

TERMS OF SERVICE

1. These Terms of Service, along with your Customer Enrollment Form, constitute your Complete Customer Care Maintenance Plan (Agreement) with Arizona's Dukes of Air LLC, (we, us, our). If you have any questions, please contact us at (480) 773-6565.
2. This Agreement covers only the equipment (Equipment) specified on the Customer Enrollment Form.
3. The included discounts for parts and labor (Repairs) and diagnostic fees are specified on the Customer Enrollment Form.
4. This Agreement includes 2 maintenance visits per year of your Term for your Equipment (Tune-Up). 1 Tune-Up for your air conditioning unit will be performed in Spring and 1 Tune-Up for your heating unit will be performed in Fall. We will also verify that condensate line(s) are clear and will wash condenser unit(s). Your Equipment must be performing its fundamental operation(s) in normal service for all points of the inspection to be provided. The Tune-Up includes the following (as applicable to your Equipment):
 - Thermostat Operation
 - Thermostat Batteries
 - Filter Condition
 - Check Overflow Pan
 - Disconnect
 - Wiring
 - Contractor, Relays
 - Elec.-Safety Circuit
 - Motor Amps
 - Blower Assembly
 - Bearings
 - Belt
 - Defrost
 - Wash Outdoor Coil
 - Plenum Seal
 - Cooler Damper
 - Document & Explain
 - OD Fan Blade
 - Duct Vapor Barrier
 - OD Motor Run Cap
 - Comp Run Cap
 - Blower Run Cap
 - Load Conditions
 - Return Air Temps
 - Supply Air Temps
 - Temp Split
 - Outdoor Motor Amps
 - Compressor Motor Amps
 - Blower Motor Amps
 - Suction Press
 - Suction Temp
 - Super Heat
 - Liquid Press
 - Liquid Temp
 - Subcooling
 - Discharge Pressure
 - Contractor
 - Disconnect
 - Return Static
 - Supply Static
 - Total Static
 - Filter Type
 - Filter Size
 - Filter Grill Type
 - Lubricate Motors
 - Reversing Valve
 - Defrost T-stat
 - Fan Control
 - Heat Anticipator
 - Indoor Coil
 - Heat Exchanger
 - Ignition System
 - Pilot Safety
 - Flame Safety
 - Proper Combustion
 - Limit Switches
 - Combustion Blower
 - Gas Press Switch
 - Gas Leaks
 - Flue Condition
5. This Agreement only covers the services and items stated on the Customer Enrollment Form and does not cover:
 - a. Excluded Damages (see Section 18), for example damages necessary to access the repair area.
 - b. Assessing, remediating or abating mold or notifying you of any mold that may be present in your home.
 - c. Discounts for refrigerant.
6. The price for this Agreement (Fee) and how you pay is specified on the Customer Enrollment Form.
7. This Agreement begins on the start date listed on your Customer Enrollment Form (Start Date) and continues for the term listed for the applicable plan on your Customer Enrollment Form (Term).
8. To schedule an appointment, call us at (480) 773-6565.
9. For the time frame listed on your Customer Enrollment Form, we will arrange at our expense and choice for repair or replacement of parts we use in Repairs which are defective in materials or workmanship (Repair Guarantee). We disclaim any and all statutory or common law warranties (whether express or implied) other than the Repair Guarantee and any implied warranties that cannot be excluded under applicable law.
10. We reserve the right to reject this Agreement if, on inspection, your Equipment is found to be unsafe or in such condition that service would be unsatisfactory to either you or us. If rejected, you will be given a pro-rata refund, if applicable, less the cost of any Tune-Ups or discounts on repairs provided. If, in our sole discretion, your equipment is not economically repairable we will provide you with a quote for replacement of your Equipment. Until your Equipment has been replaced no further work for that Equipment will be provided to you under this Agreement.
11. You may cancel at any time by calling us at (480) 773-6565. If you cancel within 30 days of your Start Date, you will receive a full refund of the Fee, less the cost of any Tune-Ups or discounts on repairs provided. If you cancel more than 30 days after the Start Date, you will receive a pro rata refund of the Fee, less the cost of any Tune-Ups or discounts on repairs provided. If you miss a payment of the Fee, you will not be able to use this Agreement, including requesting a Tune-Up, until payment is made.
12. If you move to a new home, please contact us as soon as possible to discuss your options for continued coverage.
13. **If you pay monthly, unless you tell us otherwise, your Agreement will automatically renew at the end of every Term. If you pay for the Term in full, this Agreement will not automatically renew.** We may change the price at renewal. We reserve the right to not offer this Agreement upon renewal.
14. We reserve the right to refuse service under this Agreement should you threaten or be verbally or physically offensive towards us or any of our employees.
15. If you consent to electronic delivery you can receive your Agreement and all related documents to the email address listed on your Customer Enrollment Form (Email Address). To update your Email Address or discontinue electronic delivery of your documents, you can call us at (480) 773-6565.

16. We are serious about the private nature of your personal data. Please read our Privacy Policy, a link to which can be found at the bottom of every page at www.AzDukes.com, carefully to fully understand how we collect, share, and protect personal data about you. You can also call us to request a copy.
17. We may assign this Agreement, in whole or in part, at any time without prior notice to you. We may change this Agreement (including the Fee or to charge an additional fee) and delegate any of its obligations at its sole discretion and without your consent provided we give you 30 days' prior written notice of the changes. The changes will become effective 30 days after we send you the notice. If you do not like the changes, you may cancel this Agreement.
18. **To the fullest extent permitted by applicable law, (1) you agree that we and our parents, successors, affiliates, technicians and their officers, directors, employees, affiliates, agents, contractors or similar parties acting on behalf of us shall not be liable to you or anyone else for: (a) any actual losses or direct damages that exceed the amount you paid for the work under this Agreement relating to any repairs performed by us or on behalf of us or services provided hereunder giving rise to such loss or damage; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, damages based on anticipated or lost profits, wages, or revenue, or damages based on diminution in value or a multiple of earnings, including those caused by any fault, failure, delay or defect in providing any repairs performed by us or on behalf of us or services provided under this Agreement, regardless of whether such damages were foreseeable and whether or not we or anyone acting on behalf of us have been advised of the possibility of such damages (the damages listed in clauses (a) and (b), collectively the "Excluded Damages"); and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Agreement. You may have other rights that vary from state to state.**
19. **YOU AND WE AGREE TO RESOLVE DISPUTES BY BINDING ARBITRATION as follows:**
 - A. **ANY DISPUTE THAT ARISES OUT OF OR RELATES TO THIS AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM US, WILL BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS.** This arbitration agreement applies to disputes no matter when they arose, including claims that arose before you and we entered into this Agreement. This arbitration agreement also applies to disputes involving the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of us. In addition, this arbitration agreement covers any claims or causes of action against us that you may assign or subrogate to an insurer. The American Arbitration Association ("AAA") will administer the arbitration under its Consumer Arbitration Rules. The Federal Arbitration Act applies. Unless you and we agree otherwise, any arbitration hearings will take place in the county where your home is located.
 - B. Any party bringing a claim may choose to bring an individual action in small claims court instead of arbitration, so long as the claim is pursued on an individual rather than a class-wide basis.
 - C. **THIS ARBITRATION AGREEMENT DOES NOT PERMIT CLASS ACTIONS AND CLASS ARBITRATIONS.** By entering into this Agreement, all parties are waiving their respective rights to a trial by jury or to participate in a class or representative action. **THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** You may bring a claim only on your own behalf and cannot seek relief that would affect other parties.
 - D. We will pay any filing fee, administration, service or case management fee, and arbitrator fee that the AAA charges you for arbitration of the dispute.
 - E. **BY AGREEING TO ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO PROCEED IN COURT.**
 - F. **IF FOR ANY REASON A CLAIM OR DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND WE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY.** This jury trial waiver also applies to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of us.

ROC #289250

You have the right to file a complaint with the ROC at (602) 542-1525 or at www.roc.az.gov.