



General Terms & Conditions

1.0 TERM OF PLAN – Your Plan coverage begins 21 days after you have enrolled in the applicable Plan (your “Coverage Date”) and remains in effect for an initial period of one year, except otherwise stated in this Protection Plan Guide and Agreement.

2.0 RENEWAL OF YOUR PLAN – For your convenience, there is an automatic renewal process. Your Plan will renew each year on the anniversary of your Coverage Date (your “Anniversary Date”) unless you have given us a written email notice prior to your Anniversary Date that you do not wish to renew your Plan, or we have given you notice prior to your Anniversary Date that your Plan will not be renewed.

3.0 PLAN COVERAGE – The first claim can be made only 1 month after enrollment. Your Plan coverage applies only to single-family residences, be it a house, townhouse, condominium or apartment unit, modular home or a manufactured home that has been anchored to a permanent foundation and not moved during the coverage term. Equipment located in commercial properties or in residences that are used as businesses is not eligible for coverage. If the covered residence is a condominium, townhouse, modular home or manufactured home, coverage is limited to the equipment and systems located within the individual covered unit. Common areas or shared systems in multiple-unit dwellings are not covered. If you have more than one piece of the same equipment or system, Plan coverage is limited to the first such piece of equipment that we service, repair or maintain under the Plan.

4.0 PLAN CANCELLATION – We may discontinue or cancel your Plan at any time. If we do so and your Plan was paid by lump sum, our liability will be restricted to issuing a refund of your Plan on a pro-rata basis. We will complete any repairs or parts replacements covered by your Plan for which you have notified us prior to the date the Plan is discontinued or canceled. We may also cancel your Plan if you fail to meet any of your obligations (including payment obligations). If you have chosen to pay for your Plan by way of installments and you cancel your Plan prior to your Anniversary Date or if we cancel your Plan because you failed to meet any of your obligations (including payment obligations), you will be billed out for the remaining installments owing for the Plan, except as otherwise stated in this Protection Plan Guide and Agreement. You can contact us to cancel your Plan using the information set out under the heading “Contact Us”.

5.0 MOVING – If you are moving to a new residence, you have two options for your Plan:

a) Transfer your Plan: If you move, your Plan is transferable to your new residence provided you move within our service area. Your Plan will be canceled at your old residence and you will be billed out for the remaining installments owing for the Plan. Those billed installments will then be applied as a credit on your first bill to the new residence.

A new Plan will be created for your new residence, which will remain in effect for an initial period of one year. Please contact us using the information set out under the heading “Contact Us” 30 days before you move out of your old residence to ensure the successful transfer of the plan(s) to your new residence. The HVAC Service has to do pre inspection on the new equipment to resume the plan in the new address.

b) Cancel your Plan: If you choose not to transfer your Plan to your new residence or your new residence is not located within our service area, you will be billed out for the remaining installments of your Plan.



7.0 OUR REFUND POLICY

- Cancellation within 10 days – If you cancel your Plan within 10 days and had no service completed within that time frame, we will issue a refund for any payments made. If you have used the service within 10 days, your Plan will be canceled and we will issue a refund for any payments made but you will be billed for the cost of the service rendered.
- Equipment not eligible for service – If one of our authorized technicians deems your equipment not eligible under the Plan coverage and you have no prior service completed under your Plan, we will issue a refund up to a maximum of two years of payments made. If you have had service under your Plan, you will be reimbursed up to a maximum of one year of payments made from the last service date.

8.0 MODIFICATION OF TERMS AND CONDITIONS – We may modify the terms and conditions of your Plan, including the price, by giving you notice of the changes at least thirty (30) days and no more than ninety (90) days prior to the Anniversary Date. Such changes will become effective on the Anniversary Date.

9.0 DIAGNOSIS, LIABILITY AND WARRANTY Diagnosis

We will diagnose and repair equipment in accordance with the terms and conditions in this Protection Plan Guide and Agreement as long as the equipment is:

- Located within the confines of the permanent foundation of your residence (except for a central air conditioning unit);
- Properly installed and in proper working order on the Coverage Date;
- Safely and readily accessible for diagnosis and repair by the authorized technician; and
- Located in a safe and sanitary environment for our authorized technician.

Liability

The HVAC Service tries to diagnose and repair problems on the first service visit; however, it is not always possible. We are not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs.

If we do not correct or repair a problem covered by your Plan or if a replacement part fails, our sole liability will be to correct the problem and, if necessary, to provide an additional replacement part.

In no event are we liable for indirect, consequential or economic damages or for loss or damages to any person or property, indirect, consequential or incidental arising from the use or inability to use the equipment to the extent such may be disclaimed by law, nor do we cover any defects which are subject to a manufacturer's or distributor's recall, in-home warranty, or which are covered under a manufacturer's, distributor's or builder's program of reimbursement.

Pre-existing defects or deficiencies in existence prior to enrollment are excluded from coverage.

All parts and labour covered by the Plan must be provided by our authorized technician. We cannot reimburse you for parts and labour not done by our authorized technician.

Unavailable Parts or Non-repairable Equipment- We try to locate a replacement part or an appropriate substitute as quickly as reasonably possible, but limited availability of certain parts may result in delays from time to time. In the event that a part is no longer available or we cannot obtain it



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at a commercially reasonable cost, we will not be liable for replacing the equipment.

If the part is no longer available or the equipment cannot be repaired, either of us may terminate your Plan. If the Plan is terminated and you have no prior service completed under your Plan, we will issue a refund up to a maximum of two years of payments made. If you have had service under your Plan, we will issue a refund up to a maximum of one year of payments made from the last service date.

Warranty

We make no representations or warranties as to the parts and labour, except for those that are given by statute, except as provided below. During the manufacturer's warranty period, the manufacturer is responsible for items covered under their express or implied warranties. Subject to you carrying out your obligations under this Protection Plan Guide and Agreement and subject to the limitations set out under "Liability", we will pay for repair expenses not covered by the manufacturer's warranties and covered by your Plan and, if your Plan has expired, we will warranty our parts and labour for 90 days after the date of the repair. We are not a manufacturer of the parts and we are not making any warranty or guarantee in respect of the parts, the supplier or the manufacturer. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law.

Parts

All parts replaced under your Plan coverage become our property.

10.0 EXCLUSIONS

General Exclusions: Your Plan specifically does not cover any equipment used for commercial or other non-residential use, or any costs, including diagnosis and service, repair, parts replacement or adjustment if the equipment was used for commercial applications. Costs will further not be covered if repairs are needed because of: design faults or faults which existed before your Plan became effective, abuse, tampering, alterations or repairs by persons other than us, accidental or deliberate damage, loss, theft, freezing weather conditions, subsidence, structural repairs, fire, lightning, explosion, earthquake, flood, storm, acts of war or other insurable risks, the thermostat is not at the proper setting, the household electrical fuse or breaker required for the equipment is blown, the Heating Unit or Cooling Unit has been turned off, improper sizing or application of the equipment, redecoration or renovation related work, pre-existing defects or deficiencies in existence or which have previously been repaired during the first 30 days prior the date of coverage under your Plan, lack of reasonable maintenance, heating, cooling, appliance, electrical or plumbing or drains system breaking down.

Flushing of the heat exchanger and additional cleaning that is required due to insufficient or improper maintenance prior to joining the Plan or as a result of building renovations, fire or flood is excluded from coverage under the Plan. If required, these services will be charged to you at our standard labour rate plus applicable taxes at the time of repair. Boiler system drainage and refill are excluded from Plan coverage.

We reserve the right not to provide coverage for certain types, brands or models of equipment. If your plan covers only one unit of equipment and we exercise our right not to provide coverage for such equipment, we may cancel your Plan.

If you have no prior service completed under your Plan, we will issue a refund up to a maximum of two years of payments made. If you have had service under your Plan, we will issue a refund up to a maximum of two years of payments made from the last service date.



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Redecoration and restoration costs: The costs of redecoration and restoration costs required as a result of any work performed in connection with the Plan 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.

Your Plan does not cover: parts, components not specifically listed in this Protection Plan Guide and Agreement or that relate to a manufacturer's recall, providing for or closing access to covered items, except as noted in this Protection Plan Guide and Agreement; service or repairs of equipment that are related to inadequacy or lack of capacity, improper installation, previous repair, design or any modification to the system or appliance unless performed by us under this Protection Plan Guide and Agreement; electronic, computerized or energy management systems or devices, such as "Smart House" service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal usage;

loss or damage due to chemical or sedimentary build-up, misuse or abuse, unauthorized repair by others, failure to clean or maintain the equipment; rust, corrosion, insect infestation, mold, mildew or bacterial manifestations, missing parts, structural change, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, windstorms, hail, theft, negligence, intentional acts, riot, accidents, pet or pest damage, acts of God, or failure due to excessive water pressure or any other perils are not considered loss or damaged by normal use; parts, components, units, components and/or any subassemblies that are covered by a manufacturer's, contractor's, builder's or installer's warranty or program of reimbursement; upgrades or for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment; preventative maintenance; consumable items, including but not limited to, filters and fuses and replacement of spoiled food as a result of failure of equipment or electricity outage.

Building and Zoning Code Requirements or Violations: If current building or other code violations are discovered before or during the diagnosis or repair of equipment, we shall not be required to repair or service the equipment until you complete the necessary corrective work at your own expense. If you incur additional costs or expenses in order to comply with local, provincial, or federal law, we shall not be responsible for that additional cost or expense. We are not responsible for the service or repair of Equipment when permits cannot be obtained and we will not pay any costs relating to permits.

Hazardous Materials We shall not cover services involving hazardous or toxic materials, asbestos, lead or the disposal of refrigerants or contaminants.

Equipment not Eligible for Coverage:

- Ductless wall units
- Wall cooling units
- High-velocity units
- Water-cooled cooling units
- Natural gas-powered cooling units
- Equipment serving more than three dwelling units



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- Oil fuel based equipment
- Any equipment not readily accessible by our authorized technician

Equipment not Readily Accessible by an Authorized Technician

Circumstances where equipment, such as a Heating Unit and or Cooling Unit, is not readily accessible for an authorized technician include, but are not limited to, instances where your equipment is located in a crawl space, attic or an area where an authorized technician cannot safely or easily access. In such instances, we will not provide service and will deem your equipment ineligible for service. If one of our authorized technicians deems your equipment ineligible for service under the Plan, we will terminate your Plan, subject to the below.

If you have no prior service completed under your Plan, we will issue a refund up to a maximum of two years of payments made. If you have had service under your Plan, we will issue a refund up to a maximum of two years of payments made from the last service date.

Thermostat Coverage: If your Plan includes thermostat coverage and your thermostat fails, we will provide a replacement with a make or model of our choice. This will not include smart or wi-fi thermostats, zone thermostats/ controls, energy management controls or batteries for programmable thermostats. For greater certainty, smart thermostats include home automation devices responsible for controlling a home's heating and sometimes air conditioning and allow the user to control the temperature of their home throughout the day using a schedule, such as setting a lower temperature at night and allowing the thermostat to control the HVAC system and optimize it to the user's lifestyle.

11.0 Standard Terms Personal Information We collect personal information about you in order to establish and manage our, and our authorized service provider's, business relationship with you. We won't knowingly share this information with third parties without your permission, other than to service providers, parties that provide us with credit information, parties to whom we transfer, assign, encumber or otherwise dispose of this Agreement or otherwise in accordance with our Privacy Policy which is available at theservicewizard.ca/privacy-policy or can be obtained from our Privacy Officer.

In light of this, you hereby:

1) consent to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages and promotional offers (such as tips to help you run your home or place of business more efficiently and reliably, special money-saving offers available to our customers and news about products and services that may be of interest to you) in accordance with the terms of our Privacy Policy, you may opt-out at any time by contacting our Privacy Officer using the information below;

2) authorize us to use and disclose your personal information to: verify your identity when you request information about your account by telephone or email; bill, collect a payment, manage your account and/or supply services to you under this Agreement; review information about your bill payments; provide to our authorized technicians and other companies that provide service under this Agreement; comply with law enforcement and/or a legal requirement; process past due accounts of yours which have been passed to a debt collection agency; and



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undertake a credit reference check and we agree that the results thereof, any other personal information provided by or about you shall be handled by us in accordance with applicable laws and the Privacy Policy; and

3) if your Plan is billed by your gas utility, you authorize your gas utility to provide us with any information about your Plan, including charges and payment information. We may record our telephone conversations with you and disclose the recordings to achieve the purposes set out in this section.

You may contact our Privacy Officer to discuss any questions or concerns related to the Privacy Policy, how your information is being handled, or to request that your personal information be revised or removed from our promotional list by telephone at: 705-991-0567 email at: admin@theservicewizard.ca

Technician Safety. No service or repairs under the Plan will be provided if our authorized technician refuses to enter a residence due to the presence of animals, insects, unsanitary conditions or unsafe conditions, or is unable to provide service due to equipment that is not readily accessible. In the event of such unsanitary or unsafe conditions, as determined by us acting reasonably, we may, in our sole discretion, terminate your Plan. If you have no prior service completed under your Plan, we will issue a refund up to a maximum of two years of payments made. If you have had service under your Plan, we will issue a refund up to a maximum of two years of payments made from the last service date.

Governing Law. This Protection Plan Guide and Agreement is governed by and construed in accordance with the laws of Ontario and federal laws of Canada applicable therein.

Entire Agreement. This Protection Plan Guide and Agreement, including any supplemental terms and conditions, welcome letter(s), renewal letter(s) and completed enrollment form(s) is the entire agreement between you and us and supersedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out herein.

Conflict. If there is a conflict or inconsistency between the information on the enrollment form and this Protection Plan Guide and Agreement, this Protection Plan Guide and Agreement take priority to the extent of such conflict or inconsistency.

Assignment. We may assign any or all of our rights and obligations under this Protection Plan Guide and Agreement or pledge the Protection Plan Guide and Agreement or proceeds thereunder as security for any obligation, without your permission. If you want to assign this Agreement to anyone else, you will need our written consent to do so.

Notice. We can provide notice to you by personal delivery, mail (including registered mail), phone or email. If the email addresses which you have provided us change, you will need to give us your updated email address.

Force Majeure. We are not responsible for failing to perform our obligations or for any loss to you under this Protection Plan Guide and Agreement if we are prevented from doing so by events or circumstances beyond our control

