



ADT Health



SUBSCRIBER AGREEMENT FOR MEDICAL ALERT/ EMERGENCY RESPONSE SYSTEM
ADT LLC dba ADT Security Services
32100 U.S. Hwy. 19 North Palm Harbor, FL 34684
800.568.1216

FOR INTERNAL USE ONLY

CS Monitoring Account No.
Customer Account No.
Provider No.

Direct to Consumer: Yes No

1. Subscriber (Person responsible for payment for services and all other Agreement obligations)

Name (FIRST NAME, LAST NAME), Street Address, City, County, State, ZIP, Telephone, Gender, Date of Birth, EMAIL

2. User (if Section 2 is left blank, then Subscriber is the user of the system at the above address)

Name (FIRST NAME, LAST NAME), Street Address, City, County, State, ZIP, Telephone, Gender, Date of Birth

If I have provided or do provide ADT with a phone number, including but not limited to a cell phone number, or a number that I later convert to a cell phone number, or any number that I subsequently provide for billing services for billing and other non-solicitation purposes, I agree that ADT may contact me at this/these number(s). I also agree to receive calls and messages such as pre-recorded messages and calls and messages from automated dialing systems at the number(s) provided.

Send all correspondence to: SUBSCRIBER USER (If Applicable)

3. Services

Subject to the terms and conditions of this Agreement, ADT LLC dba ADT Security Services ("ADT") will provide and perform the services designated and described below:

Table with columns: ITEM, Initial Charge(s), Monthly Charge(s). Rows include System Type, Button Type, Additional Devices/Services, Professional Placement, Shipping, and TOTAL.



<b>4. Hidden Key/Lock Box Location</b>	
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<b>5. Directions/Cross Street</b>	
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<b>6. Emergency Contacts</b>
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Name										
Primary Phone		Alternate Phone		<input type="radio"/> Has Key to Residence						
Email Address										

Name										
Primary Phone		Alternate Phone		<input type="radio"/> Has Key to Residence						
Email Address										

Name										
Primary Phone		Alternate Phone		<input type="radio"/> Has Key to Residence						
Email Address										

Subscriber authorizes ADT to contact emergency authorities if ADT is unable to make contact with the User at their Premises (or over their mobile device) if ADT receives an Alarm from the Medical Alert/Emergency Response System. Subscriber authorizes ADT to disclose the location of any hidden key to emergency authorities and Emergency Contact(s) for the purpose of gaining entry to the Premises to provide emergency assistance.

Subscriber also authorizes ADT to contact the Emergency Contacts listed in priority order above.

By filling in this oval you are requesting ADT to contact the Emergency Contacts listed before ADT endeavors to notify the emergency authorities.

<b>7. Payment Terms</b>
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Subscriber agrees to pay ADT the Initial Charge(s) indicated above in Section 3 when the unit is activated. Further, Subscriber agrees to pay the Monthly Service Charge indicated above in advance for as long as this Agreement is in effect. **SUBSCRIBER AGREES TO RETURN THE SYSTEM WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OR TERMINATION OF THIS AGREEMENT IN GOOD CONDITION OR TO PAY THE SUM OF \$250.00 FOR NOT RETURNING THE SYSTEM AS AGREED UPON LIQUIDATED DAMAGES AND NOT AS A PENALTY.**

Subscriber agrees to be solely responsible for any and all taxes, fees, or charges, including sales/use tax, alarm license fees and false alarm assessments, levied or imposed by any government authority on any charges provided under this Agreement.

<b>8. Billing</b>
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<input checked="" type="radio"/> Check received for:	<input type="radio"/> Initial Charges:	Check #		Amount \$		Confirmation #	
<input type="radio"/> Annual Service Charges Collected:		Check #		Amount \$		Confirmation #	



8. Billing (cont.)

By my signature on Page 3 of this Agreement, I authorize ADT to withdraw from my bank account and/or charge my credit/debit card for all Charges as set forth below:

○ Annually ○ Semi-Annually ○ Quarterly ○ Monthly

If no billing period oval is filled above, my recurring service charges will be charged monthly.

Choose one: ○ Checking ○ Savings

Name of Bank/Credit Union

Grid for Name of Bank/Credit Union

ABA Routing Number

Grid for ABA Routing Number

Bank Account Number

Grid for Bank Account Number

Recurring Service Charge Amount as set forth in Section 3, plus tax.

Name as it appears on bank account

Grid for Name as it appears on bank account

○ Initial Placement

○ All/Recurring Service Charges

○ Annually ○ Semi-Annually ○ Quarterly ○ Monthly

If no billing period oval is filled above, my recurring service charges will be charged monthly.

○ VISA ○ MasterCard ○ Discover ○ AMEX



Credit/Debit Card Number

Grid for Credit/Debit Card Number

Exp. Date

Grid for Exp. Date (MM/YY)

Recurring Service Charge Amount as set forth in Section 3, plus tax.

Cardholder's Name

Grid for Cardholder's Name

I authorize ADT to withdraw the amounts in this section from my bank account or credit card through an Automated Clearing House ("ACH"). This authorization will remain in effect until the termination date of this Agreement or until I cancel the Agreement, whichever occurs first. I may revoke this authorization only by notifying ADT and my bank or credit card company at least 10 business days before the scheduled debit or charge. I agree to notify ADT 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, ADT will notify me at least 15 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. Because this is an electronic transaction, these funds may be withdrawn from my account each month as early as the transaction date. If an ACH transaction is rejected for non-sufficient funds (NSF), ADT 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 this bank account or credit card, and I will not dispute the payment with my credit card company or bank, so long as the amount corresponds to the terms indicated in this Agreement.

○ To send me a bill: ○ Annually ○ Semi-Annually ○ Quarterly ○ Other \_\_\_\_ DOA Approval \_\_\_\_

If no oval is filled, ADT will send bill quarterly.

9. Please Sign Below

RIGHT TO CANCEL

YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS TRANSACTION. SEE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. IF THE TRANSACTION OCCURRED IN CALIFORNIA OR NEW YORK, THE TIME TO CANCEL IS SEVEN DAYS.

THIS AGREEMENT SHALL NOT BE BINDING UPON ADT UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF ADT. IN THE EVENT SUCH APPROVAL IS NOT OBTAINED, THE SOLE LIABILITY OF ADT SHALL BE TO REFUND TO SUBSCRIBER ANY AMOUNT THAT HAS BEEN PAID TO ADT BY SUBSCRIBER.

ADT Representative signature line with MM/DD/YY and License No. grid

ADT Representative

Accepted and Copy Received By:

Subscriber Name grid with FIRST NAME and LAST NAME labels

Subscriber Signature line with MM/DD/YY grid

Subscriber Signature



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Telephone
Gender: M F
Date of Birth
EMAIL

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Table with 3 columns: ITEM, Initial Charge(s), Monthly Charge(s). Rows include System Type, Button Type, Additional Devices/Services, Professional Placement, Shipping, and TOTAL.



4. Hidden Key/Lock Box Location

[Grid for location information]

5. Directions/Cross Street

[Grid for directions information]

6. Emergency Contacts

Name [Grid]

Primary Phone [Grid] Alternate Phone [Grid]  Has Key to Residence

Email Address [Grid]

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Check received for:  Initial Charges: Check # [Grid] Amount \$ [Grid] Confirmation # [Grid]

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8. Billing (cont.)

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If no billing period oval is filled above, my recurring service charges will be charged monthly.

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Name of Bank/Credit Union

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ABA Routing Number

[Redacted text box]

Bank Account Number

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Recurring Service Charge Amount as set forth in Section 3, plus tax.

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○ VISA ○ MasterCard ○ Discover ○ AMEX



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ADT Representative [Redacted] Rep. License No. [Redacted]

Accepted and Copy Received By:

Subscriber Name [Redacted]

X Subscriber Signature [Redacted]



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ADT Representative [Redacted] Rep. License No. [Redacted]

Accepted and Copy Received By:

Subscriber Name [Redacted]

X Subscriber Signature [Redacted]

## IMPORTANT TERMS AND CONDITIONS



5406UE06

This Agreement is between the Subscriber ("Subscriber" or "You" or "Your") and ADT LLC dba ADT Security Services ("ADT" or "we" or "our" or "us"). The terms and conditions of this Agreement apply to and benefit both the Subscriber and, if applicable, the User. The purpose of this Agreement is to provide You with (i) a Medical Alert/Emergency Response System ("System"). You agree to pay the charges for the System and Alarm Monitoring Services in the manner and amounts specified in this Agreement. This Agreement explains Your duties and responsibilities to ADT and ADT's duties and responsibilities to You in providing the System and performing the Service, including, but not limited to, Alarm Monitoring Services. "Alarm Monitoring Services" refer to (and only include) ADT's receipt of and response to Alarms received by ADT from the System placed at the Premises as further described in Paragraph 3a below.

### 1. THE SYSTEM.

You agree to read and follow all of the instructions in the System User's Guide/Owner's Manual. The System consists of components that are subject to aging and could possibly fail at any time. You agree to test the System monthly and maintain it as described in the System User's Guide/Owner's Manual. You also agree to have it immediately repaired or replaced when it fails to test properly. **IN-HOME SYSTEMS MUST BE LOCATED AND USED AT THE PREMISES, AND MUST NOT BE MOVED TO ANOTHER ADDRESS WITHOUT NOTIFYING US IN WRITING AT LEAST THIRTY (30) DAYS IN ADVANCE.**

You hereby agree to (a) place and set up the System according to the directions provided by ADT (or allow ADT designated representatives access to the Premises to place the System if You request such service, at an extra charge), (b) provide and be responsible for suitable electrical and communication service for placement and operation of the System, and (c) replace the batteries in the System, as needed.

### 2. REPAIR POLICY; DISCLAIMER OF WARRANTIES; TITLE TO SYSTEM.

a. Repair Obligations: ADT, at its own expense, shall, during the term provide any repairs, component parts and labor to the System made necessary as a result of ordinary wear and tear to, or defective materials contained within the System. All other repairs or replacements of the System, including, but not limited to, (i) any repairs or replacements of or to the System made necessary because of abuse or misuse of the System, or use by unauthorized persons, or (ii) if for any other reason ADT determines that the System is not operating properly as a result of causes other than ordinary wear and tear or defective materials, shall be made by ADT at Your cost and expense and shall be billed to You at ADT's then-prevailing retail rates in addition to all other Charges hereunder.

b. Disclaimers of Warranties: You acknowledge and agree that ADT has made no representations or warranties, nor have You relied on any representations or warranties, express or implied, except as specifically set forth in this Agreement. You also acknowledge that You have read and understood this Agreement, particularly Paragraph 4, which sets forth ADT's maximum liability in the event of any loss, damage, injury, or death to You or anyone else. **FURTHER, THERE IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to You. The warranties contained in the Agreement give You specific legal rights and You may also have other rights that vary from state to state.

c. Title To System: The System shall at all times remain the sole property of ADT unless a Customer-Owned Package is purchased. You will not damage, tamper with, encumber or dispose of any ADT-owned System or permit any System to be damaged, tampered with, encumbered, disposed of, or repaired by anyone other than authorized agents of ADT. In the event of loss or damage to the ADT-owned System or any part thereof, You agree to pay ADT the reasonable value thereof or the cost of repairs, as determined by ADT but not to exceed \$250. At the expiration of the Agreement, or in the event of a default in performance by You, You agree to return each ADT-owned System to ADT within thirty (30) days or be liable to pay ADT the sum of \$250.00 for each System not so returned as agreed upon liquidated damages and not as a penalty. Return of the System will not affect our legal right to collect any and all sums due under this Agreement,

including, but not limited to, any Charges. You will return each System to ADT in good condition, reasonable wear and tear excepted.

### 3. ALARM MONITORING SERVICES, KEY LOCK BOX SERVICES, TERM, CHARGES AND PERMITS.

a. ADT will perform and provide the following Alarm Monitoring Services. Your Alarm Monitoring Services shall commence once the System has been delivered and activated. If an alarm signal from the System actually registers at our monitoring center (each, an "Alarm"), then we will attempt to contact Subscriber's or, if applicable, User's telephone number listed above (the "Telephone Number") or use Two-Way Voice to verify that the Alarm is not false. If we are unable to reach anyone at the Telephone Number or if we do not receive information indicating that the ALARM is in fact false, we will endeavor to notify emergency authorities and/or other Emergency Contact(s). If applicable, location services will be provided. You further understand, acknowledge and agree that the very nature of the Alarm Monitoring Services, regardless of any delay, involves uncertainty, risk and possible serious injury, disability or death, for which You will not attempt to hold ADT responsible or liable; that the System is not foolproof and may experience signal transmission failures or delays for any number of reasons; and that the actual time required for emergency authorities to arrive at the Premises or identified location and/or to transport any person requiring medical attention is unpredictable with many contributing factors, including, but not limited to, telephone network operation, distance, weather, road and traffic conditions and human factors, both within and outside of ADT's control. You understand that the System uses standard and digital cellular telephone transport and other modes of communication for sending alarms, and ADT will not receive an Alarm when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the System is unable to acquire, transmit or maintain a signal over the telephone, digital cellular or other communication mode for any reason.

Accordingly, You expressly represent, warrant and agree that our performance of, delay in performance of, or failure to perform service, including, but not limited to, any Alarm Monitoring Services under the Agreement, shall in all events be subject to and controlled by this Agreement.

b. If Subscriber selected to receive, or have the User receive, Key Lock Box services in Section 2, the Key Lock Box furnished by ADT may be opened by emergency responders using a combination/code ("Code") created by Subscriber, User or their authorized representative. Emergency responders in possession of the Code may open the Key Lock Box and gain access to the Premises using the key deposited in the Key Lock Box. By providing ADT with the Code, Subscriber authorizes ADT and its Customer Monitoring Center personnel to disclose the Code to emergency responders for the purpose of gaining entry to the Premises, administering assistance or any other activity in response to an alarm signal. Subscriber and, if applicable, User, are responsible to (a) ensure that the key deposited in the Key Lock Box functions properly, is kept current, and is returned to the Key Lock Box after use; (b) notify ADT of any changes to the Code or if the Key Lock Box fails to operate properly; (c) keep the Key Lock Box secure and in good working order. ADT is not an insurer against theft, loss, vandalism, injury, or damage attributed to the use of a Key Lock Box or the Premises key located therein. Subscriber is advised to verify the existence of, or obtain, appropriate insurance to cover Subscriber for such risk. ADT's provision of Key Lock Box services are subject to the limited liability provisions in Paragraph 4 below.

c. ADT will provide Services as described in this Agreement, and You agree to pay us a Monthly Service Charge (plus any applicable sales or other tax). This Agreement will automatically renew for successive thirty (30)-day periods. When terminated, this Agreement ends on the last day of the then-current term. **YOU AGREE TO RETURN THE SYSTEM WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OR TERMINATION OF THIS AGREEMENT IN GOOD CONDITION OR TO PAY THE SUM OF \$250.00 FOR NOT RETURNING THE ADT-OWNED SYSTEM AS AGREED UPON LIQUIDATED DAMAGES AND NOT AS A PENALTY.** The Monthly Service Charges are payable monthly in advance and will be automatically charged to Your credit card or debited from a bank account authorized by You as indicated on the

Terms and Conditions continue on accompanying sheets.



front side of this Agreement or paid by You directly to ADT. You agree to pay: all false alarm assessments, taxes, permits or other fees or charges of any police department or other governmental body and all telephone company charges.

d. If You are paying by credit card and the credit card authorization indicated in the Payment Options section of this Agreement is canceled for any reason, and if You fail to provide us with a replacement credit card within three (3) days after any such cancellation, then You will be in breach of this Agreement and will have to pay us an additional \$25.00 administrative fee. All delinquent amounts may be assessed (i) a late fee of \$25.00 for each month that a payment is not received, and (ii) interest on all outstanding amounts equal to eighteen percent (18%) per annum or the highest rate permitted by applicable law, whichever is less.

e. You acknowledge that we may, upon ten (10) days written notice to You, cancel this Agreement and stop providing the Alarm Monitoring Services if: (A) You are paying by credit card and the credit card authorization previously indicated is canceled for any reason and You fail to provide us with a replacement credit card within three (3) days after any such cancellation; (B) You otherwise fail to pay any Charges or other monies due under this Agreement by its due date; (C) You fail to comply with any other term or condition of this Agreement; or (D) You fail to maintain your Premises in a safe condition. Additionally, we may, at any time, cancel this Agreement if: (i) our customer monitoring center is destroyed or damaged so that it is impractical for us to continue any Services, or we otherwise lose the ability to provide any Services; (ii) You fail to follow our recommendations to repair or replace any defective parts of the System; (iii) You fail to follow the User's Guide/Owner's Manual for the System; or (iv) if You misuse the System or any service by sending multiple non-emergency signals for any reason. If we cancel for any of the reasons stated in this Agreement, we will not be liable for damages or subject to penalty as a result of such termination.

**4. NO LIABILITY; LIMITED LIABILITY.**

a. WE ARE NOT AN INSURER. YOU AGREE THAT YOU WILL OBTAIN FROM AN INSURER ANY INSURANCE YOU DESIRE. THE AMOUNT OF THE CHARGE IS BASED UPON THE SERVICE(S) WE PERFORM AND THE LIMITED LIABILITY WE ASSUME UNDER THIS AGREEMENT. IN THE EVENT OF ANY LOSS OR INJURY TO ANY PERSON OR PROPERTY, YOU AGREE TO LOOK EXCLUSIVELY TO YOUR INSURER TO RECOVER DAMAGES. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR LOSS OR INJURY TO ANY OTHER PERSON.

b. IT WILL BE EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT MAY RESULT FROM OUR FAILURE TO PERFORM DUTIES UNDER THIS AGREEMENT OR FROM THE FAILURE OF ANY SYSTEM OR SERVICE IN ANY OTHER REGARD. YOU AGREE THAT WE ARE EXEMPT FROM LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE ARISING DIRECTLY OR INDIRECTLY FROM THE SERVICES WE PERFORM OR FAIL TO PERFORM OR ANY SYSTEM WE PROVIDE UNDER THIS AGREEMENT. IF IT IS DETERMINED THAT WE ARE DIRECTLY OR INDIRECTLY RESPONSIBLE FOR ANY SUCH LOSS, DAMAGE, INJURY, OR OTHER CONSEQUENCE, YOU AGREE THAT DAMAGES SHALL BE LIMITED TO THE GREATER OF \$250 OR 10% OF THE MONTHLY SERVICE CHARGE YOU PAY UNDER THIS AGREEMENT. THESE AGREED UPON DAMAGES ARE NOT A PENALTY. THEY ARE YOUR SOLE REMEDY NO MATTER HOW THE LOSS, DAMAGE, INJURY, OR OTHER CONSEQUENCE IS CAUSED, EVEN IF CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS AGREEMENT, STRICT LIABILITY, FAILURE TO COMPLY WITH THE REQUIREMENTS OF ANY LAWS THAT MAY APPLY TO US OR TO YOU OR YOUR PREMISES, OR OTHER FAULT. AT YOUR REQUEST, WE MAY ASSUME ADDITIONAL LIABILITY BY ATTACHING AN AMENDMENT TO THIS AGREEMENT STATING THE EXTENT OF OUR ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO YOU. YOU AGREE THAT WE ARE NOT AN INSURER EVEN IF WE ENTER INTO ANY SUCH AN AMENDMENT.

c. YOUR EXCLUSIVE DAMAGE AND LIABILITY REMEDIES ARE SET FORTH IN PARAGRAPH 4b ABOVE. YOU AGREE THAT WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED BY ANY OTHER PARTY AGAINST US ARISING OUT OF

THE SERVICES WE PERFORM OR FAIL TO PERFORM OR ANY SYSTEM WE PROVIDE UNDER THIS AGREEMENT, YOU AGREE

TO BE SOLELY RESPONSIBLE FOR, AND TO DEFEND AND HOLD US COMPLETELY HARMLESS FROM, SUCH LAWSUIT OR OTHER CLAIM, INCLUDING, BUT NOT LIMITED TO, YOUR PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES THAT WE INCUR. THESE OBLIGATIONS WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. THESE OBLIGATIONS WILL APPLY EVEN IF SUCH LAWSUIT OR OTHER CLAIM ARISES OUT OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS AGREEMENT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.

d. YOU AGREE TO FILE ANY LAWSUIT OR OTHER ACTION YOU MAY HAVE AGAINST US OR OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OR PARENT COMPANIES WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT CAUSED THE LOSS, DAMAGE OR LIABILITY.

e. YOU AGREE THAT WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANY OTHER PERSON FOR YOUR/OUR DELAY IN THE DELIVERY OR REPAIR OF ANY SYSTEM OR THE PERFORMANCE OF ANY SERVICE, REGARDLESS OF THE REASON, OR FOR ANY RESULTING CONSEQUENCES. YOU ALSO AGREE THAT WE HAVE NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF ANY SERVICE, OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, ACT OF GOD, OR ANY OTHER CAUSE WITHIN OR BEYOND OUR CONTROL. DURING ANY SUCH SERVICE INTERRUPTION, WE HAVE NO OBLIGATION TO SUPPLY YOU SUBSTITUTE SERVICES.

f. BENEFIT TO OTHERS. THE PROVISIONS OF THIS AGREEMENT, SPECIFICALLY INCLUDING THIS PARAGRAPH 4, SHALL APPLY TO AND BENEFIT ADT AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, DEALERS, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT), AFFINITY MARKETERS AND OTHER PARTNERS.

5. ARBITRATION. ADT 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 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 ADT. ADT 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, ADT 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 ADT should be sent to: Litigation Department, ADT Security Services, 1501 Yamato Dr., Boca Raton, FL 33431. ADT will mail a Notice of Dispute to my protected Premises address. ADT 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, ADT 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 ADT elects arbitration and chooses one of the organizations to administer, I may object and automatically have the other organization administer the

Important Terms and Conditions (continued)



proceedings simply by notifying ADT of my objection in writing within 30 days of my receipt of ADT'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, and (2) JAMS, 1920 Main Street, Suite 300, Los Angeles, CA 92614, www.jamsadr.com. IF EITHER PARTY ELECTS TO ARBITRATE A DISPUTE, ADT 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 ADT 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 ADT 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, ADT 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.

6. OTHER PARTY'S LIMITATION. IF YOU PURCHASED EQUIPMENT OR SERVICES FROM US THROUGH ANOTHER BUSINESS OR PERSON, OR FROM US THROUGH A REFERRAL FROM ANOTHER BUSINESS OR PERSON, YOU AGREE THAT SUCH OTHER BUSINESS OR PERSON ACTS SOLELY AS AN INDEPENDENT CONTRACTOR AND HAS NO RESPONSIBILITY OR LIABILITY TO YOU FOR THE PERFORMANCE OR NON-PERFORMANCE OF THE EQUIPMENT OR SERVICES PROVIDED BY US. YOU ALSO AGREE THAT ANY SUCH BUSINESS OR PERSON IS ENTITLED TO THE SAME RIGHTS AS ADT UNDER THIS AGREEMENT, SPECIFICALLY INCLUDING PARAGRAPH 4.

7. ASSIGNMENT. You may not assign this Agreement without our written consent. We have the right to subcontract any of our obligations under this Agreement without notifying You, and we have the right to assign this Agreement to any other party without notifying You.

8. PRIVACY POLICY. ADT maintains an online privacy policy at www.ADT.com/privacy that is applicable to the terms, conditions and obligations of the parties to this Agreement.

9. THIS AGREEMENT CONSTITUTES OUR ENTIRE AND FINAL AGREEMENT. BY SIGNING IT YOU AGREE THAT YOU ARE NOT RELYING ON OUR ADVICE OR ADVERTISEMENTS. YOU AGREE THAT YOU AND WE ARE NOT BOUND BY ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT, OR WARRANTY, EXPRESS OR IMPLIED, THAT IS NOT INCLUDED IN WRITING IN THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS AGREEMENT APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, UNLESS A CHANGE IS APPROVED IN WRITING BY OUR AUTHORIZED REPRESENTATIVE. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN EVEN IF YOU SUBMITTED ANY OTHER DOCUMENT WITH INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS.

10. LICENSE INFORMATION: AL Complaints against licensees may be directed to the Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 37950, 5520 Lake Otis Pkwy., Anchorage, AK 99507; AR E12-041, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock, AR 72209, (501) 618-8600; AZ ROC 279591; CA ACO7155, alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814, 974443, PPO17232; CT ELC.0106069-L5; DC ECS902743; FL

EF0001121; GA LVA205265, -205326, -205572, -205679, -205939, -205944, -205519 LVU405673, -004349, -406440; HI CT-32297; ID ELE-SC-2643; IL 124001792; LA F1639, F1640, F1643, F1654, F1655; MA 172C; MI 3601206258, 5103208 - 4182 Pier North Dr. Ste. D, Flint, MI 48504; MINTS650251; NC Alarm Systems Licensing Board, 4901 Glenwood Avenue, Suite 200, Raleigh, NC 27612 (919) 788-5320; 7535P2, 7561P2, 7562P10, 7563P7, 7565P1, 7566P9, 7564P4; NM 374838; NV 0077105; NJ Electrical Contractor Lic. #'s 34FA00140500, 34BA00179000, 7895 Browning Rd., Pennsauken, NJ 08109; NY 12000305615, Licensed by NYS Dept. of State; OH 50-18-0018, 50-25-0023, 50-29-0003, 50-31-0014, 50-48-0008, 50-50-0005, 50-76-0006, 50-89-0016, 53-89-1726; OK 1995; OR 196560; PA Pennsylvania Home Improvement Contractor Registration Number: PA090797; RI 35683; TN ACC-1688, -1689, -1690, -1691, -1692, -1693, -1694, -1695, -1696; TX B17944 -1817 W. Braker Ln. Ste. 400, Austin 78758 - Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; UT 8289653; VA 11-7345, 11-7348, 11-7351, 11-7354, 11-7598, 11-7900, 11-8205, 11-8353, 11-8447 2705147728 Class B Contractor Classification ESC; WA ADTLLL881DO, 11824 N Creek Pkwy #105, Bothell, WA 98011; WI 1210943; WV 049758.

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