

## **YOUR INGRID HOME SECURITY TERMS OF SERVICE**

We are InGrid Services LLC (“InGrid”), a division of InGrid, Inc. Please carefully read this InGrid Home Security Terms of Service (these “Terms”), including the Rate Plan (defined below) you have chosen. If you wish to print these Terms, please click here <http://www.ingridhome.com/terms-service> and print directly from your web browser. We have written these Terms in simple, easy-to-read language because we want you to understand them. The System and Service (each as defined below) is intended primarily for residential use, but may be used in certain small business premises, and although these terms and conditions apply to both residential and business applications, certain aspects of the System and the Service may not meet all applicable commercial codes, as further described below.

By accepting these Terms, you are bound by them. These Terms are also binding on you with respect to the charges for the Service billed to your credit card (if billed by InGrid), commencing upon the initiation of such charges, which shall take place thirty (30) days following your initial purchase of Products (as defined below), whether or not the Service is activated by you as of that date. These Terms are not binding on us until the earlier of when we begin charging your credit card for the Service or when you complete your activation, and if selected and enabled by you, monitoring service begins. These Terms cover important topics such as how the Service operates, how long it lasts, fees for early termination and late payments, our rights to change these Terms and your Service, limitations of liability, third party indemnity, privacy, and settlement of disputes by arbitration instead of in court. Paragraphs marked “∞” continue indefinitely even after Service has terminated.

In these Terms, the terms “we” or “us” means InGrid and/or any of our parents, subsidiaries, partners, related parties, subcontractors, or others that we hire to help us deliver the products and services we provide to you under these Terms.

You acknowledge and confirm that these Terms were negotiated and executed exclusively via the Internet.

### ***Your Rights to Refuse or Cancel These Terms***

**THESE TERMS BECOME EFFECTIVE AND BINDING WHEN YOU ACCEPT THESE TERMS OR WHEN WE BEGIN TO CHARGE YOUR CREDIT CARD FOR THE SERVICE, WHICHEVER HAPPENS FIRST.**

You accept these Terms, and will be bound by them, when you provide us with your electronic signature, by following the instructions at the end of these Terms.

If you are a new customer, you can cancel these Terms and your Service without additional fees if you tell us **WITHIN 30 DAYS** of your initial purchase of Products and return to us, in good condition, any Products that you received from us with your initial purchase and new Service.

### ***Our Rights to Make Changes***

Your Service is comprised of core and ancillary services which are collectively or individually referred to as the “Service(s)”. “Core Service” specifically refer to the premises protection

functionality including without limitation the arming of the System from your premises or remotely, and monitoring of all sensors, including without limitation sensors related to fire, smoke, and/or carbon monoxide, and panic buttons (if monitoring is enabled by you). “Ancillary Services” specifically refer to Internet-enabled features that are not part of your premises security such as Weather and Home Alerts, as well as any other similar non-emergency features that we may offer or provide, from time to time. Core Service and Ancillary Services are more fully described in the InGrid User Manual (the “User Manual”) in effect at the time of your initial purchase. From time to time, we may find it beneficial or necessary to change the Services or these Terms. If these changes diminish or adversely affect your rights or the Core Service (which do not include changes that only affect how you use the Core Service, or how it operates or is delivered), we will attempt to advise you of such changes by e-mail, using the most current e-mail address that you provided to us either during your registration or subsequently. If you do not agree to the change and you notify us that you wish to cancel your Service within sixty (60) days following the date that we attempted to notify you of the change, your Service will end upon your notification without any early termination fee. You understand and agree that if you fail to notify us within the sixty (60) day period described above, you will be deemed to have accepted such changes. You also understand that you are required to keep your contact information, including without limitation your e-mail address, current at all times, so that we may communicate with you, as necessary.

EXCEPT TO THE EXTENT PROHIBITED OR LIMITED BY LAW, WE CAN ALSO CHANGE THE PRICES IN YOUR RATE PLAN AT ANY TIME BY SENDING YOU WRITTEN NOTICE, WHICH MAY BE MADE BY REGULAR MAIL OR E-MAIL NOTIFICATION, NO FEWER THAN THIRTY (30) DAYS PRIOR TO THE BILLING PERIOD IN WHICH THE CHANGE WILL GO INTO EFFECT. IF YOU DON’T ACCEPT THE CHANGE, HOWEVER, YOU CAN END THE AFFECTED SERVICE, WITHOUT ANY EARLY TERMINATION FEE BY NOTIFYING US PRIOR TO THE EFFECTIVE DATE OF THE CHANGE OR WITHIN THIRTY (30) DAYS FOLLOWING THE EFFECTIVE DATE. IF YOU CHOOSE TO CONTINUE TO USE YOUR SERVICE AFTER THAT POINT, YOU ARE DEEMED TO HAVE ACCEPTED THE CHANGE.

### ***Your Rate Plan***

#### **YOUR SERVICE PLAN IS PART OF THESE TERMS.**

The InGrid Rate Plan that you have chosen (the “Rate Plan”) is for the Service and forms a part of these Terms. Without limitation, the Rate Plan does not include insurance, telephone service, high speed data service, or video services.

InGrid also offers the additional services described below and may, from time to time, offer other additional services (collectively, “Additional Services”) which, for purposes of these Terms, are considered part of the “Services”. If you elect to receive any Additional Services, any associated charges will become part of your Rate Plan. The receipt of Additional Services may also require you to agree to additional terms and conditions which, following your agreement, will become part of these Terms. Additional Services may be terminated by you at any time and without penalty, upon written notice to InGrid. Any such termination will be effective immediately upon InGrid’s receipt of your written notice and no further charges will be incurred for such canceled Additional Services.

Current Additional Services are as follows, and these Terms include, without limitation, the additional terms and conditions set forth below with respect to the associated Additional Service:

- Alarms Only Service: The Alarms Only Service requires the purchase from InGrid of the InGrid HomeView Camera. The Alarms Only Service provides for the capture and storage of an image upon the occurrence of any alarm condition. Images can be viewed and/or deleted through the MyInGrid website (described below). Content captured and stored will be retained by InGrid until thirty (30) days following termination of your Service.
- Live/Event Monitoring Service: The Live/Event Monitoring Service can be selected at the time that you purchase from InGrid the InGrid HomeView Camera or by calling InGrid to upgrade your existing Alarms Only Service. Charges in addition to the Alarms Only Service apply. The Live/Event Monitoring Service permits real-time viewing through the InGrid HomeView Camera via the MyInGrid website as well as the ability to configure customized video and image recording capture and storage for specific event triggers other than only for alarms. Captured and stored video and images can be viewed and/or deleted through the MyInGrid website. The Live/Event Monitoring Service includes the ability to view, through the MyInGrid website, a total of one hundred and twenty (120) minutes of camera-generated streaming live video content in each calendar month. Storage limitations with respect to captured images and video for the Live/Event Monitoring Service vary based upon the length and size dimensions of each image and video clip. For example, assuming a “medium” dimension setting for images and video and 10 second video length, storage limitations would be expected provide up to approximately 5,000 snapshot images and 1,000 videos. Unless you have selected the automatic deletion option for video clips and snapshots through the MyInGrid website, content in excess of the storage limit will not be captured and stored. If you have selected the automatic deletion option and you reach the storage limit, the oldest video clips and snapshots will be overwritten as new video clips and snapshots are captured. Subject to the storage limitations described above, content captured and stored will be retained by InGrid until thirty (30) days following termination of your Service.
- InGrid Cellular Gateway Service: The InGrid Cellular Gateway Service requires the purchase from InGrid of the InGrid Cellular Gateway. The InGrid Cellular Gateway Service provides a back-up method of contacting the monitoring center, through a pre-selected cellular service provider, in addition to (or as a replacement for) the standard telephone back-up feature of the Service. The operation of the InGrid Cellular Gateway Service is dependent upon a sufficient cellular signal from the pre-selected provider at the location where it is used.

The Rate Plan you choose may contain a minimum term length of Service which is described in the Rate Plan (the “Minimum Term”). If at any time you change your Rate Plan (such as by accepting a promotional upgrade), you will be subject to any requirements, which may include a new Minimum Term, for the Rate Plan associated with that change. Charges for Additional Services are provided when you purchase the associated hardware, device or equipment, or by contacting InGrid to upgrade a particular Additional Service.

**☐ *Your Rights to Change or End Your Service; Termination Fees***

∞ Except as explicitly permitted by these Terms, you are agreeing to maintain Service for the Minimum Term. (Periods of suspension of Service don't count towards fulfillment of the Minimum Term.) After the Minimum Term ends, you will become a month-to-month customer under these Terms. **EXCEPT TO THE EXTENT PROHIBITED OR LIMITED BY LAW, IF YOU ARE BILLED DIRECTLY BY INGRID, AN EARLY TERMINATION FEE OF \$175 WILL APPLY IF YOU CHOOSE TO END YOUR SERVICE, OR IF WE TERMINATE IT "FOR CAUSE", BEFORE THE END OF THE MINIMUM TERM (the "Early Termination Fee"). IF YOUR INGRID SERVICE IS BILLED BY ANOTHER SERVICE PROVIDER, THE TERMS AND TERMINATION FEES OF THAT PROVIDER MAY APPLY.** All terminations by you during a monthly billing cycle become effective on the last day of that billing cycle. You will remain responsible for all fees and charges incurred until then and won't be entitled to any partial month credits or refunds.

**FOR A RESIDENTIAL SYSTEM USED IN FLORIDA, YOU MAY ALSO CANCEL THESE TERMS IF UPON A DOCTOR'S ORDER YOU CANNOT PHYSICALLY RECEIVE THE SERVICES, AND YOU WILL NOT BE CHARGED ANY EARLY TERMINATION FEE. IF YOU CANCEL THESE TERMS FOR THIS REASON, INGRID MAY KEEP ONLY A PORTION OF THE FEES EQUAL TO A PRO RATA PORTION OF THE TOTAL PRICE REPRESENTING THE PROPORTION OF SERVICES YOU USED OR COMPLETED, PLUS THE COST TO INGRID OF ANY RELATED GOODS WHICH YOU HAVE CONSUMED OR RETAINED. THESE TERMS ARE FOR FUTURE CONSUMER SERVICES AND PUT ALL ASSIGNEES ON NOTICE OF THE CONSUMER'S RIGHT TO CANCEL UNDER CHAPTER 2-18, FLORIDA ADMINISTRATIVE CODE.**

If these Terms are no longer in effect, for any reason, we do not have to provide Service, including without limitation, Core Service and Ancillary Services. If you or we terminate your Service, the System will not operate and "Not Activated" will be displayed on your System and in our monitoring facility.

***Your InGrid Home Security System***

Your InGrid Home Security System includes all of the InGrid compatible devices you chose to purchase, self-install, and configure for your premises, whether initially purchased or subsequently added by you (the "Products"), the Core Service and Ancillary Services and any Additional Services, and functions that you can access through the MyInGrid website, located at <http://www.myingrid.com>, in each case, as may be described in the User Manual (collectively, the "System"). Products that you buy from us are designed to work with the System. The complement of Products is entirely your choice. You are responsible, on a regular basis, to make sure that the System continues to operate properly, including without limitation Internet and telephone connectivity that is not part of the System, but integral to its proper operation. You agree to test the System at least once a month, as well as when changes are made to your Internet connection or telephone system, or to your premises. You agree to immediately correct any problems with the System, including without limitation low batteries, or any trouble reported on the display. You understand that InGrid does not provide installation or on-site service of the System.

The System must comply with Federal Communications Commission (“FCC”) regulations and be compatible with our network. You acknowledge and agree that, at times, we may change your System’s software, applications or programming remotely and without notice, including without limitation in order to maintain FCC compliance or compatibility with our network, and you hereby give us permission to do so. This could affect data you’ve stored on, the way you’ve programmed, or the way you use your System. Your System may also contain software that prevents it from being used with any other company’s services, even if it’s no longer used to receive the Service from us.

The System has been tested only with the equipment authorized by InGrid. If you connect other equipment to the System and we have not authorized such other equipment, the System may no longer operate properly. You agree that you will not tamper or interfere with the System, or permit others to do so.

### ***Our Licenses***

ALARM COMPANY OPERATORS AND CONTRACTORS MAY BE LICENSED AND REGULATED BY THE STATE IN WHICH YOUR SYSTEM IS LOCATED. In Utah license number 6672683-6501, Department of Occupational & Professional Licensing, P.O. Box 146741, Salt Lake City, UT 84114-6741, (801) 530-5495; in Delaware license number 07-220 and 1955110043, Delaware State Police, Detective Licensing, P.O. Box 430, Dover, DE 19903, in Virginia license number 11-5293, Department of Criminal Justice Service, Private Security Services Section, 202 North Ninth Street, 5<sup>th</sup> Floor, Richmond VA 23219, (804) 786-4700, VA 11-1907,2705-026865; in Montana license number 217, Department of Labor & Industry, 17 N. Front Street, Cascade, MT 59421; in Maryland license number 107-1421, 48578 and 107-496, Maryland State Police, 7751 Washington Boulevard, Jessup; in New Jersey license number 34BA00174500, 156800 and PO9951, New Jersey Division of Consumer Affairs Alarm and Locksmith Advisory Committee, 124 Halsey Street, Newark, NJ 07102; in Oklahoma license 1563 and 951, Oklahoma State Department of Health, Occupational Licensing Division Alarm Program, 1000 NE 10<sup>th</sup> Street, Oklahoma City, OK 73117-1299; in Tennessee license 1334, State of Tennessee Alarm Systems Contractors Board, 500 James Robertson Parkway, Nashville, TN 37243-1168; in Texas license B14642, B10340 and ARC-2986, Texas Department of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78773; in Illinois license number 124-001647 and 127-001224, Illinois Department of Financial & Professional Regulation P.O. Box 7007 Springfield IL 62791; Alabama 07-823; Arizona ROC208756; Arkansas E 2006 0011; California ACO 6556, ACO 6484; Delaware 1995110043; Washington D.C. 25166xxxx-39504182; Florida EF-001052; Georgia LA204856; Indiana 90131148260; Kentucky 144; Michigan 3601205126, A273147; Nevada 735268; Ohio 53 89 1300, F-017; New York 12000234104; North Carolina 1812-CSA; Rhode Island License 7974, State of Rhode Island, Dept of Business Regulation, Commercial Licensing, Suite 230, 233 Richmond St., Providence RI 02903-4230; Rhode Island 0608A; South Carolina FAC1074, BAC5191; West Virginia 065507, WV033013; Wisconsin 1679.

### ***How The System Works***

The System uses radio transmissions in your premises to communicate among the devices that make up the System. The System then uses the Internet and telephone lines to communicate any alarms to our monitoring facility. We cannot provide the Service if the System receives radio interference in your premises, or if the System cannot communicate with our monitoring facility

because Internet and telephone communications are disconnected, placed on vacation status, or otherwise not working.

**☐ *Our Monitoring Service***

The System requires a broadband Internet connection for full monitoring and a telephone line connection for backup monitoring of certain functions. **IT IS YOUR RESPONSIBILITY TO PROVIDE ADEQUATE POWER BACK-UP TO HIGH SPEED DATA, INTERNET, OR VOIP COMMUNICATIONS EQUIPMENT WHEN USED WITH THE SYSTEM, TO HELP ENSURE UNINTERRUPTED COMMUNICATION ACCESS IN CASE OF POWER LOSS TO YOUR PREMISES. THE SYSTEM WILL NOT WORK USING CONVENTIONAL CELLULAR TELEPHONE SERVICE. YOU MAY ELECT NOT TO CONNECT THE SYSTEM TO A TELEPHONE LINE CONNECTION BY NOTIFYING OUR CUSTOMER SERVICE CENTER, HOWEVER THIS WILL DISABLE THE BACK-UP MONITORING FEATURE OF THE SYSTEM, AND IF THE INTERNET CONNECTION IS INTERRUPTED OR LOST, SIGNALS WILL NOT BE RECEIVED AT THE MONITORING FACILITY.**

**IF YOU HAVE CHOSEN INGRID'S "SELF MONITORING" OPTION, YOU ACKNOWLEDGE: (I) THAT THE SERVICES RECEIVED BY YOU DO NOT INCLUDE MONITORING SERVICES; (II) EMERGENCY OR OTHER TELEPHONE NUMBERS WILL NOT BE CALLED IN THE EVENT THAT YOUR SYSTEM IS TRIGGERED AND (III) PORTIONS OF THESE TERMS RELATING TO MONITORING SERVICE ARE NOT APPLICABLE TO THE SERVICE AS THEY APPLY TO YOU.**

When an alarm signal from your System is received, the monitoring facility will attempt to telephone the law enforcement authorities or other emergency agency, as instructed by you and as permitted by law, plus an emergency contact provided by you to us. To avoid false alarms, the monitoring facility may first contact the phone numbers you provided, such as your premises, mobile, and/or work numbers, to determine if an actual emergency exists, before calling any emergency agency or your emergency contact. If the monitoring facility has reason to believe that no actual emergency exists, it may choose not to place a call to the emergency agency or to your emergency contact. Additionally, if the proper user code is entered in the System within sixty (60) seconds of alarm activation, an abort code will be sent to our monitoring facility. In such instance, the monitoring facility may, but is not required to, notify your premises, any emergency agency or emergency contact. We may modify or discontinue any particular response service or notification procedures due to governmental or insurance requirements, or otherwise in accordance with these Terms.

You acknowledge and agree that both you and we are required to comply with all laws, rules and regulations enacted or adopted by the governmental authorities having jurisdiction over your premises, or otherwise applicable, regarding monitoring and alarm response and any other aspect of the System and Service, and your use of the Products. If such governmental authorities, now or in the future require physical or visual verification or multi-telephone verification (e.g. enhanced call (two-call) verification) of an emergency condition before responding to a request for assistance, you agree that we may modify our monitoring procedures accordingly and you agree to comply

with such new requirements, which may obligate you to subscribe for such services and which could involve a monthly fee in addition to the current monthly fee of your Rate Plan.

Some governmental authorities require a third party, other than the law enforcement agency, to respond to alarms. We do not provide third-party alarm response service. It is your responsibility to obtain third party response where required and pay for any costs associated with such third party services. If applicable, you will provide any such third party emergency contact information to us, in writing.

Our monitoring facility has no obligation to attempt to contact any emergency agency or person other than the agency(ies) or person(s) provided in your most recent emergency contact information or updated information provided by you to us. YOU UNDERSTAND AND ACKNOWLEDGE THAT OUR MONITORING FACILITY IS RESPONSIBLE ONLY FOR ATTEMPTING TO NOTIFY BY TELEPHONE THE PROPER AUTHORITIES OR EMERGENCY AGENCY(IES) OR OTHER PERSON(S) PROVIDED IN YOUR EMERGENCY CONTACT INFORMATION. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT WE WILL NOT SEND OUR PERSONNEL TO YOUR PREMISES IN RESPONSE TO ANY ALARM SIGNAL RECEIVED. FURTHER, YOU UNDERSTAND AND ACKNOWLEDGE THAT WE DO NOT REPRESENT OR PROMISE THAT ANYONE TELEPHONED WILL RESPOND TO THE CALL, AND YOU RELEASE US FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY FAILURE OR DELAY IN RESPONDING. YOU AGREE THAT YOU WILL NOT HOLD US RESPONSIBLE IN THE EVENT WE ARE UNABLE TO NOTIFY EMERGENCY CONTACTS PROVIDED BY YOU. You agree that we can monitor, record, and use all communications with you or anyone at your premises in the normal course of our business, which includes but is not limited to emergency response, training, and quality assurance.

***False Alarms***

You understand that local governments may impose fines or charges for any false alarm. YOU AGREE TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM GIVEN BY THE SYSTEM. You will indemnify and hold us harmless from liability for false alarm charges and fees associated with reporting alarm signals. If we reasonably determine that the System is generating an excessive number of false alarms or signals which may adversely affect our monitoring facilities, we may require you to pay a reasonable surcharge fee for processing false alarms or signals or we may terminate these Terms, which is a termination “for cause”. If we notify you of a malfunction, you agree to disconnect the System and/or correct the malfunction.

***Alarm and Building Permits Required By Some Authorities***

SOME GOVERNMENTAL AUTHORITIES REQUIRE A PERMIT OR LICENSE (EACH A “PERMIT”) FOR THE INSTALLATION AND USE OF THE SYSTEM. SUCH AUTHORITIES MAY NOT ACCEPT AN ALARM NOTIFICATION OR DISPATCH EMERGENCY PERSONNEL IF THE PROPER PERMIT(S) IS NOT OBTAINED AND ON FILE. SOME GOVERNMENTAL AUTHORITIES REQUIRE THAT THE PERMIT BE OBTAINED PRIOR TO THE INSTALLATION AND ACTIVATION OF THE SYSTEM. YOU ARE REQUIRED TO OBTAIN THE NECESSARY PERMIT(S) FROM THE GOVERNMENTAL AUTHORITY. WHILE WE MAY SOMETIMES ASSIST YOU IF WE CAN, IT IS YOUR SOLE RESPONSIBILITY TO OBTAIN, PAY FOR AND MAINTAIN ALL NECESSARY

PERMITS(S). IF YOU FAIL TO MAINTAIN ANY REQUIRED PERMIT(S), WE WILL NOT BE HELD RESPONSIBLE FOR PERFORMING THE SERVICES AND MAY TERMINATE THE SERVICES WITHOUT NOTICE TO YOU, WHICH IS A TERMINATION “FOR CAUSE”. YOU ACCEPT RESPONSIBILITY, AND WILL INDEMNIFY, DEFEND, PAY AND HOLD US HARMLESS, FOR ANY AND ALL FINES AND PENALTIES ASSOCIATED WITH USING THE SYSTEM WITHOUT THE PROPER PERMITS. YOU WILL REIMBURSE US FOR THE COST OF ALL PERMITS THAT WE ARE OBLIGATED TO OBTAIN FOR YOUR SYSTEM AND ANY ADMINISTRATION OR OTHER FEES PERMITTED TO BE CHARGED UNDER LOCAL LAW.

***Our Service Relies On the Accuracy of Information You Provide To Us***

We rely solely upon the information that you provide to us regarding your System, the address where the System is installed, and the emergency contact information for the person(s) and emergency agency(ies) that you want us to call in the event of an alarm signal. We are not responsible for trying to contact anyone else. You agree to provide and update the emergency contact information as necessary by using our MyInGrid website, calling customer service, or by writing to us. You authorize us to update or change your emergency contact information if you call or write to us. We are not responsible for the accuracy of these telephone numbers or your failure to update or provide correct telephone numbers and other information.

***Practice Period***

In order for you to become familiar with the use and operation of the System, you shall have a seven (7) day period following activation of your System (the “Practice Period”) to practice using the System. During this period the System may display “Not Monitored” even when the System is armed. You agree that during the Practice Period we have no obligation to, and will not, notify any authorities, you, emergency contacts or take any other action with regard to any alarm signal we receive, even if due to an actual emergency event. If you contact us to reject the Practice Period, you acknowledge that it takes a number of days for the System to be placed on-line with our monitoring facility, and no response to alarm signals, including without limitation any actual emergency, will be made until the System no longer displays “Not Monitored” when the System is armed.

***Your Bill; Credit Cards; Payments***

∞ If you are billed for Services directly by InGrid, Service fees and some other charges will be billed in advance, directly to your credit card. In such case: (i) it is your responsibility to notify us at 1-877-464-7437 when your credit card is going to expire or if you choose to have charges made to a different credit card; and (ii) you agree to pay all taxes, fees, and surcharges set by the government. We may not always give advance notice of changes to these items. If you are billed directly by InGrid, payment is due in full by credit card charge. If you are billed for Services by any entity other than InGrid, please check with that other entity for billing policies, terms and conditions and contact that entity if you have any questions or concerns.

IF WE DON’T RECEIVE PAYMENT IN FULL WHEN DUE (E.G., THE CHARGE TO YOUR CREDIT CARD IS DENIED), WE MAY, TO THE EXTENT PERMITTED BY THE LAW OF THE STATE OF THE BILLING ADDRESS WE HAVE ON FILE FOR YOU AT THE TIME, ASSESS A LATE FEE OF UP TO ONE AND ONE-HALF PERCENT (1.5%) PER MONTH

(EIGHTEEN PERCENT (18%) ANNUALLY), OR A FLAT \$5 PER MONTH, WHICHEVER IS GREATER, ON UNPAID BALANCES. (IF YOU CHOOSE ANOTHER COMPANY TO BILL YOU FOR OUR SERVICE, LATE FEES WILL BE SET BY THAT PARTY OR BY ITS TARIFFS, WHICH MAY BE HIGHER THAN OUR LATE-FEE RATE.) WE MAY ALSO CHARGE YOU FOR ANY COLLECTION AGENCY FEES THAT WE ARE CHARGED BY A COLLECTION AGENCY WE USE TO COLLECT FROM YOU, IF IT IS PERMITTED BY THE LAW OF THE STATE WHERE YOU HAVE YOUR BILLING ADDRESS WHEN WE FIRST SEND YOUR ACCOUNT TO A COLLECTION AGENCY.

***Our Rights to Limit or End Service And/Or These Terms***

You agree your System won't be used for any purpose that isn't allowed by these Terms or that's illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE OR ANY AGREEMENT WITH YOU FOR THIS OR "FOR CAUSE", which includes, but is not limited to: (a) paying late more than once in any twelve (12) months; (b) harassing our employees or agents; (c) lying to us; (d) interfering with our operations; (e) breaching these Terms; (f) "spamming," or other abusive messaging or calling; (g) modifying your System from our specifications; (h) providing credit information we can't verify; (i) using the Service in a way that adversely affects our network or other customers; (j) allowing anyone to tamper with your System, or (k) if a third party successfully asserts an intellectual property claim that affects the Service. We can also temporarily limit the Service for any operational or governmental reason. If you file for bankruptcy, our rights to limit, suspend, or end your Service or any agreement with you will be governed by bankruptcy law.

***Your Privacy***

∞ Any information (which includes images captured and stored by the Service, if applicable) that we collect from you will be treated by us in accordance with the InGrid Privacy Policy in effect at the time that we collect the information (the "Privacy Policy"). The current version of the Privacy Policy is available at [http://www.ingridhome.com/company\\_info/privacy\\_policy.php](http://www.ingridhome.com/company_info/privacy_policy.php) and is incorporated as part of these Terms by this reference. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record audio of conversations with you, emergency services providers, and law enforcement personnel. Further, you understand that privacy cannot be guaranteed on telephone, Internet and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce these Terms, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including without limitation information contained in your emergency information to law enforcement personnel for the purpose of providing services hereunder or in response to a subpoena or other valid legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the Services that you have selected, we will not otherwise monitor your premises.

***System Limitations, Our Limitation of Liability, Third-party Indemnification***

∞ YOU UNDERSTAND AND ACKNOWLEDGE THAT NO FORM OF MONITORING, INCLUDING WITHOUT LIMITATION THE SERVICES, IS ERROR-FREE. WE DO NOT

PROMISE THAT THE SYSTEM OR THE SERVICE CANNOT BE COMPROMISED OR THAT THEY WILL ALWAYS PROVIDE THE INTENDED SIGNALING, MONITORING OR OTHER SERVICE. YOU UNDERSTAND AND ACKNOWLEDGE: (1) THAT THE SYSTEM COMMUNICATES WITH OUR MONITORING FACILITY OVER THE INTERNET AND TELEPHONE LINES; AND (2) THAT ANY CHANGE IN THE SYSTEM'S COMMUNICATION EQUIPMENT AND/OR SERVICE MAY DISRUPT THESE COMMUNICATIONS. YOU AGREE THAT WE AREN'T LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY OR OTHER THINGS WE DON'T CONTROL INCLUDING WITHOUT LIMITATION ACCIDENTS, POWER SURGES, MISUSE, LACK OF PROPER MAINTENANCE, UNAUTHORIZED CHANGES OR ACTS OF GOD (INCLUDING WITHOUT LIMITATION, LIGHTNING, FIRES, EARTHQUAKES, TORNADOES, HURRICANES, FLOODS, ETC.).

∞ YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT WE WILL NOT RECEIVE ALARM SIGNALS FROM THE SYSTEM IF THE INTERNET CONNECTION AND/OR TELEPHONE LINE IS NOT OPERATING PROPERLY OR HAS BEEN CUT. YOU ALSO UNDERSTAND AND ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY INTERRUPTION OF SERVICE DUE TO ANY CAUSE BEYOND OUR CONTROL, SUCH AS (BUT NOT LIMITED TO) FAULTY INTERNET CONNECTIONS OR CABLES, TELEPHONE LINES OR ANY DAMAGE OR DESTRUCTION TO YOUR EQUIPMENT OR OUR FACILITIES. WE ARE NOT REQUIRED TO SUPPLY MONITORING SERVICE TO YOU WHILE SUCH INTERRUPTION CONTINUES. YOU UNDERSTAND THAT: (A) WE ARE NOT AN INSURER OF YOUR PREMISES, PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN YOUR PREMISES; (B) YOU ARE SOLELY RESPONSIBLE FOR PROVIDING ANY LIFE, HEALTH OR DISABILITY INSURANCE FOR YOURSELF AND PERSONS WHO USE THE SYSTEM, AND INSURANCE ON YOUR PREMISES AND ITS CONTENTS; (C) THE AMOUNT YOU PAY TO US IS BASED ONLY ON THE VALUE OF THE SERVICES AND PRODUCTS WE PROVIDE AND NOT ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS; (D) ALARM SYSTEMS AND MONITORING SERVICE MAY NOT ALWAYS OPERATE PROPERLY FOR VARIOUS REASONS; (E) IT IS DIFFICULT TO DETERMINE IN ADVANCE THE VALUE OF THE PROPERTY THAT MIGHT BE LOST, STOLEN OR DESTROYED IF THE SYSTEM OR SERVICES FAIL TO OPERATE PROPERLY; (G) IT IS DIFFICULT TO DETERMINE IN ADVANCE HOW FAST THE POLICE DEPARTMENT OR OTHERS WOULD RESPOND TO AN ALARM SIGNAL; AND (H) IT IS DIFFICULT TO DETERMINE IN ADVANCE WHAT PORTION, IF ANY, OF ANY PROPERTY LOSS, PERSONAL INJURY OR DEATH WOULD BE PROXIMATELY CAUSED BY OUR FAILURE TO PERFORM, OUR ORDINARY OR GROSS NEGLIGENCE, OR A FAILURE OF THE SYSTEM OR SERVICE. THEREFORE YOU AGREE, THAT EVEN IF A COURT, ARBITRATOR OR MEDIATOR DECIDES THAT OUR BREACH OF THESE TERMS, OR A FAILURE OF THE SYSTEM, OR OUR NEGLIGENCE, OR A FAILURE OF THE PRODUCTS, THE INSTALLATION OR SERVICE OF THE PRODUCTS, MONITORING OR ANY OTHER SERVICES CAUSED OR ALLOWED ANY HARM OR DAMAGE (WHETHER PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) TO YOU OR ANYONE IN YOUR PREMISES, OUR LIABILITY SHALL BE LIMITED TO THE LESSER OF TWO THOUSAND DOLLARS (\$2,000.00) OR TWELVE (12) TIMES THE MONTHLY SERVICES FEE AND THIS SHALL BE YOUR ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY (INCLUDING

WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY OR PRODUCT LIABILITY) IS USED TO DETERMINE THAT WE WERE LIABLE FOR THE INJURY OR LOSS. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY REMEDIES SET FORTH ABOVE ARE YOUR EXCLUSIVE REMEDIES AND OUR SOLE LIABILITY. WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. SOME STATES MAY NOT ALLOW US TO EXCLUDE OR LIMIT INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. THE LAWS OF THE STATE WHERE THESE TERMS ARE EXECUTED WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.

∞ IN THE EVENT THAT ANY GUEST, INVITEE, TENANT, EMPLOYEE OR OTHER PERSON SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST US RELATING TO THE OPERATION OF THE SYSTEM AT THE PREMISES OR THE PERFORMANCE OF THE SERVICE OR ANY ACT OR FAILURE TO ACT ON YOUR PART, YOU SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY SUCH CLAIMS AND LAWSUITS. YOU SHALL ALSO RELEASE, DEFEND, INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY ACTIONS, PROCEEDINGS, CLAIMS AND LAWSUITS ALLEGING THAT YOU HAVE USED THE SYSTEM, SERVICES OR PRODUCTS IN AN UNLAWFUL MANNER. THESE INDEMNITIES INCLUDE WITHOUT LIMITATION THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES, WHETHER THESE CLAIMS ARE BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, WARRANTY, OR STRICT PRODUCT LIABILITY ON THE PART OF US, OUR AGENTS, SERVANTS OR EMPLOYEES, OR ANY OTHER THEORY OF LIABILITY. YOU SHALL IMMEDIATELY NOTIFY YOUR INSURANCE CARRIER OF SUCH A CLAIM OR LAWSUIT FOR DEFENSE AND/OR PAYMENT OF THE CLAIM.

∞ YOU ACKNOWLEDGE THAT INGRID'S SMALL BUSINESS OFFERING IS LIMITED TO INTRUSION AND NOTIFICATION SERVICES AND DOES NOT SUPPORT FIRE, SMOKE OR HEAT DETECTION, INCLUDING WITHOUT LIMITATION AS MAY BE REQUIRED BY COMMERCIAL FIRE MARSHALL CODES.

**☐ *Disclaimer of Warranties***

∞ OTHER THAN OUR PRODUCT WARRANTY THAT ACCOMPANIES THE PRODUCTS, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE CONCERNING THE SYSTEM OR SERVICE. WE CAN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE WITH RESPECT TO OTHER PERSONS OR ENTITIES.

***☐ Limitation on Actions; Waiver of Jury Trial***

∞ BOTH PARTIES AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THIS AGREEMENT SHALL BE BROUGHT OR FILED MORE THAN ONE YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. **UNLESS PROHIBITED BY LAW, BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT ANY ACTION OR PROCEEDING SHALL BE ADJUDICATED WITHOUT A TRIAL.**

∞ IN CALIFORNIA, ANY CONTROVERSY, DISPUTE, OR CLAIM BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THESE TERMS, (OTHER THAN ACTIONS BROUGHT BY INGRID IN SMALL CLAIMS COURT TO COLLECT AMOUNTS DUE UNDER THESE TERMS) WILL BE SETTLED BY A REFERENCE PROCEEDING IN THE COUNTY OF CALIFORNIA WHERE YOUR PREMISES IS LOCATED, IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 638, ET SEQ AND 641 THROUGH 645.1, AND OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, OR THEIR SUCCESSOR SECTIONS, WHICH SHALL CONSTITUTE THE EXCLUSIVE REMEDY FOR THE RESOLUTION OF ANY CONTROVERSY, DISPUTE, OR CLAIM CONCERNING THESE TERMS, INCLUDING WITHOUT LIMITATION WHETHER SUCH CONTROVERSY, DISPUTE, OR CLAIM IS SUBJECT TO THE REFERENCE PROCEEDING. THE REFEREE SHALL BE APPOINTED TO SIT AS A TEMPORARY JUDGE WITH ALL OF THE POWERS OF A TEMPORARY JUDGE AUTHORIZED BY LAW. IN THE EVENT THAT THE ENABLING LEGISLATION, WHICH PROVIDES FOR THE APPOINTMENT OF A REFEREE IS REPEALED AND NO SUCCESSOR STATUTE IS ENACTED, ANY DISPUTE BETWEEN THE PARTIES THAT WOULD OTHERWISE BE DETERMINED BY A REFERENCE PROCEDURE HEREIN, WILL BE RESOLVED AND DETERMINED BY BINDING ARBITRATION. THAT ARBITRATION WILL BE CONDUCTED BY A RETIRED JUDGE OF THE SUPERIOR COURT IN ACCORDANCE WITH SECTION 1280 TO 1294.2 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, AS AMENDED FROM TIME TO TIME.

∞ IF YOUR HOME STATE (OTHER THAN CALIFORNIA) DOES NOT PERMIT A CONTRACTUAL WAIVER OF JURY TRIAL WE EACH AGREE TO SETTLE DISPUTES ONLY BY ARBITRATION. THE FEDERAL ARBITRATION ACT SHALL APPLY TO THESE TERMS. EXCEPT FOR QUALIFYING SMALL CLAIMS COURT CASES, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS, OR ANY PRIOR AGREEMENT FOR DIGITAL HOME PROTECTION SERVICE WITH US, OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THESE TERMS OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) OR BETTER BUSINESS BUREAU (“BBB”). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES AND THEY CAN, IF THE LAW ALLOWS, SEEK RELIEF AGAINST US ON YOUR BEHALF. YOU CAN OBTAIN PROCEDURES, RULES, AND FEE INFORMATION FROM THE AAA ([WWW.ADR.ORG](http://WWW.ADR.ORG)), THE BBB ([WWW.BBB.ORG](http://WWW.BBB.ORG)), OR FROM US. ANY ARBITRATION AWARD MADE AFTER COMPLETION OF ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT

JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

### **About You**

∞ You represent that you're at least eighteen (18) years old and have the legal capacity to accept these Terms.

### **About These Terms**

Please feel free to contact us with any questions about these Terms by e-mailing us at [contract\\_questions@ingridhomesecurity.net](mailto:contract_questions@ingridhomesecurity.net)

∞ A waiver of any part of these Terms in one instance isn't a waiver of any other part or any other instance. You can't assign these Terms or any of your rights or duties under it. We may assign all or part of these Terms or your debts to us without notice, and you agree to make all subsequent payments as instructed. If we do so, anyone to whom we transfer or subcontract our obligations will have all of our rights, and the Terms (including without limitation our limitation of liability and rights to indemnification) shall apply to the work or services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

We are not responsible for any work, including without limitation monitoring, which is done negligently by any third party. NOTICES ARE CONSIDERED DELIVERED WHEN WE SEND THEM BY EMAIL OR FAX TO ANY EMAIL ADDRESS OR FAX NUMBER YOU'VE PROVIDED TO US, OR THREE (3) DAYS AFTER MAILING TO THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU, IF SENT BY US, OR TO THE CUSTOMER SERVICE ADDRESS, IF SENT BY YOU. These Terms and the documents to which it refers form the entire agreement between you and us with respect to their subjects. You can't rely on any other documents or statements on with respect to those subjects by any sales or service representatives, and you have no other rights with respect to the Service or these Terms, except as may be specifically provided by law. These Terms aren't for the benefit of any third party except our parents, affiliates, subsidiaries, agents, related parties, subcontractors, assignees and predecessors and successors in interest. You agree that a copy of these Terms and proof of the manner of execution hereof shall be deemed to be an original for all purposes. You agree that we may save and store all contracts and other documents executed by you in an electronic media and all such contracts and other documents shall be deemed to be, and may be used by us as, originals and shall be given the same force and effect as paper-form originals.

Wherever possible, each term contained in these Terms will be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of such terms are, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of these Terms, and these Terms will be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change as to cause the completion of these transactions to be unreasonable.

∞ Unless otherwise required by the law of the state of your premises, you agree that these Terms will be governed by the laws of the State of Delaware, without reference to conflicts of laws rules,

and that any action arising out of these Terms must be brought in the federal or state courts located in the State of Delaware. You and we each submit to the jurisdiction of those courts.