



EXTERIOR WATER SERVICE LINE AND EXTERIOR SEWER/SEPTIC LINE

TERMS AND CONDITIONS

Please read carefully.

This Service Agreement

This Service Agreement provides coverage for the exterior water service line ("Water Line") and exterior sewer/septic line ("Sewer/Septic Line"), (collectively, "System(s)") at the properties of the customers You provide water services to ("Customer(s)").

This Service Agreement is between you, the Service Agreement holder listed on the Declaration Page, ("You" or "Your") and us, Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("Us", "We", "Our", "SLWA"), a subsidiary of HomeServe USA Corp. ("HomeServe"), the entity obligated to provide service. We are responsible for providing the benefits under this Service Agreement.

Your Service Agreement ("Service Agreement") consists of these terms and conditions as well as Your Declaration Page, which lists important information about the coverage We are providing ("Declaration Page") and is the entire agreement between You and Us.

SLWA is the point-of-contact for You and Your Customers for all questions or concerns regarding the servicing of this Service Agreement.

How can You or Your Customers contact SLWA?
7134 Lee Highway, Chattanooga, TN 37421 • Please see Your Declaration Page for SLWA's phone numbers.

Eligibility

Who is eligible for service?

Your Customers who are owners or renters of:

- A single structure permanently secured to the ground ("Home") and the land it is located on ("Property") that is used and zoned only for residential occupancy, including:
 - a) Single-family homes
 - b) Townhomes
 - c) Multi-family homes

You are responsible for identifying and validating Customers who are eligible for service and for providing Us with the data necessary to service Your Customers.

Where renters are deemed eligible for service by You, the Property owner's verbal consent is required before any Covered Repairs will be performed by Us.

Who is not eligible for service?

Your Customers who are owners or renters of:

- Recreational vehicles or homes intended to be moved;
- Properties used for commercial purposes

Coverage

You or Your Customers must call SLWA for Covered Repairs. For Covered Repairs, there must be an operational failure to the System(s). You or Your Customers are responsible for charges beyond the Benefit Limit for each System.

Under this Service Agreement, normal wear and tear is characterized by deterioration that occurs naturally over time resulting from standard use.

Water Line:

What is a Covered Repair?

Repair or replacement of the following, for which Your Customer has sole responsibility, that is damaged due to normal wear and tear:

- A blocked, leaking, low pressure (meaning 30 pounds per square inch with 2 or fewer fixtures open), or frozen Water Line that provides fresh or drinkable water to the Home.

What sections are covered?

- If supplied by a utility: the Water Line from the utility's responsibility to the external foundation wall of the Home.
- If supplied by a well: the Water Line from the external wall of the well casing to the external foundation wall of the Home.

What is the maximum amount We will pay for Covered Repairs?

- Up to \$8,500 per Service Call ("Benefit Limit").
- Multiple Service Calls. See "What is a Service Call?" below.

Are there additional benefits?

- If during a Covered Repair We discover that the Water Line is lead, then We will replace the Water Line with a more appropriate material, rather than do a repair, up to the Benefit Limit.

Sewer/Septic Line:

What is a Covered Repair?

Repair or replacement of the following for which Your Customer has sole responsibility, that is damaged due to normal wear and tear:

- A blocked, leaking, or frozen Sewer/Septic Line that takes wastewater from the Home.

What sections are covered?

- If connected to a sewer system: the Sewer/Septic Line from the external foundation wall of the Home to the utility's responsibility.
- If connected to a septic system: the Sewer/Septic Line from the external foundation wall of the Home to the point of connection to the septic tank on the Property.
- Exterior branch drains connected to the Sewer/Septic Line from the point they exit the external foundation wall of the Home to the point they re-enter the external foundation wall of the Home.

What is the maximum amount We will pay for Covered Repairs?

- Up to \$8,500 per Service Call ("Benefit Limit").
- Multiple Service Calls. See "What is a Service Call?" below.

What restoration is included?

- Restoration to any area disturbed by the Covered Repair is limited to filling, raking, and reseeding of grass, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.
- Debris will be removed from the restoration area.

Exclusions

What is not covered?

General exclusions:

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1. Damages, losses or expenses, whether from accident, negligence or otherwise, caused by: (a) You, Your Customer, or any person or entity other than Us or HomeServe or (b) unusual circumstances, meaning war, government regulations, pandemics, riots, hostilities, strikes, work slowdowns, acts or threats of terrorism, fires, explosions, or acts of God, including but not limited to, natural disasters, earthquakes, tidal waves, and extreme weather (such as tornadoes, drought, hurricanes, and floods).
2. Excluded Damages (see "Limits of liability"), for example damages necessary to access the repair area. Your rights and remedies may vary depending on the state where You are located.
3. Correction of, or reimbursement for, any repairs or restorations made by You, Your Customers, or anyone You or Your Customer hires.
4. Any repairs or replacements when no operational failure of the System(s) has occurred.
5. Any replacement, correction, upgrade, or move of the existing System(s) including the meter in order to meet any code, law, regulation, ordinance, or utility directive, if not directly related to the necessary Covered Repair.
6. Any shared sections of the System(s) including the meter that provides service to multiple properties or secondary buildings not covered by this Service Agreement.
7. Any section of the System(s) that is shared with any third party not covered by this Service Agreement.
8. Repair or replacement of any sections or parts of the System(s) that are not stated to be covered in "What is a Covered Repair?" or "What sections are covered?"

Water Line exclusions:

1. Lines that branch off the primary Water Line.
2. Any pressure reducing valves or backflow prevention devices.
3. Water Lines that have failed any proactive inspection or test, when no operational failure has occurred.
4. Sprinkler heads, control systems, or any other irrigation equipment.

Sewer/Septic Line exclusions:

1. Non-conforming drain lines, meaning drain lines not directly connected to the public sewer system or a septic tank.
2. Septic tanks or any other type of collection tank, leaching fields, grinder pumps, or backflow prevention devices.
3. Sewer/Septic Lines that have failed any proactive inspection or test, when no operational failure has occurred.
4. Lines that branch off the primary Sewer/Septic Line.

Restoration exclusions:

1. Replacement of any decorative paving, pathways or landscaping features.
2. We cannot guarantee the survival of any living materials.
3. Restoration that is not stated to be covered in "What restoration is included?"

Service Calls**What is a Service Call?**

A visit to Your Customer's Property by one of SLWA's approved technicians where either work is performed to diagnose and complete a single Covered Repair or it is determined that the repair is not covered ("Service Call").

Does anything have to be paid for a Service Call?

There is no fee to make a Service Call.

When can a Service Call be requested?

As soon as Your Service Agreement begins.

How can a Service Call be requested?

Call SLWA and a service representative will schedule a Service Call. You or Your Customer will not be reimbursed for work not authorized by SLWA. Technicians must have safe and clear access to, and safe working conditions at and around, the work area. In order to make a Service Call, Your Service Agreement must be active and You must be current with Your payment(s) in the amounts You agree to pay for this Service Agreement as listed on Your Declaration Page ("Price"). Whether a System is to be repaired or replaced is entirely within the discretion of SLWA.

What is the Covered Repair Guarantee?

For 12 months, We will arrange at Our expense and choice for repair or replacement of Covered Repairs which are defective in materials or workmanship ("Covered Repair Guarantee"). We disclaim any and all statutory or common law warranties (whether express or implied) other than the Covered Repair Guarantee and any implied warranties that cannot be excluded under applicable law.

Term, cancellation and renewal**When does this Service Agreement start and how long is it?**

Your Service Agreement begins on the start date listed on Your Declaration Page ("Start Date") and continues until the end date listed on Your Declaration Page ("End Date") (such period, the "Term").

Can a Customer opt out of receiving service?

- Your Customers may opt out of receiving service under this Service Agreement at any time by notifying You. You are required to notify Us of any changes to the number of Properties and which Properties are included under this Service Agreement at any time.

Can We cancel?

- In the event that You fail to make timely payments due to Us, We may cancel upon 30 days' written notice unless You pay all past-due amounts within such 30 day period.

Will this Service Agreement automatically renew?

Unless You tell us otherwise, Your Service Agreement will automatically renew at the end of every Term for 5 years at the then current renewal price. We may change the Price at renewal, as reflected on Your Declaration Page. We reserve the right to not offer this Service Agreement upon renewal.

Other terms**Receiving documents electronically**

If You consent to electronic delivery, You can receive Your Service Agreement and all related documents to the email address listed on Your Declaration Page ("Email Address").



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Please read carefully.

Privacy policy

We are serious about the private nature of personal data. Please read Our Privacy Policy, a link to which can be found at the bottom of every page at www.slwofa.com, carefully to fully understand how We collect, share, and protect personal data.

Transfer

You may not transfer this Service Agreement.

General

Should any of these terms and conditions conflict with the laws of Your state, they shall be deemed amended so as to comply with those laws. Should certain terms or conditions be held to be invalid or unenforceable, the remainder of these terms and conditions shall remain valid.

Limits of liability

To the fullest extent permitted by applicable law, (1) You agree that We, HomeServe, and all of our respective parents, successors, affiliates, approved technicians and Our and their officers, directors, employees, affiliates, agents, contractors or similar parties acting on behalf of either Us, or HomeServe shall not be liable to You, Your Customers, or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per repair Benefit Limit, or, if there is no maximum Benefit Limit, any actual losses or direct damages that exceed the cost of repairs provided for in the "What is a Covered Repair?" section(s) of this Service Agreement, relating to any repairs performed by Us or HomeServe, or on behalf of either Us or HomeServe, or services provided hereunder giving rise to such loss or damage; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, damages based on anticipated or lost profits, wages, or revenue, or damages based on diminution in value or a multiple of earnings, including those caused by any fault, failure, delay or defect in providing any repairs performed by Us or HomeServe, or on behalf of either Us or HomeServe, or services provided under this Service Agreement, regardless of whether such damages were foreseeable and whether or not We or HomeServe, or anyone acting on behalf of either Us or HomeServe, have been advised of the possibility of such damages (the damages listed in clauses (a) and (b), collectively the "Excluded Damages"); and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

Arbitration: YOU, SLWA, AND HOMESERVE ALL AGREE TO RESOLVE DISPUTES BY BINDING ARBITRATION as follows:

A. ANY DISPUTE THAT ARISES OUT OF OR RELATES TO THIS SERVICE AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM SLWA OR HOMESERVE, WILL BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS. This arbitration agreement applies to disputes no matter when they arose, including claims that arose before You and We entered into this Service Agreement. This arbitration agreement also applies to disputes involving the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of SLWA or HomeServe. In addition, this arbitration agreement covers any claims or

causes of action against SLWA or HomeServe that You may assign or subrogate to an insurer. The American Arbitration Association ("AAA") will administer the arbitration under its Consumer Arbitration Rules. The Federal Arbitration Act applies. Unless You and We agree otherwise, any arbitration hearings will take place in the county where You are located.

- B. Any party bringing a claim may choose to bring an individual action in small claims court instead of arbitration, so long as the claim is pursued on an individual rather than a class-wide basis.**
- C. THIS ARBITRATION AGREEMENT DOES NOT PERMIT CLASS ACTIONS AND CLASS ARBITRATIONS.** By entering into this Service Agreement, all parties are waiving their respective rights to a trial by jury or to participate in a class or representative action. **THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** You may bring a claim only on Your own behalf and cannot seek relief that would affect other parties.
- D. BY AGREEING TO ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO PROCEED IN COURT.**
- E. IF FOR ANY REASON A CLAIM OR DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, SLWA, AND HOMESERVE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY.** This jury trial waiver also applies to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of SLWA or HomeServe.