

CozyBear Protection Plan Terms & Conditions

Relax. Everything you need to know is all right here in black and white.



Thank you for choosing Airbear Heating & Cooling. We look forward to covering your home with a Cozybear Maintenance Plan. It is specially priced and simply added to your bill. The Terms and Conditions of coverage under your Plan are documented below. Please keep this copy for your reference. Remember, as set out in the Terms and Conditions, Cozybear Comfort Maintenance Plan coverage includes: • Year-round protection from most expensive and unexpected repair costs* • Free parts and labor on most service* • Priority Service • Service by our Professionally Certified Service Technicians * Subject to plan Terms and Conditions

Cancellation of this Agreement

You may cancel this Agreement at any time for any reason. We may only cancel this Agreement due to Your fraud, material misrepresentation or failure to pay.

YOUR CONSENT REGARDING Information

We may collect and Use personal Information provided by You for the purposes of verifying Your identity (including for regulatory compliance purposes). We may collect personal Information for these purposes from You, Your product dealer, and Our affiliates. You consent to the disclosure of such Information by these parties to Us. You agree that We may, from time to time, Use the above Information and other personal Information collected or compiled by Us in connection with this Agreement (including account status and payment history) (collectively, the "Information") for the purposes of opening, administering, servicing, and enforcing this Agreement, collecting amounts owing to Us, responding to Your inquiries, and otherwise communicating with You regarding Your account. For the purpose of maintaining Your credit history, We may from time to time disclose credit related Information to credit bureaus and credit reporting agencies. If You have provided Your banking Information, We may Use and exchange it with Your and Our financial institutions for payment processing purposes. We may otherwise Use Your Information and disclose Your Information to third parties as necessary to: enforce this Agreement and otherwise collect amounts owing to Us; for the purposes of detecting and preventing fraud; in connection with audits; and generally, for the purposes of meeting legal, regulatory, risk management and security requirements. We may Use and disclose Your Information to assignees, prospective assignees and other third parties that are connected with the proposed or actual financing, insuring, sale, securitization, assignment or other disposal of all or part of Our business or assets (including this Agreement and/or amounts owing to Us) for the purposes of permitting a prospective assignee to determine whether to proceed or continue with the transaction, fulfilling any reporting or audit requirements to such parties, and/or completing the transaction. Our successors and assigns may collect, Use and disclose Your Information for substantially the same purposes as described in this paragraph. We may Use agents and service providers (including affiliates acting in that capacity)

to collect, Use, store and/ or process personal Information on Our behalf, and Your Information may be transferred to these entities for the purposes described in this paragraph. Some of these entities may be located outside of United States where local laws may permit governmental, law enforcement, or regulatory authorities or courts to have access to the Information. In addition to the purposes set out above, We and Our affiliates may Use Your contact Information to provide You with occasional Information about other products and services offered by Us or Our affiliates. However, You may refuse consent for this purpose by contacting Us within thirty days after You receive this Agreement at 850-741-1025, and We will not Use Your Information for this purpose until a reasonable period of time has passed after We have sent this Agreement to You. You may at any time thereafter withdraw consent to Our Use of personal Information for this purpose by calling the above number (please allow a reasonable time for Us to process Your request). You may request access to and correction of Your Information, subject to applicable legal restrictions, or make other inquiries regarding how We handle Your personal Information by writing to us at 8537 Wilburn Cove, Navarre FL 32566. You consent to the collection, Use and disclosure of Your personal Information as may be further described in Our Privacy Policy, and which We may amend from time to time, and as otherwise permitted or required by law. The consents provided above shall be valid for so long as required to fulfill the purposes described in this paragraph.

OTHER TERMS

• **This is not a contract of insurance. Our obligations under this Agreement are guaranteed by a surety bond executed by the United States Fire Insurance Company. If We fail to (i) cover Your claim within sixty (60) days of Your request for coverage or service or (ii) refund the prorated unearned portion of the consideration paid by You in the event of cancellation, then You may make a claim directly to the United States Fire Insurance Company at 7650 West Courtney Campbell Causeway, Suite 200, Tampa, FL 33607.**

• **NOTHING CONTAINED IN THIS AGREEMENT'S ARBITRATION PROVISION WILL AFFECT YOUR RIGHTS TO FILE A DIRECT CLAIM AGAINST UNITED STATES FIRE INSURANCE COMPANY**

- We will not reimburse You for the costs of services or parts replacement performed by contractors that have not been authorized by Us.

- Your plan is for residential use only (not commercial) and only homeowners can enroll in the plan (no tenants). Your plan coverage is not transferable to another residence.

- Subject to applicable laws, We have the right to change, from time to time, any term of this Agreement, including any Plan rates and charges, by sending You prior notice of the change and such change will be effective thirty (30) days after the date sent out in that notice.

- We may sell, assign, or otherwise dispose of, or grant a security interest in, all or part of Our right and interest in this Agreement to anyone else, without notice to You or Your consent. To the extent not prohibited by law, You agree that You will not assert against any transferee any claims, defenses, set-offs, deductions or counterclaims which You may now or in the future be entitled to assert against Us.

- This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of Alabama, Florida, Texas and Missouri without reference to its conflict of laws principles. All disputes arising from or relating to this Agreement shall be within the exclusive jurisdiction of courts of competent jurisdiction located within Fulton County, Georgia, and You hereby consent to such exclusive jurisdiction and waive objections to venue therein.

- **EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

ALL DISPUTES ARISING OUT OF, OR RELATING TO, THIS AGREEMENT SHALL BE RESOLVED THROUGH BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ACCORDING TO ITS RULES FOR COMMERCIAL ARBITRATION. ANY SUCH ARBITRATION SHALL TAKE PLACE IN FLORIDA, ALABAMA, MISSOURI, TEXAS

- The costs of redecoration and restoration costs required as a result of any work performed in connection with any of the Plans are not covered. This includes drywall, gypsum board, plaster, wallpaper, paint, floor coverings, tile, cabinetry, counter tops, landscaping or repair of any structural or cosmetic defects.

- Although We may attempt to remind You from time to time of any annual check-up or cleaning to which You may be entitled, We are not obligated to do so and You are responsible for contacting Us to arrange any such annual check-up or cleaning at a mutually convenient time.

We will not be responsible for any repairs, maintenance or annual check-ups or cleaning that is not provided due to You failing to contact Us.

- We may permit You to schedule Maintenance prior to the Commencement Date.

INTRODUCTION:

The Plan(s) is/are provided by Airbear Heating and Cooling ("hereinafter referred to as "Airbear", "We", "Us" and "Our"). This Agreement describes the terms and conditions of the Plan. These Terms and Conditions contain important details regarding the specific Plan(s) You have selected. **Coverage under each Plan is subject to certain limits and exclusions described in this Agreement**

Cozybear Heating AND Cooling Maintenance Plan:

Comfort Heating and Cooling Maintenance Plan" You are entitled to receive one (1) 21-point annual check-up and cleaning of your heating unit and one (1) 12-point annual check-up and cleaning of Your cooling unit, including a safety test for carbon monoxide. The annual 21-point and 12-point check-up and cleaning will be performed on Your heating unit, and Your cooling unit, respectively, during the same visit.

You are only entitled to obtain Your annual check-up and cleaning once during the initial twelve (12) month period commencing on the Enrollment Date and terminating on the anniversary of the Enrollment Date (the "Anniversary Date"), and thereafter you are only entitled to obtain Your annual check-up and cleaning once during each subsequent twelve (12) month period commencing and ending on the Anniversary Date. You may schedule Your annual check-up and cleaning to occur at any time during the year other than between May 15 and August 1. Although We may attempt to remind You from time to time of Your annual check-up and cleaning to which You may be entitled, We are not obligated to do so and You are responsible for contacting Us to arrange any such annual check-up or cleaning at a mutually convenient time.

Comfort Protection Plans

Comfort Heating and Cooling Protection Plans:

If the Plan You selected includes a "Cozybear Heating and Cooling Protection Plan" it includes the diagnosis and repair, replacement or adjustment, as we determine necessary, of the parts specified in the Equipment Covered Section within Your "hvac unit". For parts and services included in the Cozybear Heating and Cooling Protection Plans, you are protected from all labor and part replacement costs, up to the limits described below on both the heating and cooling units.

COZYBEAR MAINTENANCE PLAN

Heating and Cooling Protection Maintenance Plans:

a. Plans include "Heating Maintenance Plan" it includes the diagnosis and repair, replacement, or adjustment, as We determine necessary, of the parts specified in Section A.5 within Your "heating unit", plus a 21-point annual check-up and cleaning of Your "heating unit," including a safety test for carbon monoxide. **"Vacuuming/cleaning of the heat exchanger" or "additional cleaning" that is required due to insufficient maintenance prior to joining any Maintenance Plan is excluded from coverage and will be charged to You at Our standard labor rate (currently \$125/per hour).**

b. Plans include a "Cooling maintenance Plan" it includes the diagnosis and repair, replacement, or adjustment, as We determine necessary, of the parts specified in Section A.6 within Your "cooling unit", plus an annual check-up and cleaning of Your "cooling unit." The costs to diagnose and replace any defective parts which have caused a refrigerant leak are included in Your Comfort Cooling Protection Plus Maintenance Plan including refrigerant recovery, vacuuming and refill of 410A refrigerant. **Additional cleaning that is required due to insufficient maintenance prior to joining any Comfort Cooling Protection Plus Maintenance Plan is excluded from coverage and will be charged to You at Our standard labor rate (currently \$125/per hour).** EQUIPMENT COVERED

C. Airbear Heating and Cooling Maintenance Plans:

d. Heating Protection Plan, it covers one (1) of the following: residential natural gas or LP/propane furnace, heat pump or air handler. Equipment Using conversion burners, the conversion burner itself, boilers, wall units, and high velocity units are not eligible for coverage. Equipment serving more than one (1) dwelling unit is not eligible for coverage. Heating equipment that heats using electricity or a fuel other than natural gas or LP/propane (e.g. oil, wood, etc.) is not eligible for coverage. If You have multiple heating units in Your home, You will specify which heating unit is covered by outlining the location and make of the equipment. You will need to sign up for multiple Plans if You want all heating units covered in Your home. Each heating unit will require a separate Plan. Equipment serving more than one (1) dwelling unit is not eligible for coverage.

E. Cooling Plan, it provides coverage for a residential electric powered central air conditioning unit, ductless split unit, or heat pump (the "cooling unit"). High velocity air conditioning units or window units are **not eligible for coverage. If You have multiple cooling units in Your home, You will specify which cooling unit is covered by outlining the location and make of the equipment. You will need to sign up for multiple Plans if You want all cooling units covered in Your home. Each cooling unit will require a separate Plan. Equipment serving more than one (1) dwelling unit is not**

UNAVAILABLE PARTS and PART REPLACEMENT:

If a part is unavailable, We will attempt to obtain a replacement part or an equivalent substitute as quickly as possible, but limited availability of certain parts may result in delays from time to time. In particular, but without limitation, We may not be able to obtain parts readily or locally. IN THE UNUSUAL EVENT THAT WE CANNOT PROVIDE A PART REPLACEMENT OR AN EQUIVALENT SUBSTITUTE, WE WILL NOT BE LIABLE FOR SUCH PART REPLACEMENT, EQUIVALENT SUBSTITUTE OR FOR ANY RESULTING DAMAGES. Parts replacement or equivalent substitutes are solely at Our discretion.

Any part that is found to be defective and is replaced under Your Plan coverage becomes Our sole property and may be disposed of at Our discretion.

MISCELLANEOUS TERMS

Except as otherwise indicated, the following provisions are applicable to the Comfort Maintenance Plans, Comfort Protection Plan and Comfort Protection Plus Maintenance Plans discussed in this agreement.

1. PLAN TERMS
2. YOUR PLAN COMMENCES ON THE ENROLLMENT DATE AND SHALL REMAIN IN EFFECT FOR AN INITIAL ONE (1) MONTH TERM, WHICH TERM SHALL AUTOMATICALLY BE RENEWED FOR SUCCESSIVE ONE (1) MONTH TERMS
3. UNTIL CANCELED BY EITHER US OR YOU IN ACCORDANCE WITH SECTION C. 2.A BELOW.
4. FOR MORE INFORMATION ON THE CANCELLATION AND/OR AUTOMATIC RENEWAL OF THIS AGREEMENT, PLEASE CONTACT US AT (850)741-1025
5. WE ARE NOT RESPONSIBLE FOR WRONG SIZED SYSTEMS FOR THE HOME, OUR LIABILITY INCLUDES THE PROPOER OPERATION OF THE UNIT
6. THIS PLAN COVERS NO DUCTWORK REPALCEMENT OR REPAIR

2. CANCELLATION:

You may cancel this Agreement at any time and for any reason.

We may only cancel this Agreement due to Your fraud, material misrepresentation or failure to pay.

We will give You ten (10) days' prior written notice of this Agreement's cancellation if this Agreement is canceled (A) due to Your failure to pay or (B) for any reason before this Agreement has been in effect for sixty (60) days.

If this Agreement has been in effect for sixty (60) days or more and is canceled by Us due to Your fraud or material misrepresentation, You will be given written notice of Our cancellation at least thirty (30) days prior to the effective date of this Agreement's cancellation.

If either You or Airbear cancels this Agreement prior to the Commencement Date (as defined on the reverse side of this Agreement), and You have not previously received coverage or maintenance services from Airbear under this Agreement, You are entitled to receive a full refund of the amount paid by You under this Agreement.

If We cancel this Agreement after the Commencement Date, You will be issued a refund equal to one hundred percent (100%) of the pro-rata unearned Plan price. If prior to the expiration of the then-current Term (as defined above in Section C.1), You cancel this Agreement: (A) before the Commencement Date, but after receiving Maintenance from Us OR (B) after the Commencement Date, You will be issued a refund equal to ninety percent (90%) of the pro-rata unearned Plan price. The remaining 10% of the unearned Plan price is retained by us as a cancellation fee.

3. BILLING AND PAYMENT:

Payment for the Initial Term is due on the Commencement Date. Thereafter, You are obligated to make a payment for each Renewal Term on the monthly anniversary of the Commencement Date. We will not send You a projected invoice at the commencement of each Renewal Term. Rather, one (1) invoice will be sent by Us to You on an annual basis, summarizing the projected payments due under each monthly, Renewal Term during the upcoming twelve (12)-month period, which assumes that Your Plan will be renewed each month and not canceled. While You will receive this one (1) annual, prospective projected invoice from Us, Your payments to Us will still be due to Us each Renewal Term (i.e., monthly) on the on the monthly anniversary of the Commencement Date. If You have enrolled in Our preauthorized payment option, Your account will be automatically debited each Term (i.e., monthly) as per the terms and conditions of that enrollment. A bill may not be sent to You if We believe that You have a credit balance.

that is returned unpaid by Your bank or for any PAP that cannot be processed for any reason.

If more than one (1) customer signs this Agreement, You understand and agree that (i) each of You is individually liable, and all of You are collectively liable, for all obligations imposed on You by this Agreement, (ii) any one (1) of You may act for all of You under this Agreement and any action by any one of You will be binding on all of You; and (iii) We will be fully discharged in respect of any of Our obligations under this agreement upon performance of that obligation in favor of any of You.

4. NOTICE OF CHANGES:

You agree to promptly inform Us of any change of Your mailing address at least thirty (30) days in advance of such change. If You have chosen to make Your payments under this Agreement by PAP, You must inform Us in writing of any changes in the bank account Information You provided. Notice of any change should be sent to us at 5821 Rangeline Road, Unit 101, Theodore, AL 36582 or call or text Us at (850) 741-1025 or visit us at cozybearcomfort.com

5. LIMIT ON LIABILITY:

WE ARE NOT THE MANUFACTURER OR SUPPLIER OF THE HEATING UNIT OR THE COOLING UNIT AND WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS AS TO THE PERFORMANCE OF SUCH EQUIPMENT OR SYSTEM. WE WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY TYPE ARISING OUT OF OR RELATED TO YOUR PLAN OR CAUSED OR CONTRIBUTED IN ANY WAY BY THE USE AND OPERATION OF THE HEATING UNIT AND/OR THE COOLING UNIT OR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES

(EVEN IF REASONABLY FORESEEABLE, AND REGARDLESS OF THE THEORY OF LIABILITY). IF WE ARE NOT ABLE TO PERFORM ANY OF OUR OBLIGATIONS UNDER THIS AGREEMENT BECAUSE OF CIRCUMSTANCES OR EVENTS BEYOND OUR CONTROL, WE SHALL BE EXCUSED FROM THE PERFORMANCE OF SUCH OBLIGATIONS FOR THE DURATION OF SUCH CIRCUMSTANCES OR EVENTS AND WE SHALL NOT BE LIABLE TO YOU FOR SUCH FAILURE TO PERFORM. THE PLANS ARE NOT INSURANCE AND DO NOT COVER ANY LOSSES, REPAIRS OR REPLACEMENTS ARISING FROM ABUSE, ACCIDENTAL OR DELIBERATE DAMAGE, THEFT, VANDALISM, FIRE, FLOOD, FREEZING, EARTHQUAKE, OTHER NATURAL DISASTERS, ACTS OF WAR, ACTS OF GOD, REPAIRS NOT AUTHORIZED BY US, IF THE EQUIPMENT HAS BEEN TURNED OFF, IMPROPER THERMOSTAT SETTING, OR HOUSEHOLD ELECTRICAL PROBLEMS.

WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. INDEMNIFICATION:

You will indemnify, defend, and hold Us harmless from all claims, losses, and costs that We may suffer or pay, or may be required to pay, including attorneys' fees, in connection with the heating unit and the cooling unit, Your Plan or the Use and operation of either the system or unit, including any claims against Us for any injury or death to individuals or damage to property. You shall be responsible for all sales, Use and excise taxes, and any other taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by You hereunder.

7. SEVERABILITY:

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

8. ENTIRE AGREEMENT:

This Agreement constitutes the sole and entire Agreement between You and Airbear with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, Agreements, representations, and warranties, both written and oral, regarding such subject matter.

Plan Coverages - Each plan covers parts and labor for specific repairs

All plans include the following

- Unlimited service calls
- Yearly maintenance
- Same day Service
- Immediate attention

Baby Bear Plan covers the Following parts and labor repairs

- Capacitors inside and out
- 2 LBS of freon per year, doesn't matter the flavor
- Contactor
- Fan relay
- Breakers
- Disconnects
- Heat kits including sequencers, relays, coils
- Defrost Control board
- Freon pressure switches
- Thermostat wire
- Electrical wire and conduit
- thermostat
- Condensate over flow switch(s)
- Condensate pump
- Reversing valve coil heat pump unit
- Fan Blades
- Blower wheels
- Air Handler control board
- Flame sensor
- Hot surface ignitor
- Pressure draft switch
- Safety shut off switch (gas furnace)
- Limit switch
- Roll out switch
- Thermocouple
- Pilot Assembly
- Gas valve
- Gas shut off valve and piping from the shutoff

- 3 lbs of freon per year
- Inside evaporator coil

Papa Bear Plan covers the following parts and labor repairs - includes all repairs from Baby and Mama Bear plans

- Outside condenser coil
- Compressor
- Reversing valve
- Heat exchanger
- Every scenario needing repair for heating and cooling system is covered by this plan

Mama Bear Plan cover the following parts and labor repairs - Includes all repairs in Baby Bear Plan

- Blower motor
- Condenser fan motor
- Furnace control board
- inducer assembly