



**5. RELEASE OF INSURED LOSSES AND WAIVER OF SUBROGATION.** YOU HEREBY WAIVE ANY RIGHTS, INCLUDING ANY RIGHTS OF SUBROGATION, YOUR INSURANCE COMPANY MAY HAVE TO BE REIMBURSED BY COMPANY OR REPRESENTATIVES FOR MONEY PAID TO YOU OR ON YOUR BEHALF. YOU HEREBY RELEASE COMPANY AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES WHICH ARE INSURED.

**6. INDEMNIFICATION. SUBSCRIBER AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) COMPANY AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, DAMAGES, JUDGMENTS, LOSSES, INTEREST AND PENALTIES, SETTLEMENTS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, ECONOMIC LOSSES, PROPERTY DAMAGE, STATUTORY CIVIL DAMAGES, OR DAMAGES DUE TO PERSONAL INJURY OR DEATH) ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES BY ANY PERSON NOT A PARTY TO THIS AGREEMENT, INCLUDING YOUR INSURANCE COMPANY AND EMPLOYEES (NOTWITHSTANDING ANY WORKERS COMPENSATION LAW OR SIMILAR LAW LIMITING AN EMPLOYER'S LIABILITY ARISING OUT OF OR FROM PERSONAL INJURY OR DEATH OF AN EMPLOYEE, WHICH ARE HEREBY WAIVED BY YOU), ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, 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 OR ANY MONITORING FACILITY, (IV) RECORDING OF COMMUNICATIONS, AUDIO OR VIDEO, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION, PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW) OR (VII) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION. COMPANY AND REPRESENTATIVES SHALL HAVE THE RIGHT, BUT NOT OBLIGATION, TO DESIGNATE ITS OR THEIR ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY SUCH CLAIM.**

**7. SUSPENSION OF SERVICE.** SHOULD DEALER BREACH ITS AGREEMENT WITH COMPANY, OR UPON TERMINATION OR SUSPENSION OF SERVICES FOR ANY REASON UNDER COMPANY'S AGREEMENT WITH DEALER, OR IF YOU OR THE SYSTEM EXCESSIVELY COMMUNICATES WITH COMPANY, YOU UNCONDITIONALLY AND IRREVOCABLY AUTHORIZE COMPANY TO, WITHOUT LIMITATION, IGNORE ALL COMMUNICATIONS RECEIVED FROM YOU OR THE SYSTEM, OR RENDER THE SYSTEM INCAPABLE OF COMMUNICATING WITH COMPANY, AND COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE TO YOU.

YOU AGREE THAT COMPANY'S OBLIGATIONS AND DUTIES HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE TO YOU AND YOU HEREBY RELEASE COMPANY FROM AND FOR ALL LOSS, DAMAGE, COST AND EXPENSE IN THE EVENT ANY OF THE MONITORING FACILITIES, EQUIPMENT, OR OTHER RESOURCES (INCLUDING, WITHOUT LIMITATION, THE TELEPHONE NETWORK, GLOBAL POSITIONING SYSTEM SIGNALS OR EQUIPMENT, CELLULAR NETWORK, SATELLITES, THE INTERNET, THIRD PARTY COMMUNICATION SERVICES OR INTERNET SERVICE PROVIDER) NECESSARY TO OPERATE THE SYSTEM, TRANSMIT COMMUNICATIONS BETWEEN THE SYSTEM AND A COMPANY MONITORING FACILITY, OR PROVIDE THE SERVICE ARE INTERRUPTED, CIRCUMVENTED, COMPROMISED, DESTROYED, DAMAGED, INOPERABLE OR MALFUNCTION (COLLECTIVELY, AN "INTERRUPTION") FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, COMPANY'S NEGLIGENCE, FOR THE DURATION OF SUCH INTERRUPTION OF SERVICE.

**8. SYSTEMS WITH VIDEO CAPABILITY.** IF THE SYSTEM TRANSMITS VIDEO IMAGES, SUBSCRIBER SHALL (I) INFORM ALL PERSONS ON OR ABOUT THE PREMISES OR WITHIN RANGE OF THE SYSTEM THAT THEY ARE BEING MONITORED BY VIDEO CAMERAS; (II) NOT INSTALL, USE OR PERMIT THE USE OF VIDEO CAMERAS WHERE ANY PERSON MAY HAVE A REASONABLE EXPECTATION OF PRIVACY; (III) USE THE VIDEO SYSTEM FOR SECURITY SURVEILLANCE AND MANAGEMENT SERVICES ONLY; (IV) NOT USE THE VIDEO SYSTEM FOR ANY CRIMINAL, ILLEGAL, OR OTHERWISE UNLAWFUL ACTIVITY; AND (V) OBTAIN AND KEEP IN EFFECT ALL PERMITS OR LICENSES REQUIRED FOR THE INSTALLATION AND OPERATION OF THE VIDEO SYSTEM.

**9. YOUR INTERACTIONS WITH COMPANY.** WE WILL USE COMMERCIAL REASONABLE EFFORTS TO ACCOMMODATE YOU IF ENGLISH IS NOT YOUR FIRST LANGUAGE AND YOU REQUEST TRANSLATION SERVICES, BUT WE DO NOT GUARANTEE THE AVAILABILITY OR COMPETENCE OF ANY TRANSLATOR.

WE MAY RECORD AND MONITOR CONVERSATIONS AND OTHER COMMUNICATIONS BETWEEN COMPANY AND YOU, YOUR AGENTS, EMPLOYEES OR REPRESENTATIVES, PERSONS ON YOUR CALL LIST, OR OTHER THIRD PARTIES ON YOUR PREMISES, AT THE LOCATION, OR USING THE SYSTEM. YOU AUTHORIZE AND CONSENT TO SUCH RECORDING AND MONITORING FOR YOURSELF AND AS THE AUTHORIZED AGENT OF YOUR AGENTS, EMPLOYEES, REPRESENTATIVES, PERSONS ON YOUR CALL LIST AND OTHER THIRD PARTIES ON YOUR PREMISES, AT THE LOCATION, OR USING THE SYSTEM. YOU AUTHORIZE AND CONSENT TO COMPANY'S EMPLOYEES OR OTHER REPRESENTATIVES CONTINUING TO PARTICIPATE IN ANY MULTI-PARTY COMMUNICATION IF THEY CONFERENCE IN A THIRD PARTY IN CONNECTION WITH THE SERVICES. YOU AGREE THAT COMPANY IS NOT REQUIRED TO RELEASE ANY RECORDED CONVERSATIONS OR COMMUNICATIONS OR PHYSICAL, ELECTRONIC OR OTHER MEDIA, DATA, IMAGES, INFORMATION OR RECORDS THAT ARE CREATED BY OR ON BEHALF OF COMPANY UNLESS REQUIRED BY LAW.

**10. CONSENT TO CALL YOU AND YOUR CALL LIST. YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF EACH PERSON DESIGNATED ON YOUR CALL LIST FROM TIME-TO-TIME, CONSENT TO COMPANY AND REPRESENTATIVES AS PART OF OFFERING THE SERVICE (I) CALLING AND/OR TEXTING THE PHONE NUMBERS SUPPLIED BY YOU WHICH MAY BE EACH SUCH PERSON'S HARD-WIRED TELEPHONE NUMBER, CELL PHONE OR OTHER MOBILE DEVICE TELEPHONE NUMBER(S), (II) USING AN AUTOMATIC TELEPHONE DIALING SYSTEM; AND (III) USING PRERECORDED CALLS (UNLESS SUCH PERSON NOTIFIES THE COMPANY THAT HE/SHE OPTS OUT OF THIS CLAUSE III). YOU REPRESENT AND WARRANT THAT YOU HAVE OBTAINED AND WILL MAINTAIN THE EXPRESS WRITTEN CONSENT FROM EACH PERSON ON THE CALL LIST FROM TIME-TO-TIME CONFIRMING THAT YOU ARE EACH SUCH PERSON'S AUTHORIZED AGENT WITH RESPECT TO THE ABOVE.**

**11. APPLICABLE LAW; VENUE.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO SUCH STATE'S CONFLICT OF LAW PRINCIPLES. ANY CLAIM, ACTION OR PROCEEDING THAT ARISES OUT OF OR RELATES OR PERTAINS TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (A "SUIT") SHALL BE BROUGHT ONLY IN THE STATE COURTS OF THE STATE OF NEW JERSEY LOCATED IN UNION COUNTY, NJ, AND YOU AND COMPANY EACH UNCONDITIONALLY AND IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THESE COURTS AND TO THE WAIVER OF ANY RIGHT TO REMOVE THE SUIT TO ANY FEDERAL COURT.

**12. SERVICE OF PROCESS.** YOU AND COMPANY EACH AUTHORIZE AND CONSENT TO SERVICE OF PROCESS BY U.S. MAIL, CERTIFIED, RETURN RECEIPT REQUESTED, OR NATIONAL OVERNIGHT COURIER SERVICE (WITH CONFIRMATION OF RECEIPT) AT COMPANY AT 2 STAHUBER AVE., UNION, NJ 07083 AND AT YOUR ADDRESS SET FORTH ON THIS AGREEMENT OR ON FILE WITH COMPANY.

**13. WAIVER OF TRIAL BY JURY. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AND COMPANY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY.**

**14. CONTRACTUAL LIMITATION OF ACTIONS.** ALL SUITS AGAINST COMPANY OR REPRESENTATIVES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, WITHOUT JUDICIAL EXTENSION OF TIME, OR SUCH SUIT IS BARRED. THE TIME PERIOD IN THIS PARAGRAPH MUST BE STRICTLY COMPLIED WITH.

**15. ASSIGNABILITY OF AGREEMENT.** THIS AGREEMENT IS NOT ASSIGNABLE BY YOU. THIS AGREEMENT OR ANY PORTION THEREOF IS ASSIGNABLE BY COMPANY AND, UPON ASSIGNMENT, COMPANY SHALL HAVE NO FURTHER DUTY, OBLIGATION, RESPONSIBILITY OR LIABILITY TO YOU.

**16. INTEGRATED AGREEMENT.** THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND COMPANY. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. YOU AND COMPANY EACH REPRESENT THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THE AGREEMENT. THIS AGREEMENT IS BINDING ON YOUR HEIRS, EXECUTORS AND ADMINISTRATORS.

**17. VALID AGREEMENT.** SHOULD ANY PROVISION HEREOF (OR PORTION THEREOF), OR ITS APPLICATION TO ANY CIRCUMSTANCES, BE HELD ILLEGAL, INVALID OR UNENFORCEABLE TO ANY EXTENT, SUCH PROVISION OR PART SHALL BE CONSTRUED SO THAT IT WOULD BE VALID, LEGAL AND ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, AND THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THE PROVISION AND THIS AGREEMENT, OR OF SUCH PROVISIONS AS APPLIED TO ANY OTHER CIRCUMSTANCES, SHALL NOT BE AFFECTED THEREBY, AND SHALL REMAIN IN FULL FORCE AND EFFECT AS VALID, BINDING AND CONTINUING. FAXED OR OTHER ELECTRONICALLY GENERATED SIGNATURES ARE BINDING ON THE PARTIES AND SHALL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES AND GIVEN THE SAME LEGAL FORCE AND EFFECT AS AN ORIGINAL WRITTEN AGREEMENT AND ORIGINAL INK SIGNATURES INCLUDING, WITHOUT LIMITATION, LITIGATION AND ARBITRATION.

**18. TERMINATION.** COMPANY MAY SUSPEND SERVICES OR TERMINATE THIS AGREEMENT AT ANY TIME UPON SENDING WRITTEN OR ELECTRONIC NOTICE TO YOU FIVE (5) DAYS BEFORE THE SUSPENSION OR TERMINATION DATE.

**19. INTENDED THIRD PARTY BENEFICIARIES.** THE SERVICES MAY BE PROVIDED TO YOU DIRECTLY BY COMPANY OR THROUGH ANY AFFILIATE OF COMPANY, AND/OR BY ANY THIRD PARTY ACTING ON BEHALF OF COMPANY. FOR PURPOSES OF THIS AGREEMENT, AN "AFFILIATE" MEANS ANY ENTITY THAT CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH COMPANY. YOU AGREE THAT THE PROVISIONS OF THIS AGREEMENT INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUCH AFFILIATE OR THIRD PARTY ACTING ON BEHALF OF COMPANY, AND BIND YOU TO SUCH AFFILIATE OR THIRD PARTY WITH THE SAME FORCE AND EFFECT AS THEY BIND YOU TO COMPANY.

**20. SUBSCRIBER OBLIGATIONS.** IF THE BUSINESS RELATIONSHIP BETWEEN YOU AND DEALER TERMINATES, OR IF YOU SELL OR NO LONGER OCCUPY THE ENTIRE PREMISES, YOU SHALL IMMEDIATELY (I) NOTIFY COMPANY IN WRITING, AND (II) DISABLE THE SYSTEM IN ORDER THAT IT DOES NOT COMMUNICATE WITH COMPANY.

**21. AGREEMENT HEADINGS.** THE HEADINGS OF THE PARAGRAPHS IN THIS AGREEMENT ARE INCLUDED FOR CONVENIENCE ONLY AND SHALL IN NO WAY AFFECT THE INTERPRETATION OF THIS AGREEMENT.

**22. COMPANY AS SUBCONTRACTOR.** YOU UNDERSTAND AND AGREE THAT (I) THE RELATIONSHIP BETWEEN COMPANY AND DEALER IS ONE OF INDEPENDENT CONTRACTORS WHERE COMPANY IS A SUBCONTRACTOR OF DEALER AND NOT A PARTNER OR JOINT VENTURER WITH DEALER, AND (II) COMPANY SHALL NOT BE LIABLE TO YOU, DIRECTLY OR INDIRECTLY, FOR ANY LIABILITY OF DEALER TO YOU.

**23. RIGHT TO NOTICE AND CURE.** IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY COMPANY, SUBSCRIBER AGREES TO PROVIDE WRITTEN NOTICE TO COMPANY SPECIFICALLY IDENTIFYING THE NATURE OF THE BREACH AND THE PROVISIONS OF THIS AGREEMENT AFFECTED THEREBY, AND TO PERMIT COMPANY TO CURE THE BREACH WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THE WRITTEN NOTICE OR, IF THE BREACH CANNOT BE REASONABLY CURED WITHIN SAID PERIOD, TO PROMPTLY COMMENCE TO CURE AND DILIGENTLY PROCEED UNTIL CURED. IF COMPANY CURES ANY SAID BREACH AS PROVIDED HEREIN, THIS AGREEMENT SHALL CONTINUE UNABATED AND COMPANY SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR FROM, RESULTING FROM, RELATED TO, IN CONNECTION WITH OR AS A CONSEQUENCE OF ANY SAID BREACH.

**24. DEALER AS AGENT; REVOCATION; RATIFICATION; RETROACTIVE DATE.** YOU HEREBY APPOINT DEALER AS YOUR AGENT TO GIVE DIRECTION TO COMPANY AS IF DONE BY YOU IN YOUR OWN RIGHT CONCERNING ANY AND ALL MATTERS ARISING OUT OF OR FROM, IN CONNECTION WITH OR RELATED TO THE PERFORMANCE OF SERVICES. THE AUTHORITY GRANTED TO DEALER UNDER THIS SECTION SHALL CONTINUE TO BE BINDING UPON YOU UNTIL REVOCATION IN WRITING, SIGNED BY YOU, SHALL HAVE BEEN ACTUALLY RECEIVED BY COMPANY; AND NO SUCH NOTICE SHALL AFFECT ANYTHING DONE BY COMPANY IN RELIANCE HEREOF OR PURSUANT HERETO PRIOR TO ACTUAL RECEIPT OF SAID WRITTEN AND SIGNED NOTICE OF REVOCATION. YOU HEREBY RATIFY AND CONFIRM ALL PRIOR AND CONTEMPORANEOUS ACTS OF DEALER IN ACCORDANCE WITH THIS SECTION WHICH YOU ACKNOWLEDGE AND AGREE SHALL BE AND IS DEEMED TO BE RETROACTIVE TO THE INITIAL DATE COMPANY PERFORMED ANY SERVICES FOR YOU OR ON YOUR BEHALF AS A SUBCONTRACTOR OF DEALER.

**25. SUBSCRIBER ACKNOWLEDGMENTS. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE AS FOLLOWS:**

(I) THE SYSTEM, ONCE INSTALLED BY DEALER OR DELIVERED TO YOU (AS APPLICABLE), IS IN YOUR EXCLUSIVE POSSESSION AND CONTROL. COMPANY ONLY PROVIDES THE SERVICE. YOU MUST TEST THE SYSTEM AT LEAST MONTHLY. YOU MUST ALSO TEST THE SYSTEM WHENEVER (A) RENOVATIONS ARE MADE TO YOUR PREMISES, (B) THE ELECTRICAL SERVICE AT YOUR PREMISES IS REPAIRED OR OTHERWISE SERVICED, (C) DEALER SENDS YOU ADDITIONAL OR REPLACEMENT EQUIPMENT FOR YOUR SYSTEM, OR (D) A CHANGE IS MADE BY YOU OR DEALER TO THE SERVICE.

(II) IF YOUR SYSTEM COMMUNICATES WITH COMPANY OVER THE INTERNET OR A TELEPHONE LINE, YOU MUST TEST THE SYSTEM WHENEVER CHANGES ARE MADE TO THOSE SERVICES AT YOUR PREMISES.

(III) CERTAIN SYSTEMS USE RADIO FREQUENCY WAVES TO COMMUNICATE BETWEEN DEVICES. CERTAIN OBJECTS IN THE PREMISES AND RADIO FREQUENCY WAVES FROM OTHER SOURCES MAY CAUSE INTERFERENCE RESULTING IN MALFUNCTIONS OF THE SYSTEM.

(IV) THE SYSTEM IS NOT INFALLIBLE AND THE TRANSMISSION AND RECEIPT OF COMMUNICATIONS FROM THE SYSTEM MAY BE INTERRUPTED OR OTHERWISE COMPROMISED.

(V) OUR PERSONNEL ARE NOT QUALIFIED MEDICAL PERSONNEL.

(VI) IF YOUR SYSTEM NEEDS TO BE PLUGGED INTO AN ELECTRICAL OUTLET, YOU MUST USE AN OUTLET WITH STANDARD 110 VOLT ELECTRICAL POWER WHICH MUST ALWAYS BE ON. THE OUTLET MUST NOT BE CONTROLLED BY A SWITCH, TIMER OR ANY OTHER METHOD.

(VII) DEPENDING ON WHICH SYSTEM YOU ARRANGED FOR, THE SYSTEM AND THE SERVICES MAY RELY ON THE AVAILABILITY OF YOUR HOME TELEPHONE SERVICE PROVIDER, CELLULAR NETWORK COVERAGE, AND THE AVAILABILITY OF GLOBAL POSITIONING SYSTEM ("GPS") LOCATION DATA TO OPERATE PROPERLY. THESE SYSTEMS AND SERVICES ARE PROVIDED BY THIRD PARTIES AND ARE NOT CONTROLLED BY DEALER OR COMPANY. THERE IS ALWAYS A CHANCE THAT THE SYSTEM MAY FAIL TO OPERATE PROPERLY.

(VIII) YOU MAY NOT ALTER, MODIFY OR ATTEMPT REPAIRS ON THE SYSTEM, OR MOVE THE SYSTEM TO A NEW ADDRESS, EXCEPT WITH NOTICE TO COMPANY AND PURSUANT TO INSTRUCTIONS FROM DEALER OR COMPANY. YOU MUST IMMEDIATELY NOTIFY COMPANY IN THE EVENT THE CONTACT INFORMATION FOR YOU OR A RESPONDER CHANGES.

**26. PRIVACY POLICY.** COMPANY MAINTAINS A PRIVACY POLICY THAT IS AVAILABLE ON OUR WEBSITE (WWW.AFFILIATED.COM/PRIVACY) WHICH DESCRIBES HOW COMPANY PROTECTS AND HANDLES ANY INFORMATION IT HAS ABOUT YOU THAT MAY IDENTIFY YOU AND THAT MAY RELATE TO YOUR PAST, PRESENT, OR FUTURE PHYSICAL OR MENTAL HEALTH CONDITION AND RELATED HEALTHCARE SERVICES.