



## General Terms & Conditions of Maintenance and Protection Plan

**1.0 TERM OF PLAN** - Your coverage for protection and maintenance relates to the equipment ("Equipment") identified on page 1 of this Maintenance and Protection Plan Agreement (your "Plan"), begins 10 days after you have enrolled in the Plan (your "Coverage Date") and remains in effect for an initial period of one year ("Initial Term"), except as otherwise stated in this Maintenance and Protection Plan 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") for another year ("Renewal Term") unless you have given us notice at least 15 days 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. Notice can be given by using the information set out under the heading "Contact Us" below.

**Contact Us:** you may contact us for any notice, question or other matter required under your plan by telephone at 1-800-764-5138, by e-mail at [info@mysimplygreen.com](mailto:info@mysimplygreen.com) or by regular mail at: Simply Green Home Services Inc., 2225 Sheppard Ave E, Suite 800, Toronto, ON, M2J 5C2.

**3.0 PLAN COVERAGE** - Your Plan coverage applies only to the Equipment that is located in the single family residence indicated on page 1 of the Plan, 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 related 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 the Equipment that we service, repair or maintain under the Plan.

**4.0 SERVICES AND EQUIPMENT COVERED BY MAINTENANCE PLAN** - This plan is defined as one or more of Heating Maintenance Plan, Cooling Maintenance Plan and/or Water Heating Maintenance Plan. Maintenance plans provide yearly maintenance coverage for one of: a single heating unit, central air unit or water heating unit.

The Heating Maintenance Plan provides one **"Heating Maintenance Visit"** during the Plan term. The Heating Maintenance Visit is only for the heating unit covered by the Plan, and includes a carbon monoxide test for safety. Flushing the heat exchanger in the unit is not covered by the Plan.

The Cooling Maintenance Plan provides one **"Cooling Maintenance Visit"** during the Plan term. The Cooling Maintenance Visit is only for the cooling unit covered by the Plan. Costs associated with diagnosing and isolating components for pressure testing on any defective, or potentially defective, parts which may have caused a refrigerant leak are not covered by the Plan. Costs of refrigerant recovery, vacuuming and refill of the unit are also not covered by the Plan.

The Water Heating Maintenance Plan provides one **"Water Heating Maintenance Visit"** during the Plan term. The Water Heating Maintenance Visit is for the gas-powered tank or tankless water heater covered by the Plan, and includes a carbon monoxide test for safety. If the Plan is for a tankless water heater, the Plan includes a flushing of the unit. If the Plan is for a tank water heater, the Plan does not include inspecting and/or replacing the dip tube and/or anode rod or draining the tank from the drain valve. Hot water tanks do not require this to be done during regular maintenance.

The Heating Maintenance Plan covers one residential heating unit, the Cooling Maintenance Plan covers one residential air conditioning unit, and the Water Heating Maintenance Plan covers one residential water heating unit. A list of qualifying equipment can be found on our website: <https://www.mysimplygreen.com/>

**5.0 PLAN CANCELLATION** - We may discontinue or cancel your Plan in our sole discretion at any time on notice in writing to you. If we do so and your Plan was paid by lump sum, our liability will be restricted to issuing you a refund of your Plan on a pro rata basis for the unexpired portion of any Initial Term or Renewal Term under your Plan for which you have prepaid. 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 cancelled. 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 for any Initial Term or Renewal Term, 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 for the balance of any Initial Term or Renewal Term as applicable, except as otherwise stated in this Maintenance and Protection Plan Agreement. You can contact us to cancel your Plan using the information set out under the heading "Contact Us" above.

**6.0 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 and the equipment in your new residence is serviceable by us. Your Plan will be cancelled at your old residence and you will be billed out for the remaining installments owing for the Plan. If the Plan is able to be transferred to your new residence, those billed installments will then be applied as a credit on your first bill sent to you by us in relation to the new residence. A new Plan will be created for equipment located at your new residence, which will remain in effect for an initial period of one further year. If you wish to transfer your Plan due to a move, contact us using the information set out under the heading "Contact Us", above, at least 30 days before you move out of your old residence to ensure the successful transfer of your Plan(s) to your new residence. We may inspect the equipment at the new residence before activating the Plan at your new residence, and any existing deficiency in the equipment at the new residence is excluded from coverage under the Plan.
- 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 PAYING FOR YOUR PLAN** - The Plan may be paid in lump sum or by way of installments. If you elect to pay by installments, you agree to pay the charges at the intervals described in the welcome or renewal letter provided to you together with your Plan. Applicable taxes (including HST) will be added to each installment when billed. Your Plan charges may be included on your utility bill, or paid by way of pre-authorized payment. Amounts will be billed in advance of the period to which they apply and are payable by the due date shown on the 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%).

**8.0 OUR REFUND OBLIGATIONS -**

- **Cancellation within 10 days** – If you cancel your Plan within 10 days of its commencement and had no service completed under your Plan within that timeframe, we will issue a full refund for any payments made. If you have used the service provided under the Plan within the 10-day period following its commencement, your Plan will be cancelled and we will issue a refund for any payments made, subject to your being billed for the cost of the service rendered by us during such period and your paying such charges.

- Equipment not eligible for service – If one of our authorized technicians deems the Equipment under your Plan not eligible under the Plan's coverage and you have no prior service completed under your Plan, we will issue a refund to you up to a maximum of two years of payments made by you under the Plan. If you have had service under your Plan, you will be reimbursed up to a maximum of two years of payments made from the last service date.

**9.0 MODIFICATION OF TERMS AND CONDITIONS** - We may modify the terms and conditions of your Plan, including the price, effective upon the expiry of the Initial term or any Renewal Term 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 and the commencement of any Renewal Term.

## **10.0 DIAGNOSIS, LIABILITY AND WARRANTY -**

### **Diagnosis**

We will diagnose and repair the Equipment covered by the Plan in accordance with the terms and conditions in this Plan as long as the Equipment:

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

### **Liability**

We will do our reasonable commercial best to diagnose and repair problems with your Equipment on the first service visit; however, this 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 required part is no longer available or we cannot obtain it at a commercially reasonable cost, we will not be liable for replacing the Equipment. If the required part is no longer available or the equipment cannot be repaired, either of us may terminate your Plan, effective immediately. If the Plan is terminated and you have had no prior service completed under your Plan, we will issue a refund up to a maximum of two years of payments made under the Plan. 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. All parts removed and replaced under your Plan coverage become our property.

### **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 your carrying out your obligations under this Plan and subject to the limitations set out under

"Liability", we will pay for repair expenses not covered by the manufacturer's warranties that are covered by your Plan and, if your Plan has expired, we will warranty our parts and labour for a period of 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.

You lease new heating or cooling equipment:

- Heating/Cooling/Water Heating Protection Plan with Maintenance Customers - If you have a Heating/Cooling/Water Heating Protection Plan with Maintenance and you lease a new Cooling Unit, Heating Unit, or Water Heating Unit from us that is covered by your current Plan, your Plan coverage will be downgraded within 30 days of your new equipment installation date to a new Plan that excludes your new Cooling Unit or Heating Unit to reflect our standard warranty and servicing obligations in respect of same. The new Plan will remain in effect and have an Initial Term of one year. We will mail you a welcome package with your new coverage and advise you of your new lower payment installment.
- Other Protection Plan Customers - If you do not have a Heating/Cooling/Water Heating Protection Plan with Maintenance and you lease a Cooling Unit, Heating Unit, or Water Heating Unit from us that is covered by your current Plan, the Plan will be cancelled within 30 days of your new equipment installation date.

## 11.0 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 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 are excluded from coverage under the Plan. If required, these services will be charged separately to you, in addition to amounts otherwise owing under your Plan, at our standard labour rate plus applicable taxes at the time of repair. Boiler system drainage and refill are also excluded from Plan coverage. We reserve the right not to provide coverage for certain types, brands or models of equipment and will only provide coverage only for the Equipment identified on page 1 of your Plan. If your Plan covers only one unit of Equipment and we have exercised our right not to provide coverage for such Equipment, we will automatically cancel your Plan and, 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.

**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.

**Excluded Parts:** There is no coverage under the Plan for (a) parts not specifically listed in your Plan (for examples of excluded parts, see <https://www.mysimplygreen.com/maintenance-plan/>) or that relate to a manufacturer's recall, providing for, or closing access to, covered items, except as noted in your Plan; (b) 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 your Plan; (c) electronic, computerized or energy management systems or devices, such as "Smart House" service, maintenance, repair, or (d) replacement necessitated by any loss or damage resulting from any cause other than normal usage including 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, mould, 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 damage by normal use; (e) 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 (f). 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 allow the thermostat to control the HVAC system and optimize it to the user's lifestyle.

**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 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 service involving hazardous or toxic materials, asbestos, lead or the disposal of refrigerants or contaminants.

**Equipment not Eligible for Coverage:** The following types of equipment are not eligible for coverage as Equipment under your Plan:

- Ductless wall units
- High-velocity units
- Natural gas-powered cooling units
- Wall cooling units
- Water-cooled cooling units
- Equipment serving more than three dwelling units
- Any equipment not readily accessible by our authorized technician

**Equipment not Readily Accessible by an Authorized Technician:** In circumstances where Equipment, such as a Heating Unit and or Cooling Unit otherwise covered under your Plan, is not readily accessible for repair by an authorized technician including, but 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, we will not provide service under your Plan and will deem your equipment ineligible for service. If one of our authorized technicians deems your equipment ineligible for service under your Plan, we will terminate your Plan to the extent it relates to such inaccessible equipment effective immediately. If you have no other Equipment subject to your Plan and 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 in relation to equipment that has become inaccessible, we will issue a refund up to a maximum of two years of payments made from the last service date. If you have no prior service completed under your Plan but there



is other Equipment covered by your Plan, we will issue a refund up to a maximum of two years of that portion of all payments made relating to the ineligible equipment. If you have had service under your Plan, but there is other Equipment covered by your Plan, we will issue a refund up to a maximum of two years of the portion of the payments made relating to the ineligible equipment from the last service date.

## **12.0 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: <https://www.mysimplygreen.com/privacy-policy>. You hereby: (i) consent to the collection, use, disclosure and maintenance of personal information for the purposes indicated above 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, and we agree to allow you to opt-out of such communications at any time by contacting us using the information set out under the heading "Contact Us" above; (ii) authorize us to use and disclosure your personal information to: verify your identity when you request information about your account by telephone or e-mail; bill, collect 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 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 (iii) 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 us to discuss any questions or concerns related to the above. Including questions or concerns related to how your information is being handled, or to request that your personal information be revised or removed from our promotional list by using the information under the heading "Contact Us" above.

### **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 including, without limitation, any general pandemic or other public health risk, 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**

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

**Entire Agreement**

Your 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 herein.

**Conflict**

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

**Assignment**

We may assign any or all of our rights and obligations under your Plan or pledge your Plan or the proceeds thereof as security for any obligation, without your permission or prior consent. If you want to assign this Agreement to anyone else, you will need our written consent to do so. If the assignee is the purchaser or tenant of the residence where the Equipment is located, our consent will not be unreasonably withheld. If we agree to an assignment to a tenant, the Plan is automatically reassigned back to you when the tenancy ends.

**Notice**

We can provide notice to you in accordance with your Plan at any time 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 Maintenance and Protection Plan Agreement if we are prevented from doing so by events or circumstances beyond our control.

## Your Rights under the Consumer Protection Act, 2002

You may cancel this Agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the Agreement. You do not need to give the supplier a reason for cancelling during this 10-day period.

If the supplier does not make delivery within thirty (30) days after the delivery date specified in this Agreement or if the supplier does not begin performance of his, her or its obligations within thirty (30) days after the commencement date specified in this Agreement, you may cancel this Agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this Agreement and the supplier does not deliver or commence performance within thirty (30) days after the date this Agreement is entered into, you may cancel this Agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

In addition, there are other grounds that allow you to cancel this Agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Government and Consumer Services.

To cancel this Agreement, you must give notice of cancellation to the supplier, at the address set out in the Agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the Agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this Agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

However, if you cancel this Agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this Agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11<sup>th</sup> day after the date this Agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.

If the supplier requests in writing repossession of any goods that came into your possession under the Agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address: (i) the supplier or (ii) a person designated in writing by the supplier.

If you cancel this Agreement, you must take reasonable care of any goods that came into your possession under the Agreement until one of the following happens: (i) the supplier repossesses the goods; (ii) the supplier has been given a reasonable opportunity to repossess the goods and twentyone (21) days have passed since the Agreement was cancelled; (iii) you return the goods; or (iv) the supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.