sq. ft. Coverage is for owned or rented residential properties, not commercial properties or residences used as businesses (including but not limited to daycares, nursing homes, etc.). Where the premises covered by this Agreement are a condominium or multiple units’ residence, obligations are limited to the confines of the unit. Common area, such as lobbies, fitness centers, event room, and similar spaces and/or shared equipment is not eligible for coverage.. Please call Us for a special quote for premises over 10,000 sq. ft.

TO REQUEST SERVICE

1. Confirm the appliances are covered by your specific plan. Several different plans are available, including optional coverages that can be added for additional cost. Not all plans cover everything listed in the terms and conditions.
2. You can submit a Service Request at our website www.go-assist.us/servicerequest.
3. When You submit a Service Request, You will have the ability to select a preferred date of service. We will make reasonable efforts to schedule your visit on the date requested but cannot guarantee a date.
4. Under normal circumstances a local contractor hired by us in your local community will perform service within 2 business days from the date on which you contact Go Assist to request service. Go Assist will make reasonable efforts to handle Service Requests on a first come first service basis. If You request expedited service or service outside of normal

business hours, You will be responsible for payment of additional fees, including overtime. If the service required is on a system or appliance whose immediate failure which affects and is essential to the health, safety or welfare of the property and occupants, and you request expedited service, we will attempt to expedite service as quickly as feasible. Health safety and welfare is defined as 1.) a loss of total electrical service or damage to the electric service panel requiring it to be shut off. 2.) a total loss of heat when temperatures drop below freezing or air conditioning when temperatures expected to exceed 90 degrees. The failure of non-essential systems and appliances such as dishwashers, lighting, faucets, ranges, garbage disposers, hot water service among others is not considered essential.

5. We will not reimburse You for service performed by a service technician You select without Our authorization.
6. Only parts required to repair the appliance or system are covered. Parts replaced as part of maintenance (including batteries, filters, etc.) are not covered, even if replaced at the time the appliance or system is being repaired as part of Your approved claim.
7. Each repair requested must have its own Service Request and each Service Request will be subject to a \$75 Service Call Fee. Failure to pay the Service Call Fee will result in suspension of Coverage until the fee is paid. At that time, Coverage will be reinstated, but the Agreement period will not be extended.
8. Our network is not all-inclusive for every trade, in every location. For that reason, we may allow You to select a local contractor with our authorization.
9. It is Your responsibility to have the area of service work free and clear of non-related items for the Technician. In the event the area is not accessible, the Technician will return at a later date and the You will be responsible for an additional Service Call Fee.
10. This agreement is secondary to all insurance coverage and any manufacturer's warranty. If you have an insurance coverage or manufacturer warranty in place, We will take every reasonable step to help you contact your insurance or warranty provider. If your insurance or manufacturer warranty provider are unable to fulfil your service request, We will service your request, subject to these terms and conditions.
11. We may collect Your faulty appliance at any time during a service request. If We replace Your appliance we will make every effort to remove and dispose of it, but this is not guaranteed.

THIS AGREEMENT DOES NOT COVER:

1. Pre-existing conditions including failures that occurred prior to coverage effective date, or mechanical breakdowns identified during first usage of equipment or system. In the event of a disagreement between You and Go Assist about pre-existing conditions, a second opinion may be needed and may be chargeable to You. If it is deemed that there was not a pre-existing condition, Go Assist may reevaluate the diagnosis for coverage at its own discretion.
2. Repairs or replacement required as a result of any insurable event such, but not limited to fire, freeze, flood or other acts of God, accidents, vandalism, or from cosmetic defects, design flaws, manufacturers' defects, structural defects, power failure, shortage, surge or overload, and inadequate capacity while owned by You.
3. Failure to maintain equipment as recommended or instructed by the manufacturer, damage due to pests or pets, neglect, misuse, or abuse while owned by You.
4. Noises or Odors when a mechanical breakdown is not present.

5. We are not responsible for failure to provide timely service due to conditions beyond Our control; including but not limited to, part or equipment delays or labor difficulties.
6. We do not cover systems or appliances that are built for use outside of a residential setting or that are "commercial" grade (as rated by the brand or manufacturer or as can be determined as such by model or serial number).
7. We are not, under any circumstances, responsible for the diagnosis, repair, removal or remediation of Mold, Mildew, Rot or Fungus, or any damages resulting from or related to Mold, Mildew, Rot or Fungus, even when caused by or related to the malfunction, repair or replacement of a covered system or appliance.
8. ACCESS: We are not responsible for providing or closing access to covered items, except as noted under Plumbing System. We are not responsible for additional charges to remove or install systems, appliances, or non-related equipment in order to make a covered repair; nor do We cover the cost of restoration of wall coverings, flooring, floor coverings, counter tops, cabinetry, or tile.
9. We do not cover the cost for cranes or other lifting equipment.
10. CODE UPGRADES/ TOXIC MATERIALS/ PERMITS/ DISPOSAL: If code upgrades are required, We cannot perform service until You complete corrective work required by the applicable government laws or regulations. If additional costs are incurred in order to comply with regulations, We will pay a maximum of \$250 during any 12-month period.
11. Administrator will not perform services involving hazardous or toxic materials including, but not limited to, Asbestos, Mold, Lead Paint, or Sanitation of Sewage Spills.
12. REPAIR/ REPLACEMENT/ UPGRADING: We will not upgrade any covered item. We reserve the right to repair and/or replace systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts. We are not responsible for any delay in obtaining parts or replacement equipment. In some instances, Go Assist may offer you the option of accepting cash in lieu of repair due to a part being delayed beyond a reasonable timeframe, as determined by Go Assist. Go Assist is not obliged to extend such an offer. We are not liable for replacement of entire systems or appliances due to obsolescence, discontinuation, or unavailability of one or more integral parts. However, Go Assist will provide reimbursement for the costs of those parts determined by last known cost prior to discontinuation, or fair market value of similar parts; whichever is less. When replacing equipment, Go Assist is responsible for providing installation of equipment comparable in features (refer to exceptions noted under equipment coverage description), capacity and efficiency, but not for matching in dimensions, brand, or smart features. We will make every reasonable effort to color match where possible. We are not responsible for the cost of construction, carpentry, or other modifications made necessary by existing or installing different equipment. We reserve the right to provide cash in lieu of repair or replacement in an amount equal to the fair market value of the product. When providing cash in lieu of replacement, installation is limited to one hour of labor. Payment will be provided based on Our negotiated rates with our technicians and supply warehouses, which may be less than retail. We are not responsible for work performed once You accept cash in lieu of service. If We provide reimbursement or cash in lieu of service, the approximate time to issuance of a check is 10 business days. Proof of repair is required to maintain coverage on the item for which Go Assist completed a cash settlement.
13. We reserve the right to obtain a second opinion regarding servicing a failure at Our expense.
14. We are not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system, or appliance, or component, or part thereof, or with a new type of chemical or material utilized to run the replacement equipment; including but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by Federal, State, or Local Governments (except as noted under Air Conditioner System).

15. When regulations require the complete removal or replacement of piping, or other equipment, when completing a repair covered by the warranty contract, we will be responsible for the cost or completion of the eligible repair, but not the complete system or piping replacement.
16. If the part or service required does not affect the mechanical function of the equipment or system (e.g., door latches, refrigerator drawers, springs, door seals), it is not covered. Coverage is limited to one system or appliance (unless specifically noted or additional options purchased).
17. We are not responsible for loss of income, utility bills, living expenses, or hotel stays including the occasion when a repair extends over more than one day.
18. Otherwise covered systems or appliances with removed or altered serial numbers.
19. Any claim made in the 30 days immediately following your reoccupation of the home where the home has been left unoccupied for 30 consecutive days or more.
20. We do not cover faults caused by placing or using the Appliance(s) in a location or environment that is not in accordance with the manufacturer's instructions.
21. Unless directly caused by us or our service technician, we are not responsible for any consequential damages or any loss that is insurable or covered by a contract of insurance. You are responsible to take any and all reasonable action necessary to prevent further damage from an initial failure of any covered item.

SUBROGATION

In the event that coverage is provided under this Agreement, We shall be subrogated to all the rights You have to recover against any person or organization arising out of any defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, including but not limited to homeowner's insurance, and You shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall do nothing to prejudice those rights. Further, all amounts recovered by You for which You have received benefits under this Agreement shall belong to, and be paid to Us, up to the amount of benefits paid under this Agreement. We shall recover only the excess after You are fully compensated for Your loss.

TRANSFER

This Agreement is transferable, for the covered property, at no cost anytime during the term of the agreement. You must notify Us of this transfer by emailing customerservices@go-assist.us within thirty (30) days of the closing date and attaching a copy of the settlement statement. Agreement holder must purchase a new contract for a new property.

RENEWAL

This Agreement may be renewed at Our discretion only. In that event, You will be notified of the prevailing rate and terms of Renewal. Payment Rates may increase upon Renewal. To ensure there is no lapse of coverage, payment must be received prior to Agreement expiration. There is no grace period. If coverage lapses, a contract must be purchased and failures during the lapse will be treated as pre-existing conditions.

MONTHLY RENEWAL AGREEMENT

If a monthly payment Agreement was previously selected and We elect to renew Your Agreement, We will notify You approximately 30 days prior to expiration of coverage. You will be automatically renewed for an additional one-year coverage term unless You notify us in writing prior to expiration.

CANCELLATIONS

You may cancel this Agreement at any time. To arrange for cancellation of this Agreement You must email customerservices@goassist.us or call Us at (972)-349-1761. You are responsible for paying an administration fee not to exceed 10% of the gross amount paid by for the contract.

If You or Go Assist cancels the contract within the first 30 days following the effective date: You will receive a full refund of all contract fees paid less the service costs incurred by Go Assist, and an administration fee not to exceed 10% of the gross amount paid for the contract.

If You or Go Assist cancels the contract after the first 30 days following the effective date, You will receive a prorated refund of the contract fees paid, less the service costs incurred by Go Assist, and an administration fee not to exceed 10% of the gross amount paid for the contract.

We may only cancel this Agreement for the following reasons: non-payment of the Agreement price, fraud, material misrepresentation, or if the contract holder harasses, harms, or threatens the safety or well-being of any employee of Go Assist, a Go Assist Service Provider or any property of Go Assist or the Service Provider. If We cancel this Agreement, We will mail You written notice of cancellation listing the reason for such cancellation no later than fifteen (15) days before the effective date of cancellation, and will refund Your payment in full, less any service costs paid or pending.

STANDARD COVERAGE

APPLIANCES

Oven/Range/Cooktop, Kitchen Refrigerator, Clothes Washer, Clothes Dryer, Dishwasher, Wine Refrigerator, Free Standing Icemaker, Garbage Disposal, Trash Compactor, and Built-in Microwave, Kitchen Exhaust Fan, Stand-alone Freezer

COVERED: All mechanical and electrical components and parts.

NOTE: Exclusions below apply to all appliances.

EXCLUSIONS: Refrigerator ice-maker and drink dispensers (unless purchased as an add-on), Pans, trays, lights or light sockets, knobs, baskets, buckets, rollers, racks, handles, door seals, runner guards, shelves, interior linings, timers & clocks (that do not affect the heating or cleaning operation of the unit), knobs, rotisseries, meat probes, portable or counter-to microwaves, trim kits, halogen units, refrigerator/oven combination units, glass doors, glass trays. Refrigerators secondary to primary kitchen location unless purchased as an add-on.

COVERAGE LIMITS: (1) \$750 per claim maximum and a \$4,500 annual maximum for Whole Appliance Plan (2) \$750 per claim maximum and a \$1,500 annual maximum for Single Appliance Plan (3) \$750 per claim maximum and a \$750 annual maximum for Additional Appliances.

ADD-ON/ ADDITIONAL APPLIANCES

COVERED Items, EXCLUSIONS, and COVERAGE LIMITS as stated under the STANDARD COVERAGES, APPLIANCES Section shall apply.

SPECIAL STATE DISCLOSURES

Regulation of service plans may vary from state to state. Any provision within this Agreement which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations.