

Terms of Use

Last Updated: July 28, 2026

Welcome to our website. We provide a mix of HVAC, plumbing, and electrical services for your household needs. We have created the Site to provide you with information about our HVAC, plumbing, and electrical services and to allow you to contact us for services.

BINDING CONTRACT

THESE TERMS OF USE (“TERMS”) GOVERN YOUR ACCESS TO AND USE OF THE SITE, INCLUDING ANY CONTENT ON THE SITE. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SITE AS THESE TERMS IMPACT YOUR LEGAL RIGHTS.

IF YOU CHOOSE TO ACCESS AND USE THE SITE, YOU ARE ENTERING INTO A BINDING CONTRACT WITH US IN ACCORDANCE WITH THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE.

ARBITRATION NOTICE; CLASS WAIVER; WAIVER OF TRIAL BY JURY.

THESE TERMS CONTAIN A MANDATORY MUTUAL ARBITRATION AGREEMENT (“ARBITRATION AGREEMENT”). UNDER THE ARBITRATION AGREEMENT, YOU AGREE THAT WE WILL RESOLVE ALL DISPUTES BETWEEN YOU AND US BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. YOU UNDERSTAND THAT YOU AND THE COMPANY ARE GIVING UP THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION OR MASS ARBITRATION, THE RIGHT TO A COURT PROCEEDING, AND THE RIGHT TO A JURY TRIAL. FOR MORE INFORMATION, PLEASE READ SECTION 10 OF THIS AGREEMENT.

COOKIES, PIXELS, SESSION REPLAY AND OTHER TRACKING TECHNOLOGIES (ADTECH)

WE USE COOKIES, PIXELS, AND OTHER TRACKING TECHNOLOGIES (“ADTECH”) ON OUR SITE. WE USE ADTECH TO COLLECT AND PERFORM DATA ANALYTICS, TO RECORD HOW YOU INTERACT WITH THE SITE AND OUR CONTENT AND TO SERVE YOU WITH TARGETED ADVERTISEMENTS. BY VISITING AND USING OUR SITE, YOU ARE CONSENTING TO OUR USE OF ADTECH AND UNDERSTAND AND AGREE THAT WE MAY SHARE PERSONAL INFORMATION ABOUT YOU THAT WE COLLECT THROUGH ADTECH WITH OUR THIRD-PARTY ADVERTISING AND ANALYTICS PARTNERS.

FOR MORE INFORMATION ABOUT HOW WE USE ADTECH, PLEASE SEE OUR [\[LINK: Privacy Policy \(form #3\)\]](#).

AGE RESTRICTIONS

The Site is intended for users who are at least 18 years old. If you are under 18 years of age, you may not use the Site or submit any Personal Information to us. We do not knowingly collect Personal Information from individuals under 18 years of age. If we learn that we have collected Personal Information from an individual under 18 years of age, we will take steps to delete such information as soon as practicable.

CHANGES TO THESE TERMS

We may update these Terms from time to time in our sole discretion. All changes are effective immediately upon posting to this Site. If we make material changes to these Terms, we will post a notice at the top of these Terms, on the homepage of the Site or otherwise communicate these changes to you. IF YOU DISAGREE WITH ANY FUTURE CHANGES TO THESE TERMS, STOP USING THE SITE. IF YOU CONTINUE TO USE THE SITE AFTER WE HAVE POSTED UPDATED TERMS, YOU AGREE TO BE BOUND BY THE UPDATED TERMS.

1. SITE ACCESS

We have created this Site and its Content, (as defined below), for general informational purposes and for your convenience. The Site contains certain Content, features, and tools that allow visitors to review information about our HVAC, plumbing, and electrical services, learn how to schedule services, and learn more about our services. We reserve the right to suspend, restrict or terminate all or a portion of the Site or your access to or use of the Site, at any time, without prior notice.

2. OWNERSHIP AND USE OF THE SITE AND CONTENT; INTELLECTUAL PROPERTY RIGHTS

The Site and all of its content, features, and functionality (including but not limited to all information, software, text, displays, images, drawings, designs, software applications, video and audio, photographs, graphics, messages, postings, files, documents, and other materials and its design, selection, and arrangement) (“**Content**”) are owned by the Company or its licensors. The Site and its Content are subject to certain copyright, trademark, patent, trade secret or other intellectual property rights throughout the US and the world. Company shall be the sole owner of all content developed by Company regardless of payment and shall have complete access to all content developed immediately as well as after termination/expiration of this Agreement.

We permit you to view and download certain Content from the Site for your personal use only, provided you comply with these Terms. Unauthorized use of the Site or its Content may violate our intellectual property rights or the intellectual property rights of others. If you fail to comply with these Terms, we may terminate your ability to use the Site and its Content.

3. TRADEMARKS

We hold certain registered trademarks and service marks (“**Company Marks**”). The Company Marks may only be used with the prior express written permission of the Company. The Company Marks may not be used in any manner that is likely to cause confusion among consumers, or which interferes with the value of our products, services or the Site. You have no right to use any Company Marks or those of any other entity by virtue of your use of this Site.

4. ACCEPTABLE USE POLICY

All Site users agree to comply with the following acceptable use policy:

a. Compliance with Laws.

You must comply with all applicable laws, rules, and regulations (“Applicable Laws”) when accessing or using the Site and its Content.

b. Protection of Intellectual Property Rights.

You may not infringe or misappropriate the Company’s, its affiliates’, or any third party’s legal rights in creative works, inventions, or other protected materials, including copyrights, trademarks, patents, trade secrets, or other intellectual property rights (“Intellectual Property Rights”) when using the Site or its Content. You may not use the Content on any other website, social media site, or networked computer environment (such as an intranet or extranet) for any purpose without the prior written permission of the Company, which may be granted or denied in the Company’s sole discretion. You agree not to remove any copyright or other notices from any Content.

c. No Use with AI.

You may not use or incorporate any Content into any artificial intelligence (“AI”) system (“AI System”), including but not limited to any large learning model, algorithmic software program, training data set, AI model or generative AI tool or similar technology for any purpose including, but not limited to, training or using the Content in developing or operating a machine learning or AI System.

d. No Scraping.

You are prohibited from accessing the Site, including its Content, with any robot, bot, spider, web crawler, extraction software, deep link, script, service, scraping tool, AI agent, autonomous software system, or any other manual or automated process or device in order to scrape, extract, gather, copy, monitor, index, analyze, or retrieve Content from the Site. This prohibition includes, but is not limited to, the use of AI-powered browsing agents, autonomous web agents, or any software that uses artificial intelligence or machine learning to navigate, interact with, or collect information from the Site without human direction. Notwithstanding the foregoing, the Company may permit access by operators of public search engines for the sole purpose of indexing publicly available Content, provided such operators comply with the Site’s robots.txt file and do not use

the Content for AI training, machine learning, or any purpose other than directing users to the Site through search results.

e. Be Truthful and Honest.

You will ensure that any information you provide when using the Site is true and accurate, does not misrepresent your affiliation with the Company or any third party, and is not used to commit fraud or to falsify information in connection with your use of the Site, including the Content.

f. Protection of Personal Information.

In using the Site, you agree not to disclose any Personal Information or image of another individual without that person's prior written consent or, in the case of minors, without the prior written consent of their parent or legal guardian.

g. No Harmful Behavior.

You will not act maliciously against the business interests of the Company, its affiliates, employees, customers or other users of this Site. You will not interfere with another person's or entity's use or enjoyment of the Site or its Content.

h. No Impersonations.

You may not impersonate or attempt to impersonate another user or person when using the Site.

i. No Commercialization.

You may not modify, adapt, translate, copy, distribute, re-publish, transmit, broadcast, display, perform, reproduce, publish, reuse, sell, resell, license, create derivative works of, or transfer the Site or its Content in whole or in part for any commercial purposes or to create a competing Site or business.

j. No Harassment.

You will not harass, annoy, intimidate, or threaten any of the Company's employees, agents, customers, representatives or any third party when using the Site.

k. No Interference with the Operation of the Site.

You will not engage in activities designed to or which disable, damage, change the functionality or appearance of the Site or its Content or render the Site inoperable or to make it more difficult to use.

I. No Hacking.

You will not (i) attempt to gain unauthorized access to other computer systems from or through the Site; (ii) upload, post, or transmit malware, viruses, Trojan horses, worms, time bombs, cancelbots, ransomware, or other harmful, disruptive, or destructive files or computer programming routines (“Malware”); (iii) disrupt, interfere with, or otherwise harm or violate the security of the Site, system resources, accounts, passwords, servers, or networks connected to or accessible through the Site; (iv) attack the Site via a denial-of-service attack or distributed denial-of-service attack; or (v) circumvent any technological protection measures that limit or restrict a user’s access to or use of the Site or its Content.

5. COPYRIGHT LAW VIOLATIONS AND DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) COMPLIANCE

We respect the Intellectual Property Rights of others and are committed to complying with copyright laws.

We will respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (“**DMCA**”). Copyright-infringing materials found on the Site can be identified and removed via our DMCA process listed below. You agree to comply with this DMCA process in the event you are involved in any claim of copyright infringement to which the DMCA may be applicable.

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide our DMCA agent with the written information specified below. Please note that this procedure is exclusively for notifying the Company that your copyrighted material has been infringed. We do not and will not make any legal decisions about the validity of your claim for infringement or the possible defenses to a claim.

If we receive a clear and valid notice pursuant to the guidelines set forth below, we will respond by either taking down the allegedly infringing content or blocking access to it. We may contact the notice provider to request additional information.

Under the DMCA, the Company is required to take reasonable steps to notify the user who posted the allegedly infringing content (“**Alleged Infringer**”).

The Alleged Infringer is allowed under the law to send Company a counter-notification. Notices and counter-notices are legal notices distinct from regular Site activities or communications. We may publish or share them with third parties in our sole discretion (in addition to producing them pursuant to a subpoena or other legal discovery request).

Anyone making false or fraudulent notice or counter-notice may be liable for damages under the DMCA, including costs and attorneys' fees. Any person who is unsure of whether certain material infringes a copyright held by such person or a third party should contact an attorney.

To file a DMCA notice, the copyright owner must send a written letter by fax, regular mail, or email only. We reserve the right to ignore a notice that is not in compliance with the DMCA, and we may, but are not obligated to, respond to a non-compliant notice.

DMCA notice must:

- a. Identify specifically the copyrighted work(s) believed to have been infringed (for example, “My copyrighted work is the picture that appears at [list location where material is located].”);
- b. Identify the content that a copyright owner claims is infringing upon copyrighted work. The copyright owner must provide information reasonably sufficient to enable us to locate the item on the Site. The copyright owner should provide clear screenshots of the allegedly infringing materials for identification purposes only. The information provided should be as detailed as possible;
- c. Provide information sufficient to permit us to contact the copyright owner directly: name, street address, telephone number, and email (if available);
- d. If available, provide information sufficient to permit us to notify the Alleged Infringer (email address preferred);
- e. Include the following statement: “I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;”
- f. Include the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed”;
- g. Be signed; and
- h. Be sent to our DMCA designated agent at the following email address:

DMCA Designated Agent: info@philbrick-inc.com

6. LINKS TO OTHER WEBSITES

We provide links to third-party websites from our Site as a convenience to our visitors. If you use these links, you will leave this Site. The Company has not reviewed those third-party websites, does not control, and is not responsible for any of those websites or their content. The Company does not endorse or make any representations about such third-party websites, or any information, software, content or other products or materials available on those third-party websites. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk.

7. SITE AND CONTENT ARE PROVIDED “AS IS”

THE SITE, INCLUDING ITS CONTENT, IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE SITE AND ITS CONTENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT TO THE FULLEST EXTENT

PERMISSIBLE BY APPLICABLE LAW. THE COMPANY MAKES NO WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, SECURITY, RELIABILITY, QUALITY, OR AVAILABILITY OF THE CONTENT, LISTED PRODUCTS OR SERVICES OR THE SITE.

THE SITE AND ITS CONTENT MAY BE OUT OF DATE, AND THE COMPANY MAKES NO COMMITMENT TO UPDATE THE SITE OR CONTENT. CONTENT AVAILABLE ON THE SITE MAY REFER TO SERVICES THAT ARE NOT AVAILABLE IN YOUR AREA. CONSULT THE COMPANY DIRECTLY FOR INFORMATION REGARDING THE SERVICES THAT ARE CURRENTLY AVAILABLE TO YOU. WE EXPRESSLY DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM YOUR OR ANY VISITOR'S OR THIRD PARTY'S RELIANCE UPON THE SITE OR THE CONTENT.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT THE SITE OR CONTENT WILL BE FREE OF MALWARE. THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, MALWARE OR OTHER HARMFUL MATERIAL DUE TO YOUR USE OF THE SITE, INCLUDING THE CONTENT. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR THE CONTENT OR ANY OMISSIONS FROM THIS SITE, INCLUDING ANY INACCURACIES, ERRORS, OR MISSTATEMENTS IN SUCH CONTENT. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM YOUR USE OF THE SITE, OR FROM YOU DOWNLOADING CONTENT FROM THE SITE.

8. LIMITATION OF LIABILITY; CONSEQUENTIAL DAMAGES EXCLUSION

IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, EMPLOYEES OR AGENTS ("COMPANY PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY:

- a. FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE, INABILITY TO USE, OR THE RESULTS OF YOUR USE OF THE SITE, ITS CONTENT OR ANY WEBSITES LINKED TO THIS SITE.
- b. FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE DAMAGES RESULTING FROM LOST PROFITS, LOST REVENUE, LOST DATA, BUSINESS INTERRUPTION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, OR LOSS OF GOODWILL, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOUR USE OF THE CONTENT FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF YOUR ELECTRONIC DEVICE'S HARDWARE, SOFTWARE, SYSTEM OR DATA, YOU WILL BE RESPONSIBLE FOR ALL SUCH COSTS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, ITS

CONTENT, SITE-RELATED SERVICES AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE SITE, THOSE SERVICES AND/OR HYPERLINKED WEBSITES.

9. INDEMNIFICATION

Except where prohibited or restricted by applicable law, you agree to defend, indemnify, and hold harmless the Company and the Company Parties from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorney's fees) arising out of or related to your violation of these Terms, your use of the Site or your use of the Content.

10. MANDATORY DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE; CLASS ACTION WAIVER AND JURY TRIAL WAIVER

10.1 Waiver of Rights.

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY. THIS COVERS ANY DISAGREEMENT, DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATED TO THESE TERMS, YOUR USE OF OUR SITE, CONTENT, OR ANY OTHER ASPECT OF YOUR RELATIONSHIP WITH COMPANY, WHETHER IN CONTRACT, TORT OR OTHERWISE ("DISPUTE") EXCEPT THE FOLLOWING:

- **ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; AND**
- **ANY DISPUTE SEEKING TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION**

EACH PARTY MAY PROCEED IN ANY DISPUTE ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR MASS ARBITRATION.

BY ENTERING INTO THIS ARBITRATION AGREEMENT, INDEPENDENT OF THE REMAINING PROVISIONS OF THESE TERMS, AND BY AGREEING TO A WAIVER OF CLASS ACTIONS OR MASS ARBITRATIONS, EACH OF US IS GIVING UP CERTAIN RIGHTS, INCLUDING:

- **THE RIGHT TO FILE A LAWSUIT OR HAVE A JURY TRIAL. INSTEAD, WE WILL HAVE A HEARING BEFORE A NEUTRAL ARBITRATOR. THERE IS NO JUDGE OR JURY IN ARBITRATION AND THE DISCOVERY AND APPEAL PROCESS IS DIFFERENT.**
- **THE RIGHT TO PURSUE CLASS ACTIONS, CLASS ARBITRATION OR MASS ARBITRATION, COLLECTIVE, OR REPRESENTATIVE CLAIMS.**

10.2 Good Faith Negotiations. We always prefer to resolve Disputes by negotiating in good faith. Either party may attempt to resolve a Dispute through good faith negotiations. In

the event of a Dispute, each party shall first send written notice of the Dispute to the other party, which includes the party contact's name, address, email address, phone number and a description of the relief being sought ("**Dispute Notice**"). Notice by Company will be sent to you at your last known street and mail addresses on file, and notice by you to Company will be sent by email to Company info@philbrick-inc.com. Within 30 days after delivery of the Dispute Notice (unless mutually agreed by the parties), the parties shall meet virtually at a mutually acceptable date and time. Both of us agree to negotiate personally, individually, and in good faith to try to resolve the Dispute. At no point during this time shall either party initiate litigation or arbitration, except for Disputes subject to injunctive or other equitable relief. If the Parties cannot resolve the Dispute within 60 days of the Dispute Notice, either party may pursue individual arbitration proceedings as described below. Any limitations period will be tolled from the date the Dispute is noticed to the other side until the expiration of this sixty (60) day period. Compliance with and completion of this Good Faith Negotiations provision is a condition precedent and requirement for initiating any arbitration proceedings.

10.3 Mutual Arbitration Agreement.

- a. Arbitration of Individual Disputes.** Any Dispute which cannot be resolved through good faith negotiations, must be pursued through binding arbitration on an individual basis as described in this Section 10 (the "**Arbitration Agreement**"). The arbitration shall be administered before a single arbitrator.
- b. Scope of Arbitrator's Decision Making.** The parties agree that the arbitrator shall decide all Disputes and all related issues excluding: (a) issues expressly reserved for a court decision in these Terms; (b) issues that relate to the scope, validity, and enforceability of the Arbitration Agreement, class action waiver, jury waiver or any of the dispute resolution provisions of this Agreement; (c) issues that relate to the arbitrability of any Dispute; (d) whether a Dispute is barred by the statute of limitations or a contractual provision in these Terms; (e) issues related to the scope, application and enforceability of the waiver provisions are for the court to decide or (f) whether filing of a demand for arbitration was authorized by a party. All other issues are for the arbitrator to decide.
- c. Final and Binding Decision.** The decision of the arbitrator will be final and binding and will not have precedential effect. The arbitrator shall not have the authority to award damages outside of those set forth in these Terms. Any final award or judgment may be filed and enforced in any court of competent jurisdiction. The parties will bear the costs of the arbitration in accordance with the Consumer Arbitration Rules. Any arbitration proceeding may not be consolidated or joined with any other proceeding and will not proceed as a class action, class arbitration or mass arbitration.
- d. Applicability of the FAA.** The parties acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce, and the Federal Arbitration Act, 9 U.S.C. Sections 1–16, shall govern the interpretation, enforcement, and proceedings pursuant to this Arbitration Agreement. The parties expressly agree that any and all actions taken under the Arbitration Agreement and related provisions, including but not limited to all filings, orders, judgments, and awards made in any arbitration proceeding, are confidential and may not be disclosed to any third party.
- e. Survival.** This Arbitration Agreement provision will survive the termination of these Terms.

10.4 AAA Proceedings. All arbitrations shall be filed with and administered by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules and the Mass Arbitration Supplementary Rules (collectively, the “AAA Rules”). For more information, please see the American Arbitration Association website at www.adr.org.

10.5 Mass Arbitrations. If 25 or more arbitration demands asserting the same or substantially similar claims, and seeking the same or substantially similar relief are submitted to AAA with the assistance or coordination of the same law firm(s) or legal entities against either party (a “**Mass Filing**”), the parties agree (i) to administer the Mass Filing in batches of 10 demands per batch with only one batch filed, processed, and adjudicated at a time; (ii) to designate one arbitrator for each batch; (iii) to accept applicable fees, including any related fee reduction determined by AAA Rules in its discretion; (iv) that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the prior batch of 10 is adjudicated; (v) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by us, you and other claimants, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; (vi) that the staged process of batched proceedings, with each set including 10 demands, shall continue until each demand (including your demand) is adjudicated or otherwise resolved; and (vii) to make good faith efforts to resolve each batch of demands within 180-days, failing which any party may cease arbitration and file in a court of competent jurisdiction.

10.6 Appointment of Arbitrator for Batch Proceedings; Procedural Arbitrators. Arbitrators will be selected in accordance with the applicable AAA Rules. The arbitrator will determine the location for each batch proceeding. The parties agree to cooperate in good faith with each other and with AAA to implement a “batch approach” to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by AAA in its discretion, for each batch of demands.

The parties shall cooperate with each other and with AAA to establish any other processes or procedures that will provide for an efficient resolution of any claims. If the parties cannot agree on a batching process, the parties agree that AAA shall appoint a procedural arbitrator. This “Batch Arbitration” provision shall not increase the number of demands necessary to trigger the applicability of AAA’s Mass Arbitration Supplementary Rules or authorizing class arbitration of any kind.

Company does not agree or consent to class arbitration, mass arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances. The parties agree that this batching provision is critical to this Section 10. If the batching provision in this Section 10 is found to be invalid, unenforceable or illegal, then Section 10 shall be null and void, and neither party shall be entitled to arbitrate any claim that is a part of the Mass Filing.

10.7 Mediation Following First Batch in a Mass Filing. The results of the first batch of demands will be given to an AAA mediator selected from a group of 5 mediators initially proposed by AAA. We and the counsel for the remaining claimants each have the right to strike one mediator and then rank the remaining mediators, with the highest collectively ranked mediator selected.

The selected mediator is responsible for attempting to resolve the Dispute in the Mass Filing. The Parties will then have 90 days (the “**Mediation Period**”) to agree on a resolution or substantive methodology for resolving the outstanding demands. If the parties are unable to resolve the outstanding demands during the Mediation Period and cannot agree on a methodology for resolving them through further arbitrations, either we or any remaining claimant may opt out of the arbitration process and have the demand(s) proceed in a court of competent jurisdiction. Notice of the opt-out will be provided in writing within 60 days of the close of the Mediation Period. If neither party opts out and they cannot agree to a method for resolving the remaining demands through further arbitration, the arbitrations will continue with the batching process. Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to demands in the Mass Filing.

10.8 Opt-Out. If you wish to opt out of this Arbitration Agreement, you must, within forty-five (45) days of first using the Site or the Content, send an email stating “Request to Opt-Out of Arbitration Agreement” to: info@philbrick-inc.com. If you opt out of this Arbitration Agreement, all other parts of this Agreement will still apply to you. This opt-out does not apply to the class action waiver in Section 10.1. Opting out of this Arbitration Agreement has no effect on any other current or future Arbitration Agreements you may have with us.

10.9 Modification. If we modify this Arbitration Agreement, you may reject that change by sending us written notice within thirty (30) days of our posting of the change, in which case we will terminate your account and you must stop using the Site, your account, and the Content.

10.10 Applicable Law. **[APPLICABLE STATE]** law applies to any arbitration under this Agreement, but the FAA governs the interpretation and enforcement of the Arbitration Agreement.

10.11 Enforceability. IF ANY OF THE TERMS OF THIS ARBITRATION AGREEMENT, INCLUDING THIS CLASS ACTION WAIVER, IS DEEMED INVALID OR UNENFORCEABLE, NEITHER PARTY MAY USE ARBITRATION TO RESOLVE DISPUTES UNDER THESE TERMS AND ALL DISPUTES WILL BE RESOLVED THROUGH LITIGATION.

11. VENUE FOR LITIGATION

If the Arbitration Agreement is found to be unenforceable or does not apply to a given Dispute, or if you opt out of the Arbitration Agreement as provided in Section 10, then, unless prohibited by applicable law, the proceedings must be brought exclusively in the State of Delaware. You agree to submit to the personal jurisdiction of any federal court within the jurisdiction in the State of Delaware for the purpose of litigating such Disputes.

12. GEOGRAPHIC SERVICE LIMITATIONS

Our HVAC, plumbing, and electrical services are available only in select geographic areas within the United States. Service availability may vary by location, and not all services may be available in all areas. The Site is provided for informational purposes to all visitors, but the ability to

schedule or receive services is limited to our designated service areas. If you are located outside of our service areas, you may not be able to schedule services through the Site. Please contact us using the information in the Contact Us section to verify whether services are available in your area.

13. JURISDICTIONAL LIMITATIONS AND EXPORT COMPLIANCE

We are based in the United States. We make no representation that the Site or its Content are available or appropriate for use outside the United States or that it is available for use in locations other than the United States. You may not use the Site or the Content in violation of any Applicable Laws.

You may not directly or indirectly export, re-export, or make the Site accessible from any country, jurisdiction, or person to which export, re-export, or release is prohibited by Applicable Law. If you choose to access the Site from locations other than the United States, you do so at your own risk and you are responsible for complying with Applicable Laws.

14. SERVICE SCHEDULING AND APPOINTMENTS

You may be able to request or schedule HVAC, plumbing, or electrical service appointments using the Site. Any appointment request submitted through the Site is subject to our confirmation and availability. Submission of a service request does not guarantee that we will accept the request or that services will be performed at the requested time. We reserve the right to cancel, reschedule, or modify any appointment in our sole discretion.

The terms and conditions governing the actual performance of services, including pricing, warranties, and scope of work, are set forth in separate service agreements, work orders, or invoices provided at or before the time of service, and those terms will control over these Terms in the event of any conflict.

15. SMS/TEXT MESSAGE COMMUNICATIONS

If you choose to provide us with your opt-in consent to receive SMS/Text message communications from us, you agree to comply with our [terms-of-use.pdf](#).

Consent to receive **marketing / promotional** text messages or autodialed or prerecorded calls is **not** a condition of purchasing any property, goods, or services.

You may opt out of receiving promotional text messages at any time by replying **STOP, END, CANCEL, UNSUBSCRIBE, or QUIT** to any text message from us. We will honor your opt-out request within ten (10) business days. For help, reply **HELP** or contact us at **(757) 206-2473** or info@philbrick-inc.com.

16. SOCIAL MEDIA

We are active on social media. Links to the Company's social media pages, currently Facebook, X, TikTok, Pinterest, YouTube, Instagram, and LinkedIn, are included on the Site ("Social Media Pages"). Because anyone may post or tag content on Social Media Pages, posts do not necessarily reflect our views. We reserve the right to remove anything from our Social Media Pages in our sole discretion. We may also take steps to block users from accessing our Social Media Pages if they violate these Terms. If we follow, like, repost, favorite, or share an individual's content on our Social Media Pages, that is not an endorsement of that third party or any product, service, or company they represent.

17. FEEDBACK AND SUBMISSIONS

If you submit any ideas, suggestions, proposals, or feedback to the Company through the Site or otherwise ("Feedback"), you agree that: (i) your Feedback does not contain confidential or proprietary information of you or any third party; (ii) we are not under any obligation of confidentiality, express or implied, with respect to the Feedback; (iii) we may already be considering or developing something similar to your Feedback; (iv) we are free to use, disclose, reproduce, license, or otherwise distribute and exploit the Feedback in any manner without any obligation or compensation to you; and (v) you irrevocably assign to us all right, title, and interest in and to the Feedback.

18. SWEEPSTAKES, CONTESTS AND OTHER PROMOTIONS

From time to time, we may conduct promotions and other activities on, through or in connection with our services ("Promotion"). Each Promotion may have additional terms and/or rules or eligibility requirements which will be posted or otherwise made available to you in accordance with applicable law.

19. NOTICE AND ELECTRONIC COMMUNICATIONS

To You. We may provide any notice to you under these Terms by (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

To Us. To give us notice under these Terms, you must contact us using the email address: info@philbrick-inc.com. Such notice will be effective when we receive it.

20. ACCESSIBILITY

We are committed to making our Site accessible to people with disabilities. We strive to meet the accessibility standards set forth in the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. If you experience any difficulty accessing any part of our Site or have suggestions for improving accessibility, please contact us using the information in the Contact Us section below.

We will make reasonable efforts to address your concerns and improve the accessibility of our Site.

21. NO WAIVER

No waiver by the Company of any term or condition set forth in these Terms shall be deemed a waiver of such term or condition or any other term or condition, and any failure of the Company to assert a right under these Terms shall not constitute a waiver of such right.

22. SEVERABILITY

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

23. ASSIGNMENT

We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign these Terms without our prior written consent, which may be withheld in our sole discretion.

24. SURVIVAL

Any provisions of these Terms that are intended to survive termination (including any provisions regarding indemnification, limitation of liability, or dispute resolution) will continue in effect beyond any termination of these Terms.

25. ENTIRE AGREEMENT

These Terms constitute the sole and entire agreement between you and the Company with respect to your use of the Site and its Content and supersede all prior and contemporaneous understandings, agreements, representations and warranties with respect to those topics.

26. CONTACT US

If you have any questions about these Terms, please contact us:

Phone: (757) 206-2473

By E-mail: info@philbrick-inc.com