



DRAIN PLUS MAINTENANCE SERVICES AGREEMENT TERMS AND CONDITIONS

1. SERVICES COVERED

Drain Plus Maintenance Services ("Drain Plus") provides annual residential plumbing and drain maintenance memberships, inspections, preventive services, and qualifying minor repairs, as outlined in the member's selected plan. Coverage applies only to services specifically included in the selected membership tier and is subject to the limits, exclusions, access requirements, and other terms in this Agreement.

2. MEMBERSHIP PLANS

Membership is billed annually unless Drain Plus approves another payment arrangement in writing. Each plan includes a limited number of included service calls per membership year based on the selected tier. Preventive benefits, included services, and repair eligibility vary by plan. Unused included calls do not roll over into a new membership term.

3. INCLUDED PLAN BENEFITS

Depending on the selected plan, benefits may include maintenance drain cleaning, powerflushing, camera inspection, and qualifying minor plumbing or drain services. Any benefit that is not expressly listed in the member's selected plan is not included. Preventive services are intended for maintenance and do not guarantee that future failures, clogs, leaks, or backups will not occur.

4. QUALIFYING MINOR REPAIRS

Qualifying minor repairs generally include small plumbing or drain issues that can reasonably be addressed during one standard service visit, such as minor leak repairs, basic drain clearing, p-trap or trap repairs, supply line replacement, shut-off valve replacement, toilet fill valve or flapper replacement, minor branch drain snaking, and similar limited-scope plumbing repairs. Drain Plus has sole discretion to determine whether a repair falls within the qualifying minor-repair scope.

5. WHEN INCLUDED CALLS ARE USED

After all included calls in the selected plan have been used, the member remains an active Drain Plus member until the membership renewal date. For each additional eligible minor repair, the member-only service fee is \$150 for one qualifying repair during one service visit and includes up to 60 minutes of standard on-site labour. Members may use this member-only service option multiple times during the remainder of the active membership term, subject to eligibility and service availability. Materials, parts, specialty equipment, permits, disposal fees, and applicable HST are additional. Work outside the qualifying minor-repair scope is quoted separately.

6. MEMBER ACKNOWLEDGEMENT OF SERVICE LIMITS

Preventive benefits and minor-repair eligibility are subject to plan terms, property access, system condition, safety requirements, service limitations, and technician assessment. Drain Plus may inspect or diagnose the reported issue before confirming whether it is covered or eligible under the selected membership.



7. PLAN ACTIVATION

The membership plan becomes active 10 business days after enrolment and confirmed payment, unless Drain Plus advises otherwise in writing. The 10-business-day activation period begins on the first business day after enrolment is completed. Included calls, preventive benefits, and member-only service pricing cannot be used before the activation date. Service needs that existed, were known, or were reasonably apparent before the activation date may be treated as pre-existing conditions and may be excluded from coverage.

8. COVERED SERVICE VISITS AND DIAGNOSIS

A service call includes attendance at the enrolled property for one reported plumbing or drain issue. Drain Plus may inspect, test, or diagnose the reported condition before performing work. If the reported issue is not covered, is outside the selected plan, requires specialized equipment, requires more than the included labour allowance, or requires a major repair, Drain Plus may provide a separate estimate before proceeding.

9. EXCLUSIONS FROM COVERAGE

Unless expressly included in the selected plan, membership coverage does not include major repairs, full system replacement, sewer or water-service replacement, excavation, concrete removal or replacement, waterproofing, structural work, code upgrades, permits, restoration or redecoration, emergency after-hours premiums, or replacement of fixtures, appliances, pumps, tanks, water heaters, filtration systems, or equipment not specifically listed as covered.

Coverage also excludes damage or service needs caused by abuse, misuse, neglect, vandalism, freezing, fire, flood, storm, municipal sewer conditions, roots, grease, wipes, foreign objects, improper installation, alterations by others, corrosion, deteriorated piping, defective fixtures or equipment, or any condition that reasonably requires work beyond a qualifying minor repair.

10. RESTORATION AND ACCESS OPENINGS

The cost of opening, repairing, replacing, redecorating, or restoring walls, ceilings, drywall, plaster, wallpaper, paint, flooring, tile, cabinetry, countertops, landscaping, concrete, finishes, or other structural or cosmetic materials is not included unless Drain Plus specifically agrees otherwise in writing. Where access openings are required to perform plumbing or drain work, the member is responsible for restoration unless stated otherwise in the written work order or estimate.

11. PROPERTY ACCESS AND SAFETY

The member must provide safe, clear, unobstructed, and timely access to all service areas, fixtures, drains, cleanouts, shut-off valves, utility rooms, and other locations reasonably required to perform service. Drain Plus may postpone, decline, or stop work where conditions are unsafe, unsanitary, inaccessible, hazardous, or likely to damage property, tools, or equipment. Pets must be secured and, when requested, an adult must be present at the property.

12. UNAUTHORIZED WORK AND THIRD-PARTY CONTRACTORS

Drain Plus will not reimburse or credit the member for work, parts, services, diagnostic charges, emergency calls, or replacements performed or supplied by another contractor or service provider unless Drain Plus gave prior written authorization. Work performed by others may also affect coverage if that work changes, damages, or interferes with the condition being serviced.



13. PRE-EXISTING AND RECURRING CONDITIONS

Drain Plus is not responsible for hidden defects, pre-existing damage, aging or deteriorated piping, repeated blockages, chronic leaks, defective installations, root intrusion, grease accumulation, corrosion, scale buildup, collapsed piping, or other system conditions that existed before plan activation or that require more extensive work than a qualifying service. If a root cause is outside plan coverage, Drain Plus may provide a separate estimate for corrective work. Repeated service for the same unresolved root cause may be declined until the recommended corrective work is completed.

14. TERM, PROPERTY AND TRANSFERABILITY

Each membership term is 12 months beginning on the activation date unless otherwise stated in writing. Membership benefits apply only to the service address enrolled under the plan and may not be transferred to another residence, property, owner, tenant, or person without Drain Plus's prior written approval. Moving from the enrolled property does not create a right to a refund for unused benefits unless required by applicable law.

15. RENEWAL

Membership does not renew automatically unless the member has expressly authorized recurring renewal or recurring billing. If automatic renewal has been authorized, Drain Plus may charge the renewal amount using the payment method on file in accordance with the authorization provided. Renewal pricing and plan features may differ from the prior term, and any changes will be communicated before or at renewal as required by applicable law.

16. CANCELLATION AND REFUNDS

Before activation, a member may request cancellation and any refund rights will be handled in accordance with applicable law and the payment terms provided at enrolment. Once the plan becomes active, membership fees are non-refundable except where required by law. Cancellation does not entitle the member to reimbursement for unused calls, unused preventive benefits, partial months, or the remaining portion of the membership term. Drain Plus may suspend or cancel a membership for non-payment, fraud, abuse of service, unsafe conditions, harassment, unauthorized use, or material breach of this Agreement.

17. BILLING AND PAYMENT

Membership fees are payable in advance unless Drain Plus has approved another arrangement in writing. Applicable HST is additional. Non-covered work, additional labour, materials, parts, specialty equipment, permits, disposal fees, and other separately quoted charges are payable according to the applicable invoice or work order. If a payment is declined, reversed, charged back, or remains unpaid, Drain Plus may suspend membership benefits until the account is brought current.

18. UNAVAILABLE PARTS, MATERIALS AND SERVICE DELAYS

If a required part, material, product, technician, or specialty service is unavailable, delayed, discontinued, or outside normal supply channels, Drain Plus may recommend a substitute, reschedule the service, or provide a separate estimate. Drain Plus is not responsible for delays caused by supplier shortages, special-order items, weather, emergencies, labour disruptions, municipal restrictions, traffic, utility interruptions, or other circumstances beyond its reasonable control.



19. NOTICE OF CHANGES

Drain Plus may update membership pricing, plan features, included services, exclusions, service areas, operating procedures, and these Terms and Conditions from time to time. Notice may be provided by email, website posting, invoice message, member portal, text message, or other written communication. Changes will take effect on the date stated in the notice or, where required, upon renewal or after any notice period required by applicable law.

20. LIMITATION OF LIABILITY

Drain Plus is not the manufacturer of the plumbing system, drain system, fixture, fitting, appliance, equipment, or component being serviced and makes no separate warranty regarding such products. Drain Plus is not responsible for indirect, incidental, special, punitive, or consequential loss arising from pre-existing conditions, hidden defects, deterioration, municipal backups, water escape, loss of use, business interruption, or circumstances beyond its reasonable control, except to the extent liability cannot lawfully be excluded or limited. Nothing in this Agreement limits any rights or remedies that cannot be waived under applicable law.

21. PRIVACY AND COMMUNICATIONS

Drain Plus may collect, use, and store personal information reasonably required to administer the membership, verify account information, schedule service, process payments, provide customer support, maintain service records, and communicate with the member. The member may receive service, appointment, billing, renewal, and account communications by phone, email, or text. Marketing communications will be handled in accordance with applicable consent and unsubscribe requirements.

22. OTHER TERMS

- Your plan will become active 10 business days after enrolment and confirmed payment.
- Drain Plus will not reimburse the cost of services, parts, or replacement work performed by contractors or service providers that were not authorized by Drain Plus in advance.
- Except where required by law or expressly provided in writing, active membership coverage is non-refundable and is not transferable to another residence.
- Drain Plus may decline service where the requested work falls outside the selected plan, is unsafe, is not reasonably accessible, or requires major repair, replacement, excavation, restoration, or specialized work.
- Costs of redecoration and restoration required as a result of plumbing or drain work are not covered unless specifically included in a written estimate or work order.
- Failure or delay caused by circumstances beyond Drain Plus's reasonable control will not constitute a breach of this Agreement for the period of the delay.
- If any provision of this Agreement is found unenforceable, the remaining provisions will continue in effect to the extent permitted by law.