

**Authorized  
Dealer****AMENDED AND RESTATED  
ALARM SERVICES CONTRACT ("CONTRACT")  
(California Customers Only)**

This Amended and Restated Contract made 10-19-2021 amends and restates the Contract made 10-18-2021 by and between Authorized Dealer and the Customer identified below.

The ADT Authorized Dealer Program is an ADT LLC dba ADT Security Services ("ADT") approved program of independent ADT Authorized Dealers. Please refer any questions concerning the program or the Dealer to ADT at 800.539.9690.

As used in this Contract, all references to "Authorized Dealer" shall include Authorized Dealer and its employees, agents, representatives, independent contractors, attorneys, officers, directors and shareholders, whether or not referenced in a particular Section of this Contract. The words "I" "Me" "My" and "Customer" as used in this Contract shall have the same meaning.

**Section 1. Authorized Dealer Information**

ADT Dealer No.: 6620321 Dealer License No.: 6446 Email: customerservice@dpsalarm.com

Dealer Business Name: DIRECT PROTECTION SECURITY INC

Address: 2145 ELKINS WAY STE B

City: BRENTWOOD State: CA ZIP Code: 94513-7363

**Section 2. Customer Information**

Customer Type: ☐ Residential ☒ Commercial Order ID: 5011788540 Account No.: \_\_\_\_\_

THIS CONTRACT is made and entered into this date, 10-19-2021, by and between

Customer Name: Ermias Hagos

Business Name: BLUE NILE

Address: 1823 N Santa Fe Ave

City: COMPTON State: CA ZIP Code: 90221

Monitored Location Telephone 1: 2132655826 Telephone 2: \_\_\_\_\_

Email Address: bluenileproperty1@gmail.com

(the "Monitored Location"), and Authorized Dealer, with corporate offices located at the Address set forth above. Authorized Dealer agrees to sell and install the alarm system described in Section 5. Equipment to be Installed (the "Equipment") at the Monitored Location and to provide Basic Monitoring Services, Optional Monitored or Electronic Services and Optional Services, if applicable, as described in Section 4. Services to be Provided (collectively, the "Services"). I agree to pay Authorized Dealer, or if ADT accepts this Contract, ADT for Services to be provided in the amounts summarized in Section 4. Services to be Provided and Section 5. Equipment to be Installed, and upon and subject to the terms and conditions of this Contract.

**AUTHORIZED DEALER IS NOT AN AGENT OF ADT.** Authorized Dealer is an independent dealer and is not controlled by ADT. I agree that no agency, employer/employee or fiduciary relationship exists between ADT and Authorized Dealer. After I sign this Contract, it will be submitted to ADT for consideration and acceptance. I expressly authorize submission of this Contract to ADT for consideration and acceptance by ADT. If ADT accepts this Contract, ADT will become the supplier of the Services to Me in place of Authorized Dealer and this Contract will be between ADT and Me as of the commencement date of the Services. No contractual relationship exists between ADT and Me unless and until ADT accepts this Contract to become the provider of the Services. I understand that ADT reserves the right to reject this Contract, in which case ADT shall have no responsibility to Me. If this Contract is not accepted by ADT, Authorized Dealer or ADT may notify Me of that decision. All references in this Contract to "Dealer" shall be references to (i) Authorized Dealer, if ADT does not accept this Contract and (ii) ADT, if ADT accepts this Contract to become the provider of the Services.

FAMILIARIZATION PERIOD IS REJECTED, INITIAL HERE X EH (See Paragraph 14 of the Terms and Conditions for an explanation of the Familiarization Period.)

**CANCELLATION RIGHT (RESIDENTIAL CUSTOMER ONLY)**

I, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. IF I AM A SENIOR CITIZEN I, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. I ACKNOWLEDGE BEING VERBALLY INFORMED OF MY RIGHT TO CANCEL AT THE TIME OF EXECUTION OF THIS CONTRACT AND RECEIPT OF THIS NOTICE. INITIAL HERE X

**FINANCIAL DISCLOSURE STATEMENT**

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

A. NUMBER OF PAYMENTS FOR THE INITIAL TERM IS 24.

B. AMOUNT OF EACH PAYMENT IS \$49.99  
(TOTAL MONTHLY SERVICE CHARGE ON PAGE 3).

TOTAL OF PAYMENTS FOR THE INITIAL TERM IS \$1,199.76  
(A. TIMES B.) (EXCLUSIVE OF ANY UP FRONT PAYMENTS, APPLICABLE TAXES, FEES, FINES AND RATE INCREASES.)

LATE CHARGE - PAYMENT IS DUE PURSUANT TO MY SELECTED BILLING FREQUENCY PRIOR TO THE START OF SERVICE. MY FIRST BILL/CHARGE WILL BE SENT/MADE SHORTLY AFTER MY SERVICE BEGINS. DEALER MAY IMPOSE A ONE-TIME LATE CHARGE ON EACH PAYMENT THAT IS MORE THAN TEN (10) DAYS PAST DUE, UP TO THE MAXIMUM AMOUNT PERMITTED BY LAW, BUT IN NO EVENT WILL THIS AMOUNT EXCEED \$5.00.

PREPAYMENT - IF I PREPAY THE TOTAL OF PAYMENTS PRIOR TO THE END OF THE INITIAL TERM OF THIS CONTRACT, THERE IS NO PENALTY OR REFUND.

SEE PARAGRAPHS 2, 3, 15 AND 19 OF THIS CONTRACT FOR ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, ACCELERATION AND RATE INCREASES.

**Section 3. Method of Billing****Invoice**

☐ Service Charges (If a billing frequency is not selected below, My recurring service charges will be billed monthly.)

☐ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly

**Automated Payment Plan**

By signing this Contract, I authorize Dealer to withdraw from My bank account and/or charge My credit/debit card provided to Dealer through an Automated Clearing House ("ACH") for (i) all Service Charges and the Purchase Amount Total as indicated below and (ii) Contract Termination Charges (see Paragraph 2, Early Termination of this Contract):

☒ Service Charges (If a billing frequency is not selected below, My recurring service charges will be billed monthly.)

☐ Annually ☐ Semi-Annually ☐ Quarterly ☒ Monthly

☐ Purchase Amount Total

This authorization to withdraw from My bank account and/or charge My credit/debit card will remain in effect until the termination date of this Contract or until I cancel this Contract, whichever occurs first. I may revoke this authorization only by notifying Dealer and My bank or Credit Card Company at least 10 business days before the scheduled debit or charge. I agree to notify Dealer of any other changes in My account information at least 15 days prior to the next billing date. If the date or amount of the withdrawal changes, or if Contract Termination Charges apply, Dealer will notify Me at least 10 days prior to the payment being collected. If a payment date falls on a weekend or holiday, payment may be executed on the next business day. Charges may be applied to My account each month as early as the transaction date. If an ACH transaction is rejected for non-sufficient funds (NSF), Dealer may attempt to process the charge again within 30 days, and an NSF charge may apply. The origination of ACH transactions to My account must comply with the provisions of U.S. law. I am an authorized user of the bank account or credit card account provided to Dealer for payment of charges under this Contract, and I will not dispute payments under this Contract from this account with My credit card company or bank so long as the amount corresponds to the terms of this Contract. I agree that, if ADT accepts this Contract, all references to "Dealer" in this Section 3 shall be deemed changed to "ADT".

**IMPORTANT NOTICE:** In the event I do not originally participate in the Automatic Payment Plan, or during the contract term I elect to cancel My participation in the Automatic Payment Plan, My Total Monthly Service Charge will increase by \$1.00 per month.

I acknowledge and agree to each of the following: (A) This Contract consists of eight (8) pages. Before signing this Contract, I have read, understand and agree to each and every term of this Contract, including but not limited to Paragraphs 1, 3 and 19 of the Important Terms and Conditions. (B) The initial term of this Contract is 24 months (See Section 2 - Early Termination of this Contract) and renews month to month thereafter. (C) Dealer and ADT are not security consultants and cannot address all of My potential security needs. Dealer has explained to Me the full range of equipment and services that ADT can provide Me. Additional equipment and services in addition to those identified in this Contract are available and may be obtained at an additional cost to Me. I have selected only the equipment and services identified in this Contract. (D) No alarm system can provide complete protection or guarantee prevention of loss or injury. Fires, floods, burglaries, robberies, medical issues and other incidents are unpredictable and cannot always be detected or prevented by an alarm system. Human error is always possible and the response time of police, fire and medical emergency personnel are outside the control of Dealer and ADT. Dealer may not receive alarm signals if communications or electrical power is interrupted for any reason. Dealer recommends that I manually test the alarm system monthly and any time I change telephone service, by calling 1.800.ADT.ASAP® or by logging on to MyADT.com. (E) The Equipment will become My property upon payment of the Purchase Amount Total, including sales tax, in full as indicated in Section 5. Equipment to be Installed.

Hashmat Amani

0

87187

Accepted By: Sales Representative Name

Representative ID

Representative License No.

Additional notices to Customer: (a) Dealer provided Me with a complete copy of this Contract at the time I signed this Contract; (b) I must exercise My cancellation right on or before the date that is three business days after the date this Contract was entered into, as identified in Section 1. Customer Information; (c) I signed this Contract on the date identified as the date this Contract was entered into in Section 1. Customer Information; (d) Dealer may not enter the Monitored Location unlawfully or commit any breach of the peace to repossess Equipment purchased under this Contract; and (e) I should not sign this Contract if any of the spaces intended for the agreed upon terms are blank.

**Accepted and Copy Received By:**

Upon acceptance of the installation, I have paid the amount of \$428.65.

Ermias Hagos

Customer Name

DocuSigned by:

Ermias Hagos

Customer Signature

10-19-2021

Date

**Authorization to Contact**

If I have provided or do provide Dealer or ADT with a phone number, including but not limited to a cellular phone number, a number that I later convert to a cellular phone number, or any number that I subsequently provide for billing and other non-solicitation purposes, I agree that Dealer and ADT may contact Me at this/these number(s). I also agree to receive calls and messages such as prerecorded messages, telephone calls and text messages from automated dialing systems at the number(s) provided. I confirm that I am the registered owner of all telephone number(s) that I have or will provide to Dealer or ADT to contact Me. If I have provided or do provide Dealer or ADT with an email address, I agree that Dealer and ADT may send Me emails regarding My Services or new products and services offered by Dealer, ADT or third parties. I may unsubscribe or opt out by emailing DNCcomplaint@adt.com or by calling 877.377.7343.

Section 4. Services to be Provided

Affinity Name: \_\_\_\_\_ Package Name: Premise Remote w/ Two Way Voice

<p><b>Basic Monthly Service, Burglary</b> _____</p> <p>Service includes: Customer Monitoring Center Signal Receiving and Notification Service for Burglary, Manual Fire and Manual Police Emergency.</p> <p><b>Basic Monthly Service, Burglary with</b> _____ <b>\$49.99</b></p> <p><b>ADT Interactive Solutions Services</b></p> <p>Service includes; Customer Monitoring Center Signal Receiving and Notification Service for Burglary, Manual Fire and Manual Police Emergency. ADT Interactive Solution Services includes; Web Access, Supplementary Email Notifications.</p>	<p><b>Optional Services</b></p> <p><b>Quality Service Plan</b> (Residential Customer Only) _____ <b>included</b></p> <p>After the Limited Warranty period I will be billed the then applicable trip charge for each service visit made to the monitored location.</p> <p><b>Investigator Response</b> _____</p> <p><b>Monthly Processing Fee</b> _____</p> <p><b>Monthly Recurring Municipal Alarm Permit Fee</b> _____</p> <p><b>Annual Recurring Municipal Alarm Permit Fee</b> _____</p> <p><b>One Time Alarm System Registration Fee</b> _____</p> <p>Customer to obtain and pay for alarm permit fee if permit fee is not paid to ADT and indicated above. Failure to obtain and provide ADT with required alarm permit registration could result in no fire/police response to an alarm from the premises and/or fine.</p> <p><b>Other</b> _____</p> <p><b>Other</b> _____</p> <p><b>Total Monthly Service Charge</b> _____ <b>\$49.99</b></p> <p>Including Basic Monthly Service, Optional Monitored or Electronic Services, Optional Services and all additional fees, and charges.</p>
<p><b>Optional Monitored or Electronic Services</b></p> <p>Additional equipment may be required.</p> <p><b>Smoke/Heat Detection</b> _____</p> <p><b>Carbon Monoxide Detection</b> _____</p> <p><b>ADT Interactive Solution Services – Home Control</b> _____</p> <p><b>ADT Interactive Solution Services – Video</b> _____</p> <p><b>Remote Access/Keyfob</b> _____</p> <p><b>Two Way Voice</b> _____ <b>included</b></p> <p><b>Cellular Backup</b> _____ <b>included</b></p> <p><b>Other</b> _____</p> <p><b>Other</b> _____</p> <p><b>Other</b> _____</p> <p><b>Other</b> _____</p>	<p><b>Municipal Electrical/Installation Permit Fee</b> _____</p> <p><b>Other</b> _____</p> <p><b>Other</b> _____</p>

Estimated Work Commencement Date: 10-19-2021 Estimated Substantial Completion Date: 10-19-2021

☐ See additional equipment listed in the attached Equipment to be Installed page(s).

IMPORTANT TERMS AND CONDITIONS

Table of Contents		
1. Payments; Term; Renewal Term(s); Consumer Report	10. Extended Limited Warranty/Quality Service Plan (QSP)	19. Cancellation
2. Early Termination of This Contract	11. Warranty Exclusions	20. Assignment
3. Increases in Charges	12. No Other Warranties	21. Delays
4. Alarm Permits; Additional Charges and Offset Rights	13. Alarm Monitoring and Notification Service	22. Personal Information
5. Limitation of Liability	14. Familiarization Period	23. Inspection Service
6. Other Party's Limitation	15. Failure to Pay Charges or Honor Contract	24. Investigator Response Service
7. Arbitration	16. Smoke and Carbon Monoxide Detectors	25. Privacy Policy
8. Installation	17. Battery-Powered and Wireless Devices	26. Entire Agreement Contract
9. Limited Warranty	18. Alarm System Communication	27. License Information
		28. State of Virginia Residents

**1. PAYMENTS; TERM; RENEWAL TERM(S); CONSUMER REPORT.** All charges are payable in advance. **The initial term of this Contract is 24 months.** Dealer's alarm monitoring and notification services will begin when the equipment is installed, operational and communicating with Dealer's Customer Monitoring Center. **This Contract will automatically renew for successive thirty (30)-day terms unless terminated by either party at least thirty (30) days before the end of the current term. If terminated, this Contract ends on the last day of the then-current term. I may terminate My service by calling Dealer at the number set forth on Page One of this Contract.** I authorize ADT and Dealer to obtain a non-investigative consumer report, commonly referred to as a credit check or credit report, about Me from a consumer reporting agency at any time during the term.

**2. EARLY TERMINATION OF THIS CONTRACT.** I AGREE THAT THE CHARGES DUE UNDER THIS CONTRACT ARE BASED ON MY AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR 24 -MONTH TERM. IF I CANCEL OR OTHERWISE TERMINATE THIS CONTRACT DURING ITS INITIAL 24 -MONTH TERM, OR IF DEALER CANCELS THIS CONTRACT DURING ITS INITIAL TERM FOR A REASON SET FORTH IN PARAGRAPH 19(B) BELOW, I WILL PAY 75% OF THE REMAINING TOTAL MONTHLY SERVICE CHARGES. IF THIS IS A RESIDENTIAL CONTRACT, NO CONTRACT TERMINATION CHARGES ARE DUE IF I TERMINATE DURING THE THIRTY (30)-DAY RENEWAL PERIOD(S). IF THIS IS A COMMERCIAL CONTRACT, AND I TERMINATE THIS CONTRACT DURING ITS INITIAL 24 -MONTH TERM OR DURING A RENEWAL TERM, OR IF DEALER CANCELS THIS CONTRACT DURING ITS INITIAL TERM FOR A REASON SET FORTH IN PARAGRAPH 19(B) BELOW, I WILL PAY AN AMOUNT EQUAL TO 90% OF THE CHARGES TO BE PAID BY ME DURING THE REMAINING INITIAL TERM OR REMAINING RENEWAL TERM OF THIS CONTRACT. THIS AMOUNT IS A CONTRACT TERMINATION CHARGE AND IS NOT A PENALTY. THE AMOUNT IS PAYABLE IMMEDIATELY IN FULL.

**3. INCREASES IN CHARGES.** I agree that Dealer has the right to increase the service charge at any time after the first year. If I object in writing to the increase within thirty (30) days of receiving notice of the increase, and if Dealer does not waive the increase, then I may terminate this Contract effective thirty (30) days after Dealer's receipt of My written notice of termination. In this situation, I will not have to pay the contract termination charges described in Paragraph 2 above.

**4. ALARM PERMITS; ADDITIONAL CHARGES AND OFFSET RIGHTS.** Certain government agencies require Me to pay for and maintain alarm use permits to receive Dealer or ADT services. I agree to pay all installation and alarm use permit fees; all directly or indirectly imposed false alarm fines, fees or charges; all telephone or signal transmission company charges; and all other assessments, fees and charges related to the alarm system. I agree to pay a service charge if a Dealer representative responds to a service call or alarm at My premises because I improperly followed operating instructions; failed to properly lock or close a window, door or other protected point; or improperly adjusted CCTV cameras, monitors or accessories. If Dealer owes Me money when this Contract ends, I agree that Dealer has the right to deduct from any refund owed Me: (A) service charges for thirty (30) days, if I fail to give the required written termination notice set forth in Paragraph 1 above; (B) any contract termination charges that I may owe as set forth in Paragraph 2 above and (C) any other additional charges, amounts or deposits that I owe to Dealer. If the amount of the deduction equals or exceeds the amount that Dealer owes to Me or if Dealer owes Me a credit of five dollars (\$5.00) or less, I agree that Dealer will not be obligated to refund any amounts to Me.

**5. LIMITATION OF LIABILITY.**

**A. INSURANCE; WAIVER OF SUBROGATION.** I AGREE THAT DEALER IS NOT AN INSURER AND THAT DEALER IS NOT PROVIDING ME WITH INSURANCE OF ANY TYPE. THE AMOUNTS I PAY DEALER ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF MY PROPERTY, ANYONE ELSE'S PROPERTY LOCATED IN MY PREMISES, OR ANY RISK OF LOSS AT MY PREMISES. INSTEAD, THE AMOUNTS DEALER CHARGES ME ARE BASED SOLELY UPON THE VALUE OF THE EQUIPMENT AND SERVICES DEALER PROVIDES AND UPON THE LIMITED LIABILITY DEALER ASSUMES UNDER THIS CONTRACT. IF I WANT INSURANCE TO PROTECT AGAINST ANY RISK OF LOSS AT MY PREMISES, I WILL PURCHASE IT. IN THE EVENT OF ANY LOSS, DAMAGE OR INJURY, I WILL LOOK EXCLUSIVELY TO MY INSURER AND NOT TO DEALER TO COMPENSATE ME OR ANYONE ELSE. I RELEASE AND WAIVE FOR MYSELF AND MY INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER AGAINST DEALER ARISING AS A RESULT OF THE PAYMENT OF ANY CLAIM FOR LOSS, DAMAGE OR INJURY.

**B. NO GUARANTEE; NO LIABILITY.** DEALER'S EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING BUT NOT LIMITED TO, FIRES, FLOODS, BURGLARIES, ROBBERIES AND MEDICAL PROBLEMS. OTHER THAN THE LIMITED WARRANTY AND/OR QUALITY SERVICE PLAN SET FORTH IN PARAGRAPHS 9, 10 AND 11 BELOW, DEALER MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT AND SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES. DEALER DOES NOT UNDERTAKE ANY RISK THAT I OR MY PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH ME, AND NOT WITH DEALER. I RELEASE, WAIVE, DISCHARGE AND PROMISE NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST DEALER FOR LOSS, DAMAGE OR INJURY RELATING TO THE EQUIPMENT OR SERVICES PROVIDED BY DEALER.

**C. EXCLUSIVE REMEDY.** IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY DEALER TO PERFORM ANY OF ITS OBLIGATIONS. UNDER NO CIRCUMSTANCES WILL I ATTEMPT TO HOLD DEALER LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY. IF, NOTWITHSTANDING THE PROVISIONS THIS PARAGRAPH 5, DEALER IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SERVICES AND/OR EQUIPMENT PROVIDED BY DEALER, DEALER'S LIABILITY TO ME SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500, WHICHEVER IS GREATER. THIS AGREED-UPON AMOUNT IS NOT A PENALTY. RATHER, IT IS MY SOLE REMEDY. UPON MY REQUEST, DEALER MAY AGREE TO ASSUME LIABILITY BEYOND WHAT IS PROVIDED FOR IN THIS PARAGRAPH 5 BY ATTACHING A SIGNED AMENDMENT TO THIS CONTRACT SETTING FORTH THE EXTENT OF DEALER'S LIABILITY AND THE ADDITIONAL CHARGES TO ME.

Terms and Conditions continue on accompanying sheets.

**D. APPLICATION. THE PROVISIONS THIS PARAGRAPH 5 APPLY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO THE PERFORMANCE OR NONPERFORMANCE BY DEALER OF ITS OBLIGATIONS UNDER THIS CONTRACT OR FROM NEGLIGENCE (ACTIVE OR OTHERWISE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER THEORY OF LIABILITY OR ALLEGED FAULT ON THE PART OF DEALER, ITS AGENTS OR ITS EMPLOYEES.**

**E. INDEMNITY. IF ANY OTHER PERSON, INCLUDING MY SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST DEALER IN ANY WAY RELATED TO (1) THE EQUIPMENT OR SERVICES PROVIDED BY DEALER TO ME OR (2) ANY INACCURACIES IN ANY PERSONAL INFORMATION, INCLUDING ANY CONTACT INFORMATION, PROVIDED BY ME TO DEALER IN ORDER FOR DEALER OR ITS REPRESENTATIVES TO COMMUNICATE WITH ME FOR ANY REASON, INCLUDING TELEPHONE CALLS, TEXT MESSAGES OR EMAILS REGARDING MY SERVICES OR NEW DEALER OR THIRD-PARTY PRODUCTS AND SERVICES, THEN I AGREE TO INDEMNIFY, DEFEND AND HOLD DEALER HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES. MY DUTY TO DEFEND IS SEPARATE AND DISTINCT FROM MY DUTY TO INDEMNIFY AND HOLD HARMLESS AND ARISES UPON THE ASSERTION OF A CLAIM OR DEMAND AGAINST DEALER AND REGARDLESS WHETHER DEALER HAS BEEN FOUND LIABLE OR WHETHER DEALER HAS INCURRED ANY EXPENSE.**

**F. TIME TO BRING CLAIM OR SUIT. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST DEALER AFTER THE SHORTER OF (1) ONE YEAR AFTER THE DATE OF LOSS OR (2) THE TIME ALLOWED BY LAW.**

**G. BENEFIT TO OTHERS. THE PROVISIONS OF THIS PARAGRAPH 5, AS WELL AS THE OTHER PROTECTIONS SET FORTH IN THIS CONTRACT THAT ARE FOR THE BENEFIT OF DEALER, SHALL APPLY TO AND BENEFIT (1) DEALER AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT) AND AFFINITY MARKETERS, AND (2) ADT AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, DEALERS, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT) AND AFFINITY MARKETERS, WHETHER OR NOT ADT ACCEPTS THIS CONTRACT.**

**H. WAIVER OF TORT CLAIMS. I AGREE THAT ANY DUTIES OWED TO ME BY DEALER ARE SET FORTH EXCLUSIVELY IN THIS CONTRACT AND I EXPRESSLY WAIVE ANY CLAIMS OR DEFENSES BASED ON TORTIOUS CONDUCT, INCLUDING WILLFUL OR INTENTIONAL TORTS. I FURTHER ACKNOWLEDGE THAT THERE ARE OTHER PROVIDERS OF THE EQUIPMENT AND SERVICES SET FORTH IN THIS CONTRACT AND AGREE TO CONTRACT WITH DEALER NOTWITHSTANDING THE PROVISIONS IN THIS PARAGRAPH 5 AND OTHER RESTRICTIONS ON THE LIABILITY OF DEALER.**

**6. OTHER PARTY'S LIMITATION. IF I PURCHASED EQUIPMENT OR SERVICES FROM DEALER THROUGH ANOTHER BUSINESS OR PERSON, OR FROM DEALER THROUGH A REFERRAL FROM ANOTHER BUSINESS OR PERSON, I AGREE THAT SUCH OTHER BUSINESS OR PERSON ACTS SOLELY AS AN INDEPENDENT CONTRACTOR AND HAS NO RESPONSIBILITY OR LIABILITY TO ME FOR THE PERFORMANCE OR NONPERFORMANCE OF THE EQUIPMENT OR SERVICES PROVIDED BY DEALER. I ALSO AGREE THAT ANY SUCH BUSINESS OR PERSON IS ENTITLED TO THE SAME RIGHTS AND PROTECTIONS AS DEALER UNDER THIS CONTRACT, INCLUDING PARAGRAPH 5.**

**7. ARBITRATION. DEALER AND I AGREE THAT ANY AND ALL DISPUTES BETWEEN US SHALL BE GOVERNED BY THIS BINDING ARBITRATION AGREEMENT. Arbitration is a dispute-resolution process that does not involve a judge or jury. Instead, Disputes are decided by a neutral third-party arbitrator in a process that is less formal than court. As used herein, the term "Dispute" means any claim or controversy, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims, whether based in contract; tort; fraud; intentional acts; violation of any statute, code or regulation; or other legal theory. The term "Dispute" shall be given the broadest possible meaning and will apply to, without limitation, all claims and controversies arising from this Arbitration Agreement; sales activities; goods and services; advertisements, promotions and other statements; billing and collection practices; privacy; and any other dispute arising from My interaction or relationship with Dealer. Dealer agrees not to elect arbitration if I file a Dispute in a small claims court in My state of residency so long as the Dispute is individual and non-representative in nature and remains exclusively as such in small claims court. **Pre-Arbitration Notice Requirement.** Before initiating an arbitration or a small claims matter, Dealer and I agree to first provide to the other a written "Notice of Dispute" that will contain: (a) a written description of the issue and the supporting documents and information, and (b) a specific request for money or other relief. A Notice of Dispute to Dealer should be sent at the address written on Page One of this Contract, or as I may otherwise be directed by Dealer or its assignee. Dealer will mail a Notice of Dispute to My protected Premises address. Dealer and I agree to make attempts to resolve the Dispute prior to commencing an arbitration or small claims action. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, Dealer or I may commence an arbitration proceeding or small claims action. **Initiation of Arbitration Proceeding.** If either party elects to arbitrate a Dispute, the Dispute shall be resolved by arbitration pursuant to this Arbitration Agreement and the then-current code of proceedings of the national arbitration organization to which the Dispute is referred. A party may refer a Dispute to either the American Arbitration Association ("AAA") or the Judicial Arbitration and Mediation Services ("JAMS"). If Dealer elects arbitration and chooses one of the organizations to administer, I may object and automatically have the other organization administer the proceedings simply by notifying Dealer of My objection in writing within 30 days of My receipt of Dealer's initial selection. To obtain a copy of the procedures, or to file a Dispute, I may contact the organizations at the following: (1) AAA, 335 Madison Avenue, New York, NY 10017, [www.adr.org](http://www.adr.org), and (2) JAMS, 1920 Main Street, Suite 300, Los Angeles, CA 92614, [www.jamsadr.com](http://www.jamsadr.com). IF EITHER PARTY ELECTS TO ARBITRATE A DISPUTE, DEALER AND I WAIVE THE RIGHT TO A JURY TRIAL AND TO OTHERWISE LITIGATE THE DISPUTE IN COURT. BY AGREEING TO ARBITRATE, THE PARTIES MAY ALSO WAIVE OTHER RIGHTS THAT WOULD OTHERWISE BE AVAILABLE IN COURT. FURTHER, IF EITHER PARTY ELECTS TO ARBITRATE A DISPUTE, I WAIVE MY RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR TO PARTICIPATE AS A MEMBER OF ANY CLASS ACTION RELATING TO THE DISPUTE. This means that all Disputes selected for arbitration will be arbitrated on an individual basis, between Dealer and Me only, without exception. A Dispute cannot be joined or consolidated with any other claim or action. **Arbitration Proceedings.** Because My transaction(s) with Dealer involves interstate commerce, this Arbitration Agreement and any Dispute arbitrated hereunder shall be governed by the Federal Arbitration Act ("FAA"). The JAMS or AAA code of procedures, as chosen, will govern the arbitration, but if there is a conflict between the applicable code of procedures and this Arbitration Agreement, this Arbitration Agreement shall control to the fullest extent permitted by the FAA. Unless otherwise agreed to by the parties, the arbitration will be conducted by a single, neutral arbitrator at a location within the federal judicial district in which I reside. Upon My request, Dealer will reimburse Me for all filing and administrative fees required for initiating the arbitration. Otherwise, each party is responsible for its own respective costs and fees, including, but not limited to, attorney and expert fees. The arbitrator shall apply applicable substantive law and, upon the request of either party, issue a written explanation of the basis for the decision. Judgment on the arbitration award may be entered in any court having proper jurisdiction. EXCEPT AS FOLLOWS, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. A party may appeal the arbitrator's initial award to a three-arbitrator panel administered by the same arbitration organization upon written notice within 30 days of the initial award. The arbitration organization will notify the other party of the appeal. The panel shall consider any aspect of the initial award objected to by the appealing party and issue a decision within 120 days of the date of the notice of appeal. The majority decision by the three-member panel shall be final and binding. Any dispute regarding the applicability, enforcement or interpretation of Paragraph 5 above or this Paragraph 7, shall be resolved by a court having proper jurisdiction. This Arbitration Agreement will not prevent Me from bringing a Dispute to the attention of any federal, state or local government agency. This Arbitration Agreement shall survive termination of this Contract.**



**8. INSTALLATION.** The equipment that Dealer installs under this Contract may be new or refurbished. In order for Dealer to install and service the equipment listed on this Contract, I agree that: (A) I own the premises or have authority to authorize Dealer to install the alarm equipment at the premises; (B) I will make the premises available without interruption during Dealer's normal working hours and will maintain the premises in a safe and sanitary condition suitable for work to be performed by Dealer's representatives without jeopardizing their health or safety; (C) the installation will require drilling into various walls and other parts of the premises; (D) I will provide Dealer with 110 AC electrical outlets for power equipment in locations designated by Dealer; (E) I will pay for and provide compatible Internet connectivity, if applicable; (F) I will make arrangements for lifting and replacing carpeting, if required, for Dealer's installation of floor mats or wiring; (G) Dealer may not be able to conceal any or all equipment or wiring; (H) Dealer, will not be liable for property damage, personal injury, illness or other loss due to water intrusion, mold, fungi, wet or dry rot or bacteria that may result from the installation services; and (I) My premises complies with all applicable codes, regulations and laws and will continue to comply with all applicable codes, regulations and laws during the initial term and any renewal terms of this Contract. If applicable, Dealer will attempt to connect the existing, previously-installed alarm system to ADT or such other third party's monitoring center. Prior to connection, Dealer has the right to inspect My system and My premises to determine eligibility for Extended Limited Warranty/QSP coverage and may notify Me of any required repair/replacement costs related to the existing alarm system, device(s) or connection. If I decline to pay such repair/replacement costs, Dealer is not obligated to connect to the existing alarm system and may terminate this Contract without liability to Dealer. If the existing alarm system is connected to ADT's or such other third party's monitoring center, Dealer will have no liability for the maintenance, operation, non-operation, actuation, non-actuation or erroneous actuation of the existing alarm system, connection or device(s), and any repairs will be performed on a time and material basis by Dealer, subject to available parts, except for repairs/replacements covered by Extended Limited Warranty/QSP coverage if such coverage is provided under this Contract.

**9. LIMITED WARRANTY.** During the first 90-days after installation, Dealer (this reference to Dealer does not include ADT) will repair or, at its option, replace any defective part of the equipment Dealer supplies and installs, including wiring, and will make required mechanical adjustments, all at no charge to Me. If I am provided equipment for self-install the 90-day warranty period for such equipment shall commence on the order date and will cover replacement equipment only. Dealer will use new or functionally operative parts for replacements. This limited warranty is for My benefit only and may not be enforced by any other person. This limited warranty gives Me specific legal rights. The laws of the state where this Contract was signed may also give Me additional rights. To order service, call 800.662.5378. This limited warranty, and if purchased, the extended limited warranty provided below, shall replace any other equipment warranty, including without limitation the manufacturer warranty.

**10. EXTENDED LIMITED WARRANTY/QUALITY SERVICE PLAN (QSP).** If I purchase the Extended Limited Warranty, which is called the Quality Service Plan or QSP, Dealer will repair or, at its option, replace any part of the equipment supplied by Dealer that requires repair or replacement due to malfunction, excluding wiring and batteries. After the initial term of this Contract, I will be charged a non-refundable trip fee in the amount of \$25 for each service call booking for a technician to attend My premises for QSP service. No trip fees will be charged if this Contract has been renewed for a term greater than one-month. Dealer has the right to increase the QSP trip fee at any time upon notice to Me. Dealer will use new or refurbished parts for replacements. If I require services excluded from the QSP (see Paragraph 11 below for exclusions), then Dealer will provide the services at its then-current labor rate for each service call. The QSP and the billing for it will commence on the date the alarm system is installed, operational and communicating with the CMC and will continue for the term of this Contract. The QSP will automatically renew for successive thirty (30) day terms at the then-current QSP rate unless terminated by either party's written notice at least thirty (30) days before the end of the then-current term. If I purchase the QSP after the initial system installation, the alarm system must be in good working condition at the time I purchase the QSP. To purchase the QSP, call 800.662.5378.

**11. WARRANTY EXCLUSIONS.** Dealer performs warranty services only during normal working hours. IF I REQUEST DEALER TO PERFORM WARRANTY SERVICES OUTSIDE NORMAL WORKING HOURS, I WILL PAY FOR THE SERVICES AT DEALER'S THEN-CURRENT RATES FOR LABOR, PARTS AND EQUIPMENT. THE LIMITED WARRANTY PROVIDED UNDER THIS CONTRACT AND, IF PURCHASED, THE QSP DOES NOT APPLY IF DEALER DETERMINES UPON INSPECTION THAT ANY OF THE FOLLOWING CONDITIONS CAUSED THE NEED FOR SERVICE: (A) damage resulting from accidents, theft, Acts of God, natural disasters, labor disputes, war, terrorism, civil strife, electrical surge, alterations or misuse; (B) My failure to properly close or secure a door, window or other point protected by an alarm device; (C) My failure to properly follow the operating instructions; (D) trouble in a telephone line, use of non-traditional telephone line or service (including but not limited to DSL, ADSL, VoIP, digital phone, internet-based phone, cellular, radio, etc.) or due to interruption of power; (E) loss or disruption of Internet connectivity; (F) repairs needed to window foil, security screens, exterior mounted devices (except for outdoor cameras, doorbells and door locks) or PROM (Programmable Read Only Memory); (G) ordinary wear and tear; (H) alterations to My premises or failure of My premises to comply with any applicable codes, regulations or laws; or (I) alterations or damage to the alarm system caused by Me or by a cause beyond Dealer's control. The limited warranty provided under this Contract and, if purchased, the QSP do not apply to household systems or devices not supplied by Dealer but connected to My alarm system for automation, alert or similar purposes, including but not limited to, thermostats, heating/air conditioning systems, lighting systems, doors, locks, garage doors, fans, blinds, shutters or appliances. Dealer will not perform warranty services on (i) any device not supplied by Dealer even if installed by Dealer; (ii) smoke or carbon monoxide detectors that have been installed for longer than five (5) years; or (iii) any part, system or device that has been discontinued or is no longer supported by the device manufacturer. Additionally, I understand that I may be required to pay for the installation of new equipment if the installed equipment is, in whole or in part, discontinued or is no longer supported by the device manufacturer and My failure to pay for the installation of said new equipment shall not relieve Me of My obligation to pay any amounts owed for service hereunder. Battery replacement is excluded from all warranties. THE EQUIPMENT PROVIDED BY DEALER UNDER THIS CONTRACT OR OTHERWISE MAY NOT BE COMPATIBLE WITH AND MAY NOT OPERATE WITH OTHER THIRD-PARTY ALARM OR HOME AUTOMATION SERVICES. This limited warranty and the QSP do not apply to promotional items or gifts.

**12. NO OTHER WARRANTIES.** OTHER THAN THE LIMITED WARRANTY PROVIDED UNDER THIS CONTRACT AND, IF PURCHASED, THE QSP, I AGREE THAT DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES DEALER PERFORMS OR THE EQUIPMENT IT PROVIDES. MY EXCLUSIVE WARRANTY REMEDY IS SET FORTH IN PARAGRAPHS 9, 10 and 11 ABOVE. SOME STATES MAY NOT ALLOW THE PARTIES TO A CONTRACT TO LIMIT THE LENGTH OF AN IMPLIED WARRANTY. THE LAWS OF THE STATE WHERE THIS CONTRACT WAS SIGNED WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.

**13. ALARM MONITORING AND NOTIFICATION SERVICE.** If I purchase a service that includes response by police, fire department, guard, medical emergency notification or two-way voice monitoring services and such an alarm is received at Dealer's alarm monitoring center, Dealer may, at its sole and absolute discretion, attempt to contact Me and/or anyone on My Emergency Contact List to confirm that the alarm is not false. If Dealer does not contact Me and/or someone on My Emergency Contact List, or if Dealer questions the response it receives upon such contact, then (A) Dealer will attempt to notify the appropriate police or fire department or (B) if guard response service is provided and an alarm requires police response, Dealer will attempt to dispatch a representative to make an investigation of the exterior of the premises from his or her vehicle and, upon evidence of a crime, Dealer will endeavor to notify the appropriate police department. If Dealer provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into My alarm system) and Dealer's alarm monitoring center receives an alarm, then Dealer may attempt to notify My premises and/or the representative I designate. Dealer may use an automated calling device to deliver such notification. If medical emergency notification services are provided, I agree: that the very nature of such services, regardless of any delay, involves uncertainty, risk and possible serious injury, disability or death, for which I will not attempt to hold Dealer responsible or liable; that the equipment furnished for medical emergency notification services is not foolproof and may experience signal transmission failures or delays for any number of reasons; and that the actual time required for medical emergency providers to arrive at My premises and/or to transport any person requiring medical attention is unpredictable with many contributing factors, including telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors both within and outside of Dealer's control. The person(s) identified on My Emergency Contact List are authorized to act on My behalf. Local laws, ordinances or policies may restrict Dealer's ability to provide the alarm monitoring and notification services described in this Contract and/or necessitate modified or additional services with additional charges to Me. Dealer employs a number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at Dealer's alarm monitoring centers to determine when and how to respond, if at all, to certain alarm events. I consent to Dealer's use of these measures and agree that My alarm system has not been designed, programmed or installed pursuant to any law, code or rule that may be applicable to My particular premises, including, but not limited to, any code provisions of the National Fire Protection Association or the International Residential Code. Upon receiving notification that an alarm signal has been received by Dealer, the police department, fire department or other responding authority may forcibly enter My premises. Dealer will never arrest or detain any person for any reason. If My service includes cameras or equipment with audio recording and/or monitoring, I will comply with all federal, state and local laws governing the placement, presence, operation and use of such equipment, including without limitation to privacy, video surveillance, eavesdropping and wiretapping laws and shall fully and conspicuously notify persons in or around the premises or equipment, whether by use of legible signs or other approved communications, that their activities may be recorded. I agree that the equipment installed by Dealer, including any outdoor camera, is not to be used to monitor activity in or near any swimming pool or other body of water and that I alone am responsible for supervising the well being of any person in or near any swimming pools or other bodies of water on the premises. Florida law requires alarm verification before Dealer can contact a law enforcement agency for alarm dispatch. Customers both using the protected premises to store firearms or ammunition and holding a valid federal firearms license as a manufacturer, importer, or dealer of firearms ammunition may opt out of the alarm verification process by contacting Dealer at 800.662.5378. If video or audio verification of alarm events at My premises is included with My services or equipment, I agree and understand that Dealer and First Responders will access and view images, audio and other data captured by the equipment at My premises and endeavor to use these images and other data to provide visual or audio verification of an alarm event. Further, I understand and acknowledge the inherent limitations associated with visual and audio verification, including without limitation, (i) inadequate illumination of viewing area; (ii) physical obstructions in the field of view of the video camera, (iii) inadequate receipt, clarity, placement or quality of the images and (iv) uncertainty regarding the source of the audio content. Dealer does not guarantee that viewing the images or listening to audio captured by the equipment will result in effective verification of events requiring alarm response. I assume full responsibility for: (a) the placement, direction and presence of equipment; (b) transmission, transfer or other use of any images, audio or other data captured by the equipment; (c) the manner of use of the equipment or data captured by the equipment; (d) complying with all applicable laws, rules, regulations and ordinances in connection with the use and operation of the equipment.

**14. FAMILIARIZATION PERIOD.** UNLESS I HAVE REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS CONTRACT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), I AGREE THAT, DURING A SEVEN (7) DAY FAMILIARIZATION PERIOD, OR LONGER PERIOD IF REQUIRED BY APPLICABLE LAW, FOLLOWING COMPLETION OF THE INSTALLATION (AND DURING ANY APPLICABLE EXTENSIONS) DEALER HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL FROM MY PREMISES. I ALSO AGREE THAT DURING SUCH PERIOD DEALER HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, ME OR MY DESIGNATED REPRESENTATIVE, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL DEALER RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY.

**15. FAILURE TO PAY CHARGES OR HONOR CONTRACT.** If I fail to make any payment when due or to honor any other term or condition of this Contract, Dealer may terminate this Contract and/or stop providing the alarm monitoring and notification services and repossess or disable the equipment without notice. I will grant Dealer access to My premises and allow it to reprogram or disable the Equipment. Dealer has no liability if Dealer stops providing the alarm monitoring and notification services and repossesses or disables the equipment. If Dealer terminates this Contract due to My failure to honor any term of this Contract and Dealer incurred costs before payment in full is received for all Installation Charges, Dealer may deduct its costs from any deposit I provided to Dealer, in addition to any other legal remedy available. Dealer is not required to redecorate or repair My premises as a result of repossessing or disabling the Equipment. In addition to these remedies, Dealer does not waive and expressly retains the right to exercise any other legal remedy, including the right to charge Me a late fee at the highest legal rate for each month that a payment is not received and/or interest on the unpaid amount, and the right to report Me to one or more consumer reporting agencies if I become delinquent on My account (more than 90 days without a payment).

**16. SMOKE AND CARBON MONOXIDE DETECTORS.** IF THE ALARM SYSTEM INCLUDES SMOKE AND/OR CARBON MONOXIDE DETECTORS, I AGREE THAT: (A) THE NUMBER AND PLACEMENT OF SUCH DETECTORS MAY NOT FULFILL THE REQUIREMENTS OR RECOMMENDATIONS IN CODES, LAWS OR STANDARDS THAT APPLY IN MY JURISDICTION, INCLUDING THE CODE PROVISIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION AND THE INTERNATIONAL RESIDENTIAL CODE; (B) I HAVE SOLE RESPONSIBILITY FOR COMPLYING WITH ANY AND ALL CODES, LAWS AND STANDARDS THAT MAY APPLY TO THE INSTALLATION, PLACEMENT AND MAINTENANCE OF THE ALARM SYSTEM; AND (C) ANY SMOKE AND/OR CARBON MONOXIDE DETECTORS DESCRIBED IN THIS CONTRACT ARE SUPPLEMENTAL DEVICES ONLY AND ARE NOT INTENDED TO BE PART OF A PRIMARY FIRE ALARM OR CARBON MONOXIDE DETECTION SYSTEM. I UNDERSTAND THAT DEALER'S ELECTRICAL SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS, IF INSTALLED ON MY PREMISES, ARE DESIGNED TO BE CONNECTED TO AN ELECTRICAL POWER SOURCE. THESE DETECTORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND, AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED WHEN: THE ELECTRICITY IS CUT OFF; THE BACKUP BATTERY, IF INCLUDED AS PART OF THE SYSTEM, IS LOW OR DEAD; OR FIRE OR SOME OTHER CAUSE CUTS OFF THE ELECTRICITY BEFORE THE ALARM IS ACTIVATED, SOUNDS AND TRANSMITTED. CONNECTING THESE DETECTORS TO A SEPARATE DEDICATED ELECTRICAL CIRCUIT MAY INCREASE THEIR RELIABILITY, BUT EVEN DEDICATED CIRCUITS CAN FAIL. I UNDERSTAND THAT THESE DETECTORS ALL HAVE LIMITED USEFUL LIVES, AFTER WHICH TIME THEY WILL NOT FUNCTION. IT IS MY SOLE RESPONSIBILITY TO MONITOR AND REPLACE ALL DETECTORS BEFORE OR AT THE END OF THEIR USEFUL LIVES.

**17. BATTERY-POWERED AND WIRELESS DEVICES.** I understand that all battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed under this Contract are not connected to the electrical system of My premises and require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERIES ARE LOW OR DEAD. It is My sole responsibility to maintain and replace these batteries. Dealer recommends that I regularly inspect the sensors for dirt and dust build-up and test the sensors weekly to help maintain continued operation. Dealer also recommends that I carefully read and follow the owner's manual, instructions and warnings for all equipment. I understand that wireless devices, including but not limited to wireless motion detectors, door and window contacts, smoke detectors and other wireless devices installed by ADT will not communicate with the alarm system and THE ALARM SYSTEM WILL NOT FUNCTION IF WIRELESS COMMUNICATION FOR THE DEVICES IS IMPAIRED. THESE WIRELESS DEVICES MAY OR MAY NOT USE ENCRYPTION AND/OR AUTHENTICATION TECHNOLOGY AND ARE VULNERABLE TO INTENTIONAL OR UNINTENTIONAL INTERRUPTION, INTERCEPTION, CORRUPTION AND TAMPERING. It is possible for persons with criminal intent to reduce the effectiveness of My alarm system, including intercepting or hacking the wireless signals of My ADT equipment.

**Terms and Conditions continue on accompanying sheets.**



**18. ALARM SYSTEM COMMUNICATION.** I authorize Dealer to request service from a telephone, wireless or other communication carrier under this Contract (referred to as "Telephone Company") to transmit signals between My alarm system and Dealer's alarm monitoring. The Telephone Company's liability is limited to the same extent as Dealer's liability in Paragraph 5 of this Contract. Dealer will not receive alarm signals when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over My communication mode for any reason. If Dealer determines in its sole discretion that My communication mode is or later becomes non-compatible, or if I change to another communication mode that is not compatible, then Dealer requires that I use an alternate mode of communication acceptable to Dealer as the method to connect the alarm system to Dealer's alarm monitoring. Transmission of fire alarm signals by means other than a traditional telephone line may not be in compliance with applicable fire alarm or other standards or codes, and it is solely My obligation to comply with such standards and codes. If the alarm system has a line-cut feature, it may not always be able to detect if My communication line is cut or interrupted. Dealer recommends that I test the alarm system monthly, even though a successful test of the alarm system does not guarantee that Dealer will receive alarm signals from the system in the future. If My service includes Dealer ADT Interactive Security Solutions and/or automation features, Dealer may directly or through third party service providers, transmit, record, store, provide and receive unencrypted data, images, and e-mails and text messages via the Internet in the course providing those interactive services. I will not be able to utilize those automation functions or receive e-mail or text alerts if My Internet connection is impaired, disrupted or unavailable for any reason. Dealer does not warrant or guarantee the integrity, accuracy, confidentiality or security of any such transmission or from any unauthorized or unexpected use, disclosure, corruption, interception or other improper act.

**19. CANCELLATION. A.** Dealer may, at any time, cancel this Contract at its option if: (1) Dealer's alarm monitoring center is destroyed or damaged so that it is impractical for Dealer to continue Service; (2) Dealer cannot acquire or retain the transmission connections or authorization to transmit signals between My premises and its alarm monitoring center, or the applicable fire or police department or other agency, or between Dealer's alarm monitoring center and the applicable fire or police department or other agency; (3) I fail to follow Dealer's recommendations to repair or replace any defective parts of the alarm system not covered under the Limited Warranty or QSP, if purchased; (4) I fail to follow the operating instructions for the alarm system or monitoring; or (5) Dealer determines in its absolute and sole discretion that it is impractical to continue Service due to the modification or alteration of My premises after installation. If Dealer cancels for any of the reasons stated immediately above, Dealer will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment, for services already rendered, and any other charges due. Additionally, Dealer will not assess contract termination charges, if any, as described in Paragraph 2 above.

**B.** Dealer may cancel this Contract upon written notice to Me if: (1) I fail to pay any monies when due under this Contract, (2) I change to a telephone/communications service not suitable for alarm signal transmission or (3) I fail to comply with any other term or condition of this Contract. Upon receipt of written notice from Dealer, I will have ten (10) days to correct the deficiency. If I do not correct the deficiency in a timely manner, and Dealer does cancel this Contract, Dealer may assess contract termination charges, if any, as described in Paragraph 2 above.

**20. ASSIGNMENT.** I may not assign this Contract without prior written consent from Dealer. Dealer does have the right to assign this Contract or to subcontract any of its obligations under this Contract without My approval and without notice to Me.

**21. DELAYS.** DEALER HAS NO RESPONSIBILITY OR LIABILITY TO ME OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE EQUIPMENT REGARDLESS OF THE REASON. DEALER HAS NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, TERRORISM, ACT OF GOD OR ANY OTHER CAUSE WITHIN OR BEYOND DEALER'S CONTROL. IF THERE ARE SERVICE INTERRUPTIONS, DEALER HAS NO OBLIGATION TO SUPPLY ME WITH SUBSTITUTE SERVICES.

**22. PERSONAL INFORMATION.** I consent to Dealer's use of My personal information and that of third parties provided to Me for the purpose of monitoring, setting up and administering My security services (including credit approval, invoicing, and collecting) and providing information on new services or equipment. I consent to Dealer recording My telephone conversations with Dealer representatives. I have obtained the consent of the third parties whose personal information I provided to Dealer to use such personal information for the administration of My account with Dealer. Dealer may collect, use, disclose and transfer My personal information, and that of third parties provided by Me to Dealer, Dealer's parents, affiliates, subsidiaries, and successor entities, any subcontractor or assignees of this Contract or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

**23. INSPECTION SERVICE.** Where Inspection Service is provided under this Contract, Dealer will perform periodic inspections of the Equipment in the manner and frequency indicated on the front page of this Contract. I authorize Dealer to make any repairs necessitated by damaged or malfunctioning Equipment noted during such an inspection. I further agree to pay Dealer for Service and Equipment charges in connection with those repairs at the then-current rates charged by Dealer unless I purchased QSP under the terms listed in this Contract and such repairs are covered by QSP, in which case the service charges will be as set forth in Paragraph 10 above.

**24. INVESTIGATOR RESPONSE SERVICE.** Where Investigator Response Service is provided under this Contract, Dealer has entered into a separate agreement with an Investigator Response Service to provide investigator response at My option. Neither Dealer nor the Investigator Response Service will be liable for Dealer's or the Investigator Response Service's failure to perform hereunder due to acts of God, fire, strikes, work stoppages, differences with workmen, restrictions imposed by government agencies, war, terrorism, riot or any cause outside of Dealer's or the Investigator Response Service's control as the case may be. Investigator Response Service may be terminated or substituted at any time at Dealer's option.

**25. PRIVACY POLICY.** Dealer will make its privacy policy available to Me. IF ADT ACCEPTS THIS CONTRACT, I UNDERSTAND THAT ADT MAINTAINS A POLICY AT [WWW.ADT.COM/PRIVACY](http://WWW.ADT.COM/PRIVACY) THAT IS APPLICABLE TO THE TERMS, CONDITIONS AND OBLIGATIONS OF THE PARTIES TO THIS CONTRACT.

**26. ENTIRE AGREEMENT CONTRACT.** This Contract constitutes the entire agreement between the parties. I am not relying on Dealer's advice or advertisements. Dealer is not bound by any representation, promise, condition, inducement or warranty, express or implied, that is not included in writing in this Contract. The terms and conditions of this Contract apply as written without alteration or qualification, unless a change is approved in writing by an Dealer's authorized representative. The terms and conditions of this Contract shall control and govern even if there are other documents with inconsistent or additional terms and conditions. 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.

**27. LICENSE INFORMATION.** CA Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, P.O. Box 980550, West Sacramento, California 95798.