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THIS IS A COPY

## Power Home Technologies, LLC

2848 Queen City Dr Ste F CHARLOTTE, NC 28208

Phone/Email: (910) 635-0096 / econtracts@pht.com

License: SC: BAC 13573; SC: FAC 13559;

### 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.

io bo providod, tilo did		ing our nood for the dialin dyor	om the officent / motamod at	tilo i formoco.	
Owner of Home /Business:	Gary Nob	le			Effective Date
Spouse/Resident:					04/28/2017
Name of Business:		Busi	iness Type:		
Premises Address:	16 Palm L	n.			
Billing Address: (if different from Premises)	16 Palm L	, SC 29203 n. , SC 29203			
Phone: (Home/Business Owner)	803-238-1	1819			
Phone: (Spouse/Resident)					
Email: (Home/Business Owner)	garynoble	3.gn@gmail.com		eContractID:	510649
By signing below, Customer ac receiving appropriate terms ar for the following provi	nd conditions	Extended Service Option: (Residential Customer Only)	Total Monthly Fee*: \$36.99	,	toPay Enrollment
None		\$50.00 Trip Charge (See Section 16):	- \$0 \$36.99 Final Rate	following bank account or c	ner amounts due hereunder from the redit card as provided in Section 4:
1 THE SERVICE: Unon	receint of a r	Yes non-verified alarm signal, Company	*PLUS OTHER CHARGES INCLUDING APPLICABLE TAX  will attempt to contact the Custon		***5471 ACH
<del>o</del> =:\ <del>-</del> :\ <del>-</del> :\-	. Joseph G. G.	ion ronnoa alanin olynai, oompany	, accompt to contact the oddton		integrate configurity on odotornor

- 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 \_\_\_\_\_\_ months ("Initial Term") unless earlier terminated pursuant to the provisions hereof, and shall thereafter automatically renew for successive twelve (12) months term(s) ("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. 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, 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.

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

THERE IS NOT INVITED ON SOCIETY (VIVITY) RESOLUTION ON THE PROPERTY.				
A. Number of Payments	B. Amount of Each Payment is			
for the Initial Term is:	\$36.99	Total of Payments for the Initial Term is	\$2219.40	(A x B)
60	(Total Monthly Foo from chays)	(Plus all Other Charges, including applica	able taxes, fees, fines, a	and rate increases)

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.

<u>RIGHT TO CANCEL:</u> 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.

THIS AGREEMENT	SHALL NOT BE BINL	ING UPON COMPANY	JNTIL COMPANT BE	EGINS MONITORING SERVICE	•
ACCEPTED AND COPY RECEIVED B	Y:				
DocuSigned by:					
GML.NL		Shaur	dra Rourk		
Homeowner/Business Owner Signature		S	ales Representative's Name		
Spouse/Resident Signature					
		FOR OFFICE USE O	NLY		
Account Number	Date Installed:	Next Billing Date:	Draft Date:	Trans ID:	
	04/28/2017	05/28/2017	28		

- 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 wompany or initiation 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 alam 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 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 communication network is in use. Customer's pane
- 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 hamless 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 hamless 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
- 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 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: 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 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. This agreement may be assigned to MONI. Visit 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.

The Authoritative Copy of this record is held at na2.docusign.net

# **NOTICE OF CANCELLATION**

DEALER:	Power Home Technologies, LLC	_ CUSTOMER NAME: Gary Noble	DATE OF TRANSACTION: 04/28/2017
IF YOU C INSTRUM CANCELL MUST MA DELIVERE REGARDI SELLER A OR DISPO AGREE TO UNDER TI	ANCEL, ANY PROPERTY TRADED ENT EXECUTED BY YOU WILL BE ILATION NOTICE, AND ANY SECURIT IN AVAILABLE TO THE SELLER AT ED TO YOU UNDER THIS CONTRACING THE RETURN SHIPMENT OF THE AND THE SELLER DOES NOT PICK TO SE OF THE GOODS TO THE SEL	IN, ANY PAYMENTS MADE BY YOU RETURNED WITHIN TEN (10) BUSIN Y INTEREST ARISING OUT OF THE YOUR RESIDENCE, IN SUBSTANTIA CT OR SALE, OR YOU MAY, IF YOU GOODS AT THE SELLER'S EXPENS THEM UP WITHIN 20 DAYS OF THE DE TURTHER OBLIGATION. IF YOU FAIL! LER AND FAIL TO DO SO, THEN YO! ANSACTION, MAIL OR DELIVER A SI	ON, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.  UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE IESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR E TRANSACTION WILL BE CANCELED. IF YOU CANCEL, YOU ALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS I WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER E AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU UNREMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS IGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR  NOT LATER THAN MIDNIGHT OF 05/03/2017
	I Hereby Cancel This Transaction	BUYER'S SIGNATURE:	DATE:

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# **NOTICE OF CANCELLATION**

DEALER:	Power Home Technologies, LLC	CUSTOMER NAME: Gary Nobl	e DATE OF TRANSACTION: 04/28/2017
IF YOU CANSTRUME CANCELL MUST MADELIVERE REGARDII SELLER AOR DISPOAGREE TO UNDER THE	ANCEL, ANY PROPERTY TRADED ENT EXECUTED BY YOU WILL BE ATION NOTICE, AND ANY SECURITION NOTICE, AND ANY SECURITION THE SELLER AT ED TO YOU UNDER THIS CONTRACT OF THE RETURN SHIPMENT OF THE LAND THE SELLER DOES NOT PICK TO SELLER TO SELLER TO THE SELD OF THE	IN, ANY PAYMENTS MADE BY RETURNED WITHIN TEN (10) BUT OF YOUR RESIDENCE, IN SUBSTAICT OR SALE, OR YOU MAY, IF GOODS AT THE SELLER'S EXPIPEM UP WITHIN 20 DAYS OF TITURTHER OBLIGATION. IF YOU FANSACTION, MAIL OR DELIVER	ATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE JSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR THE TRANSACTION WILL BE CANCELED. IF YOU CANCEL, YOU NTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER ENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE HE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU IYOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR NOT LATER THAN MIDNIGHT OF 05/03/2017
	I Hereby Cancel This Transaction	BUYER'S SIGNATURE:	DATE:

The Authoritative Copy of this record is held at na2.docusign.net

## **Power Home Technologies, LLC**

2848 Queen City Dr Ste F CHARLOTTE, NC 28208

Phone/Email: (910) 635-0096 / econtracts@pht.com

License: SC: BAC 13573; SC: FAC 13559;

INSTALLATION AGREEMENT

1. 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").

Owner of Home /Business:	Gary Noble		Effective Date
Spouse/Resident:			04/28/2017
Name of Business:	Business Type:		04/20/2017
Premises Address:  Billing Address: (if different from Premises)  Phone: (Home/Business Owner)	16 Palm Ln. Columbia, SC 29203 16 Palm Ln. Columbia, SC 29203 803-238-1819		
Phone: (Spouse/Resident) Email:	garynoble3.gn@gmail.com		
(Home/Business Owner)	TBD		
Password:		eContract	ID: 510649
NAME	PHONE # EXT	TYPE USER	# PASSCODE
DESCRIPTION OF WOR	RK TO BE COMPLETED		
EQUIPMENT DESCRIPTION	I PTS	QTY PRICE	TOTAL COST
Basic		( F 7	Subtotal \$0 Other \$0 Permits \$0 Fax \$0 Fotal \$0
	CUSTOMER AUTHORIZATION:	INITIAL PAYMENT I	NFORMATION
No 2. Is your hor No 3. Are you un monitoring set Yes 4. I understar responsible for	nd that the Company or any representative of the Company cannot be or cancelling any services with my current security company (if applicable). In that I have signed an agreement to receive monitoring services for	Prepaid Monitoring: \$36.99  Activation Fee: \$25  Total Equip / Other: \$0  By signing below, Customer acknowle authorized to deduct the Initial Payme hereunder from the following  ************  Promo Months: 0 Pre	ent Due and any other amounts due bank account or credit card:
AND CONDITIONS INCLU ARBITRATION CLAUSE II ALSO ACKNOWLEDGES		MOUNTS DUE TO COMPÁNY BY THE MET CELAT THE TIME OF EXECUTION OF THI	I OF LIABILITY IN SECTION 9 AND AN HOD SPECIFIED ABOVE. CUSTOMER S AGREEMENT.

KIGHT 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 INSTALLATION OF THE SYSTEM.

ACCEPTED AND	COPY	RECEIVED BY:	
/ TOOLI ILD / TIAD	001 1	INDUCTIVED DI.	

DocuSigned by:	Shaundra Rourk		
一方のでは、   大のでは、   しっと。   大のでは、   しっしでは、   しっしでは、   しっしでは、   しっしでも、   しっしでも、   しっしでも、   しっしでも、   しっしでも、   しっしでも、   しっしでも、   も、   も、   も、   も、   も、   も、   も、 	Sales Representative's Name	StateID#	
Spouse/Resident Signature		IA CENEDIC occupract 00201	

- 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 furning 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.
- 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 HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 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 ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE 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 attomey'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 BINDINGARBITRATIONALL 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.

The Authoritative Copy of this record is held at na2.docusign.net

## **NOTICE OF CANCELLATION**

DEALER: Power Home Technologies, LLC	CUSTOMER NAME: Gary Noble	DATE OF TRANSACTION: 04/28/2017	
ANY PROPERTY TRADED IN, ANY PAYMENTS MADE IS RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLO OUT OF THE TRANSACTION WILL BE CANCELED. IF GOOD CONDITION AS WHEN RECEIVED, ANY GOOD INSTRUCTIONS OF THE SELLER REGARDING THE FAVAILABLE TO THE SELLER AND THE SELLER DOES OR DISPOSE OF THE GOODS WITHOUT ANY FURTURE RETURN THE GOODS TO THE SELLER AND FAIL TO	BYYOU UNDER THE CONTRACT OR SALE, IWING RECEIPT BY THE SELLER OF YOUR YOU CANCEL, YOU MUST MAKE AVAILAE IN SECULATED TO YOU UNDER THIS CON BE TURN SHIPMENT OF THE GOODS AT THE BENOT PICK THEM UP WITHIN 20 DAYS OF THE HER OBLIGATION. IF YOU FAIL TO MAKE DO SO. THEN YOU REMAIN LIABLE FOR P	HREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCED, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL R CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING BLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY, ITRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOOTHE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETATHE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.	BE NG AS HE DS AIN TO
CANCEL THIS TRANSACTION, MAIL OR DELIVER AS	IGNED AND DATED COPY OF THIS CANC	ELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:	. •
4521 Preslyn Dr , Raleigh, NC 27616		NOTLATERTHANMIDNIGHTOF_05/03/2017	
I Hereby Cancel This Transaction	BUYER'S SIGNATURE:	DATE:	



I Hereby Cancel This Transaction

### THIS IS A COPY

The Authoritative Copy of this record is held at na2.docusign.net

DATE:

NOTICE OF CANCELLATION

DEALER: Power Home Technologies, LLC CUSTOMER NAME: Gary Noble DATE OF TRANSACTION: 04/28/2017

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

NOTLATERTHANMIDNIGHTOF 05/03/2017

**BUYER'S SIGNATURE:** 

The Authoritative Copy of this record is held at na2.docusign.net

Secondary Signer

### PAYMENT INFORMATION

### CREDIT REPORT AUTHORIZATION INFORMATION

**Primary Signer** 

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

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 16245471

Routing Number 253279031

**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 16245471

Routing Number 253279031

CREDIT CARD

Card Number

**Expiration Date** 



**Certificate Of Completion** 

Envelope Id: 0D9CADFE0AF84276BDBD17088D5F7D67

Subject: Your Alarm System Agreements for 16 Palm Ln. from Power Home Technologies, LLC

ContractID: 510649 DealerNumber: 810290007

Source Envelope:

Document Pages: 9 Supplemental Document Pages: 0

Certificate Pages: 4 AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US &

Canada)

Signatures: 2 Initials: 0

Payments: 0

2350 Valley View Ln #100

Dallas, TX 75234

Envelope Originator:

eContract API (Prod)

Status: Completed

econtract@monitronics.com IP Address: 65.118.57.199

**Record Tracking** 

Status: Original

4/28/2017 10:51:52 AM

Status: Authoritative Copy

4/28/2017 10:55:35 AM

Holder: eContract API (Prod)

econtract@monitronics.com

Holder: eContract API (Prod)

econtract@monitronics.com

Location: DocuSign

Location: DocuSign

Signer Events

Gary Noble

garynoble3.gn@gmail.com

Security Level:

request recipient token test.Password ID: 674760e8-4d1f-4d58-b463-2c346dd0d6cc 4/28/2017 3:51:54 AM

Electronic Record and Signature Disclosure: Accepted: 4/28/2017 10:53:25 AM

ID: 4f515475-bca4-4391-94fc-6f0248577b61

Signature

DocuSigned by: ml.Nn 5909F4363654499..

Using IP Address: 172.75.227.197

Signed using mobile

**Timestamp** 

Sent: 4/28/2017 10:51:54 AM Viewed: 4/28/2017 10:53:25 AM Signed: 4/28/2017 10:55:32 AM

**In Person Signer Events Timestamp** Signature **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 4/28/2017 10:51:54 AM Certified Delivered Security Checked 4/28/2017 10:53:25 AM Signing Complete Security Checked 4/28/2017 10:55:32 AM Completed Security Checked 4/28/2017 10:55:32 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 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 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

## 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 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 <sup>TM</sup> 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
	-

<sup>\*\*</sup> 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.