

**Protection Now, LLC**  
**PO BOX 61116**  
**Miramar Beach, Florida 32550**  
**(386) 292-3688**  
**sales@securitysafe.com**

**CONSUMER DISCLOSURE AND CONSENT TO ELECTRONIC COMMUNICATIONS**

**1. DISCLOSURE.** Federal law [Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7031] permits YOU to agree to the receipt of and access to certain documents and communications in electronic form, notwithstanding any requirement for written copies. Pursuant to this Consumer Disclosure and Consent to Electronic Communications YOU consent to receive and be provided with electronic copies of all documents and communications as defined below. Please save or print a copy of this document for YOUR records.

**2. CONSENT TO ELECTRONIC DELIVERY.** YOU agree to receive all documents and communications including but not limited to agreements, terms and conditions, bills for services, statutory notices, correspondence and disclosures required by law to be in writing, ("Documents and Communications") from PROTECTION NOW, LLC (hereinafter referred to as "ALARM COMPANY") in an electronic format ("Electronic Communications"). YOU acknowledge that YOU are able to receive and retain such Electronic Communications by printing, downloading or saving them to YOUR electronic device. YOU accept any Electronic Communications provided by ALARM COMPANY as a reasonable and proper notice in full satisfaction of any law or regulation requiring that such Documents and Communications be provided to YOU in writing, or in a form that YOU have the ability to retain. YOU agree that YOU are solely responsible for notifying ALARM COMPANY of any changes to YOUR email address, and agree to keep it up to date by writing to ALARM COMPANY at joseph@securitysafe.com or to: Protection Now, LLC, 725 NW Country Lake Drive, Lake City, FL 32055.

**3. PAPER COPIES OF ELECTRONIC COMMUNICATIONS.** YOU agree that ALARM COMPANY does not need to provide YOU with additional paper (non-electronic) copies of any Electronic Communications unless YOU specifically request to receive paper copies. YOU may request a paper copy of any Electronic Communications provided by ALARM COMPANY. YOU acknowledge ALARM COMPANY reserves the right to charge YOU a reasonable fee for the production and mailing of any paper copy of Electronic Communications. To submit a request to receive a paper copy of all Electronic Communications contact ALARM COMPANY by mail: Protection Now, LLC, 725 NW Country Lake Drive, Lake City, FL 32055.

**4. REVOCATION OF CONSENT TO ELECTRONIC COMMUNICATIONS.** YOU have the right to withdraw YOUR consent to receive Electronic Communications from ALARM COMPANY at any time. YOU acknowledge that ALARM COMPANY reserves the right to restrict or terminate YOUR access to its website, web portal or web application if YOU withdraw YOUR consent to receive Electronic Communications. To withdraw YOUR consent to receive Electronic Communications contact ALARM COMPANY by mail: Protection Now, LLC, 725 NW Country Lake Drive, Lake City, FL 32055.

**5. SYSTEM REQUIREMENTS.** In order to receive Electronic Communications from ALARM COMPANY YOU must have a system that meets the following requirements:

\_\_\_\_\_ to the extent required by law, ALARM COMPANY shall notify YOU of any change made in the hardware or software requirements needed to access or participate in any electronic communication with ALARM COMPANY, and YOU agree to re-consent electronically in any manner that reasonably demonstrates YOUR ability to access Electronic Communications.

**6. RIGHT TO MODIFY TERMS.** ALARM COMPANY reserves the right, in its sole discretion, to modify the terms and conditions of this Consumer Disclosure and Consent to Electronic Signatures and Communications. If required by law ALARM COMPANY shall notify YOU of any modification to the Consumer Disclosure and Consent to Electronic Communications or the termination of its relationship with YOU.

**To obtain Documents and Communications from ALARM COMPANY electronically, indicate YOUR consent to the above terms and conditions by providing at least two of three personal identifiers as requested below, typing YOUR full name in the space provided, and clicking the "I Accept" checkbox below.**

**Personal Identifiers: (Provide two of three)**

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Last 4 digits of Social Security Number)

\_\_\_\_\_  
(Mother's Maiden Name)

**Type Full Name:**

\_\_\_\_\_  
(Print Name)

"I hereby accept the terms and conditions as outlined in the above agreement and understand that by confirming I am submitting my electronic consent to receive all document(s) and communication(s) electronically."

**Protection Now, LLC  
PO BOX 61116  
Miramar Beach, Florida 32550  
(386) 292-3688**

**STANDARD PERSONAL EMERGENCY RESPONSE LEASE**

Agreement dated \_\_\_\_\_, by and between PROTECTION NOW, LLC (hereinafter referred to as "ALARM COMPANY") and \_\_\_\_\_ (hereinafter referred to as "Subscriber") **Address:** \_\_\_\_\_

Cell : \_\_\_\_\_ Phone: \_\_\_\_\_ Email \_\_\_\_\_

The parties hereto agree that:

**1. PERSONAL EMERGENCY RESPONSE SYSTEM [PERS] IS LEASED AND REMAINS PERSONAL PROPERTY OF ALARM COMPANY / TITLE TO EQUIPMENT:** ALARM COMPANY shall lease and provide instructions to the Subscriber in the proper installation and use of the Personal Emergency Response System (hereinafter referred to as PERS System). The PERS System may be in the form of a software program also known as an "APP" and or a hardware device. PERS system is not an improvement to real property and the equipment remains ALARM COMPANY's personal property.

**NOTICE: CERTAIN PROVISIONS IN THIS AGREEMENT MAY NOT APPLY IN THE JURISDICTION WHERE THIS AGREEMENT IS TO BE ENFORCED AND THOSE EXCLUSIONS AND LIMITATIONS ARE DISCLOSED IN PARAGRAPH 33 OF THIS AGREEMENT. READ THIS AGREEMENT AND PARTICULARLY PARAGRAPH 33 BEFORE SIGNING THIS AGREEMENT.**

**SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS. SEE PARAGRAPH 21 FOR MORE INFORMATION. THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. §15-48-10**

**2. SCHEDULE OF EQUIPMENT/SERVICES:**

Check here if Service Includes GPS Monitoring (Not available with base unit with transmitter):

Check here if Service Includes **CYBER SECURITY / COMPLIANT ENCRYPTION:** Subscriber agrees to pay ALARM COMPANY the sum of \$ \_\_\_\_\_ per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST], UL or any other established criteria for encryption.

**INSTALLATION:**  ALARM COMPANY to install PERS System  PERS System to be installed by Subscriber

**COMMUNICATION PATHWAY:**  Standard Telephone Lines  Cellular  High Speed Internet

**EQUIPMENT:**  Base Unit with Transmitter  Pendant  Watch

APP on Customer Provided Internet Connected Device (Smart phone)

**Agreed Value of Leased Equipment: \$ \_\_\_\_\_**

**3. CANCELLATION AND REFUND POLICY:** If Subscriber cancels this agreement pursuant to any statutory authority, ALARM COMPANY will, within 10 days or within such time as such statute specifies, upon such cancellation and return of equipment if provided by ALARM COMPANY, and or the removal of any provided software, refund to Subscriber any amount paid for the equipment and any advance payment for services not yet rendered.

**4. LEASE AND OTHER CHARGES:** Subscriber agrees to pay ALARM COMPANY:

**a) LEASE:** \$ \_\_\_\_\_ for leasing the PERS System, which may include and is not limited to some or all of the following, Software, GPS enabled communication device, charger, base unit with transmitter, connection communication wire and remote devices, and accessories selected above. If PERS System to be installed by Subscriber then PERS System will be shipped point of sale FOB and price excludes shipping, handling and sales tax, if any

**b) MONITORING:** The sum of \$ \_\_\_\_\_ per month, payable \_\_\_\_\_ in advance for monitoring service of the PERS System for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month.

**c) EXTENDED WARRANTY OPTION:** Subscriber agrees to pay ALARM COMPANY the sum of \$5.00 plus tax, per month, payable monthly in advance to extend the Limited Warranty in this Agreement on PERS devices provided by ALARM COMPANY for so long as Subscriber continues to pay Monitoring and Extended Warranty charges.

**5. TERM OF AGREEMENT:** THE TERM OF THIS AGREEMENT SHALL BE FOR 36 MONTHS AND SHALL THEREAFTER RENEW MONTH TO MONTH UNLESS EITHER PARTY GIVES WRITTEN NOTICE TO THE OTHER OF THEIR INTENTION NOT TO RENEW THE AGREEMENT AT LEAST 30 DAYS PRIOR TO THE EXPIRATION OF ANY TERM. NOTICE MAY BE BY EMAIL TO ALARM COMPANY ADDRESSED TO: \_\_\_\_\_

\_\_\_\_\_. Or you may call toll free: \_\_\_\_\_ Subscriber acknowledges that this agreement continues to renew until Subscriber or ALARM COMPANY cancels the agreement prior to a renewal period. Subscriber acknowledges that this agreement does NOT contain an early termination clause applicable to MILITARY PERSONNEL. Subscriber specifically acknowledges having read and agreed to the provisions in this

paragraph. Subscriber to Initial here: \_\_\_\_\_

**6. INCREASES OF MONTHLY CHARGE: ALARM COMPANY SHALL BE PERMITTED TO INCREASE THE CHARGES PROVIDED FOR HEREIN AT ANY TIME OR TIMES AFTER THE EXPIRATION OF ONE YEAR FROM THE DATE HEREOF BY UP TO NINE PERCENT PER ANNUM EACH YEAR UPON GIVING NOTICE TO SUBSCRIBER AND SUBSCRIBER AGREES TO PAY SUCH INCREASES AS INVOICED.**

**7. WIRELESS CAPABILITIES / EXCESSIVE DATA USAGE:** PERS Systems communicate by communication pathways which are not owned by ALARM COMPANY. ALARM COMPANY does not provide cellular or Internet service, maintain Internet connection, wireless access or other communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server except ALARM COMPANY may own its own radio pathway and remote servers, through which data passes and may be stored. In consideration of Subscriber making its monthly payments for remote access to the system and any remote servers maintained by ALARM COMPANY or others, ALARM COMPANY will authorize Subscriber access. ALARM COMPANY is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's PERS system can be compromised if the codes or devices used for access are lost or accessed by others and ALARM COMPANY shall have no liability for such unauthorized access. ALARM COMPANY is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. Electronic data may not be encrypted and wireless components of the PERS System may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and ALARM COMPANY shall have no liability for access to the PERS System by others by hacking or otherwise. ALARM COMPANY is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service. ALARM COMPANY shall have no liability for excessive data usage expense incurred by Subscriber attributable to the equipment or services provided herein.

**8. GPS MONITORING / MOBILE TRACKING:** If GPS tracking is included in ALARM COMPANY'S services Subscriber will download the ALARM COMPANY'S APP to Subscriber's GPS enabled cellular device which software enables ALARM COMPANY to monitor the location of Subscriber's cellular device via the cellular network selected by Subscriber for the duration of this agreement. ALARM COMPANY is licensed to monitor the APP by the APP Manufacturer.

Mobile Tracking is designed to track individuals who will have on their person the Mobile Tracking Device or Internet connected device with software tracking APP. The device will work only within the 50 United States, in areas where mobile tracking has coverage and ALARM COMPANY has no control over such coverage. Mobile Device or APP may not be able to be tracked with exact precision; only ground level locations can be determined; ALARM COMPANY cannot determine locations within a building or any structure. ALARM COMPANY will have no liability for inability to report exact location at any particular time, but ALARM COMPANY will use its best efforts to report all available tracking information. ALARM COMPANY is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. Subscriber is responsible for all permits and permit fees that may be required, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse ALARM COMPANY for any fees or fines relating to permits or the services provided. ALARM COMPANY shall monitor tracking signals and communications received from the tracking device, or software APP. Upon Subscriber's activation of the device or Software APP, ALARM COMPANY shall make every reasonable effort to locate the tracking device and if appropriate notify the police, fire, medical EMT, or other municipal authority deemed appropriate in ALARM COMPANY'S absolute discretion, and such other persons Subscriber has requested receive notification of such location on Subscriber's Call List. Subscriber agrees to furnish ALARM COMPANY with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of emergency conditions together with a list of all medication, allergies and medical conditions Subscriber wishes to be available to all responding PERS personnel and medical personnel. All changes and revisions shall be provided to ALARM COMPANY in writing. All notifications by ALARM COMPANY or its designated communication center shall be by telephonic communication and ALARM COMPANY or its designated communication center shall be deemed to satisfy its monitoring response service by reaching the first agency or person designated on the Call List. Unless otherwise provided in the Call List ALARM COMPANY will make a reasonable effort to contact a person listed on the call list. A person on the list shall be deemed reached when contacted either via telephone call, text, email message, or voice mail. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a voice message, shall be deemed reasonable compliance with ALARM COMPANY'S notification obligation.

**9. PERS SYSTEM MONITORING CENTER SERVICES:** Upon receipt of a signal, ALARM COMPANY or its designated Monitoring Center shall make every reasonable effort to notify the appropriate municipal police, fire, medical, EMT, emergency personal response service or person designated by Subscriber in Subscriber's Call List to receive notification. Subscriber acknowledges that signals which are transmitted over cellular networks, telephone lines, internet, VOIP, or other modes of communication pass through communication networks which are beyond the control of ALARM COMPANY and are not maintained by ALARM COMPANY, except ALARM COMPANY may own the radio network, and therefore ALARM COMPANY shall not be responsible for any equipment failure which prevents transmission signals from reaching the Monitoring Center or damages arising as a result thereof, or for data corruption, theft or viruses to Subscriber's computers if connected to the PERS System communication equipment. ALARM COMPANY may, without prior notice, suspend or terminate its services, in ALARM COMPANY'S sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's system is sending false signals, without relieving Subscriber's obligation to make payments required in this agreement. Upon suspension or termination of services ALARM COMPANY will notify Subscriber of such termination and the balance owed by Subscriber for the term of this agreement. ALARM COMPANY is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or by text message to Subscriber's cell phone. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by ALARM COMPANY.

**SUBSCRIBER ACKNOWLEDGES THAT ALARM COMPANY PROVIDES NO RESPONSE TO A PERS SYSTEM SIGNAL OTHER THAN NOTIFICATION TO THE APPROPRIATE PARTY, AND THAT THE PROVISIONS OF THIS AGREEMENT EXCULPATING AND LIMITING ALARM COMPANY'S LIABILITY ARE FULLY APPLICABLE TO THE PERS SYSTEM SERVICE.**

Subscriber to Initial: \_\_\_\_\_

**10. LIMITED WARRANTY:** In the event that any part of the PERS System becomes defective, or in the event that any repairs are required, ALARM COMPANY agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of One Year from the date of installation or commencement of services or during the Extended Warranty period if Subscriber has selected that coverage. ALARM COMPANY reserves the option to either replace or repair the PERS equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. ALARM COMPANY is not the manufacturer of the equipment and other than ALARM COMPANY'S limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, ALARM COMPANY makes no express**

warranties as to any matter whatsoever, including but not limited to, the condition of the equipment, its merchantability, or its fitness for any particular purpose and ALARM COMPANY shall not be liable for consequential damages. ALARM COMPANY does not represent nor warrant that the PERS may not be compromised or circumvented, or that the system will prevent any loss; or that the system will in all cases provide the protection for which it is designed. **ALARM COMPANY expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than ALARM COMPANY. ALARM COMPANY shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by ALARM COMPANY shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on ALARM COMPANY's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that ALARM COMPANY has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for ALARM COMPANY's breach of this agreement or negligence to any degree under this agreement is to require ALARM COMPANY to repair or replace, at ALARM COMPANY's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to the Extended Warranty Option if selected by Subscriber in paragraph 4(c) of this agreement. Except for ALARM COMPANY repairs under the Warranty and Extended Warranty it is Subscriber's responsibility to maintain the PERS system in working order and Subscriber remains liable for all payments under this Lease notwithstanding the operation of the PERS system. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, ALARM COMPANY will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

**11. SUBSCRIBER'S CARE OF EQUIPMENT / REPAIRS AND ADDITIONS:** If ALARM COMPANY has provided hardware, Subscriber agrees not to tamper with, or otherwise interfere with the PERS System. Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of damage caused by, misuse, negligent care, water, insects, vermin, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by ALARM COMPANY without additional charge during the Warranty or Extended Warranty period. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in the Warranty and will be repaired or replaced at Subscriber's expense. ALARM COMPANY's obligation to repair or replace any device does not extend past ALARM COMPANY's warranty for the device. ALARM COMPANY has no control over the hardware device the Subscriber installs the APP software on, the device's operating system, security settings, changes made by common carriers, or other software programs that might conflict with or cause the ALARM COMPANY APP not to operate or perform as designed. ALARM COMPANY's sole responsibility is to attempt to resolve any reported software issues within a reasonable amount of time. ALARM COMPANY is not liable for any losses caused by software incompatibility issues. Subscriber agrees to report any discovered software issues to ALARM COMPANY as soon as practical. Subscriber is responsible to return the leased equipment to ALARM COMPANY in working order upon expiration of this lease.

**12. TELEPHONE SERVICE MAY BE NECESSARY AND SUBSCRIBER'S RESPONSIBILITY:** If ALARM COMPANY has provided a base unit with transmitter which is installed or placed in Subscriber's premises in a fixed location and designed to communicate by telephone or high speed Internet VoIP, Subscriber agrees that it is Subscriber's responsibility to provide appropriate communication pathways. ALARM COMPANY has no control over these pathways and no responsibility for communication failure. Subscriber agrees not to tamper with or otherwise interfere with the PERS System. Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of damage caused by misuse, negligent care, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by ALARM COMPANY without additional charge. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. ALARM COMPANY's obligation to repair or replace any device does not extend past ALARM COMPANY's warranty for the device. ALARM COMPANY has no control over the Subscriber owned hardware device the Subscriber installs the APP software on, the device's operating system, security settings, changes made by common carriers, or other software programs that might conflict with or cause the APP not to operate or perform as designed. ALARM COMPANY's sole responsibility is to attempt to resolve any reported software issues within a reasonable amount of time. ALARM COMPANY is not liable for any losses caused by software incompatibility issues. Subscriber agrees to report any discovered software issues to ALARM COMPANY as soon as practical.

**13. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, and or high speed Internet, as deemed necessary by ALARM COMPANY or PERS System equipment manufacturer.

**14. SELF-INSTALLATION:** ALARM COMPANY will provide telephone assistance to Subscriber to assist Subscriber with the installation of ALARM COMPANY's device or Software APP. ALARM COMPANY has no liability for the installation. Under no circumstances will ALARM COMPANY repair Subscriber's Internet connected device unless provided by ALARM COMPANY.

**15. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** If this agreement requires ALARM COMPANY to install equipment, ALARM COMPANY shall not be liable for any damage or loss, economic or non-economic, sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including ALARM COMPANY's negligence or failure to perform any obligation. The pricing to be paid by Subscriber in this agreement is based on current pricing by ALARM COMPANY's suppliers and vendors. In view of supply shortage and inflation Subscriber agrees to pay any increase for equipment or services to ALARM COMPANY by ALARM COMPANY's suppliers and vendors in connection with equipment and services to be provided by ALARM COMPANY to Subscriber. ALARM COMPANY will notify Subscriber of any such increase, and Subscriber shall have the option of paying the increase or selecting alternative equipment and services, if available, for the prices set forth in this agreement.

**16. TESTING AND REPAIR SERVICE OF PERS:** The parties agree the equipment, once delivered, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the PERS System and to notify ALARM COMPANY if it is in need of repair or replacement. During the warranty period ALARM COMPANY shall service or replace the equipment only if returned by the Subscriber to ALARM COMPANY at ALARM COMPANY's address. If ALARM COMPANY fails to repair or replace the PERS equipment within 14 days after receipt of the equipment and notice, Subscriber shall not be obligated to pay any amount for service from date said written notice and equipment is delivered to ALARM COMPANY, until the PERS System is restored to working order unless ALARM COMPANY determines that the equipment is operational and the system failure was electrical, telephone or communication service related at Subscriber's premises, in which event Subscriber shall pay ALARM COMPANY's cost of shipping and inspection charge of \$125.00. If this agreement calls for self-installation, Subscriber is responsible for installing and activating the PERS System and ensuring that the PERS System communicates with the designated Monitoring Center and that the PERS System remains operational so that upon activation signals are communicated to the designated Monitoring Center.

If ALARM COMPANY has installed the PERS systems at Subscriber's premises, the Warranty Service is pursuant to paragraphs 4c, 10, 11 and 16 and ALARM COMPANY shall not be required to service the PERS equipment unless it has received notice from Subscriber, and upon such notice, ALARM COMPANY shall, during the warranty period, service the PERS equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the PERS equipment and to advise ALARM

COMPANY of any defect, error or omission in the PERS equipment. In the event Subscriber complies with the terms of this agreement and ALARM COMPANY fails to repair the PERS equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the PERS equipment is in need of repair to ALARM COMPANY, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the PERS equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the PERS equipment is in issue, the Subscriber shall be precluded from raising the issue that the PERS equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by ALARM COMPANY, evidencing that warranty service was requested by Subscriber.

**17. TERMINATION IN THE EVENT OF DEATH AND EARLY TERMINATION RIGHTS:** This agreement and Subscriber's payment obligations shall terminate upon Subscriber's death and Subscriber may have other reasons to terminate this agreement early. See the Notice of Cancellation Rights below for additional basis to terminate this agreement early.

**18. ASSIGNMENT / WAIVER OF SUBROGATION:** Subscriber shall not be permitted to assign this agreement without written consent of ALARM COMPANY which shall not unreasonably be withheld. Any such assignment without prior approval shall be deemed a breach of this agreement. ALARM COMPANY shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against ALARM COMPANY or ALARM COMPANY's subcontractors arising out of this agreement, the relation of the parties, or extra-contractual duty.

**19. INDEMNITY: SUBSCRIBER AGREES TO DEFEND, ADVANCE EXPENSES FOR LITIGATION AND ARBITRATION, INCLUDING INVESTIGATION, LEGAL AND EXPERT WITNESS FEES, INDEMNIFY AND HOLD HARMLESS ALARM COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS, FROM AND AGAINST ALL CLAIMS, LAWSUITS, INCLUDING THOSE BROUGHT BY THIRD-PARTIES OR BY SUBSCRIBER, INCLUDING REASONABLE ATTORNEYS' FEES AND LOSSES, ASSERTED AGAINST AND ALLEGED TO BE CAUSED BY ALARM COMPANY'S PERFORMANCE, NEGLIGENCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER OR IN FURTHERANCE OF THIS AGREEMENT. PARTIES AGREE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT.**

**SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN INDEMNITY CLAUSE.**

Subscriber to Initial: \_\_\_\_\_

**20. TERMINATION OF AGREEMENT AND SERVICES:** Upon termination of this agreement ALARM COMPANY shall be permitted to discontinue all monitoring service.

**21. LEGAL ACTION / TERMINATION OF SERVICES NOTIFICATION / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by ALARM COMPANY, the payments to be made by the Subscriber for the term of this agreement form an integral part of ALARM COMPANY's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix ALARM COMPANY's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to ALARM COMPANY within 10 days of the date such payment is due Subscriber shall be liable for any unpaid charges to date of default and the balance of all payments for the entire term shall immediately become due and payable and Subscriber shall be liable for 80% thereof as LIQUIDATED DAMAGES and ALARM COMPANY shall be permitted to terminate all its services under this agreement without relieving Subscriber of any obligation herein including but not limited to terminating monitoring service. Within 10 days of termination of this agreement Subscriber agrees, at Subscriber's expense, to return the leased equipment to ALARM COMPANY in working order. In the event the equipment is not received by ALARM COMPANY within 20 days of termination of this agreement then Subscriber shall be liable to ALARM COMPANY for the agreed value of the equipment in addition to any damages and LIQUIDATED DAMAGES provided for herein. Upon suspension or termination of services ALARM COMPANY will notify Subscriber of such termination. ALARM COMPANY is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone.

**SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.**

Subscriber to Initial: \_\_\_\_\_

**SUBSCRIBER MAY BRING CLAIMS AGAINST ALARM COMPANY ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT [WWW.ARBITRATIONSERVICESINC.COM](http://WWW.ARBITRATIONSERVICESINC.COM) AND THE FEDERAL ARBITRATION ACT (FAA), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video or submission of papers. A party requesting in-person discovery, in-person hearing or a transcript of the discovery proceeding or hearing, shall pay for the cost of such transcript and arbitrator fees charged in connection with the discovery request and in-person hearing, which may be allocated among the parties by the arbitrator in the final award. By agreeing to this arbitration provision the parties waive their right to a trial before a judge or jury, waive their right to appeal the arbitration award and waive their right to participate in a class action. In the event of any litigation between the parties they waive the right to a jury trial unless prohibited by law. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Florida, except for arbitration which is governed by the FAA and the arbitration rules. The parties are engaged in interstate commerce and the FAA and arbitration rules shall govern, notwithstanding any state law to the contrary. Any action or arbitration between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. The prevailing party in any litigation or arbitration is entitled to recover its legal fees, costs and disbursements so that the party is made whole from the other party. In the event a party commences a proceeding to confirm an arbitration award, the prevailing party shall be entitled to attorney fees, costs and disbursements for such proceeding. All actions, arbitration or proceedings by either party must be based on the provisions of this agreement and any other action that Subscriber may have or bring against ALARM COMPANY in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.**

**SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.**

Subscriber to Initial: \_\_\_\_\_

**22. ADDITIONAL PAYMENTS:** In addition to the payments set forth herein, Subscriber agrees to be liable for and pay to ALARM COMPANY any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon ALARM COMPANY because of this agreement. Should ALARM COMPANY be required by existing or here after enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement

Subscriber agrees to pay ALARM COMPANY for such service or material.

**23. FALSE ALARMS / PERMIT FEES / WITNESS FEES:** Subscriber is responsible for all permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse ALARM COMPANY for any fees or fines relating to permits or false alarms. ALARM COMPANY shall have no liability for permit fees, false alarms, false alarm fines, police, medical EMT or fire response, any damage to personal or real property or personal injury caused by EMT, police, fire department or any other responders response to emergency conditions, whether false alarm or otherwise, or the refusal of the police, medical, EMT, or fire department to respond or the manner in which police or fire department responds. In the event of termination of police medical, fire, or EMT response service this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should ALARM COMPANY be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ALARM COMPANY for such service or material. ALARM COMPANY shall have no liability for police, fire, medical or EMT non-response, response, or any damage to person or property in connection with any emergency condition reported by ALARM COMPANY or its designated Monitoring Center in response to a signal received from Subscriber's PERS. In the event Subscriber or any third party subpoenas or summons ALARM COMPANY requiring any services or appearances, Subscriber agrees to pay ALARM COMPANY \$150 per hour for such services and appearances. Subscriber shall reimburse ALARM COMPANY for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

**24. ALARM COMPANY'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that ALARM COMPANY is authorized and permitted to subcontract any services to be provided by ALARM COMPANY to third parties who may be independent of ALARM COMPANY and that ALARM COMPANY shall not be liable for any loss, damage or injury sustained by Subscriber by reason of any other cause whatsoever caused by the negligence of third parties, except that ALARM COMPANY shall not obligate Subscriber to make any payments to such third parties. Subscriber appoints ALARM COMPANY to act as Subscriber's agent with respect to such third parties, Subscriber acknowledges that this agreement, and particularly those paragraphs relating to ALARM COMPANY's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of ALARM COMPANY.

**25. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY:** ALARM COMPANY does not represent nor warrant that the PERS System will prevent any loss, damage or injury, or that the PERS System will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that ALARM COMPANY is not an insurer, and that Subscriber assumes all risk for loss or injury to Subscriber's property or person. **ALARM COMPANY has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use.** Subscriber's exclusive remedy for ALARM COMPANY's default hereunder is to require ALARM COMPANY to repair or replace, at ALARM COMPANY's option, any equipment or part of the PERS System which is non-operational. Except for services provided pursuant to this agreement, Subscriber agrees to look to manufacturer's warranty for any equipment warranty. ALARM COMPANY has no control over the hardware device the Subscriber installs the APP software on, the device's operating system, or other software programs that might conflict with or cause the ALARM COMPANY APP not to operate or perform as designed. ALARM COMPANY's sole responsibility is to attempt to resolve any reported software issues within a reasonable amount of time. ALARM COMPANY is not liable for any losses caused by software incompatibility issues. Subscriber agrees to report any discovered software issues to ALARM COMPANY as soon as practical.

**26. EXCULPATORY CLAUSE:** ALARM COMPANY is not an insurer and no insurance coverage is offered herein. The equipment and ALARM COMPANY's services are designed to detect and reduce certain risks of loss, though ALARM COMPANY does not guarantee that no loss or damage will occur. ALARM COMPANY is not assuming liability, and, therefore, Subscriber agrees ALARM COMPANY, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue ALARM COMPANY, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury, death or property damage sustained by Subscriber or others as a result of equipment failure, human error or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by ALARM COMPANY's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

**27. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR ALARM COMPANY'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ALARM COMPANY AS A RESULT OF ALARM COMPANY'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF ALARM COMPANY'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT ALARM COMPANY'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE ALARM COMPANY'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH ALARM COMPANY'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, ALARM COMPANY'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.**

**SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN EXCULPATORY CLAUSE, AND LIMITATION OF LIABILITY PROVISION.**

**Subscriber to Initial:** \_\_\_\_\_

**28. NOTE ABOUT EXTRA DEVICES:** Extra devices for remote activation of the PERS System which are ordered after this agreement is executed or not included in the description of equipment will be deemed part of the equipment described in this agreement and governed as if part of the system and equipment sold pursuant to this agreement.

**29. MODIFICATION OF CALL LIST:** The Subscriber may change the Call List in writing provided to and acknowledged by ALARM COMPANY.

**30. PERSONAL MEDICAL DISCLOSURE AUTHORIZATION:** Any medical or other personal information provided by Subscriber to ALARM COMPANY may be disclosed by ALARM COMPANY to any police, fire, EMT personnel or medical personnel, (First Responders) or anyone on Subscriber's Call List requesting same. ALARM COMPANY DOES NOT RESPOND TO SUBSCRIBER'S LOCATION AND DOES NOT PROVIDE ANY MEDICAL OR EMERGENCY ADVICE. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER CANNOT RELY ON ANY STATEMENT OR ASSURANCES BY MONITORING CENTER OPERATORS WHO CONTACT SUBSCRIBER IN RESPONSE TO A SIGNAL AND ANY

STATEMENTS ARE INTENDED TO CALM SUBSCRIBER DURING AN EMERGENCY SITUATION.

**31. FAIR CREDIT REPORTING ACT:** In compliance with the Fair Credit Reporting Act ("FCRA"), the Subscriber hereby authorizes ALARM COMPANY to obtain a consumer credit report. Subscriber has the right, by contacting the provider of this information, to dispute the information on the report or request additional disclosures as provided under Section 606 of the FCRA. Written request must be given from the Subscriber to ALARM COMPANY to request additional credit information. Subscriber releases all persons involved in the credit investigation from liability in connection with such investigation.

**32. FULL AGREEMENT/SEVERABILITY:** This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**33. SPECIFIC STATE PROVISIONS:** Some states do not permit certain provisions in this agreement. Specific state provisions are noted below and modify provisions above for consumers in those states.

Additional statutory protections may apply to Subscriber [sometimes referred to as Buyer] depending on the State in which Subscriber is located. Please review your state's additional statutory protections below:

**Alabama:**

See paragraph 21: LEGAL ACTION: LIMITING THE STATUTORY LIMITATION PERIOD is prohibited by law.

**Required Disclosure:** Obligations of the provider under this service contract are backed by the full faith and credit of the provider

**Alabama Alarm License:** Any complaint Subscriber may have against the ALARM COMPANY may be directed to the Alabama Electronic Security Board of Licensure at 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 or (334) 264-9388.

**Arkansas:**

ARKANSAS CODE SECTION 4-89-102(2)(I): In compliance with Arkansas Code Section 4-89-102(2)(I), Subscriber hereby acknowledges that ALARM COMPANY has clearly and conspicuously disclosed to Subscriber, both orally and in writing, the following regarding this contract: (1) the total cash price, (2) the down payment, if applicable, (3) the unpaid balance of the cash price, (4) the number, amount, and due dates of payments necessary to pay the unpaid balance in full, and (5) an accurate description of the goods or services purchased.

**Subscriber to Initial:** \_\_\_\_\_

**Required Disclosure:** Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy.

**California:**

California Alarm License: Alarm company operators are licensed and regulated by the California Bureau of Security and Investigative Services ("BSIS"), Department of Consumer Affairs. The address and contact information for BSIS is: P.O. Box 2600, Sacramento, CA 95825; (800) 321-2752.

See paragraph 21: LEGAL ACTION: WAIVING TRIAL BY JURY is prohibited by law. This contract does not waive trial by jury in California.

**See paragraph 21: LEGAL ACTION / EARLY TERMINATION: IF SUBSCRIBER DECIDES TO TERMINATE BEFORE THE END OF THE TERM AND WITHOUT ANY STATUTORY RIGHT OF CANCELLATION, SUBSCRIBER MAY DO SO BY PAYING ANY AMOUNT SUBSCRIBER OWES AT THAT TIME PLUS AN EARLY TERMINATION FEE EQUAL TO 80% OF THE BALANCE OF ALL PAYMENTS FOR THE ENTIRE TERM OF THIS AGREEMENT, AND ALARM COMPANY SHALL BE PERMITTED TO TERMINATE ALL ITS SERVICES, INCLUDING BUT NOT LIMITED TO TERMINATING MONITORING SERVICE UNDER THIS AGREEMENT AND TO REMOTELY RE-PROGRAM OR DELETE ANY PROGRAMMING WITHOUT RELIEVING SUBSCRIBER OF ANY OBLIGATION HEREIN. SUBSCRIBER AGREES THAT THE EARLY TERMINATION FEE IS FAIR BASED UPON THE EXPENSES INCURRED BY ALARM COMPANY IN PROVIDING SUBSCRIBER WITH ALARM EQUIPMENT AND SERVICES, ITS COSTS, AND ANTICIPATED PROFITS. SUBSCRIBER WILL ALSO RETURN, AT SUBSCRIBER'S EXPENSE, WITHIN 10 DAYS OF TERMINATION OF THIS LEASE, ALL LEASED EQUIPMENT TO ALARM COMPANY OR SHALL BE LIABLE FOR THE AGREED VALUE OF SUCH EQUIPMENT.**

See Paragraph 21: LEGAL ACTION / EARLY TERMINATION: Any action between the parties must be commenced within four years of the accrual of the cause of action or shall be barred. Limiting the statute of limitations for consumer leases is not permitted under CA law. The statute of limitations for breach of a consumer lease is 4 years. See Cal.Com.Code § 10506(a).

**PROPOSITION 65 WARNING: EQUIPMENT AND PACKAGING MAY CONTAIN COMPONENTS CONTAINING CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.**

**Connecticut:**

See paragraph 21: LEGAL ACTION: Attorney's Fees: Subscriber shall pay ALARM COMPANY's legal fees in an amount equal to 15% of the judgment:

See paragraph 21: See paragraph 21: LEGAL ACTION: LIQUIDATED DAMAGES: Subscriber must acknowledge that this contract contains a liquidated damages provision by initialing in the space provided after paragraph 21.

**Florida:**

See paragraph 21: LEGAL ACTION: LIMITING THE STATUTORY LIMITATION PERIOD is prohibited by law.

**Georgia:**

See paragraph 21: LEGAL ACTION: WAIVING TRIAL BY JURY is prohibited by law. This contract does not waive trial by jury in Georgia.

**Hawaii:**

See paragraph 4(c): LEASE AND OTHER CHARGES: Extended Warranty Option: Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

SUBSCRIBER FURTHER ACKNOWLEDGES THAT COMPANY HAS PROVIDED ALL REQUIRED DISCLOSURES PURSUANT TO HAWAII ADMINISTRATIVE RULE §16-77-79.

**Idaho:**

See paragraph 21: LEGAL ACTION: LIMITING STATUTORY LIMITATION PERIOD is prohibited by law in Idaho.

**Kentucky:**

See paragraph 9: PERS SYSTEM MONITORING CENTER SERVICES: YOU, THE SUBSCRIBER, HAVE THE OPTION TO DESIGNATE IN THIS AGREEMENT A 911 CENTER, PUBLIC SAFETY ANSWERING POINT, OR COMMUNICATIONS CENTER AS THE PRIMARY RESPONDER. YOU, THE SUBSCRIBER HEREBY ACKNOWLEDGE READING THIS DISCLOSURE STATEMENT.

**Subscriber to initial:** \_\_\_\_\_

See paragraph 9: PERS SYSTEM MONITORING CENTER SERVICES: SUBSCRIBER ACKNOWLEDGES THAT ALARM COMPANY PROVIDES NO RESPONSE TO A PERS SYSTEM SIGNAL OTHER THAN NOTIFICATION TO THE APPROPRIATE PARTY, AND THAT THE PROVISIONS OF THIS AGREEMENT EXCULPATING AND LIMITING ALARM COMPANY'S LIABILITY ARE FULLY APPLICABLE TO THE PERS SYSTEM SERVICE.

**Subscriber to Initial:** \_\_\_\_\_

**Louisiana:**

See paragraph 26: EXCULPATORY CLAUSE: Does not apply to liability damages for causing physical injury.

**Maine:**

See paragraphs 10, 18,19, 21, 25, 26, and 27: Nothing in this Agreement shall exclude or modify any implied warranties of merchantability and fitness for a particular purpose or exclude or modify Subscriber's remedies for breach of those warranties.

See paragraph 4(c): LEASE AND OTHER CHARGES: Extended Warranty Option: Obligations of the provider under this service contract are backed by the full faith and credit of the provider and are not guaranteed under a service contract reimbursement insurance policy.

**Massachusetts:**

See paragraph 4(c): LEASE AND OTHER CHARGES: Extended Warranty Option: Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

**Michigan:**

If performance of this contract is interrupted because of a strike or work stoppage at the ALARM COMPANY's place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.

**Minnesota:**

See paragraph 4 a-c: **The total price of this Agreement is \$ \_\_\_\_\_.**

See paragraph 25: **OTHER THAN COMPANY'S LIMITED WARRANTY IN PARAGRAPH 10, SUBSCRIBER AGREES THAT THE SYSTEM IS BEING LEASED ON A "WITH ALL FAULTS BASIS" AND SUBSCRIBER ACKNOWLEDGES THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SYSTEM IS WITH THE SUBSCRIBER.**

See paragraph 4(c): LEASE AND OTHER CHARGES: Extended Warranty Option: Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

**Mississippi:**

See paragraph 21: LEGAL ACTION: LIMITING STATUTORY LIMITATION IS PROHIBITED.

**Montana:**

See paragraph 4(c): **PURCHASE AND OTHER CHARGES: Extended Warranty Option: Obligations of the provider under this service contract are backed by the full faith and credit of the provider.**

See paragraph 21: LEGAL ACTION: LIMITING STATUTORY LIMITATION PERIOD is prohibited by law in Montana.



See paragraph 26: EXCULPATORY CLAUSE: Does not apply to personal injury damages.

**Nevada:**

See paragraph 21: The parties submit to the jurisdiction and laws of Nevada.

See paragraphs 19 and 26: **CERTAIN PROVISIONS CONTAINED IN THIS AGREEMENT WHICH REQUIRE THE BUYER TO INDEMNIFY OR RELIEVE ALARM COMPANY FROM ANY LIABILITY MAY NOT BE ENFORCEABLE PURSUANT TO NEV. REV. STAT. 97B.120, AND TO THE EXTENT THAT ANY SUCH PROVISIONS ARE DEEMED UNENFORCEABLE, THEY SHALL BE STRICKEN FROM THIS AGREEMENT.**

**New Hampshire:**

See paragraph 25: Other than company's limited warranty contained in paragraph 10, the Buyer agrees that the system is being sold on a "with all faults" basis and that the entire risk as to quality and performance of the system is with the buyer; and if the system proves defective after purchase, the buyer, not the manufacturer, distributor or retailer, shall assume the entire cost of all necessary servicing or repair.

**New Jersey:**

See paragraph 21: **LEGAL ACTION / TERMINATION OF SERVICES NOTIFICATION / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:**

**LIQUIDATED DAMAGES:** The parties agree that due to the nature of the services to be provided by ALARM COMPANY, the payments to be made by the Subscriber for the term of this agreement form an integral part of ALARM COMPANY's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix ALARM COMPANY's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to ALARM COMPANY, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and ALARM COMPANY shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. Within 10 days of termination of this agreement Subscriber agrees, at Subscriber's expense, to return the leased equipment to ALARM COMPANY in working order. In the event the equipment is not received by ALARM COMPANY within 20 days of termination of this agreement then Subscriber shall be liable to ALARM COMPANY for the agreed value of the equipment in addition to any damages and LIQUIDATED DAMAGES provided for herein. In the event of such termination of services ALARM COMPANY will notify Subscriber, and ALARM COMPANY is authorized to notify Subscriber by sending a text message to Subscriber's cell phone, which notice of termination of services shall be deemed sufficient notice for all purposes.

**SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.**

**SUBSCRIBER TO INITIAL:** \_\_\_\_\_

**DISPUTES:** ANY DISPUTE BETWEEN THE PARTIES, INCLUDING A DISPUTE ARISING FROM THIS AGREEMENT, CLAIMS PURSUANT TO STATUTE, AND/OR ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION. IF SELECTED BY ANY PARTY, ARBITRATION SHALL PROCEED BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES, INC. IF SELECTED BY ANY PARTY, ARBITRATION SHALL PROCEED PURSUANT TO ARBITRATION SERVICES, INC.'S ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement and shall on request of a party, conduct proceedings by telephone, video, submission of papers, or in-person hearing. BY AGREEING TO THIS ARBITRATION PROVISION THE PARTIES ARE WAIVING THEIR RIGHT TO A TRIAL BEFORE A JUDGE OR JURY, THEIR RIGHT TO APPEAL THE ARBITRATION AWARD, AND THEIR RIGHT TO PARTICIPATE IN A CLASS ACTION.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action or arbitration proceeding commenced by ALARM COMPANY against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. **SUBSCRIBER MAY BRING CLAIMS AGAINST ALARM COMPANY ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of New Jersey, except for arbitration, which is governed by the Federal Arbitration Act and Arbitration Services, Inc.'s Arbitration Rules at www.ArbitrationservicesInc.Com. Any litigation or arbitration between the parties shall be commenced and maintained in the county where ALARM COMPANY's principal place of business is located, unless a party elects arbitration by Arbitration Services Inc. via telephone or video conference. **THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN THEM.** Any action or arbitration proceeding between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action or proceeding that Subscriber may have or bring against ALARM COMPANY in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

**SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO A JURY TRIAL OR TRIAL IN A COURT OF LAW, RIGHT TO COUNTERCLAIM, AND OTHER RIGHTS.**

**SUBSCRIBER TO INITIAL:** \_\_\_\_\_

**FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.**

**ALARM COMPANY's proof of general liability insurance (Declaration of Insurance) is attached hereto. Telephone number of insurance carrier is ( ) \_\_\_\_\_.**

**Required Disclosure: Obligations of the provider under this service contract are backed by the full faith and credit of the provider.**

**READ THIS AGREEMENT CAREFULLY. IT MAY LIMIT CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. IT ALSO CONTAINS EXCULPATORY AND LIMITATION OF LIABILITY PROVISIONS. FOR MORE INFORMATION, PLEASE SEE SECTIONS 18, 19, 21, 26 AND 27.**

**North Carolina:**

See paragraph 21: **LEGAL ACTION:** ALARM COMPANY shall provide notification to Subscriber by verified personal service or certified mail at least 10 days prior to cessation of the service(s). This provision shall not apply to Subscriber's initiated action to terminate or upon Subscriber's relocation.

See paragraph 21: LEGAL ACTION: WAIVING TRIAL BY JURY is prohibited by law. This contract does not waive trial by jury in North Carolina.

See Paragraph 18: ASSIGNMENTS /WAIVER OF SUBROGATION: ALARM COMPANY MUST GIVE WRITTEN NOTICE TO SUBSCRIBER IDENTIFYING THE NEW PROVIDER'S NAME, ADDRESS AND TELEPHONE NUMBER.

**North Dakota:**

See paragraph 21: LEGAL ACTION: LIMITING STATUTORY LIMITATION PERIOD is prohibited by law in North Dakota.

ELECTRONIC CONTRACT REQUIREMENTS CLAUSE: Subscriber acknowledges that they have agreed to conduct a transaction by electronic means. Subscriber acknowledges that any laws of the State requiring ALARM COMPANY to provide, send or deliver information in writing to the Subscriber are satisfied upon Subscriber's receipt of the agreement in such a form allowing Subscriber to print and/or save the agreement electronically.

**Oklahoma:**

See paragraph 5: TERM OF AGREEMENT: RENEWALS: Subscriber must acknowledge that this agreement does NOT contain an early termination clause applicable to MILITARY PERSONNEL by initialing in the space provided after paragraph 5.

Oklahoma Administrative Code 380:75-3-3: **The term of this agreement shall be for a period of 36 months and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. The total cost of the five year term under this agreement, including purchase price and services under paragraphs 2, 4(a) – (c), is \$ \_\_\_\_\_.**

59 Oklahoma Statutes Section 1800.18: **Subscriber has the right to give non-renewal notice without additional cost or penalty.**

See paragraph 21: LEGAL ACTION: WAIVING TRIAL BY JURY in civil cases is permitted only **where the amount in controversy is \$1,500 or less.**

See paragraph 21: LEGAL ACTION: LIMITING STATUTORY LIMITATION PERIOD is prohibited by law in Oklahoma.

Oklahoma Administrative Code 380:75-3-3:

**Address Receiving Services:** \_\_\_\_\_.

**Oregon:**

See paragraph 5: TERM OF AGREEMENT / RENEWAL: **The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term.**

ALARM COMPANY's toll-free telephone number: \_\_\_\_\_ email address: \_\_\_\_\_ and post office address: \_\_\_\_\_

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AUTOMATIC RENEWAL CLAUSE WHICH CAN BE CANCELED BY EITHER PARTY GIVING WRITTEN NOTICE TO THE OTHER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OF THEIR INTENTION NOT TO RENEW AT LEAST 30 DAYS PRIOR TO THE EXPIRATION OF ANY TERM.

ELECTRONIC CONTRACT REQUIREMENTS CLAUSE: Subscriber acknowledges that they have agreed to conduct a transaction by electronic means. Subscriber acknowledges that any laws of the State requiring ALARM COMPANY to provide, send or deliver information in writing to the Subscriber are satisfied upon Subscriber's receipt of the agreement in such a form allowing Subscriber to print and/or save the agreement electronically.

**Pennsylvania:**

See paragraph 5: **TERM OF AGREEMENT: THE TERM OF THE MONITORING PART OF THIS AGREEMENT SHALL BE FOR A PERIOD OF 60 MONTHS AND SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE PERIODS OF 60 MONTHS UNDER THE SAME TERMS AND CONDITIONS UNLESS SUBSCRIBER CHOOSES NOT TO RENEW THIS AGREEMENT AND SENDS ALARM COMPANY WRITTEN NOTICE OF NON-RENEWAL BY FIRST CLASS MAIL POSTMARKED NO LATER THAN THREE BUSINESS DAYS PRIOR TO ANY RENEWAL, TIME BEING OF THE ESSENCE. ALARM COMPANY SHALL NOTIFY SUBSCRIBER OF THE AUTOMATIC RENEWAL AND SUBSCRIBER'S OPTION TO CANCEL SUCH RENEWAL BY MAIL NOT EARLIER THAN TWENTY DAYS AND NOT LATER THAN TEN DAYS PRIOR TO THE DATE OF ANY SUCH RENEWAL.**

RIGHT OF RESCISSION: Subscriber, except as provided in the provisions of section 7 of the Unfair Trade Practices and Consumer Protection Law, shall be permitted to rescind the contract without penalty regardless of where the contract is signed, within three business days of the date of signing.

**South Carolina:**

See paragraph 21: LEGAL ACTION: LIMITING STATUTORY LIMITATION PERIOD is prohibited by law in South Carolina.

**South Dakota:**

See paragraph 19: LEGAL ACTION: LIMITING STATUTORY LIMITATION PERIOD is prohibited by law in South Dakota.

**Texas**

See Paragraph 10: LIMITED WARRANTY

(c) Consequential damages may be limited or excluded unless the limitation or exclusion is unconscionable. Limitation of consequential damages for injury to the person in the case of consumer goods is prima facie unconscionable but limitation of damages where the loss is commercial is not.

See paragraph 4(c): LEASE AND OTHER CHARGES: Extended Warranty Option: Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

See paragraph 19: LEGAL ACTION / TERMINATION OF SERVICES NOTIFICATION / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: **The parties submit to the jurisdiction and laws of Florida, except for arbitration which is governed by the FAA and the arbitration rules.**

**Vermont:**

See paragraph 21: LEGAL ACTION: LIMITING STATUTORY LIMITATION PERIOD is prohibited by law in Vermont.

See paragraph 21: LEGAL ACTION: ACKNOWLEDGMENT OF ARBITRATION. See separate rider

**See Paragraphs 4(c), 10 and 25: WARRANTY: There are no warranties which extend beyond the description on the face hereof.**

**Virginia:**

See paragraph 5: **CONTAINS AN AUTOMATIC RENEWAL CLAUSE AND THIS CONTRACT WILL RENEW UNLESS CANCELLED BY EITHER PARTY PRIOR TO RENEWAL PERIOD. BUYER MAY CANCEL A RENEWAL PERIOD BY EMAILING TO THE ADDRESS IN PARAGRAPH 5 OR CALLING TOLL FREE AT THE NUMBER PROVIDED IN PARAGRAPH 5 PRIOR TO THE RENEWAL PERIOD. COMPANY'S POSTAL ADDRESS IS: \_\_\_\_\_.**

See paragraph 21: LEGAL ACTION /LIQUIDATED DAMAGES (See VA Code 11-4.3)

This provision modifies paragraph 21:

In the event Subscriber defaults in any payment or charges to be paid to ALARM COMPANY, **unless Subscriber makes such past-due payment, together with any late-fees within ten (10) days of the date on which the unpaid installment was due**, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and ALARM COMPANY shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

See paragraph 26: EXCULPATORY CLAUSE: Does not apply to personal injury damages.

See paragraph 27: LIMITATION OF LIABILITY: Consequential damages may be limited or excluded unless the limitation or exclusion is unconscionable. Limitation of consequential damages for injury to the person in the case of consumer goods is prima facie unconscionable but limitation of damages where the loss is commercial is not.

**West Virginia:**

**See paragraphs: 10 and 25: Nothing in this Agreement shall exclude or modify any implied warranties of merchantability and fitness for a particular purpose.**

**Washington D.C.:**

**SUBSCRIBER ACKNOWLEDGES THAT D.C. CODE § 7-2806 AND OTHER LAWS ARE APPLICABLE TO THE USE OF ALARMS IN THE DISTRICT OF COLUMBIA, THAT ALARM COMPANY PROVIDED ORAL AND WRITTEN INSTRUCTIONS ON THE PROPER CARE AND USE OF THE ALARM SYSTEM AND PROVIDED WRITTEN WARRANTIES FROM MANUFACTURERS OF INSTALLED EQUIPMENT.**

**NOTICE TO BUYER: DO NOT SIGN THIS BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE PAPER YOU SIGN. YOU HAVE THE RIGHT TO PAY IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE TIME PRICE DIFFERENTIAL. BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION. [This provision required in Georgia.]**

**THIS CONTRACT MAY LIMIT CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. IT ALSO CONTAINS EXCULPATORY AND LIMITATION OF LIABILITY PROVISIONS. FOR MORE INFORMATION, PLEASE SEE SECTIONS 18, 19, 21, 26, and 27. [This provision required in New Jersey.]**

**DO NOT SIGN THIS AGREEMENT IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS TO THE EXTENT OF THEN AVAILABLE INFORMATION ARE LEFT BLANK. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT. YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN SO DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF THE UNEARNED FINANCE AND INSURANCE CHARGES. IT SHALL NOT BE LEGAL FOR ALARM COMPANY TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED UNDER THIS AGREEMENT. [This provision required in Arizona and North Dakota.]**

**NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT BEFORE READING THE SAME OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT. UNDER THE PRESENT LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE BALANCE OWED UNDER THE CONTRACT. IN THOSE CASES THE PRINCIPAL OWED AS OF THE DATE OF PAYMENT, PLUS ANY BALANCE TO COVER CHARGES OR INTEREST ACCRUED TO THAT DATE, SHALL BE CANCELLED. [This provision required in Puerto Rico.]**

**CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT. READ THIS AGREEMENT CAREFULLY.**

**I HAVE READ ALL THE PROVISIONS THAT PERTAIN TO MY STATE: \_\_\_\_\_ [SIGNATURE]**

**SUBSCRIBER AGREES THAT THIS WAS NOT A HOME SOLICITATION SALE: \_\_\_\_\_ SIGNATURE]**

**PROTECTION NOW, LLC:**

BY: \_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Print Authorized Representative's Name

\_\_\_\_\_  
**Sales Representative's Name Must be  
Printed Above (Required in OK, FL)**

\_\_\_\_\_  
**Sales Representative's Oklahoma State  
License Number**

**NOTICE OF CANCELLATION**

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME 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.**

**FOR ALASKA:**

**NOTICE OF CANCELLATION**

**YOU, THE BUYER, 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.**

**FOR FLORIDA:**

**CUSTOMER'S RIGHT TO CANCEL**

**YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR OBLIGATION WITHIN 3 BUSINESS DAYS FROM THE ABOVE DATE, AND RECEIVE A FULL REFUND FO 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, 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.**

The law requires that the contractor (PROTECTION NOW, LLC) gives you a notice explaining your right to cancel. Initial the checkbox if the contractor (PROTECTION NOW, LLC) has given you a Notice of Cancellation.

**NOTICE OF CANCELLATION**

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME 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. [This provision required in California.]**

**FOR NEW YORK:**

**NOTICE OF CANCELLATION**

I. YOU, THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION WITH OR WITHOUT CAUSE AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

II. ON AND AFTER MIDNIGHT OF SUCH SEVENTH DAY, YOU, THE SUBSCRIBER, MAY CANCEL YOUR AGREEMENT WITH ALARM COMPANY FOR YOU TO RECEIVE PERSONAL EMERGENCY RESPONSE SERVICE MORE THAN 30 DAYS AFTER YOUR NOTIFYING ALARM COMPANY IN WRITING OF YOUR CANCELLING SUCH AGREEMENT, PROVIDED THAT YOU HAVE LEGALLY OBLIGATED YOURSELF TO BEGIN LIVING IN A NURSING HOME OR OTHER HEALTH-RELATED FACILITY WITHIN SUCH 30-DAY PERIOD FOR WHAT IS EXPECTED TO BE A PERMANENT STAY OR AN EXTENDED STAY FOR AT LEAST 2 MONTHS, OR THAT YOU HAVE ALREADY BEGUN LIVING THEREIN EXPECTING YOUR STAY TO BE PERMANENT OR FOR AT LEAST 2 MONTHS, AND PROVIDED THAT THESE FACTS ARE VERIFIED BY YOUR DOCTOR OR BY THE NURSING HOME OR OTHER HEALTH-RELATED FACILITY. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THESE RIGHTS.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.  
[This provision required in Missouri & Nebraska.]**

**SUBSCRIBER/BUYER:**

\_\_\_\_\_  
Signature (Name must be printed below)

\_\_\_\_\_  
Print Name

Subscriber's Email Address: \_\_\_\_\_

\_\_\_\_\_  
Social Security Number

**Protection Now, LLC  
PO BOX 61116  
Miramar Beach, Florida 32550  
(386) 292-3688**

**NOTICE OF CANCELLATION**

**PROTECTION NOW, LLC (hereinafter referred to as Seller) to enter date of transaction**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Customer Name**

\_\_\_\_\_  
**Customer Address**

**You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to:**

**Protection Now, LLC  
PO BOX 61116  
Miramar Beach, Florida 32550**

**NOT LATER THAN MIDNIGHT OF \_\_\_\_\_  
The Seller to enter date by which buyer must give notice of cancellation.**

**I HEREBY CANCEL THIS TRANSACTION:**

\_\_\_\_\_  
**Date of Cancellation to be entered by buyer**

\_\_\_\_\_  
**Buyer's Signature**

**2 COPIES OF THIS FORM RECEIVED BY  
BUYER ON DATE OF TRANSACTION:**

\_\_\_\_\_  
**Buyer to sign above to acknowledge receipt of these forms**

**NEW YORK:**

**Protection Now, LLC  
PO BOX 61116  
Miramar Beach, Florida 32550  
(386) 292-3688**

**NOTICE OF CANCELLATION**

**PROTECTION NOW, LLC (HERINAFTER REFERRED TO AS "SELLER") TO ENTER DATE OF TRANSACTION**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
CUSTOMER ADDRESS

**I. YOU, MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN SEVEN (7) BUSINESS DAYS FROM THE ABOVE DATE.**

**IF YOU CANCEL UNDER THIS FIRST RIGHT TO CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.**

**II. IN ADDITION TO THE ABOVE RIGHT TO CANCEL THE TRANSACTION YOU OR ANOTHER PERSON OBLIGATED FOR ANY PART OF THE PURCHASE PRICE OR PRICE FOR SUCH SERVICE MAY ALSO CANCEL YOUR AGREEMENT WITH THE SELLER PROVIDING FOR YOUR OBTAINING OF SUCH SERVICE EFFECTIVE UPON THE 30TH DAY AFTER GIVING WRITTEN NOTICE TO THE SELLER OR SUPPLIER OF THE SERVICE, THAT YOU HAVE LEGALLY OBLIGATED YOURSELF TO COMMENCE RESIDENCE IN A NURSING HOME OR OTHER HEALTH-RELATED FACILITY WITHIN THE NEXT 30 DAYS FOR WHAT IS EXPECTED TO BE A PERMANENT STAY OR AN EXTENDED STAY OF AT LEAST 2 MONTHS DURATION, OR THAT YOUR RESIDENCE THEREIN WITH SUCH EXPECTATION HAS ALREADY COMMENCED.**

**YOU MAY DO SO PROVIDED THAT IN SUCH WRITTEN NOTICE OF CANCELLATION YOU INDICATE AN INTENTION NOT TO BE BOUND, STATE THE DATE OF EXPECTED COMMENCEMENT OR DATE OF ACTUAL COMMENCEMENT OF RESIDENCE IN SUCH NURSING HOME OR OTHER HEALTH-RELATED FACILITY, THE EXPECTED DURATION OF SUCH RESIDENCE, AND THE NAME AND ADDRESS OF SUCH HOME OR FACILITY, AND PROVIDED THAT YOU INCLUDE WITH YOUR NOTICE OF CANCELLATION A SIGNED NOTE FROM YOUR PHYSICIAN OR FROM SUCH HOME OR FACILITY, OR A COPY OF YOUR AGREEMENT WITH SUCH HOME OR OTHER FACILITY, VERIFYING THAT YOU HAVE SATISFIED THE TERMS DESCRIBED HEREIN FOR CANCELLATION. IF YOU HAVE SATISFIED THESE CONDITIONS, CANCELLATION UNDER THIS SECOND RIGHT OF CANCELLATION WILL BE EFFECTIVE ON THE 30TH DAY AFTER SUCH WRITTEN NOTICE IS GIVEN BY FIRST-CLASS MAIL ADEQUATE POSTAGE PREPAID AND PROPERLY ADDRESSED TO THE SELLER.**

**TO CANCEL YOUR AGREEMENT UNDER THIS SECOND RIGHT TO CANCEL, SEND THE ABOVE DESCRIBED WRITTEN NOTICE TOGETHER WITH ALL REQUIRED SUPPORTING INFORMATION BY FIRST-CLASS MAIL ADEQUATE POSTAGE PREPAID TO THE NAME AND ADDRESS OF THE SELLER STATED BELOW.**

**IF YOU CANCEL, WHETHER UNDER THE FIRST OR UNDER THE SECOND RIGHT TO CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY DEVICE DELIVERED TO YOU UNDER THIS CONTRACT OR SALE AND NEEDED TO RECEIVE SUCH PERSONAL EMERGENCY RESPONSE SERVICE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE DEVICE AT THE SELLER'S EXPENSE AND RISK.**

**IF YOU FAIL TO MAKE THE DEVICE AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE DEVICE TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.**

**TO CANCEL THIS TRANSACTION UNDER YOUR FIRST RIGHT OF CANCELLATION STATED FIRST ABOVE, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO:**

**Protection Now, LLC  
PO BOX 61116  
Miramar Beach, Florida 32550**

**NOT LATER THAN MIDNIGHT OF**

\_\_\_\_\_  
**THE SELLER TO ENTER DATE BY WHICH BUYER MUST  
GIVE NOTICE OF CANCELLATION.**

**I HEREBY CANCEL THIS TRANSACTION:**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
**2 COPIES OF THIS FORM RECEIVED BY  
SUBSCRIBER ON DATE OF TRANSACTION**

\_\_\_\_\_  
(Subscriber's Signature)

\_\_\_\_\_  
**Subscriber's Signature - to acknowledge receipt of this form**





**ALASKA:**

**Protection Now, LLC  
PO BOX 61116  
Miramar Beach, Florida 32550  
(386) 292-3688**

**NOTICE OF CANCELLATION**

**PROTECTION NOW, LLC (hereinafter referred to as Seller) to enter date of transaction**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Customer Name**

\_\_\_\_\_  
**Customer Address**

**You may CANCEL this transaction, without any penalty or obligation, within FIVE BUSINESS DAYS from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram to:**

**Protection Now, LLC  
PO BOX 61116  
Miramar Beach, Florida 32550**

**NOT LATER THAN MIDNIGHT OF \_\_\_\_\_  
The Seller to enter date by which buyer must give notice of cancellation.**

**I HEREBY CANCEL THIS TRANSACTION:**

\_\_\_\_\_  
**Date of Cancellation to be entered by buyer**

\_\_\_\_\_  
**Buyer's Signature**

**2 COPIES OF THIS FORM RECEIVED BY  
BUYER ON DATE OF TRANSACTION:**

\_\_\_\_\_  
**Buyer to sign above to acknowledge receipt of these forms**

CALIFORNIA:

Protection Now, LLC  
PO BOX 61116  
Miramar Beach, Florida 32550  
(386) 292-3688  
sales@securitysafe.com

**NOTICE OF CANCELLATION**  
**PROTECTION NOW, LLC (hereinafter referred to as "Seller") to enter date of transaction**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CUSTOMER NAME**

\_\_\_\_\_  
**CUSTOMER ADDRESS**

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to:

Protection Now, LLC  
PO BOX 61116  
Miramar Beach, Florida 32550

**NOT LATER THAN MIDNIGHT OF \_\_\_\_\_**  
**Seller to enter date by which buyer must give notice of cancellation.**

**I HEREBY CANCEL THIS TRANSACTION:**

\_\_\_\_\_  
Date of Cancellation to be entered by buyer

\_\_\_\_\_  
Buyer's Signature

**2 COPIES OF THIS FORM RECEIVED BY  
BUYER ON DATE OF TRANSACTION:**

\_\_\_\_\_  
Buyer to sign above to acknowledge receipt of these forms

IOWA:

PROTECTION NOW, LLC  
725 NW Country Lake Drive  
Lake City, Florida 32055  
(352) 888-6677

**NOTICE OF CANCELLATION**

PROTECTION NOW, LLC (hereinafter referred to Seller) to enter date of transaction

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Customer Address

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to PROTECTION NOW, LLC at 725 NW Country Lake Drive, Lake City, FL 32055.

NOT LATER THAN MIDNIGHT OF \_\_\_\_\_  
The seller to enter date by which buyer must give notice of cancellation.

I HEREBY CANCEL THIS TRANSACTION:

\_\_\_\_\_  
Date of Cancellation to be entered by buyer

\_\_\_\_\_  
Buyer's Signature

**2 COPIES OF THIS FORM RECEIVED BY  
BUYER ON DATE OF TRANSACTION:**

\_\_\_\_\_  
Buyer initial to acknowledge receipt of these forms

Rider  
PENNSYLVANIA:

Registration No.: PA  
Registered by The Bureau of Consumer Protection  
Tele. No.: 1-888-520-6680

**Protection Now, LLC  
PO BOX 61116  
Miramar Beach, Florida 32550  
(386) 292-3688**

**ARBITRATION RIDER**

**ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION, WHERE THERE IS NO JURY, BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, IN NASSAU COUNTY, NEW YORK, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. THE FACTS OF THE DISPUTE, RELATED DOCUMENTS AND THE DECISION SHALL BE CONFIDENTIAL EXCEPT TO THE EXTENT THEY WILL BE DISCLOSED IN A PROCEEDING TO CONFIRM THE AWARD IN A COURT. THE ARBITRATOR SHALL BE BOUND BY THE TERMS OF THIS AGREEMENT, AND SHALL ON REQUEST OF A PARTY, CONDUCT PROCEEDINGS BY TELEPHONE, VIDEO, SUBMISSION OF PAPERS OR IN-PERSON HEARING. BY AGREEING TO THIS ARBITRATION PROVISION THE PARTIES ARE WAIVING THEIR RIGHT TO A TRIAL BEFORE A JUDGE OR JURY, WAIVING THEIR RIGHT TO APPEAL THE ARBITRATION AWARD AND WAIVING THEIR RIGHT TO PARTICIPATE IN A CLASS ACTION.**

**ARBITRATION IS BINDING AND FINAL, THAT THERE IS NO JURY IN AN ARBITRATION, THAT THE FACTS OF THE DISPUTE, RELATED DOCUMENTS AND THE DECISION ARE CONFIDENTIAL, EXCEPT TO THE EXTENT THEY WILL BE DISCLOSED IN A PROCEEDING TO CONFIRM THE AWARD IN A COURT, AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW, IN ANY ACTION OR ARBITRATION COMMENCED BY ALARM COMPANY, AND OTHER RIGHTS.**

**PROTECTION NOW, LLC:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SUBSCRIBER:**

\_\_\_\_\_  
Subscriber's Signature

\_\_\_\_\_  
Date

VERMONT:

Protection Now, LLC  
PO BOX 61116  
Miramar Beach, Florida 32550  
(386) 292-3688

**ACKNOWLEDGMENT OF ARBITRATION:**

I UNDERSTAND THAT MY AGREEMENT WITH \_\_\_\_\_ OF \_\_\_\_\_  
\_\_\_\_\_ CONTAINS AN AGREEMENT TO ARBITRATE. AFTER  
SIGNING THAT DOCUMENT, I UNDERSTAND THAT I WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY  
DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A  
QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, I AGREE TO SUBMIT ANY SUCH DISPUTE TO AN  
IMPARTIAL ARBITRATOR AT THE OPTION OF ANY PARTY.

**PROTECTION NOW, LLC:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SUBSCRIBER:**

\_\_\_\_\_  
Print Name Above

\_\_\_\_\_  
Subscriber's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subscriber's Signature

\_\_\_\_\_  
Date

CALIFORNIA:

Protection Now, LLC  
PO BOX 61116  
Miramar Beach, Florida 32550  
(386) 292-3688

**INSURANCE NOTICES**

**COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)**

\_\_\_\_\_ carries commercial  
(fill in Alarm Company's name/full name as it appears on license)

general liability insurance written by \_\_\_\_\_  
(Name of Insurance Company)

You may call \_\_\_\_\_ at (\_\_\_\_\_) \_\_\_\_\_ to check  
(Name of Insurance Company)

ALARM COMPANY'S insurance coverage.

**WORKER'S COMPENSATION INSURANCE**

\_\_\_\_\_  
(Fill In ALARM COMPANY's Name/Full Name As It Appears On License)

carries Workers' Compensation insurance for all employees.

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

**Protection Now, LLC**  
**PO BOX 61116**  
**Miramar Beach, Florida 32550**  
**(386) 292-3688**

**PERSONAL EMERGENCY RESPONSE: PRIMARY RESPONSE DIRECTIVE/CALL LIST**

1. PRIMARY RESPONDER DISCLOSURE: Subscriber understands that a (1) 911 center, (2) public safety answering point, or (3) communications center, (Collectively referred to herein as "PUBLIC RESPONDERS"), may be designated as the primary responder. Subscriber assumes all liability should one of these three not be selected as the Primary responder.

2. Upon **PROTECTION NOW, LLC** (hereinafter referred to as "ALARM COMPANY") receiving an emergency alarm from the Subscriber's system, Subscriber hereby directs ALARM COMPANY to contact these responders in this specific order:

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**  
 (Individuals to be notified in the event of an alarm condition.)

Subscriber may select any individual he or she designates, or any PUBLIC RESPONDER in the Jurisdiction from which alarm is received.

| <b>Responder Contact List</b> |                         |
|-------------------------------|-------------------------|
| <b>Name</b>                   | <b>Telephone Number</b> |
| First & Primary Contact:      |                         |
| 1. PUBLIC RESPONDER           |                         |
| 2.                            |                         |
| 3.                            |                         |
| 4.                            |                         |
| 5.                            |                         |

3. Upon ALARM COMPANY or its designated Monitoring Center receiving an emergency alarm from the Subscriber, Subscriber  DOES  DOES NOT direct ALARM COMPANY or its designated Monitoring Center to attempt to contact Subscriber first before contacting any responders.

4. Subscriber agrees that should any PUBLIC RESPONDER not be designated as the **primary** responder, then the Subscriber's PUBLIC RESPONDERS shall become the default secondary responder after the personal emergency response provider has attempted, without success, to notify all other responders designated by Subscriber.

5. Should ALARM COMPANY or its designated Monitoring Center receive a customer's alarm and is not able to solicit a verbal response from the Subscriber, Subscriber  DOES  DOES NOT wish to have a PUBLIC RESPONDER contacted before ALARM COMPANY or its designated Monitoring Center contacts the customer's responders as specifically designated above.

6. ALARM COMPANY or its designated Monitoring Center hereby agrees to provide PUBLIC RESPONDERS, if designated as a responder by the Subscriber, the name of the customer, the location from which the customer's alarm was received, and any other information as may be requested.

7. Following any notification to the PUBLIC RESPONDER, ALARM COMPANY or its designated Monitoring Center shall attempt to notify others on the Subscriber's list in the order provided by Subscriber. Unless otherwise provided in the list ALARM COMPANY or its designated Monitoring Center will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with ALARM COMPANY's or its designated Monitoring Center's notification obligation. Subscriber may provide ALARM COMPANY or its designated Monitoring Center with a set of directives for voice to voice contact with the responders. For nonpublic responder numbers Subscriber represents that all call numbers are accurate and Subscriber has been authorized by the owners of such numbers to provide such numbers to be called in accordance with Subscriber's alarm services.

8. Subscriber authorizes ALARM COMPANY or its designated Monitoring Center to contact anyone on the contact list, other than First Responders, to obtain updated payment information for ACH or credit card processing, Subscriber acknowledges that Contacts have no personal liability for payment, unless they have contracted with ALARM COMPANY or its designated Monitoring Center for the service or guaranteed payment, and that ALARM COMPANY or its designated Monitoring Center is authorized to discontinue its service if payment is not made in accordance with ALARM COMPANY's or its designated Monitoring Center's contract terms. Subscriber designates \_\_\_\_\_ as the secondary billing contact.

\_\_\_\_\_ Date

\_\_\_\_\_ Subscriber's Signature

Protection Now, LLC  
PO BOX 61116  
Miramar Beach, Florida 32550  
(386) 292-3688

**ACH RECURRING PAYMENT AND CREDIT CARD AUTHORIZATION FORM**

**Here's How Recurring Payments Work:**

You authorize regularly scheduled charges to your checking, savings account, or credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit" or your credit card statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

**Please complete the information below:**

I, \_\_\_\_\_ authorize **PROTECTION NOW, LLC** to charge  
(full name)

my  bank account or  credit card indicated below on the \_\_\_\_\_ of each  
day/date

\_\_\_\_\_ for payment of my \_\_\_\_\_  
week/month/quarter Insert type of bill

in the amount of \$\_\_\_\_\_.

Billing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Select payment method below:**

**AUTOMATED ACH FROM BANK ACCOUNT PAYMENT:**

|  |
|--|
| Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings |
| Name on Acct _____   |
| Bank Name _____  |
| Account Number _____   |
| Bank Routing # _____ Bank City/State _____                                       |

**I understand that this authorization will remain in effect until I cancel it in writing,** and I agree to notify PROTECTION NOW, LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account, or charged to my credit card, on the above noted periodic transaction dates. In the case of a transaction being rejected for Non-Sufficient Funds (NSF) I understand that PROTECTION NOW, LLC may at its discretion attempt to process the charge again within 30 days, and I agree to an additional \$25.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of recurring transactions to my account must comply with the provisions of U.S. Law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form. I agree that an ACH or credit card denial will constitute a breach of my payment obligation in my agreement with PROTECTION NOW, LLC.

**AUTOMATED CREDIT CARD PAYMENT:**

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Mastercard  Visa  American Express  \_\_\_\_\_

Cardholder's Name (As it appears on credit card): \_\_\_\_\_

Billing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_