

# Enhanced Handyman Service

## GENERAL CONDITIONS FOR ENHANCED HANDYMAN SERVICE

### INTEGRAL GROUP SOLUTION AGREEMENT ("AGREEMENT")

**Member Name ("MEMBER"):**

**Member Address:**

**Monthly Cost: \$9.99**

**Effective Date:**

#### 1. DEFINITIONS

- 1.1. AGREEMENT TERM:** Period during which the MEMBER has the right to SERVICES under this AGREEMENT, which shall be continuous until cancelled by you or us, on a month-to-month basis from the EFFECTIVE DATE.
- 1.2. COORDINATE/COORDINATION:** The administrative activity provided by IGS that requires arranging and synchronizing different activities and defining the most appropriate way to bring together the available resources to comply with the MEMBER's SERVICE REQUEST.
- 1.3. EFFECTIVE DATE:** The date your AGREEMENT is effective and you are eligible for SERVICES, which shall be the 1<sup>st</sup> calendar day of the month following receipt of your first payment.
- 1.4. IGS/We:** Integral Group Solution S.A; the entity with which the MEMBER enters the AGREEMENT and which is responsible for the COORDINATION of SERVICES identified under this AGREEMENT.
- 1.5. MEMBER/You:** The individual listed on this AGREEMENT who contracts for SERVICES. Note, people that fall into the first and second degree of consanguinity (spouse, parents, children, siblings, grandparents and grandchildren) who reside at the same address as the MEMBER at the time of the SERVICE REQUEST are included in the definition.
- 1.6. PROVIDER:** The company or natural person, which may be a third-party technician, employee, supplier, professional or operator of IGS, identified by IGS to assist the MEMBER in the provision and delivery of any SERVICE.
- 1.7. RESIDENCE:** A single-family home or apartment not to exceed 2 stories in height and/or 5,000 square feet of construction.
- 1.8. SERVICE REQUEST:** A MEMBER request for SERVICES that shall include IGS' COORDINATION of a PROVIDER and the development of a quote that shall include: 1) the labor cost required to complete the SERVICE, 2) the date(s) of SERVICE and 3) other information, including materials, necessary for completion.
- 1.9. SERVICE(S):** The specific assistance services identified in Section 3 provided to you. This shall only include the labor required to complete the SERVICES identified.

#### 2. COVERAGE

IGS will pay directly to the PROVIDER the reasonable cost of any covered SERVICE REQUEST from a MEMBER for the COORDINATION of SERVICES provided under this AGREEMENT. Any SERVICE provided is subject to all terms and conditions of this AGREEMENT, and all limitations, exclusions and conditions apply. Unless specifically stated otherwise in this AGREEMENT, the MEMBER will not be reimbursed by IGS.

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### 3. SERVICES

#### 3.1. Call An Expert Assistance

##### SERVICE(S) Provided

Our video chat Experts can help you with plumbing, electrical, appliance repair, HVAC, and handyman issues in real-time via telephone or video call with an Expert who can help provide a diagnosis for a breakdown or item that isn't working properly, walk you through a home maintenance project you aren't sure how to tackle, and answer your questions. Our Experts can help provide the information you need to get the issue repaired or the project completed.

##### Limit

Unlimited virtual calls/video calls

#### 3.2. Plumbing Service

##### SERVICE(S) Provided

The cost of labor needed to Plumbing Fixture Installation including fixtures like: sinks, faucets, & spigots showers & bathtubs toilet and leak repairs of the supply and/or sanitary facilities of the home.

##### Exclusions

Breakage of internal capping, couplings, clogging of floor siphons, toilets, sinks and dishwashers, broken sink or dishwasher siphon, as long as they are not caused by a lack of maintenance ; repair and/or replacement of faucets with all their accessories, rods, mixers, tanks, tanks, heaters together with couplings, hydropneumatic tanks, hydraulic pumps, radiators, air conditioners, washing machines, dryers and any connected domestic appliances connected to the water pipes and in general to any element other than the pipe that carries water out of the home; breakage of walls, floors and any masonry work to identify or find internal water losses; arrangement of channels, downspouts and galvanized pipes; uncovering of sewage pipes, due to poor waterproofing or protection of the roof or exterior walls of the property; damages derived from humidity or leaks; any type of repair to the company's local aqueduct and sewerage company; in cases where uncontrolled water leaks cannot be repaired due to the state of the pipes, the plumber will put a plug in to prevent the loss and the repair will be the responsibility of the Service Provider.

##### Limit

This SERVICE is subject to a maximum limit set as specifically set forth in the Section 10.

#### 3.3. Painting of Interior Walls

##### SERVICE(S) Provided

Painting of interior of interior walls at a RESIDENCE in which PROVIDER shall provide tools of usual and customary practice to complete the SERVICE REQUEST.

##### Exclusions

- Surface preparation or cleaning prior to the SERVICES being provided.
- The selection of color combinations.
- The exterior walls of an apartment.

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- The supplying of paint or other applications.
- The completion of SERVICES if, for any reason, due to inclement weather or natural conditions that prevent the safe and professional completion of the SERVICES contemplated under this AGREEMENT. The MEMBER and IGS shall use their best efforts to discuss a reasonable alternative to reschedule or resolve.
- The removal, repair, replacement or alteration of any item affixed to the walls, including, but not limited to electrical fixtures, decorations, paintings, pictures, ballasts, or other encumbrance that require removal to successfully deliver the SERVICES contemplated.

### Limit

- This SERVICE is subject to a maximum limit set as specifically set forth in the Section 10.

### **3.4. Installation of Curtains or Blinds**

#### SERVICE(S) Provided

The installation of curtains, blinds or other accessories pertaining to window or door coverings to help shield the RESIDENCE from natural elements or to increase privacy.

#### Exclusions

- Accessories, curtain rods, operating systems, materials, supports, blinds, anchors and fasteners shall be provided by MEMBER.
- The cleaning of surfaces or removal of any obstacles or encumbrances to properly install the curtains, blinds or other accessories.

### Limit

This SERVICE is subject to a maximum limit set as specifically set forth in the Section 10.

### **3.5. Gutter & Downspout De-clogging**

#### SERVICE(S) Provided

Gutter & downspout de-clogging includes the removal of excess debris and obstructions to ensure the free flow and removal of runoff water from the roof and other designated areas of a RESIDENCE. SERVICES may also include reasonable costs to attach/re-attach gutters & downspouts that impair the free removal of excess debris and obstructions, caulking of visible cracks or gaps that lead to the improper removal or runoff of water and painting to maintain consistency in the appearance of the gutter & downspout.

#### Exclusions

- Arrangement of channels, downspouts and galvanized pipes beyond basic attachment or re-attachment.
- Uncovering of sewage pipes due to poor waterproofing or protection of the roof or exterior walls of the property.
- Damages derived from dampness or leaks.
- The supplying of paint or other applications. PROVIDER shall provide tools, materials, and resources, of usual and customary practice, to complete the SERVICE REQUEST.
- The sourcing of materials beyond basic supplies to perform the SERVICES outlined.
- The repair of leaks due to poor waterproofing or protection of the roof or exterior walls of the property.

### Limit

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This SERVICE is subject to a maximum limit set as specifically set forth in the Section 10.

### 3.6. DIY Projects

#### SERVICE(S) Provided

DIY projects include fixture installation, mounting TVs & mirrors, wallpaper, faucet installations and installations of vinyl flooring.

#### Exclusions

- Service on walls that require preparation beforehand such as reinforcement of bases and / or foundations.
- Wiring/rewiring of fixtures or items to be installed.
- The supply of any materials, including anchors, television wall mounts, screws, supplies or other accessories (not provided or disclosed in the initial SERVICE REQUEST and agreed upon by IGS) necessary for the safe and proper installation of the fixture/device.
- Installations of inappropriate, dangerous or non-conventional sites identified at the time of the initial visit. This determination will be made at the sole discretion of PROVIDER or IGS.

#### Limit

This SERVICE is subject to a maximum limit set as specifically set forth in the Section 10.

### 3.7. Locksmith Service

#### SERVICE(S) Provided

Repair or replacement necessary to reestablish access to home through the main door and the proper closing of the home's main door.

#### Exclusions

Any door other than the main door of access to the home; opening of security or reinforced doors; security locks; repair and/or replacement of interior locks and interior doors, which prevent access to parts of the property inside; the opening, change, replacement or repair of locks on wardrobes change or repair of locks due to lack of maintenance; due to security issues, the Contract does not include the purchase of new locks for installation and their correct closing; change of combination to the lock if not indicated by the supplier sent and whenever it is mandatory for the proper closing of the address.

#### Limit

This SERVICE is subject to a maximum limit set as specifically set forth in the Section 10.

### 3.8. Exterior Glass Breakage Service

#### SERVICE(S) Provided

Repair or replacement of broken glass that is part of the exterior facades of the home or premises that faces the street and causes a safety risk to the home, its occupants, or third parties.

#### Exclusions

Mirrors of any kind; glass doors and sliding windows; safety windows; glass with designs (such as drawings, colored glass, or corrugated glass); glass that exceeds 4mm thickness; types of glass that, despite being part of the building structure, are not part of the exterior façade of the home or do not face the street; any breakage of face glass that is protected by balconies or by bars; or any breakage in façade glass due to vandalism, riots, public events, or natural phenomena.

#### Limit

This SERVICE is subject to a maximum limit set as specifically set forth in the Section 10.

#### 4. MEMBER'S OBLIGATIONS

MEMBER must comply with the following obligations or IGS may elect to not provide SERVICES contemplated under this AGREEMENT:

- Refrain from arranging, paying, requesting or coordinating any SERVICES contemplated under this AGREEMENT without first making a SERVICE REQUEST to IGS.
- Ensure a person at least eighteen (18) years old is present at all times when PROVIDER is present at the RESIDENCE.
- Be current on all monthly payments and not in arrears.
- Cooperate with all PROVIDERS and IGS to ensure access and availability to all areas and materials to perform the SERVICES contemplated under this AGREEMENT.
- Secure all preapprovals and compliance requirements, including permits, homeowner association restrictions/approvals and governmental requirements (e.g., municipality, county, state or other governmental authority) prior to the beginning of any SERVICE contemplated under this AGREEMENT.
- Agree to pay any costs, fees or expenses in the event the SERVICE REQUEST exceeds the limit of SERVICES authorized under this AGREEMENT, which shall be, at the direction of IGS, paid directly to the PROVIDER.

#### 5. REIMBURSEMENT

IGS will reimburse the MEMBER any amounts, subject to the limit identified in the SERVICES, incurred for any SERVICE REQUEST for which IGS cannot identify, deploy or source a PROVIDER. Expenses must first be incurred and receipts/invoices provided to IGS before reimbursement is provided.

#### 6. GENERAL EXCLUSIONS

This Contract only covers a single-family residence used primarily for residential purposes which does not exceed 2 stories in height and/or 5,000 square feet, including an apartment, condominium, townhouse, or manufactured home that is attached to a permanent foundation. In the case of an apartment, condominium, townhouse, or manufactured home which is established on shared property, this Contract only covers the specific property listed on the Declarations page and does not cover shared or common area items. Properties listed on a historical register, and any property used in whole or in part for business purposes such as, but not limited to, day care, group home, rest home, church, school or sorority/fraternity are not covered.

This Contract does not cover the service, repair, or replacement of any property covered by other insurance, warranties, or guarantees, including but not limited to, manufacturer's contractor's builder's, distributor's, home service agreement, or home warranty. This Contract will be secondary to any such insurance, warranties, or guarantees.

We are not responsible for incidental, consequential, special, and/or punitive damages and You agree to waive any and all claims for such damages, arising from, resulting from and/or related to the Breakdown of any Covered Property, including, but not limited to, food spoilage, loss of income, additional living expenses, and/or other property damage.

If We have reasonable grounds to suspect or have evidence that You have (or anyone acting for You) has made a fraudulent claim, then We may decline the claim and recover from You the cost of any claim already paid to You under this Contract and the cost of any investigation into such fraudulent claim under this Contract. We may also report You to the relevant authorities and share the details with other providers / industry bodies to prevent fraudulent claims.

This Contract does not cover Breakdowns which may result from causes other than normal wear and tear, such as without limitation:

- lack of routine maintenance and cleaning as specified and recommended by the manufacturer;
- rust and corrosion;
- sediment build up;
- abuse, misuse and/or neglect;

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- lightning strikes, power failure, power surge;
- missing components, parts or equipment;
- animal, pet and/or pest damage;
- fire; casualty; flood; smoke; earthquake; freeze damage; acts of God;
- manufacturer's improper design, use of improper materials and/or formulas, manufacturing process or any other manufacturing defect;
- accidental damage;
- structural damage and/or property damage;
- accidents; war; acts of terrorism; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property;
- any noise without a related Breakdown;
- mold, mildew, mycotoxins, fungus, bacteria, virus, condensation, wet or dry rot, regardless of the source, origin, or location;
- lack of capacity in the existing system or appliance, under/oversized systems in relation to the square footage for the area being heated or cooled;
- conditions of insufficient or excessive water pressure;
- conditions of inadequate wiring capacity, circuit overload, power failure and/or surge;

use of Covered Property in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the part or system will be damaged or require repairs

### 7. GENERAL TERMS AND LIMITATION OF LIABILITY

- IGS shall not be liable, nor assume any responsibility, for any SERVICE provided under this AGREEMENT by any PROVIDER, whether sourced by IGS or otherwise. In no case will IGS reimburse the expenses incurred, and in no event will IGS be responsible, for any damages, expenses, negligent repairs, commercial repairs, securing of permits or other governmental permissions to perform service, code violations or upgrades, injuries or any other financial obligations and/or liability that may flow from the provision of assistance SERVICES provided under this AGREEMENT.
- Any recourse for SERVICES provided by a PROVIDER shall be pursued separately and distinctly from IGS. If services are available under a separate program, such as a warranty, service contract or other benefit, this AGREEMENT and IGS' services are secondary.
- This AGREEMENT is non-transferrable without the express, written consent from IGS.
- This AGREEMENT is not insurance and is not required for the purchase of any good or service.
- The MEMBER agrees to resolve any and all disputes arising under this AGREEMENT through arbitration, and you surrender your right to go to court on any dispute arising under this AGREEMENT. To begin arbitration, either you or IGS must make a written demand to the other party for arbitration. The arbitration will take place in front of a single arbitrator and will be administered under the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect at the time of the filing of the dispute. Unless mutually agreed otherwise, the arbitration shall take place in the state and county where the MEMBER resides. Should arbitration not be viable, whether by court decree or other reason, MEMBER agrees to waive and forever surrender the right to a jury trial. If a lawsuit therefore arises, the matter shall be tried before a judge.
- Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.
- If IGS pays or renders service for a SERVICE, we may require MEMBER to assign us your rights of recovery against others. We will not pay or render service for a SERVICE if you impair these rights to recovery. Your rights to recover from others may not be waived. You will be made whole before we retain any amount we may recover.
- This AGREEMENT constitutes the entire agreement relating to your SERVICES under this AGREEMENT. This AGREEMENT confirms your eligibility to receive SERVICES under this AGREEMENT. No verbal or written representations by any

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PROVIDER or other third party, or any marketing materials outside of this AGREEMENT, shall be of any legal effect to this AGREEMENT.

- This AGREEMENT is only valid for RESIDENCES in the United States and its territories.

### 8. HOW TO REQUEST SERVICE

- MEMBER must call IGS at (833) 460-3330, available 24/7, for a SERVICE REQUEST to obtain SERVICES under this AGREEMENT.
- Once a SERVICE REQUEST has been made to IGS, the MEMBER will receive an authorization code from IGS, including any additional contact information and requests to deliver and COORDINATE SERVICES under this AGREEMENT.


### 9. CANCELLATION

- To cancel your AGREEMENT, call (833) 460-3330, and a cancellation refund will be timely processed on a pro rata calculation based on the amount you have paid for this Agreement and the time remaining in the AGREEMENT TERM. IGS may cancel your AGREEMENT at any time by providing at least thirty (30) days' notice. IGS may cancel your AGREEMENT without notice for nonpayment of premium, any material misrepresentation of any fact, condition or requirement under this AGREEMENT or for any other breach of this AGREEMENT.

### 10. PRICE INCREASE

- IGS may change the MONTHLY COST for this AGREEMENT at any time with thirty (30) days' prior written notice.

### 11. SERVICES MAXIMUM LIMIT

 <b>Premier Handman Service</b>		
Premier Handman Service	Number of labor hours	Maximum events per calendar year
Call An Expert Assistance		Unlimited
Plumbing Service	2	3
Painting of Interior Walls		
De-clogging of Internal Piping and Plumbing Fixtures		
Installation of Curtains or Blinds		
Gutter & Downspout De-clogging		
DIY Projects		
Locksmith Service		
Exterior Glass Breakage Service		
Drywall Installation		
Wall patching		