



MAJESTIC PLUMBING & ELECTRIC, LLC
GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained herein, as amended from time to time (the “**Terms and Conditions**”) apply to all parties, including individuals and entities (individually and collectively, the “**Customer**”), that have entered into a ProCare Membership Agreement or ProCare Plus Membership Agreement (each being referred to herein as the “**Membership Agreement**”) with Majestic Plumbing & Electric, LLC, a Georgia limited liability company (“**Majestic**”) (such Membership Agreement and these Terms and Conditions are collectively referred to herein as the “**Agreement**”). Capitalized terms not otherwise defined herein shall have the respective meanings given to such terms in the Membership Agreement.

1. Customer Representations and Obligations.

1.1. Representations and Warranties. Customer represents and warrants that: (1) Customer is the lawful owner of the Property; (2) Customer has full authority to enter into the Agreement, and if Customer is a legal entity, that the person signing on the entity’s behalf is fully authorized to bind the entity; and (3) Customer’s execution of the Agreement does not conflict with any contractual or legal obligation of Customer to a third party. These representations and warranties are continuing. In the event that any of the foregoing representations or warranties is no longer true or correct, Customer will immediately notify Majestic in writing.

1.2. Change of Customer Information. To ensure that (i) Majestic is able to reach Customer if necessary and (ii) Customer is able to make timely payments, Customer shall notify Majestic of any change in Customer’s mailing address, telephone number, email address, or credit card information. Such notice shall be sent by email (with acknowledgement of receipt), overnight express delivery service, or by registered or certified mail (postage prepaid, return receipt requested) to Majestic. Majestic shall not be liable for its failure to contact Customer or make Customer payments when required under the Agreement if Customer has not updated Customer’s contact information or credit card information.

2. Indemnification. Customer shall indemnify, defend, and hold harmless Majestic, its affiliates, successors and assigns, and each of their respective officers, directors, employees, owners, and agents (each a “Majestic Party” and collectively, the “Majestic Parties”) for, from, and against any and all claims, suits, demands, actions or other proceedings, and any and all losses, liabilities, damages, costs or expenses of any kind (specifically including, without limitation, reasonable legal and accounting fees) (collectively “**Claims**”), arising from or relating to (i) your use of Majestic’s services and benefits under the Membership Agreement, including, but not limited to, all content therein and any products or services obtained by you through the use of such services and benefits; (ii) breach of the Agreement by you; (iii) your violation of any applicable law or regulation; or (iv) property damage or injury to persons (including death) by reason of any cause whatsoever either (1) occurring in or about the Property or (2) resulting from actions taken under the express or implied direction of Customer. Notwithstanding the foregoing obligation, Customer is not required to indemnify, defend, or hold harmless any Majestic Party with respect to any Claims solely and directly caused by the Majestic Party’s gross negligence, intentional



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misconduct, or fraud.

3. Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES SET FORTH IN THE MEMBERSHIP AGREEMENT, MAJESTIC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES AND BENEFITS PROVIDED UNDER THE MEMBERSHIP AGREEMENT, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CUSTOMER EXPRESSLY AGREES THAT THE CUSTOMER'S USE OF THE SERVICES AND BENEFITS UNDER THE MEMBERSHIP AGREEMENT IS AT THE CUSTOMER'S SOLE RISK. SUCH SERVICES AND BENEFITS ARE PROVIDED ON AN "AS IS" BASIS. MAJESTIC STRIVES TO PROVIDE THE SERVICES AND BENEFITS PROVIDED IN THE AGREEMENT TO MEET THE EXPECTATIONS AND REQUIREMENTS OF THE CUSTOMER, BUT MAJESTIC MAKES NO WARRANTY THAT SUCH SERVICES AND BENEFITS WILL MEET THE CUSTOMER'S REQUIREMENTS, OR THAT SUCH SERVICES AND BENEFITS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

4. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL ANY MAJESTIC PARTY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS) OR FOR ANY OTHER DAMAGES THAT ARE NOT DIRECT ECONOMIC DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ANY MAJESTIC PARTY HAS BEEN ADVISED OR OTHERWISE HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE MAJESTIC PARTIES' LIABILITY TO CUSTOMER FOR BREACH OF CONTRACT OR NEGLIGENCE, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL FEES RECEIVED BY MAJESTIC UNDER THE AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

5. Miscellaneous.

5.1. Governing Law. The Agreement will be construed in accordance with and governed by the substantive laws of the State of Georgia, without regard to any conflict of law provisions (whether of the State of Georgia or any other State).

5.2. Dispute Resolution. The Parties agree to resolve any dispute arising out of or relating in any way to the Agreement as follows:



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(a) Mediation. If the dispute is not settled by negotiation, the parties agree first to try to settle the dispute by mediation within 30 days of either party providing written notice of the dispute, such mediation to be administered by the American Arbitration Association (“AAA”) under its Commercial Mediation procedures. In the event the parties are unable to agree on a mediator, AAA shall appoint a mediator.

(b) Arbitration. If mediation is unsuccessful, the dispute will be resolved by binding arbitration rather than in court, such arbitration to be conducted by the AAA under its Commercial Arbitration Rules before a single, independent arbitrator. Payment of filing, administration and arbitrator fees will be governed by the AAA’s rules. To begin an arbitration, a party must send a letter to the other party requesting arbitration and describing the claim. If Majestic requests arbitration, it will send the letter to Customer’s most recent address in Majestic’s records. If Customer requests arbitration, it will send the letter to Majestic’s registered agent in the state in which the Property is located.

(c) Place of Mediation or Arbitration. The mediation or arbitration shall take place in Cobb County in the state of Georgia, or in such other location as Majestic and Customer may mutually agree.

(d) Exceptions to Mediation and Arbitration Requirement. As the only exception to the agreement to submit all disputes to mediation and binding arbitration as provided herein, Majestic and Customer both retain the right to pursue: (1) in small claims court in the county in which the Property is located any claim that is within that court’s jurisdiction, and the parties consent to the personal jurisdiction and venue of such court; and (2) a suit in any court with jurisdiction to enjoin (whether by temporary, preliminary, or permanent injunctive relief) infringement or other misuse of intellectual property rights.

(e) Class Action and Jury Trial Waiver. THE PARTIES AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.

5.3. Signatures. A signature delivered by facsimile or other electronic means, a digital signature (e.g., DocuSign), or an electronic manifestation of assent (such as clicking a box to agree) shall have the same force and effect as an original signature. The Agreement may be executed in one or more counterparts or in different formats, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

5.4. Severability. If any portion of the Agreement is held invalid in any jurisdiction: (1) such holding shall not affect the validity of that portion in any other jurisdiction; (2) the validity of the remaining portions shall not be affected; and (3) to the greatest extent reasonable and possible, the intent of the parties hereto with respect to their rights and obligations under the Agreement (including with reference to the parts deemed invalid) will be given full effect.



5.5. Waiver. Any failure by Majestic to enforce any provision of the Agreement shall not be construed as a waiver of future enforcement of that provision or of any of Majestic's rights and privileges under the Agreement.

5.6. Force Majeure; Effect.

(a) Definition of Force Majeure. "Force Majeure" is any event or condition beyond the control of the parties, including but not limited to acts of God; natural disasters such as earthquakes, fires, floods, volcanic eruptions, and storms; civil or military disturbances, riots, acts of terrorism, and acts of war (whether declared or not); sabotage; epidemic; accident; voluntary or involuntary compliance with any regulation, law, order or declaration of any government or civil or military authority, including a declaration of emergency or an evacuation, quarantine, or stay at home order; strike, lock-out, or other labor dispute; interruption, loss or malfunction of utility transportation, internet or telephone communication service; and inability to obtain labor, material, equipment or transportation.

(b) Effect of Force Majeure. Each Party shall be excused from a failure to perform any of its obligations under the Agreement, and shall not be liable to the other Party for any costs or damages due to delay in performance or failure to perform, to the extent that the performance is prevented or made economically prohibitive by Force Majeure. Excuse from performance and liability shall continue so long as the Force Majeure continues. The Party whose performance is affected by Force Majeure shall promptly notify the other Party of the failure, shall advise the other Party of the anticipated duration of the Force Majeure and any actions being taken to minimize its effect, and where possible shall take reasonable efforts to remove the event or condition constituting Force Majeure.

5.7. Amendment of Membership Agreement. The Membership Agreement may be amended at any time upon the mutual assent of the Parties. Any amendment to the Membership Agreement by mutual assent must be in writing (including by electronic mail), must be signed by all Parties, and must identify the provisions of this Agreement that are to be amended.

5.8. Entire Agreement. The Agreement, including any contemporaneously executed addenda and the Terms and Conditions, constitutes the entire agreement of the Parties hereto and supersedes all prior and contemporaneous communications, understandings, agreements, representations, and warranties, whether oral or written, relating to the subject matter hereof.

5.9. Binding Effect. The Agreement shall constitute a binding obligation to the Parties, their successors, heirs, and/or personal representatives.

5.10. Notices. All notices and other communications permitted or required hereunder shall be in writing and shall be deemed given when received by the intended recipient if delivered by (i) email (with acknowledgement of receipt), (ii) overnight express delivery service, or (iii)



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registered or certified mail (postage prepaid, return receipt requested) to the other Party at the address set forth on the signature page of the Agreement or at such other address for a Party as shall be specified by notice given in accordance with this Section.

5.11. Headings. The headings in the Agreement are for reference only and shall not affect the interpretation of this Agreement.

5.12. Survival of Terms. Sections 2 (Indemnification), 3 (Disclaimer of Warranties), 4 (Limitation of Liability), 5.1 (Governing Law), and 5.2 (Dispute Resolution) of these Terms and Conditions, as well as all other terms that by their nature should logically survive termination of the Agreement, shall continue in full force and effect after termination.