

## WORRY-FREE REWARDS PROGRAM TERMS & CONDITIONS

The Worry-Free Rewards Program (the "Program") is offered in connection with your Premier Program® Account ("Account") and exclusively for Premier Program Account Holders ("Account Holder"). The Program allows you, the Customer (the primary applicant who applied for the Account), to earn Worry-Free Rewards Points ("Rewards") in accordance with and subject to the following Terms and Conditions ("Terms"). Please keep a copy of these Terms for your records.

- 1. REWARDS: You can earn Rewards for each on-time monthly payment that you make while enrolled in Autopay during the scheduled term ("Term") of your Agreement or any extension term thereof, not to exceed the first 120 months of your Agreement. Certain Transactions are not eligible for Rewards under this program. Rewards are calculated by Comfort Connect at the end of each calendar quarter by first taking the total dollar amount of all on-time monthly payments made by you (and received by Comfort Connect) while enrolled in Autopay during such calendar quarter and then subtracting the net amount of any Transactions that posted during the calendar quarter. That total is the net amount of on-time monthly payments made by you while enrolled in Autopay. Comfort Connect then calculates Rewards based upon that net amount multiplied by 10.0%. As an example, an Account Holder who made on-time payments while enrolled in Autopay of \$250 and had \$50 of net Transactions posted during a calendar quarter (\$250 \$50 = \$200 net amount \* 10.0%) may, subject to Section 6 below, qualify to receive 20 Rewards. The Rewards are not cash or cash equivalents and do not earn interest or dividends. Comfort Connect reserves the right, in its sole discretion, to determine what transactions qualify for Rewards, to determine the amount of Rewards earned, and to make adjustments to your Rewards Account.
- 2. VALUE OF REWARDS: Rewards have no cash value until such time that an Account Holder requests and redeems available Rewards. One Reward is equal to \$1. There is no minimum or maximum Rewards amount that you can earn. You may not assign, transfer, barter, or pledge your Rewards in any manner, and you have no property rights or any other legal ownership interest in Rewards. Comfort Connect is the owner of all Rewards until such time that they are redeemed. You, the Account Holder, are solely responsible for any tax consequences that may be associated with your Rewards. Please consult with your tax advisor, as Comfort Connect does not provide tax advice.
- **3. REDEEMING REWARDS:** Rewards are eligible to be redeemed by you once Comfort Connect has posted them to your Rewards Account, which will occur within thirty (30) days of the end of each calendar quarter. If you are the Customer, you can obtain your Rewards balance and redeem Rewards by contacting Comfort Connect at 888.342.7005. Rewards may be used exclusively towards:
- (a) entering into a new Premier Program account for (i) HVAC, (ii) tank water heaters, (iii) tankless water heaters, (iv) water filtration and/or purification, (v) standby generators, and/or (vi) other such products or services that may be offered from time-to-time under the Premier Program;
- (b) exercising your (i) Purchase Option at the scheduled end of your Agreement or (ii) Extension Purchase Option during any extension term of your Agreement; or
- (c) donating (i) at the scheduled end of your Agreement or (ii) during any extension term of your Agreement, to a sustainability-focused, charitable organization (a "Non-Profit") with whom Comfort Connect Financial, LLC d/b/a Comfort Connect has partnered to accelerate decarbonization.

In the case of a Rewards redemption under 1) Section 3(a) above, the amount of Rewards redeemed will be applied equally to the scheduled monthly payments due under your new Premier Program account in the form of a monthly credit, 2) Section 3(b) above, the amount of Rewards redeemed will be applied in full to the Purchase Option Price or Extension Purchase Option Price, as applicable, due under your Agreement, and any remaining Rewards will be forfeited, or 3) Section 3(c) above, the amount of Rewards redeemed will be applied in full to a donation to the Non-Profit that you select, subject to a maximum total donation of \$500 per Account.

Account Holders with more than one Account may not combine Rewards earned on different Accounts at the time of Rewards redemption.

- 4. NO EXPIRATION: Your Rewards will not expire. They may, however, be suspended or forfeited in accordance with these Terms.
- **5. RIGHT TO CHANGE TERMS:** Comfort Connect may revise these Terms at any time, up to and including termination of the Program, without providing you with advance notice of such revision. This includes the determination of what kinds of transactions qualify for Rewards. If Comfort Connect chooses to terminate the Program, any unredeemed Rewards you have earned will be retained by you for use pursuant to these Terms.

- **6. RESTRICTIONS:** Rewards may be earned and are redeemable only when your Account is open and current, meaning that you are not past due in any way whatsoever in making a payment due to Comfort Connect. Comfort Connect reserves the right to determine, in its sole discretion, whether an Account meets all qualifications for earning and redeeming Rewards, and also reserves the right to prohibit any Account Holder from participating in the Program. Comfort Connect may suspend and/or cancel an Account Holder's participation in the Program, including forfeiture of any Rewards, if Comfort Connect determines that Account Holder has acted in any manner that reflects suspicious or fraudulent activity, or that in any way is abusive of the Program. Rewards that are forfeited, for any reason, may not be reinstated, and you are not entitled to compensation for any suspended or forfeited Rewards. Comfort Connect will not notify you of any forfeiture of Rewards. Comfort Connect's decision not to enforce any rights it has under these Terms does not waive its right to enforce them at a later time.
- **7. REWARDS ADJUSTMENTS:** Cancelling your Account, disputing a monthly payment, or receiving a refund of a monthly payment may result in a credit being applied to your Account. This could reduce any accumulated Rewards, and may cause a negative Rewards Account balance. Any Rewards earned thereafter will first be applied to bring the Rewards Account balance to zero.
- **8. CLOSURE OR TRANSFER OF ACCOUNT:** If your Account is closed, terminated, or transferred for any reason, any Rewards accrued will be forfeited. Rewards must be redeemed in accordance with these Terms prior to Account closure, termination, or transfer.
- **9. DECEASED ACCOUNT:** Upon the death of the Customer, if there is no co-applicant on the Account, unredeemed Rewards will be forfeited. If there is a co-applicant on the Account, then upon the death of the Customer any unredeemed Rewards will be retained by the co-applicant for use pursuant to these Terms. Upon the death of the co-applicant, unredeemed Rewards will be forfeited. The estate of the deceased Customer (or co-applicant) will not be eligible to redeem any Rewards, regardless of how the estate was created, and as stated in these Terms, no property right is created in the Rewards.
- **10. GOVERNING LAW:** The laws of the State of Maryland shall govern all aspects of this Program, including these Terms. This Program and any Rewards are void where prohibited by federal, state, or local law. Comfort Connect has no obligations in regard to this Program other than those stated in these Terms.
- 11. COMFORT CONNECT AGREEMENTS: These Terms and this Program do not alter any other agreement that you have with Comfort Connect. Your Agreement will continue to apply, and any conflict between the Agreement and these Terms shall be resolved in favor of the Agreement for any matter that pertains to your Account.
- 12. LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL COMFORT CONNECT, ITS RELATED COMPANIES, PARENTS, SUBSIDIARIES, AFFILIATES, AND RESPECTIVE AGENTS AND THEIR AGENCIES, SUPPLIERS AND OTHER COMPANIES INVOLVED IN THE DEVELOPMENT OR EXECUTION OF THE PROGRAM ("RELEASEES") BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM, OR POINTS OR REWARDS OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY PARTICIPATING IN THE PROGRAM, AN ACCOUNT HOLDER WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.
- **13. ARBITRATION; CLASS WAIVER:** As a condition of participating in this Program, Account Holder agrees that any and all disputes, claims, and causes of action arising out of or connected with this Program, or any Rewards earned or obtained through the Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association. Arbitration will take place in Montgomery County, Maryland.

These Terms constitute the entire agreement between Comfort Connect and Account Holder pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms which will otherwise remain in full force and effect.

## **DEFINITIONS:**

Agreement – The Premier Program™ Agreement entered into between you and Service 1st Premier I, LLC.

<u>Autopay</u> – The preauthorized automatic deduction of your Premier Program monthly payment by Comfort Connect from your selected bank account, credit card, or debit card.

Non-Profit – A 501(c)(3) tax exempt organization that is focused on promoting decarbonization and global sustainability goals; as of the date hereof, Service 1st Financial, LLC d/b/a Comfort Connect currently partners with the following 501(c)(3) organization(s): One Tree Planted (https://onetreeplanted.org/).

<u>Transaction</u> - Late payments, returned payments, sales and use taxes, account fees (including, but not limited to, non-sufficient fund (NSF) fees, returned payment fees, and other similar charges), and any payments made by you while not enrolled in Autopay.