



Heating & Cooling Evolved

Service & Maintenance Plans for the Heart of Your Home

User Guide Including Terms & Conditions

Evolve Home Services 2022 HVAC Protection Plan

Terms & Conditions

Prepare for the unexpected with a Evolve Home Services Protection Plan – You're Covered, 24/7/365!

Your New Home Protection Plan Coverage is Provided by Evolve Home Services, a Division of Evolve Services Inc. ("Evolve Home Services", "Evolve" or the "company") and Includes:

- **1-Year Coverage Protection for Items Listed in the Equipment Covered and Parts Covered Sections Below**
- **Service by our Evolve Home Services Certified TSSA Licensed HVAC Technicians**
- **Day or Night, Rain or Shine Priority Service - No Matter What the Problem, our Plan Holders are our First Priority**
- **Protection from Expensive and Unexpected Repair Costs**

1. INTERPRETATION – These terms and conditions together form a service agreement and shall herein be referred to collectively as the "Agreement". This Agreement is being provided by Evolve Home Services, a Division of Toronto Developers Ltd. ("Evolve Home Services", the "Company" or "Evolve"). "Customer", "Homeowner", "our", and "you" mean the homeowner at the address of the property identified in the home purchase agreement as the customer enrolling for the New Home Protection Plan.

2. ELIGIBLE EQUIPMENT – Equipment serving more than one dwelling unit is not eligible for coverage. Our coverage does not extend to space heaters, radiators, in-floor, heat pumps, equipment using conversion burners, the conversion burner itself and ductless, wall unit, high velocity units, rooftop units or units located in an attic, and any heating equipment that heats using electricity or a fuel other than natural gas (e.g. oil, propane, wood, etc.). Additionally, any equipment that is over 10 years old is not covered under this agreement.

3. HEATING PROTECTION PLAN – Your Heating Protection Plan will cover up to one (1) eligible natural gas furnace, boiler or air handler ("heating source") for service and repairs. Upon request, Evolve Home Services will provide a technician to inspect, diagnose, and if necessary complete repairs and replacement of the following parts: Thermostat, Heating Circuit Transformer, Gas Burner and Orifices, Blower/Component, Gas Valve, Pilot, Assembly, Ignition Module, Relay, Flame Spreader, Thermocouple/Thermopile, Fan and Limit Controls, Combustion Air Blower, Venter Motor Assembly, Roll Out Switch, Pressure Switch, Condensate Pump, Furnace Low Voltage Circuit Fuse, Pulley and Belt, Fan Motor, Door Switch. The following parts are not covered under the Heating Service Plan: heat exchanger, firebox/combustion chamber, furnace filters, Summer/Winter Switch, Automatic Vent Damper/Motor, and parts added on to accommodate ancillary equipment such as air conditioners, humidifiers.

4. COOLING PROTECTION PLAN – Your Cooling Protection Plan will cover up to one (1) eligible air conditioner ("cooling source") for service and repairs. Upon request, Evolve Home Services will provide a technician to inspect, diagnose, and if necessary complete repairs and replacement of the following parts: Internal Electrical Wiring, Add-On Fan Centres, Capacitor, Line Components, Low Ambient Temperature Sensor, Add-On Indoor Fan Relay, Cooling Contactor/Relay, Evaporator Coil, Condenser Fan Motor, Thermostat, and Fan Blade. The following parts are not covered under the Cooling Service Plan: internal copper tubing, condenser coil replacement or compressor replacement.

5. REPAIR COSTS – With your Heating Protection Plan and Cooling Protection Plan Evolve Home Services covers the original visit and diagnosis of the problem. As with all care and protection plans that Evolve Home Services offers, the repairs and replacement will be made free of charge as we determine necessary. Certain parts within your heat source or cooling source are subject to the exceptions noted in these terms and conditions. While we strive to supply you with efficient and effective services, all of our Heating/Cooling Protection Plans provide coverage to our clients for all labour and part replacement costs, up to certain limits described herein and not to exceed \$700 per heat source and \$700 for per cooling source. If the problem cannot be repaired a replacement rental unit will be provided through Evolve Home Services' Exclusive Rental Program.

6. ANNUAL MAINTENANCE PLAN – Your Annual Maintenance Plan includes one (1) inspection of up to one (1) heating source, and additionally up to one (1) cooling source every calendar year. To receive and schedule your inspection, you may contact Evolve Home Services between the months of April to September. During the inspection an Evolve Home Services technician will perform a routine inspection and safety check of the equipment and ensure it is operating at manufacturer guidelines. Should the initial inspection reveal additional problems that were in existence prior to joining our Evolve Home Services Protection Plans, like cleaning or draining requirements, to keep your equipment running smoothly under our coverage, those services are excluded from coverage and will be charged to you at our then current hourly rates.

7. DOLLAR FOR DOLLAR PROGRAM – Should our qualified technicians determine any problem exceeds the cost limit to fix as detailed herein or the equipment is greater than 10 years old, we will replace the item for you with a competitively priced Evolve Home Services Energy Star rated rental heating and/or cooling unit. All payments made to date (excluding taxes) will be applied towards the rental payments of new equipment from Evolve Home Services, up to a maximum of \$500 per heat source or cooling source.

8. CANCELLATION – You may cancel this service plan at any time upon 30-days' notice prior to the automatic annual renewal. On cancellation the customer is responsible for the balance of the payments to be made on your current term – for clarification this agreement is separate from any rental equipment agreement that may be in place and these cancellation terms are exclusively for this protection plan. This protection plan will expire on receipt of such Notice unless you otherwise set out therein. Your account must be in good standing and up to date in order to process your cancellation. For convenience, your plan will automatically renew on an annual basis unless you choose to cancel as set out herein.

9. BILLING AND PAYMENT – You agree to be billed effective from the date this Agreement is signed (the "Effective Date"). You acknowledge that your billing cycle will be monthly, unless otherwise agreed, and agree to pay the specified monthly payment amount set out herein and you agree to make payments in accordance with the biller's billing schedule and that will usually be one (1) payment per month, billed on you monthly gas bill or through a service provider. Your first two (2) years of payments will be waived so long as your account is in good standing. The current bundle price for New Home Maintenance & Protection Coverage is \$44.99 per month plus applicable taxes. Should you unbundle this offer or receive equipment that includes service and/or maintenance, individual pricing is as follows, Heating Protection: \$13.99, Cooling Protection: \$13.99, Heating Maintenance: \$13.99, Cooling Maintenance: \$13.99. You agree that Evolve Home Services may bill by any method provided to the Company and include these charges along with any other charges you may be billed by Evolve as one lump sum monthly price. You will make all of the payments due under this Agreement, including taxes, and other charges, in a timely manner and will pay interest on any late payments at interest rates that the biller may set, acting reasonably. Unless otherwise notified by Evolve Home Services, any increase in the monthly payment amount above the price outlined herein shall be limited to no more than 4.99% annually. Your charges are due 15 days after the bill issue date on your bill. You will pay us on demand interest on all amounts payable by you (including interest) and not paid when due, both before and after judgment, at a rate equal to 1.5% per month (or 19.6% per annum), compounded monthly. You will be charged \$25 for any cheque that is returned unpaid by your bank or for any PAD that cannot be processed for any reason. All named homeowners are a party to this agreement and are jointly and severally liable for any and all debts incurred by virtue of the performance of any obligations under this Agreement. Should your payment details change, you must notify Evolve Home Services as soon as possible by telephone at 1-866-668-4822 or by mail to 6 Eglinton Ave. E., Suite 200, Toronto, Ontario, M4P 1A6 or via email at service@evolvehs.com.

10. PRE-AUTHORIZED DEBIT AND ENBRIDGE BILLING – If you selected the pre-authorized debit ("PAD") payment option, the following terms will apply to your PAD. You authorize us to debit the bank account provided in the PAD Authorization Form and/or identified on the cheque you delivered to us, for all payments under this Agreement on the date of the month you have selected on the first page of this Agreement. You further grant us the authority to debit such bank account payments in variable amounts and/or one-time payments from time to time for payment of the amounts arising under this Agreement. We will obtain your authorization for any onetime or sporadic debits. At any time, you may authorize us to issue a sporadic PAD against your bank account for payment of a specified amount in accordance with your instructions. This is an authorization for personal PADs. You may cancel this authorization by providing us with at least thirty (30) days written notice prior to the next scheduled debit from your bank account. You may obtain a sample cancellation form, or further information on your right to cancel this PAD agreement, at your financial institution or by visiting www.payments.ca. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.payments.ca. You hereby agree to waive pre-notification of (a) the date and the amount of the first PAD to be debited from your bank account, (b) each PAD (in the case of variable amount payments) and (c) any changes in the amount of a PAD. If this PAD agreement is entered into electronically, we are required to verify details provided by you in connection with a PAD agreement and provide you with written confirmation of this PAD authorization (the "Confirmation") at least fifteen (15) days before the due date of the first PAD. You agree to the reduction of the period between Confirmation and the due date of the first PAD to three (3) days. You must promptly provide us with prior notice of any changes to your payment information and in any event provide us with at least five (5) days prior notice. If you terminate your PAD authorization in accordance with this Section 8 or if you terminate any other method of payment under this Agreement, including the Enbridge Billing Service Option, you acknowledge and agree that such termination shall not relieve you of your obligations under this Agreement and, upon such termination, you shall make all payments using another payment method acceptable to us. Enbridge Billing: If you select the Enbridge Billing Service Option Evolve Home Services' charges will appear in the "Other Companies" section of your Enbridge Gas Distribution Bill. These offers and claims are made by Evolve Home Services alone. Evolve Home Services is not owned by or affiliated with Enbridge Inc or Enbridge Gas Distribution. You agree to switch to PAD should we discontinue the Enbridge Billing Service Option.

11. ASSIGNMENT – Evolve Home Services may assign this Agreement at its sole discretion at any time, and without the consent of or notice to you, as and by way of security or absolutely, all or any portion of our right, title, and interest in this Agreement, the Product(s) described herein and in the pre-authorized or other payment authorization granted by you, including as security for loan or other financing arrangement, provided that we may not assign or transfer any pre-authorized debit authorization granted by you in this agreement, directly or indirectly, by operation of law or otherwise, without providing at least ten (10) days prior written notice to you. You may not assign this Agreement without our prior written consent.

12. UNAVAILABILITY OR EQUIVALENT PARTS – Should Evolve Home Services be unable to acquire the particular part to repair your equipment, 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 and in many cases it may not be feasible to continue using the damaged equipment. In the rare event that Evolve Home Services is unable to source the necessary part or an equivalent part, Evolve Home Services shall not be held liable for such part replacement or for any resulting damages. Evolve Home Services retains sole discretion with respect to parts replacement or equivalent substitutes and installation of new equipment if required. As mentioned, your monthly payments will be applied towards the cost of installation of any new rental Evolve Home Services equipment deemed necessary by our licensed technicians.

13. LIMITED LIABILITY – Evolve Home Services is a service provider and as such we are not the manufacturer or supplier of the heat source or the cooling source. Evolve Home Services makes no representations, warranties or conditions as to the performance of equipment that is not Evolve Home Services Equipment nor shall it be liable for any loss, damage or injury of any type arising out of or related to this Agreement or caused or contributed in any way by the use and operation of the heat source and/or the cooling source or any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If Evolve Home Services is prevented from performing any of its obligations under this Agreement due to unforeseen circumstances that are beyond its control, Evolve Home Services shall be excused from the performance of such obligations for the duration of such circumstances or events and Evolve Home Services shall not be liable to you for such failure to perform. These plans do not cover any losses, repairs or replacements arising from abuse, accidental or deliberate damage, theft, vandalism, fire, flood, earthquake, other natural disasters, acts of war, acts of God, unauthorized repair, if the equipment has been turned off, improper thermostat setting, or household gas and electrical problems. You, the customer, agree to indemnify Evolve Home Services from all claims, losses and costs that we may suffer or pay, or may be required to pay, including legal expenses, in connection with the heat source, the cooling source, this Agreement or the use and operation of either unit, including any claims against us for any injury or death to individuals or damage to property. You will pay, when due, all taxes and other charges imposed by any governmental authority on or in connection with this Agreement or your payments made under it.

14. SALE OF PREMISES – If you sell or transfer the Premises: (a) you shall provide the purchaser with prior notice that they may assume this agreement; (b) you shall provide us with prior written notice of the intended sale or transfer and the purchaser's name; and (c) you shall pay all amounts you owe to us under this Agreement prior to the effective date of the sale. You authorize us to respond to any information requests relating to your account made by or on behalf of the purchaser.

15. MISCELLANEOUS – (a) Further assurances. You will provide all necessary further assurances, do all acts and sign all documents as we may require from time to time to give effect to this Agreement and to protect our rights hereunder. (b) Severability. A provision of this Agreement which is void or unenforceable in any jurisdiction is, as to that jurisdiction, void only to the extent of such provisions, without invalidating the remaining provisions or the invalid provision with respect to any other jurisdiction. (c) Interpretation. The captions, titles and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope of intent of the Agreement or its effect. (d) Governing law. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and laws of Canada applicable therein. (e) Time of essence. Time is of the essence of this Agreement. (f) Entire agreement. This document, including the first page which indicates the specific Product to be leased, constitutes the entire Agreement between you and us with respect to its subject matter and may be amended only by written documentation signed by both parties. (g) Remedies cumulative. All of our rights are cumulative and not alternative and may be exercised by us separately or together in any part or combination. (h) Information requests. Information requests by any person(s) other than you shall be verified and subject to reasonable administration charges as set from time to time by us. (k) Copy and delivery of agreement. We will retain a copy of this Agreement in electronic form only. The email address provided by you on the first page of this Agreement is your correct email address and you agree that the delivery of an electronic copy of this Agreement, including portable document format, shall constitute delivery under all applicable law including, without limitation, the Consumer Protection Act (Ontario). You agree that a facsimile and/or imaged copy is enforceable in a court of law. (l) Counterparts. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

16. REGARDING INFORMATION: You consent to our collection of your credit, financial and related personal information, and to the exchange of this information between us, credit bureaus, financial institutions, our subsidiaries and affiliates and other persons with whom you have had or may have financial dealings, and to our use of this information for the purposes of: verifying and evaluating your creditworthiness and other information you provide to us in connection with your account (including verifying your identity for regulatory compliance purposes); establishing, servicing and collecting on your account; providing the products and services you request; providing credit references; communicating with you for these purposes; and meeting legal, regulatory, audit, processing and security purposes, and as otherwise permitted or required by law. Evolve Home Services and our affiliates assume that you consent to our use of your contact information to provide you with occasional information about other products and services offered by us. However, you may refuse consent for this purpose by contacting us at any time by calling 1-866-668-4822. Evolve Home Services privacy policy is available at <http://www.evolvehomeservices.ca/privacy>. Thank you for choosing Evolve Home Services. We look forward to meeting your home protection plan needs. For more details on your plan benefits call: 1-866-668-4822 or visit www.evolvehomeservices.ca.