



WATER HEATER REPAIR AND REPLACEMENT TERMS AND CONDITIONS

Please read carefully.

Ninja's Consulting, LLC.

This Service Agreement

This Service Agreement provides for coverage for Your hot water heater ("System").

HomeServices by Ninja ("Ninja's Consulting"), or the alternate administrator specified in the "State Variations", as applicable will administer this Service Agreement. Your Service Agreement ("Service Agreement") consists of these terms and conditions as well as your Declaration Page, which lists important information about your coverage ("Declarations Page") and is the entire agreement between you and us.

Ninja's Consulting is your point-of-contact for all questions and concerns.

How can you contact Ninja's Consulting?

28159 NS 424 Rd, Chelsea, OK 74016 * Please see your Declarations Page for phone numbers for Ninja's Consulting.

This is not an insurance policy. This Service Agreement is between you, the Service Agreement holder listed on the Declaration Page ("You" or "Your") and us, ("Us"), or the alternate provider specified in the "State Variations", as applicable, the entity obligated to provide service. We are responsible for providing your benefits.

Eligibility

Who is eligible for this coverage?

Owners of:

- A single structure or single housing unit within a structure not intended to be moved ("Home") that is used and zoned only for residential occupancy, including:
 - Single-family homes
 - Townhomes and apartments
 - Multi-family homes

This Service Agreement covers 1 housing unit. If you own a multi-family home or multiple housing units, you must provide the specific mailing address for each Service Agreement you purchase.

If you own more than 1 system but do not purchase a Service Agreement for each, you must designate which System this Service Agreement should cover when you enroll. If you do not designate this information during enrollment, then this Service Agreement will cover the first System that you make a service call for.

Who is not eligible for this coverage?

Owners of:

- Recreational vehicles or homes intended to be moved
- Properties used for commercial purposes

Properties that have:

- A System with a pre-existing condition, defect or deficiency that you are aware of prior to the Start Date of your first Term
- An entire System shared with a third party or that is covered by a homeowner's, condominium or like association
- A System not installed to manufacturer specifications
- A System that is commercial grade, larger than 100 gallons, is installed on a roof, or is a tankless, solar, geothermal, oil, hanging tank-based, or combination home heating/domestic hot water unit.

Coverage

You must call Ninja's Consulting for Covered Repairs. For Covered Repairs, there must be an operational failure to Your System. You are responsible for charges beyond Your Benefit Limit.

Under this Service Agreement, normal wear and tear of Your System, as described below, is characterized by deterioration that occurs naturally over time from standard use.

What is a Covered Repair?

Repair or replacement of the following for which you have sole responsibility, that is damaged due to normal wear and tear:

- Your Home's broken or failed electric, natural gas or propane system

What is the maximum amount we will pay for Covered Repairs?

- Up to \$1,500 per Term ("Benefit Limit"). See "What is a Service Call?" Below
- Multiple Service Calls up to the Benefit Limit.

What will happen if we cannot repair your system?

- If we determine that your system cannot be repaired, we will provide up to the remainder of your benefit limit towards the purchase and installation by Us of a comparable replacement.

Exclusions

What is not covered?

General exclusions:

1. **Damages, losses or expenses, whether from accident, negligence or otherwise, caused by : (a) You or any person or entity other than Us or Ninja's Consulting or (b) unusual circumstances, meaning war, government regulations, pandemics, riots, hostilities, strikes, work slowdowns, acts or threats of terrorism, fires, explosions, or acts of God including but not limited to natural disasters, earthquakes, tidal waves, and extreme weather (such as tornadoes, drought, hurricanes, and floods).**
2. **Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.**
3. **Excluding Damages (see "Limits of Liability), for example damages necessary to access the repair area. Your rights and remedies may vary depending on the state where Your Home is located.**
4. **Correction of, or reimbursement for, any repairs made by You or anyone You hire.**
5. **Any replacement, correction, upgrade, or move of your existing System(s) in order to meet any code, law, regulation, ordinance, or utility directive, if not directly related to the necessary Covered Repair.**
6. **Any repair or replacement for Systems: (a) that are covered by a manufacturer's warranty, service contract or insurance policy; or (b) involved in a manufacturer's recall, defect or class action lawsuit.**
7. **Any section of Your System that is shared with any third party or is covered by a homeowners', condominium or like association.**
8. **Assessing, remediating or abating mold or other hazardous materials or notifying you of any mold or other hazardous materials that may be present in your home.**
9. **Any repairs or replacements when no operational failure on your system has occurred.**
10. **Any sections or parts of your system that are (a) not installed according to code, law, regulation, ordinance, or manufacturer specification(s); (b) damaged due to external factors, such as rust, corrosion, warping, bending, animals, animal inhabitation, or insect infestation.**
11. **Costs to modify the installation space if the replacement unit does not fit.**
12. **Repair or replacement of any sections or parts of Your System that are not stated to be covered in "What is a Covered Repair?"**

System exclusions:

1. **Jacket and interior doors, heat exchangers, exhaust venting, expansion tanks, non-flexible water supply and delivery piping, and electrical service wiring.**
2. **Damage due to restricted lines or water pressure over 80 P.S.I**

Service Calls

What is a Service Call?

A visit to Your Home by one of Ninja's Consulting's approved technicians where either work is performed to diagnose and complete a single Covered Repair or it is determined that the repair is not covered ("Service Call").

Do you have to pay anything for a Service Call?

There is no fee to make a Service Call. If you miss a scheduled Service Call a "no show" fee will be applied to your Benefit Limit. This fee will be based on where your home is located and the time of your scheduled Service Call, not to exceed what the technician charges Ninja's Consulting, up to a maximum of \$250.

When can you request a Service Call?

There is an initial period of 60 days during which You will not be able to request a Service Call ("Waiting Period"), giving you less than 12 full months of coverage in the first Term. For a Service Call requiring a replacement of your System there is an initial 90 day Waiting Period. Upon renewal (if applicable), there will be no Waiting Period.

How can you request a Service Call?

Call Ninja's Consulting and a service representative will schedule a Service Call. You will not be reimbursed for work not authorized by Ninja's Consulting. Technicians must have safe and clear access to, and safe working conditions at and around, the work area. In order to make a Service Call Your Service Agreement must be active and You must be current with Your payment(s) of the amount you agree to pay for this Service Agreement, as listed on Your Declaration Page ("Price"). Whether Your System is to be repaired or replaced is entirely within the discretion of Ninja's Consulting.

What is the Covered Repair Guarantee?

For 12 months, we will arrange at our expense and choice for repair or replacement of Covered Repairs which are defective in materials or workmanship ("Covered Repair Guarantee"). We disclaim any and all statutory or common law warranties (whether express or implied) other than the Covered Repair Guarantee and any implied warranties that cannot be excluded under applicable law.

Term, cancellation and renewal

When does this Service Agreement start and how long is it?

Your Service Agreement begins on the start date listed on Your Declaration Page ("Start Date") and continues for 12 months ("Term").

Can You cancel?

You may cancel at any time by calling Ninja's Consulting.

- If you cancel within 60 days of the Start Date, you will receive a full refund less any claims paid by Us.
- If you cancel more than 60 days after the Start Date, you will receive a pro-rata refund less any claims paid by Us.

Can We cancel?

- We may cancel, with no less than 15 days' notice to You: (a) for non-payment of the Price; (b) if We find that You already have coverage that is the same or similar to the coverage provided by this Service Agreement; (c) if We find that You are ineligible for this coverage; or (d) for Your: (i) fraud; (ii) misrepresentation of facts that are material to this Service Agreement or benefits provided under it.
- We may cancel for any other reason on 60 days notice to You.

If We cancel for (a), no refund will be given. If we cancel for (b) or (c), We will refund the payments You have made less any claims paid by Us. In all other cases You will get a pro-rata refund less any claims paid by Us.

You will be notified in writing prior to cancellation. The notice will tell You when Your Service Agreement will be cancelled and why it has been cancelled. The notice period begins when we send the notice to You.

Will this Service Agreement automatically renew?

Unless you tell Us otherwise, Your Service Agreement will automatically renew at the end of every Term for another 12 months at the then-current renewal price. We may change the price at renewal. We reserve the right to not offer this Service Agreement upon renewal.

Other terms

Receiving documents electronically

If you consent to electronic delivery, You can receive Your Service Agreement and all related documents to the email address listed on Your Declaration Page (“Email Address”). To update Your Email Address or discontinue electronic delivery of Your documents You can call Ninja’s Consulting.

Privacy policy

Ninja’s Consulting is serious about the private nature of Your personal data.

Assignment / Amendment

We may assign this Service Agreement, in whole or in part, at any time without prior notice to You. We may change this Service Agreement (including the Price) and delegate any of Our obligations at Our sole discretion and without Your consent provided We give You 30 days’ prior written notice of the changes. The changes will become effective 30 days after We send You the notice. You may not change this Service Agreement or delegate any of Your obligations.

Transfer

You may not transfer this Service Agreement.

General

Should any of these terms and conditions conflict with the laws of Your state they shall be deemed amended so as to comply with those laws. Should certain terms or conditions be held to be invalid or unenforceable, the remainder of these terms and conditions shall remain valid.