

Comfort Club Terms and Conditions

A&E Provides a personalized membership service that allows your HVAC system to remain in its prime working condition. This membership is provided to you exclusively by A&E Plumbing, Heating and Air.

Membership in the A&E Comfort Club is an automatic authorization of the following terms and conditions.

1. Membership Eligibility

Membership in the A&E Comfort Club is open to all residences located within the A&E coverage area. Members must be 18 years of age or older and the legal home owner for the property. Memberships are non-transferable.

2. Membership Benefits

Members are entitled to the specified appointment count associated with their equipment needs. Appointments may consist of one heating or one heating and cooling maintenance per 12-month cycle. Maintenances completed within the membership contain a pricing discount of up to \$30 per visit. Members are entitled to a 15% discount on parts and air filters. A 5% discount will be applied on new equipment installations. Members

will receive priority scheduling during peak season schedule overload.

Membership provides extended warranties including a 5-year labor warranty and a 10-year parts warranty after installation. Continued membership is required for the warranty duration to remain active and will immediately commence if membership is dropped.

3. Membership Duration

A&E Comfort Club membership is open ended and will continue and automatically renew until terminated. Continued membership is required for the duration of extended warranties after equipment installation.

Coverage will terminate at the end of the current billing cycle if membership is dropped.

4. Membership Payment

Membership fees are determined by the program identified to be applicable to the specific HVAC system. A valid credit card is required to be on file for reoccurring monthly or annual payments. The first payment is due at the time of enrollment. Payment frequency will depend on the type of subscription plan chosen when membership is initiated. Invoices will generate automatically. Payments will be processed on the same day of the month along with applicable taxes pending bank or holiday

closures out of A&E control. In some cases, your payment date may change such as if your payment has not settled and alternate payment arrangements must be made. You can update your payment method by calling our office and requesting the change be made. Following any update, you authorize us to continue to charge the applicable payment method on file. A 0% - 5% increase in fees may be assessed on an annual bases pending an evaluation. Notification by email will be given 30 -60 days prior to application depending on the standard date of invoice processing for your account. If you do not wish to accept the price change to your membership, you can cancel your membership prior to the change taking effect. Cancelation for this reason is the sole responsibility of the membership holder.

5. Maintenance Fulfillment

Count of maintenance appointments to be fulfilled are determined by the program enrolled as well as the requirements of the equipment in use. Memberships may consist of one heating, one cooling, or one heating and cooling maintenance per 12-month cycle per system. Heating maintenances will be done in weather conditions that allow for proper use of the heating system; below 60 degrees outdoor temperature. Cooling maintenances will be done in weather conditions that allow for proper use of the cooling system; above 60 degrees outdoor

temperature. Home owner must be present at the time maintenances are fulfilled. If an appointment is made and homeowner is not present at the time of arrival, A&E has attempted to complete the obligation and appointment is considered fulfilled. If an existing appointment is canceled with less than 24-hour notice with no attempt to reschedule, then the appointment is considered fulfilled. If two attempts are made to schedule due maintenance with no success, an appointment time may be assigned on the home owners' behalf. Notification will be made of the appointment time through contact methods on file including but not limited to email and text. If this appointment time does not work for the homeowner, it is the responsibility of the homeowner to reschedule the appointment. If no successful contact is made by homeowner to reschedule the appointment, A&E will consider this an acceptance of the appointment time and will act in a manner to fulfill the membership maintenance obligation. If on arrival the appointment is not able to be completed for any reason, A&E will consider this appointment obligation fulfilled. A&E Comfort Club members are encouraged to use the customer self-scheduler on the A&E website to schedule their maintenances.

6. Termination of Membership

A&E reserves the right to terminate a member's membership for reasons including but not limited to failure to pay, violation of program rules, fraudulent activity, behavior or misconduct. Members may also voluntarily terminate their membership at any time by submitting a completed "Membership Termination" form. If you cancel your membership your benefits will terminate at the end of your current billing cycle. At the time of termination an assessment will be made to determine if all discounts have been settled. Memberships are non-transferable. If a residence under membership is vacated it is the homeowner's requirement to notify A&E of the date of vacancy and hence membership termination. Membership will terminate at the end of the current billing cycle of which A&E is notified by "Membership Termination" form and completion of processing. No prorated refunds or credits will be processed.

7. Discount Settlement

A&E offers Comfort Club members a 15% discount on parts and air filters. If the comfort club is joined at the time that a repair is to be completed, the discount will be applied. Membership must be maintained for a minimum of one calendar year to fulfill the discount terms. If membership is canceled prior to the discount being settled the balance will be charged at the time of cancellation. Balance will be determined in

conjunction with percentage of term completion. An example would be that if three of the twelve months required are fulfilled and nine months are remaining, then $\frac{1}{4}$ of the requirement has been settled and $\frac{3}{4}$ remains. At that point $\frac{3}{4}$ of the discount that has been unsettled will be charged at the time of cancellation.

8. Collection and Use of Personal Information

A&E collects personal information from members at the time of enrollment, including but not limited to name, address, contact information, payment information and HVAC details. Some information may be collected in the form of photo and/or video media for internal purposes only. Members may contact A&E support staff at any time to update personal information. It is the homeowner's responsibility to maintain current information on file for purposes of scheduling, invoices, receipts, notices and dispatching notifications. If information on file has changed and is no longer accurate A&E will not be held responsible for the inability to fulfill obligations that require accurate information to complete.

8. Privacy and Data Protection

Members' personal information will be collected, processed, and stored in accordance with the securities in place of the systems stored within.

See HubSpot, Service Titan and/or Quick Books security measures for current processes in place. Members' data will not be shared or sold with third parties without consent, except as required by law.

9. Modification of Terms

The program reserves the right to modify these terms and conditions at any time. Members will be notified of any changes to the terms, and continued participation in the program constitutes acceptance of the modified terms.

10. Contact Information

For inquiries or assistance regarding the membership program, members can contact A&E Plumbing, Heating and Air during normal business hours. See website for current contact information.

By joining the A&E Comfort Club you agree to the above terms and conditions in its entirety. A&E Plumbing, Heating and Air is pleased to be in partnership with you for the maintenance and care of your HVAC system.

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