

**SERVICE EXPERTS
MAINTENANCE+ AND PRIORITY+ MEMBERSHIP AGREEMENT
GENERAL TERMS**

“Membership Agreement” means the executed agreement between Service Experts and you setting forth the terms of the Membership, which incorporates these General Terms.

By enrolling in a Maintenance+ Membership (“Maintenance+”) or Priority+ Membership (“Priority+”) (collectively, “Memberships”), you expressly consent and permit Service Experts to contact you by phone (via live operator or automated call) to schedule and provide products and services associated with your membership and to receive future communications and advertising via phone, text, email or regular mail about the products and services we offer. You further agree that we may provide your contact information to our third party partners for use in marketing related products, services and extended warranties to you. You agree that any telephone conversations with Service Experts or its representatives may be monitored or recorded, unless, at the commencement of each telephone conversation, you advise that you do not wish the call to be monitored or recorded.

Membership Agreements shall be construed and governed by the laws of the State of Texas.

Service Experts reserves the right to terminate or modify Memberships at any time without notice.

Maintenance+ Membership

Maintenance+ shall commence on the latest signature date of your Membership Agreement (the “Effective Date”) and automatically renew for one (1) year periods unless you notify us in writing at least thirty (30) days before the end of the term by mailing notice to the Service Experts address listed on your Membership Agreement.

You may authorize payment by “Automatic Checking Acct Debit” or “Automatic Credit Card Debit”, whereby you authorizes Service Experts to charge the recurring monthly or annual payment (depending on your payment selection on your Membership Agreement) from your account beginning within thirty (30) days after the Effective Date. The automatic payment will continue until your notice of termination is received by Service Experts via the mail, phone or email information listed on your Membership Agreement. As permitted by applicable law, upon renewal of your Membership Agreement (as set forth above), you agree that Service Experts may change or increase the monthly or annual installment charge and automatically debit such charge in connection with any changes to standard service fees. Cancellation will be subject to Service Experts then current refund policy.

For any service to be performed under Maintenance+, in the event Service Experts cannot reach you after three (3) attempts or is not permitted to perform the service after three (3) attempts to schedule such service, then you agree that Service Experts shall have fulfilled its obligations as to such service hereunder.

Priority+ Membership Plan

Priority+ shall commence on the latest signature date of your Membership Agreement and continue thereafter on a month-to-month basis. You may cancel Priority+ at any time by mailing notice to the Service Experts address listed on your Membership Agreement.