

## Sales Terms

Welcome to the online store (the "Store") provided by Smart Home Sentry, Inc. ("Sentry"). Your purchase of products ("Products") and/or subscription services ("Subscription Services") from the Store constitutes your agreement to be bound by these Terms & Conditions of Sale ("Terms & Conditions") and any additional terms we provide, including but not limited to our [Terms of Service](#) and the terms of the Limited Warranty included with any Sentry Product.

THIS IS A LEGAL AGREEMENT. BY PLACING AN ORDER FOR PRODUCTS AND/OR SUBSCRIPTION SERVICES, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS & CONDITIONS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS & CONDITIONS. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO PURCHASE AND USE PRODUCTS AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS & CONDITIONS, YOU SHOULD NOT PURCHASE THE PRODUCTS.

We reserve the right to change these Terms & Conditions at any time, so please review the Terms & Conditions each time prior to making a purchase from the Store. Every time you order Products and/or Subscription Services from Sentry, the Terms & Conditions in force at that time will apply between you and Sentry. If you purchase our Subscription Services, we will notify you in the event we make changes to these Terms & Conditions that affect your subscription. If you have any questions regarding these Terms & Conditions, you can [contact Sentry](#).

The Store is for retail sales to private consumers only. Please contact [sales@smarthomesentry.com](mailto:sales@smarthomesentry.com) if you wish to other arrangements.

Please read these terms carefully. They require the use of binding arbitration to resolve disputes rather than jury trials or class actions. Please follow the instructions in the Dispute Resolution and Arbitration section below if you wish to opt out of this provision. As a consumer, you have certain legal rights. The disclaimers, exclusions, and limitations of liability under these Terms & Conditions will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties, including exclusions relating to products or services that are faulty or not as described, or the exclusion or limitation of incidental or consequential damages or

other rights. For a full description of your legal rights you should refer to the laws applicable in your country or jurisdiction. Nothing in these Terms & Conditions will affect those other legal rights.

Although the Store is accessible worldwide, the Products and Subscription Services offered on the Store are not designed and tested for use in all countries. If you choose to access the Store and/or use the Products and Subscription Services outside the United States (the "Target Country"), as applicable, you do so on your own initiative and you are solely responsible for complying with applicable local laws in your country. You understand and accept that the Store and the Products and Subscription Services are not designed for use in a non-Target Country and some or all of the features of the Store, Products and Subscription Services may not work or be appropriate for use in such a country. To the extent permissible by law, Sentry accepts no responsibility or liability for any damage or loss caused by your access or use of the Store, Products and Subscription Services in a non-Target Country.

### 1. Compatibility.

You acknowledge that you have verified the compatibility of the Products or Subscription Services you are purchasing with other equipment or software that you intend to use with our Products or Subscription Services. You are solely responsible for determining the compatibility of the Products with other equipment or software you intend to use with our Products or Subscription Services, and you accept that lack of compatibility is not a valid claim under the warranty provided with your Products and does not otherwise constitute a basis for receiving a refund after the 30-day refund policy described below.

### 3. Payment

By providing a credit card or other payment method accepted by Sentry, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your order (including any applicable taxes and other charges). If the payment method you provide cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order. In the event you want to change or update payment information associated with your

Sentry account, you can do so at any time by logging into your account and editing your payment information.

#### 4. Subscription Services

(a) Subscription Plans. We offer different subscription plans for our Subscription Services. For more information about these plans, please visit [smarthomesentry.com](http://smarthomesentry.com).

(b) Continuous Subscriptions. When you purchase any of our Subscription Services, you expressly acknowledge and agree that (1) Sentry is authorized to charge you a monthly or annual subscription service fee depending on the billing cycle you choose (in addition to any applicable taxes) for as long as your subscription continues, and (2) your subscription is continuous until you cancel it or such Subscription Service is suspended, discontinued or terminated in accordance with Sentry's Terms of Service.

(c) Billing. We automatically bill the payment method associated with your Sentry account on a monthly or annual basis (depending on the billing cycle you choose). Day one of your billing cycle is tied to the date you activate your Subscription Services through the Sentry Store or pairing within third-party software. In the event you later decide to purchase additional Subscription Services (each, an "Add-On Service"), your payment for such Add-On Service will be prorated to the renewal date of your initial Subscription Service and the full amount of the add-on service will be charged on your subscription renewal date. You acknowledge that the amount billed may vary due to promotional offers, changes in your Subscription Services plan and changes in applicable taxes, and you authorize us to charge your payment method for the corresponding amounts.

(d) Cancellations and Refunds. You may cancel your Subscription Services at any time by logging into your Sentry account and selecting "Cancel Subscription." Note that merely unpairing equipment or third-party software from the Subscription Service will not trigger cancellation of the Subscription Service. In the event you cancel a Subscription Service, we will provide a prorated refund for the period of time starting the day after cancellation of the Subscription Service through the remainder of your billing cycle. If you cancel a Subscription Service but continue to use other Subscription Service(s) following such cancellation, we may provide the refund to you in the form of an account credit toward your continuing Subscription Service(s).

(e) Free Trials. We may offer free trials of our Subscription Services for limited periods of time. If we offer you a free trial, the specific terms of your free trial will be provided at registration. We have no obligation to notify you when your free trial ends, and we reserve the right to modify or terminate free trials at any time, without notice and in our sole discretion

## 5. Availability and Pricing.

All Products and Subscription Services offered on the Store are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order and to discontinue offering certain Products and/or Subscription Services without prior notice. Prices for the Products and Subscription Services are subject to change at any time, but changes will not affect any order for Products you have already placed. In the event we change the pricing for any Subscription Service you have purchased, we will give you advance notice of this change in accordance with section 16 (Notifications). After receiving this notice, you will be deemed to have accepted the change in pricing, unless you cancel your subscription as set forth in section 4(d) above.

## 6. Sales Tax.

Depending on the order, Sentry calculates and charges sales tax in accordance with applicable laws.

## 7. Resale and Title Transfer.

Purchases made on the Store are intended for end users only, and are not authorized for resale.

## 9. Installation.

There may be laws in the jurisdiction that you install a particular equipment used in conjunction with Sentry's software or subscription services applicable to where and how to install that equipment. You should check that you are in compliance with all relevant laws in your jurisdiction. Sentry is not responsible for any injury or damage caused by an independent installer or self-installation.

**11. Dispute Resolution and Arbitration PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS.**

(a) Arbitration. Sentry and you agree to arbitrate all disputes and claims that arise from or relating to these Terms & Conditions or your use of the Products and/or Subscription Services in any way, except for claims arising from bodily injury. This agreement to arbitrate is intended to be broadly interpreted, including, for example:

- claims arising out of or relating to any aspect of the relationship between us that is created by or involves these Terms & Conditions and/or your use of the Products and/or Subscription Services, regardless of the legal theory;
- claims for mental or emotional distress or other emotional/mental injury arising from the relationship between us;
- claims that arose before you accepted these Terms & Conditions (such as claims related to disclosures or the marketing of the Products and/or Subscription Services or the process for seeking approval to use the Products and/or Subscription Services);
- claims that may arise after the termination of your use of the Products and/or Subscription Services or any agreement between us; and
- claims brought by or against our respective subsidiaries, parent companies, members, affiliates, as well as the respective officers, directors, employees, agents, predecessors, successors, and assigns of these entities, you, and Sentry.

This arbitration agreement does not preclude either of us from bringing an individualized action in small claims court. It also does not preclude either of us from seeking an individualized preliminary injunction or temporary restraining order, pending arbitration, in any court that has jurisdiction. Nor does this arbitration agreement bar you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. In addition, you or Sentry may seek injunctive or other equitable relief to protect your or its trade secrets and intellectual property rights or to prevent loss or damage to its services in any court with competent jurisdiction.

You agree that, by entering into this agreement, we are each waiving the right to a trial by jury or to participate in a class or representative action. These Terms & Conditions evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

(b) Notice of disputes. If either of us intends to seek arbitration of a dispute, that party must provide the other with notice in writing. The notice to Sentry should be sent to Sentry Corporate Headquarters.

Sentry will send notice to you at the e-mail and/or mailing addresses associated with your account. Your notice to Sentry must (a) provide your name, mailing address, and email address; (b) describe the dispute; and (c) state the relief you are requesting. If we are unable to reach an agreement to resolve the dispute within 60 days after the notice is received, you or we may commence arbitration.

(c) Arbitration procedures. The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. If the AAA is unavailable, the parties shall agree to another arbitration provider or the court shall appoint a substitute. Unless you and we agree otherwise, any arbitration hearings will take place in the county (or parish) where you are receiving Sentry Services. If the value of your claim is \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by telephone, or by an in-person hearing. If the value of your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of this arbitration provision or the arbitrability of disputes are for the court to decide. The arbitrator may consider but is not bound by rulings in other arbitrations between Sentry and Sentry users. The arbitrator can award the same individualized damages and relief that a court can award. Judgment on the award may be entered by any court having jurisdiction.

(d) Costs of arbitration. The AAA's fee schedule is subject to change and may be found in the AAA Rules (available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879). Sentry will pay all AAA filing, administrative, and arbitrator fees for any arbitration that Sentry commences. If you provided Sentry with 60 days' notice of your intent to arbitrate before commencing arbitration and the value of your claim is \$75,000 or less, Sentry will pay your share of any such AAA fees. If the value of your claim exceeds \$75,000, the allocation of AAA fees will be governed by the AAA Rules (unless the law of your state requires Sentry to pay all such fees). If, however,

the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of all AAA fees shall be governed by the AAA Rules. In such cases, the arbitrator may direct you to reimburse Sentry for amounts that Sentry paid on your behalf.

(e) No class arbitration. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND SENTRY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless all affected parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If a court decides that applicable law precludes enforcement of any of this subsection's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

(f) 30-Day Opt-Out Period. If you do not wish to be bound by the arbitration and class-action waiver provisions in this section 11, you must notify Sentry in writing within 30 days of the date that you first accept these Terms & Conditions (unless a longer period is required by applicable law). Your written notification must be mailed to Sentry Corporate Headquarters. Subject to section 11(g) below, if you do not notify Sentry in accordance with this section 11(f), you agree to be bound by the arbitration and class-action waiver provisions of these Terms & Conditions, including such provisions in any Terms & Conditions revised after the date of your first acceptance.

Such notification must include: (a) your name, (b) the email address associated with your Sentry account, (c) your mailing address, and (d) a statement that you do not wish to resolve disputes with Sentry through arbitration. This notification affects these Terms & Conditions only; if you previously entered into other arbitration agreements with Sentry or enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in these Terms & Conditions shall not affect the other arbitration agreements between you and Sentry.

(g) Future changes to arbitration provision. If Sentry makes any changes to the Dispute Resolutions and Arbitration section of these Terms & Conditions (other than

a change to the address at which Sentry will receive notices of dispute, opt-out notices, or rejections of future changes to the Dispute Resolution and Arbitration section), you may reject any such change by sending us written notice within 30 days of the change to Sentry Corporate Headquarters. It is not necessary to send us a rejection of a future change to the Dispute Resolution and Arbitration section of these Terms & Conditions if you had properly opted out of the arbitration and class-action waiver provisions in this section 11 within the first 30 days after you first accepted these Terms & Conditions. If you have not properly opted out of the arbitration and class-action waiver provisions in this section 11, by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration provision, as modified by any changes you did not reject.

## 12. Warranties and Disclaimers.

As far as permitted by applicable law, the Store, and all content available on the Store, is provided on an "as-is" basis without warranties or conditions of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. All products and services purchased through the Store are provided on an "as-is" basis unless otherwise noted in the Limited Warranty included with a Product. With respect to Sentry Products or Subscription Services, you may choose whether to make a claim under these Terms & Conditions or the Limited Warranty or both, but you may not recover twice in respect of the same loss. To initiate a return under the Limited Warranty for your Sentry Software or Subscription Services, you should [contact Sentry](#).

You use any Products or Subscription Services at your own discretion and risk. You will be solely responsible for (and Sentry disclaims) any and all loss, liability or damages resulting from your use of a Product and/or Subscription Service, including damage or loss to your home, property, Product, other cameras, computers, or electronics used in conjunction with the Product, computer, mobile device, and all other items and pets in your home. Unless explicitly promising a "guarantee," Sentry does not guarantee or promise any specific level of energy savings or other monetary benefit from the use of a Product and/or Subscription Services or any feature of them. Actual energy savings and monetary benefits vary with factors beyond Sentry's control or knowledge.



Sentry gives no warranty regarding the life of the batteries used in cameras, computers, or other electronics used in conjunction with Sentry's software or subscription services. Actual battery life may vary depending on a number of factors, including the configuration and usage of software and subscription services.

### 13. Limitation of Liability.

Nothing in these Terms & Conditions and in particular within this "Limitation of Liability" section shall attempt to exclude or limit liability that cannot be excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) SENTRY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE PRODUCTS OR SUBSCRIPTION SERVICES, EVEN IF SENTRY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) SENTRY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PRODUCTS AND SUBSCRIPTION SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU TO SENTRY OR SENTRY'S AUTHORIZED RESELLER FOR THE PRODUCT OR SUBSCRIPTION SERVICE AT ISSUE IN THE PRIOR TWELVE (12) MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. Sentry DISCLAIMS ALL LIABILITY OF ANY KIND OF SENTRY'S LICENSORS AND SUPPLIERS.

### 14. Data Protection.

By placing an order for Products and/or Subscription Services, you agree and understand that Sentry may store, share, process and use data collected from your order form or phone/fax/email order for the purposes of processing the order. Sentry may also share such data globally with its subsidiaries. Sentry will protect your information in accordance with the [Privacy Policy for Sentry Sites](#). Sentry works with other companies that help Sentry provide Products and Subscription Services to you, such as cloud service providers, freight carriers, and credit card processing companies, and Sentry may have to share certain information with these companies for this purpose.

### 15. Electronic Communications.

You are communicating with Sentry electronically when you use the Store or send email to Sentry. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you order in the Store, we collect and store your email address. From that point forward, your email address is used to send you information about Sentry's products and services unless you opt-out of such emails using the opt-out link in the emails.

#### 16. Notifications.

Sentry may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your Sentry account, hard copy, or posting of such notice on the Sentry website. Sentry is not responsible for any automatic filtering you or your network provider may apply to email notifications. Sentry recommends that you add @smarthomesentry.com URLs to your email address book to help ensure you receive email notifications from Sentry.

#### 17. Force Majeure.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by an act or event beyond our reasonable control, including without limitation acts of God, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, terrorist attack, war, fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

#### 18. Protection of Confidentiality and Intellectual Property Rights.

Notwithstanding the foregoing, Sentry may seek injunctive or other equitable relief to protect its confidential information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction.

#### 19. Severability.

If any part of these Terms & Conditions becomes illegal, invalid, unenforceable, or prohibited in any respect under any applicable law or regulation, such provision or part thereof will be deemed to not form part of the contract between us. The legality,

validity or enforceability of the remainder of these Terms & Conditions will remain in full force and effect.

#### 20. Survivability.

The obligations in Sections 11, 12, 13, and 14 through 22 will survive any expiration or termination of these Terms.

#### 21. Waiver.

Failure or delay by us to enforce any these Terms & Conditions will not constitute a waiver of our rights against you and does not affect our right to require future performance thereof.

#### 22. Governing Law and Jurisdiction.

These Terms & Conditions are governed by the laws of the State of California without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You agree to submit to the personal jurisdiction of the state and federal courts in or for Santa Clara County, California for the purpose of litigating all such claims or disputes, unless such claim or dispute is required to be arbitrated as set forth in an above section.