

Service Contract Terms & Conditions

These Terms & Conditions describe the service contract coverage provided to you by Alice Premier Home Warranty.

THE COVERAGE PROVIDED IS SUBJECT TO THE REQUIREMENTS AND LIMITATIONS DESCRIBED IN THESE TERMS AND CONDITIONS. PLEASE READ THESE PROVISIONS CAREFULLY. CERTAIN ITEMS AND EVENTS ARE NOT COVERED BY THIS CONTRACT. PLEASE REFER TO THE EXCLUSIONS LISTED BELOW. PLEASE NOTE THAT ALICE IS NOT AN INSURANCE COMPANY OR A SERVICE PROVIDER. THE PRODUCT BEING OFFERED IS A SERVICE CONTRACT AND IS SEPARATE AND DISTINCT FROM ANY PRODUCT OR SERVICE WARRANTY WHICH MAY BE PROVIDED BY THE HOME BUILDER OR MANUFACTURER.

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0. Definitions.

“Agreement” means this service contract between You and Us, including the Coverage Details.

“Coverage Details” means the document attached to this service contract that includes Your specific coverage information.

“Initial Term” means the time from the Effective Date to the Termination Date for which You have coverage under this Agreement.

“Covered Property” means the address identified on the Coverage Details that is eligible for coverage under this Agreement.

Covered Property must not be commercial property or residential property converted, in whole or in part, into a business.

“Independent Service Technician” means the qualified service contractor and/or technician Alice has arranged to repair or replace the systems and appliances under this Agreement.

“We,” “Us,” “Our,” “Obligor,” and “Alice” means Alice Premier Home Warranty LLC.

“You,” “Your,” and “Customer” mean the person contracting for Services covered by this Contract and whose name(s) appear on the Coverage Letter.

“Mechanical Failure” means a covered item becomes inoperable and unable to perform its primary designed function.

“Ordinary Wear and Tear” means the expected and natural deterioration of the covered item that occurs over time when used in a normal and expected manner for residential purposes.

"Primary Designed Function" means the primary function(s) which the covered item is intended to perform as specified by the manufacturer and is the primary purpose a reasonable consumer would purchase the covered item for residential use.

“Service Call Fee” means the service fee or fees, if any, to be charged for services covered by this Agreement.

1. Binding Agreement.

This Agreement is a legally binding document between You and Alice. This Agreement constitutes the entire and only Agreement between You and Alice. This Agreement supersedes all prior or contemporaneous agreements, representations, warranties and understandings between You and Alice. This Agreement provides for home service contract services only and should not be confused with an insurance contract. Your home service contract remains with the Covered Property and cannot be transferred to a different home except as provided under the Transfer of Agreement section below. This Agreement covers household appliances and systems listed below when it suffers a Mechanical Failure due to Ordinary Wear and Tear. This Agreement sets forth all of the household appliances and systems covered under this Agreement. In the event an appliance or system is not mentioned in this Agreement, it will not be covered under this Agreement. Please read the entire Agreement before retaining the services of Alice.

2. Obligations.

In consideration for Your payment to Alice, and subject to all of the terms of this Agreement, Alice will arrange for an Independent Service Technician to repair or replace the systems and appliances covered under this Agreement, when they become inoperable due to normal wear and tear.

Obligations of Alice under this Agreement are backed only by the full faith and credit of Alice and are not guaranteed under a reimbursement insurance policy.

3. Covered Property.

This Agreement only covers systems and appliances in the single-family dwelling, individual condominium unit, town house or modular home listed on Your Coverage Details as Covered Property. Only those systems and appliances properly and permanently installed and located within the living area of the Covered Property will be covered. This Agreement will not cover systems or appliances within (i) commercial properties; (ii) residential properties used for business purposes, including, but not limited to, dwellings used for rest homes, day care centers, schools and/or professional offices; and (iii) common areas of condominiums, multi-family houses (unless otherwise stated above) and/or cooperatives (iv) foreclosed/short sale properties. This Agreement will not cover any system or appliance designated by the manufacturer as being used for commercial use.

4. Term.

Coverage under this Agreement begins thirty (30) days after the Purchase Date as indicated on Your Coverage Letter page (the “Effective Date”). The initial term of the Agreement is one (1) calendar year from the Effective Date.

5. Claims Procedure.

5.1. Before Making a Claim. Prior to making a claim You should:

- i. Contact the proper authority in the event the malfunctioning appliance or system has the potential to cause injury to You or anyone else present in or near Your home;

- ii. Shut down the malfunctioning appliance or system to prevent further damage; and
- iii. Determine if the malfunctioning appliance or system is covered under this Agreement.

5.2. If Covered. If this Agreement covers the malfunctioning appliance or system, You MUST contact Alice PRIOR to obtaining service on the malfunctioning appliance or system. Your failure to contact Alice prior to obtaining service may render Your claim invalid. Alice will not reimburse You if You use Your own service technician without first obtaining Alice's prior authorization.

5.2.1. Alice Service Call Fee. Each time an Independent Service Technician is scheduled and dispatched to Your home, you will be required to pay Alice's Service Call Fee, regardless of whether all or part of the claim is granted, excluded, limited or denied by Alice. You will be required to pay the Alice Service Call Fee once the Independent Service Technician begins traveling to Your home, regardless of whether You are able to provide access to Your home for the Independent Service Technician or if You cancel the appointment while the Independent Service Technician is traveling to Your Covered Property, a separate service call fee will be charged for each issue. Additional charges may apply to the Alice Service Call Fee. The Alice Service Call Fee, which must be paid at the time and place of appointment, shall be paid by You to the Independent Service Technician or directly to Alice, at Alice's option. In the event You fail to pay the Alice Service Call Fee, You will not be able to schedule any additional service calls and Your home service contract will be suspended until all outstanding fees are paid in full. Suspension of Your home service contract will not alter or extend the Termination Date of Your home service contract.

5.3. Contact Information and Receiving Service. Covered services will be performed upon contacting Alice by submitting a claim online at www.alicephw.com. No claims forms or applications are required prior to receiving service. An Alice representative can be reached by e-mail at alice@alicephw.com. If You arrange for service from a technician not authorized by Us with Our prior authorization, We will not provide any reimbursement for any costs You may incur relating to the use of such technician, regardless if the service pertains to a covered breakdown of a covered item.

5.4. Non-Emergency Claims. To make a claim for repair You must contact Alice within three (3) days following discovery of the malfunctioning and/or inoperability of the system or appliance. Alice will initiate the process to diagnose the Breakdown of your Covered Item by contacting an Independent Service Technician within forty-eight (48) hours to schedule the diagnosis appointment under normal circumstances. If covered by this agreement, the system and/or appliance repaired or replaced will be paid for by Alice within a reasonable time following the submission of the claim. Alice will not be liable for any delay in the repair of the inoperable appliance or system for any reason.

5.5 Emergency Claims. In the event of an emergency, in order for Alice to make a determination if the system/or appliance that caused the emergency is covered under this Agreement, You must contact Alice prior to having any repair or replacement work performed. In the event the emergency pertains to gas, fire or has the potential to cause injury to You or anyone else present in or near Your home, You should take all reasonable steps, including, but not limited to, vacating the premises, and contacting the proper authority to ensure the safety of You and those present. Once the determination is made by the proper authority that Your home is safe to re- inhabit, You must contact Alice immediately and advise them of this claim.

6. Generally

6.1 Generally

6.1.1. Proper Working Order. All systems and appliances must be in proper working order on the Effective Date of the warranty coverage, as set forth in the schedule page accompanying this Agreement. Any pre-existing conditions or defects causing the malfunction of system or appliance during the term will not be covered by this Agreement. If a defective or malfunctioning system or appliance is discovered by an inspection company prior to the transfer of ownership of the property or by a utility company at the time of the transfer of ownership, said condition shall be deemed a pre-existing condition and not covered under this Agreement.

6.1.2. **Manufacturer's Warranty.** All systems and appliances covered under either the manufacturers, distributors, or any other express or implied warranty will not be covered under this Agreement.

6.2 Appliances Covered. This Agreement covers the following appliances:

6.2.1 **Kitchen Refrigerator.** Covered Components and Parts: All parts and components which impact the primary designed function. Excluded Components and Parts: Sealed system

6.2.2 **Kitchen Oven/Range/Cooktop.** Covered Components and Parts: All parts and components which impact the primary designed function

6.2.3 **Kitchen Built-In Microwave.** Covered Components and Parts: All parts and components which impact the primary designed function

6.2.4 **Kitchen Dishwasher.** Covered Components and Parts: All parts and components which impact the primary designed function

6.2.5 **Kitchen Garbage Disposal.** Covered Components and Parts: All parts and components which impact the primary designed function

6.2.6 **Clothes Washer.** Covered Components and Parts: All parts and components which impact the primary designed function

6.2.7 **Clothes Dryer.** Covered Components and Parts: All parts and components which impact the primary designed function

6.2.8 **Water Heater.** Covered Components and Parts: All parts and components which impact the primary designed function. Excluded Components and Parts: Solar or tankless water heating systems, leaks, and pumps

6.3 Plumbing.

6.3.1 Water Lines. Covered Components and Parts: Above ground leaks and breaks located within the perimeter of the home

6.3.2 Drain Lines. Covered Components and Parts: Above ground leaks and breaks located within the perimeter of the home

6.3.3 Vent Lines. Covered Components and Parts: Above ground leaks and breaks located within the perimeter of the home

6.3.4 Waste Lines. Covered Components and Parts: Above ground leaks and breaks located within the perimeter of the home

6.3.5 Toilets. Covered Components and Parts: All factory-installed parts and components which impact the primary designed function. Excluded Components and Parts: Flanges

6.3.6 Plumbing Stoppages. Covered Components and Parts: Plumbing stoppages in drain, vent, and sewer lines located within 100 feet of an accessible ground-level cleanout that can be resolved without excavation using a conventional auger/snake. Excluded Components and Parts: Stoppages caused by collapsed, damaged or broken drain, vent, or sewer lines, all access, roots or foreign objects, cameras, septic tanks.

6.4. Heating, Air Conditioning, and Ducting (HVAC) System.

6.4.1 Heating System. Covered Components and Parts: All factory-installed parts and components of permanently installed heating systems up to a 5-ton capacity of the following types: forced air (gas, electric, and oil), wall mounted heaters; floor furnaces, package units; heat pumps; mini-splits, hot water or steam circulating heat, and electric baseboard which impact the primary designed function. Excluded Components and Parts:

System add-ons such as air purification systems, load-management devices, humidifiers, damper systems, and zoning systems. Heat transfer devices, refrigerant and/or leaks of water or refrigerant.

6.4.2 Air Conditioning System. Covered Components and Parts: All factory-installed parts and components of permanently installed air conditioning systems up to a 5-ton capacity of the following types: Ducted central and electric split and package units, and mini-splits which impact the primary designed function. Excluded Components and Parts: System add-ons such as air purification systems, load-management devices, humidifiers, damper systems, and zoning systems. Heat transfer devices, refrigerant and/or leaks of water or refrigerant.

6.4.3 Ducting System. Covered Components and Parts: All readily accessible supply and return line elbows, connectors, and transitions from unit to point of attachment at registers or grills which become disconnected and impact the primary designed function. Excluded Components and Parts: Damper and Zoning Systems

6.5. Electrical System.

6.5.1 Internal Wiring. Covered Components and Parts: Electrical Wiring located within the perimeter of the home. Excluded Components and Parts: Wire Tracing and low voltage systems.

6.5.2 Primary Service Panel. Covered Components and Parts: All factory-installed parts and components – including breakers – which impact the primary designed function

6.5.3 Sub Panel. Covered Components and Parts: All factory-installed parts and components – including breakers – which impact the primary designed function

6.5.4 Electrical Switches. Covered Components and Parts: All manual switches located within the perimeter of the home used to control lighting, power, fixtures, or fans

6.5.5 Electrical Receptacles. Covered Components and Parts: All standard duplex and GFCI receptacles located within the perimeter of the home

6.5.6 Ceiling Fan. Covered Components and Parts: All factory-installed parts and components –which impact the primary designed function

6.6. Garage Door Opener.

6.6.1 Garage Door Opener. Covered Components and Parts: All factory-installed parts and components which impact the primary designed function. Excluded Components and Parts: Doors and/or related connecting components, remotes, and wall controls

6.7. Additional Coverage Options. The following is a list of covered systems and appliances which You have the option to purchase from Alice. The following components will only be covered if You advise Alice that You wish to add the additional home warranty coverage and Alice is in receipt of the additional payment for said coverage. You may purchase the additional coverage for up to thirty (30) days following the Purchase Date of the home warranty coverage but coverage for the additional coverage option will not take effect until payment is received by Alice for the additional coverage and the additional coverage will terminate on the Termination Date.

6.7.1 Plumbing and Lighting Fixtures. Covered Components and Parts: Shower heads and arms, tub/faucet knobs, cartridges, and filters, smoke detectors, and florescent lighting fixtures. Excluded Components and Parts: Low Voltage Systems and Components.

6.7.2 Limited Roof Leak. Covered Components and Parts: Shingled roof leak repairs over the occupied living area of a single-family home which require the patching of an area less than one square foot in size to stop water intrusion. Excluded Components and Parts: Roof ventilation system, chimneys, fixtures, solar panels, partial or complete roof replacements.

6.7.3 Pool/Spa Filtration System & Pool/Spa Heater. Covered Components and Parts: The factory installed pump, motor, filter, burner, and switches. Both the pool and built-in spa systems are covered if they utilize common equipment (if they do not utilize common equipment, then only the pool. Excluded Components and Parts: Plumbing, leaking, controls and control boards, filter grids, sand, auxiliary pumps, heat pump units, and heat transfer devices. Above ground units and their associated components.

6.7.4 Well Pump Unit. Covered Components and Parts: The parts and components of the well pump unit that is utilized as the main source of water for the Covered Home. Excluded Components and Parts: Plumbing and Electrical to and from the well pump. Tanks or boosters and all associated components. Batteries and alarm components. Pulling or gaining access to the well pump. The well itself and/or redrilling.

6.7.5 Sump Pump Unit. Covered Components and Parts: The parts and components of the sump pump unit that is utilized for ground water for the Covered Home. Excluded Components and Parts: Plumbing and Electrical to and from the sump pump. Valves, pumps, batteries, and alarm components, preventers, and all associated components.

6.7.6 Additional Refrigerator. Covered Components and Parts: All parts and components which impact the primary designed function. Excluded Components and Parts: Sealed system

6.7.7 Standalone Freezer. Covered Components and Parts: All parts and components which impact the primary designed function. Excluded Components and Parts: Sealed system

6.7.8 Lawn Sprinkler System. Covered Components and Parts: All factory-installed parts and components of the main control box

6.7.9 Septic System Coverage. Covered Components and Parts: Aerobic pump, sewage ejector, jet pump, and septic tank. Excluded Components and Parts: Chemical treatment of the septic tank and/or sewage lines, Disposal of waste, leach lines, pumping, and/or cesspool.

7. Independent Service Technicians.

Alice has the exclusive right to select an Independent Service Technician to perform the necessary repair and/or replacement services. Alice will not reimburse You in the event a service technician performs, or attempts to perform, any repair and/or replacement services without first being authorized by Alice. If You experience any difficulties or have any disputes with an Independent Service Technician, You must contact Alice immediately. In certain limited situations such as one of Our Independent Service Technician is unavailable in Your area, or as otherwise determined by Us, We may ask or permit You to find and contact Your own service contractor to diagnose a claimed system or appliance. If We authorize You in advance to find Your own service technician, the service technician will be required to contact Us directly at the contact information We provide You with at the time We authorize You to use Your own service contractor after diagnosing the appliance or systems (up to any communicated approved amount) and prior to proceeding with any repair or replacement of the appliance or system. Any unauthorized work necessary for the diagnosis and repair or replacement will result in no reimbursement.

8. Alice's Option

Alice shall have the sole and exclusive option to:

- i. Select the Independent Service Technician to perform repair and/or replacement services;
- ii. In the event a covered system or appliance is deemed irreparable, or it is not cost effective to repair, Alice may replace the system or appliance with a system or appliance of like capacity, the price of which shall not exceed the depreciated value of the system or appliance being replaced;
- iii. In lieu of replacing a system or appliance that is deemed irreparable or it is not cost effective to repair, said determination being made by Alice, Alice may choose to pay a cash

settlement for the irreparable component of the system or appliance. Alice is not responsible for installation. The cash settlement shall be in an amount not to exceed the depreciated value of the covered item being replaced which means the amount may be less than the retail cost in Your area to repair or replace the system or appliance and shall be subject to the applicable limitation for the component/appliance/system. In the event We offer a cash settlement, We will pay You no later than thirty (30) days after We provide You with notice that You will receive a cash settlement. We may issue, and You agree to accept, the cash settlement via electronic funds, transfer, or check, at Our discretion. You are required to repair or replace the item and send acceptable proof of itemized costs before any approved reimbursement is made. Circumstances where You may receive a cash settlement instead of repair or replacement include but are not limited to:

Applicable Law prevents Us from performing a repair or replacement of the covered item;

Repair or replacement of the covered item is not economically feasible; or

The repair or replacement will exceed the covered item's applicable limit.

iv. Select the manufacturer, make and model of any replacement parts used in the repair of the defective system or appliance; and

v. Obtain a second opinion with regard to the cost of a repair or replacement without any additional cost to You.

9. Exclusions to Coverage.

9.1. Exclusions Generally. The following is a list of systems, appliances, components, and/or other costs that are NOT covered by this Agreement. In the event this paragraph conflicts with any other provisions in this Agreement, this paragraph shall be controlling.

9.1.1. Hazardous Material. This Agreement does not cover any systems, appliances and/or services relating to hazardous or toxic material including, but not limited to, acids,

asbestos, lead and lead based products, red- tagged units, gas leaks and any other hazardous contaminants.

9.1.2. This Agreement covers only mechanical failures due to ordinary wear and tear. In certain instances, We may require documentation from You during a claim review including items such as but not limited to maintenance records. This Agreement does not cover:

a. Routine maintenance, installation, and/or failures due to lack of routine maintenance (You are responsible for providing maintenance and cleaning of covered items as specified by the manufacturer);

b. Flues, all venting (including, but not limited to, dryer and cooking vents), chimneys, attic/whole area fans, and exhaust lines;

c. Repair, replacement, or remediation of cosmetic, structural, and/or other defects which do not impact the primary mechanical purpose of a system or appliance. Examples would include items such as, but not limited to, noise, doors and connecting components, shelves, clocks, Wi-Fi, Bluetooth, or any other connectivity features, gaskets, displays, latches, timers, multi-media centers, dispensers, filters, drawers, expansion/pressure/holding tanks, sinks, tubs, shower enclosures, shower pans, appliance water feed lines and/or pot fillers and seals;

d. Electrical failures, power surges, and /or zoning and any associated components, humidification, dehumidification, indoor air quality, solar, radon monitoring, fire suppression or home management systems;

f. Repair, replacement, installation, or modification of any component or part thereof, that has been, or is, determined to be defective by the Consumer Product Safety Commission or for which a manufacturer has issued, or issues, a warning, recall, or determination of defect;

g. System or appliance upgrades, repairs or replacements required:

- (i) when the malfunction is due to missing components, parts, or equipment;
- (ii) when the malfunction is due to lack of capacity in the existing system or appliance;
- (iii) when the malfunction is due to under or oversized systems in relation to the square footage or number of items being serviced; or
- (iv) to comply with any federal, state, or local laws, regulations or ordinances, utility regulations, or building or zoning code requirements, except as otherwise specified in this contract;

h. Searching for leaks, breaks, pulling and resetting, wire tracing, items outside of the home, or locating entry points to perform a diagnosis or effect repairs.

i. Failures cause by rust and/or corrosion, sediment, or metal fatigue; or

j. Repair, replacement, or remediation that occurs due to improper installation, previous repair, damage caused by any construction activity, misuse, hacking, modifications, or vandalism, including, but not limited to, missing parts from an appliance or system, and any physical damage.

9.1.3. Acts of Nature. This Agreement does not cover systems or appliances that require repair/replacement as a result of Acts of Nature or Acts of God.

9.1.4. Foundation/Structure. This Agreement does not cover any damage and/or defects to the structural components of the covered home, including, but not limited to, the foundation and any beams, walls, ceilings or floors of the covered home.

10. Alice's Liability.

10.1 Dimensions, Brand and Color, Limits. Alice will not be responsible for matching a system or appliances color, brand, or dimensions and only is responsible for repairing and/or replacing systems or appliances of a similar builder's grade. The following guidelines will be implemented to provide a repair/replacement allowance. For heating or cooling equipment (HVAC), the repair/replacement allowance is up to one-thousand dollars (\$1,000). For appliances, plumbing and electrical (non-heating or cooling) the repair/replacement allowance is up to four hundred dollars (\$400). For additional coverage options the repair/replacement allowance is up to three hundred dollars (\$300). If Freon coverage is selected as an option the limit is up to one hundred dollars (\$100). All of the above limitations are annual maximums. Furthermore, You agree that during the first thirty (30) days of coverage, no coverage will be provided for replacement of entire systems, appliances, compressors, control boards, or motors of any kind.

10.2. Removal/Disposal. Alice will not be responsible for any costs associated with the removal and/or disposal of any system and/or appliances repaired, or any waste or debris associated with the repair and/or replacement services.

10.3. Local/State/Federal Government Violation. Alice will not be responsible for repair of any system or appliance which said repair would violate any local, state and/or federal laws, rules, codes or regulations. If a system or appliance cannot be repaired or replaced without violating a local, state or federal law, rule, code or regulation, then Alice's liability will be limited to a cash settlement which shall be in an amount not to exceed the depreciated cost of the product in need of repair. If a violation of any local, state and/or federal law, rule, code or regulation is discovered before or during the repair service, Alice will not be required to initiate and/or complete the repair service until the violation and/or potential violation is corrected by You. Alice will not be responsible for any additional costs associated with the correction of the violation and/or potential violation. Alice will not be responsible for any improvements, services and/or costs required to comply with any local, state and/or federal laws, regulations, ordinances.

10.4. Access. It is Your responsibility to provide access to the system or appliance in need of repair.

10.5. Delay. Alice will not be responsible for delays in repairing or replacing a system or appliance resulting from events beyond its control.

11. Hold Harmless.

You shall keep, save and hold harmless Alice from any and all damages and liability arising out of any fault or negligence by You or any failure on Your part to comply with any of the covenants, terms and conditions herein contained. In case Alice shall, without fault on its part, be made a party to any litigation commenced by or against You, You shall protect and hold Alice harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Alice in connection with such litigation. You shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Alice in enforcing the covenants and terms of this Agreement. We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance.

12. Consequential Damages Will Not Be Covered.

This Agreement does not provide coverage for damage caused by a malfunctioning or inoperable appliance or system, including, but not limited to, water, fire and mold spores. Alice, its employees, agents, shareholders or parent company shall in no way be responsible for any damages, whether in contract or tort, for any malfunctioning or inoperable appliance or system.

13. Cancellation.

13.1 Cancellation By Alice.

Alice may cancel this Agreement at any time at Alice's sole discretion, and Alice may cancel this agreement "for cause" based on any of the following reasons:

- i. Fraudulent conduct by You;

ii. Misrepresentations by You; or

iii. Failed to make the required payments to Alice;

If Alice cancels this Agreement, Alice will provide You notice of such cancellation at least thirty (30) days prior to the effective date of cancellation. The notice of cancellation will provide the reason for cancellation. Unless the cancellation is "for cause," You shall only be entitled to a pro-rata refund of payments made regarding Your service contract for the remaining term, less an administrative fee and any service costs incurred by Alice.

13.2. Cancellation by You. You may cancel this Agreement within thirty (30) days from the Order Date of this Agreement, as set forth on the schedule page accompanying this Agreement. In the event You cancel within the thirty (30) day period, the You shall be entitled to a full refund if and only if, no service has been provided under the contract. After the thirtieth day, You may receive a refund pro-rated at the non-discounted annual plan cost. A seventy-five dollar (\$75) cancellation fee will be charged and any service costs incurred by Alice not to exceed the cost of the contract.

14. Renewal.

In the event You wish to renew this Agreement for an additional term, as set forth in the schedule page accompanying this Agreement, You must contact a Alice representative prior to the expiration of Your current term. You will be notified by a Alice representative as to the new rates and the new terms of coverage. Alice reserves the right to deny Your request for renewal for any reason and change the rate and terms of coverage for the renewed term.

14.1. Automatic Renewal. In the event You Alice the monthly payment option and Alice elects to renew Your Agreement, Alice will notify You of the rate and term for the renewal period during the tenth month of Your Agreement and You will be automatically renewed for an annual coverage period unless You notify Alice in writing thirty (30) days prior to the Termination Date. Your first payment for the renewed term will be deemed as authorization for another twelve (12) month term.

14.2 Arbitration. Any disputes resulting from this Agreement or any dispute resulting to Alice's home warranty service shall be construed and enforced under the laws of the State of Indiana. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.

15. Transfer of Agreement.

If Your Covered Property is sold during the term of this Agreement, You may transfer this Agreement to the new owner by notifying Alice by emailing alice@alicephw.com. You must inform Alice of the change of ownership and provide the name, email address, and phone number of the new owner. A copy of the Agreement is available upon request. You may not otherwise assign this Agreement without Alice's prior written consent.

Alice may assign this Agreement, in whole or in part, without Your consent, to the fullest extent allowed by law. You understand and agree that, in the event of such an assignment, We will have no further obligation to You.

16. Severability.

If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.