

MEMBERSHIP REWARDS PLAN TERMS AND CONDITIONS

1. **Applicability.** These Membership Rewards Plan Terms and Conditions (“Terms and Conditions”) together with your Membership Rewards Plan Membership Election (“Membership Election,” collectively the “Agreement”) govern the Membership Rewards Plan Services (“Services”) that Burton Plumbing Services, LLC (“we,” “us,” or “our”) provide to you, as described in this Agreement.

2. **Services; Membership Plan Levels; Fees.** We will provide the services contemplated below, as applicable for your Membership Rewards Plan (“Plan”) level. All Services will be performed only by an authorized technician employed or engaged by us in our sole discretion (the “Service Contractor”). The different Plans and their associated Services are described in the table below. Please see your Membership Election for costs and fees.

Plan	Benefits and Services
Standard	5% discount on repairs.
Premium	10% discount on repairs. 5% discount on replacements. Annual plumbing and electrical inspections. No emergency trip fees for weekend and afterhours trips. Priority scheduling. Annual AC and furnace tune-up.
Elite	All of the Premium Plan benefits plus the following: A 15% discount on repairs (instead of the 10% under the Premium Plan). A water heater flush (does not include tankless water heaters and must have brass boiler drain to qualify). No trip fees. One-year limited labor warranty (see Section 14 for more details).
All Plans are transferrable, eligible for Loyalty Points, and include annual heating and cooling inspections (for one unit).	

3. **Automatic Renewal.** All Plans automatically renew. As set forth in the Membership Election, you may choose to enroll in a Plan on a month-to-month basis or an annual basis. **Month-to-month plans have a minimum four (4) month commitment.** Plans may be cancelled as set forth below.

Automatic Renewal

Plans will automatically renew until terminated. Your designated payment method will be charged for the Membership Fee on each renewal date.

Termination: You may terminate enrollment in a Plan by calling the number on the Membership Election or sending an email to the email address on the Membership Election. Terminations must be submitted at least three business days before a renewal.

Monthly Payment Option: Plans renew on a monthly basis on the 15th calendar day of each month (if the 15th is not a business day, the agreement will renew on the next business day). You may cancel the Plan at any time after four (4) months from the enrollment date.

Annual Payment Option: Plans renew annually on the anniversary of your enrollment date.

YOU ACKNOWLEDGE THESE RENEWAL TERMS:

Customer Signature Date

4. **Service Calls; Scheduling.** To schedule an appointment for a service call, call us at the number listed on the Membership Election. Our normal hours for service calls are 8:00 am-5:00 pm, Monday through Friday. Services provided under the Standard and Premium Plans will incur a Trip Fee and services provided outside regular working hours under the Standard Plan will incur additional Emergency Fees. Air Conditioning inspections will take place between March and May and Furnace and Heating Inspections will take place between September and November. Air Conditioning maintenance services must be performed when the temperature is above 60 degrees Fahrenheit and no inclement weather is present or forecasted. Plumbing and Electrical Inspections will take place throughout the year. See your Membership Election form for the fees associated with these Services. We will only perform Services on equipment located at the Service Address set forth in the Membership Election.

5. **Plan Eligibility Requirements.** To receive any Plan benefits, you must (a) be current on all Membership Fees and not owe us any other amounts, (b) have equipment that is installed to meet local, state, and federal codes, and (c) satisfy manufacturer requirements for safe and proper equipment operation. Services to be provided under each Plan are for owned or rented residential-use property only. If the service address identified in the Membership Election is a rental property, you represent that they have authority to authorize the Services. We may refuse, in our sole discretion, to provide Service or deny enrollment under the Plan.

6. **Your Obligations.** You agree to cooperate with us and any Service Contractor in connection with the provision of the Services and provide access to the premises and equipment as needed.

7. **Loyalty Points.** Customer will earn 1 loyalty point for each dollar spent on Membership Fees (including fees paid for Optional Plan Add-Ons that you selected in the Membership Election). Loyalty Points may be redeemed to cover the costs of services or parts. Redemption of Loyalty Points is subject to a lifetime cap of 2,000 points. Loyalty Points are not transferrable, have no cash value, and will be forfeited when membership is terminated. Loyalty Points may be withheld if you violate any of the terms of this Agreement.

8. **Payment.**

(a) **Payment and Billing.** You agree to pay the Membership Fees and all other fees contemplated in this Agreement using a payment method that we make available to you. The initial Membership Fee is due when you sign this Agreement. If you selected the monthly payment option, you agree to make payments no later than the 15th day of each month (or if the 15th is not a business day, on the next business day). If you selected the annual payment option you agree to pay your Membership Fee on or before the 15th day of the calendar month that is 12 months following the Effective Date. [Except as set forth in Section 10(b), we do not prorate Membership Fees upon cancellation.]

(b) **Additional Fees.** Fees for services outside of the Plan will payable upon completion of the applicable services and will be subject to a separate payment authorization or agreement.

(c) **Form of Payment.** Payments must be made in U.S. dollars via ACH, debit card, or credit card.

9. **Term.** This Agreement will remain in effect until terminated by either party pursuant to Section 10. Monthly subscriptions may only be terminated after four (4) months from the date of this Agreement.

10. **Termination.**

(a) **Your Termination Right.** You may terminate this Agreement within three (3) days of the date you sign this Agreement in accordance with the Notice of Cancellation in Appendix A. In addition, Monthly Plan enrollments that are not cancelled within the three (3) day period provided under law and this Agreement are subject to a minimum four (4) month term. After any minimum required term, you may terminate enrollment in a Plan at any time by calling or emailing us at the telephone number or email address on the Membership Election.

(b) **Our Termination Right.** We may terminate this Agreement upon written notice to you if: (i) you fail to pay any amount when due under this Agreement, (ii) you do not otherwise perform or comply with any of the terms of this Agreement, (iii) we are required to do so by any regulatory authority, (iv) you move to a new service address and fail to notify us in writing prior to moving, or (v) if we, for convenience and in our sole discretion, makes a decision to discontinue the Plan or to discontinue your participation in the Plan. If we terminate this Agreement pursuant to this Section 10(b)(iii)-(v) we will reimburse any unearned Membership Fees.

11. **Effect of Termination.** You remain liable for additional services provided prior to termination that were not covered under the Plan.

12. **Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY LAW, WE, AND OUR PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT ALLOWED BY LAW, OUR LIABILITY, INCLUDING OUR PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR WILL BE LIMITED TO THE AMOUNT PAID UNDER THIS AGREEMENT BY CUSTOMER DURING THE PREVIOUS TWELVE MONTHS. WE ARE NOT RESPONSIBLE FOR ANY SERVICES PERFORMED

BY THE SERVICE CONTRACTOR OUTSIDE OF THE SCOPE OF THE PLAN.

13. **Disclaimer of Warranties.** WE AND OUR PARENT AND AFFILIATES ARE NOT THE MANUFACTURER OF THE PRODUCTS OR SYSTEMS COVERED UNDER THIS AGREEMENT AND THEREFORE THIS AGREEMENT IS NOT AN EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE EQUIPMENT OR SYSTEMS COVERED BY THE PLAN.

14. **Limited Labor Warranty.** Unless stated otherwise in the description of work that we or a Service Contractor provides to you, for the Elite Membership Plan we warrant our and Service Contractor's service, repair, replacement, and installation work to be free from defects in material and workmanship for the a period of one (1) year from the date work is completed, except for work involving drain stoppages which we instead warrant for ninety (90) days.

15. **Communication via Telephone and Text Message; Call Recording.** You agree that we, including our agents and service providers, may communicate with you using an automatic telephone dialing system and through the delivery of artificial and/or prerecorded voice messages. These communications may include calls and text messages related to upcoming appointments, missed or returned payments, information about the Service(s), other matters relating to the collection of amounts due under this Agreement or any other agreement with us, and your relationship with us more generally. You agree that we may make these communications to any telephone number that you have given or give to us. You also agree that we may communicate with you by email, which may include marketing related emails, at any email address you have provided or provide to us. You understand that anyone with access to your telephone or email account may listen to or read these communications, including text messages and voicemail messages. You agree that we will not be liable for anyone accessing the communications or for any charges that you incur in connection with any communications. You agree to notify us immediately if any information you have provided changes, such as a change in telephone numbers, email addresses, or if you are no longer the subscriber or usual user of a telephone number previously provided to us. You agree that we may monitor and record any telephone calls and other communications with us. To revoke consent for calls or text messages made with an automatic telephone dialing system and/or prerecorded and/or artificial voice messages, you may call us at 888-454-2294 or email healthyhomeplan@clarionhsg.com.com. To stop receiving text messages made with an automatic telephone dialing system, you may also reply "STOP" to any text message that we have sent to you. To stop receiving marketing emails, you must follow the opt-out instructions provided at the bottom of any such email.

16. **Notices.** Any notice that you send to us must be sent to our physical address or email address set forth in the Membership Election or another address we later designate.

17. **Assignment.** We may assign this Agreement without notice to you. While the Plan is transferrable, you may not assign or

otherwise transfer this Agreement without our prior written consent.

18. **Governing Law.** Except as set forth in the Arbitration Provision, the laws of the state where the Customer's service address is located govern this Agreement.

19. **No Oral Modifications.** The Agreement may not be modified or amended unless it is in writing and notice is provided to you.

20. **Amendment.** We may change the terms of, or add new terms to, the Plan and this Agreement at any time in accordance with applicable law. We will provide notice to you of any material change, which, unless otherwise stated, will not take effect until the earliest of your next renewal date.

21. **Arbitration.** THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION UNLESS CUSTOMER REJECTS IT BY FOLLOWING THE INSTRUCTIONS BELOW.

You and we agree that at the election of any party, any dispute, controversy or claim (whether based on statute, regulation, common law or otherwise) arising from or relating to this Agreement or the relationship(s) between or among the parties that is not resolved through negotiation may only be pursued individually and exclusively and finally resolved by binding arbitration.

Notwithstanding the foregoing, (a) any dispute concerning the validity or enforceability of this arbitration provision must be decided by a court; any dispute concerning the validity or enforceability of this agreement as a whole is for the arbitrator; and (b) this arbitration provision does not prohibit any party from (i) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, (ii) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration), or (iii) bringing an individual action in court that is limited to preventing another party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind). This arbitration provision does not preclude you or us from seeking relief in a small claims court (or an equivalent court) with jurisdiction over the dispute; however, if the dispute is transferred, removed, or appealed to a different court, it will be subject to arbitration. The arbitration will be administered by the American Arbitration Association ("AAA") according to its Consumer Arbitration Rules and fee schedules, which are available at www.adr.org. If the AAA is unable to administer and the parties cannot agree on a replacement, a court with jurisdiction will select the administrator

or arbitrator. The Federal Arbitration Act, 9 U.S.C. § 1, et. seq., governs the interpretation and enforcement of this provision. The parties waive any right (a) to a trial in court by a judge or jury or (b) to participate in a class action in court or in class-wide arbitration, whether as a class representative, class member or otherwise. The arbitrator shall not preside over any type of representative or class proceeding. Moreover, the arbitrator shall not join or consolidate claims of the parties hereto with claims of any other person or entity unless all parties agree otherwise in writing. If any portion of this arbitration provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, except that: (a) if a determination is made that the class action waiver is unenforceable, and that determination is not reversed on appeal, then the arbitration provision (except for this sentence) will be void in its entirety; and (b) if a court determines that a public injunctive relief claim may proceed notwithstanding the class action waiver, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, any individual claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded. This arbitration provision will survive any termination of this agreement, any breach, or default, any repayment in full, and any bankruptcy to the extent permitted by applicable bankruptcy law. This arbitration provision may also be enforced by our subsidiaries, affiliates, and successors, any purchaser, transferee or assignee of our rights, and the employees, officers, directors, agents and representatives of any of the foregoing, and by any third party that is named along with us as defendants in a single proceeding.

RIGHT TO REJECT: You may reject this Arbitration Provision if you do not want it to apply. Rejection of this Arbitration Provision will not affect the remaining parts of the Agreement. To reject this Arbitration Provision, you must send us a written notice of rejection. The notice must include your name, the Service Address, your telephone number, and a statement that you wish to reject the Arbitration Provision in the Agreement. The notice must be mailed to us at 5010 F Street, Omaha, NE 68117, and must be postmarked within 30 days after the date that you signed this Agreement. This is the only way that you can reject this Arbitration Provision. Your rejection of this Arbitration Provision will not be deemed to be a rejection of this Arbitration Provision by any person or entity other than you. If you does not reject this Arbitration Provision, it will be binding on you as of the date the Agreement was signed.

Appendix A

NOTICE OF CANCELLATION

DATE OF TRANSACTION: **DATE**

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Burton Plumbing Services, LLC, at 5010 F Street, Omaha, NE 68117 NOT LATER THAN MIDNIGHT OF **DATE**.

I HEREBY CANCEL THIS TRANSACTION:

Date: _____

Buyer's Signature: _____

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Date: _____

Buyer's Signature: _____