

## TERMS & CONDITIONS

In the event that any part of the system shall become defective within 90 days from the date the installation is completed, APS shall replace or repair any defective part without charge to customer. APS reserves the option to either replace or repair the defective part and reserves the right to substitute materials of equal quality at the time of replacement. This warranty does not include batteries.

- A. If customer shall discover a defect in the system purchased under this agreement, customer shall immediately contact APS' service department by telephone at the telephone number hereinabove set forth and fully describe the nature of the defect so that repair service may be rendered.
- B. Except as set forth in paragraph "A", APS makes no express warranties as to any matter whatsoever including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. APS does not represent or warrant that the system may not be compromised or circumvented or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will, in all cases, provide the protection for which it is installed. This warranty does not cover any damage to the system caused by accident, misuse, attempted unauthorized repair service, modification, or improper installation by anyone other than APS. APS shall not be liable for consequential damages. Customer acknowledges that any affirmation of fact or promise made by APS shall not be deemed to create an express warranty; that customer is not relying on APS' skill or judgment in selecting or furnishing a system suitable for any particular purpose, and that there are no express warranties except as otherwise provided herein.
- C. Some states do not allow the exclusion or limitation of incidental or consequential damages. The above gives you specific legal rights, and you may also have other rights which may vary from state to state.

**Self-Installation:** If you opted to self-install the System, you agree to follow our instructions regarding such self-installation. You agree that (i) you are ultimately responsible for any installation work you undertake to perform, and we will not be liable for any consequences of, or be otherwise responsible for, any such work, and (ii) the billing commencement date for services we provide will be the earlier of the date of Service Activation or fifteen (15) days after the Effective Date. APS shall provide notice to you via email that the System has been shipped to your address.

**\*\* The City of New Orleans ordinance requires you to register with New Orleans False Alarm Reduction Program Prevention and Administration. Below is a link you can go to register your alarm system.**

<https://www.crywolfservices.com/neworleansla/>

**Limitations of Liability:** Customer acknowledges that APS is providing a system designed to help reduce the risk of loss, but that in no way are we assuming responsibility or liability for losses or damages to property or for personal injury or death or otherwise due to malfunction or nonfunction of the system or service, even if due to our negligence, whether active or passive or failure of performance whether due to equipment or human error. APS does not guarantee or warrant that this system will prevent burglary, fire or other occurrences. APS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES SUPPLIED MAY NOT BE COMPROMISED OR DEFECTED OR THAT THE SYSTEM OR SERVICE WILL ALWAYS PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT IS INTENDED. IT IS FURTHER UNDERSTOOD THAT THE SYSTEM DESCRIBED IN THE SCHEDULE OF PROTECTION HAS BEEN CHOSEN BY YOU AFTER CONSIDERING AND BALANCING THE VARIOUS LEVELS OF PROTECTION AFFORDED BY VARIOUS SYSTEMS, VARIOUS DETECTION DEVICES, VARIOUS SERVICES, AND THE INCREASED COSTS OF THESE SYSTEMS, DEVICES AND SERVICES.

APS is not an insurer. Insurance, if any, covering personal injury and/or property loss or damages on your premises should be obtained by you. It is agreed that it is impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of systems or services provided. Due to the value of your property being unknown to APS, and the inability for APS to guarantee police and/or fire department response, and stabilizing a connection between system or service problems and customer's possible loss, therefore, and notwithstanding the provisions above, liability shall be limited to \$300. If you wish APS to increase the amount of damages as provided above, you may, as a matter of right, obtain from APS an additional amount by paying an additional monthly service charge to APS, but such additional obligations shall in no way be interpreted to hold APS as an insurer. You must carry your own insurance. You hereby, for yourself and other parties claiming under You, release and discharge APS from and against all hazards covered by your insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Us. Further, any suit by You or others must be filed within (1) year after accrual of action.

Customer agrees to indemnify APS, and save APS harmless, and APS' agents and employees, for any claims, lawsuits, losses, costs, damages, awards, and expenses, including attorney fees, of any person who is not a party to this agreement including 3rd party beneficiaries and which claim(s) arise from Customer's negligence or from any circumstance or cause for which Customer is responsible as set forth herein. Since customer and APS agree that You retain the sole responsibility for the life and safety of all persons and property in the premises, it is your responsibility to protect yourself against losses to your own property or the property of others in the premises. All these provisions inure to the benefit of and are applicable to any subcontractors engaged by APS to monitor, install or service the alarm system, and bind You to these other persons with the same force and affect as they bind You to APS.

**Entire Agreement:** It is agreed to and understood by the parties that this Agreement, including the provisions on both sides of this page, constitutes the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except by writing and signed by our authorized representative. It is understood and agreed by and between the parties hereof, that if there is any conflict between this Agreement and your purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior to this Agreement. This Agreement shall only become effective upon execution by APS management. An executed copy can be provided upon request.

**FIRE ALARMS:** Unless the schedule of protection provides for a fire alarm system to code, APS makes no representation that the fire alarm equipment meets NFPA 72 or local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction [AHJ] of fire alarm systems in customer's premises. If a fire alarm system to code is specified in the schedule of installation, then APS will install fire alarm equipment pursuant to plans and specifications of architect or professional engineer engaged by customer, filed and approved by the AHJ over fire alarm systems. Customer agrees that any equipment required by the AHJ not specified in the schedule of installation shall be an extra charge to this Agreement to be paid for by customer at time said additional equipment is requested.

### Charges and Increase in Charges:

- A. Customer shall pay any city, state or federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein. At APS' option, a fee may be charged to customer for any false alarm caused by customer or for any unnecessary service run. If either APS or You are assessed any fine or penalty or fee by any municipality, fire, or police protection district as a result of any false alarm, customer shall pay the full amount of such fine or penalty or fee. If any Government Agencies, Insurance Companies or Regulatory Agencies require any changes in the system originally installed, You agree to pay for such changes. You, at your own expense, shall supply appropriate uninterrupted A/C electrical power, located according to APS requirements.
- B. At any time following the expiration of the first year of this Agreement, APS may for each year increase the ongoing monthly charges by an amount not to exceed 10% of the current monthly charge. Should APS increase APS charges beyond these amounts, customer may elect not to pay the increase and have this Agreement terminated and have APS remove from your premises any portions of the system that APS owns.
- C. Installation charges set forth in the Schedule of Protection assume installation will be performed during APS' normal working hours and using APS' own personnel. If You request this installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, the installation charge is subject to revision.
- D. In the event it shall become necessary for APS to institute legal proceedings to collect the cost of installation, progress payments, or monthly fees as set forth herein, then and in that event, You shall pay to APS reasonable attorney's fees and interest at the maximum legal amounts for any delinquent balances. Further, if you fail to pay any invoice or statement within 30 days of that invoice or statement, You agree to pay one percent interest per month or a minimum of \$5.00 per month late charge, whichever is greater.
- E. During the first 90 days following installation APS shall, without charge to You, provide labor and materials to correct any defects in the system. Thereafter, you shall pay for any labor or materials at APS then prevailing rates, unless You are paying for ongoing service as indicated in the Payment Section.

Title to Equipment and USE OF THE EQUIPMENT INSTALLED ON YOUR PREMISES SHALL AT ALL TIMES REMAIN SOLELY YOUR PROPERTY, EXCLUSIVE OF DIGITAL DIALERS, INTERNET OR CELLULAR COMMUNICATORS AND CPU SOFTWARE. It is further understood and agreed that APS may remove or abandon APS equipment, in whole or in part, upon termination of this Agreement by lapse of time, default or any monies due hereunder, or otherwise without any obligation to repair any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of APS' right to collect any charges which have accrued hereunder or for the balance due under this Agreement.

**REMOTE SERVICES ACCESS:** If Remote View Camera(s) and/or Remote Keypad Control Module is included in the schedule of equipment to be installed by APS and remote services are to be provided, the equipment will transmit data via customer's high speed internet service to customer's device which is compatible with APS' remote services server. APS will grant access to server permitting customer to monitor the security system, access the system to arm and disarm the system, and view the remote video camera(s). The remote services server is provided either by APS or a third party. APS shall install the camera(s) in a permissible legal location in customer's premises to permit customer viewing. APS shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data.

**WIRELESS AND INTERNET ACCESS CAPABILITIES:** Customer is responsible for supplying high speed internet access at customer's premises. APS does not provide internet service or maintain internet connection or wireless access, computer, smart phone, electric current connection or supply, or the remote video server. In consideration of customer making his/her monthly payments for access to APS online account management website, APS will provide customer with a unique passcode which will access APS' website, accessing customer's security system. APS is not responsible for customer's access to the internet or any interruption of service or down time of remote access. Customer acknowledges that customer's security system can be compromised if the internet codes or devices used for access are lost or accessed by others, and APS shall have no liability for such third parties unauthorized access. APS 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 customer's responsibility to secure access to the system with passcodes and lockout codes.

**APS' RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Customer agrees that APS is authorized and permitted to subcontract any services to be provided by APS to third parties who may be independent of APS, and that APS shall not be liable for any loss or damage sustained by customer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, except that APS shall not obligate customer to make any payments to such third parties. Customer appoints APS to act as customer's agent with respect to such third parties, except that APS shall not obligate customer to make any payments to such third parties. Customer acknowledges that this agreement, and particularly those paragraphs relating to APS' disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of APS.

**Further Obligation to APS:**

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, or otherwise interfere with equipment installed by APS, nor shall the customer permit the same to be done by others. It is further agreed that, if any work is required to be performed by APS, by your breach of the foregoing obligations, the customer will pay APS for such work in accordance with our then current prevailing charges. **Customer acknowledges that the signals which are transmitted over telephone lines, wire, airwaves, or other modes of communication, pass through communication networks wholly beyond the control of APS and are not maintained by APS and therefore, APS shall not be responsible for any equipment failure which prevents transmission signals from reaching the central station monitoring center, or damages arising therefrom. You shall permit APS access to the premises for any reason arising out of or in connection with APS rights or obligations under this Agreement, including but not limited to our disabling your system from transmitting to APS if and when You or APS cancel your monitoring. Should any part of the system be damaged due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond our control, including interruptions in telephone service, APS will not be required to supply service to You while such cause shall continue.**

B. Customer's duty to supply electric and telephone service: Customer agrees to furnish, at customer's expense, all 110 Volt AC power and electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP address, telephone hook-ups, RJ31x block or equivalent, as deemed necessary by APS. If customer changes phone services/provider, it is the customer's sole responsibility to contact APS, and an upgrade may be required by adding a cellular or an internet communicator.

C. For those premises where APS provides central station monitoring services, you shall furnish APS a list of the names, phones numbers, passwords and signatures of all persons authorized to enter the premises during scheduled closed periods, and You shall be responsible for updating such lists in writing. In cases of supervised opening and closing services, You shall also furnish APS with an authorized daily and holiday opening and closing schedule.

D. You shall carefully and properly set the alarm system each night or at such other times as You shall close the premises. You shall carefully and properly test the alarm system prior to each closed period and shall immediately report to APS any claimed inadequacy in or failure of the system. You shall perform a daily walk test of any motion detection equipment used on the premises, and a weekly test of all doors, windows, central station digital dialers, internet or cellular communicator equipment. APS shall make any necessary repairs as soon after receipt of notice as is reasonably possible.

E. Any claim by You of an error or omission in the construction or installation of the system must be called to APS' attention in writing within (30) days after completion of installation. Upon the expiration of said thirty (30) days, the installation shall be deemed totally satisfactory and accepted by You.

F. You acknowledge and agree that APS has no obligation to monitor or service the system, nor any liability for not doing so, if your account is past due for more than 60 days from the date of the most recent invoice or statement.

G. You represent and warrant that You are the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. You shall indemnify and hold APS harmless from and against any losses or damages, including attorney fees, resulting from breach of such representative and warranty, or from APS' inability to recover system components when You move out of the premises. You acknowledge that APS has no way of knowing of the existence of hidden pipes, wires, or other obstructions within walls, and it's your obligation to make APS aware of such failing conditions which APS shall have no responsibility whatsoever for any damage that may be caused.

**APS Obligations to You:**

- Upon receipt of an alarm signal from your premises, APS shall make every reasonable effort to transmit the alarm promptly to the headquarters of the police or the fire department having jurisdiction unless there is just causes, in APS' sole judgement, to assume that an emergency condition does not exist. APS shall also make a reasonable effort to notify your designated representative by telephone for up to three alarm signals received within a 24-hour period unless instructed to do otherwise by You.

**APS may terminate this Agreement immediately upon written notice:**

- In the event You default in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due and for the unexpired term of this Agreement shall become immediately due and payable.
- In the event APS' central station, the telephone lines, wires or APS equipment within your premises are destroyed or so substantially damaged that it is commercially impracticable to continue services to your premises.

**You may terminate the Agreement:**

- Immediately upon written notice, in the event your premises are, by any cause beyond your control, destroyed or so substantially damaged that it is commercially impracticable for You to continue any operations at such premises, or
- As provided herein relating to expiration and/or relating to price increases. Upon termination, you shall allow APS access to the premises to deactivate and/or remove the signal transmission equipment.

**Assignment:**

- APS may assign this Agreement at any time.