

Sears Care Subscription Program Terms and Conditions

Please read carefully! By becoming a subscriber (a “Subscriber” or “you” or “your”) of the Sears Care Subscription service benefits program (the “Program”) and by participating in the Program, you (i) represent that you are 18 years of age or older, and (ii) have read, understand, and agree to the following Sears Care Subscription Program terms and conditions (these “Terms”). The Program is sponsored by Transform Sears Home Services LLC, on behalf of itself and for its subsidiaries and affiliates (“Sears” or “us” or “we”). The Sears Terms of Use and Privacy Policy form part of these Terms and are expressly incorporated herein by this reference. In the event of a conflict between these Terms and the Terms of Use or Privacy Policy, these Terms shall govern solely with respect to the Program. **THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION. See section 4E for more details.**

1. Subscription

When you subscribe to the Program and your account is in good standing (“Subscription”), it allows you to receive certain benefits, coupons, and discounts, as more fully described in these Terms. Subscribers may purchase a Sears Care Appliance Maintenance plan, a Sears Care HVAC Maintenance plan or a combination plan that includes both. Benefits become available after a designated number of months from Subscription enrollment. A one year Subscription is required in order to receive all Benefits.

A. **Eligibility:** You must be at least 18 years of age to become a Subscriber. Subscription is limited to one individual person at any single residential address in the forty-eight (48) contiguous United States (including DC), Hawaii, or Puerto Rico (“Program Eligibility Area”). Residents of Alaska and all other US territories are not eligible for this Program and may not become a Subscriber. Subscription is valid for residential products only.

B. **How to Subscribe:** In order to subscribe, you must provide your name, phone number, residential address, email address, and payment information when prompted to do so. Note that if you move to a new residential address within the Program Eligibility Area, your subscription will transfer to the new address. If you move outside of the Program Eligibility Area, you may cancel your subscription pursuant to Section 1D below.

C. **Subscription Automatically Renews:** Your Subscription will automatically renew on a monthly basis at the then prevailing monthly rate with a charge to your original form of payment unless and until you cancel by calling 1-801-657-5398 or by visiting <https://www.shs.com/subscription>.

D. **Cancellation:** You may cancel your Subscription at any time for any reason by calling 1-801-657-5398 or by visiting <https://www.shs.com/subscription>. Your cancellation will take effect immediately, and you will not be charged for the upcoming monthly Subscription period. You will be refunded a prorated refund (in the same form as the original payment) of the monthly

Subscription fee you paid, less any Benefits you received during the applicable Subscription term. You will forfeit all Benefits as of the effective date of cancellation.

E. Subscriptions are non-transferrable. However, if you move to a new residential address within the Program Eligibility Area, your Subscription will transfer to the new address. If you move outside of the Program Eligibility Area, you may cancel your Subscription pursuant to Section 1D above.

F. Other Promotional Offers Terms. Not valid in conjunction with any other sales, offers, promotions, coupons or discounts.

2. Program Benefits

Subscribers will be eligible to receive the below Program benefits (“Benefits”) as part of their Subscription. Benefits are conferred on an annual basis and you will not receive more than the stated number of Benefits each year in which you are a Subscriber, even if you cancel your Subscription and restart it within the same year. Benefits can only be redeemed or used while your Subscription is active. We reserve the right to suspend, modify, add, or remove Benefits in our sole discretion.

A. Requesting Reimbursement Benefit:

Visit <https://www.shs.com/subscription> or Call us at 801-657-5398

Cash reimbursements under the Program may be in the form of a check mailed to you at the address on file within 14 days of requesting a reimbursement Benefit.

B. Time limit for all Benefit requests. All requests for Benefits must be submitted in accordance with program rules within sixty (60) days of the date of service, product replacement, or food loss, as applicable, or the date when a qualifying purchase was made at Sears PartsDirect.

SEARS CARE: APPLIANCE MAINTENANCE

C. Appliance Cleaning & Maintenance (twice per year)¹:

(i) You will be eligible to receive one (1) Clean and Maintain service for one (1) eligible appliance as of the start of the third consecutive month in which you are a Subscriber. You will be eligible to receive one (1) Clean and Maintain service for one (1) eligible appliance every six (6) months thereafter, so long as you maintain continuous Subscription. Eligible appliances are major laundry and kitchen appliances.

(ii) However, if you are offered, and you accept, a Clean and Maintain service at no charge in connection with subscribing to the Program (or as a result of your new Program Subscription a recent Clean and Maintain service fee is waived), then that will count as

¹ See <https://www.searshomeservices.com/repair/appliance-brands-we-repair> for the list of brands that we repair.

your first Clean and Maintain Benefit and you will not be eligible for another Clean and Maintain Benefit until six (6) months after your Subscription begins, so long as you maintain continuous Subscription. Thereafter, you will be eligible for this Benefit once every six (6) months, so long as you maintain continuous Subscription.

D. Water Filter Replacement (once per year):

(i) You will be eligible to receive one (1) refrigerator water filter as of the start of the sixth consecutive month in which you are a Subscriber. You will be eligible to receive one (1) refrigerator water filter every twelve (12) months thereafter (i.e., once per year), so long as you maintain continuous Subscription. Shipping is included with this Benefit except for residents of Hawaii, Alaska and Puerto Rico.

(ii) However, if you are offered, and you accept, a free refrigerator water filter in connection with subscribing to the Program (or as a result of your new Program Subscription a recent refrigerator water filter purchase fee is waived), then that will count as your water filter Benefit for that year and you not be eligible for a water filter Benefit until twelve (12) months thereafter, so long as you maintain continuous Subscription. Thereafter, you will be eligible for this Benefit once every twelve (12) months, so long as you maintain continuous Subscription.

E. Appliance Repair Coupon (once per year): You will receive one (1) coupon applicable towards an eligible major appliance repair service through Sears (in an amount determined by Sears in its sole discretion). The coupon is valid as long as you are an active Subscriber at the time the coupon is used. You will also receive a referral card with a unique referral code that can be shared with a friend or family member. The referred friend or family member can use your referral code as a coupon towards an eligible major appliance repair service through Sears, so long as you are an active Subscriber at the time the referral code is used. If you are not an active Subscriber at that time, the referral code will be invalid and the referred friend or family member cannot use it as a coupon.

F. Replacement Item Reimbursement (one reimbursement per year): If, during a Sears technician repair visit, you decide you would prefer to replace the appliance instead of repair it, Subscribers will be eligible to receive reimbursement for a portion of the cost of one (1) replacement item (in an amount determined by Sears in its sole discretion), so long as the replacement item is purchased from Sears, a Sears technician or Sears Hometown, you provide proof of purchase to Sears, and you are an active Subscriber at the time of the replacement. You will also receive a referral card with a unique referral code that can be shared with a friend or family member. If, during a Sears technician repair visit, the referred friend or family member decides to replace the product instead of repair it, the referred friend or family member will be eligible to receive reimbursement for a portion of the cost of one (1) replacement item (in an amount determined by Sears in its sole discretion), so long as you are an active Subscriber at the time the referral code is used, the replacement item is purchased from Sears, a Sears technician or Sears Hometown, and the referred friend or family member provides proof of purchase to

Sears. If you are not an active Subscriber at that time, the referral code will be invalid and the referred friend or family member will not be eligible for this reimbursement.

G. Food Loss Reimbursement (up to \$150 annually): Subscribers will be reimbursed up to an amount determined by Sears in its sole discretion (which will be communicated to you prior to service beginning) for refrigerated and frozen food lost due to a refrigerator or freezer breakdown. Benefits under a Protection Agreement (“PA”) are not stackable with these food loss reimbursement Benefits under this Program.

SEARS CARE: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) Maintenance

A. System Cleaning & Maintenance (twice per year):(i). You will be eligible to receive one (1) Clean and Maintain service for one (1) eligible HVAC system as of the start of the third consecutive month in which you are a Subscriber. You will be eligible to receive one (1) Clean and Maintain service for one (1) eligible HVAC system every six (6) months thereafter, so long as you maintain continuous Subscription.

(ii). However, if you are offered, and you accept, Clean and Maintain service at no charge in connection with subscribing to the Program (or as a result of your new Program Subscription a recent Clean and Maintain service fee is waived), then that will count as your first Clean and Maintain Benefit and you will not be eligible for another Clean and Maintain Benefit until six (6) months after your Subscription begins, so long as you maintain continuous Subscription. Thereafter, you will be eligible for this Benefit once every six (6) months, so long as you maintain continuous Subscription.

B. Sears PartsDirect Credit (once per year): At the start of the sixth consecutive month in which you are a Subscriber, you will be eligible to receive a reimbursement up to a certain dollar amount for a purchase that you make from Sears PartsDirect (in an amount determined by Sears in its sole discretion). Thereafter, you will be eligible for this Benefit once every six (6) months, so long as you maintain continuous Subscription.

C. HVAC System Repair Coupon (once per year): You will receive one (1) coupon applicable towards an eligible HVAC system repair service through Sears (in an amount determined by Sears in its sole discretion). The coupon is valid as long as you are an active Subscriber at the time the coupon is used. You will also receive a referral card with a unique referral code that can be shared with a friend or family member. The referred friend or family member can use your referral code as a coupon towards an HVAC system repair service through Sears, so long as you are an active Subscriber at the time the referral code is used. If you are not an active Subscriber at that time, the referral code will be invalid and the referred friend or family member cannot use it as a coupon.

D. Replacement Item Reimbursement (one reimbursement per year): If, during a Sears technician repair visit, you decide you would prefer to replace the HVAC product instead of repair it,

Subscribers will be eligible to receive reimbursement for a portion of the cost of one (1) replacement item (in an amount determined by Sears in its sole discretion), so long as the replacement item is purchased from Sears, a Sears technician or Sears Hometown, you provide proof of purchase to Sears, and you are an active Subscriber at the time of the unit replacement... You will also receive a referral card with a unique referral code that can be shared with a friend or family member. If, during a Sears technician repair visit, the referred friend or family member decides to replace the HVAC product instead of repair it, the referred friend or family member will be eligible to receive reimbursement for a portion of the cost of one (1) replacement item (in an amount determined by Sears in its sole discretion), so long as you are an active Subscriber at the time the referral code is used, the replacement item is purchased from Sears, a Sears technician or Sears Hometown, and the referred friend or family member provides proof of purchase to Sears. If you are not an active Subscriber at that time, the referral code will be invalid and the referred friend or family member will not be eligible for this reimbursement.

3. Privacy

By registering for the Program, you consent to the collection, use and disclosure of your personal information as described in the Sears Privacy Policy, which also governs your access and use of any customer information transmitted between Sears and you. Subscribers may unsubscribe from Sears promotional emails at any time via the unsubscribe link in those emails.

4. General Terms of Program

A. Subscription in the Program and its benefits are offered at the discretion of Sears, which reserves the right to terminate, change, limit, modify, suspend, or cancel any Program rules, regulations, benefits, or conditions of participation at any time, with or without notice. In the event of cancellation, Benefits earned up to the date of cancellation will be issued according to the Terms in place immediately prior to cancellation.

B. Sears may change or modify these Terms at any time. We will post the revision date with the revised Terms on our website. Electing to remain a Subscriber after a change in the Terms constitutes your acceptance of the revised Terms. The revisions to the Program that Sears may make include, but are not limited to, any of the following changes: (i) increase or decrease the number of Benefits available; (ii) cease providing select Benefits; (iii) change the method of, or eligibility for, becoming a Subscriber; and (iv) institute or add blackout dates for earning Benefits.

C. These Terms are void outside the United States and where and to the extent prohibited by law.

D. Abuse of the Program, including failure to abide by these Terms, the sale or barter (or the attempted sale or barter) of Benefits, or promotional offers, and any misrepresentation of fact relating thereto or other improper conduct as determined by Sears in its sole judgment may result in cancellation of a Subscriber's account and future disqualification from Program participation. At our discretion we may prosecute abuse of the Program to the fullest extent of the law.

E. CONFIDENTIAL ARBITRATION. You agree that by entering into these Terms, you and Sears are each waiving the right to trial by jury and the ability to participate in a class action. **YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT. ANY AND ALL DISPUTES SEARS OR YOU HAVE RELATING IN ANY WAY TO THE PROGRAM OR YOUR RELATIONSHIP WITH SEARS (INCLUDING WITHOUT LIMITATION WITH RESPECT TO PROGRAM DATA, YOUR TRANSACTIONS WITH US, SEARS' ADVERTISEMENTS AND DISCLOSURES, EMAIL AND MOBILE SMS (TEXT) MESSAGES WE SEND TO YOU, OR THE USE OR DISCLOSURE OF ANY INFORMATION ABOUT YOU), THESE TERMS, PRIVACY POLICIES, TERMS OF USE, THE SITE OR YOUR STATUS AS A SUBSCRIBER (COLLECTIVELY, "PROGRAM CLAIMS") WILL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN THE FEDERAL JUDICIAL DISTRICT IN WHICH YOU RESIDE, EXCEPT TO THE EXTENT THAT YOU HAVE, IN ANY WAY, VIOLATED OR THREATENED TO VIOLATE ANY SEARS INTELLECTUAL PROPERTY RIGHT. PROGRAM CLAIMS INCLUDE CLAIMS BASED ON CONTRACT, TORT (INCLUDING INTENTIONAL TORT), FRAUD, AGENCY, YOUR OR OUR NEGLIGENCE, STATUTORY OR REGULATORY PROVISIONS, OR ANY OTHER SOURCE OF LAW.**

A Subscriber who intends to seek arbitration must first send to the Sears, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to Sears must be mailed to Transform SR Holdings LLC , 3333 Beverly Road, Hoffman Estates, IL 60179, Attn: General Counsel. The Notice shall describe the nature and basis of the claim or disputes and the specific relief sought. If you and we cannot reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or we may commence arbitration.

All arbitrations required by these Terms will be conducted under the Commercial Arbitration rules of the American Arbitration Association. The arbitrator's award is binding and may be entered in any court of competent jurisdiction. No arbitration brought under, or with respect to, Program Claims is to be joined to an arbitration involving any other party subject to these Terms whether through class arbitration proceedings or otherwise. Unless Sears and Subscriber agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, private attorney general or class proceeding.

For arbitration claims you assert against Sears in accordance with this section (but not for any arbitration claim against you) Sears will pay all of your administrative, hearing, and arbitrator's fees and costs for the arbitration (but not the fees, expenses, and costs of your lawyers, experts, or witnesses) in excess of any filing fee you would have been required to pay to file the claim as a lawsuit in a state or federal court (whichever is greater) in the judicial district in which you reside. Sears will pay its, and you will pay your, lawyers', experts', and witness' fees, expenses, and costs with respect to all claims. The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Similarly, an arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by all parties.

YOU WILL NOT AGREE TO ACT AS A REPRESENTATIVE OR A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT AGAINST SEARS IN ANY COURT, OR IN ARBITRATION, WITH RESPECT TO ANY PROGRAM CLAIMS. THIS SECTION 4E (CONFIDENTIAL ARBITRATION) WILL SURVIVE THE TERMINATION OF THE RELATIONSHIP BETWEEN YOU AND US.

Sears or you may seek injunctive relief only in any state or federal court in Chicago, Illinois, USA, and Sears and you consent to the exclusive jurisdiction and venue in the state and federal courts in Chicago, Illinois, USA for injunctive relief purposes. The arbitrator shall have no authority to issue injunctive relief.

F. By agreeing to participate in the Program, you agree TO THE FULLEST EXTENT PERMITTED BY LAW, THAT SEARS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION OR SUBSCRIPTION IN THE PROGRAM, INCLUDING DAMAGES ARISING OUT OF CHANGES TO OR TERMINATION OF THE PROGRAM. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES. TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS ON SEARS' LIABILITY SET FORTH HEREIN SHALL APPLY WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, OR WHETHER IN TORT, CIVIL LIABILITY BY WAY OF NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BY AGREEING TO THESE TERMS, YOU WILLINGLY AGREE THAT YOU HAVE RELINQUISHED YOUR RIGHT TO SEEK THESE DAMAGES FROM SEARS AND THAT THIS IS A REASONABLE ALLOCATION OF RISK.

G. Sears makes no warranty or condition, express or implied, including, but not limited to, any warranties or conditions of merchantability or fitness for a particular purpose with respect to the Program, Subscription in the Program, or any products or services related to the Program

H. The Program and these Terms will be governed by and construed under the substantive laws of the State of Illinois, without reference to conflict of laws considerations. Any claims must be raised and resolved in the federal or state courts located Chicago, Illinois. In the event that the laws of the jurisdiction in which you reside require that the laws of such jurisdiction apply to these Terms, or that any claims relating to these Terms be raised and resolved in the courts of such jurisdiction, the foregoing governing law and choice of jurisdiction shall not apply to you.

I. The provisions of this Program are intended to be interpreted in a manner which makes them valid, legal, and enforceable. In the event any provision is found to be partially or wholly invalid, illegal or unenforceable, such provision shall be modified or restricted to the extent and in the manner necessary to render it valid, legal, and enforceable. If such provisions cannot under any circumstances be so modified or restricted, they shall be excised from these Terms without affecting the validity, legality or enforceability of any of the remaining provisions.

J. The Sears logo, Program logo, and other logos and taglines are the intellectual property of Sears.

K. If you have any questions about the program or these Terms, please contact the appropriate Sears Customer Service team at 801-657-5398.

Last Updated: 6.2.2022 Effective: 12.1.2021