

Plumbing Repair Plan Terms and Conditions

Please read this document carefully and keep it for reference. These Terms and Conditions, together with the Declarations Page, constitute the entire agreement (“Agreement”) between you and the “Provider” identified on the Declarations Page pertaining to the Plumbing Repair Plan (the “Plan”). The laws of the state in which your service address is located govern interpretation of this Agreement. The Provider may change the terms of, or add new terms to, the Plan and this Agreement at any time in accordance with applicable law. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER). It is important that you read the Arbitration section carefully.

What Is Covered: The Plan covers parts and labor costs to repair a Covered Product (described below) for a breakdown resulting from defects in workmanship, damage due to normal wear and tear, or a mechanical failure of any Covered Product during the Term of this Agreement.

This Agreement provides coverage only for Covered Products which are owned by you or a member of your household and which are located within the perimeter of the main foundation at the service address or account identified on the Declarations Page. If the identified service address has multiple units or multiple accounts, a separate Agreement must be purchased for each individual unit or account. Repair costs are covered only up to the Per-Incident and Annual Limits specified on the Declarations Page, and subject to the exclusions described below. Any repair or replacement charges beyond the Per-Incident or Annual Limits are your responsibility. An “Incident” means a single service call. The “Annual Limit” specified on the Declarations Page is the aggregate limit on the amount that the Provider will pay for any one or more incidents that occur within an Annual Term of this Agreement. An “Annual Term” of this Agreement means the initial twelve (12) month term of this Agreement commencing on the Effective Date of this Agreement and any successive twelve (12) month renewal term under this Agreement. The “Effective Date” of this Agreement is listed on the Declarations Page.

In order to be covered by the Plan, all Covered Products must: (a) be installed to meet local, state and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be in good working condition and free of leaks or clogs at the time of enrollment in the Plan. Coverage is for owned or rented residential-use property. If this is a rental property, you represent that you are authorized to make repairs to the rented property. Provider may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met.

Covered Products: A leak, break, or clog in the interior water supply piping system or drainage piping system of your residence, including pipes, valves, and drains. “Water supply

system” means your permanent inside piping from the outlet side of the water meter (if the water meter is located inside your home), or the main shut-off valve inside your home (if the water meter is located outside your home); to the shut-off valve at each fixture and appliance or, if no shut-off valve is present, to the fixture or appliance water supply connection. Toilet equipment including float valve, fill tube, overflow tube, float, flapper, chain, handle, washers, and sealant required for replacement or repair of equipment. “Drainage system” means the permanent, inside drainage piping from the point at which the drainage system intersects with your residence’s foundation or slab to the connection of the drainage piping to a fixture or appliance.

What is Not Covered: The Provider will not be responsible for providing any products and services not specifically listed above in “What is Covered,” including without limitation any of the following: Leaks, breaks, or clogs caused by freezing water lines or drains; Nonstandard materials; Meters or movement of any meter; Indirect costs, and damage to the inside of your home and personal property, due to any leak, break, or clog; Leaks, breaks, or clogs caused by accident, abuse, and misuse, improper or incomplete installation, or third-party actions; Water or drainage lines located inside a concrete slab or behind walls, in floor joists, or any other space that is not readily accessible; Water or drainage lines which are outside of the perimeter of the main foundation of your house; Updates or upgrades to your plumbing or drainage system; Appliances and water connectors to appliances; Leaks, breaks, low pressure, or clogs due to corrosion, scale, mineral or chemical deposits, or any obstruction inside of a water line; Plumbing fixtures (such as faucets), including connectors to plumbing fixtures; Any restoration of openings made in walls, ceilings, or surfaces inside or outside the home; Floor drains or waste lines; Pressure regulators; Holding or storage tanks, such as well storage tanks; Saunas or steam rooms, Whirlpool, spa, and hot tub systems; Instant cold/hot water dispensers, and reverse osmosis systems; Water heaters; Home heating systems, including boilers, radiators, pipes, and other components; Evaporative cooling systems; Humidifiers; Backflow prevention devices; Cracked or missing valve handles; Any portion of the water line that is the responsibility of the municipality or water supply company; Toilet replacement or materials not included in What is Covered; Inside/outside sprinkler systems; Reduced Pressure Zone (RPZ) valve; Body sprayers; Filtration systems; electrical plumbing equipment including well pumps and sump pumps; Any defect in or problem with a Covered Product which existed when coverage under this Agreement began; Costs recoverable under any insurance policy, product warranty, or other home warranty program; and Bringing non-complying equipment into compliance with local, state, or federal codes.

How to Make a Service Call: Please follow the process described below to obtain coverage under the Plan. Provider

will not reimburse you for any fees or costs of repairs or replacements except under this process. Provider will not reimburse you for work performed by a person not specifically assigned by Provider, or for services performed without Provider's authorization. Provider's Service Contractor will submit its fees for authorized Plan services directly to Provider and you will not be required to pay the Service Contractor for authorized Plan services.

You must call (855) 241-2322 to schedule a service appointment. All non-emergency service calls will occur during regular working hours (8:00am-5:00pm, Monday through Friday). If the event is life threatening, call 911 immediately, and follow any instructions you are given. Provider has the right to determine non-emergency and emergency dispatch. Repairs performed outside of regular business hours or on holidays will be charged at a higher labor rate, possibly exhausting your Per-Incident and/or Annual Limits sooner than repairs performed during regular working hours.

All services will be performed by an authorized technician selected by Provider from its network of approved third-party service contractors (the "Service Contractor"). Provider has the sole and absolute right to (i) select the Service Contractor to perform the service and (ii) determine the rates and other pricing terms under which the Service Contractors will be compensated. Service Contractors are independent contractors and not employees or agents of Provider or its affiliates, and are not authorized by Provider to perform services outside of the scope of the Plan. If you elect to retain the Service Contractor to perform other services on your behalf, you must enter into a separate agreement between you and the Service Contractor for those services with payment to be made by you directly to the Service Contractor. Provider is not responsible or liable for any services performed by the Service Contractor outside of the scope of the Plan.

You must provide the Service Contractor with safe and reasonable access to all Covered Products, and related systems and lines. Unauthorized repairs may void this Agreement. COMPATIBLE OR SUBSTITUTE PARTS MAY BE USED FOR REPAIR OF THE COVERED PRODUCT.

You must be current on all payments in order to be covered under this Agreement.

Term of Coverage and Cancellation: This Agreement is for a term of twelve (12) months starting on the Effective Date and will automatically renew from month to month thereafter unless cancelled as provided below. You may cancel this Agreement at any time as described below by notifying Provider at the phone number indicated on the Declarations Page. Provider may cancel this Agreement at any time for misrepresentation or non-payment by you; for violation of any of the Terms and Conditions of this Agreement; if required to do so by any regulatory authority; or if the Provider, for its

convenience and in its sole discretion, makes a commercial decision to generally discontinue the Plan or to discontinue your specific participation in the Plan.

If either of you or Provider cancels this Agreement within thirty (30) days from the Agreement's Effective Date and you have not had service performed hereunder, you will receive a full refund of Plan payments made by you. If either of you or Provider cancels this Agreement more than thirty (30) days from the Agreement's Effective Date and you have not had service performed hereunder, the Plan will terminate immediately without requirement for any further additional payment by you. If either of you or Provider cancels this Agreement and you have had service performed, then you will be invoiced for the amount of the monthly fees for all unpaid months through the remainder of the initial twelve (12) month term. If you move to a new service address, this Agreement will be deemed cancelled by you.

During the first year of this Agreement, you are subject to an initial waiting period of thirty (30) days, during which time you will not be eligible for coverage of service calls, thus giving you eleven (11) months of coverage during the first year. Upon renewal (if applicable), you will not be subject to another waiting period.

Price/Billing: The amount of your monthly charge is provided in the Declarations Page. In addition to your monthly charge, you may be billed for applicable taxes or surcharges associated with your state of residence. The initial charges will be submitted for billing five (5) business days after the Agreement's Effective Date. Each subsequent monthly charge will be submitted for billing on or about the same day of the month as your initial charge was submitted. The charge for this Agreement on your bill or credit card shall serve as the invoice for the service. On notice to you, Provider may change the means by which you are invoiced and billed for your services. If your billing method is a utility bill, your payments will be applied in accordance with the utility's prioritization of payments schedule. By applying for the services, you consent to Provider inquiring about your credit or payment history at any time as it relates to your ability to pay for the services and you consent to disclosure of your customer information by your electric utility to third parties to the extent necessary to administer the Plan.

Disclaimer of Warranties: PROVIDER AND ITS AFFILIATES ARE NOT THE MANUFACTURER OF THE PRODUCTS OR SYSTEMS COVERED UNDER THIS AGREEMENT AND THEREFORE THIS AGREEMENT IS NOT AN EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS COVERED BY THE PLAN.

Limitation of Liability: Provider's obligation is limited to the Per-Incident and Annual Limits benefit amounts stated above.

TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER, ITS PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LIABILITY OF PROVIDER, ITS PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR SHALL BE LIMITED TO THREE (3) TIMES THE AMOUNT PAID UNDER THE PLAN BY YOU DURING THE PREVIOUS TWELVE (12) MONTHS. PROVIDER IS NOT RESPONSIBLE FOR ANY SERVICES PERFORMED BY THE SERVICE CONTRACTOR OUTSIDE OF THE SCOPE OF THE PLAN.

Communications: Provider may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, mobile notifications, hard copy, or posting of such notice on www.firstenergycorp.com.

Assignment; Miscellaneous Terms: This Agreement may be assigned by Provider without notice to you. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and shall be given no effect in the construction or interpretation of this Agreement. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the contractual intent to the maximum extent permitted by applicable legal requirements. Unless the context of this Agreement otherwise clearly requires, references in the plural form include the singular and vice versa.

THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION:

Except as otherwise required by law or as otherwise expressly permitted under this Agreement, any claim, dispute, or controversy between you and Provider that arises from or relates to this Agreement or the Plan (individually and collectively, a "Claim") shall be resolved by binding individual arbitration. This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. All issues relating to the Claim are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of Paragraph (3) below, shall be determined by a court and not the arbitrator. If arbitration is chosen by any party, the following shall apply:

(1) NEITHER YOU NOR PROVIDER WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION

RULES OR AS OTHERWISE EXPRESSLY PERMITTED UNDER THIS AGREEMENT.

(2) The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory damages, but excluding any categories or types of damages that are not recoverable under the "Limitation of Liability" section of this Agreement; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect or include a recovery for or on behalf of any other person or claimant. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation.

(3) **WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS.** All arbitrations shall proceed on an individual basis. You and Provider agree that each may bring claims against the other in arbitration only in your respective individual capacities and in so doing you and Provider hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and/or to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) shall remain in court and be severed from any arbitration. Provider does not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

(4) The arbitration shall be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website www.adr.org, or by calling the AAA at (800) 778-7879. If AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and Provider agree otherwise, any arbitration hearing shall take place in the federal judicial district where you reside. We encourage you to call Provider before filing a claim for arbitration to see if the dispute may be resolved be settled prior to arbitration. Provider will pay all filing, administrative, arbitrator, and hearing costs. Provider waives any rights they may have to recover an award of attorneys' fees and expenses against you. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor

claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(5) The arbitrator's decision will generally be final and binding, except for limited rights of appeal provided by the Federal Arbitration Act.

(6) Other rights that you would have if you went to court may not be available in arbitration.

This Arbitration Provision shall survive termination of this Agreement and your enrollment in the Plan. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.