#### **BELOW AC Maintenance Subscription Terms and Conditions**

These Terms and Conditions ("Agreement") govern the use of the AC maintenance subscription services provided by **LM CLEAN AND COOL LLC, doing business as BELOW AC** ("Company," "we," "us," or "our"). By subscribing to our services, you agree to the terms outlined in this Agreement. Please read the terms carefully before subscribing.

## 1. Subscription Services

The subscription service provided by **LM CLEAN AND COOL LLC**, **doing business as BELOW AC** covers annual maintenance for your air conditioning system, which may include inspections, performance checks, and any additional services as specified in your selected plan.

Details of the services included in your specific plan can be found on our website at acbelow.com.

### 2. Payment Terms

- All subscriptions are billed annually. Payment for the full subscription amount is required upfront, and the subscription will be valid for one year from the payment date.
- By subscribing, you authorize LM CLEAN AND COOL LLC, doing business as BELOW AC to charge your payment method on file annually at the rate agreed upon at the time of subscription.
- Any applicable taxes or fees will be added to the subscription cost.

#### 3. Automatic Renewal

- Your subscription will automatically renew at the end of each annual term unless canceled in accordance with Section 4 below.
- The renewal will be processed using the payment method on file. If your payment method expires or fails, we will contact you for updated payment information.

#### 4. Cancellation and Termination

You may cancel your subscription at any time through one of the following

#### methods:

- **Phone Call**: Call us at the number provided on our website, <u>acbelow.com</u>, during business hours.
- **Member Portal**: Log into your account on our website and cancel your subscription through the member portal.
- Cancellations will take effect at the end of the current annual term. No refunds will be issued for the unused portion of the subscription term.
- If your subscription is not canceled before the renewal date, it will automatically renew for another year.

### 5. Changes to the Subscription Plans

- LM CLEAN AND COOL LLC, doing business as BELOW AC, reserves the right to change the pricing, terms, or services included in the subscription plans at any time. Any changes will take effect at the start of the next billing cycle.
- Subscribers will be notified of any changes to the plan terms or pricing at least 30 days before the renewal date.

### 6. Customer Responsibilities

- You are responsible for ensuring that the contact information and payment information provided are accurate and up to date.
- You agree to provide reasonable access to your property for LM CLEAN AND
  COOL LLC, doing business as BELOW AC to perform the services outlined in your
  plan. Failure to provide access may result in a missed service, and no refunds or
  adjustments will be made for missed services due to access issues.

# 7. Limitation of Liability

- LM CLEAN AND COOL LLC, doing business as BELOW AC is not liable for any damages or losses caused by circumstances outside of our control, including, but not limited to, weather events, power outages, or equipment failures beyond routine maintenance.
- Our liability in connection with the services provided is limited to the amount paid for the subscription plan during the year in which a claim arises.

# 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state in which **LM CLEAN AND COOL LLC** operates, without regard to its conflict of law principles.

#### 9. Contact Information

For any questions, concerns, or assistance regarding your subscription, please contact **LM CLEAN AND COOL LLC, doing business as BELOW AC** at the phone number or email listed on our website, <u>acbelow.com</u>.

By subscribing to our services, you agree to these terms and conditions. These terms may be updated periodically, and subscribers will be notified of any significant changes.