



SERVICE CONTRACT DECLARATION PAGE

Service Magic USA, Inc.
1601 Elm St. (Floor 33), Dallas, TX 75201

CUSTOMER NAME: _____

CONTACT INFORMATION: _____

COVERED RESIDENCE ADDRESS: _____

CONTRACT PERIOD: Start Date _____ End Date _____

CONTRACT PRICE: _____

COVERED ITEMS:	MAXIMUM TERM COVERAGE:
Interior Plumbing System	\$5,000
Exterior Plumbing System	\$10,000
Interior Electrical System	\$2,000
Exterior Electrical System	\$2,000
Gas Line	\$2,500
Heating System	\$2,000
Cooling System	\$2,500

In return for payment and subject to all written terms, we agree to provide You with service as stated under this contract. We provide coverage only for those items described and for which a maximum term coverage is shown.



SERVICE CONTRACT TERMS AND CONDITIONS

FOR IMMEDIATE SERVICE CALL (888)-706-8006

Congratulations on Your purchase of this Home Protection Service Contract (“**Service Contract**”, “**Contract**”, “**Service Agreement**”). We appreciate Your business and hope You enjoy the benefits and protection this Service Agreement provides. The enclosed Declaration Page is an integral part of Your Service Contract, and along with these Terms and Conditions, constitutes Your entire Home Protection Service Agreement. Please retain these documents as a valuable reference that will help You determine what is covered by this Contract.

KEY TERMS

The following capitalized words will have the stated meaning throughout this Service Contract:

- “**SMUSA**”, “**Provider**”, “**We**”, “**Us**” or “**Our**” – The entity obligated to provide and administer the service under this Service Agreement, Service Magic USA, Inc. 1601 Elm St. (Floor 33), Dallas, TX 75201.
- “**Declaration Page**” – The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Property and other vital information.
- “**Price**” – The amount You agree to pay for this Service Agreement, as listed on Your Declaration Page.
- “**Residence**” – A single structure, including a condominium, townhouse or villa, owned by You, used and zoned for residential occupancy, that is permanently secured to the ground.
- “**Property**” – The land on which the Residence is located.
- “**Service Contract**”, “**Contract**”, “**Service Agreement**” – The documents that constitute all Your rights and responsibilities as a Service Agreement holder. These consist of the Terms And Conditions and the Declaration Page.
- “**Service Call**” – A visit to Your Property by one of SMUSA’s approved local technicians, where work is performed to diagnose and complete a single covered repair, or where it is determined that the repair is not covered.
- “**Term**” – The twelve (12) consecutive months between the Start Date and End Date listed on the Declaration Page.
- “**Unit**” – A self-contained space that includes, at minimum, a living area, kitchen and bathroom within Your Residence.
- “**Waiting Period**” – The period of time starting on the Contract purchase date, through thirty (30) days thereafter, during which no Service Calls are considered for coverage under this Contract.
- “**You**” or “**Your**” – The purchaser of this Service Agreement who is the Service Agreement customer as listed on the Declaration Page.



LENGTH OF SERVICE AGREEMENT

The Service Agreement begins on the Start Date listed on Your Declaration Page and will continue for twelve (12) months (“Term”), unless the Agreement is cancelled by You or SMUSA. See “Cancellation/Refund” below. Upon the signing of this Agreement, there is an initial Waiting Period of thirty (30) days. Within the Waiting Period, You will not be able to request a Service Call, giving You eleven (11) months of coverage during the first year. There is no coverage for pre-existing conditions or any breakdown or failure that occurs within the first thirty (30) days of a new contract. The Waiting Period is not applicable if this Agreement is renewed.

ELIGIBLE PROPERTY TYPES

An eligible property under the Service Agreement is a single structure owned by You, which is used and zoned for residential occupancy (“Residence”). The property must also be permanently secured to the ground and must sit on land which is also owned by You (“Property”). Any recreational vehicle or other type of home on wheels that is intended to be moved and/or property used for commercial purposes are not eligible. If You own a Residence that has multiple Units, You must purchase a Service Agreement for each individual Unit. Coverage will not extend to any Unit which does not have its own Service Agreement.

PREEXISTING CONDITIONS

If You are aware of any pre-existing conditions, defects or deficiencies with Your Property prior to the Start Date of Your first Term, Your Property is not eligible for this coverage. If it is discovered that You were aware of any preexisting conditions on Your property which you did not disclose to SMUSA prior to coverage, SMUSA has the right to cancel this Agreement, in its entirety, immediately.

HOW TO CALL FOR REPAIRS

If a repair is required, You must promptly call SMUSA and a service representative will assist You in the diagnosis of Your issue. Once the issue is diagnosed, a service representative will assist in the scheduling of a visit from one of SMUSA’s approved local technicians. You will not be reimbursed for any work done by technicians who are not authorized by SMUSA. You must provide Technicians with safe and clear access to the work areas as well as safe working conditions at and around the work area. There is no Service Call fee for covered repairs. There is a limit of **three (3)** Service Calls per Term for each covered system listed on the Declaration Page. Under normal circumstances, covered repairs will be initiated within 24 hours of a request for service.



COVERED REPAIRS

All Covered repairs under this Service Agreement are guaranteed against defects in materials and workmanship for one (1) year following completion of the repair. If a qualified defect is found, We will arrange at Our expense and discretion for repair or replacement. SMUSA disclaims any and all statutory or common law warranties (whether express or implied) other than Our covered repair guarantee and any implied warranties that cannot be excluded under applicable law.

RECEIVING DOCUMENTS ELECTRONICALLY

Your Service Agreement and all related documents will be delivered to You electronically at the email address listed on Your Declaration Page (“Email Address”). Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling SMUSA or by updating Your preferences in Your profile on SMUSA’s website. You may also call SMUSA to update Your Email Address or to receive a paper copy of Your Service Agreement at any time.

RENEWAL

If payment for this Service Agreement is made by credit card, debit card or by direct debit, this Agreement will automatically renew at the end of the Term for another twelve (12) month term. If payment is made by check, credit card, or debit card and You have requested that the Agreement is not automatically renewed, You must contact SMUSA to renew this Service Agreement prior to the end of the Term to ensure continuous coverage. Your claims history will be considered to determine the price for Your next Service Agreement term. Any changes made to coverage price will be preapproved by the Texas Real Estate Commission. We reserve the right to refuse to renew Your Service Agreement upon the end of Your Term. A Waiting Period is not applicable to the renewal of this Agreement.



INTERIOR PLUMBING SYSTEM

WHAT IS COVERED

SMUSA will arrange and pay for the repair or replacement of the Interior Plumbing System due to normal wear and tear of a leaking, partially or permanently blocked System. To be eligible for repair, You must have sole responsibility of the System that supports Your Residence. You must call SMUSA to arrange for service in order for repairs to be covered. See “How to Call for Repairs”. An Interior Plumbing System includes all of the water service and drainage pipes within the interior limits of Your Residence. The maximum benefit limit is up to **\$5,000** in cumulative coverage per Term. Any repair or replacement charges beyond Your Service Call benefit limit are Your responsibility.

WHAT IS NOT COVERED

We will not be responsible for any of the following:

1. Any Service Calls made within the thirty (30) day Waiting Period;
 2. Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or (b) unusual circumstances, including a natural disaster or an act of God. An example of this is the failure to heat Your Residence, which causes Your pipes to freeze;
 3. Consequential, incidental, or punitive damages arising from repair work or as a result of a covered repair. An example includes damage necessary to reasonably access the repair area;
 4. Any correction or upgrade of Your existing Interior Plumbing and Drainage System, not directly related to the necessary covered repair, in order to meet any code, law, regulation or ordinance;
 5. Repairs to any section of Your Interior Plumbing and Drainage System that You share with any third party or is covered by a homeowner’s associations including condominiums and communities;
 6. The repair or replacement of any basement or storm drain;
 7. Appliances; Any fittings or fixtures, for example water tanks, water heaters, radiators, bathroom fittings, faucets, toilets, baths, shower pans, shower/bath diverters and sinks, pressure reducing valves and backflow prevention devices, pumps or grinders;
 8. Thawing of frozen pipes.
-



EXTERIOR PLUMBING SYSTEM

WHAT IS COVERED

SMUSA will arrange and pay for the repair or replacement of the Exterior Plumbing System due to normal wear and tear of a leaking, low pressure, or permanently blocked System. To be eligible, You must have sole responsibility of the System and it must support Your Residence. You must call SMUSA to arrange for service in order for repairs to be covered. See "How to Call for Repairs". An Exterior Plumbing System is defined as the line that supplies fresh water to Your Residence from Your utility's responsibility or external wall of Your well casing to the water meter or main shut-off valve inside Your Residence. Any part of Your Exterior Plumbing System beyond these linear limits will not be covered. Low pressure is defined as less than 30 pounds per square inch with two (2) or fewer fixtures open. The maximum benefit limit is up to **\$10,000** in cumulative coverage per Term.

Basic Restoration is included in the benefit limit. Basic Restoration is limited to an area that has been disturbed by the repair, is outside of the residence, and is under the sole responsibility of the homeowner. Basic Restoration is also limited to the reinstallation of any soft landscaping that was existing prior to the repair. Soft landscaping is hereby defined as soil, grass, shrubbery not exceeding five (5) gallons in size, paved surfaces, and trees not exceeding six (6) feet in height. There is no guarantee for the survival of any living materials disturbed by the repair. If the repair to your Exterior Water Line requires concrete cutting, the resulting trench will be patches with gravel and covered with concrete, cement, or asphalt, as appropriate.

WHAT IS NOT COVERED

We will not be responsible for any of the following:

1. Any Service Calls made during the thirty (30) day Waiting Period;
2. Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or (b) unusual circumstances, including a natural disaster, or an act of God;
3. Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair. For example, damages necessary to reasonably access the repair area;
4. Any correction or upgrade of Your existing Exterior Plumbing System, not directly related to the necessary covered repair, in order to meet any code, law, regulation or ordinance;
5. Repairs to any section of Your Exterior Plumbing System that You share with any third party or is covered by a homeowner's association, including condominium or community associations;
6. Repairs to any line that branches off the main line, including lines for sprinklers, pools, hot tubs, and/or other outdoor systems;
7. Thawing of frozen pipes.
8. Restoration to an entire paved surface in order to match color or texture;
9. Any restoration not expressly stated to be covered. See "What is Covered" above.



INTERIOR ELECTRICAL SYSTEM

WHAT IS COVERED

SMUSA will arrange and pay for the repair or replacement of the failing Interior Electrical System so long as it is due to normal wear and tear of the System. To be eligible, You must have sole responsibility over the System and it must support Your Residence. You must call SMUSA to arrange for service in order for repairs to be covered. See “How to Call for Repairs”. An Interior Electrical System is defined as the high voltage wiring that services the interior limits of Your Residence, from and including the breaker panel or fuse box, up to and including switches and outlets. The maximum benefit limit is up to \$2,000 in cumulative coverage per Term.

WHAT IS NOT COVERED

We will not be responsible for any of the following:

1. Any Service Calls made during the thirty (30) day Waiting Period;
2. Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or (b) unusual circumstances, including a natural disaster or an act of God;
3. Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair, including damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;
4. Any correction or upgrade of Your existing Interior Electrical System, not directly related to the necessary covered repair, in order to meet any code, law, regulation or ordinance;
5. Repairs to any section of Your Interior Electrical System that You share with any third party or is covered by a homeowner’s association, condominium or other association;
6. Resetting of circuit breakers or system controls; repairs consisting of knob and tube wiring, aluminum, or other non-standard/non-permanent materials; failure arising from the disconnection or interruption to the main electrical supply; replacement of light bulbs, light fixtures and fittings, fuses or plugs; appliances; appliance cords; non-standard wall switches; dimmers; remote control outlets; extension cords; service entrance conductors;
7. Repairs to any wiring that is connected to or part of any low voltage system, including but not limited to decorative fixtures, fish tanks, spas, satellite or cable TV systems, security alarms and systems, telephone wiring, smoke detectors, and garage door systems.



EXTERIOR ELECTRICAL SYSTEM

WHAT IS COVERED

SMUSA will arrange and pay for the repair or replacement of an overhead or underground exterior electrical line (“Exterior Electrical System”) for which You have sole responsibility and that supports Your Residence. The issue must be due to normal wear and tear of the following components: weather head, insulator, riser, meter base, and service entrance conductor, from Your utility’s responsibility to the external wall of Your Residence. You must call SMUSA to arrange for service in order for repairs to be covered. See “How to Call for Repairs”. Any component of Your Exterior Electrical System not specifically listed as covered will not be covered. The maximum benefit limit is up to \$2,000 in cumulative coverage per Term.

WHAT IS NOT COVERED

We will not be responsible for any of the following:

1. Any Service Calls made during the thirty (30) day Waiting Period;
 2. Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or (b) unusual circumstances, including a natural disaster, or an act of God;
 3. Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair such as damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;
 4. Any correction or upgrade of Your existing Exterior Electrical System, not directly related to the necessary covered repair, in order to meet any code, law, regulation or ordinance;
 5. Repairs to any section of Your Exterior Electrical System that You share with any third party or is covered by a homeowners’, condominium or like association;
 6. Repairs to damage arising from the disconnection or interruption to the main electrical supply; transformers; repair of low voltage wiring; generators; non-utility supplied power and/or lines, including, but not limited to, windmills, solar, and generators.
-



GAS LINE

WHAT IS COVERED

SMUSA will arrange and pay for the repair or replacement of the leaking or broken Gas Line, for which You have sole responsibility and which supports Your Residence. The issue must be due to normal wear and tear of the use of the Gas Line. You must call SMUSA to arrange for service in order for repairs to be covered. See “How to Call for Repairs”. A Gas Line is defined as the line from the meter or propane tank outlet connection up to and including the connectors to each natural gas/propane appliance on Your Property, whether inside or outside Your Residence, up to and including the appliance connectors on the extension gas lines that exit Your Residence. The maximum benefit limit is up to \$2,500 in cumulative coverage per Term.

WHAT IS NOT COVERED

We will not be responsible for any of the following:

1. Any Service Calls made during the thirty (30) day Waiting Period;
 2. Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than SMUSA or (b) unusual circumstances, including a natural disaster, or an act of God;
 3. Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair, such as damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;
 4. Any correction or upgrade of Your existing Gas Line, not directly related to the necessary covered repair, in order to meet any code, law, regulation or ordinance;
 5. Repairs to any section of Your Gas Line that You share with any third party or is covered by a homeowners', condominium or like association;
 6. Movement or replacement of the meter, unless required by local code and it is directly related and necessary to complete a covered repair;
 7. Appliances and fixtures, including fireplaces, fire logs, fire pits;
 8. Private gas wells or lines not supplied by a utility;
 9. Gas pressure regulating devices.
-



HEATING SYSTEM

WHAT IS COVERED

SMUSA will arrange and pay for the repair of the natural gas, propane, or electric forced-air or circulating hot water central heating system (“Heating System”). The issue must be due to normal wear and tear of the following components of the Heating System for which You have sole responsibility and which supports Your Residence: Air scoops, aquastat, barometric damper, belts and pulleys, blower motors and assembly, circuit boards, circulators, ECO safeties, fan and limit controls, fusible links, gas valves, ignition controls, induced draft motor, blower, low water cutoff, main and pilot burners, pilots and thermocouples, pressure switch, regulator valves, relays, spill switches, transformers. Any component of Your Heating System not specifically listed as covered will not be covered. You must call SMUSA to arrange for service in order for repairs to be covered. See “How to Call for Repairs”. The maximum benefit limit is up to **\$2,000** in cumulative coverage per Term.

If despite Our reasonable efforts, Your Heating System cannot be repaired due to obsolete or commercially unavailable parts or Your Heating System is deemed beyond repair by SMUSA, We agree to provide You with a prorated refund, less any claims paid by SMUSA.

WHAT IS NOT COVERED

We will not be responsible for any of the following:

1. Any Service Calls made during the thirty (30) day Waiting Period;
2. Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or (b) unusual circumstances, including a natural disaster, or an act of God;
3. Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair, such as, damages necessary to reasonably access the repair area;
4. Any correction or upgrade of Your existing Heating System, not directly related to the necessary covered repair, in order to meet any code, law, regulation or ordinance;
5. Air ducts, registers, air filters, zoning components and electronics, electronic air cleaners, flue venting, humidifiers, thermostats, air balancing, chimney maintenance or repairs, heating jacket, asbestos or other insulation;
6. Heat exchangers, leaking boilers, boiler distribution piping, radiators.



COOLING SYSTEM

WHAT IS COVERED

SMUSA will arrange and pay for the repair of the electric central air conditioning system (“Cooling System”) due to normal wear and tear. To be eligible, You must have sole responsibility of the System and it must support the Residence. The following items are covered: Capacitors; circuit boards and internal fuses or breakers; condensate pumps; condenser motor and fan; contactor switches; delay timer; fan controls and relays; filter dryer; high and low pressure switches; limit controls; up to 1 pound of refrigerant (excluding maintenance recharges which are not covered); relays; transformers and valves. Any component of Your Cooling System not specifically listed as covered will not be covered. You must call SMUSA to arrange for service in order for repairs to be covered. See “How to Call for Repairs” below. The maximum benefit limit is up to **\$2,000** in cumulative coverage per Term.

If, despite Our reasonable efforts, Your Cooling System cannot be repaired due to obsolete or commercially unavailable parts or is deemed beyond repair by SMUSA, We agree to provide You with a prorated refund, less any claims paid by SMUSA.

WHAT IS NOT COVERED

We will not be responsible for any of the following:

1. Any Service Calls made during the thirty (30) day Waiting Period;
2. Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or (b) unusual circumstances, including a natural disaster, or an act of God;
3. Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair, such as, damages necessary to reasonably access the repair area;
4. Any correction or upgrade of Your existing Cooling System, not directly related to the necessary covered repair, in order to meet any code, law, regulation or ordinance;
5. Air ducts, a/c coils, registers, grills, asbestos coverings, balancing of system, wiring and parts external to the unit, compressors or chillers, condenser casings, condenser coils, evaporator coils, or metering systems/TXV valves, thermostats or thermostat wiring.



CANCELLATION / REFUND

This Agreement may be cancelled at any time online or by calling SMUSA. If this Agreement is cancelled within thirty (30) days of the Start Date, a full refund will be issued. If this Agreement is cancelled more than thirty (30) days after the Start Date, the cancellation will be effective at the end of the then current billing month and You will be entitled to a prorated refund less any claims paid by SMUSA, if applicable.

This Agreement may be cancelled if Your local utility company or municipality provides similar coverage to You at no charge. You must contact SMUSA to cancel this Agreement and You will receive a refund of the payments You have made less any claims paid by SMUSA. Proof of similar coverage from your utility company or municipality may be required for the cancellation to be effective. If it is confirmed that such utility or municipality coverage exists or if You are otherwise ineligible for the coverage provided by this Service Agreement, SMUSA may cancel this Agreement with no less than fifteen (15) days written notice to You. At that point, SMUSA will refund the payments You have made less any claims paid.

This Agreement may also be cancelled by SMUSA, with no less than fifteen (15) days written notice to You for: (a) non-payment of Service Contract fee; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it, or (c) substantial material breach of duties under this Agreement by You in relation to a covered item or its use.

If this Service Agreement is cancelled by SMUSA, We will provide written notice under this section which will inform You the reason for and effective date of the cancellation. The notice periods referred to in this section begin when We send the notice to You.

PRIVACY POLICY

Any information You provide SMUSA will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by SMUSA or its group of companies, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on SMUSA's behalf. SMUSA or its group of companies and their selected partners may also use Your data to keep You informed by mail, telephone or email of any products or services which they consider may be of interest to You. For further details on how SMUSA uses Your information, please see their Privacy Policy at <https://www.ServiceMagicUSA.com/privacy-policy>. Should You have any questions or concerns about SMUSA's Privacy Policy or how they are using Your information or to update Your privacy preferences, please contact SMUSA.

ASSIGNMENT / AMENDMENT



SMUSA reserves the right to change this Service Agreement upon renewal, including the price of the Service Agreement or to charge an additional fee for Service, provided SMUSA has received prior approval from the Texas Real Estate Commission and provides You with written notice of the changes at least thirty (30) days preceding the date of renewal. SMUSA can also delegate any of Our obligations under this Agreement at Our sole discretion, provided We provide You with written notice of the changes at least thirty (30) days preceding the date of renewal. The changes will become effective upon renewal of this Service Agreement. If You are not satisfied with the changes made, You may cancel this Service Agreement, so long as it You follow the guidelines for cancellation. (See "Cancellation" above). You may not change or otherwise alter or amend this Service Agreement or delegate any of Your obligations under the Agreement. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid.

TRANSFERABILITY

Coverage under this Service Agreement is not transferable by You to any other property or item. Coverage remains throughout the duration of the Term for the Property listed on this Service Contract's Declaration Page regardless of change in the Property's ownership.

RESPONSIBILITY FOR BENEFITS OWED TO YOU

This Service Agreement is not an insurance policy. If you have any questions or concerns in regards to this Agreement, please contact SMUSA. SMUSA's obligations under this Service Agreement are not insured under a service contract reimbursement insurance policy. SMUSA maintains a substantial financial reserve at all times against its outstanding Service Contract liability.

OUR LIABILITY

To the extent permitted by applicable law, You agree that (1) SMUSA, our parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents and contractors shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per covered repair benefit limit set out above; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Service Agreement, and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

DISPUTE RESOLUTION



YOU and SMUSA BOTH AGREE TO RESOLVE ALL DISPUTES BY FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT.

- A.** For claims of \$10,000 or less, the party bringing the claim can choose to proceed by way of final and binding arbitration or, in the alternative, by filing an individual action in small claims court.
- B.** Any dispute that in any way relates or arises out of this Service Agreement or any other agreement or service between the Parties, except for small claims matters that qualify, will be resolved by final and binding arbitration by one or more arbitrators before the American Arbitration Association (“AAA”), or another arbitration administrator mutually agreed upon by the Parties. Arbitration will apply not only to the claims against SMUSA but also claims against its officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns. Arbitration and this paragraph shall apply to claims that arose at any time, including claims arising before this paragraph became binding on the parties. The federal arbitration act (9 U.S.C. §§ 1 et seq.) and not any state law applies to this agreement.
- C. WAIVER OF RIGHT TO CLASS ACTION.** By signing this Agreement, You agree that You may not serve as a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to any claim. Notwithstanding any other provision of this Service Agreement, the arbitrator shall not have the power to determine that class arbitration is permissible. The arbitrator also shall not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator shall have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. No class or representative or private attorney general theories of liability or prayers for relief may be maintained in any arbitration held under this Service Agreement.
- D.** SMUSA will pay any filing fee, administration, service or case management fee, and arbitrator fee that the AAA charges You for arbitration of the dispute, up to a maximum of \$1,500; provided, however, that the arbitrator may award costs and expenses to any party, if allowed by law. If You provide us with signed written notice that You cannot pay the filing fee, SMUSA will pay the fee directly to the AAA.
- E.** If for some reason the prohibition on class arbitrations set forth in Subsection C cannot be enforced, then the agreement to arbitrate will not apply.
- F. WAIVER OF JURY TRIAL.** You and SMUSA unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Service Agreement or from any other agreement between us, or the services or benefits You receive or claim to be owed from SMUSA, including as to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of SMUSA.

ENTIRE AGREEMENT



This Service Agreement, including the terms, conditions, limitations, exceptions and exclusions, and Your Declaration Page constitute the entire agreement between You and SMUSA. No representation, promise or condition not contained herein shall modify these items, except as required by law.

TEXAS ONLY

This contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission (Company License #190). Complaints about this contract or company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3049. The purchase of a residential service contract or home warranty contract is optional and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas.

NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.

FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.