

TERMS OF SERVICE AGREEMENT

Armor Home Warranty
P.O. Box 970151
Waipahu, HI 96797

TERMS OF SERVICE AGREEMENT

This Residential Services Contract (“Agreement”) is between the Armor Home Warranty (“AHW”) and you. Throughout this Agreement, the words “you” and “your” refer to the “Contract Holder” shown on the Coverage Summary Page. The words AHW and “our” refer to the Armor Home Warranty Corp. This is a Residential Services Contract, not an insurance policy. During the Service Period, AHW will arrange for an AHW Authorized Service Contractor (“Service Contractor”) to repair or replace the systems and appliances as stated on your Contract Coverage Summary Page, in accordance with the terms and conditions of this Agreement. This Agreement is intended to provide protection against the cost of repairing certain types of mechanical breakdowns of specific items in your home. Various provisions in this Agreement restrict benefits - please read the Agreement carefully to determine your rights, duties, and what is and is not included in the services.

A. SERVICE

During the Service Period (defined below), our sole responsibility will be to arrange for a qualified, authorized service contractor (“Service Provider”) to repair or replace (up to certain limits set forth below), the systems and components mentioned as “Included” in accordance with the terms and conditions of this contract so long as such systems and components:

1. Are located inside the boundary of the main foundation of the home or the garage on the same property (with the exception of the exterior septic tank pumping and air conditioner); and
2. Become inoperative due to normal wear and tear; and
3. Are in place and in proper working order on the Effective Date (defined below) of this Agreement. The services provided hereunder do not include service to repair, maintain, improve, replace, or fix issues that existed prior to the Effective Date of this Agreement. This Agreement covers single-family homes (including manufactured homes), new construction homes, condominiums, townhomes, and mobile homes under 5,000 square feet, unless an alternative dwelling type (i.e. above 5,000 square feet or multi-unit home) is applied, and an appropriate fee is paid. The services provided hereunder is for occupied, owned or rented residential property, not commercial property or residences used as businesses, including, but not limited to, day care centers, fraternity/sorority houses, and nursing/care homes. The serviced provided are subject to limitations and conditions specified in this Agreement. Please read this Agreement carefully. NOTE: This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty.
4. In order to receive ‘In Escrow Pricing’, AHW requires client submission of the home inspection report and payment in full. This Agreement becomes effective upon receipt of home inspection report AND payment in full (the “Effective Date”). AHW will be responsible for verification of escrow status.
5. In the event that you requests payment to be made through escrow from realtor proceeds, AHW will provide a copy of the invoice to escrow using information received from the intake process.
6. AHW has the right to make an inspection, at AHW’s expense, prior to the Effective Date. As a policy, AHW’s services provided hereunder will not include any items not meeting AHW’s policy standards, defective, or described to be as at the end of life span during the inspection.

B. SERVICE PERIOD

1. The service period (“Service Period”) starts 30 days after acceptance of application by AHW and receipt of applicable contract fee and continues for 365 days from that date. Your Service Period may

begin before thirty (30) days if we receive proof of home warranty coverage, showing no lapse of coverage, through a licensed carrier offering the same within fifteen (15) days of the order date.

2. The Agreement term (the dates that the Agreement is in effect), Your contract fee, Your Service Fee, and Your equipment, systems, and appliances that are subject to this Agreement, are set forth in Your Coverage Details. Your contract fee is due and payable as Your Coverage Details specify, and Your Service Fee is due and payable upon a request for service as described in Section C (4) below. Additional costs may apply in accordance with other sections of this contract.

3. Notice of any service request must be submitted to AHW prior to expiration of this contract.

C. SERVICE CALLS - TO REQUEST SERVICE: 808-400-4577

1. You or Your agent (including tenant) must notify AHW for work to be performed under this Agreement as soon as the problem is discovered. We will accept service calls 24 hours a day, 7 days a week, 365 days a year at 808-400-4577. Notice of any request for service must be given to AHW prior to expiration of this contract.

2. Upon request for service, AHW will contact an authorized Service Provider within two (2) days during normal business hours and four (4) days on weekends and holidays. The authorized Service Provider will contact You to schedule a mutually convenient appointment during normal business hours. AHW will determine, in its sole discretion, what situations constitute an emergency and will make reasonable efforts to expedite emergency service. If You should request AHW to perform non-emergency service outside of normal business hours, You will be responsible for payment of additional fees and/or overtime charges.

3. We have the sole and absolute right to select the Service Provider to perform the service; and We will not reimburse for services performed without our prior written approval.

4. You will pay up to a trade service call fee ("Service Fee"), as specified in Your Coverage Details. The Service Fee is for each visit by Our approved Service Provider, except as noted in Section C(5), and is payable to Our approved Service Provider at the time of each visit. The Service Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The Service Fee also applies in the event You fail to be present at a scheduled time, or in the event You cancel a service call at the time a Service Provider is in route to Your home or at Your home. Failure to pay the Service Fee will result in suspension or cancellation of coverage until such time as the proper Service Fee is paid. At that time, coverage may be reinstated; however, the contract term will not be extended.

5. If service work performed under this Agreement should fail to meet reasonable, industry standards for the services performed, then AHW will make the additional necessary repairs without an additional trade service call fee for a period of ninety (90) days on parts and thirty (30) days on labor.

D. SCOPE (MAY VARY DEPENDING ON PLAN)

The scope of the services provided hereunder ("Scope") is for no more than one unit, system, or appliance, unless additional fees are paid. If no additional fees are paid, covered unit, system, or appliance is at AHW's sole discretion; certain limitations of liability apply to systems and appliances as stated herein.

The Agreement covers only mechanical failures relating to the mechanical parts and components of those domestic-grade items that were in the home and in proper operating condition and permanently installed and do not have defective conditions prior to the Effective Date.

1. CLOTHES DRYER

Services provided hereunder include services to clothes dryers, including all components and parts due to normal wear and tear, except as described below:

EXCLUDED: Noise, Venting, Lint screens, Knobs dials and switches, Doors, Door seals, Hinges, Glass, Leveling and balancing, Damage to clothing, latch assemblies, odors, and drawers.

AHW will pay up to \$800.00 for diagnosis, replacement, repair, and labor.

2. CLOTHES WASHER

Services provided hereunder include services to clothes washers, which include all components and parts due to normal wear and tear, except as described below:

EXCLUDED: Noise, plastic mini-tubs, soap dispensers, filter screens, knobs, dials and switches, door seals, hinges, glass, leveling and balancing, damage to clothing, latch assemblies, warping, drawers, touch pads.

AHW will pay up to \$800.00 for diagnosis, replacement, repair, and labor.

3. KITCHEN REFRIGERATOR

Services provided hereunder include repairs to a single primary refrigerator located in the kitchen, including all components and parts due to normal wear and tear (including integral freezer unit), except as described below:

EXCLUDED: Racks, Shelves, Lighting and handles, Freon, Ice makers, ice crushers, beverage dispensers and their respective equipment, Water lines and valve to ice maker, Line restrictions, Leaks of any kind, Interior thermal shells, Freezers which are not an integral part of the refrigerator, Wine coolers or mini refrigerators, Food spoilage, Doors, Door seals and gaskets, Hinges, Glass, Audio/Visual equipment and internet connection components.

AHW will pay up to \$1,200.00 for diagnosis, replacement, repair, and labor during contract terms. The limitation in the preceding section can be increased with additional cost for refrigerator built-in units with dual compressors (Sub-Zero type). See optional Scope.

4. AIR CONDITIONING/COOLER

Services provided hereunder include air conditioning/cooler units with less than (but not greater than) five (5) ton capacity.

Services for air conditioners/coolers include ducted electric central air conditioning, ducted electric wall air conditioning, mini splits. All components and parts, for units below 13 SEER and when we are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant, except as described below:

EXCLUDED: Gas air conditioning systems, Condenser casings, Registers and Grills, Filters, Electronic air cleaners, Window units, Non-ducted wall units, R22 units, Water towers, Humidifiers, Improperly sized units, Chillers, All exterior condensing, cooling and pump pads, Roof mounts, jacks, stands or supports, Condensate pumps, Commercial grade equipment, Cost for crane rentals, Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications, Improper use of metering devices, Thermal expansion valves, Refrigerant conversion, Leak detections, Water leaks, Drain line stoppages, Maintenance, Noise. No more than two systems covered unless purchased separately at time of enrollment. We are not responsible for the costs associated with matching dimensions, brand or color made. We will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment. We are not liable for repair or replacement of conditions caused by chemical or sedimentary build up, rust or corrosion, mildew, mold, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer.

AHW will pay up to \$2,500.00 for diagnosis, replacement, repair, and labor.

5. HEATING SYSTEM OR BUILT-IN WALL UNIT

Services provided hereunder include services to a main source of heat to a residential home not to exceed 5 (five) ton capacity.

Services for a heating system or built-in wall unit includes all components and parts necessary for the operation of the heating system. For units below 13 SEER and when AHW is unable to facilitate repair/replacement of failed, covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant, except as described below:

EXCLUDED: All components and parts relating to geothermal, water source heat pumps -- such as, but not limited to, outside or underground piping, components for geothermal and/or water source heat pumps, re drilling of wells for geothermal and/or water source heat pumps, and well pump and well pump components for geothermal and/or water source heat pumps - access, radiators or valves, baseboard casings, radiant heating, dampers, valves, fuel storage tanks, portable units, solar heating systems, fireplaces and key valves, filters, line dryers and filters, oil filters, nozzles, or strainers, registers, backflow preventers, evaporator coil pan, primary or secondary drain pans, grills, clocks, timers, add-ons for zoned systems, heat lamps, humidifiers, flues and vents, improperly sized heating systems, mismatched systems, chimneys, pellet stoves, cable heat (in ceiling), wood stoves (even if only source of heating), calcium build-up, and maintenance.

AHW will pay up to \$800.00 for diagnosis, replacement, repair, and labor.

6. WATER HEATER (Gas and/or Electric)

Services provided hereunder include all components and parts for one heating unit, including circulating pumps due to normal wear and tear, except as described below:

EXCLUDED: Access, Insulation blankets, Pressure reducing valve, Sediment build-up, Rust and corrosion, Main, Holding or storage tanks, Vents and flues, Thermal expansion tanks, Low boy and/or Squat water heaters, Solar water heaters, Solar components, Fuel, holding or storage tanks, Noise, Energy management systems, Commercial grade equipment and units exceeding 75 gallons, Drain pans and drain lines, Tankless water heaters.

AHW will pay up to \$500.00 for diagnosis, replacement, repair, and labor during contract terms.

7. ELECTRICAL SYSTEM

Services provided hereunder include services relating to Plugs (including GFCI), light switches, wiring, circuit breaker, fuses, panels and sub panels, junction boxes, and conduit, except as described below:

EXCLUDED: Fixtures - Dimmable light switches, upgrade to GFCI, AFCI, Carbon monoxide alarms, smoke detectors, detectors or related systems - Intercoms and doorbell systems associated with intercoms - Inadequate wiring capacity - Solar power systems and panels - Solar Components - Energy Management Systems - Direct current (D.C.) wiring or components - Attic exhaust fans - Commercial grade equipment - Auxiliary or sub-panels - Broken and/or severed wires - Rerunning of new wiring for broken wires - Wire tracing - Garage door openers - Central vacuum systems - Damages due to power failure or surge - Circuit Overload.

AHW will pay up to \$500.00 for diagnosis, replacement, repair, and labor during contract terms.

8a. PLUMBING SYSTEM

Services provided hereunder include services relating to Toilet tanks, bowls and mechanisms (replaced with builder's grade as necessary), toilet wax ring seals, Cartridge replacement for shower and tub valve, angle stops, gate valves, waste and stop valves, Kitchen and bathrooms faucet replacement (see limits for pricing), due to normal wear and tear except as described below:

EXCLUDED: All piping and plumbing outside of the perimeter of the foundation; breaks in/collapse of water, waste, drain, or vent lines; any damage caused by freezing or roots; faucets and fixtures if

damage is due to calcification and damage; bathtubs and showers; shower and tub enclosures and base pans; showerheads; shower arms; sinks; toilet lids and seats; caulking or grouting; color or purity of the water in the system; noise; water softeners; pressure regulators; inadequate or excessive water pressure; flow restrictions in fresh water lines caused by scale, rust, minerals and other deposits or any pre-existing condition; corrosion or chemical deposits; exterior hose bibs; polybutylene plumbing; water supply lines to the refrigerator; holding, storage and pressure tanks; pressure regulating devices; laundry tubs; bidets; jet plumbing; indoor/outdoor sprinkler systems; booster pumps; conditions of electrolysis; repair and finish of any walls, floors or ceilings where it is necessary to break through to effect repairs or diagnosis; septic tanks and systems in or outside of the home; sewage ejector pumps; sewer and water laterals; wells and well pumps; solar systems; water conditioning equipment; main shut off valve; water damage; water filters; water purification systems; whirlpool bathtubs/hot tubs, spas, saunas or steam rooms and their respective plumbing and mechanical components; are not covered.

AHW will pay up to \$750.00 for diagnosis, replacement, repair and labor during the Service Period. Kitchen faucet finish material limit is \$125.00; Bathroom faucet finish material limit \$75.00.

8b. PLUMBING LEAKS

Services provided hereunder include repair of leaks and breaks in toilet flange, waste lines, drain lines, vent line and water line due to normal wear and tear within the main foundation of the home except as described below:

EXCLUDED: All damage caused by roots, freezing, or foreign objects; collapse of water, drain, waste or vent lines; shower pans, shower walls and tubs; polybutylene plumbing; unworkmanlike plumbing, improper existing repairs; repair and refinishing of any walls, floors or ceilings where access is necessary to complete plumbing repairs; piping outside of the perimeter of the foundation of the home, water line and drain lines embedded the foundation of the home or crawl space, water supply lines to the refrigerator

AHW will pay up to \$500.00 for diagnosis, replacement, repair and labor during the Service Period.

8c. PLUMBING STOPPAGE

Services provided hereunder include services relating to the clearing of sink, bathtub, shower and toilet Stoppages/Clogs in drain and sewer lines up to 50 feet from access point (with a standard sewer cable) with accessible clean out, p-trap, drain or overflow, and removal of toilet for toilet stoppage ONLY. Mainline stoppages are ONLY covered if there is an accessible ground level clean out. The following are excluded from the services provided:

EXCLUDED: Stoppages and clogs in drain and sewer lines that cannot be cleared by cable or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 50 feet of access point), Access to drain or sewer lines from vent or removal of toilets, cost to locate, access or install ground level clean out, Slab leaks, Septic tanks - Sewage ejector pumps - Water softeners - Pressure regulators - Inadequate or excessive water pressure - Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

AHW will pay up to \$500.00 for diagnosis, replacement, repair and labor during the Service Period.

9. BUILT-IN MICROWAVE

Services provided hereunder include all components and parts due to normal wear and tear, except as follows:

EXCLUDED: Doors, Hinges, Handles, Door glass, Lights, Interior linings, Trays, Clocks, Shelves, Portable or counter top units, Arcing, Meat probe assemblies, Rotisseries.

AHW will pay up to \$500.00 for diagnosis, replacement, repair and labor during the Service Period.

10. OVEN/RANGE/STOVE/COOKTOP (Gas or Electric; Built-in, Portable or Free Standing).

Services provided hereunder include all components and parts due to normal wear and tear, except as follows:

EXCLUDED: Clocks (unless they affect the cooking function of the unit), Meat probe assemblies, Rotisseries, Racks, Handles, Knobs, Door seals, Doors, Hinges, Lighting and handles, Glass, Sensi-heat burners will only be replaced with standard burners.

AHW will pay up to \$750.00 for diagnosis, replacement, repair and labor during the Service Period.

11. DISHWASHER

Services provided hereunder include components and parts due to normal wear and tear, except as follows:

EXCLUDED: Racks, Baskets, Rollers, Hinges, Handles, Doors, Door gaskets, Damage caused by broken glass, Cleaning, removable accessories.

LIMITS: AHW will pay up to \$600.00 for diagnosis, replacement, repair and labor during the Service Period.

12. GARBAGE DISPOSAL

Services provided hereunder all components and parts due to normal wear and tear, except as follows:

EXCLUDED: Problems and/or jams caused by bones, glass, or foreign objects other than food.

LIMITS: AHW will pay up to \$350.00 for diagnosis, replacement, repair and labor during the Service Period.

13. CEILING FANS AND LIGHT FIXTURE

Services provided hereunder include all labor and installation costs for light fixtures and ceiling fans. Due to the depth of variety in fixtures and ceiling fans, policy owner will be responsible for providing the new fan or fixture prior to the tech performing replacement work, except as follows:

EXCLUDED: Fans, Blades, Belts, Shutters, Filters, Lighting. Note: Builder's standard is used when replacement is necessary.

AHW will pay up to \$500.00 for diagnosis, replacement, repair and labor during the Service Period.

14. DUCTWORK

Services provided hereunder include services to duct from heating unit to point of attachment at registers or grills due to normal wear and tear, except as follows:

EXCLUDED: Registers and grills, Insulation, Asbestos-insulated ductwork, Vents, flues and breaching, Ductwork exposed to outside elements, Improperly sized ductwork, Separation due to settlement and/or lack of support, Damper motors, Diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment. We will provide access to ductwork through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition with respect to concrete covered, embedded, encased, or otherwise inaccessible ductwork.

AHW will pay up to \$500.00 for diagnosis, replacement, repair and labor during the Service Period.

15. GARAGE DOOR OPENER

Services provided hereunder include all components and parts due to normal wear and tear, except as follows:

EXCLUDED: Garage doors, door panels, batteries, hinges, damage caused by door malfunctions, remotes, light bulb, frequency interference, guides, cables, Springs, Sensors, Chains, Travelers, Tracks, Rollers, Remote receiving, noises, light, sending unit, exterior mounting keypads and/or transmitting devices

AHW will pay up to \$500.00 for diagnosis, replacement, repair and labor during the Service Period.

16. GREEN / ENERGY EFFICIENT

If a covered system or appliance (limited to Clothes Washer, Clothes Dryer, Refrigerator, Dishwasher, Heating System, and Water Heater) fails to operate as described above and subject to all other contract inclusions, exclusions and limitations, and it cannot be repaired, AHW will replace the appliance with an ENERGY STAR qualified product (subject to availability, exclusions and limitations), one with similar and like features as existing appliance, except as follows:

EXCLUDED: All other contract limitations of liability and exclusions apply.

AHW will pay up to \$500.00 for diagnosis, replacement, repair and labor during the Service Period.

E. OPTIONAL SERVICES (Requires Additional Payment)

You may purchase any Optional Services (defined below) within 30 days of the Effective Date. However, the optional services described in this Section E ("Optional Services") shall not become available until receipt of payment by AHW of the additional payment required for Optional Services. Optional Services expire upon expiration of Service Period.

1. SEPTIC TANK PUMPING

The Optional Services provided hereunder relating to septic tank pumping include main line stoppages/ clogs (one time only, and must have existing access or clean out). If a stoppage is due to a septic tank back up, then AMW will pump the septic tank one time during the contract term. Coverage can only become effective if a septic certification was completed within 90 days prior to close of sale. We reserve the right to request a copy of the certification prior to service dispatch. The services provided in this subsection shall be limited as follows:

EXCLUDED: The cost of gaining or finding access to the septic tank and the cost of sewer hook ups, Disposal of waste, Chemical treatments, Tanks, Leach lines, Cesspools, Mechanical pumps/systems.

AHW will pay up to \$200.00 for diagnosis, replacement, repair and labor during the Service Period.

2. CENTRAL VACUUM

The Optional Services provided hereunder relating to a central vacuum includes mechanical system components and parts due to normal wear and tear, except as follows:

EXCLUDED: Hoses, Removeable Attachments, clogged pipes, Ductwork, Hoses, Blockages, Accessories. AHW is not responsible for the cost of gaining access to, or closing access from the floor or walls either to locate the cause of the affected malfunctioning area.

AHW will pay up to \$500.00 for diagnosis, replacement, repair and labor during the Service Period including returning access opening to a rough finish.

3. FREESTANDING FREEZER

The Optional Services provided hereunder include one (1) additional freezer located within the premises of the property, including all parts and components that affect the operation of the unit due to normal wear and tear, except as follows:

EXCLUDED: Ice-makers, crushers, dispensers and related equipment, Internal shell, Racks, Shelves, Glass displays, Lights, Knobs and caps, Dials, Door, Door seals and gaskets, Door hinges, Door handles, Glass, Condensation pans, Clogged drains and clogged lines, Grates, Food spoilage, Freon, Disposal and recapture of Freon, Noises, Smells.

AHW will pay up to \$1,200.00 for diagnosis, replacement, repair, and labor during contract terms. Additional Coverage must be purchased for refrigerator built-in units with dual compressors (Sub-Zero type). See optional Coverage

4. SECOND REFRIGERATOR

The Optional Services provided hereunder include one (1) additional refrigerator located within the home, including all components and parts due to normal wear and tear, including integral freezer unit, except as follows:

EXCLUDED: Racks, Shelves, Lighting and handles, Freon, Ice makers, ice crushers, beverage dispensers and their respective equipment, Water lines and valve to ice maker, Line restrictions, Leaks of any kind, Interior thermal shells, Freezers which are not an integral part of the refrigerator, Wine coolers or mini refrigerators, Food spoilage, Doors, Door seals and gaskets, Hinges, Glass, Audio/Visual equipment and internet connection components.

AHW will pay up to \$1,200.00 for diagnosis, replacement, repair, and labor during contract terms. Additional services must be purchased for refrigerator built-in units with dual compressors (Sub-Zero type). See optional Services

5. SEPTIC SYSTEM

The Optional Services provided hereunder include service to Sewage ejector pump, Jet pump, Aerobic pump, Septic tank and line from house due to normal wear and tear, except as follows:

EXCLUDED: Leach lines, Field lines, Lateral lines, Tile fields and leach beds, Insufficient capacity, Clean out, Pumping.

AHW will pay up to \$500.00 for diagnosis, replacement, repair and labor during the Service Period including returning access opening to a rough finish.

6. REFRIGERATOR BUILT IN UNITS WITH DUAL COMPRESSORS (SUB ZERO TYPE)

The Optional Services provided hereunder include One (1) additional refrigerator located within the home, including all components and parts due to normal wear and tear, including integral freezer unit, except as follows:

EXCLUDED: Racks, Shelves, Lighting and handles, Freon, Ice makers, ice crushers, beverage dispensers and their respective equipment, Water lines and valve to ice maker, Line restrictions, Leaks of any kind, Interior thermal shells, Freezers which are not an integral part of the refrigerator, Wine coolers or mini refrigerators, Food spoilage, Doors, Door seals and gaskets, Hinges, Glass, Audio/Visual equipment and internet connection components. Carpentry work associated with removal and reinstallation of the refrigerator.

AHW will pay up to \$2,500.00 for diagnosis, replacement, repair, and labor during contract terms. Additional Optional Services must be purchased for refrigerator built-in units with dual compressors (Sub-Zero type). See optional Services.

7. APPLIANCE REPLACEMENT COST LIMITATIONS

As an Optional Service, AHW will pay up to the limited price per item included in its services malfunction for access, diagnosis, and repair/replacement of any appliance covered hereunder.

As an Optional Service, AHW will pay up to \$1,000.00 per Period Service for access, diagnosis, repair, or replacement of such plumbing, including returning access openings to a rough finish.

F. TERMS OF SERVICE

1. When repair or replacement services covered by this Agreement are required, you must contact AHW's customer service representatives either by making a claim online 24 hours a day at www.armorhomewarranty.com or by calling AHW at 808-400-4577. AHW's customer service representatives are available 24 hours, 7 days a week. You must notify AHW immediately upon the discovery of a mechanical failure and while the contract is in effect. All repair and/or replacement work covered by this Agreement must be performed by an Service Provider and approved by AHW in advance. Any and all unauthorized work, or work done without prior approval from AHW, will not be covered by this Agreement. Should you contract directly with others or do the work themselves, AHW will not be responsible for that cost. You assume any incurred cost or subsequent damage that may have occurred or have been caused by an unauthorized service contractor.

2. AHW has sole authority and sole discretion to select Service Providers to perform the services hereunder. AHW will provide you with a referral to a Service Provider. AHW will use its best efforts to provide a referral to a service contractor within twelve (12) hours after the service request is received during normal business hours and within twenty-four to forty-eight (24 - 48) hours for requests received after normal business hours and on weekends or holidays. In situations where a Service Provider is not available, AHW may authorize repairs done as a "customer reimbursement". Customer reimbursement means that you will pay for the approved repairs and submit the invoice to AHW for reimbursement of the covered repair cost. AHW does not provide overtime service or pay for the cost thereof. Repairs are scheduled during normal business hours. Should you agree to pay overtime charges, AHW will pay the repair costs applicable to normal business hours, but the overtime labor charges are your responsibility. Any and all claim repairs must be authorized by an AHW agent prior to being made and only at the costs authorized by AHW.

3. This Agreement includes a "Trade Service Call Fee" listed on your Contract Coverage Summary Page that you must pay per repair or replacement. A repair is defined as the necessary work performed to correct a single covered failure for the equipment and components listed as covered on the Contract Coverage Summary Page. A service call includes, without limitation, the action of inspecting, diagnosing, and performing service for the repair or replacement of a malfunctioning item. You will be responsible for and shall pay the Service Provider directly or AHW for the service call and for actual work performed and/or items installed, up to the amount of the Trade Service Call Fee at the time of the visit(s), in a manner acceptable to the Service Provider or AHW. Any amounts due for services performed or parts installed that are not covered under the terms, conditions, provisions, and limitations of this Agreement are also your responsibility and shall be paid directly to the service contractor or AHW by you. If it is determined by AHW agents that the failure is not covered under this agreement, you are responsible for the reimbursement to the service provider for any trip, diagnostic, repair, or replacement charges. This would include any amount in excess of the Trade Service Call Fee. AHW will provide no additional service if a prior Trade Service Call Fee is unpaid. If the Trade Service Call Fee is not paid and a repair or replacement has been performed, you will be liable for all charges including: parts, labor, diagnostics, drive time, arrival fees, court and legal fees, collection costs, etc. for the repair or replacement.

4. You agree to make premises available during normal business hours for the Service Provider to affect needed repairs you requested. You agree to pay our Service Provider any service charge and additional charges assessed by our Service Provider resulting from your failure to provide access and/or for missed appointments. These charges maybe in excess of the Trade Service Call Fee. AHW requires someone eighteen (18) years or older to provide access during normal business hours to affect repairs.

5. Water Heater (Section D.6): Water Heater leak repairs are only included as a service hereunder after thirty (30) days of continuous coverage under an AHW services contract.

6. AHW reserves the exclusive right to make the decision between providing pre-approved reimbursement of itemized costs, or payment back in lieu of repair, or replacement of the covered system or appliance. The decision to provide pre-approved reimbursement of itemized costs or payment back in lieu of repair or replacement is solely AHW's decision. The amount of such payment shall be equal to the approved cost of repair or the estimated cost of replacement (less the Trade Service Call Fee). This amount will be established by AHW at AHW's sole discretion, based on what AHW would have spent on the repair or replacement of the item in question (which may be less than retail or at actual cost) the age of covered items applies when determining depreciation value for cash disbursements. Acceptable proof of your actual itemized documentation supporting that the item in question has been repaired or purchased and replaced must be presented to AHW prior to receiving reimbursement. AHW is not liable to match specific features, dimensions, color or brand name. Once AHW provides reimbursement, AHW's obligation for that item will be fulfilled for the remainder of the Service Period. In cases where parts are not readily available, AHW's obligation is limited to cash, in lieu of the repair or replacement, for the cost of the repair or the remainder of limits as set forth herein for each prospective System and Appliance, whichever is the lower amount. Please note all pre-approved reimbursement of itemized costs or payment back in lieu of repair or replacement are subject to the limitations set in section E for each prospective System and Appliance.

7. AHW is not responsible for payment of any costs in excess of the limitations set herein for each prospective System and Appliance.

8. AHW reserves the right to replace an item subject to its services hereunder rather than repair it. The decision to replace rather than repair items is solely AHW's decision. Should AHW choose to replace an item, the replacement will be the base model that meets all applicable federally-mandated minimal manufacturers' standards, will perform the same primary function, and will have a capacity comparable with the covered item, when available with domestically assembled units. With respect to appliances, AHW will make reasonable efforts to provide replacement items of similar mechanical capabilities and/or efficiency of the original unit, when available. AHW is not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TV, IoTs, or radios in refrigerators. AHW is not liable to provide exact match in dye, lot, type, finishing, or brand. In the event AHW replaces a stainless steel appliance, AHW will match the product with a comparable stainless steel appliance, if available. When replacing systems or appliances, AHW will not be responsible for the installation of the replacement item or the cost of the construction, modifications, carpentry or transitional work made necessary in order to accommodate the replacement, nor for any costs to upgrade or modify items for any reason. Once a system has been replaced, that AHW's obligation with respect to that type of service has been fulfilled for the remainder of the Service Period. Please note all replacements are subject to the applicable limitations described above for each prospective System and Appliance.

9. AHW reserves the right and may require for homes that are sold within twelve (12) months of purchase of an AHW residential services contract, a home inspection report prior to issuing service. For homes that are purchased through a "short sale" or "foreclosure," AHW reserves the right to require a home inspection report prior to providing any service.

10. AHW reserves the right to obtain, at our expense, a second opinion by an authorized service contractor or inspector prior to determining whether you are eligible for the services provided under this Agreement. Whenever an inspection is made, AHW shall have, in its sole determination, either (1) the right to cancel this Agreement and refund the full amount of the Agreement less any costs relating to the services provided hereunder, or (2) exclude certain appliances and/or improvements from the services provided hereunder.

11. All replacements may either be new or factory refurbished and must carry a manufacturer's warranty in order to qualify as a replacement under the terms of this agreement.

G. LIMITATIONS OF LIABILITY

The following are not included: (i) malfunction or improper operation due to rust or corrosion of all systems and appliances, (ii) collapsed ductwork, (iii) known or unknown pre-existing conditions.

1. Neither AHW nor the Service Provider are responsible for providing access to or closing access from any item that is concrete-encased or otherwise obstructed, inaccessible, or may cause bodily injury or property damage to access such item.

2. At times it is necessary to open walls or ceilings to make repairs. The Service Provider will close the opening, and return it to a rough finish condition. Neither AHW nor any Service Provider are responsible and neither shall provide for the restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like.

3. You release and hold AHW and the Service Provider harmless from any cosmetic defects caused by AHW or any obligation to perform routine maintenance. You shall perform all routine maintenance as described by such item's manufacturer.

4. Services relating to electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not included hereunder.

5. You may be charged an additional fee by the Service Provider to dispose of an old appliance, system or component, including, but not limited to the following items: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters, and any system or appliance which contains dangerous or hazardous materials.

6. Neither AHW nor the Service Provider are liable, and you shall release and hold harmless AHW and the Service Provider, for services involving hazardous or toxic materials including but not limited to mold, lead paint, or asbestos, nor costs or expenses associated with refrigerant recovery, recycling, reclaiming or disposal. AHW is not liable for any failure to obtain timely service due to conditions beyond AHW's control, including, but not limited to, labor difficulties or delays in obtaining parts or equipment.

7. Neither AHW nor the Service Provider are liable, and you shall release and hold harmless AHW and the Service Provider, for repair of conditions (or delays) caused by chemical or sedimentary build up, rust or corrosion, mildew, mold, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightening, mud, earthquake, soil movement, soil settlement, settling of home, storms, accidents, pest damage, acts of God, or failure due to excessive or inadequate water pressure.

8. AHW shall determine, in its sole discretion, whether a system or appliance will be repaired or replaced. AHW is responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. Neither AHW nor the Service Provider are responsible for and will provide upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component or part thereof or with new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments. If parts are no longer available, AHW will offer a cash payment in the amount of the average cost between parts and labor of the covered repair. AHW has the right to locate parts at any time. For the first thirty (30) days of the contract term, AHW will not replace or reimburse the cost of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, AHW will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair market value of like parts. AHW reserves the right to rebuild a part or component, or replace with a rebuilt part or component.

9. Neither AHW nor the Service Provider are liable, and you shall release and hold harmless AHW and Service Provider, for repairs related to costs of construction, carpentry or other incidental costs associated with alterations or modifications of appliances, components or installation of different equipment and/or systems. Except as required to maintain compatibility with equipment manufactured

to be 13 SEER and/or 7.7 HSPF or higher compliant, neither AHW nor the Service Provider are responsible for and shall not be providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part, including but not limited to efficiency as mandated by federal, state or local governments.

10. Neither AHW nor the Service Provider are responsible, and you shall release and hold harmless AHW and the Service Provider, for repairs related to inadequacy, lack of capacity, improper installation, mismatched systems, oversized systems, undersized systems, previous repair or design, manufacturer's defect, and any modification to the system or appliance.

11. Neither AHW nor the Service Provider are liable, and you shall release and hold harmless AHW and the Service Provider, for normal or routine maintenance. Neither AHW nor the Service Provider will pay for repairs or failures that result from the your failure to perform normal or routine maintenance. For example, You are responsible for providing routine maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement. In the event a claim is denied, and a customer seeks to have AHW review that denial, AHW has the right to request routine maintenance records in reviewing its decision.

12. Neither AHW nor the Service Provider are liable, and you shall release and hold harmless AHW and the Service Provider, for the repair or replacement of commercial grade equipment, systems or appliances. AHW shall pay no more than \$800 in aggregate for a professional series or like appliances such as, but not limited to, brand names such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, GE Monogram, and Thermador, etc.

13. AHW reserves the right to obtain a second opinion regarding anything relating to this Agreement at AHW's expense.

14. Neither AHW nor the Service Provider are responsible, and you shall release and hold harmless AHW and the Service Provider, for any repair, replacement, installation, or modification of any system or appliance arising from a manufacturer's recall or defect of said covered items, nor any covered item while still under an existing manufacturer's, distributor's, or in-home warranty.

15. AHW reserves the right to offer cash in lieu of repair or replacement in the amount of AHW's actual cost (which at times may be less than retail) to repair or replace any covered system, component or appliance.

16. Neither AHW nor the Service Provider are responsible, and you shall release and hold harmless AHW and the Service Provider, for the repair or replacement of any system or appliance or component or part thereof that has been previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials, formula, manufacturing process or other manufacturing defect.

17. AHW will not pay for the repairs or replacement of any systems or appliances if they are inoperable as a result of known or unknown pre-existing conditions, deficiencies and/or defects.

18. You agree that AHW is not liable for consequential, incidental, indirect, secondary, or punitive damages whatsoever in any situation, and you agree to release and hold harmless AHW from the same. You expressly waive the right to all such damages. Your sole remedy under this Agreement is recovery of the cost of the required repair or replacement, whichever is less. You agree that, in no event, will AHW's liability exceed \$800 per contract item for access, diagnosis and repair or replacement. To the extent a dispute arises between you and the Service Provider for services provided pursuant to this Agreement, you agree to contact AHW within 48 hours of such a dispute and provide AHW all relevant information relating to the dispute, and in such cases, AHW shall use commercially reasonable efforts to help resolve the dispute between you and the Service Provider.

19. All services and items provided hereunder have a maximum limit for diagnosis, replacement, repair and labor during the Service Period. If a service estimate exceeds its applicable limit, you will have the option to pay the difference between the service estimate and the applicable pricing to complete repair cost. Payment for repairs must be received prior to the commencement of work.

20. AHW and the Service Provider reserves the right to refuse service in cases where obvious signs of neglect or misuse. AHW and the Service Provider reserves the right to refuse service, in their sole discretion, if the premises (including the occupants and items therein) in which the services are to be provided is unsafe in any manner.

21. AHW and the Service Provider have the right to refuse service, repair or replace items that exceeds such item's manufacturer's lifespan.

22. Neither AHW nor the Service Provider shall be responsible, and you release and hold harmless AHW and the Service Provider, for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

23. Neither AHW nor the Service Provider shall be responsible, and you release and hold harmless AHW and the Service Provider, for the costs associated with matching dimensions, brand or color made. AHW will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment.

24. Neither AHW nor the Service Provider are responsible for any damage or defect relating trim, texture, drywall, painting, wallpaper, tile, carpet, flooring or home repairs, whether or not such damage or defect was caused by a service provided by AHW.

H. MANDATORY ARBITRATION

Any claim, dispute, or controversy regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the Dispute Prevention and Resolution, Inc. ("DPR"), under the DPR Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("DPR Rules"). Copies of the DPR Rules and forms can be located at www.dprhawaii.com. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

H.1 CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION; HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

I. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

1. AHW will not contract for services to meet current building or zoning code requirements or to correct for code violations, nor will it contract for services when permits cannot be obtained. AHW will not pay for the cost to obtain permits.

2. Except as required to maintain compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, AHW is not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

J. MULTIPLE UNITS AND INVESTMENT PROPERTIES

1. If this Agreement is for a duplex, triplex, or fourplex dwelling, then every unit within such dwelling must be covered by an agreement with AHW with applicable Optional Services for common use systems and appliances.

2. If this Agreement is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are included in this Agreement. Common use systems and appliances are excluded.

3. Except as otherwise provided in this section, common use systems and appliances are excluded.

K. TRANSFER OF CONTRACT & RENEWALS

1. This Agreement may be transferred by You to a new owner of the property that is subject to this Agreement (or in case You are the leasehold interest owner of the property, to the new leasehold interest owner of the same real property interest). If Your property that is subject to this Agreement is sold during the term of this contract, You must notify AHW of the change in ownership and submit the name of the new owner by phoning 808-400-4577 in order to transfer this Agreement to the new owner of the property subject to this Agreement.

2. You may renew this Agreement with AHW's consent and where permitted by law. In that event, You will be notified of the prevailing rate and terms for renewal and whether to accept the renewal, and renewal will be conditioned upon your payment of the existing rate, as established by AHW, and any changes or additional terms and conditions provided by AHW. If you are not notified of any changes in the prevailing rate and terms and conditions for renewal, then the rate and terms and conditions shall remain the same until you receive such notice.

3. If You select the monthly payment option and AHW consents to renewal of the Agreement, AHW will notify You of applicable rates and terms of the renewal during the tenth (10th) month of the Agreement. You will automatically be renewed for a monthly Service Period unless You notify AHW in writing thirty (30) days prior to the expiration of the Agreement. Your first payment for the next contract term will be construed as authorization for month-to-month charges.

4. In the event there is any problems with processing any payment, You will be contacted and payment will be due within five (5) business days to avoid cancellation. Should there be any updates/changes to the terms and conditions of this Agreement, such updates/changes will be applicable to new and renewed contracts only, and not any existing contracts. If payment for this Agreement is received by AHW within fifteen (15) days after the expiration date of the prior month's contract, coverage starts the date the prior month's contract expires (Effective Date) and continues for thirty (30) days from that date. If payment is received later than thirty (30) days after the expiration date of prior month's contract, coverage starts at a date AHW will determine as new coverage start date (alternative Effective Date) and continues for thirty (30) days from that date.

L. CANCELLATION

This is a service agreement for repair, replacement, or partial replacement of the systems and appliances listed herein that are deemed manufactured or sold by the manufacturer and are stated as included on your Contract Coverage Summary Page. This is not a contract for insurance or warranty.

1. You may cancel this Agreement within the first thirty (30) days following the date you entered into this Agreement for any reason and shall be entitled to a refund of the paid contract fees less any service and costs that were incurred by AHW and an administrative fee of up to \$45 (where permitted by law). If you request to cancel or refuse to renew the Agreement within one (1) year of the Effective Date, you shall be subject to an administrative fee of up to \$45 (where permitted by law). If you request to cancel or refuse to renew the Agreement within (1) one year of the Effective Date and AHW has provided services and the amount of the services incurred by AHW is greater than the fees you have paid at the time of cancelation, then you shall pay AHW the lesser of either (a) the amount by which the service costs exceed the fees you have paid, or (b) the amount by which twelve (12) times your monthly fee exceeds the fees you have paid. If you request to cancel or refuse to renew service more than one year after the Effective Date and AHW has provided services during that subsequent year and the amount of the services incurred by AHW during that subsequent year is greater than the fees you have paid during that subsequent year, then you shall pay AHW the lesser of either (a) the amount by which the service costs exceed the fees you have paid during that subsequent year, or (b) the amount by which twelve (12) times your monthly fee exceeds the fees you have paid during that subsequent year. Each subsequent year shall be measured twelve (12) months from the anniversary of the Effective Date of the initial contract.

2. This Agreement may be cancelled by AHW at any time and/or AHW can refuse to renew the Agreement at any time for the following reasons: (a) nonpayment of contract fees or charges; (b) mutual agreement of AHW and you; or (c) fraud or misrepresentation by you and/or your representative of facts material to AHW's entering into this Agreement. If you and/or your representative either threatens to harm or actually harms the safety or well-being of: (i) AHW; (ii) any employee of AHW; (iii) a Service Contractor; or (iv) any property of AHW or of the Service Contractor, you will be in breach of this Agreement, and AHW may refuse to provide service to you and may cancel this Agreement, as well as take any and all actions available to it under the law or in equity. Following the expiration of the initial term for which this Agreement is issued, AHW may cancel this Agreement if there is a change in laws or regulations that has a material effect on the business of AHW or AHW's ability to fulfill its obligations under this contract. If AHW cancels this contract for any of the reasons listed herein other than your nonpayment, you shall be entitled to a pro rata refund of the paid fees for the unexpired term, less: (a) an administrative fee of up to \$45 (where permitted by law); and (b) any service (and claims) costs that were incurred by AHW.

3. If the contract fees are billed through a mortgage loan that is later sold or paid in full, then uninterrupted coverage can be arranged by immediately calling 855-690-2022 to establish an alternate payment method. This Agreement will be deemed cancelled if you fail to initiate such payment arrangements within thirty (30) days.

4. This Agreement applies to a single family residence (under 5,000 square feet), including a condominium, townhouse or villa, or a multi-family property of two (2) to four (4) units (duplex, triplex, or fourplex) used solely for residential purposes. An appropriate fee for each type of property must be paid for services to commence. Any dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, group home (5 or more unrelated individuals cohabiting in same).

household), rest home, church or school will not be covered. Homes listed in any historical register are not covered. Whether or not this Agreement covers a condominium unit, mobile home, manufactured home, or any multifamily dwelling (e.g., duplex, triplex, or fourplex), any repairs and/or replacements will be limited to the items solely used by and located and serviceable within such single unit (unless specified otherwise). No common area items or items shared by non-warranted units will be covered by this Agreement. Single-family residences over 5,000 square feet require an additional square footage plan and fee.

5. Mobile homes are eligible for services hereunder, provided they are permanently secured to the ground and the land they are located on is owned by you. Mobile/manufactured homes that are located in a division operated similar to a condominium, where maintenance is provided, are also eligible for services hereunder.

M. MISCELLANEOUS

1. Term. This is a subscription Agreement; it is effective for one (1) month and shall renew automatically each month until you or AHW cancels the Agreement according to the terms and conditions herein.
2. Assignment. This Agreement is freely assignable by AHW, with or without notice. You may assign this Agreement in accordance with Section K above.
3. Waiver. Should AHW waive or choose not to exercise any of our contractual rights, such waiver will not constitute a future waiver of said rights. Any inaction, action, or failure to enforce or assert any rights by AHW hereunder shall not be deemed a waiver unless set forth in writing by AHW.
4. Contract Issuance. Notwithstanding anything herein to the contrary, AHW reserves the right to cancel an Agreement before the Effective Date without reason, and issue a refund of paid contract fees.
5. Laws Governing This Contract. This contract is governed under the laws of the State of Hawaii without regard to its principles of conflict of laws.
6. Disclosure. The price of the Agreement includes the full amount of all fees due and payable as well as the costs of processing and administration for AHW and its agents where allowable by law. Any applicable state or local taxes are in addition to the price of the Agreement.
7. Entire Agreement. This Agreement and any exhibits and addendums attached hereto constitute the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreement and understandings of the parties hereto, oral or written, with respect to the subject matter hereof. Except as provided herein, all other warranties, expressed or implied, are hereby disclaimed.
8. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.
9. Titles and Subtitles. The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement
10. Building Permit Matters. To the extent any services provided herein involves home construction or improvement under HRS § 444-25.5 or otherwise requires a building permit in the State of Hawaii, you acknowledge that (1) AHW has verbally in detail explained all lien rights of all parties performing under the Agreement, including you, AHW, any Service Provider, or any materialman supplying commodities or labor on the project (See attached disclosure of lien rights); (2) AHW has verbally explained in detail your option to demand bonding on the project, how the bond would protect the homeowner, and the appropriate expense of the bond (See attached information); (3) substantially all the services provided herein may be conducted by subcontractors of AHW; and (4) disclosed all information pertaining to the Agreement and its performance and any other relevant information that may be required under the law, . Further, you agree as follows:

CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR HOME OR FACILITY. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, THE CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

