



General Terms and Conditions

1 - Term of the plan

Coverage under the Maintenance Plan shall commence as of the effective date of this Agreement (the “Contract Date”). Coverage under the Protection Plan shall commence one (1) calendar month following the Contract Date. For illustrative purposes only, and without limitation, if the Contract Date is February 4, 2025, then coverage under the Protection Plan shall commence on March 4, 2025. Unless otherwise expressly stated herein, all coverages provided under this Agreement shall remain in full force and effect for an initial term of two (2) years from their respective commencement dates. In the event this Agreement expressly specifies a different duration—such as a term of three (3) years—such specified term shall prevail and supersede the standard term stated herein. The pricing applicable to the Plan shall remain fixed and shall not be subject to increase during the initial term. Upon the expiration of the initial term, Maple Air Inc. reserves the right to modify pricing at its sole discretion, provided that the Enrolee shall be given no less than thirty (30) calendar days’ prior written notice of any such changes.

2 - Renewal of the plan

For the convenience of all parties hereto, this Agreement shall automatically renew on the second (2nd) anniversary of the Contract Date (the “Anniversary Date”) for successive one (1) year renewal terms, unless either party provides written notice of its intention not to renew at least sixty (60) calendar days prior to the Anniversary Date. Each renewal term shall be governed by the same terms and conditions set forth herein, unless otherwise modified by a written instrument duly executed by both parties.

3 - Plan Coverage

• 3.1 Residential Properties

- Coverage provided under this Plan shall apply exclusively to the heating, ventilation, and air conditioning (HVAC) system identified on the Enrolment Form by its make, model, and serial number. This Plan is available solely for HVAC systems installed in single-family residential dwellings, including, without limitation, detached homes, townhouses, condominiums, apartment units, modular homes, and manufactured homes, provided such structures are permanently affixed to a foundation and remain stationary throughout the Term of Coverage.

• 3.2 Commercial Properties

- Purchases made through Maple Air Inc.’s online platform are strictly for residential use only.
- Coverage for commercial properties requires a separate, written agreement (“Commercial Agreement”) signed by Maple Air Inc. and the property’s authorized representative. Without such an agreement, all commercial properties are excluded from coverage.

• 3.3 Condominiums, Townhouses, Modular and Manufactured Homes

- With respect to condominiums, townhouses, modular homes, or manufactured homes, coverage under this Plan shall be strictly limited to the specific HVAC system located entirely within the individual residential unit identified on the Enrolment Form. This Plan does not extend to any equipment, systems, or components situated in, servicing, or accessible from common areas or shared among multiple units, including, but not limited to, centralized HVAC systems, shared ductwork, or infrastructure servicing more than one (1) dwelling unit.

4 - Plan Termination and Cancellation

• 4.1 Termination by Maple Air Inc.

- Maple Air Inc. reserves the right, in its sole discretion, to terminate this Plan at any time and for any reason. In such event, where the Plan was paid in full via lump sum, liability shall be limited to a pro rata refund of the unexpired portion of the Plan Term. Notwithstanding termination, Maple Air Inc. shall remain responsible for completing any covered service, repair, or replacement for which written notice was received prior to the effective date of termination. Maple Air Inc. may also cancel the Plan without prior notice in the event of the customer’s breach of any material obligation under this Agreement, including failure to remit payment as agreed.

• 4.2 Cancellation by the Plan Holder

- All cancellation requests must be submitted in writing via email to maplecare@mapleair.com. Cancellation shall not be effective unless and until written confirmation is received from Maple Care. In the absence of such confirmation, the Plan shall remain in full force and effect, and all scheduled payments shall continue. If the Plan is cancelled by the customer prior to the applicable Anniversary Date, or by Maple Air Inc. due to the customer’s breach of any obligation under this Agreement, including but not limited to payment default, the customer shall remain liable for the full outstanding balance of all remaining instalment payments, unless otherwise expressly stated herein.

5 - Moving

5.1 Transfer of Plan to a New Residence

- o In the event of relocation to a new residence within the Service Area, the Plan may be transferred, subject to the following conditions: Upon such relocation, the Plan associated with the current residence shall be deemed terminated, and any outstanding instalments due under the Plan shall be billed in full. The total amount billed shall be credited against the initial invoice for the new residence. A new Plan shall be issued for the new residence, which shall remain in effect for an initial term of one (1) year. To effectuate the transfer, the Customer must submit in writing via email to maplecare@mapleair.com to notify the Maple Care Department no less than thirty (30) days prior to the relocation. The transfer shall not be effective unless and until acknowledged in writing by the Maple Care Department.

5.2 Transfer of Plan to the Purchaser of the Current Residence

- o The Customer may, at their sole discretion, assign and transfer the benefits of this Plan to the purchaser of the residential property in which the covered HVAC system is installed, provided that such transfer is supported by a written agreement executed by Maple Air Inc., the transferring Customer (the "Seller"), and the transferee (the "Purchaser"). To initiate and effectuate the transfer, the Customer must provide written notice via email to maplecare@mapleair.com to notify the Maple Care Department no less than thirty (30) days prior to the scheduled transfer of the residence ownership. The transfer shall not be effective unless and until acknowledged in writing by the Maple Care Department.

5.3 Plan Cancellation Upon Relocation

- o Should the Customer elect not to transfer the Plan to the new residence or to the purchaser of the current residence, or if the new residence is located outside the Service Area, the Customer shall be liable for the payment of all remaining instalments due under the Plan. The Customer must provide written notice via email to maplecare@mapleair.com to notify the Maple Care Department no less than thirty (30) days prior to relocation. The cancellation shall not be effective unless and until acknowledged in writing by the Maple Care Department.

6 - Paying for your plan

This Plan is structured and enforced as a monthly subscription-based program. Lump-sum payments are strongly discouraged and shall be permitted only in exceptional circumstances with prior written approval from Maple Air Inc. Where instalment payments are elected, the Customer agrees to remit payments in accordance with the schedule set forth in the enrolment form. All instalments are subject to applicable taxes, including Harmonized Sales Tax (HST), which shall be applied at the time of billing. All amounts due shall be charged automatically, in advance of the applicable service period, to the credit or debit card provided by the Customer at the time of enrolment, through Maple Air Inc.'s designated payment processor (currently Stripe). The Customer expressly authorizes Maple Air Inc. to initiate such charges in accordance with the agreed payment schedule. Manual payments are not accepted. A late payment charge of 1.5% per month (18% per annum, effective annual rate of 19.56%) shall apply to all overdue amounts, including applicable taxes, and shall accrue until full payment is received.

7 - Our refund policy

7.1 Right of Cancellation Within Ten (10) Days

- o The Customer may cancel the Plan for any reason within ten (10) calendar days of enrolment. If no services have been rendered during this period, the Customer shall be entitled to a full refund of all amounts paid. If services have been rendered, the Plan shall be deemed cancelled upon written notice via email to maplecare@mapleair.com, and the Customer shall receive a refund of all amounts paid, less the fair market value of such services, which shall be invoiced separately and shall become immediately due and payable.

7.2 Equipment Ineligibility

- o Maple Care does not permit the enrolment of non-functional or defective equipment. The initial service visit conducted under this Plan shall serve as an inspection to determine the eligibility of the Customer's equipment for continued coverage. In the event that, following such inspection, Maple Air Inc., in its sole and absolute discretion, determines that the equipment is ineligible for coverage, Maple Air Inc. reserves the right to terminate the Plan. If no services have been rendered prior to such determination, the Customer shall be entitled to a refund of all amounts paid under the Plan, not to exceed twenty-four (24) months of payments. If any services have been rendered, the Customer shall be entitled to a refund of all amounts paid from the date of the most recent service, up to the same maximum. All determinations of eligibility shall be made exclusively by Maple Air Inc. or its authorized representatives and shall be final, conclusive, and binding upon the Customer.

8 - Modification of terms & condition

Maple Air Inc. reserves the right, at its sole discretion, to amend the terms and conditions of this Plan, including, but not limited to, adjustments to pricing. Any such amendments shall be effective upon written notice to the Customer, which shall be provided no less than thirty (30) days and no more than ninety (90) days prior to the applicable Plan's Anniversary Date. Amendments may not take effect during the initial term of the Plan but may be made at any time thereafter, provided the Plan has been renewed at least once.

9 - Diagnosis & Repairs

Maple Air Inc. shall provide diagnostic and repair services in accordance with the terms and conditions outlined in this Protection Plan Guide and Agreement, subject to the following conditions: The covered equipment must be located within the permanent foundation of the residence, with the exception of a central air conditioning unit, which may be situated externally; the equipment must have been properly installed and in good working order as of the effective date of this Agreement ("Contract Date"); the equipment must be safely and reasonably accessible to authorized service personnel for the purposes of inspection, diagnosis, and repair; the equipment must be located in an environment that is safe, sanitary, and otherwise suitable for the performance of service work by Maple Air Inc. personnel or its authorized representatives; all parts removed and replaced pursuant to service under this Plan shall become the sole and exclusive property of Maple Air Inc. upon removal.

10 - Liability

• 10.1 Diagnosis and Repair Limitations

- Maple Air Inc. intends to diagnose and repair issues during the initial service visit; however, such resolution may not always be feasible. Maple Air Inc. shall not be held liable for any losses or damages arising from misdiagnosis, delays in diagnosis, or delays in completing repairs. In the event that Maple Air Inc. fails to correct or repair a covered problem, or if a replacement part fails, Maple Air Inc.'s sole obligation shall be to correct the issue and, if necessary, provide a replacement part. Maple Air Inc. shall not be liable for any indirect, consequential, or economic damages, nor for any loss or damage to persons or property, including but not limited to incidental damages arising from the use or inability to use the equipment, to the fullest extent permitted by law.

• 10.2 Exclusions from Coverage

- Maple Air Inc. shall not be liable for any damage resulting from conditions or failures beyond the scope of covered equipment, including, but not limited to, third-party plumbing, electrical, or drainage systems. For the avoidance of doubt, if a clogged drain or other external system causes water damage to the HVAC unit, such an incident shall fall outside the responsibility or obligations of Maple Air Inc. under this Plan. Furthermore, Maple Air Inc. shall not be liable for defects covered under a manufacturer's or distributor's recall, in-home warranty, or any reimbursement program offered by the manufacturer, distributor, or builder. Coverage under this Plan excludes any pre-existing defects or deficiencies that existed prior to enrolment. All parts and labor provided under this Plan shall be performed solely by an authorized technician of Maple Air Inc.

• 10.3 Unavailable Parts or Non-Repairable Equipment

- In the event a part is no longer available or cannot be procured at a commercially reasonable cost, Maple Air Inc. shall not be liable for the replacement of the equipment. If a part is unavailable or the equipment is deemed non-repairable, either party may terminate the Plan. If the Plan is terminated and no services have been rendered under the Plan, Maple Air Inc. will issue a refund for payments made up to a maximum of two (2) years. If services have been rendered under the Plan, a refund will be issued for payments made within the two (2) years immediately preceding the termination of the Plan.

11 - Warranty

• 11.1 Disclaimer of Warranties

- Except as expressly provided herein or as may be required by applicable statute, Maple Air Inc. makes no representations, warranties, or guarantees, express or implied, with respect to parts or labor. During the manufacturer's warranty period, the manufacturer shall remain solely responsible for all obligations arising under any express or implied warranties applicable to its products. Maple Air Inc. expressly disclaims any and all liability for such warranties. Subject to the Customer's compliance with all obligations set forth in this Protection Plan Guide and Agreement, and subject further to the limitations of liability described herein, Maple Air Inc. shall be responsible for the cost of repair services for issues not covered by a manufacturer's warranty but otherwise covered under the Customer's Plan. Maple Air Inc. is not the manufacturer of any parts and does not provide any representation, warranty, or guarantee, express or implied, with respect to the parts themselves, the suppliers of such parts, or their manufacturers. To the fullest extent permitted by applicable law, all warranties or guarantees that may otherwise be implied or imposed by statute are hereby disclaimed and excluded.

• 11.2 Effect of Equipment Purchase on Plan Coverage

- If Maple Air Inc. determines that a repair cannot be completed under the Maple Care Plan and the Customer opts to purchase new equipment, the Customer may apply up to twelve (12) months of paid Maple Care fees as a credit toward the purchase of new equipment from Maple Air Inc. In the event of equipment replacement under the Maple Care Plan, the Plan may be revised to apply to the newly installed equipment, provided the replacement is of the same equipment type. For example, coverage may transfer from one furnace to another, but not to a different system type, such as a ductless unit. The revised Plan shall remain in effect for an initial term of one (1) year from the replacement date. The Customer must remain enrolled under Maple Care for the duration of the original term.



12 - Exclusions

• 12.1 Pre-Existing Conditions and Improper Use

- The Plan excludes coverage for any costs, expenses, or liabilities arising from or relating to: (i) design defects or conditions existing prior to the Effective Date of the Plan; (ii) misuse, abuse, tampering, or unauthorized alterations or repairs performed by any party other than Maple Air Inc. or its authorized agents; (iii) improper installation, sizing, or application of equipment; (iv) failure to perform reasonable or necessary maintenance; and (v) malfunctions or failures of any associated heating, cooling, electrical, plumbing, appliance, or drainage systems.

• 12.2 Damage from External Events

- The Plan excludes all liability for damages, losses, or failures resulting from: (i) accidents, negligence, intentional acts, theft, loss, or damage caused by pets or pests; (ii) environmental or insurable perils, including but not limited to fire, lightning, explosion, earthquake, flood, storm, freezing, subsidence, soil movement, windstorms, electrical surges, excessive water pressure, or any other acts of God; and (iii) the presence or effects of mould, mildew, rust, corrosion, chemical or sedimentary buildup, insect infestation, or bacterial manifestations.

• 12.3 Access and Location

- The Plan excludes coverage for any equipment that is not readily accessible by an authorized technician, including, without limitation, units located in crawlspaces, attics, or any other areas deemed unsafe, hazardous, or inaccessible for the purposes of inspection, maintenance, or repair.

• 12.4 Excluded Equipment Types

- The Plan excludes coverage for the following types of equipment: (i) high velocity units; (ii) natural gas-powered cooling units; (iii) wall cooling units; (iv) water-cooled cooling units; and (v) equipment serving more than three dwelling units.

• 12.5 Cleaning and Flushing

- The Plan excludes coverage for flushing of the heat exchanger and additional cleaning resulting from prior improper maintenance, renovations, fire, or flood. Boiler system drainage and refill are also excluded. If such services are required, they will be billed at the prevailing labor rate plus applicable taxes.

• 12.6 Cosmetic or Structural Repairs

- The Plan does not cover costs related to redecoration or restoration following service, including but not limited to wall coverings, drywall, plaster, paint, flooring, cabinetry, countertops, landscaping, or any structural or cosmetic repairs.

• 12.7 Component and Warranty Exclusions

- The Plan excludes coverage for: (i) parts or components not specifically listed in this Agreement; (ii) items covered by a manufacturer's, builder's, installer's, or contractor's warranty or reimbursement program; (iii) smart home or energy management systems, unless explicitly covered; and (iv) consumables, including but not limited to filters, fuses, or spoiled food.

• 12.8 Code Compliance and Permits

- The Plan excludes coverage for any costs to correct existing code violations or to bring equipment into compliance with building, zoning, safety, or environmental codes. Service will not be performed where permits cannot be obtained.

• 12.9 Hazardous Materials

- The Plan excludes coverage for any service involving hazardous or toxic substances, including but not limited to asbestos, lead, refrigerants, chemical contaminants, or any other regulated or dangerous materials, whether related to detection, handling, removal, or disposal. Maple Air Inc. shall bear no responsibility for such work.

• 12.10 Refund and Coverage Limitations

- Maple Air Inc. reserves the right to deny coverage for specific types, brands, or models of equipment. If coverage is denied for a single unit under the Plan, the Plan may be cancelled. If one of our authorized technicians deems your equipment ineligible for service under the Plan, we will terminate your Plan, subject to the following. In the event of cancellation, if no service has been rendered, the Customer will receive a refund of payments made, up to a maximum of two (2) years. If service has been rendered, the refund shall be limited to payments made within two (2) years of the last service date.

• 12.11 Thermostat Coverage

- If your Plan includes thermostat coverage and your thermostat fails, we will replace it with a make or model of our choosing. Coverage excludes smart or wi-fi thermostats, zone thermostats/controls, energy management systems, and batteries for programmable thermostats. For clarity, smart thermostats include devices that control heating and cooling systems, allowing users to schedule and optimize HVAC performance based on their lifestyle.



13 - Standard Terms

• 13.1 Personal Information

- Personal information will be collected for the purpose of managing the business relationship and service provision, and may be shared with authorized service providers, credit reporting agencies, or as required by law, in accordance with our Privacy Policy. You consent to the collection, use, disclosure, and maintenance of your personal information and to receiving commercial messages and promotional offers, as outlined in our Privacy Policy. You may opt-out at any time. You authorize us to use and disclose your personal information for account verification, billing, payment collection, service provision, legal compliance, debt collection, and credit checks. If billed by your gas utility, you authorize the utility to provide us with relevant billing and payment information. Telephone conversations may be recorded for the purposes outlined above.

• 13.2 Technician Safety

- Service may be refused if the technician encounters unsafe or unsanitary conditions, animals, insects, or inaccessible equipment. If service is refused due to these conditions, we may terminate your Plan at our discretion. If no service has been rendered, a refund of up to two years of payments will be issued. If service has been rendered, the refund will be up to two years from the last service date.

• 13.3 Governing Law

- This Agreement is governed by the laws of Ontario and applicable federal laws.

• 13.4 Entire Agreement

- This Maintenance and Protection Plan Guide and Agreement, together with any supplemental terms and conditions, welcome letters, renewal letters, and completed enrolment forms, constitutes the entire and exclusive agreement between you and Maple Air Inc. and supersedes all prior agreements, understandings, representations, or discussions, whether oral or written. No other warranties, representations, or agreements shall be binding upon the parties unless expressly set forth in this Agreement.

• 13.5 Conflict

- In the event of any conflict or inconsistency between the provisions of this Maintenance and Protection Plan Guide and Agreement and the information contained in the enrolment form, the terms of this Agreement shall prevail to the extent of such conflict or inconsistency.

• 13.6 Assignment

- Maple Air Inc. may assign any of its rights or obligations under this Maintenance and Protection Plan Guide and Agreement, or pledge this Agreement or any proceeds hereunder as security for any obligation, without the prior consent of the Customer. The Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Maple Air Inc., which may be withheld in its sole discretion.

• 13.7 Notice

- We may provide notice to you by personal delivery, mail (including registered mail), telephone, or email. It is your responsibility to notify us promptly of any change to your email address. Notices sent by us to the last email address provided shall be deemed duly given.

• 13.8 Force Majore

- We shall not be liable for any failure or delay in the performance of our obligations under this Maintenance and Protection Plan Guide and Agreement, nor for any loss or damage suffered by you, to the extent that such failure or delay is caused by events or circumstances beyond our reasonable control.