

TERMS AND CONDITIONS FOR PURCHASING OF PARTS: Version 3.23

COMPANY ADDRESS.

AlarmClub Inc.
1133 Okeechobee Rd.
West Palm Beach, FL 33401

These Terms and Conditions (the "Terms") apply to your purchase of equipment, devices, and/or other materials ("Products") from Alarmclub.com, Inc. d/b/a AlarmClub or AlarmClub.com, Inc. d/b/a GeoArm ("Company") and constitute the entire agreement between YOU and Company with respect to Products purchased, superseding all prior representations, discussions, and agreements, whether oral or written. From time to time, Company may change these Terms to accommodate new technologies, industry practices, regulatory requirements or for other purposes. Headings and captions used herein are for convenience only, do not form a part of the agreement, and shall in no way affect its interpretation.

The parties, intending to be legally bound, agree as follows:

- 1. PURCHASE.** YOU represent and warrant that your identity and contact information provided in the Order is accurate, and that YOU are age 18 or older and otherwise competent and authorized to agree to these Terms.
- 2. DELIVERY AND DIY INSTALLATION.** All Products sold are do-it-yourself (DIY) installation. Company will endeavor to ship accepted orders promptly; it being understood, however, that projected delivery dates represent best current estimates and actual delivery times may be affected by a number of conditions, such as supply chain disruptions, shipping and transportation delays, and labor problems out of Company's control. Consequently, YOU agree that Company will have no liability for any delays or failure to perform within such dates. YOU understand and agree that all Products are DIY and any installation and/or programming required is solely your responsibility. Company does not perform any installation of Products. YOU acknowledge that COMPANY is not the manufacturer of the Products being furnished in connection with your Order. YOU agree that COMPANY is not liable for any third-party products or services, and YOU agree to hold COMPANY, its officers, directors, employees, agents, and subcontractors harmless for any liabilities, losses, damages, expenses, and/or costs that may result from such third-party products or services. YOU agree to assume liability for all errors, omissions or improper use of any third-party software, program, application, and any other device or lack of device that may be used to input data. Company is not liable for any alterations, additions and/or other changes made to Products supplied by it. If required by governmental authorities or local law and codes, YOU will procure all permits and approvals for use of any Products supplied. YOU understand and agree that the Products are only intended for the uses listed in the applicable operator's manual or instructions for use. YOU assume all risks associated with non-listed uses of any Products and hereby indemnify and hold Company harmless from any claim associated with such non-listed uses.
- 3. COMPLIANCE WITH LAWS.** YOU agree to use the Products in compliance with applicable federal, state and local laws, rules, regulations, ordinance and codes. Notwithstanding the generality of the foregoing, YOU agree to comply with all United States export laws. In particular, but without limitation, the Products may not be exported or re-exported (i) into any U.S. embargoed countries, or (ii) to anyone

on the U.S. Treasury Department's list of Specially Designated nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

4. PRICING. Prices for Products exclude any applicable taxes, shipping charges, and insurance against loss or damage. Company may adjust Product prices due to increased costs as a result of inflation, supply chain or other factors, regardless of anything published on its website. Orders received from YOU online shall not be binding until accepted by Company. All Products shall be adequately packed for shipment and shipped to the address YOU provide to Company.

5. TECHNICAL ASSISTANCE. Technical assistance related to Products is available by phone or email during published business hours EST by scheduling an appointment online.

6. COMMUNICATIONS. YOU acknowledge that Company records all communications, and YOU hereby consent to being recorded. YOU hereby authorize and consent to Company retrieving, copying, and disclosing by any method any telephonic, video, oral or any other type of communication between Company and YOU or your representative in connection with an investigation by law enforcement or other governmental agency, or pursuant to court order related to any incident or the Products furnished by Company.

7. LIMITED WARRANTY. YOU acknowledge and agree that security devices or measures, including, but not limited to, intrusion alarms, access gates, keyed or controlled entry doors, cameras, smoke detectors, fire extinguishers, sprinkler systems, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions, interruption of telephone service, cellular or internet. YOU agree that Company shall not be liable for the failure of such devices and that YOU are solely responsible for the proper installation, operation, and regular testing of all devices that are furnished by Company in connection with your Order, including, but not limited to, alarm and smoke detectors.

COMPANY expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. Company does not represent or warrant that the Products YOU purchase will meet your needs or that they will work with existing equipment or third-party products. Company does not warrant that use of Products will be uninterrupted or error-free. Company does not represent nor warrant that the Products whether used independently or with an alarm system may not be compromised or circumvented, or that the Product or system will prevent any loss by burglary, hold-up, fire or otherwise, or in all cases provide the protection for which it is purchased and installed.

YOU acknowledge that any affirmation of fact or promise made by Company shall not be deemed to create an express warranty unless included in these Terms; that YOU are not relying on Company's skill or judgment in selecting Products or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those contained in these Terms, and if applicable, that Company has offered additional and more sophisticated products for an additional charge which YOU have declined.

FURTHERMORE, COMPANY DOES NOT ASSUME; NOR; AUTHORIZE ANY OTHER THIRD-PARTY TO ASSUME ON ITS BEHALF ANY OTHER OR GREATER LIABILITY WITH RESPECT TO THE SALE AND USE OF THE PRODUCTS.

8. WARRANTY CLAIMS AND REMEDIES. Company agrees to honor the manufacturer's warranty on Products purchased from Company during time the manufacturer will repair or replace Products

(Warranty Period), and at no cost to YOU will process warranty claims on your behalf. This limited warranty inures to the original purchaser only and may not be assigned. YOU acknowledge that Company is not the manufacturer of the Products, and consequently Company does not offer any warranty beyond that provided by the manufacturer on the Products supplied. All claims for Product defects and non-conformity covered under manufacturer warranty shall be initiated by contacting Company within the applicable Warranty Period and promptly but no later than fifteen (15) days after discovery of the breach or non-conformity. These remedies shall comprise Company's entire liability with respect to the Products and Customer's exclusive remedy for breach of warranty, and are in lieu of any other remedies at law or in equity. COMPANY'S ENTIRE WARRANTY RESPONSIBILITY IS EXPRESSLY LIMITED TO PROCESSING WARRANTY CLAIMS WITH THE MANUFACTURER ON YOUR BEHALF OF PRODUCT. COMPANY MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER EXCEPT AS SET FORTH IN THESE TERMS. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSOR IMPLIED, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUCH LIMITED WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO, NOR MAY IT BE RELIED UPON BY ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, CUSTOMERS OF CUSTOMER. THIS WARRANTY IS VOID UPON TRANSFER OF PRODUCT BY CUSTOMER TO ANY ENTITY OR INDIVIDUAL. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER. CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Notwithstanding anything to the contrary herein, the limited warranty does not include batteries, and does not apply to damage caused by electrical surges, lightning, software upgrades, products not purchased from Company, communication devices that are no longer supported by communication pathways, obsolete components, or components exceeding manufacturer's useful life. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation, or subjected to physical exposures including thermal abuse or stress, stored, maintained, or operated in a manner inconsistent with applicable documentation specifications or instructions, or supplied subject to non-warranty or an "as-is" basis.

9. LIMITATION OF DAMAGES. COMPANY SHALL NOT BE LIABLE FOR NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ANY OBLIGATION; TO THE EXTENT CAUSED BY EVENTS OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. FOR DELAYS RESULTING FROM SUCH CAUSES, PERFORMANCE WILL BE CORRESPONDINGLY EXTENDED. ANY ACTION AGAINST COMPANY ARISING FROM OR RELATING TO THE PRODUCTS OR TRANSACTIONS TO WHICH THESE TERMS APPLY MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES OR PERFORMANCE HEREUNDER IS COMPLETED OR TERMINATED, WHICHEVER FIRST OCCURS. IN NO EVENT WILL ANY COMPANY OR ITS PARENT, AFFILIATES, OR SUPPLIES, OR ITS AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, DIRECTORS OR OFFICERS, INDIVIDUALLY OR COLLECTIVELY ("COMPANY PARTIES"), BE LIABLE FOR INJURIES TO PERSONS OR TO PROPERTY OR ANY GENERAL, DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, PROFITS, SAVINGS, OR LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, LOSS OF USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST OR CORRUPTED DATA ARISING OUT OF OR IN CONNECTION WITH THE SALE, HANDLING, SERVICE, USE, WARRANTY, PERFORMANCE, FAILURE OR

INTERRUPTION OF THE PRODUCT, THIRD PARTY PRODUCTS OR SERVICES UNDER ANY LEGAL THEORY OR FOR ANY CAUSE WHATSOEVER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. COMPANY'S MAXIMUM LIABILITY FOR DAMAGES ARISING FROM THESE TERMS, INCLUDING, WITHOUT LIMITATION, ARISING OUT OF OR RELATED TO THE PRODUCT, THIRD PARTY PRODUCTS, AND/OR SERVICES FURNISHED, WILL NOT EXCEED, IN THE AGGREGATE, THE PURCHASE PRICE PAID TO COMPANY FOR THE PRODUCT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL SURVIVE AND NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREUNDER WILL FAIL OF ITS ESSENTIAL PURPOSE. CUSTOMER HAS ACCEPTED THE DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF THE BARGAIN FOR THE ATTRACTIVE PRICING OF THE PRODUCT AND UNDERSTANDS THAT THE PRICE OF THE PRODUCT WOULD BE HIGHER IF COMPANY WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES. CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY PARTIES FROM AND AGAINST, ALL LOSSES, LIABILITIES, OR DAMAGES ARISING OUT OF CUSTOMER'S IMPROPER USE, HANDLING, STORAGE, OR OPERATION, OF ANY PRODUCT OR THIRD PARTY PRODUCTS; TO THE EXTENT NOT PROHIBITED BY STATE LAW, THESE LIMITATIONS WILL APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, WILLFUL MISCONDUCT, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE. SOME JURISDICTIONS DO NOT PERMIT THE ELIMINATION OR EXCLUSION OF CERTAIN LIABILITIES SO THE ABOVE LIMITATIONS MAY NOT APPLY IN WHOLE OR IN PART IN SUCH JURISDICTION.

10. FORCE MAJEURE. Company assumes no liability for delays in filling orders of Products due to acts of God, acts of suppliers, acts of civil or military authority, fires, strikes, riots, labor stoppages or slowdowns, floods, earthquakes, hurricane or other severe weather, epidemics, pandemics (including the lingering effects of COVID-19 and derivative viruses and other public health requirements), quarantine restrictions, war, riots, terrorist threats or acts, national or regional emergency, civil unrest, embargoes, blockades, supply chain delays, shipping or other transportation delays, shortages of power and other industrial disturbances, electrical outages or surges, shortage of materials or processing facilities, labor problems, delays of suppliers or contractors, or government priority systems, actions taken or threatened by any governmental agencies. or any other causes or contingencies, similar or dissimilar, beyond the reasonable control of Company. Consequently, Company will not be required to perform while such force majeure event continues. Company reserves the right during any shortage period to (a) make Products available to YOU (as it sees fit) without any Company liability, which may include supplying parts of your Order, or (b) to make substitutions and modifications in the specifications of any Product, provided such substitutions or modifications do not materially affect the performance of the Product.

11. RETURNS. Products cannot be returned after thirty (30) days from date of shipping and require a Return Materials Authorization ("RMA") Number issued by Company. Returns of Products, other than warranty returns and returns of nonconforming Products, are subject to Company's authorization, which may be given or withheld in Company's discretion. Returns must be received by Company within ten (10) days of the RMA issue date. Qualifying returns, excluding warranty returns, are subject to a 25% restocking fee to cover inspection, damage in transit, shipping charges, repacking, and other administrative expenses. Returned Products, other than warranty returns and returns of nonconforming Products, must be new, unused, without damage and returned in the original manufacturer packaging with undamaged Product box packaging suitable for resale (NO markings, rips, affixed labels, or other

damage to the Product box or packaging). Company is not obligated to accept any Product not in original, undamaged packaging; credit will not be issued for Products returned without the prior consent of Company in the form of an RMA. RMAs do not include shipping cost or insurance. Returns of Products that exhibit damage due to shipping, misuse, or careless handling will not be accepted, and no credit will be given therefor. Credit, or partial credit, will not be issued until returned Products have been received by Company and compliance with the above requirements for returned Products verified. Risk of loss with respect to returned Products shall remain with Purchaser until receipt by Company. Products returned without an RMA or included with other Products for which an RMA has been issued, will not be credited.

12. ENTIRE AGREEMENT. These Terms constitute the entire agreement between YOU and Company with respect to your Order and purchase of Products, and supersede any and all prior agreements and understandings, whether written or oral, not incorporated herein. It is mutually understood and agreed that any representation, promise, advertising or other statement, condition, inducement, or warranty, express or implied, whether written or verbal, not included in writing in these Terms shall not be binding upon Company. Any change, modification or alternation of these Terms shall be in writing and must be signed by an authorized representative of Company. If there is any conflict between these Terms and the Order, or any or any other document related to the Product, these Terms will govern, whether such Order or other document is prior to or subsequent to this agreement.

13. SEVERABILITY. If any terms or provisions of these Terms shall be determined to be invalid or inoperative, all of the remaining terms and provisions herein shall remain in full force and effect.

14. SURVIVAL. All provision of these Terms by their nature or context that should survive, shall survive.

15. WAIVER. The failure of either party to enforce any of the provisions here of shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions or any other provisions. All waivers must be in writing and signed by the waiving party.

16. INTERPRETATION. With respect to the interpretation of this Agreement concerning an ambiguity or otherwise, there shall be no presumption against the drafter of the Agreement.

17. ELECTRONIC FORMAT. By purchasing products or services from Company, YOU agree to be legally bound and that these Terms and Conditions govern such purchase of products and services and acknowledge that your consent has been by electronic format pursuant to the federal Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act.

18. GOVERNING LAW. These Terms shall in all respects be governed as to validity, interpretation, enforcement, and effect by laws of the State of Florida, and YOU agree to the exclusive jurisdiction and venue of the state courts in Palm Beach County, Florida. YOU agree to waive any right to a jury trial.

19. ELECTRONIC FORMAT. By purchasing Products online from Company, YOU agree that these Terms govern such purchase and that your consent has been given by electronic format pursuant to the federal Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act.

20. FOR ALARM.COM PRODUCTS. ALARM.COM INCORPORATED TERMS (for all Alarm.com Monitoring Plans). You have recently agreed to purchase residential or commercial security products and services from dealer ("COMPANY") an independently owned and operated security services dealer.

Alarm.com Incorporated ("Alarm.com") has authorized COMPANY to market and sell to you "Alarm.com Services" for your use with certain hardware and other products ("Equipment") that enable the Alarm.com Services. These Alarm.com Terms (Sections A1 through A10) are part of your legal agreement with COMPANY. Go here <https://sep.yimg.com/ty/cdn/yhst-51756635596032/alarm-dot-com-terms.pdf> to view the Alarm.com Terms, they contain among other things, important warranty disclaimers (in Section A3) and limitations of liability (in Section A5) applicable to your use of the Alarm.com Services and products. By checking off the box next to "I have read and AGREE to the COMPANY monitoring contract you are entering into a "click-wrap agreement" with COMPANY and additionally with Alarm.com. By accessing the Alarm.com customer website or using any other part of the Alarm.com Services, you agree to be bound by these Alarm.com Terms. Although these Alarm.com Terms are part of your legal agreement with COMPANY, you acknowledge and agree that they may be enforced by Alarm.com directly. Please read in full and print for your records the Alarm.com Terms.