

GSM PROVIDER END USER DISCLOSURE

The alarm dealer with whom End User has contracted (the “**Alarm Service Provider**”) is selling one or more Services offered by (the “**GSM Provider**”) to enable communications with intrusion and other equipment at End User’s premises, which may include the transport of alarm signals from End User’s premises to a monitoring station and other communications and interaction with such equipment via a cellular communication network. These communications utilize a proprietary cellular technology know as the “**Service**”. The GSM Provider makes the Service available to End Users by contracting with a cellular service provider operating cellular networks covering the location of the End User’s premises (“**Associated Cellular Carrier**”). The GSM Provider and the Associated Cellular Carrier are collectively referred to herein as the “**Providers**”. End User acknowledges and agrees that End User’s contractual relationship is with the Alarm Service Provider and not with any of the Providers, and that the Service is provided by the Providers without warranty and subject to the following limitations.

- 1. Limitation of Liability.** End User acknowledges and agrees that End User’s contractual relationship is with the Alarm Service Provider, and not with any of the Providers, and that the Service is provided by the Providers without warranty and subject to the following limitations:
 - i. End User has no property right in any identifier issued to or associated with End User or any equipment used by End User.
 - ii. End User expressly understands and agrees that it has no contractual relationship whatsoever with the Associated Cellular Carrier or the GSM Provider and that End User is not a third party beneficiary of any agreement between the Alarm Service Provider, any Reseller of the Service, the GSM Provider and/or the Associated Cellular Carrier. In addition, End User expressly understands and agrees that the Associated Cellular Carrier and the GSM Provider make no representations or warranties whatsoever and shall have no legal, equitable, or other liability of any kind to End User, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise.
 - iii. End User shall indemnify and hold harmless the GSM Provider and the Associated Cellular Carrier and each of their respective officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, infringement of copyright or personal injury or death, arising in any way, directly or indirectly, in connections with the use, misuse, failure to use, or inability to use the Service and associated equipment. This indemnity shall survive the termination of End User’s Services agreement and this agreement.
 - iv. The Service is provided without warranty of any kind, whether express or implied, including any warranty or merchantability and any warranty that the Service is fit for any particular purpose.
 - v. SMS messages generated by an End User from a mobile device may not be received by a Carrier or receipt thereof may be delayed, due to technical limitations in SMS messaging Services offered by such Carrier resulting in a delay or failure in the processing and implementation of any commands contained in such SMS messages. None of the Providers will be liable to End User for any SMS messages sent by or the End User in connection with the Services that are delayed or not delivered, regardless of the reason for delay or non-delivery, including, without limitation, message processing or transmission errors. None of the Providers makes any representations or warranties regarding the quality, reliability, timeliness or security of the SMS command and control Services or that they will be error-free, uninterrupted, and free from unauthorized access or that all SMS messages will be delivered. End User also acknowledges that, in addition to any fees charged by the Providers for the SMS command and control Service, End User will be charged by his/her/its Carrier in accordance with the End User’s particular wireless plan for any SMS messages send or received using the SMS command and control Services.
- 2. End User Information.** Unless End User provides express consent or disclosure is pursuant to a legal power, all information kept by the Alarm Service Provider regarding the End User, other than the End User’s name, address, and listed telephone number, is confidential and may not be disclosed by Alarm Service Provider to any other than:
 - i. The End User;
 - ii. A person who, in the reasonable judgement of Alarm Service Provider, is seeking the information as an agent of the End User;
 - iii. Another telephone company, provided the information is required for the efficient and cost-effective provision of telephone Service and disclosure is made on a confidential basis with the information to be used only for that purpose;
 - iv. A company involved in supplying the End User with telephone or telephone directory related Services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or
 - v. An agent retained by the Alarm Service Provider in the collection of End User’s account, provided the information is required for and is to be use only for that purpose.

Express consent may be taken to be given by an End User where the End User provides:

- i. Written consent;
- ii. Oral confirmation verified by and independent third party;
- iii. Electronic confirmation through the use of a toll-free number;
- iv. Electronic confirmation via the Internet;
- v. Oral consent, where an audio recording of the consent is retained by Alarm Service Provider; or
- vi. Consent through other methods, as long as an objective documented record of customer consent is created by the customer or by and independent third party.

End User hereby consents to the use of End User's personal information in accordance with Alarm Service Provider's privacy policy.

3. Limits on Liability for Emergency Services Provided on a Mandatory Basis

In respect of the provision of emergency Services on a mandatory basis (i.e. 911 and for greater certainty, no alarm monitoring Services), the Providers and the Alarm Service Provider are not liable for:

- i. Libel, slander, defamation, or the infringement of copyright arising from material or messages transmitted over the network from End User's property or premises or recorded by End User's equipment or Alarm Service Provider's equipment;
- ii. Damages arising out of End User's act, default, neglect or omission in the use or operation of equipment provided by Alarm Service Provider;
- iii. Damages arising out of the transmission of material or messages over the network on End User's behalf which is in any way unlawful; or
- iv. Any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from End User's facilities and equipment.

Furthermore, except in cases where negligence on Alarm Service Provider's part results in physical injury, death, or damage to End User's property or premises, Alarm Service Provider's liability for negligence related to the provision of emergency Services on a mandatory basis is limited to the greater of \$20 and three times the amount (if any) Alarm Service Provider would otherwise be entitled to receive as a refund for the provision of defective cellular service. However, Alarm Service Provider's liability is not limited by this subsection in cases of deliberate fault, gross negligence, or anti competitive conduct on Alarm Service Provider's part or in cases of breach of contract where the breach results from Alarm Service Provider's gross negligence.

Alarm Service Provider's rights and obligations, including limitations of liability, in respect of the provision of alarm monitoring Services shall be as set forth in the alarm Services agreement between End User and Alarm Service Provider and nothing set forth herein shall limit Alarm Service Provider's rights under such agreement.

4. Certain Acknowledgements. End User Acknowledges and agrees that:

- i. Alarm Service Provider is acting as agent to the GSM Provider and the Associated Cellular Carrier for the limited purpose of securing performance of the foregoing provisions.
- ii. The GSM Provider and the Associated Cellular Carrier's Services do not include any voice services. Alarm Service Provider's provision of cellular Service to End User is subject to the GSM Provider and the Associated Cellular Carrier's rules, guidelines, and procedures.
- iii. The SIM supplied with the equipment may only be used in such equipment and in no other wireless device.
- iv. The Service may be temporarily refused, interrupted, or limited at any time because of (A) limitations to Associated Cellular Carrier's facilities; (B) transmission limitations cause by atmospheric, topographical, or other factors reasonably outside of the Associated Cellular Carrier's control; or (C) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the Services. End User's equipment must be in operating range of the Associated Cellular Carrier's facilities in order to function.
- v. Individual data transmissions may be involuntarily delayed for a variety of reasons, including atmospheric conditions, topography, weak batteries, system over-capacity, movement outside a service area and gaps in coverage within a service area.
- vi. (A) One hundred percent of messages and signals may not be delivered; (B) The Providers will not be liable to End User for any signals or messages deleted or not delivered, regardless of the reason for deletion or non-delivery, including, without limitation, message or signal processing or transmission errors; and (C) The Providers make no representation or warranty regarding the quality, timeliness or security of the Service or that the Service will be uninterrupted, error free, free from unauthorized access, or that all messages and signals will be delivered.
- vii. (A) It is possible for third parties to monitor data traffic over the cellular network and privacy cannot be guaranteed; (B) If End User desires to secure transmission of data and signals, End User must provide for its own means of doing so; And (C) End User, the GSM Provider and Alarm Service Provider assume full responsibility for the establishment of appropriate security measures to control access to their own respective equipment and information.
- viii. The Service is for End User's use only and End User may not resell the Service to any other party.
- ix. Alarm Service Provider's ability to provide cellular Services to End User is subject to and dependent upon applicable agreements amongst or between Alarm Service Provider, Reseller, the GSM Provider and Associated Cellular Carrier (the "underlying agreements"). Alarm Service Provider's obligation to provide Cellular Services to End User shall terminate upon termination of any of the underlying agreements or if Associated Cellular Carrier otherwise refuses Service for End User.

By signing here, you agree that you have read and agree to the terms and conditions on the following pages

Date: _____

Signature: _____

Printed: _____

Date: _____

Signature: _____

Printed: _____