

THINK PROTECTION, INC.  
[CONTACT INFORMATION]  
HOME ALARM SYSTEM AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Think Protection, Inc. (“Company”) and \_\_\_\_\_ (“Subscriber”). Subscriber is sometimes referred to herein as “you” or “your” and Company is sometimes referred to herein as “we,” “us” or “our”. Location of Subscriber’s premises (“Premises”) \_\_\_\_\_.

Subject to the terms and conditions hereinafter set forth, Company agrees to sell and provide monitoring services (“Services”) for a residential signaling system (“System”), consisting of the equipment which follows (the “Equipment”): \_\_\_\_\_. Note: You acknowledge and agree that (i) you have voluntarily elected to accept the System based on your personal reasons, e.g., cost, life style, pets, etc., (ii) your local municipality may require that you obtain a license or permit for the installation, use or monitoring of the System and that you are solely responsible for determining and complying with such obligations, (iii) a second telephone line at the Premises may be necessary to use the telephone while the System is communicating with the monitoring facility, and (iv) you shall notify Company of all ordinances or local policies of the police, sheriff, fire, medical, ambulance, guard, patrol and response services, and other governmental, private or volunteer departments and organizations (collectively, “First Responders”) that may affect Company’s performance of services to you. (iii) you acknowledge and agree the alarm system will only function with an active monitoring subscription with Think Protection in good standing.

1. **Charge for System.** You agree to pay Company the sum of \$ \_\_\_\_\_, plus tax, if applicable, for the purchase of the System. You authorize payment through your credit card account indicated below. Select one only:  VISA  Master Card Expiration Date \_\_\_\_\_. Account Number \_\_\_\_\_.
2. **Monthly Charges.** You agree to pay Company the sum of \$ \_\_\_\_\_, plus tax, if applicable, per month for Services prepaid monthly. Monthly charges will either start 14 days from the point of sales or upon activation whichever is sooner. You authorize payment of all monthly charges through your credit card account indicated below. Select one only:  VISA  VISA DEBIT  Master Card Expiration Date \_\_\_\_\_; Account Number: \_\_\_\_\_ (“Credit Card”). Use of the Credit Card is governed by the card issuer agreement. If Company does not receive timely payment from your credit card issuer, you agree to pay all amounts due upon demand.
3. **Returns/Refunds/Exchanges.** Returns – to be eligible for a return you must send back the item(s) within 30 days of the point of Sale. Your item(s) must be in the same condition that you received it. You are responsible for paying your own shipping costs for returning your item(s). All shipping and monitoring charges are non-refundable. Refunds – Once we receive your item(s) we will inspect it making sure the item(s) is in the original condition that it was sent. After inspection we will issue the return within 5-10 business days. If the item(s) is not in the original condition the refund will not be issued. If the customer wishes to have the item(s) returned Think Protection will do so. If you have received free shipping on your purchased you will incur a restocking fee for your return of \$24.99 + applicable taxes. Exchanges – non-working equipment must be sent back to Think Protection within 30 days from the date the customer issued the complaint. If your item(s) are not returned you will be charged the full amount for failure to return.
4. **Extended Warranty Plan** - For customers that choose to add this service it will cost \$4.99/month and will be added to your monthly monitoring services. Taxes are extra based on location of account. Extended Warranty Plan covers the cost of replacing existing equipment if there is a technical issue. The warranty does not include the cost of replacement batteries for any piece of equipment, cameras, z-wave devices and all personal emergency response units (Mobile PERS/Think Alert Home). The Extended Warranty Plan also includes free shipping on all new equipment customer adds to their package once the plan is added to the monthly monitoring. If the customer cancels Extended Warranty Plan within 12 months of signing, the customer is responsible for the difference in cost between the replacement items and the amount paid during the 12-month period. All equipment being replaced must be sent back to Think Protection within

30 days, failure to do so with result in a full charge for the replaced equipment that was sent out. Extended Warranty Plan does not include replacing equipment broken due to customer negligence.

5. **Installations.** In the event of an installer provided by Think Protection, or an independent 3<sup>rd</sup> party installer, Think Protection assumes no responsibility for any damages that may have occurred during the installation. The customer assumes all risk and absolves Think Protection of having to compensate the customer for any damages that may have occurred during the installation or afterwards.
6. **Term and Renewal.** The initial term of this Agreement shall begin on the date of this Agreement and shall end one (1) month after the first date Services are provided or fourteen (14) days after the date of this Agreement, whichever is sooner. This Agreement shall automatically renew under the same terms and conditions for successive periods of one (1) month unless either party gives to the other at least one (1) month's written notice of intention to terminate this Agreement upon any expiration date. The time period in this paragraph must be strictly complied with.
7. **DISCLAIMER/LIMITATION OF LIABILITY.**  
SUBSCRIBER UNDERSTANDS AND AGREES: THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT YOU CURRENTLY HAVE AND SHALL ALWAYS MAINTAIN INSURANCE COVERING YOU, YOUR FAMILY AND OTHERS WHO MAY BE ON THE PREMISES FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY VOICE, VIDEO OR DATA OR OPERATE ANY MONITORING FACILITY. THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER THEORY OF LIABILITY, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, AS A MATTER OF RIGHT, PROSPECTIVELY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER. IN THE EVENT THE CUSTOMER CALLS THE THINK PROTECTION MONITORING CENTER IN REFERENCE TO A RECENT ALARM EVENT, DISPATCH MAY BE PROCESSED BASED ON YOUR REQUEST. REGARDLESS OF IF YOU HAVE PRIVATE GUARD SERVICE, IF POLICE DISPATCH IS REQUESTED THEN THE POLICE WILL BE DISPATCHED. THIS MEANS THAT THE CUSTOMER MAY BE CHARGED FALSE ALARM FEES IF THE ALARM EVENT IS A FALSE ALARM. TO AVOID THIS SITUATION, THE CUSTOMER SHOULD BE ASKING FOR PRIVATE GUARD DISPATCH OR REQUESTING THE MONITORING CENTER TO DISPATCH BASED ON YOUR FILE. THINK PROTECTION IS NOT RESPONSIBLE FOR ANY CHARGES INCURRED IN REGARDS TO POLICE FALSE ALARM FEES IN THE AFOREMENTIONED SITUATION.
8. **Increase in Charges.** Company shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement by an amount equal to the percentage increase in the Consumer Price Index for the USA (all goods and services) from the

- date of this Agreement or the date of the last increase in periodic charges, whichever is later, upon giving you written notice thirty (30) days in advance of the effective date of such change.
9. **Transmission of Data, Video or Voice.** You acknowledge and agree that the System is a non-supervised reporting device. If the transmission medium for delivery of data (“Signals”), video images or voice or other audio communications from your System to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages, internet or broadband problems and internet or broadband provider problems, there is no indication of this fact at the monitoring facility. Further, you understand that (i) a video system enables Company to record, store and review images of your Premises and the area outside your Premises, (ii) video with audio capability enables Company to record, store and review oral communications from in and outside of the Premises, and (iii) a two-way voice system enables Company to “listen-in” to your Premises and to record, store and review such oral communications. You authorize and consent to Company viewing your Premises and the area outside of your Premises and “listening-in” to your Premises and release Company and Representatives for all claims, losses, damages, costs and expenses due to Company viewing your Premises and the area outside of your Premises and listening-in to your Premises.
  10. **Release of Insured Losses.** You hereby release Company and Representatives for all losses, damages and expenses (i) covered by your insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by your insurance, and (iv) due to under insurance.
  11. **Waiver of Subrogation.** You hereby waive any rights your insurance company may have to be reimbursed by Company or Representatives for money paid to you or on your behalf.
  12. **INDEMNIFICATION.** TO THE EXTENT NOT PROHIBITED BY LAW, IF ANYONE OTHER THAN YOU, INCLUDING, WITHOUT LIMITATION, YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR (VII) A CLAIM UNDER ANY OTHER LEGAL THEORY, YOU AGREE TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.
  13. **Compatibility of Digital Alarm Communicator Transmitter (“Panel”).** Subscriber understands and agrees that the Panel may be proprietary to Company and that it may not be compatible with digital alarm communicator receiving equipment at other monitoring facility companies.
  14. **Suspension of Service.** Should you default hereunder, or upon termination of Services for any reason, or the System excessively sends video images or Signals to Company’s monitoring facility as a result of any cause other than Company’s sole negligence, you unconditionally and irrevocably authorize Company to, without limitation, concurrently or consecutively, do any one or more of the following: suspend Services, ignore all video images and Signals received from the System; terminate this Agreement.
  15. **Subscriber’s Duties and Responsibilities.** Notwithstanding anything to the contrary contained in this Agreement, any pass-through cost increases shall be borne by you and you shall pay Company for all such costs incurred by Company. It is your sole responsibility to (i) confirm that your communications equipment, technology and services are compatible with the System, especially when there are changes to, repair to or replacement of the System or the communications equipment, technology or services, e.g., call waiting, answering machines, DSL, BPL or VOIP service, broadband service, etc., (ii) to test the System periodically, at least monthly and whenever

changes are made to the communication path for the Signals, video, voice or other audio transmitted from or by the System to the monitoring facility, and (iii) arrange for annual inspections and tests of any fire detection equipment or system in or on the Premises (a "Fire System").

16. **False Alarms.** In the event the System is activated for any reason whatsoever, you shall (i) pay, without any right to be reimbursed by Company, or (ii) reimburse Company for any fines, fees, costs, expenses and penalties assessed against you or Company by any court or governmental agency. You authorize payment through your Credit Card for all fines, fees, costs, expenses and penalties assessed against Company arising out of or from, as a result of, related to or as a consequence of the activation of the System.
17. **Default of Subscriber.** In the event of any default by Subscriber, without limiting the rights of Company under this Agreement or at law or equity, Company shall be entitled to retain all prepayments received and Company shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Company is the substantially prevailing party by judgment, award, finding or settlement, Subscriber shall pay directly or reimburse Company for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.
18. **Binding Agreement.** This Agreement becomes binding upon you and Company upon your acceptance or agreement or acknowledgment of this Agreement electronically. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties.
19. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the State of New Jersey.
20. **Assignability of Agreement.** This Agreement is not assignable by you except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion. FOR FLORIDA CUSTOMERS ONLY – THIS CONTRACT IS FOR FUTURE CONSUMER SERVICES AND PUTS ALL ASSIGNEES ON NOTICE OF THE CONSUMER'S RIGHT TO CANCEL UNDER CHAPTER 2-18, FLORIDA ADMINISTRATIVE CODE.
21. **Finance and Late Charges.** A finance charge of one and one-half (1-1/2%) percent per month (eighteen (18%) percent per year) (or the highest permissible interest rate) will apply to all obligations not paid pursuant to the terms contained herein. You shall also pay to Company an administrative fee (late charge) of 5% of any payment due hereunder received by Company after the date on which such payment is due as agreed upon damages and not as a penalty. You authorize payment through your Credit Card for all finance charges and administrative fees resulting from payments received after the date the payment is due.
22. **No Waiver of Breach.** If Company shall waive any breach of this Agreement by you, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.
23. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") communicating electronically with First Responders or calling by telephone the telephone numbers supplied by Subscriber in writing for First Responders and persons identified by you as your emergency contacts (the "Call List") within a reasonable period of time under the circumstances at the monitoring facility and the priority of the Signals which are identified in writing ("Listed Codes") or video images which, in the Operator's sole and absolute discretion, clearly and conspicuously reveal the necessity for monitoring services appear on the Operator's computer screen at the monitoring facility or when voice communication requesting assistance is received by an Operator from you or from the Premises (collectively, "Monitoring Services"). No monitoring service shall be rendered for voice communication which does not request assistance or for video images which do not clearly and conspicuously reveal the necessity for monitoring service. In the event a Signal is received at the monitoring facility which is not a Listed Code, you agree that Company's sole duty and obligation is for Company to log the Signal (the "Unlisted Code Policy").

If the Premises is located in a jurisdiction requiring a personal verified on-site response ("Verified Response") prior to dispatching a First Responder, it is your sole responsibility to engage a service

to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by you only. You understand and agree that First Responders may not be dispatched or respond to your Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by Company unless there is independent confirmation of a burglary or fire at your Premises, e.g., an on-site witness' report that a point of entry exists or a fire exists.

Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video images and prior to communicating electronically or by telephone to First Responders or the Call List, Company may, in its sole and absolute discretion and without any liability, attempt to telephone the Premises or attempt to contact you through telephone, electronic mail, text message or other similar means of communication at numbers or addresses provided by you in writing, as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code or video images to First Responders or the Call List, and (b) upon the receipt of an abort code or oral or electronic advice to disregard the receipt of a Listed Code or video images from you or any of your personal contacts on the Call List, all of whom have your authority and consent to direct Company to disregard receipt of a Listed Code, Company may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or the Call List or advise anyone previously notified of a Listed Code or video images of receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images. Company's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications.

You acknowledge and agree that (i) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of Company and you have no rights whatsoever in any of the IP Property, and (ii) Company shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively, "Destruction") the IP Property at any time without notice to you; provided, that upon your written request to retain any specific IP Property being received by Company prior to the Destruction of the IP Property, Company shall use commercially reasonable efforts to store the specific IP Property as requested by you on the condition precedent that you pay all fees, costs and expenses related to your request.

24. **Repair Services.**

(a) Repair service consists solely of providing replacement Equipment upon receipt of Equipment which is not operating properly ("Repair Service"). All Repair Service shall be paid by Subscriber at Company's then prevailing charges. You authorize payment of all Repair Services charges through your Credit Card.

(b) You agree that all Repair Service shall be performed by Company only, but Company's duty is subject to the availability of the original Equipment from the original manufacturer, and to the terms of this Agreement.

25. **Suspension of Service.** You agree that Company's obligations hereunder are waived automatically without notice and you release Company for all loss, damage and expense in the event of (i) a default or breach of this Agreement by you, (ii) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever, or (iii) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to riots, strikes, lockouts, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, governmental orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of Company ("Force Majeure"), for the duration of such interruption of service, and you shall be entitled to reimbursement of the unearned charge paid for the period of interruption on your request and this shall be the limit of Company's liability. During any interruption of Services for any reason including, without limitation, Force Majeure, the Company has no duty, obligation or liability to supply you with alternative or substitute services.

26. **Contractual Limitation of Actions.** All claims, actions or proceedings by or against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued or said claim, action or proceeding is barred. The time period in this paragraph must be strictly complied with.
27. **Integrated Agreement.** This instrument contains the entire agreement between the parties hereto with respect to the transactions described herein and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, Company shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Subscriber. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.
28. **Blue Pencil.** If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible.
29. **Additional Equipment or Service.** If, at any time after the date hereof, you request or authorize additional equipment or services, all sales and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales and services.
30. **Right to Subcontract.** Company may, in its sole and absolute discretion, subcontract for the provision of services under this Agreement. You acknowledge and agree that the provisions of this Agreement inure to the benefit of and are applicable to any service providers or subcontractors engaged by Company to perform or provide any service set forth herein to you, and bind you to said service providers and subcontractors with the same force and effect as they bind you to Company. Any service provider or subcontractor and Company are each independent contractors (not partners or joint ventures).
31. **Consent to Intercept, Record, Disclose And Use Contents of Communications.** You, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees (individually and collectively, "Any Person"), hereby consent to Company, in the ordinary course of its business, recording, reviewing, copying and using the contents of all telephone, video, oral, electronic, internet, broadband and other forms of transmission or communication to which you and/or Any Person and Company are parties.
32. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.
33. **Company as Agent.** You hereby appoint Company as your exclusive agent for the term of this Agreement with the authority to act on your behalf for all purposes under this Agreement including, without limitation, communicating with any monitoring facility related to your System and Services.
34. **Internet Services.** Company hereby grants you a non-exclusive, non-transferable license to use the Company's portal via the internet to access, input, delete and modify Information through the internet. Except for your (a) failure to keep confidential all Information, passwords, etc., (b) use of the license or the Information in any manner that negatively affects Company, (c) use of the license or the Information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. You shall be solely and absolutely responsible for the Information which it inputs, deletes or modifies. You agree that

- upon termination of this Agreement or termination or suspension of the license by Company, Company may immediately, and without notice, disable your access to the portal via the internet and cancel all passwords or other access codes.
35. **Video Systems.** If the System transmits video images, you shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) inform all persons on the Premises that they may be monitored by video; (iii) not use or permit the use of video installed where any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images and audio from any video system; (v) use the video system for security surveillance and/or management services only; (vi) not use the video system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video system. You understand and agree that (i) a video system enables Company to record, store and review images of the interior of the Premises and the area outside of the Premises, and (ii) video with audio capability enables Company to record, store and review oral communications from in and outside of the Premises. You hereby agree, authorize and consent to Company recording, storing and reviewing video images and oral communications transmitted from the video system at the Premises.
  36. **Email Notice.** In the event you elect to receive automatic email notice of certain System events, e.g., the arming or disarming of the System, you acknowledge, understand and agree that (I) any such notice is conditioned on (a) receipt of the data at Company's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by Company's equipment or software, and (II) Company is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including Company's or Representative's sole, joint or several negligence of any kind or degree.
  37. **Right to Notice and Cure.** In the event of any default or breach of this Agreement by Company, you agree to (i) provide written notice to Company specifically identifying the nature of the default or breach, and (ii) permit Company to cure the default and breach within five (5) business days after receipt of the written notice or, if the default or breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said default and breach as provided herein, you agree that there shall be deemed to be no such default and breach.
  38. **Waiver of Jury Trial.** TO THE EXTENT NOT PROHIBITED BY LAW, COMPANY AND YOU BOTH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY CLAIM, ACTION OR PROCEEDING ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, OR AS A RESULT OF THIS AGREEMENT OR THE SERVICES.
  39. **Consent to Call Subscriber and Call List.** You, for yourself and as the authorized agent of each person on your Call List from time-to-time, consent to Company (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies us that he/she opts out of this clause (iii)).
  40. **Electronic Signatures.** Each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Company's web-based portal for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.
  41. **Statutory Notices.** [Note to Company. Include in this section all notices required by law, e.g., license numbers, legally required notices to subscribers, etc.]

**NOTICES TO SUBSCRIBER.** YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. READ

THIS AGREEMENT BEFORE YOU ACCEPT OR ACKNOWLEDGE OR AGREE TO THIS AGREEMENT ELECTRONICALLY.

**NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**FLORIDA SUBSCRIBERS ONLY. CONSUMER'S RIGHT OF CANCELLATION.**

YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION WITHIN 3 BUSINESS DAYS FROM THE ABOVE DATE, AND RECEIVE A FULL REFUND OF ALL PAYMENTS MADE TO THE SELLER.

YOU MAY ALSO CANCEL THIS CONTRACT IF UPON A DOCTOR'S ORDER YOU CANNOT PHYSICALLY RECEIVE THE SERVICES, OR YOU MAY CANCEL THE CONTRACT IF THE SERVICES CEASE TO BE OFFERED AS STATED IN THE CONTRACT. IF YOU CANCEL THE CONTRACT FOR EITHER OF THESE REASONS, THE SELLER, THINK PROTECTION, INC., MAY KEEP ONLY A PORTION OF THE CONTRACT PRICE EQUAL TO A PRO RATA PORTION OF THE TOTAL PRICE REPRESENTING THE PROPORTION OF SERVICES YOU USED OR COMPLETED, PLUS THE COST TO THE SELLER OF ANY RELATED GOODS WHICH YOU HAVE CONSUMED OR RETAINED.

THIS CONTRACT OR NOTE IS FOR FUTURE CONSUMER SERVICES AND PUTS ALL ASSIGNEES ON NOTICE OF THE CONSUMER'S RIGHT TO CANCEL UNDER CHAPTER 2-18, FLORIDA ADMINISTRATIVE CODE.

**ALL NON-FLORIDA SUBSCRIBERS. RIGHT TO CANCEL.** YOU, THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have executed this Agreement on the date first above written.