

The 4 Plans that We Offer Are

1) Heating Maintenance Plan

This plan includes an annual cleaning and tune-up of your furnace and air-handler. It does not include the cost of parts for any repairs required.

2) Cooling Maintenance Plan

This plan includes an annual cleaning and tune-up of your air conditioner and air-handler. It does not include the cost of parts for any repairs required.

3) Heating Protection Plan

This plan includes the diagnosis and replacement of parts required to fix your heating system when it breaks. This plan includes labour and parts costs. This plan does include maintenance, and does not cover the primary and secondary heat exchanger.

4) Cooling Protection Plan

This plan includes the diagnosis and replacement of parts required to fix your cooling system when it breaks. This plan includes labour and parts costs. This plan does include maintenance, and does not cover the cost of nitrogen, evacuation, and refrigeration coolants (the prices of which fluctuate, please contact us for more information)

**** Coverage in all of the above plans is subject to the Terms and Conditions listed below.***

Heating Maintenance and/or Protection Plan

Heating Maintenance Plan

If you have enrolled in the heating maintenance plan, we will send a technician to your residence for an annual visit to inspect one Heating Unit or natural gas fireplace. During that annual visit, we will do a safety test for carbon monoxide, if applicable.

You can book this annual appointment at any time. However, we recommend booking this visit before Fall, so that you can ensure that your heating unit is operating effectively during the Fall and Winter months.

During your annual visit our technician will:

<ul style="list-style-type: none">• Check Operating Pressures• Check Temperatures Across Air Handler• Check/Adjust Fan Belt• Check Operation of Condensation System• Inspect for Hazardous Debris in the Chimney Flue (if applicable)	<ul style="list-style-type: none">• Test the unit through full Operating Cycle• Safety test for Carbon Monoxide• Verify that the Heating Unit is Operating at the Manufacturer's Specifications
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Your Plan covers one Heating Unit. We will diagnose and repair, replace, or adjust specific parts within your Heating Unit and thermostat as our technician deems necessary, subject to the exclusions below

Equipment covered by your Plan

<ul style="list-style-type: none">• Blower/Blower Components• Condensate Pumps• Door Switch• Electric Ignition System• Fan Control• Fan Motor• Flame Spreader• Fuel or Air Flappers• Furnace Low Voltage Circuit Fuse• Gas Appliance Regulator• Gas Burner and Orifices• Gas Control Valve• Heating Circuit Transformer	<ul style="list-style-type: none">• Hot Surface Igniter• Ignition Runner Bar• Pilot Burner• Pilot Tubing• Pressure Relief Valve• Pulley and Belt• Relay• Roll Out Switch• Summer/Winter Switch• Thermocouple/Generator• Vent System Pressure Switch/Tubing• Venter or Motor Assembly
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Equipment not covered by your Plan

<ul style="list-style-type: none"> • Back Check Valves • Batteries for Feed Valves (Boiler) • Conversion Burners • Draining of the Heating System • External Drain Tubing (All Associated Parts) • External line/low Voltage Wiring • External Metal or Plastic Venting and all Associated Parts • Firebox/Combustion Chamber 	<ul style="list-style-type: none"> • Furnace Filters • Heat Exchanger (Including Flushing of Heat Exchanger) • Heating Coil (Air Handler) • Heat Pumps • Heating Sections (Boiler) • Heating Unit Replacement • HRV/ERV Replaceable Filters • Low and High Water Cut-off Valves
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Your plan does not cover ancillary equipment, even if they form part of the overall heating system. Some examples include air conditioners, humidifiers, and air purifiers, and any equipment that is used to integrate such equipment into your heating system, or failures of your heating system resulting from such ancillary equipment.

Cooling Maintenance and/or Protection Plan

If you have enrolled in the cooling maintenance plan, we will send a technician to your residence for an annual visit to inspect one Cooling Unit.

You can book this annual appointment at any time. However, we recommend booking this visit in the Spring, once the outside temperature has reach 12 degrees Celsius. This ensures that we can complete all testing and ensure that your cooling unit is operating effectively during the Summer months.

Your Plan covers one Cooling Unit. We will diagnose and repair, replace, or adjust specific parts within your Cooling Unit and thermostat as our technician deems necessary, subject to the exclusions below.

Equipment covered by your Plan

<ul style="list-style-type: none"> • Add-on Fan Centres • Add-on Indoor Fan Relay • Capacitor • Compressor* • Condensate Pumps • Condenser Coil* • Condenser Fan Motor • Cooling Contactor/Relay • Evaporator Coil 	<ul style="list-style-type: none"> • Fan Blade • Filter Driers • Internal Copper Tubing • Internal Electrical Wiring • Low Ambient Temperature Sensor • Service Valves • Shredder Valves • Thermostatic Expansion Valves
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Equipment not covered by your Plan

<ul style="list-style-type: none"> • Cost of Refrigerant Recovery, Vacuuming and Refill • Cost to Diagnose and Isolate any defective parts for pressure testing if they have caused a refrigerant leak 	<ul style="list-style-type: none"> • Heat Pump • Environmental charges for the recovery of refrigerant
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Your Plan Does Not Cover

Your plan does not cover ancillary equipment, even if they form part of the overall cooling system. Some examples include furnaces, humidifiers, and air purifiers, and any equipment that is used to integrate such equipment into your cooling system, or failures of your cooling system resulting from such ancillary equipment.

Heating/Cooling Maintenance and Protection Plans – Terms and Conditions

This document is an agreement between Dynova Property Maintenance Inc. O/A ServicePlus Heating and Cooling (hereafter “we” or “us”) and you. It explains how your coverage will apply under your Heating and/or Cooling Maintenance and Protection Plan (your “Plan”). If you have any questions about your Plan, or how your coverage will apply in specific situations, please feel free to contact us at A.Deschamps@ServicePlusHeatingCooling.ca or (613) 804.2070

1. WHEN DOES YOUR PLAN BEGIN?

Your Plan coverage begins 10 days after you sign this Plan (your “Coverage Date”) for a period of one year, except as renewed or terminated in accordance with this Plan.

2. HOW DOES YOUR PLAN RENEW?

To ensure that you are continually protected, we will automatically renew your plan on the anniversary of your Coverage Date. If you do not want us to automatically renew your Plan, you must contact us before the anniversary of your Coverage Date by phone or email at A.Deschamps@ServicePlusHeatingCooling.ca or (613) 804.2070. If we will not be renewing your plan, we will give you notice before the anniversary of your Coverage Date.

3. WHAT DOES YOUR PLAN COVER?

Single family residences (houses, townhouses, condominiums, apartments, or modular homes with permanent foundations)

4. YOUR PLAN DOES NOT COVER

4.1. Commercial properties or residences that are used as a business

4.2. Common or shared areas in a building with multiple units (i.e. the hallways or common areas of your condominium building)

4.3. Multiple pieces of the same equipment or system. Plan coverage is limited to the first piece of equipment where there are duplicate pieces of that equipment.

5. PLAN CANCELLATION

We may cancel or discontinue your Plan at any time. If we cancel your plan our obligations to you under this Plan will be limited to the following:

5.1. We will issue you a refund of your plan on a pro rata basis (i.e. if you are 6 months from the anniversary of your Coverage Date then we will refund 6 months' worth of payments)

5.2. We will complete any repairs and install any parts covered under your Plan for which you have notified us prior to the date of cancellation.

If you cancel your plan our obligations to you under this Plan will be limited to the following:

5.3. We will complete any repairs and install any parts covered under your Plan for which you have notified us prior to the date of cancellation.

5.4. We will issue you a refund of your plan on a pro rata basis from the last anniversary of your Coverage Date if we have not completed any service, maintenance, cleaning, tune-up, or replacement of your heating or cooling system since the last anniversary of your Coverage Date.

You can contact us to cancel your Plan by phone or email at A.Deschamps@ServicePlusHeatingCooling.ca or (613) 804.2070

6. IF YOU MOVE RESIDENCES

You can either:

6.1. Transfer your plan to your new residence, provided that your new residence is within our service area and you give us 30 days' notice before your move. Contact us for additional information about our service area if you are planning to move.

6.2. Cancel your plan, in which case you will be issued a refund in accordance with Section 5, above.

7. PAYING FOR YOUR PLAN

The Plan may be paid in lump sum or by way of installments. If you pay by installments you will pay the charges at the dates listed in your initial agreement or renewal agreement.

Applicable taxes (including HST) will be added to each installment when billed. We accept payment by credit card. By signing this Plan, you agree to allow us to withdraw your monthly service fee from your credit card until you cancel your plan or we cancel your plan in accordance with Section 5, above.

Amounts are payable by the due date shown on your bill. A late payment charge will apply to all overdue amounts on your bill, including applicable taxes, at a rate of 1.5% per month or 18% per year (for an effective rate of 19.56%)

8. REFUND POLICY

8.1. So long as we have not completed any service, you may cancel your Plan within the first 10 days after your Coverage Date for a full refund.

8.2. If our technician determines that your equipment is not eligible for plan coverage, then so long as we have not completed any service we will refund up to 2 years of prior payments.

8.3. For the purposes of this Section 9 “service” includes any maintenance, cleaning, tune-up, or replacement by us or our technicians of any part of your heating or cooling system.

9. CHANGES TO TERMS AND CONDITIONS

If we choose to modify the terms and conditions of your plan, we will give you notice of those changes at least 30 days before the anniversary of your Coverage Date. Any modifications will be effective as of the next anniversary of your Coverage Date.

10. DIAGNOSIS, LIABILITY AND WARRANTY

Diagnosis – We will diagnose and repair equipment in accordance with the terms and conditions in this Plan as long as the equipment is:

- 10.1. Located within the boundaries of the permanent foundation of your residence (except for a central air conditioning unit);
- 10.2. Properly installed and in proper working order on the Coverage Date;
- 10.3. Safely and readily accessible for diagnosis and repair by the authorized technician; and
- 10.4. Located in a safe and sanitary environment that will not endanger our technician.

Our sole liability is to diagnose and correct the problem with your heating or cooling system and to provide replacement parts as necessary.

We are not liable for:

- 10.5. Damage or loss resulting from misdiagnosis or delays in diagnosis or repair;
- 10.6. Indirect or consequential economic damages
- 10.7. Damage to any person or property arising from defects that are covered by a manufacturer’s warranty, distributor’s recall, in-home warranty, program of reimbursement.
- 10.8. Pre-existing defects or deficiencies that existed prior to enrollment
- 10.9. Any parts or labour that were not installed by our technicians.
- 10.10. Parts that are out of stock and not available on the market at a commercially reasonable cost. If a part is no longer available or we cannot repair your equipment, we will terminate your plan and issue you a refund in accordance with Section 5, above.

Warranty

We stand behind our technicians’ work, but make no representations or warranties as to the quality or suitability of the parts that we install. The manufacturer of those parts may have a warranty period, in

which case we can put you in touch with the manufacturer so that you can seek redress from them directly.

11. EXCLUSIONS

The following types of equipment and issues are excluded from your Plan:

- 11.1.**Equipment used for commercial purposes
- 11.2.**Design faults in equipment recalled by a manufacturer
- 11.3.**Damage from abuse, failure to reasonably adhere to the manufacturer's maintenance and care instructions, tampering, physical damage, chemical or sedimentary build-up, rust, corrosion, mould, mildew, loss ,theft, weather damage, fire, acts of god, or other damage not considered normal wear and tear
- 11.4.**Boiler system drainage and refilling
- 11.5.**Flushing the heat exchanger or other cleaning required due to poor past maintenance
- 11.6.**Certain types, brands, or models of equipment. If you change equipment during the Plan period and your equipment is no longer compatible with our services, we will issue a refund in accordance with Section 5, above.
- 11.7.**Redecoration or restoration required for wall coverings or drywall, or any other physical structure that was damaged as a result of work preformed under the Plan.
- 11.8.**Any parts or components that are not specifically listed in this Plan.
- 11.9.**Computerized control devices such as those used in "Smart Homes"
- 11.10.**Any costs associated with building permits or zoning requirements or violations: you are responsible for ensuring that you have the correct permits to own and operate your equipment in accordance with all applicable laws.
- 11.11.**Any service that would expose our technicians to hazardous or toxic materials, including, but not limited to, asbestos and lead.

Your Plan does not cover the following equipment:

- 11.12.**Ductless wall units
- 11.13.**High velocity units
- 11.14.**Natural gas powered cooling units
- 11.15.**Wall cooling units
- 11.16.**Water cooled cooling units
- 11.17.**Equipment serving more than three dwelling units
- 11.18.**Any equipment that our technician cannot reasonably access: including but not limited to situations such as when your equipment is located in an attic or crawl space that our technician cannot readily or safely access. If our technician deems your equipment unsafe

to access or not readily accessible, we will terminate your Plan in accordance with Section 5, above.

11.19. Smart thermostats or batteries for thermostats. If we determine that it is necessary to replace a thermostat, we will provide a replacement make or model of our choice.

12. PRIVACY

We collect personal information about you in order to provide you with services under this Plan. We will never sell your information to 3rd parties. We will never share your information with 3rd parties except to service providers, credit companies, or other parties who are necessary for us to carry out the services that we provide to you under this Plan.

By signing this Plan, you consent to:

- i. us collecting, using, disclosing and maintaining your personal information pursuant to this Plan;
- ii. us using and disclosing your personal information when necessary to verify your identity when you contact us by email or telephone, or when we bill you, manage your account, give information to our technicians or other employees, or otherwise provide you with services under this Plan; and
- iii. if your account is past due, us providing your information to a debt collection agency in accordance with all applicable laws.

If you have any questions or concerns about your personal information and how we handle it, you can contact our office at 613-804-2070.

13. 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 2 years of payments made.

14. INTERPRETATION OF THIS AGREEMENT

Governing Law

This Plan is governed by and construed in accordance with the laws of Ontario and federal laws of Canada applicable therein.

Entire Agreement

This Plan, 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 therein.

Conflict

If there is a conflict or inconsistency between the information on the enrollment form and this Plan, this Plan takes priority to the extent of such conflict or inconsistency.

Assignment

We may assign any or all of our rights and obligations under this Plan or pledge the Plan 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 permission to do so.

Notice

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

Force Majeure

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

By signing this Plan, you acknowledge that you have read and agree to the above terms.

Date

Please Sign

Please Print Name