

GEM Home Advocate Membership Agreement

1. **INTRODUCTION:** GEM Home Advocate Plans are provided and administered by Home Advocate L.L.C., a Delaware Corporation, d.b.a. Gem Home Advocate, referred to as “Gem,” “Gem Home Advocate,” “Home Advocate,” “Company,” “We,” “Us,” and “Our.” This “Contract” is a residential “Membership Agreement” between Home Advocate L.L.C., and [insert customer name] (“Customer,” “You,” and “Your”). This Agreement describes the terms and conditions of this Home Service Contract. This is not a contract for insurance. Coverage under Your Membership Agreement is subject to certain limitations and exclusions, including service request-based and annual dollar limits and coverage exclusions. Home Advocate, Gem Home Advocate, “Gem,” “Home Advocate,” “Company,” “We,” “Us,” and “Our” obligations under this service contract are backed by the full faith and credit of Home Advocate L.L.C.
2. **Membership Overview and Pricing:**
 - a. This Membership Agreement constitutes your participation as a [basic/maintenance/premium/diamond] member, including coverage for the following systems: [insert # and type of systems, e.g. 2 cooling, 1 oil heating, 1 plumbing].
 - b. This Agreement is valid only for covered systems at the following service address: [insert service address]
 - c. **Pricing & Payment:** Your monthly membership charge is [insert total monthly amount].
 - i. Payment must be made in 12 monthly installments. Your initial payment is due at your Agreement start date and may be automatically debited from your payment method on file. Your initial monthly payment for this Agreement shall constitute acceptance of this Membership Agreement.
 - ii. Subsequent monthly payments will be automatically debited on the monthly anniversary of your Agreement date (e.g. if your Membership Agreement started on April 10th, you will be charged on May 10th, June 10th, etc.). Depending on your payment method, you authorize us to draft payments from a pre-authorized credit card or checking account. The charge for this Agreement on Your authorized billing method shall serve as the invoice for your payment. We may also email you a confirmation if there is an email address associated with your membership.
 - iii. If your payments are not current or your payment method is declined, we may refuse to provide service under this Agreement. Any past-due balances under this Agreement may be subject to a monthly late payment fee of the minimum of one and one-half percent (1.5%) of the past-due balance or \$25.00.
3. **Eligibility:** Your systems and appliances are eligible for coverage under this Membership Agreement if they: (a) were in good, safe, working order and correctly installed at the Service Address; (b) are easily accessible to perform the service requested; and (c) are not covered by a manufacturer, distributor, builder, extended, or other type of warranty or by a homeowner’s insurance policy. Furthermore, to be eligible for repair services, covered systems and appliances must: (d) become inoperative from normal usage (normal wear-and-tear) after the effective date of this Membership Agreement; (e) be reported as inoperative during the coverage period of this agreement; and (f) have failed due to normal wear and tear. Repair coverage begins 30 days after the effective date of this contract.
4. **Membership Coverage Details, Limitations & Exclusions:**
 - a. **General Entitlements:** As a member, you are entitled to front-of-line service and access to a priority customer service phone number and email address [see Welcome Letter for specific contact information]. Note: Front-of-line service will be on a best efforts basis and can be affected by seasonal demand.
 - b. **Discount:** As a [basic/maintenance/premium/diamond] member, you are entitled to a [5% or 10% or 15%] service discount off the list price of any services or repairs provided by Gem Authorized Service Providers. **Exclusions** include but are not limited to: commercial properties, HVAC installations, water heater installations, and new construction.
 - c. **24/7 Emergency Service:** Your membership includes 24/7 emergency phone service. The Company reserves the exclusive right to determine what constitutes a service emergency under this contract – generally loss of life or peril. If the company deems the service to be an emergency, an authorized technician will be dispatched as soon as reasonably possible to diagnose the system failure and - on a best efforts basis - expedite the repair. If you should request non-emergency service outside of normal business hours, you will be responsible for any additional fees, including overtime.

- d. **[Maintenance Plans Only] Maintenance Coverage:** Includes one (1) preventative maintenance service per covered system during each twelve (12) month agreement term. Preventative maintenance service is restricted to covered systems at your specified service address and will be performed by a Gem Authorized Service Provider. Gem Home Advocate will contact you when it is time to schedule your maintenance; the Company reserves the right to bundle and perform multiple maintenance services in a single visit. Heating and cooling maintenance plans include standard filters.
- i. **[Cooling maintenance plans only] Cooling Maintenance:** Includes a maximum of two (2) pounds of refrigerant per annual term as needed at the time of Your annual service visit. Refrigerant value is capped at \$200; cost of refrigerant in excess of \$200 retail pricing is the responsibility of the Customer. For ductless mini-split systems, each condenser is considered an individual system; a condenser may have up to four attached heads.
 - ii. **[Oil-based heating maintenance plans only] Oil-based Heating Maintenance:** Maintenance for oil-based heating systems incurs an additional charge of \$10 per system per month.
- e. **[Repair Plans Only] Home Advocate Protection Package - Repair Coverage:** Home Advocate will, at our expense, arrange for a Gem Authorized Service Provider to perform covered repairs (parts and labor) up to the following limits: \$400 for each incident, subject to a maximum system limit of **[\$3000 for premium; \$5000 for Diamond]** each term, including all replacement and fixture credits, if applicable.
- i. **[Heating repair plans only] Heating Repair:** Coverage includes all components and parts within the covered heating system, be it a gas, oil, electric, or propane furnace or boiler. Coverage also includes one (1) thermostat and one (1) heat pump attached to a boiler per plan, up to the limits set forth in Section 4e. Homes with multiple primary heating systems (e.g. multiple furnaces or boilers) require coverage for each heating system. **Exclusions** include but are not limited to: baseboard casings, fuel storage tanks, portable units, solar heating systems, fireplaces and key valves, filters (unless covered by a maintenance plan), electronic air cleaners, humidifiers, flues, vents, duct work, commercial grade equipment, and improperly sized heating systems.
 - ii. **[Cooling repair plans only] Cooling Repair:** Coverage includes all components and parts within the covered cooling system including: central cooling system, ducted electric central air conditioning, and blow motor located in the furnace if necessary for proper operation of the cooling system (furnace must be in good working condition), up to the limits set forth in section 4e. For ductless mini-split systems, each condenser is considered an individual system; a condenser may have up to four heads. **Exclusions** include but are not limited to: replenishment of refrigerant in excess of two (2) pounds per annual term, up to \$200 cap; filters (unless covered under a maintenance plan), window units, improperly sized air conditioning units, commercial grade equipment, systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications, duct work, and rooftop units.
 - iii. **[Plumbing repair plans only] Interior Plumbing and Drains Repair:** Coverage includes the repair of leaks and/or stoppages from the interior plumbing lines between the drainage system from the main shut-off valve to the shut-off valve at each fixture, including leaks or stoppages within the attached fixtures. Covered lines include water, waste, or drain lines that are not concrete-encased or otherwise inaccessible inside the Covered Property, up to the limits set forth in section 4e. **Exclusions** include but are not limited to: items located outside the dimensions of the main shut-off valve to the shut-off valve at each fixture (up to and including plumbing fixtures), exterior water and sewer lines, sump pumps, sewage ejector pumps, garbage disposals, well pumps, well pump pressure or storage tanks, water filtration or softening equipment, and toilets. In addition, any damage caused, or costs incurred, to gain access to inaccessible interior plumbing systems and/or any needed restoration will be Your responsibility and are excluded under this agreement.
 - iv. **[Plumbing repair plans only] Outside Water & Sewer Repair:** Exterior Plumbing Coverage includes one outside sewer line and one water service line. The sewer line coverage includes the portion of the sewer service line owned by You, from the point where the line exists the foundation of the home to the connection with the sewer service provider or septic tank. The water line coverage includes the portion of the water line owned by You from where the water line exists the home at the foundation to the point of connection with your water service provider. Home Advocate will, at our expense, arrange for a Gem Authorized Service Provider to perform covered repairs (breakdown due to normal wear and tear), including parts, labor and required restoration, up to the following limits: \$4,000 for each incident, subject to a maximum system limit of \$8,000. **Exclusions** include but are not limited to: septic system / cesspool

/ leech field, anything caused by You or any third parties negligent act, anything caused by natural disasters, anything caused by defective or recalled materials, anything caused by improper design or installation of lines, repairing any lines that are connected to the water or sewer line not owned by you, code upgrade, any openings made in walls or ceilings to access the Water Line or Sewer Line, restoring any sidewalks, driveways, roads or other paved surfaces that are not required by permit to be repaired, opening any of the foundation or slab to access the lines.

- v. **[Water heater repair plans only] Water Heater Repair.** Coverage includes all components and parts within the covered water heater system including: Gas, Tankless or Electric. Extra charge may apply with Oil units. **Exclusions** include but are not limited to: solar water heaters, solar components, fuel, holding or storage tanks, energy management systems, flues and vents, commercial grade equipment, drain pans and drain lines, instant hold/cold water dispenser, tank jackets, dampers and electrical and gas lines to the unit, unless covered in another plan.
- vi. **[Electrical repair plans only] Electrical Repair.** Coverage includes the repair of the electrical distribution within the interior of the home structure of the residence, including: general wiring, electrical panel, fuse box, circuit breaker, switches, receptacles, doorbells, thermostat wiring, and intercom wiring. **Exclusions** include but are not limited to: exterior wiring, meter boxes located outside the home or owned by others, fixtures, smoke and CO detectors, surge protectors, solar systems, and any wiring or other electrical items located in the exterior of the home structure.
- f. **[Whole Home premium members only] Premium Whole Home Bundle** includes repair and maintenance on your (5) covered systems, as well as the following features and benefits:
 - i. **Replacement credits:** You are entitled to a replacement credit of up to \$400 per covered heating system, cooling system or water heater per annual contract term. This entitlement is only valid when replacing the unit through a Gem Authorized Service Provider. These credits may only be applied to covered replacements and are subject to the maximum aggregate limits set forth in Section 4e. Credit must be redeemed at time of booking installation of new equipment.
 - ii. **Fixture credits:** You are also entitled to a \$200 plumbing fixture credit and a \$200 electrical fixture credit per covered plumbing or electrical system, respectively, per annual contract term. These credits may be applied to either the repair and replacement of broken fixtures or to elective upgrades and are subject to the maximum aggregate limits set forth in Section 4e. Credit must be redeemed at time of booking.
- g. **[Whole Home Diamond members only] Diamond Whole Home Bundle** includes repair and maintenance on your (6) covered systems, as well as the following features and benefits:
 - i. **Replacement credits:** You are entitled to a replacement credit of \$500 per covered heating system, cooling system, or water heater per annual contract term. This entitlement is only valid when replacing the unit through a Gem Authorized Service Provider. These credits may only be applied to covered replacements and are subject to the maximum aggregate limits set forth in Section 4e. Credit must be redeemed at time of booking installation of new equipment.
 - ii. **Fixture credits:** You are also entitled to a \$300 plumbing fixture credit and a \$300 electrical fixture credit per covered plumbing or electrical system, respectively, per annual contract term. These credits may be applied to either the repair and replacement of broken fixtures or to elective upgrades and are subject to the maximum aggregate limits set forth in Section 4e. Credit must be redeemed at time of booking.
 - iii. **Handyman Credit:** As a Diamond member, you are exclusively entitled to five (5) hours of skilled labor from a Gem Authorized Service Provider (up to a maximum \$150 value). The handyman credit is intended for minor residential household needs up to and including: project consultations; minor carpentry; furniture assembly; painting; drywall; and minor household repairs. Scope of work is limited to a minimum of 1-hour increments and a maximum of 5 total work hours. **Exclusions** include but are not limited to: parts and supplies; commercial properties; and any premises where working conditions are deemed hazardous, unsanitary or inaccessible.
 - 1. **Note:** The Company retains sole discretion to determine which service requests are within scope for the Handyman Credit
 - iv. **Diamond Exclusive Maintenance Extras:** In addition to the standard System Maintenance included in your Agreement, you will receive Diamond Exclusive Maintenance Extras, performed by a Gem Authorized Service Provider, at Your Service Address one (1) time during each agreement term, concurrent with a preventative service visit. Diamond Extras include a visual inspection of the major appliances and systems at your Service Address to identify potential hazards and recommend modifications, actions, or services

to prevent small problems from becoming big problems; testing of smoke and CO detectors to ensure proper working order and changing of batteries; thermal imaging and air infiltration testing; water infiltration inspection; and sewer and septic inspection as needed. **Exclusions** include but are not limited to: inspection of any product or system that is inaccessible or where work conditions are deemed hazardous; repair or replacement of any system or appliance.

1. **NOTE:** We are not liable for any problems that subsequently arise with any of the inspected systems, products, or appliances.
 - v. **Personal Home Advocate Concierge:** As a Diamond member, you will be assigned a personal Home Advocate concierge and provided with a dedicated direct phone line. Your Home Advocate is available to help manage your personal home care needs, 8 a.m. to 5 p.m. ET, Monday-Friday. Potential services include arranging and managing any home service requests with Gem Home Advocate or its affiliates; arranging and managing any handyman services; and/or referring home service providers for services the company or its affiliates do not directly provide (e.g. painting, chimney cleaning, carpet installation). **Note:** Home Advocate L.L.C. is not liable for the work product of any referred vendors. **Exclusions** include but are not limited to: cost of home service needs not covered by the planned maintenance and repair services in Sections 4d and 4e.
 - h. **Repair Coverage:** "We will service, repair, or indemnify to service, repair, for the operational or failure the covered system, subject to the specific limits and terms, that fail due to normal wear and tear."
5. **To Obtain Service:** You must contact Company to request service; service requests may be made via phone, email, online booking portal, or other means provided to you – see Welcome Letter for specific contact information. [Repair plans only You must notify Company of a breakdown of a covered system as soon as the problem is discovered. Notice of any malfunction must be given to Us prior to the expiration of this agreement.] [Maintenance plans only Gem Home Advocate will contact you when it is time to schedule your preventative Maintenance Services.] All services must be authorized in advance and will be scheduled by Gem Home Advocate with a Gem Authorized Service Provider. Company will not reimburse you for work done by Unauthorized Service Providers or for services performed without the Company's prior authorization. Unauthorized repairs may void this agreement.
- a. Company has the sole and absolute right to select the Gem Authorized Service Provider to perform any requested service. Normal business hours for service are Monday through Friday, from 8 a.m. to 5 p.m. ET. Repairs may be performed outside of normal business hours and on holidays at Company's sole discretion, but such repairs may be charged at a higher labor rate, potentially exhausting Your per trip limit and/or annual limit sooner than repairs performed during normal business hours.
 - b. The customer is required to provide Gem Authorized Service Provider(s) with safe and reasonable access to all systems and appliances. Service may be denied until safe and reasonable access is provided by Customer.
6. **Term:** The coverage period for this Agreement is for a term of twelve (12) months and, should we elect to renew, your Plan will continue to renew for like terms unless cancelled thirty (30) days prior to the end of the current Agreement term. If you do not notify the company to cancel the Agreement thirty (30) days prior to the end of the Agreement, you will automatically be renewed for another twelve (12) month term. Each twelve (12) month period will be treated as a separate Agreement term. There is a 30-day waiting period before you are eligible for repair service under this contract; the waiting period is voided for continuously renewed contracts (e.g. if you renew for a 2nd 12-month term and there is no lapse in coverage, you will not be subject to a waiting period for repair coverage). Should you decide to upgrade your membership at any time, a 30-day waiting period will apply before your upgraded repair coverage will take effect. All other upgraded benefits will apply immediately. For renewals, you will be provided with notice, including any change to the price or structure of your membership, no fewer than sixty (60) days prior to the expiration of your current agreement.
7. **Cancellation:** You may cancel this Agreement at any time. We may cancel this Agreement due to Your non-payment, fraud, material misrepresentation or breach of contract. In addition, We may be required to cancel this Contract as a result of a decision or order of a governmental body or a change in laws or regulations. If either You or the Company cancels this Agreement within 30 days of the date the service contract was mailed to the service contract holder and You have not yet received any covered services, You are entitled to a full refund of the amount paid by You under this Agreement. If either You or the Company cancels this Agreement more than 30 days after the effective contract start date but before the end of the term AND you have not yet received any covered services, the contract may be canceled with no further penalty or refund. If you cancel this Membership Agreement before the end of the term and you HAVE received any covered services,

then You will be responsible for the lesser of the costs incurred by Us or the balance due under this Agreement. Your cancellation will be effective immediately following the monthly period in which this Agreement is canceled; a \$25 administrative fee may be applied to your account as part of the cancellation process. We reserve the exclusive right not to renew this Membership Agreement for any reason.

8. Membership Agreement Non-Coverage Overview: Certain universal conditions are not covered as part of this agreement. (1) Damage from accident, abuse, misuse, introduction of foreign objects into the product or system, unauthorized modifications or alterations, failure to follow the manufacturer's instructions or recommended maintenance, improper or incomplete installation, third party actions or repairs, the elements or acts of God (including but not limited to: fire, flood, freezing, landslides or sinkholes), vandalism, theft, infestation (damage caused by animals or insects), a manufacturer's recall, manufacturer's defect or retrofit, civil unrest, war or terrorism. (2) Any product or system which was not in good working order when coverage under this Agreement began (i.e. detectable pre-existing condition). (3) Failure to provide access. Any damage caused, or costs incurred, to gain access to inaccessible covered products, including restoration costs such as plaster, drywall, paint, or concrete, is the responsibility of the customer. (4) Any property, product or system being used for commercial purposes. (5) Cosmetic damage. (6) Bringing non-complying equipment or systems into compliance with current or future building, local, state, or federal codes. (7) Services which involve the handling, disturbance, disposal, or cleanup of hazardous or toxic materials, such as lead, asbestos, mercury or anti-freeze. (8) Portable units. (9) Replenishment of refrigerant in excess of two (2) pounds or over \$200 retail price per annual term.
9. Limitation of Liability: Except for the coverage limits as described in Sections 4 & 8, the Company's total liability to you, and your exclusive remedy for all damages, shall not exceed the amount paid by you hereunder. In no event shall the Company or its affiliates be responsible under this contract for incidental, consequential, special, punitive or economic damages or losses or for damages to any person or property arising from the loss of use or the inability to use the applicable products or systems to the extent such may be disclaimed by law. You expressly waive the right to any and all such damages.
10. Arbitration: All disputes or claims between the parties arising out of this agreement, or the parties' relationship, shall be settled by final and binding arbitration held in the county of the customer's address; provided, however, either party may bring an action in small claims court if the amount is within the court's jurisdictional limits. By entering into this Agreement, the parties acknowledge that they are giving up the right to a jury trial and/or class arbitration or consolidation. The arbitration shall be conducted by the American Arbitration Association pursuant to its Consumer Procedures or any other mutually agreeable arbitration service. The Company agrees to reimburse the customer for filing and administration costs not to exceed \$125, unless the arbitrator determines that the claim is frivolous. For claims of \$10,000 or less, the customer has the exclusive right to choose whether the arbitrator will conduct an in-person hearing, a telephonic hearing, or a "desk" arbitration wherein the arbitration is conducted solely on the bases of documents submitted to the arbitrator. The parties expressly agree that this Agreement and this arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.
11. Other Terms: This Agreement, including the Welcome Letter, terms, conditions, limitations, exceptions and exclusions, and the information identifying the covered products, constitutes the entire Agreement. You authorize Company to share account information, payment status history, and related information about You with third parties, such as suppliers and services providers, as may be required by contract or law or in order to provide service; You further authorize company to utilize such information to offer other products and services of Company and its affiliates to You. Company reserves the right to amend this Agreement due to regulatory or procedural changes that may affect its ability to perform its obligations under this Membership Agreement. Company further reserves the right to amend this agreement for any reason upon contract renewal. You acknowledge that you did not rely on any oral representations other than such as are reflected in writing herein.