

Power Home Technologies, LLC

2848 Queen City Dr Ste F  
CHARLOTTE, NC 28208  
Phone/Email: (910) 635-0096 / econtracts@pht.com  
  
License: NC: 1534-CSA;

ALARM MONITORING AGREEMENT

This agreement (the “Agreement”) is made as of the Effective Date indicated below by and between the company set forth above (the “Company”) and the owner of the home or business (the “Customer”) located at the address shown below (the “Premises”). The Company agrees to provide, or cause to be provided, the alarm monitoring services for the alarm system (the “System”) installed at the Premises.

Owner of Home /Business: Herbert Baum		Effective Date	
Spouse/Resident:		05/01/2017	
Name of Business:		Business Type:	
Premises Address: 2 Sturbridge LN Greensboro, NC 27408			
Billing Address: 2 Sturbridge LN (if different from Premises) Greensboro, NC 27408			
Phone: (Home/Business Owner) 3018730221			
Phone: (Spouse/Resident)			
Email: (Home/Business Owner) drherb51@gmail.com		eContractID: 511449	
By signing below, Customer acknowledges receiving appropriate terms and conditions for the following provider:  Alarm.com	Extended Service Option: (Residential Customer Only)  \$50.00 Trip Charge (See Section 16):  Yes	Total Monthly Fee*: \$34.99  - \$0  \$34.99 Final Rate  <small>*PLUS OTHER CHARGES INCLUDING APPLICABLE TAX</small>	Monthly AutoPay Enrollment  By signing below, Customer authorizes Company to deduct the Total Monthly Fee and any other amounts due hereunder from the following bank account or credit card as provided in Section 4:  *****7750 ACH

**1. THE SERVICE:** Upon receipt of a non-verified alarm signal, Company will attempt to contact the Customer and/or the persons submitted to Company on Customer's contact list to verify whether an emergency exists. Methods of verification used by Company include verbal verification or receipt of a cancel or false signal from the alarm system. In necessary situations, Company will attempt to contact the appropriate responding agency or a guard service. Company and Customer must comply with local notification and response requirements, which may now or in the future include visual verification of an emergency condition prior to response. Customer agrees to pay any charge associated with this requirement, including any fees for guard or police services. For non-emergency signals such as low battery, communication failure, sensor troubles and a/c power fails, Company may, in its sole discretion, decline to notify the Customer. It is the Customer 's responsibility to test the functionality of all components of his/her System each month.

**2. DISCLAIMER OF WARRANTIES: NEITHER COMPANY NOR ITS CONTRACTOR REPRESENTS OR WARRANTS THAT THE SYSTEM OR THE MONITORING SERVICES WILL PREVENT ANY LOSS BY BURGLARY, FIRE, ROBBERY OR OTHERWISE, OR WILL, IN ALL CASES, PROVIDE THE SPECIFIED NOTIFICATION SERVICE.** Customer understands that there are no warranties which extend beyond the face of this Agreement and acknowledges that neither Company nor its contractor has made any representation or warranty, express or implied, including without limitation, about the condition of the System or monitoring service, their merchantibility, or their fitness for any particular purpose, other than those expressly contained in this Agreement. Customer understands and acknowledges that the System, Transmission System (See Section 9), or Company's or its contractor's equipment may not function properly; that the Company or its contractor may not respond properly to the receipt of an alarm signal; and that neither Company nor its contractor has control over the response time or capability of any agency or person notified. **CUSTOMER ALSO UNDERSTANDS THAT IN THE EVENT THAT THE COMPANY IS DETERMINED TO BE DIRECTLY OR INDIRECTLY LIABLE FOR ANY LOSS, DAMAGE, OR INJURY THAT THE \$1,000 LIMIT OF LIABILITY IN SECTION 5 APPLIES.**

**3. SERVICE FEES AND TERM OF AGREEMENT:** This Agreement shall continue for an initial term of 60 months (“Initial Term”) unless earlier terminated pursuant to the provisions hereof, and shall thereafter automatically renew on a month to month basis (“Renewal Term”) unless cancelled by either party at least thirty (30) days before the end of the then-current term. Customer may cancel this Agreement by calling Company at least thirty (30) days before the end of the then-current term. If cancelled, this Agreement ends on the last day of the then-current term. Customer agrees to pay the Total Monthly Fee above plus all applicable taxes, permit fees, false alarm charges, communication charges, failed payment charges, guard charges, service charges, late charges, surcharges, or other related charges (collectively, “Other Charges”), if applicable, whether imposed on Company or Customer. **Company may increase the Total Monthly Fee at any time after the first twelve (12) months. If Customer objects in writing to the increase of the Total Monthly Fee within thirty (30) days of receiving notice of the increase on Customer's invoice (including invoices available through Company's website), and if Company does not waive the increase, then Customer may terminate this Agreement effective thirty (30) days after Company's receipt of Customer's written notice of termination, and Customer will not have to pay the contract termination charges described in Section 8.**

**4. PAYMENT/LATE CHARGES:** By enrolling in Monthly AutoPay, Customer understands that monthly automatic payments will be deducted and / or debit / credit card will be charged on the date indicated on the Customer's monthly bill. The Customer's authorization and the Monthly AutoPay service will remain in full force and effect until revoked by the Customer, the Customer's financial institution, or the Company. Customers enrolled in Monthly AutoPay will have access to their monthly invoices through Company's website and such monthly invoices will not be mailed to Customers. Customers not enrolled in Monthly AutoPay may be charged an additional \$2 per month for paper invoices. Company may impose a late charge on each payment that is past due and a fee for any check or other instrument (including credit card charge backs) returned for any reason. In the event any late charges or other charges are held to be in excess of the highest lawful amount, such charges shall be reduced to the highest lawful amount, and any excess charges will be promptly refunded or credited to Customer's account.

**FINANCIAL DISCLOSURE STATEMENT**

**THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT**

A. Number of Payments for the Initial Term is:  60	B. Amount of Each Payment is  \$34.99  (Total Monthly Fee from above)	Total of Payments for the Initial Term is \$2099.40 (Plus all Other Charges, including applicable taxes, fees, fines, and rate increases)  (A x B)
--	---	---

**CUSTOMER RESPONSIBILITY TO READ AGREEMENT:** CUSTOMER HAS READ AND UNDERSTOOD ALL TERMS AND CONDITIONS INCLUDING THOSE CONTAINED ON THE NEXT PAGE AND INCORPORATED BY REFERENCE HEREIN. THESE TERMS AND CONDITIONS INCLUDE A DISCLAIMER OF WARRANTIES IN SECTION 2, A ONE THOUSAND DOLLAR (\$1,000) LIMITATION OF LIABILITY IN SECTION 5, A LIST OF CUSTOMER'S DUTIES IN SECTION 6, THE CONTRACT TERMINATION CHARGE IN SECTION 8, AN ARBITRATION CLAUSE IN SECTION 14, AN AUTHORIZATION TO OBTAIN A CONSUMER CREDIT REPORT IN SECTION 19, AND CUSTOMER'S CONSENT TO BE CONTACTED IN SECTION 21. CUSTOMER AUTHORIZES PAYMENT OF ALL AMOUNTS DUE TO COMPANY BY THE METHOD SPECIFIED ABOVE. CUSTOMER ALSO ACKNOWLEDGES BEING ORALLY INFORMED OF CUSTOMER'S RIGHT TO CANCEL AT THE TIME OF EXECUTION OF THIS AGREEMENT.

**RIGHT TO CANCEL:** YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. PLEASE SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNTIL COMPANY BEGINS MONITORING SERVICE.

ACCEPTED AND COPY RECEIVED BY:

DocuSigned by:  
  
435B9D0A7E9D490...  
Homeowner/Business Owner Signature

Diana Izarraraz  
Sales Representative's Name

Spouse/Resident Signature

FOR OFFICE USE ONLY

Account Number	Date Installed: 05/01/2017	Next Billing Date: 06/01/2017	Draft Date: 1	Trans ID:
----------------	-------------------------------	----------------------------------	------------------	-----------



**5. COMPANY IS NOT AN INSURER AND LIMITATION OF LIABILITY: CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CUSTOMER ASSUMES ALL RISK OF PERSONAL INJURY AND LOSS OR DAMAGE TO CUSTOMER'S PREMISES OR TO THE CONTENTS THEREOF.** Customer further acknowledges and agrees that if any insurance is desired, Customer must obtain it. In addition to the Company's other rights at law or under this Agreement, the Customer specifically releases the Company from any liability for any event or condition covered by the Customer's insurance. **CUSTOMER UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO COMPANY'S NEGLIGENCE, FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, VIOLATION OF ANY APPLICABLE LAW (INCLUDING CONSUMER PROTECTION LAWS), OR FAILURE OF THE MONITORING SERVICE OR THE EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S LIABILITY SHALL BE LIMITED TO THE SUM OF ONE THOUSAND DOLLARS (\$1,000) AND THIS LIABILITY SHALL BE COMPANY'S SOLE AND EXCLUSIVE LIABILITY.** In addition, Customer understands and agrees any home automation or interactive services provided by Company or a third-party are also subject to this \$1,000 limit of liability, and Company shall not be responsible if such systems or services fail for any reason. If Customer wishes Company or its contractor to assume a greater liability, Customer may obtain from Company a higher limitation of liability by paying an additional periodic service charge to Company. If Customer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and the amount of the liability and the additional periodic charge. Such rider and additional obligation shall in no way be interpreted to hold Company as an insurer.

**6. CUSTOMER'S DUTIES:** Customer shall maintain the System in good operating condition. **CUSTOMER IS RESPONSIBLE FOR TESTING THE SYSTEM MONTHLY AND ANYTIME THERE IS A CHANGE TO ANY ASPECT OF THE TRANSMISSION SYSTEM (SEE SECTION 9). CUSTOMER AGREES TO PROVIDE COMPANY AND ITS CONTRACTOR WITH WRITTEN NOTICE OF ANY CHANGES, REVISIONS, OR MODIFICATIONS TO THE TRANSMISSION SYSTEM AND FURTHER AGREES TO PROVIDE AND MAINTAIN CURRENT AND CORRECT SUBSCRIBER AND EMERGENCY CONTACT INFORMATION WITH COMPANY AND ITS CONTRACTOR.** The Customer must also notify Company or its contractor promptly if Customer believes there is a problem with the Transmission System. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm system have been obtained. **CUSTOMER'S DUTIES UNDER THIS SECTION ARE IMPORTANT TO ENSURE THAT THE TRANSMISSION SYSTEM FUNCTIONS PROPERLY. IF CUSTOMER FAILS TO PERFORM SUCH DUTIES, COMPANY AND ITS CONTRACTOR WILL NOT BE LIABLE FOR DAMAGES OR SUBJECT TO A PENALTY AS A RESULT.**

**7. FAMILIARIZATION PERIOD: CUSTOMER UNDERSTANDS THAT CUSTOMER'S PREMISES MAY BE LOCATED IN A JURISDICTION WHICH REQUIRES BY LAW A FAMILIARIZATION PERIOD FOR A CERTAIN NUMBER OF DAYS. CUSTOMER UNDERSTANDS THAT, DURING SUCH PERIOD, COMPANY HAS NO OBLIGATION TO NOTIFY ANY AUTHORITIES OF ANY INTRUSION ALARM SIGNAL THE COMPANY RECEIVES FROM CUSTOMER'S PREMISES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT.**

**8. DEFAULT, DISCONNECTION AND REMEDIES:** Customer will be in default and breach of this agreement if Customer 1) fails to pay any fees or charges when due; 2) generates, in Company's sole judgment, excessive false alarms; or 3) fails to perform other obligations set forth in this Agreement. In the event of a default, the Company may, by notice to Customer, terminate Customer's monitoring services. Customer will remain responsible for all charges incurred prior to the effective date of the service termination Customer agrees that the charges due under this Agreement are based on Customer's agreement to receive and pay for the services during the Initial Term and any Renewal Term and that Company has relied upon this agreement and has incurred costs in deciding to enter into this contract. **If Customer breaches this Agreement during its Initial Term or any Renewal Term, Customer will also pay an amount equal to eighty (80%) percent of the remaining payments owed during the Initial or any Renewal Term and any related levies, court costs, collection costs, and attorney fees. This termination charge is not a penalty; it is a charge to compensate Company for Customer's failure to maintain services for the Initial Term or any Renewal Term. All amounts are due immediately without presentment, demand, protest or further notice, all of which Customer expressly waives.**

**9. TRANSMISSION SYSTEM:** Customer's System communicates with the Company's monitoring facility utilizing one or more networks - telephone, cable, Internet, cellular, or radio. It may also utilize equipment in Customer's home - telephone or cable equipment, modem, router, power supply. Together, the System, the network and other equipment represent the "Transmission System". This Transmission System is beyond the control of Company and Company takes no responsibility for its reliability or its continued compatibility with this intended usage. Each network and the related in-home equipment has its own inherent risks and reliability levels and the Customer should consider their own needs and requirements before choosing a Transmission System. **In order for the system to transmit signals over the internet, it must have uninterrupted access to an always-on high-speed internet connection.** If a signal from Customer's System does not reach Company's monitoring facility for any reason, Company will not be able to respond. Communication issues might include, but are not limited to, network outages, severed lines, lack of power to key components, signal jamming, obsolescence or failure of components, and/or changes in laws or regulations. **Company is not responsible for notifying Customer of such communication issues.** The Customer should test the System on a regular monthly basis and any time there is a change to any aspect of the Transmission System (See Section 6). The Customer should immediately notify the Company of any changes to the Transmission System (including use of DSL, VoIP or other broadband services as these may interfere with or prevent signal transmission) or any communication issues identified by Customer during testing. **IF THE TRANSMISSION SYSTEM USES A TELEPHONE LINE AND THAT LINE IS DISCONNECTED, THE ALARM TRANSMISSION WILL FAIL.** If Customer has chosen a means of communication that causes the System to seize control of a communication network in order to communicate with the monitoring facility, Customer understands that they will not be able to use that same communication network to call for emergency response during the time that the communication network is in use. Customer's panel may be preprogrammed.

**10. INTERRUPTION OF SERVICE:** Neither Company nor its contractor assumes any liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, interruption or unavailability of communication network service, acts of God, or for any other cause beyond the control of Company or its contractor. In case of such an event, Company may suspend the monitoring service and/or this Agreement without liability and without notification to Customer. Company or its contractor may suspend or cancel this Agreement without notice, liability, or penalty should the System, Customer's Premises or Company's or its contractor's monitoring facilities become so substantially damaged that further service is impractical. Customer will remain responsible to pay for services provided. Neither Company nor its contractor shall have any liability for delay in installation or maintenance of the equipment.

**11. THIRD PARTY INDEMNIFICATION:** Customer agrees to and shall indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, contractors and any person or entity for whom the Company is legally responsible, from and against any and all claims arising from this Agreement brought by parties other than the parties to this Agreement.

**12. SUBROGATION:** Unless prohibited by Customer's insurance policy, Customer hereby discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Customer's Premises whether said claims are made by Customer, his agents, insurance carrier, or other parties claiming under or through Customer. Customer agrees to indemnify, defend and hold harmless Company and its contractor from any action for subrogation that may be brought against Company or its contractor by any insurer or insurance carrier, or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fees. Customer shall notify their insurance carrier of the terms of this provision.

**13. LIMITATION ON ACTIONS:** To the extent permitted by law, Customer hereby agrees that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against Company more than one (1) year after the accrual of the cause of action.

**14. BINDING ARBITRATION: THE PARTIES AGREE TO RESOLVE THROUGH BINDING ARBITRATION ALL CLAIMS, DISPUTES, OR LAWSUITS (COLLECTIVELY "CLAIMS"), REGARDLESS OF THEIR NATURE, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER BUSINESS RELATIONSHIP BETWEEN THE PARTIES.** The parties agree that arbitration shall be conducted in accordance with the commercial rules of the Federal Arbitration Act (FAA). Arbitration or any related litigation will take place in the county where this Agreement was made, unless both parties agree to a different location. The arbitration shall be conducted by an attorney who is knowledgeable about the security industry. The arbitrator is not authorized to grant punitive damages. Customer and Company agree that each may bring claims against the other only in Customer or Company's individual capacity, and not as a Plaintiff or class member in any purported class or representative proceeding. Further, unless both Customer and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not preside over any form of a representative or class proceeding of which these claims will be a part. All direct and indirect costs for arbitration will be paid by the non-prevailing party or split in an equitable manner by the arbitrator. The arbitration proceedings, including decisions and awards, shall be held in confidence by both parties. The parties acknowledge that by executing this Agreement, they are waiving all rights to a jury or bench trial for all claims between the parties.

**15. FALSE ALARMS/PERMITS:** Customer understands that local authorities may impose fines for false alarms or signals, and Customer agrees to be responsible for these fines and any related costs whether they are levied directly on Customer or on the Company, its contractors, or subcontractors. Customer understands that the city or county in which Customer's Premises are located may require that Customer obtain and maintain at Customer's expense a license or permit for the use and monitoring of an alarm system. **If Customer fails to maintain and/or provide or update any required license or permit, Company will not be held responsible for performing the Services and may terminate the Services without notice to Customer.**

**16. EXTENDED SERVICE OPTION:** If Customer requests repair service (other than service pursuant to an original installation warranty), Company or its contractor may agree to provide such repair service during its regular business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (excluding holidays) for fifty dollars (\$50) per service trip (or at Company's customary rates outside of the specified hours or days) for as long as Company provides Customer's monitoring service and Customer is current on all payments. Customer is responsible for repairs to or replacements of batteries; key fobs; alarm screens; cellular equipment; cameras; video equipment; and home automation or interactive notification services, equipment, hardware or software. Customer is also responsible for damage caused by abuse, misuse, faulty connections, tampering, construction, vandalism, theft, acts of God, cosmetic damage or any other cause other than normal wear and tear.

**17. FIRE DEVICES:** Any fire or life safety device (including smoke detectors, carbon monoxide detectors or other auxiliary detectors) must be installed and operated in strict accordance with manufacturer's and/or Company's specifications, tested at least monthly (see Section 6) and used in conjunction only with UL certified devices. To the extent fire or life safety devices rely on other devices not connected to the System, Customer must ensure that all devices, whether connected to the System or not, are powered by an always-on power source or live battery. Customer agrees that if power is cut-off, the battery is low or dead, or a fire event cuts off the electricity or results in a loss of power that the fire or life safety devices will not operate, the alarm will not sound and no signals will be transmitted to Company. Customer also must verify on a regular basis that all fire or life safety devices can properly transmit signals via the Transmission System (see Sections 6 and 9). Lastly, Customer agrees that the number and location of any fire or life safety devices can be governed by requirements or recommendations in national, state, and local laws, codes, and standards, and that any such fire or life safety devices may not fulfill such requirements or recommendations for number or location, and it is Customer's sole responsibility to comply with applicable laws, codes and standards relating to installation, placement, or maintenance of any such fire or life safety devices.

**18. ASSIGNMENT:** This Agreement may not be assigned in whole or in part by Customer. Company may assign or subcontract all or any portion of this Agreement without notice to Customer and any such assignee or subcontractor shall be entitled to the rights, benefits, privileges and protection afforded to Company under the terms of this Agreement.

**19. ACKNOWLEDGMENT:** In compliance with the Fair Credit Reporting Act (FCRA), Customer is authorizing Company now and at any time during the term of this Agreement to obtain a consumer credit report. Customer should refer to the FCRA for further explanations of Customer's rights. **Customer agrees that Company has the right to report Customer to one or more consumer reporting agencies if Customer becomes delinquent on his/her account. Customer agrees that he/she may not amend or modify this Agreement or his/her obligations under this Agreement with any restrictive notations (such as "final payment") on or accompanying checks or other payments accepted by Company and any such notations have no legal effect.**

**20. ENTIRE AGREEMENT:** This Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. Company's duty and obligation to provide monitoring service to Customer arise solely from this Agreement. This Agreement supersedes all prior representations, understandings, or agreements of the parties. This Agreement can only be modified (a) in writing, signed by the parties or their duly authorized agents or (b) by bill message on Customer's invoice (including invoices available through Company's website), email or other notice from Company to Customer provided that Customer does not object in writing within thirty (30) days after receiving the notice. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Customer agrees that Company may convert this Agreement to electronic media, which may serve as the exclusive original. If a court determines that any provision of this contract is invalid or unenforceable, that provision shall be deemed amended and enforced to the maximum extent permitted by law. Each and every other provision of this contract shall continue to be valid and enforceable.

**21. PRIVACY:** Company will use commercially reasonable efforts to maintain the privacy of Customer's information. Customer understands that Company cannot guarantee privacy and agrees not to hold the Company liable for any claims, loss, damages, or costs that may result from loss of privacy. Customer consents to Company contacting him/her at the mailing address, email address and phone number(s) Customer provides for any purpose related to this Agreement using any method, including automated technology, prerecorded messages or text messages. If Customer's wireless provider charges Customer for text or email messages, Customer is responsible for any such charges. Customer consents to the recording of all communications between the Customer and Company. Customer represents that he/she has obtained the above-referenced consents from any third-parties, whose emails and phone number(s) Customer provides to Company (including emergency contacts). Customer agrees to contact from Company and/or its outside collection agencies in connection with all matters relating to unpaid past due charges billed by Company. Customer agrees that contacts to collect unpaid past due charges may be made to any mailing address, phone number or any email address Customer provides, and such contact may be made using any method, including automated technology, prerecorded messages or text messages. Customer agrees and acknowledges that any e-mail address that the Customer provides to Company is his/her private address and is not accessible to unauthorized third parties.

**22. LICENSING:** In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209, (501) 618-8600. This agreement may be assigned to MONI, Inc. Visit [www.mymoni.com/licenses](http://www.mymoni.com/licenses) for more information.

**23. AARP Promotion: Company agrees to waive the applicability of Sections 13 and 14 of this Agreement with respect to AARP Members that become new customers of Company through Company's participation in AARP's program of discounts and special values for Members.**

NOTICE OF CANCELLATION

DEALER: Power Home Technologies, LLC    CUSTOMER NAME: Herbert Baum    DATE OF TRANSACTION: 05/01/2017

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER’S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO: 4521 Preslyn Dr , Raleigh, NC 27616    NOT LATER THAN MIDNIGHT OF 05/04/2017

☐    I Hereby Cancel This Transaction    BUYER’S SIGNATURE: \_\_\_\_\_    DATE: \_\_\_\_\_

COPY VIEW

NOTICE OF CANCELLATION

DEALER: Power Home Technologies, LLC    CUSTOMER NAME: Herbert Baum    DATE OF TRANSACTION: 05/01/2017

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER’S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO: 4521 Preslyn Dr , Raleigh, NC 27616    NOT LATER THAN MIDNIGHT OF 05/04/2017

☐    I Hereby Cancel This Transaction    BUYER’S SIGNATURE: \_\_\_\_\_    DATE: \_\_\_\_\_

COPY VIEW





**2. PURCHASE OF THE SYSTEM.** Customer hereby agrees to buy, and Company hereby agrees to sell, at the Premises the alarm system described above and incorporated herein for all purposes by this reference (the "System"), in accordance with the terms and conditions hereinafter set forth.

**3. NOT A MONITORING AGREEMENT.** Customer hereby acknowledges and agrees that this Agreement is not a monitoring contract and does not provide for monitoring services to be provided by Company or any other party with respect to the System. Monitoring services to be provided to Customer with respect to the System shall be pursuant to a separate agreement to be separately negotiated by the parties, if desired.

**4. INSTALLATION OF THE SYSTEM.** Company agrees to install or cause to be installed the System at the Premises in a workmanlike manner and in compliance with applicable laws, regulations and industry standards, and to furnish all material and labor necessary for such installation, subject to the following conditions: (a) Customer authorizes and empowers the Company to enter upon the Premises for such purpose and agrees to make the Premises available for such purpose during normal working hours (constituting 8:00 a.m. - 5:00 p.m., Monday through Friday, excluding national holidays); (b) Customer will provide required electrical power outlets at the location or locations designated by Company for equipment requiring such power; (c) Customer will provide any communication network to which the system may be connected, including any internet, intranet, cable, transmission or telephone lines and service (Company recommends that Customer properly install a RJ31X jack for connection of the System to Customer's telephone service); (d) Customer understands that installation will require drilling and cutting into certain parts of the Premises, which shall be identified to Customer before the work commences, and that certain wiring may be required to be exposed, although Company will attempt to conceal wiring in the furnished areas of the Premises whenever possible, and Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats, switches, or wiring; and (e) Company expressly assumes no liability for delay in installation of the System due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, acts of God, shortages of labor or materials, or any other cause beyond the control of Company. **CUSTOMER UNDERSTANDS THAT THE CITY OR COUNTY IN WHICH CUSTOMER'S PREMISES ARE LOCATED MAY REQUIRE THAT CUSTOMER OBTAIN A PERMIT FOR THE INSTALLATION, USE AND MONITORING OF AN ALARM SYSTEM, AND CUSTOMER WILL OBTAIN SUCH PERMIT(S), IF NEEDED.** Upon completion of the installation of the alarm system, Company shall thoroughly instruct Customer in the proper use of the alarm system.

**5. TITLE TO THE SYSTEM; RISK OF LOSS.** Customer agrees to pay Company for the System, any related equipment, and the installation of same, prior to completion of installation of the System. Customer agrees that title to and ownership of the System, all component parts, and any related equipment shall remain the sole and exclusive property of Company until Customer has paid in full, and Customer shall bear the entire risk of loss to the System until that time. If Customer fails to pay the amount specified in this agreement, then Customer authorizes Company to enter into the Premises and remove the System, which shall not be deemed to be a waiver of Company's right to damages, and Company shall continue to have the right to enforce any legal remedy or right available to Company. Further, Company shall in no way be obligated to restore the Premises to its original condition or repair same in the event the System is removed as a result of Customer's default.

**6. LIMITED ONE YEAR WARRANTY.** a) Company warrants that the System will be free from defects in material and workmanship under normal use and operating conditions for a period of one year from the date of installation. Company will repair or replace, at Company's sole option, any component of the System proven to be defective during such period without further charge to Customer. b) Warranty Service will be furnished during Company's regular business hours of Monday - Friday, excluding holidays, from 8:00 a.m. until 5:00 p.m., subject to any applicable trip charges after 90 days from the date of installation. Emergency Service provided at other times shall be paid by Customer at Company's customary rate. Customer must provide full access to the Premises and to the System requiring repair at the time agreed upon by Company and Customer. c) Warranty Service excludes batteries; key fobs; alarm screens; cellular equipment; cameras; video equipment; and home automation or interactive notification services, equipment, hardware or software. Customer is also responsible for damage caused by abuse, misuse, faulty connections, tampering, construction, vandalism, theft, acts of God, cosmetic damage or any other cause other than normal wear and tear. Company reserves the right to use new or reconditioned parts in fulfillment of this warranty, and retain any parts removed from the System. Parts required which were not defective shall be at additional cost to Customer. Company shall not be responsible for failure to render service due to causes beyond Company's control. d) Company shall not be required to make repairs or replace any parts of the System that has been abused or not operated in accordance with instructions provided to Customer. Any other service provided shall be paid by Customer at Company's prevailing material and hourly rates.

**7. DISCLAIMER OF ALL OTHER WARRANTIES. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM OR ANY MONITORING SERVICE WILL PREVENT ANY LOSS BY BURGLARY, FIRE, HOLD-UP OR OTHERWISE, OR THAT THE SYSTEM OR ANY MONITORING SERVICE WILL IN ALL CASES PROVIDE THE NOTIFICATION SERVICE FOR WHICH IT IS INTENDED.** Customer acknowledges and agrees that company has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation the condition of the system or any monitoring service, their merchantability or their fitness for any particular purpose; nor has customer relied on any representations or warranties, express or implied, other than those expressly contained herein. Customer further acknowledges and agrees that any affirmation of fact or promise shall not be deemed to create an express warranty, that client is not relying on company's skill or judgment in selecting or furnishing a system, and that there are no warranties which extend beyond the face of the agreement hereof. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CUSTOMER ASSUMES ALL RISK OF PERSONAL INJURY AND LOSS OR DAMAGE TO CUSTOMER'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CUSTOMER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 9, 10 AND 11, WHICH SET FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO CUSTOMER OR ANYONE ELSE. TO THE EXTENT NOT DISCLAIMED, ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE MAXIMUM EXTENT ALLOWED BY THE APPLICABLE STATE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.**

**8. ACCEPTANCE OF INSTALLATION.** Customer hereby acknowledges and agrees that any error or omission in the installation of the System must be brought to the attention of Company in writing within five (5) days after completion of installation; otherwise, the installation shall be deemed accepted by and satisfactory to Customer.

**9. COMPANY IS NOT AN INSURER AND LIMITATION OF LIABILITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMPANY NOR ITS CONTRACTOR IS AN INSURER; THAT CUSTOMER ASSUMES ALL RISK OF PERSONAL INJURY AND LOSS OR DAMAGE TO CUSTOMER'S PREMISES OR TO THE CONTENTS THEREOF.** Customer further acknowledges and agrees that if any insurance is desired, Customer must obtain it. In addition to the Company's other rights at law or under this Agreement, the Customer specifically releases the Company and its contractor from any liability for any event or condition covered by the Customer's insurance. **CUSTOMER UNDERSTANDS AND AGREES THAT IF COMPANY OR ITS CONTRACTOR SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO COMPANY'S OR ITS CONTRACTOR'S NEGLIGENCE, FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, OR FAILURE OF THE MONITORING SERVICE OR THE EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S AND ITS CONTRACTOR'S LIABILITY SHALL BE LIMITED TO THE SUM OF ONE**

**THOUSAND DOLLARS (\$1,000) AND THIS LIABILITY SHALL BE COMPANY'S OR ITS CONTRACTOR'S SOLE AND EXCLUSIVE LIABILITY.** In addition, Customer understands and agrees that the installation of any home automation or interactive services provided by third parties are also subject to this \$1,000 limit of liability, and Company shall not be responsible if such systems or services fail for any reason. If Customer wishes Company or its contractor to assume a greater liability, Customer may obtain from Company a higher limitation of liability by paying an additional periodic service charge to Company. If Customer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and the amount of the liability and the additional periodic charge. Such rider and additional obligation shall in no way be interpreted to hold Company or its contractor as an insurer.

**10. THIRD PARTY INDEMNIFICATION.** Customer agrees to and shall indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, contractors and any person or entity for whom the Company is legally responsible, from and against any and all claims arising from this Agreement brought by parties other than the parties to this Agreement.

**11. SUBROGATION.** Unless prohibited by Customer's insurance policy, Customer hereby discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Customer's Premises whether said claims are made by Customer, his agents, insurance carrier, or other parties claiming under or through Customer. Customer agrees to indemnify, defend and hold harmless Company and its contractor from any action for subrogation that may be brought against Company or its contractor by any insurer or insurance carrier, or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fees. Customer shall notify their insurance carrier of the terms of this provision.

**12. LIMITATION OF ACTIONS.** Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefrom.

**13. BINDING ARBITRATION: THE PARTIES AGREE TO RESOLVE THROUGH BINDING ARBITRATION ALL CLAIMS, DISPUTES, OR LAWSUITS (COLLECTIVELY "CLAIMS"), REGARDLESS OF THEIR NATURE, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER BUSINESS RELATIONSHIP BETWEEN THE PARTIES.** The parties agree that arbitration shall be conducted in accordance with the commercial rules of the Federal Arbitration Act (FAA). Arbitration or any related litigation will take place in Dallas, Texas, unless both parties agree to a different location. The arbitration shall be conducted by an attorney who is knowledgeable about the security industry. The arbitrator is not authorized to grant punitive damages. Customer and Company agree that each may bring claims against the other only in Customer or Company's individual capacity, and not as a Plaintiff or class member in any purported class or representative proceeding. Further, unless both Customer and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not preside over any form of a representative or class proceeding of which these claims will be a part. All direct and indirect costs for arbitration will be paid by the non-prevailing party or split in an equitable manner by the arbitrator. The arbitration proceedings, including decisions and awards, shall be held in confidence by both parties. The parties acknowledge that by executing this Agreement, they are waiving all rights to a jury or bench trial for all claims between the parties.

**14. CHANGES IN STANDARDS AND REGULATIONS OF REGULATORY AGENCIES.** Company shall not be responsible nor liable for any costs or changes necessitated by changes in the regulations and standards of any and all regulatory agencies after the date of execution of this Agreement. Customer shall be responsible for and shall pay to Company the cost of any additions, corrections or changes to the System that may be requested or required, after the execution of this Agreement by Customer, by any of the regulatory agencies or institutions, including, but not limited to any State Fire Marshall, any insurance companies, the National Fire Protection Association, Underwriters' Laboratories, Inc., or any other municipal or local police, fire or electrical agencies.

**15. TESTING.** It is the responsibility of Customer to test the System for proper operation periodically, but not less than monthly.

**16. INVALID PROVISIONS.** If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

**17. DEFAULT.** In the event of default by Customer in the performance of any of the terms or conditions of this Agreement, including timely payment of the amount due to Company upon completion of installation of the System, Company may pursue any one or more of the following remedies, which shall be cumulative and nonexclusive: (a) recover from Customer the total unpaid balance of the sum provided for in Paragraph 2, and any other sum provided for herein; (b) repossess the System; (c) immediately cease further work on the installation of the System; (d) terminate this Agreement by giving ten (10) days written notice to Customer; and (e) pursue any other remedy at law now or hereafter existing. In the event of a repossession of the System and resale thereof, Customer shall be responsible to Company for any deficiency remaining after Company applies the proceeds of such resale, first to all costs of repossession and resale, including, but not limited to, storage, repair, renovation, alteration, attorneys' fees, collection costs and commissions, and then to the unpaid amount due hereunder.

**18. COMPLIANCE WITH LAWS.** Customer agrees to use the System strictly in compliance with all applicable laws and regulations. Company assumes no responsibility for any unlawful activity on Customer's part. Should Customer's unlawful activity subject Company to any civil or criminal liability for any reason, Customer agrees to indemnify, defend and hold harmless Company from any such potential or actual liability, including payment of all attorneys fees and court costs related to such matters.

**19. ENTIRE AGREEMENT.** This Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Customer agrees that Company may convert this Agreement to electronic media, which may serve as the exclusive original.

**20. LICENSING.** If you are an Alabama resident, complaints against the licensee may be directed to the Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., PMB 392, Montgomery, AL 36116, (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209, (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, P.O. Box 942507 Sacramento, CA 94258 (916) 574-7950. In Florida, licensing is regulated by the Florida Department of Business and Professional Regulation. Complaints may be directed to the Department of Business and Professional Regulation, Division of Regulation / Compliance - Consumer Services, 1940 N. Monroe St., Tallahassee, FL 32399. In New York, complaints may be directed to NYS Department of State, Division of Licensing Services, Complaint Review Office, 123 William Street, 19th Floor, New York, NY 10038, (212) 417-5790. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 4901 Glenwood Avenue, Suite 200, Raleigh, NC 27612 (919) 788-5320. In Texas, licensing is regulated by the Texas Department of Public Safety, Commission on Private Security Bureau, P.O. Box 4087, Austin, TX 78773, (512) 424-7710.

NOTICE OF CANCELLATION

DEALER: Power Home Technologies, LLC      CUSTOMER NAME: Herbert Baum      DATE OF TRANSACTION: 05/01/2017

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER’S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:  
4521 Preslyn Dr , Raleigh, NC 27616      NOT LATER THAN MIDNIGHT OF 05/04/2017.

☐ I Hereby Cancel This Transaction      BUYER’S SIGNATURE: \_\_\_\_\_      DATE: \_\_\_\_\_

COPY VIEW

NOTICE OF CANCELLATION

DEALER: Power Home Technologies, LLC      CUSTOMER NAME: Herbert Baum      DATE OF TRANSACTION: 05/01/2017

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER’S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:  
4521 Preslyn Dr , Raleigh, NC 27616      NOT LATER THAN MIDNIGHT OF 05/04/2017.

☐ I Hereby Cancel This Transaction      BUYER’S SIGNATURE:      DATE:

COPY VIEW





Alarm.com Terms

**IMPORTANT -- READ CAREFULLY:** You have agreed to purchase residential or commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer (“**Dealer**”) pursuant to an agreement with the Dealer (“**Dealer Agreement**”). Alarm.com Incorporated, a Delaware corporation (“**Alarm.com**” or “**us**” or “**we**”), has authorized the Dealer to market and sell Alarm.com’s services (“**Services**”) to you with certain hardware and other products, including communication modules, video, imaging and/or home automation devices (“**Equipment**”) that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com’s offering of the Equipment and Services (“**Terms**”) and are part of your agreement with the Dealer **and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment.** By signing your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.

**A1.** Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/ or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don’t remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. We may modify these Alarm.com Terms from time to time to comply with applicable law.

**A2.** The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, “**Materials**”) and Services. You will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.

**A3.** If your Services include emergency two-way voice over a cellular or internet connection, you acknowledge that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control. We may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

**A4.** THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALLY REASONABLE EFFORTS TO CORRECT OR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS (“**LIMITED WARRANTY**”). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, **ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY US ARE PROVIDED “AS IS,” WITH ALL FAULTS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (a) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (b) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (c) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

**A5. (A)** YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY YOU FROM A THIRD PARTY. **(B)** ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECT OR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COM’S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER

BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO YOU, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM’S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES. **(C)** YOU HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES. **(D)** YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. IF YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

**A6.** You agree and acknowledge that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. You agree and acknowledge that the use of the Services, Materials and/ or Equipment is voluntary.

**A7.** If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney’s fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.

**A8.** You understand and agree that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.

**A9.** TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND **EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL.** TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

**A10.** These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to *California Code of Civil Procedure* section 638 *et seq.* and 641 through 645.1 or any successor statutes thereto.

**A11.** If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

**A12.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

\* \* \*

PAYMENT INFORMATION

CREDIT REPORT AUTHORIZATION INFORMATION

In compliance with the Fair Credit Reporting Act (FCRA), customer acknowledges that he/she is authorizing company to obtain a consumer credit report.

Primary Signer

Secondary Signer

Social Security Number:
Date of Birth:

INITIAL PAYMENT INFORMATION

Customer acknowledges and agrees that Company is authorized to deduct the Initial Payment from the bank account or credit card provided below.

BANK ACCOUNT	
Account Number	0005202447750
Routing Number	053101121
CREDIT CARD	
Card Number	
Expiration Date	

MONTHLY AUTO PAYMENT INFORMATION

Customer acknowledges and agrees that Company is authorized to deduct the Monthly Fee (plus any applicable levies, charges, taxes, fees, fines and rate increases) from the bank account or credit card provided below.

BANK ACCOUNT	
Account Number	0005202447750
Routing Number	053101121
CREDIT CARD	
Card Number	
Expiration Date	

## Certificate Of Completion

Envelope Id: 4297B17743C44A5894E0C6D975534368	Status: Completed
Subject: Your Alarm System Agreements for 2 Sturbridge LN from Power Home Technologies, LLC	
ContractID: 511449	
DealerNumber: 810290007	
Source Envelope:	
Document Pages: 10	Signatures: 2
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 4	
AutoNav: Enabled	Payments: 0
Envelopeld Stamping: Enabled	
Time Zone: (UTC-06:00) Central Time (US & Canada)	
	Envelope Originator: eContract API (Prod)
	2350 Valley View Ln #100 Dallas, TX 75234 econtract@monitronics.com IP Address: 65.118.57.199

## Record Tracking

Status: Original 5/1/2017 8:32:24 AM	Holder: eContract API (Prod) econtract@monitronics.com	Location: DocuSign
Status: Authoritative Copy 5/1/2017 8:36:45 AM	Holder: eContract API (Prod) econtract@monitronics.com	Location: DocuSign

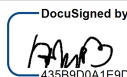
## Signer Events

Herbert Baum  
drherb51@gmail.com

### Security Level:

request recipient token test.Password  
ID: ce89c4be-3b48-444d-baea-ea1d5c02b151  
5/1/2017 1:32:25 AM

## Signature

DocuSigned by:  
  
435B9D0A1E9D490...

Using IP Address: 98.26.202.183  
Signed using mobile

## Timestamp

Sent: 5/1/2017 8:32:25 AM  
Viewed: 5/1/2017 8:36:09 AM  
Signed: 5/1/2017 8:36:42 AM

### Electronic Record and Signature Disclosure:

Accepted: 5/1/2017 8:36:09 AM  
ID: 4572153d-5176-4a73-980a-4298905abb5a

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Notary Events

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	5/1/2017 8:32:25 AM
Certified Delivered	Security Checked	5/1/2017 8:36:09 AM
Signing Complete	Security Checked	5/1/2017 8:36:42 AM
Completed	Security Checked	5/1/2017 8:36:42 AM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Monitronics and/or one of its authorized dealers (collectively referred to as, "we", "us" or "Company") may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your email address provided herein or your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button on the previous page.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below. You may also request paper copies by sending notice electronically to [edisclosure@monitronics.com](mailto:edisclosure@monitronics.com) or in writing to P.O. Box 814530, Dallas, Texas 75381-4530 and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you may withdraw your consent by sending notice electronically to [edisclosure@monitronics.com](mailto:edisclosure@monitronics.com) or in writing to P.O. Box 814530, Dallas, Texas 75381-4530. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your email or your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your email address and/or your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you may receive the disclosures and notices electronically or in paper

format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Monitronics:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [edisclosure@monitronics.com](mailto:edisclosure@monitronics.com)

**To advise Monitronics of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to [edisclosure@monitronics.com](mailto:edisclosure@monitronics.com) or in writing to P.O. Box 814530, Dallas, Texas 75381-4530 and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button on the previous page.

By checking the 'I agree' box, I confirm that:

I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

I can print on paper the disclosure or save or send the disclosure to a place where I can print it,

for future reference and access; and

Until or unless I notify Company as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Company during the course of my relationship with you.