

ELECTRICAL PROTECTION PLAN TERMS AND CONDITIONS

SERVICES COVERED

Electrical Protection Plan:

Covers the diagnosis and repair, replacement or adjustment, as we determine necessary of specified parts related to the covered components within your home's electrical system, subject to the exceptions noted below. For parts and services included in the Electrical Protection Plan, you are protected from all labour and part replacement costs, up to the limits described below.

Electrical Protection + Inspection Plan:

Same coverage as the Electrical Protection Plan plus an annual visual inspection of the covered components of your home's electrical system. The purpose of the inspection is to identify non-compliant or unpermitted components that are patently and obviously visible without intrusive or destructive inspection of your home's electrical system. No inspection can be guaranteed to detect all issues with your electrical system and components, and you acknowledge that our inspection is limited to the visible inspection described above. Although we may attempt to remind you from time to time of any annual inspection to which you may be entitled, we are not obligated to do so and you are responsible for contacting us to arrange any such inspection at a mutually convenient time. We will not be responsible for any annual inspection that is not provided due to you failing to contact us.

COMPONENTS COVERED

Electrical Protection Plans:

The following is a complete list of the electrical components in your home's electrical system covered by the Plan:

- Switches • Outlets • Interior Wiring • Components Within the Electrical Panels • Components Within Sub Panels • Receptacles
- Pot Light Repairs • Fluorescent fixtures • Cover Plates (Basic) • Repair to Ground Fault Circuit Interrupters • USB Charging Receptacles • Humidity Switches • Range Outlets • Dryer Outlets • Door Bell System Repair

The following parts are excluded from coverage under your plan:

- Repairs related directly to obsolete wiring systems (e.g. knob & tube wiring) • Repairs necessary as a result of unqualified work • Repairs needed as a result of fire, flood, lightning, vandalism • Aluminum Wiring • Electrical Permits • Ceiling Fans • Circuit Overloading • Direct Current Wiring or Components • Garage Door Openers • Central Vacuum Systems • Inadequate Wiring Capacity • Intercoms or Alarm Systems • Power Failure • Failures Caused by Power Surges • Remote Controls • Electrical Appliances

PLAN LIMITS

Under your Plan, our total parts and labour responsibility (including access to wiring through unobstructed walls, ceilings or floors only and diagnosis) is limited to a maximum of CDN \$1500 retail value (including HST) during each year of Plan coverage. Retail value is as determined by us using our standard repair pricing. You are responsible for any parts and labour charges above this amount.

We are only responsible for installing standard products. Your plan does not cover, and we are not required to replace, non-standard, specialty or non-North American parts or components that are not available through our usual suppliers. Decorative or specialty switches, outlets and receptacles are not covered by your plan and will be replaced with standard white or beige switches, outlets and receptacles. We are not responsible for upgrades or for the cost of construction, carpentry or other modifications made necessary by existing equipment or installing different equipment. Your Plan does not cover the cost of electrical permits necessary for completing any work (whether such work is covered by this Plan or otherwise), and you agree to pay such cost of such necessary electrical permits.

CANCELLATION

Your plan is in effect for a one month term, which term shall automatically be renewed for successive one month terms until cancelled by either us or by you upon written notice to the other party. Such cancellation will be effective on the date written notice is given unless the party giving the notice indicates otherwise within such notice. If you cancel this Agreement, you will remain liable to us for any outstanding amounts owing on your account. In the event that we cancel this Agreement, our liability will be restricted to a refund, if any, of the unexpired portion of any payments made, and to completing any repairs or part placements covered by your plan for which you have notified us up to the date of the termination of this Agreement.

BILLING AND PAYMENT

Your bill will be sent by us to you on a quarterly basis or, if permitted by us, on a monthly basis. Your charges are due 15 days after the bill issue date on your bill. A bill may not be sent to you if we believe that you have a credit balance. For your

convenience, we have arranged the various payment options. Your payment may be made by cheque or money order payable to Reliance Home Comfort and, so long as there is no interruption in postal service, sent by mail to Reliance Home Comfort, P.O. Box 2305 STN A, Oshawa, Ontario L1H 7V5. Your account number should be included on the front of your cheque or money order. Cash should not be sent through the mail. Payments may also be made through a financial institution in the manner of your choice (including paying at an automated teller machine, through telebanking or internet banking). If you have authorized us to have your payments deducted from your bank account (a pre-authorized payment or "PAP"), we will notify you 15 days prior to the first PAP. You will only receive another bill if the amount of the PAP changes. On approximately the same day (a "PAP Date") each quarter or, if permitted by us, each month, the charges set out on your bill are due and we will debit your account for those charges and all other amounts you owe us. If the PAP Date falls on a weekend or statutory holiday, your account will be debited on the next business day. You will pay us on demand interest on all amounts payable by you (including interest) and not paid when due, both before and after judgment, at a rate equal to 1.5% per month (or 19.6% per annum), compounded monthly. You will be charged \$25 for any cheque that is returned unpaid by your bank or for any PAP that cannot be processed for any reason. If more than one customer is named on the front of your bill, you understand that each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this Agreement.

NOTICE OF CHANGES

You agree to promptly inform us of any change of your mailing address at least 30 days in advance of such change. If you have chosen to make your payments under this Agreement by PAP, you must inform us in writing of any changes in the bank account information you provided. Notice of any change should be sent to us Reliance Home Comfort, P. O. Box 2305 STN A, Oshawa, Ontario L1H 7V5 or call us at 1-866-Reliance (1-866-735-4262) or visit us at reliancehomecomfort.com.

UNAVAILABLE PARTS AND PART REPLACEMENT

If a part covered by your plan is unavailable, we will attempt to obtain a replacement part or an equivalent substitute as quickly as possible, but limited availability of certain parts may result in delays from time to time. In the unusual event that we cannot provide a part replacement or an equivalent substitute, we will not be liable for such part replacement, equivalent substitute or for any resulting damages. Parts replacement or equivalent substitutes are solely at our discretion. Any part that is found to be defective and is replaced under your plan coverage becomes our sole property and may be disposed of at our discretion.

LIMIT ON LIABILITY

We are not the installer or supplier of the electrical system in your home and we make no representations, warranties or conditions as to the performance of such system. We will not be liable for any loss, damage or injury of any type arising out of or related to this Agreement or caused or contributed in any way by the use and operation of the electrical system or any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are not able to perform any of our obligations under this Agreement because of circumstances or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform. These plans do not cover any losses, repairs or replacements arising from abuse, accidental or deliberate damage, theft, vandalism, fire, flood, freezing, earthquake, other natural disasters, acts of war, acts of God, or unauthorized repair. You will indemnify us from all claims, losses and costs that we may suffer or pay, or may be required to pay, including legal expenses, in connection with the heating unit, the cooling unit, this Agreement or the use and operation of the system, including any claims against us for any injury or death to individuals or damage to property. You will pay, when due, all taxes and other charges imposed by any governmental authority on or in connection with this Agreement or your payments made under it.

Your plan will become active 21 days after your enrolment.

Your Consent Regarding Information:

You consent to our collection of your credit, financial and related personal information, and to the exchange of this information between us, credit bureaus, financial institutions, our subsidiaries and affiliates and other persons with whom you have had or may have financial dealings, and to our use of this information for the purposes of: verifying and evaluating your creditworthiness and other information you provide to us in connection with your account (including verifying your identity for regulatory compliance purposes); establishing, servicing and collecting on your account; providing the products and services you request; providing credit references; communicating with you for these purposes; and meeting legal, regulatory, audit, processing and security purposes, and as otherwise permitted or required by law. In addition to the purposes above, we and our affiliates assume that you consent to our use of your contact information to provide you with occasional information about other products and services offered by us or our affiliates. However, you may refuse consent for this purpose by contacting us within ten (10) days after you receive a copy of your bill, at 1-866-Reliance (1-866-735-4262). To request access to or correction of your personal information, or for more information about our privacy practices, see our Privacy Policy at reliancehomecomfort.com or write to us at Reliance Home Comfort, P.O. Box 2305 STN A, Oshawa, Ontario L1H 7V5, attention Chief Privacy Officer.

OTHER TERMS

We will not reimburse you for the costs of services or parts replacement performed by contractors that have not been authorized by us. Except as specifically noted in this Agreement, your plan coverage is non-refundable. Your plan coverage is not transferable to another residence. We have the right to change, from time to time, any term of this Agreement, including any plan rates and charges by sending you prior notice of the change and such change will be effective 30 days after the date set out in that notice. We may sell, assign or otherwise dispose of, or grant a security interest in, all or part of our right and interest in this Agreement to anyone else, without notice to you or your consent. To the extent not prohibited by law, you will not assert against any transferee any claims, defences, set-offs, deductions or counter-claims which you may now or in the future be entitled to assert against us.

The costs of redecoration and restoration costs required as a result of any work performed in connection with any of the Plans are not covered. This includes wall-coverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, countertops, landscaping or repair of any structural or cosmetic defects.