

## **Four Seasonz Service Agreement for Monthly Subscription**

**Last Updated: May of 2025**

**This Service Agreement ("Agreement") governs your use of the Four Seasonz website (the "Website") as a homeowner subscribing to our monthly home maintenance services with payment collection authorized over the phone. By enrolling in the subscription and providing payment authorization, you agree to be bound by this Agreement between you and Four Seasonz ("we," "us," or "our"). This Agreement is designed to protect Four Seasonz and clarify your responsibilities as a homeowner. If you do not agree to these terms, you must not enroll or use the subscription services.**

### **1. Acceptance of Agreement**

**By enrolling in the monthly subscription, you confirm that you are a homeowner, at least 18 years old, and have the legal capacity to enter this Agreement. This Agreement forms a legally binding contract between you and Four Seasonz. Your continued participation in the subscription signifies your acceptance of this Agreement and any updates posted on the Website.**

### **2. Description of Subscription Services**

**Four Seasonz operates a platform that connects homeowners with independent home maintenance service providers ("Providers") for services such as plumbing, electrical work, general repairs, or seasonal maintenance ("Services"). The monthly subscription allows you to:**

- **Schedule recurring or on-demand Services through the Website.**
- **Receive priority booking and access to vetted Providers.**
- **Pay a monthly fee, collected via phone-authorized payment, to cover service coordination and platform access.**

**Four Seasonz is not a service provider and does not perform the Services. We facilitate scheduling, communication, and payment processing but are not responsible for the quality, safety, or outcome of Services provided by Providers.**

### **3. Independent Provider Disclaimer**

**Providers are independent contractors, not employees, agents, or affiliates of Four Seasonz. You acknowledge that:**

- **Providers are solely responsible for the Services performed at your residence.**

- **Four Seasonz is not liable for any property damage, personal injury, or losses caused by Providers' actions or omissions.**
- **Any agreements, disputes, or claims related to Services are between you and the Provider.**
- **You assume all risks associated with allowing Providers access to your home.**

#### **4. Monthly Payment Collection**

- **Subscription Fee:** You agree to pay a recurring monthly fee (the "Subscription Fee") as outlined during enrollment. The fee covers platform access, service coordination, and priority booking but does not include the cost of specific Services, which are billed separately.
- **Phone Authorization:** You authorize Four Seasonz to collect the Subscription Fee and any additional Service charges via the payment method provided over the phone (e.g., credit/debit card). You confirm that you are the authorized user of the payment method.
- **Billing Cycle:** Payments are processed monthly on the date of your enrollment (or the nearest business day). You will receive a billing confirmation via email.
- **Failed Payments:** If a payment fails, we will attempt to reprocess it within 5 business days. If payment remains unsuccessful, your subscription may be suspended until resolved.
- **Fee Changes:** We may adjust the Subscription Fee with 30 days' written notice via email or Website announcement. Continued use after the change constitutes acceptance.
- **Taxes:** You are responsible for any applicable taxes on the Subscription Fee or Services.

#### **5. Service Charges**

- **Additional Charges:** Specific Services booked through the subscription (e.g., plumbing repair) incur separate charges, agreed upon during booking and processed via the same phone-authorized payment method.
- **Provider Pricing:** Service charges are set by Providers and displayed during booking. Four Seasonz is not responsible for pricing disputes, which must be resolved directly with the Provider.

- **No Refunds: Subscription Fees and Service charges are non-refundable unless otherwise specified by Four Seasonz or the Provider. Refunds, if applicable, are at our discretion.**

## **6. Homeowner Responsibilities**

**You agree to:**

- **Provide Accurate Information: Submit truthful details during enrollment and booking, including your name, contact information, home address, and service requirements.**
- **Authorize Payments: Ensure the payment method provided is valid and has sufficient funds for monthly charges.**
- **Ensure Safe Access: Provide Providers with safe and reasonable access to your property, including clear instructions and necessary permissions.**
- **Maintain Property Conditions: Ensure your home is safe for Providers (e.g., no hazardous materials or unsafe structures).**
- **Comply with Laws: Use the Website and Services in compliance with all local, state, and federal laws.**
- **Prohibited Conduct: You agree not to:**
  - **Misrepresent your property conditions or service needs.**
  - **Use the subscription for non-residential or commercial purposes without consent.**
  - **Interfere with the Website's operations, such as introducing malware or attempting unauthorized access.**

## **7. Property Damage and Risk**

**Home maintenance Services carry inherent risks, including potential damage to your property. Four Seasonz is not liable for:**

- **Damage to your home, fixtures, or belongings caused by Providers.**
- **Losses or injuries due to your failure to provide safe or accurate property conditions.**
- **Costs associated with repairs or replacements due to Service outcomes.**

**We recommend verifying that Providers carry liability insurance before allowing them to perform Services.**

## **8. Subscription Cancellation**

- **By You:** You may cancel your subscription at any time by contacting us at [support@fourseasonz.com](mailto:support@fourseasonz.com) or calling [Your Phone Number]. Cancellation takes effect at the end of the current billing cycle, and no further Subscription Fees will be charged. No prorated refunds are provided.
- **By Us:** We may cancel your subscription with 30 days' notice for any reason, or immediately if you violate this Agreement, engage in fraudulent activity, or fail to make payments.
- **Post-Cancellation:** Upon cancellation, you lose access to subscription benefits, but any scheduled Services will be honored unless canceled separately.

## **9. Limitation of Liability**

**To the fullest extent permitted by law, Four Seasonz, its affiliates, officers, directors, and employees shall not be liable for any damages, including:**

- **Direct, indirect, incidental, special, consequential, or punitive damages.**
- **Property damage, personal injury, or death resulting from Services or Provider actions.**
- **Loss of use, data, or profits from your use of the Website or subscription.**

**Our total liability, if any, shall not exceed the total Subscription Fees you paid in the 12 months prior to the claim. This limitation applies to all claims, whether based on contract, tort, or other legal theories.**

## **10. Indemnification**

**You agree to indemnify, defend, and hold harmless Four Seasonz, its affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, or expenses (including legal fees) arising from:**

- **Your use of the Website or subscription Services.**
- **Your violation of this Agreement or applicable laws.**
- **Disputes between you and Providers, including claims of property damage or poor service.**

- Your negligence, misconduct, or failure to provide accurate property or payment information.

## **11. Dispute Resolution and Arbitration**

- **Informal Resolution:** Contact us at [support@fourseasonz.com](mailto:support@fourseasonz.com) to resolve issues informally before escalating.
- **Binding Arbitration:** Unresolved disputes shall be settled by binding arbitration in [Your City, State/Country], administered by the American Arbitration Association under its Consumer Arbitration Rules. The arbitrator's decision is final and enforceable in court.
- **No Class Actions:** Disputes must be resolved individually, and you waive any right to participate in class actions or class arbitrations.
- **Governing Law:** This Agreement is governed by the laws of [Your State/Country], excluding conflict of law principles.

## **12. Force Majeure**

Four Seasonz is not liable for failure to perform its obligations due to events beyond our control, such as natural disasters, strikes, government actions, or technical failures.

## **13. No Warranties**

The Website and subscription Services are provided “as is” without warranties, express or implied, including merchantability, fitness for a particular purpose, or non-infringement. We do not guarantee that the Website will be error-free, secure, or uninterrupted, or that Providers will meet your expectations.

## **14. Changes to Agreement**

We may update this Agreement at any time. Revised terms will be posted on the Website with the “Last Updated” date. Your continued subscription after changes constitutes acceptance.

## **15. Contact Us**

For questions or to manage your subscription, contact:

- Email: [support@fourseasonz.com](mailto:support@fourseasonz.com)
- Phone: 425.800.5522

- **Address:**

**By enrolling in the monthly subscription and authorizing phone-based payment collection, you acknowledge that you have read, understood, and agree to this Agreement. You accept all risks associated with engaging Providers and hold Four Seasonz harmless from any resulting liabilities.**