

Terms and Conditions

Important: Agreement holder must call 866-981-8201 for authorized service.

KEY TERMS: “WE, US and OUR” means ServiceAccess, Inc. “YOU and YOUR” means the agreement holder.

- A. **COVERAGE:** During the coverage period, subject to the terms and conditions and limits of this agreement, WE agree, in the event of required service to arrange for a licensed and certified service provider for remediation of property.

COVERED: TERMITES, MOLD AND RADON

Service is subject to a \$50 per incident deductible.

COVERAGE PERIOD: Coverage begins on the effective date and continues for one year. Payment for service agreement is due to US within ten (10) days in order for coverage to be in force.

B. CUSTOMER SERVICE – YOUR RESPONSIBILITIES

1. You are responsible for contacting ServiceAccess in the event of a service request by phone, 866-981-8201.
2. You should maintain your property in a reasonable manner to prevent infestations.
3. Requests for service or other documentation and correspondence may be sent to ServiceAccess, Inc., PO Box 206, Orange Beach, AL. 36561 or E-mail: info@serviceaccess.com

C. EXCLUSIONS AND CONDITIONS:

WE are not responsible for service if occurrence is caused by any of the following:

1. Outside perils that could be covered under your contract terms which is known as fire and hazard or homeowners insurance. **This is not an insurance agreement.**
2. Any and all costs associated with a service visit, if it is determined that coverage under this agreement does not apply or no covered occurrence is discovered.
3. Any consequential damage caused by covered items.
4. Known pre-existing conditions must be treated prior to coverage.
5. Mold coverage is for the thermostat controlled air space of the structure only.
6. ServiceAccess, Inc. has not directly treated the property and is only obligated to provide service as provided by this agreement.

D. LIMITATIONS OF LIABILITY:

1. Coverage is limited to cost of treatment.
2. Radon infestation must be above 4.0 Pc/1 level established by the EPA.
3. If the service work performed under this agreement fails within a 90-day period and a service technician chosen by us performed the work, WE will arrange for necessary services without additional deductible, even after the agreement expires.
4. YOU understand and agree that all liability of service performance under this agreement is the sole responsibility of ServiceAccess, Inc. and YOU hold harmless the marketing-presenting company and their associates offering this service agreement to YOU from any liability whatsoever.
5. Any dispute arising from this agreement shall be governed by a third party binding arbitrator.

E. TRANSFER OF AGREEMENT AND RENEWALS:

1. If the covered property is sold during the Coverage Period, agreement may be transferred to the buyer for a prorated fee extending coverage for a year. Exercise this option by contacting US at 866-981-8201.
2. This agreement is renewable on an annual basis.

F. CANCELLATION OR TERMINATION:

1. Cancellation by YOU: You may cancel this agreement at any time. To cancel, you must provide written notice to US. If you cancel after thirty (30) days, a pro-rata refund will be made less a \$25. Administration fee.
2. Cancellation by US: This agreement shall be non-cancelable by US except for:
 - (a) Nonpayment of fees.
 - (b) Fraud or misrepresentation of facts material to the issuance of this agreement.

ServiceAccess, Inc. – P O Box 206 - Orange Beach, AL 36561