



XFINITY Home

1-800-XFINITY

See Page 6 for Company Address and License Information

RESIDENTIAL ALARM INSTALLATION AND SERVICES AGREEMENT

CUSTOMER INFORMATION

Date	Account Holder	
Phone Number at Service Address	Authorized User (Party authorized to sign for Account Holder)	
	Customer Account Number	
	Technician Name	
Service Address	Job ID #	Technician ID #
	ACE # (California Only)	

This Residential Alarm Installation and Services Agreement (this "Agreement") governs your purchase and use of the Xfinity Home Services ("Services"). By signing below, you agree to the terms & conditions contained in this Agreement and to pay all fees associated with the Services purchased by you. **The fees for your Services were disclosed to you and agreed upon by you during your order and/or activation.**

**The monthly fees for the Services may be changed by Company with thirty (30) days' prior notice to you.** Your continued use of the Services after the date of the price change shall constitute your acceptance of such change.

Within ten (10) days of the date on which Services are disconnected, you will return all routers, Touchscreens, Multimedia Hub Devices, security sensors, key pads or motion detectors provided or leased to you by Company during your initial Installation, excluding equipment purchased or provided by you ("Company Equipment"). The Company Equipment must be returned to us at our local business office or as otherwise directed in good condition, normal wear and tear excepted. If you do not, you will be charged a monthly recurring fee or lease fee for the Company Equipment of \$9.95, plus applicable fees and taxes, until you return the equipment and/or, if you terminate all Company services, a one-time charge equal to \$250.

If your residence is located within a state or municipality that requires visual verification of an alarm signal prior to dispatch of emergency responders, emergency responders may be delayed or cancelled due to lack of such verification. Company has engaged a private guard firm ("Firm") to provide such verification services ("Verified Response Service"). Such Firm may dispatch patrol personnel to the Service Address (the "Premises") in order to provide visual verification prior to dispatch of emergency responders. **The role of the patrol personnel is not to prevent criminal activity**, but to provide verification that a security breach has occurred and alert the appropriate emergency responders. Patrol personnel dispatched by Firm may be armed solely for their own protection, but are not responsible for the protection of you, your property, your guests or your guests' property. **Comcast may charge you the Verified Response Service fee at any time if the Premises is located in an area that mandates Verified Response Service. You cannot cancel the Verified Response Service during the term of this Agreement.**

Customer Signature: \_\_\_\_\_

IMPORTANT INFORMATION ABOUT YOUR SERVICES

*No handwritten changes or modifications to this Agreement shall be accepted by the Company, and no such changes shall be enforceable. The following provisions apply to your use of the Services whether you initial below or not. The Company asks for your initials below only to draw your attention to these important provisions.*

**Familiarization Period. FOR A SEVEN (7) DAY PERIOD (OR SUCH LONGER PERIOD AS REQUIRED BY LAW), BEGINNING ON THE DATE OF THE INSTALLATION OF YOUR SYSTEM, EMERGENCY RESPONDERS WILL NOT BE CONTACTED ON INTRUSION ALARMS.**

You agree that Company has no obligation to, and will not, respond to intrusion signals from your home that are received at our alarm monitoring center. You also agree that during such period we have no obligation to, and will not, notify any authorities, you or your designated representative, or take any other action with regard to any intrusion alarm signal we receive, even if due to an actual emergency event.

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Customer Initials

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**Emergency Dispatch Information. You agree to complete the Emergency Dispatch Setup section of your subscriber portal at [www.xfinity.com/xhsportal](http://www.xfinity.com/xhsportal), including emergency contact information, central station passcode and alarm permit number (if any), and to keep such information up to date at all times. If you do not complete and keep up to date the Emergency Dispatch information, it may result in a delay or failure of emergency response. If you wish to make a change in your Emergency Dispatch information or Central Station Passcode, please call 1-800-XFINITY or access the subscriber portal at [www.xfinity.com/xhsportal](http://www.xfinity.com/xhsportal). Company is authorized to share this information with its agents, including the company monitoring your alarm system. The person(s) identified in your Emergency Dispatch will be authorized to act on your behalf, including canceling an alarm (if they can provide the Central Station with the proper Passcode). **COMPANY AND COMPANY RELATED PARTIES ARE ENTITLED TO RELY SOLELY ON YOUR EMERGENCY DISPATCH SETUP AND THE INSTRUCTIONS OF SUCH PERSON.****

You acknowledge that the Company and the Company Related Parties may be subject to applicable laws and industry standards designed to reduce false alarms, and that these may result in practices and procedures that delay either the notification of emergency responders or other verification procedures in response to monitored alarms. You agree that the Company and the Company Related Parties may in their sole discretion, attempt to contact you and/or persons identified in your Emergency Dispatch Setup to verify that a signal is not a false alarm. **IF COMPANY HAS REASON TO BELIEVE THAT NO EMERGENCY CONDITION EXISTS, IT MAY ELECT, IN ITS SOLE DISCRETION, NOT DISPATCH EMERGENCY AUTHORITIES AND/OR NOT FOLLOW THE NOTIFICATION OR OTHER VERIFICATION PROCEDURES UTILIZED FOR EMERGENCY CONDITIONS.** Neither Company nor Company Related Parties shall be liable for its failure to contact you or any person designated by you as your emergency contact as contemplated in this paragraph.

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Customer Initials

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**Limitation of Liability. AS FURTHER DETAILED IN SECTION 4 OF THE ADDITIONAL TERMS AND CONDITIONS ON THE BACK OF THIS AGREEMENT, IF COMPANY OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS OR THEIR NEGLIGENCE OR THE FAILURE TO PERFORM ITS OR THEIR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, THE MAXIMUM LIABILITY (INCLUDING JOINT AND SEVERAL LIABILITY) WILL BE \$250.00. THIS AMOUNT IS THE AGREED UPON DAMAGES, IS NOT A PENALTY AND SHALL BE CUSTOMER'S EXCLUSIVE REMEDY.**

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Customer Initials

**Permit to Operate an Alarm System.** If a permit to install or operate an alarm system is required in the municipality in which you live, you acknowledge that (a) unless otherwise required by law, it is your responsibility, and not that of Company, to obtain the permit and to pay all costs associated with obtaining the permit, and (b) local authorities may not respond to a premises which does not have a required permit. IF AN ALARM IS ACTIVATED AND YOU DO NOT HAVE A PERMIT, WHERE REQUIRED, OR IF YOUR ALARM SYSTEM GENERATES A FALSE ALARM, YOU ACKNOWLEDGE THAT THE LOCAL AUTHORITIES MAY IMPOSE FINES AND PENALTIES ON YOU AND COMPANY, ALL OF WHICH ARE YOUR RESPONSIBILITY TO PAY. You are responsible for any fees paid by Company to obtain an alarm user permit on your behalf. Company may charge you an administrative fee for each instance of a fine or fee that is paid by the Company. **You understand that when you receive your alarm permit number, you must add it to the Emergency Dispatch Setup section of your subscriber portal at [www.xfinity.com/xhsportal](http://www.xfinity.com/xhsportal).**

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Customer Initials

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**Smoke and Carbon Monoxide Detectors.** Company strongly recommends that you bring your household fire alarm system up to the applicable code in the jurisdiction where you live. Contact your local fire department for more information. Additionally, the National Fire Protection Association has published the National Fire Alarm and Signaling Code (NFPA 72) that includes recommendations regarding the number and placement of smoke alarms and smoke detectors (see [www.nfpa.org](http://www.nfpa.org) for more information). If the System includes smoke or carbon monoxide detectors, you agree the number and placement of such detectors may not meet codes, laws or standards that apply in your jurisdiction. **You, and not Company, are responsible for choosing the number and location of these devices in your home and complying with all applicable codes and laws.** If you have existing smoke detectors or alarms or carbon monoxide detectors in your home, **any devices installed by Company to provide the Services are a secondary, supplemental system and do not replace the primary system that you are responsible for maintaining in your home.** If you have no existing smoke detection devices in your home, Company may install, at your request, a household fire alarm system that meets the requirements of NFPA 72. Do not remove or de-activate any pre-existing smoke or carbon monoxide devices in your home, as they make up your primary system.

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Customer Initials

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**Limited Cellular Backup.** The System depends on cellular service as back-up to the primary transmission systems in order to communicate with the monitoring facility. If your home is in an area with little or no cellular service over the cellular networks used by Company, the System may not be able to transmit alarm signals in the event of a disruption in the primary transmission system(s). You need to test your System on a regular basis to ensure the primary transmission system is connected.

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Customer Initials

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**Thermostat.** If you purchase a thermostat from Company, you represent and acknowledge that (i) your HVAC system is contained wholly within your home; (ii) Company may remove your existing thermostat and replace it with a Company-installed thermostat; and (iii) that you have obtained any required authorization for Company to replace your thermostat. Company is not responsible for any other aspect of your HVAC system and you hereby represent that your HVAC system is in good working order. You understand and acknowledge that Company shall not be liable if the installation or replacement of the thermostat invalidates any warranty coverage for any reason.

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Customer Initials

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**Notices.** Unless otherwise indicated, all notices must be in writing, dated and signed by You and must be sent by first class mail or delivered to the Company's address as set forth in the Notice of Cancellation included in your Welcome Kit.

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**FOR CALIFORNIA CUSTOMERS ONLY:** The Installation shall commence on the Estimated Start Date and shall be considered to be substantially commenced at the time at which the Installation actually begins at your Premises. In the event Company is unable to commence the Installation on the Estimated Start Date, you will be notified by Company of the amended Estimated Start Date. A failure by Company, without legal excuse, to substantially commence work within twenty (20) days from the Estimated Start Date is a violation of the Alarm Company Act. Upon completion of the Installation, Company shall thoroughly instruct you in the proper use of the System. **Company is licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814.**

Equipment Location Record												
Equipment Location:												
Equipment	No.	Living Room	Family Room	Front Entrance	Back Entrance	Basement Entrance	Garage Entrance	Master Bed	Bed #2	Bed #3	Basement	
Camera												
Door/Window Sensor												
Keychain Remote												
Keypad												
Motion Sensor												
Outlet Controller												
Panel Replacement Module												
Powerline Device												
Remote Siren												
Smoke Detector												
Targeted Motion Sensor												
Thermostat												
Touchscreen												
Water Detector												
<b>Notes:</b>												

By signing below, you acknowledge that, at your direction, the equipment above was installed and is operable in your home in the specified locations.

Customer Signature: \_\_\_\_\_

**BUYER'S RIGHT TO CANCEL**

FOR CUSTOMERS IN ARIZONA:

1. Do not sign this agreement if any spaces intended for the agreed terms to the extent then available are left blank.
2. You are entitled to a copy of this agreement at the time you sign it.
3. 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.
4. You may cancel this agreement any time prior to midnight of the third business day after the date of this transaction.
5. It shall not be legal for the seller to enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this agreement.

FOR CUSTOMERS IN THE DISTRICT OF COLUMBIA: IF THIS AGREEMENT WAS SOLICITED AT OR NEAR YOUR RESIDENCE AND YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY MAILING NOTICE TO THIS SELLER. THE NOTICE MUST SAY THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE MAILED BEFORE MIDNIGHT ON THE THIRD BUSINESS DAY AFTER YOU SIGNED THIS AGREEMENT. THE NOTICE MUST BE MAILED TO: ONE COMCAST CENTER, PHILADELPHIA, PA 19103 ATTN.: V.P. OF XFINITY HOME IF YOU CANCEL, THE SELLER MAY NOT KEEP ANY OF YOUR CASH DOWN PAYMENT.

FOR CUSTOMERS IN FLORIDA: THIS IS A HOME SOLICITATION SALE, AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM, OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT THE SELLER MAY NOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT.

FOR CUSTOMERS IN MICHIGAN: 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. ADDITIONALLY, THE SELLER IS PROHIBITED FROM HAVING AN INDEPENDENT COURIER SERVICE OR OTHER THIRD PARTY PICK UP YOUR PAYMENT AT YOUR RESIDENCE BEFORE THE END OF THE THREE (3) BUSINESS DAY PERIOD IN WHICH YOU CAN CANCEL THE TRANSACTION.

FOR ALL OTHER CUSTOMERS: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT ON THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

**Comcast Customer Guarantee** In addition to any statutory three (3) day right of cancel you may have, Company provides you with a thirty (30) day, money-back guarantee on your Services. If you are not satisfied with your Services and wish to cancel for any reason, you can do so within the first thirty (30) days after the date of your installation. Return all equipment in good working order and the Company will refund the monthly recurring fee for your first thirty (30) days of service, any charges you paid for standard installation and any Equipment purchased after such Equipment is returned to the Company.

By signing below and initialing above, you represent that you are at least 18 years old; that you are the owner of or tenant or authorized user at the Service Address and authorized to make installation decisions; and that the installation or other work has been satisfactorily completed. You authorize Company to obtain a credit report from a consumer credit agency in connection with the Services you are receiving. You agree to use the Services and the Company Equipment for only personal, residential, non-commercial purposes, unless otherwise specifically authorized by Company in writing. **YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED THIS AGREEMENT, WHICH INCLUDES THE ADDITIONAL TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS AGREEMENT, AND THAT YOU HAVE READ AND UNDERSTOOD ITS TERMS, ESPECIALLY THOSE PARAGRAPHS RELATING TO YOUR INDEMNIFICATION OF THE COMPANY AND COMPANY RELATED PARTIES AND THE COMPANY'S AND THE COMPANY RELATED PARTIES' LIMITED LIABILITY INCLUDED IN THE ADDITIONAL TERMS AND CONDITIONS.** YOU AGREE THAT YOU ARE BOUND BY THIS AGREEMENT, INCLUDING ANY EQUIPMENT LOCATION RECORD, ADDITIONAL TERMS AND CONDITIONS, ANY FIRE ALARM ADDENDUM AND WORK ORDER SIGNED OR ACCEPTED BY YOU, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE AND, TOGETHER WITH THIS DOCUMENT, CONSTITUTE THE PARTIES' ENTIRE AGREEMENT. You understand this Agreement includes provisions that limit your rights. You have reviewed those provisions, including, but not limited to, provisions regarding limitation of liability, indemnity and system limitations.

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Technician Signature \_\_\_\_\_

Date \_\_\_\_\_

**Company Address Information**

Arizona

8251 N Cortaro Road  
Tucson, AZ 85743

California

3011 Comcast Place  
Livermore, CA 94551

Colorado

183 Inverness Drive West  
Englewood, CO 80112

Colorado

8000 E. Iliff Avenue  
Denver, CO 80231

Connecticut

222 New Park Drive  
Berlin, CT 06037

Georgia

2925 Courtyard Drive  
Norcross, GA 30071

Illinois

1500 McConnor Parkway  
Schaumburg, IL 60173

Michigan

41112 Concept Drive  
Plymouth, MI 48170

Minnesota

10 River Park Plaza  
St. Paul, MN 55107

New Mexico

4611 Montbel Place  
Albuquerque, NM 87107

New York

21 Old RT 6  
Carmel, NY 10512

Oregon

9605 SW Nimbus Avenue  
Beaverton, OR 97008

Pennsylvania

1701 JFK Boulevard  
Philadelphia, PA 19103

Tennessee

2030 E. Polymer Drive  
Chattanooga, TN 37421

Tennessee

660 Mainstream Drive  
Nashville, TN 37228

Texas

8590 West Tidwell Road  
Houston, TX 77040

Utah

9602 S 300 W  
Sandy UT 84070

Virginia

5401 Staples Mill Road  
Richmond, VA 23228

Washington

15815 25th Avenue  
Lynnwood, WA 98087

**Company License Numbers**

**AL:** 001484, 001504 Complaints may be directed to the Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, PMB 392 Montgomery, AL 36116, (334) 264-9388; **AR:** 12-030 Regulated by the Department of Arkansas State Police, 1 State Police Plaza Drive Little Rock, Arkansas 72209, (501) 618-8600; **AZ:** ROC 280515, BTR 18287-0; **CA:** CSLB 974291, ACO 7118 Licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814; **CT:** ELC 0189754-C5; **DE:** FAL-0299, FAC-0293, SSPS 11-123; **FL:** EF0000921, EF20001002, EF0001095; **GA:** LVU406303, LVU406264, LVU406190; LVU406354; **IL:** PACA 127-001503; **LA:** F1691; **MA:** SS-001968; **MD:** 107-1776; **ME:** LM50017039; **MI:** 3601206217; **MN:** TS674412; **MS:** **15018010**; **NC:** 2335-CSA; **NJ:** Burglar and Fire Alarm Business Lic. # 34BF00047700; **NM:** 373379; **NY:** licensed by the N.Y.S. Department of State 12000305421; **OH:** LIC# 53-89-1732; **OR:** CCB 192945; **SC:** BAC-13497, FAC-13440; **TN:** ACL 1597, ACL 1604; **TX:** ACR-1672104,-1818, B16922, B02571 Licensed by the Texas Department of Public Safety Private Security Board, P.O. Box 4087, Austin, TX 78773, (512) 424-7293; **UT:** 8226921-6501; **VA:** 2705145289, DCJS 11-7361; **VT:** ES-02366; **WA:** COMCABS892DS; **WASHINGTON, DC:** ECS 902687, BBL 602512000005; **WV:** WV049211. Valid 4/19/17. See [www.xfinity.com/home-security](http://www.xfinity.com/home-security) for current list.

**NOTICE OF CANCELLATION**

(DATE OF TRANSACTION)

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) 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 (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**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 TWENTY (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 XFINITY HOME, AT ONE COMCAST CENTER, PHILADELPHIA, PA 19103, ATTN.: V.P. OF XFINITY HOME NOT LATER THAN MIDNIGHT OF:**

\_\_\_\_\_ (Date three business days after Installation)

**I HEREBY CANCEL THIS TRANSACTION.**

**DATE: \_\_\_\_\_ CUSTOMER'S SIGNATURE: \_\_\_\_\_ SIGN ONLY IF CANCELLING CONTRACT**

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

Phone Number: \_\_\_\_\_

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

Account Number: \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

This Agreement limits Company's and Company's affiliates, and its and their agents', representatives', suppliers', service providers', contractors' and subcontractors ("Company Related Parties") liability. These Terms and Conditions are part of your Agreement. **Please read these Term and Conditions applicable to your Services carefully prior to signing this Agreement.**

1. **Monitoring and other Services.** The Company will monitor, or contract with a licensed Company Related Party to monitor, signals from the System during the Term. You acknowledge that the Company and the Company Related Parties may be subject to applicable laws and industry standards designed to reduce false alarms, and that these may result in practices and procedures that delay either the notification of emergency responders or other verification procedures in response to monitored alarms. You agree that the Company and the Company Related Parties may, in its and their sole discretion, attempt to contact you and/or persons identified as verification, notify or emergency dispatch contacts to verify that a signal is not a false alarm. **IF THE COMPANY OR ANY COMPANY RELATED PARTIES HAS REASON TO BELIEVE THAT NO EMERGENCY CONDITION EXISTS, IT MAY ELECT, IN ITS OR THEIR SOLE DISCRETION, NOT TO DISPATCH EMERGENCY AUTHORITIES AND/OR NOT TO FOLLOW THE NOTIFICATION OR OTHER VERIFICATION PROCEDURES UTILIZED FOR EMERGENCY CONDITIONS.** Neither the Company nor the Company Related Parties shall be liable for its failure to contact you or any person in your Emergency Dispatch information as contemplated in this paragraph.

The Company and the Company Related Parties may, without prior notice, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures. Further, if any System relays or records three (3) or more false alarm signals within a twenty-four (24) hour period, the Company and/or the Company Related Parties may place such System in test status. **THROUGHOUT THE DURATION OF ANY TEST STATUS PERIOD, FOR ANY REASON AND/OR AT THE REQUEST OF ANY PERSON OR ENTITY WHATSOEVER, NEITHER THE COMPANY NOR ANY COMPANY RELATED PARTIES WILL HAVE ANY OBLIGATION TO PERFORM THE SERVICES.** You further agree to comply with all permitting or alarm user requirements under applicable law with respect to the operation of the System and our provision of the Services, and to provide the Company with the permit or alarm user number and such other information as we may request from time to time. **THE COMPANY RESERVES THE RIGHT TO DISCONTINUE THE SERVICES IF YOU DO NOT COMPLY WITH ANY SUCH REQUIREMENTS.**

The Company may contract the performance of all or any portion of the Services to any Company Related Parties, and provide such Company Related Parties with all information regarding you as the Company deems necessary or appropriate to the provision of the Services, which information the Company Related Parties may retain and use in accordance with applicable law. You acknowledge that you have no contractual relationship with, or rights as a third party beneficiary with respect to, any Company Related Parties. You also acknowledge and agree that the protections afforded to the Company under this Agreement apply to each of the Company Related Parties, including, without limitation, as set forth in those sections entitled "Limitation of Liability", "Insurance" and "Your Indemnity/Protection of Company."

You understand that: (a) the System communicates with the monitoring facility over one or more transmission systems, as determined by the Company in its sole discretion, such as POTS (plain old telephone system), VoIP, DSL, broadband, cellular, radio, internet, etc.; (b) transmission systems are maintained and serviced solely by the applicable transmission system provider, which may include an affiliate of the Company with respect to certain transmission systems; (c) these transmission systems may be affected by faulty or failed equipment, weather conditions, power outages, upgrade or maintenance work, areas with little or no cellular service, or other interruptions in service; and (d) any such conditions or changes made to these transmission systems may disrupt communications from the System. Without notice from you, the Company and/or the Company Related Parties may not be aware of the existence of any such problem.

**YOU UNDERSTAND THAT THE COMPANY AND/OR ANY COMPANY RELATED PARTIES, INCLUDING ANY THIRD PARTY MONITORING PROVIDER, WILL NOT RECEIVE SIGNALS FROM THE SYSTEM IF YOUR TRANSMISSION SYSTEMS ARE NOT WORKING PROPERLY, TRANSMISSIONS ARE INTERRUPTED FOR ANY REASON, THE SYSTEM IS IN AN AREA WITH LITTLE OR NO CELLULAR SERVICE, OR IF CHANGES IN THE TRANSMISSION SYSTEMS PREVENT THE SYSTEM FROM COMMUNICATING WITH THE MONITORING PROVIDER. YOU ARE RESPONSIBLE FOR TESTING THE SYSTEM ON A WEEKLY BASIS, AS WELL AS IMMEDIATELY FOLLOWING ANY STORM, POWER OUTAGE, TRANSMISSION SYSTEM OUTAGE, OR ANY CHANGE TO ANY TRANSMISSION SYSTEM, IN ORDER TO VERIFY THE CONTINUED FUNCTIONING OF THE SYSTEM.**

You are responsible for complying with any state and local ordinance related to testing the System, including notifying the local emergency responders, if applicable. You will immediately notify the Company of any problems with the System. You understand that no form of monitoring is error-free and that neither the Company nor the Company Related Parties is responsible for any interruption of Services due to faulty equipment, faulty transmission systems, power outages, other interruptions in transmission services, transmission systems that have been tampered with or any damage or destruction to the Company's equipment or facilities. Neither the Company nor Company Related Parties is required to supply monitoring service to you while any such interruption continues.

Without limiting the generality of this Section, you understand that the Services include a backup wireless transmission for alarm signals. **YOU ACKNOWLEDGE THAT IN ADDITION TO THE POTENTIAL TRANSMISSION ISSUES DESCRIBED ABOVE, THE TRANSMISSION OF SIGNALS BY MEANS OF WIRELESS COMMUNICATIONS MAY BE AFFECTED BY RADIO FREQUENCY SIGNAL STRENGTH AND CHANNEL AVAILABILITY AT YOUR PREMISES, AS WELL AS OTHER ISSUES UNIQUE TO WIRELESS SERVICES.** You also acknowledge that the use of certain wireless services may be restricted or prohibited in or around particular environments, including, for example, airports, aircraft, hospitals and war zones. You agree to comply with all such restrictions. In addition, the Services may include certain remote viewing and access features and functionality. The ability for those features and functionality to work with the System and Services will be dependent upon a variety of factors outside the control of the Company, including, but not limited to, faulty equipment, faulty transmission systems, limitations inherent in wireless services, power outages, and other factors. The Company shall endeavor to ensure that such features and functionality interoperate with the System and Services, but shall not be liable in the event they fail to do so.

**YOU UNDERSTAND THAT, UPON RECEIVING NOTIFICATION THAT AN ALARM SIGNAL HAS BEEN RECEIVED BY THE COMPANY, THE POLICE, FIRE DEPARTMENT OR OTHER RESPONDING AUTHORITY MAY FORCIBLY ENTER YOUR PREMISES. THE COMPANY IS NOT LIABLE FOR ANY SUCH DAMAGE IN ANY CIRCUMSTANCES.**

2. **Installation.** The Company agrees to install and/or take over ("Installation") the System in a workmanlike manner, and you agree to pay all applicable Installation or other charges disclosed by Company to you. You must pay all utility charges associated with such Installation and the subsequent operation of the System. You agree to make the Premises available without interruption during the Company's normal working hours to permit completion of Installation work. You understand that Installation of the System may require drilling into various parts of the Premises or other interior or exterior work that may require access to non-visible areas. You agree to provide the Company with 110 AC electrical outlets for the Company's power equipment in locations designated by the Company.



You understand and acknowledge that it is your responsibility to ensure that the Installation will not invalidate any existing home or product warranty of any kind and that Company shall not be liable for the loss of any warranty coverage for any reason. You agree that any portion of the System sold or provided to you by the Company may include new or refurbished, equipment. Refurbished equipment sold or provided to you will be in "like-new" condition.

3. **Takeover.** If Company is taking over the operation of an existing system at your Premises, you represent that the existing system is and remains your property and you grant the Company the right to inspect, remove, modify or take over such system. The Company has the right to determine which, if any, portions of the existing system Company will takeover ("Eligible Equipment"). The Company, in its sole discretion, may elect not to take over all or any portion of an existing system, including if it determines that portions are not in good working order or will not operate with the System or the Services. Eligible Equipment is deemed part of the System for purposes of this Agreement.

4. **LIMITATION OF LIABILITY. YOU ACKNOWLEDGE THAT NEITHER THE COMPANY NOR ITS AFFILIATES, NOR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS IS AN INSURER OF OR AGAINST ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY OCCUR IN OR AT THE PREMISES, WHETHER AS A RESULT OF BURGLARY, THEFT, FIRE, SMOKE, CARBON MONOXIDE POISONING, PHYSICAL HARM TO ANY PERSON, ENTRY IN OR ONTO THE PREMISES, THE CONDUCT OF ANY PERSONS IN OR ON THE PREMISES, OR OTHERWISE. YOU ACKNOWLEDGE AND AGREE THAT IT IS EXTREMELY DIFFICULT TO CALCULATE THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM THE COMPANY'S ALLEGED FAILURE TO PERFORM THE SERVICES DUE TO, AMONG OTHER THINGS, THE: (A) UNCERTAIN AND/OR UNKNOWN VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES; (B) UNCERTAIN AND/OR UNKNOWN RESPONSE TIMES OF EMERGENCY RESPONDERS; (C) INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF AN ALLEGED INJURY WAS PROXIMATELY CAUSED BY THE COMPANY'S ALLEGED FAILURE TO PERFORM THE SERVICES; AND (D) THE GENERAL NATURE OF THE SERVICES. YOU FURTHER ACKNOWLEDGE THAT THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND SPECIFICALLY TAKE INTO CONSIDERATION THE LEGAL PROTECTIONS AFFORDED TO COMPANY UNDER THIS AGREEMENT. THEREFORE, THE COMPANY EXPRESSLY DENIES AND DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.**

**IF THE COMPANY OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS OR THEIR NEGLIGENCE OR THE FAILURE TO PERFORM ITS OR THEIR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, THE MAXIMUM LIABILITY (INCLUDING JOINT AND SEVERAL LIABILITY) WILL BE \$250.00. THIS AMOUNT IS THE AGREED UPON DAMAGES, IS NOT A PENALTY AND SHALL BE CUSTOMER'S EXCLUSIVE REMEDY.**

THE COMPANY MAY ASSUME A GREATER LIABILITY UPON YOUR REQUEST, BUT ONLY FOR AN ADDITIONAL CHARGE AGREED UPON BY YOU AND THE COMPANY IN WRITING. IF THE COMPANY DOES SO, A RIDER TO THIS AGREEMENT MUST BE SIGNED BY YOU AND THE COMPANY. UNDER NO CIRCUMSTANCE SHALL THE COMPANY'S AGREEMENT TO INCREASE ITS LIMIT OF LIABILITY BE CONSTRUED OR INTERPRETED TO HOLD IT OR ITS AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS AS INSURERS. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION OF LIABILITY ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS, AND NEGLIGENCE OF ANY DEGREE OF THE COMPANY, ITS AFFILIATES, (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS SUBCONTRACTORS OR REPRESENTATIVES), WHICH, BUT FOR THIS SECTION, MAY GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

5. **Company Equipment.**

a. **General.** The Company Equipment is and will remain the property of the Company. The Company Equipment is deemed part of the System for purposes of this Agreement. You agree to use Company Equipment only for the Services pursuant to this Agreement. The Company may inspect, remove and/or change the Company Equipment at the Company's discretion at any time the Services are active or following the termination of Services. You agree that the Company's addition, removal, change or update to the Company Equipment may interrupt your Services. You may not sell, lease, abandon, or give away the Company Equipment. You may be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the Company Equipment to the Company in an undamaged condition upon the termination of Services. AFTER THE EXPIRATION OF THE INITIAL TERM, THE COMPANY MAY CHANGE ANY FEES AT ANY TIME WITH THIRTY (30) DAYS NOTICE TO YOU. YOUR CONTINUED USE OF THE SERVICES AFTER THE DATE OF THE PRICE CHANGE SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGE.

b. **The System.** The System may only be used in the Premises. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE SYSTEM, INCLUDING THE COMPANY EQUIPMENT, OR SERVICES AT A LOCATION OTHER THAN THE PREMISES, THE SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than the Company or its agents to service the System. The Company suggests that the System be covered by your homeowners, renters, or other insurance.

The System, including any firmware or software embedded in, or "downloaded" from time to time to, the System or used to provide the Services, are protected by trademark, copyright, patent and/or intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the System or used to provide the Services. You expressly agree that you will use the System exclusively in connection with the Services. You shall not take any action nor allow anyone else to take any actions that will reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the binary code of the firmware or software.

Portions of the System are battery powered. Battery powered detection sensors are not connected to the electrical system of the Premises and require batteries to operate. **THESE BATTERY POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERIES ARE LOW OR DEAD.** You are responsible for maintaining and replacing the batteries in these battery powered detection sensors and you should regularly inspect such sensors for dirt and dust buildup and test them weekly to help maintain continued operation. **THE COMPANY STRONGLY RECOMMENDS THAT YOU READ THE OWNER'S MANUAL FOR ALL EQUIPMENT. THE OWNER'S MANUAL CONTAINS VERY IMPORTANT INFORMATION SUCH AS OPERATING INSTRUCTIONS AND EQUIPMENT TESTING AND MAINTENANCE INFORMATION. YOU SHOULD ALSO READ ALL INSTRUCTIONS, WARNINGS AND OTHER INFORMATION ON THE EQUIPMENT ITSELF.**

c. **Touchscreen/Multimedia Hub Device.** The Company Equipment may include a Touchscreen/Multimedia Hub Device (the "Multimedia Hub") from which you may, among other things, operate and control the System. The Multimedia Hub also will permit you to access and use certain features and applications which will be made available to you subject to a revocable license either by the Company or a third party. You are required to agree to and comply with all applicable license terms and conditions associated with the Multimedia Hub and any such applications, and any use of the Multimedia Hub and any such applications shall constitute your acceptance and agreement to such license terms. Certain features or applications may only be available with a subscription to other Comcast Related Services. The Company may remotely activate or disable any feature or application on the Multimedia Hub with or without notice to you. You agree to pay all charges assessed with respect to the downloading, license or use of any feature or application with the Multimedia Hub.

The Multimedia Hub contains software that consists of interactive applications that perform a variety of communications over the Internet as part of their normal operation. Some of these communications features are automatic and are enabled by default. By installing and/or using the Multimedia Hub, you consent to such communications features. Once you use the Multimedia Hub, user information including your User ID may be transmitted with communications to Company's or its service providers' servers. This information is used to access your account and to provide certain services.

6. **Charges and Billing.**

a. **Charges, Fees, and Taxes You Must Pay.** The fees for your Services were disclosed to you and agreed upon by you during your order and/or activation of the Services. You agree to pay all charges associated with the Services, including, but not limited to, Verified Response fees, Installation, activation and service charges, equipment charges, measured charges, third party charges, applicable federal, state, and local taxes (however designated), permitting and regulatory fees, and any other fees or assessments of any municipal, state and federal government imposed on the Company or the Services. You will be responsible for paying any government imposed fees and taxes that become applicable retroactively. We will provide you with notice and an effective date of any change in our prices or fees applicable to your Services, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law. Not all fees apply to all Services.

b. **How We Will Bill You.** Unless you are subject to a minimum term agreements, Services are provided to you on a month to month basis. You will generally be billed monthly, in advance, for recurring service charges, equipment charges, and fees. YOU MUST PAY, ON OR BEFORE THE DAY WE INSTALL ANY OF THE SERVICES, EQUIPMENT CHARGES, ANY DEPOSITS, AND ALL INSTALLATION AND ACTIVATION CHARGES. Your first bill may include pro-rated charges from the date you first begin receiving Services, as well as monthly recurring charges for the next month and charges for non-recurring services you have received. You may be billed for some Services individually after they have been provided to you; these may include charges for interactive services and e-commerce. If you receive Services under a promotion, after the promotional period ends regular charges for the Services will apply.

**WE DO NOT WAIVE OUR RIGHTS TO COLLECT THE FULL BALANCE OWED TO US BY ACCEPTING PARTIAL PAYMENT. WE WILL APPLY THE PARTIAL PAYMENT TO THE OUTSTANDING CHARGES IN THE AMOUNTS AND PROPORTIONS THAT WE DETERMINE.**

c. **Third-Party Charges That Are Your Responsibility.** You acknowledge that you may incur charges with third-party service providers as a result of accessing on-line services, or purchasing, licensing or subscribing to other offerings via the Internet or through interactive options. Those charges are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

d. **Alternative Billing Arrangements.** The Company may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We will not be responsible for any dispute regarding these charges between you and any third party. You must address all such disputes directly with the third party.

e. **Payment by Credit Card or Check.** If you use a credit card to pay for the Services, use of the card is governed by the card issuer agreement, and you must refer to that agreement for your rights and liabilities as a cardholder. If the Company does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you make payment by check, you authorize the Company to collect your check electronically. You agree that you may not amend or modify this Agreement or your obligations under this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by the Company and any such notations shall have no legal effect.

f. **Other Comcast Services.** If you are receiving other services from any affiliate of the Company (e.g., video, high speed Internet access or digital voice services (each a "Comcast Related Service")) the Company may elect, in its sole discretion, to provide you with a single bill for the Services and the Comcast Related Services.

g. **Our Remedies if You Pay Late or Fail to Pay**

(i) **Late or Non-Payments:** You may be billed fees, charges, and assessments related to late or non-payments if for any reason (a) the Company does not receive payment for the Services by the payment due date or (b) you pay less than the full amount due for the Services.

(ii) **Fees Not Considered Interest or Penalties:** The Company does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay for the Services on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.

(iii) **Collection Costs:** If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.

(iv) **Suspension/Disconnect:** If you fail to pay the full amount due for any or all of the Services then the Company, at its sole discretion in accordance with applicable law, may suspend or disconnect any or all the Services you receive.

(v) **Application of Payment.** The Company may apply payments it receives from you, for Services and/or Comcast Related Services, to charges in the order and manner it so elects.

h. **Reconnection Fees and Related Charges.** If you resume Services after any suspension, we may require you to pay a reconnection fee. If you reinstate any or all Services after disconnection, we may require you to pay an installation fee and/or Services activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Services is subject to our credit policies, this Agreement and applicable law. It may take up to forty-eight (48) hours for Services to resume after a reconnection.

i. **Our Right to Make Credit Inquiries.** YOU AUTHORIZE THE COMPANY TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.

j. **Your Responsibilities Concerning Billing Questions.** Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact the Company within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days.

7. **Refundable Deposit.** We may require you to pay a refundable deposit when you activate the Services, if you add Company Equipment or Services, or if you fail to pay any amounts when they are due. If we disconnect your Services or are otherwise required under applicable law to refund the deposit, we shall within forty-five (45) days or as otherwise specified by applicable law return a sum equal to the deposit(s) you paid (without interest unless otherwise required by law) minus any amounts due on your account (including without limitation, any amounts owed for Services, Comcast Related Services and any Comcast Equipment that is damaged, altered, or not returned).

8. **Changes to Services.** Subject to applicable law, we have the right to change our Services, Company Equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Services, including, but not limited to, content, functionality, hours of availability and customer equipment requirements. Notice of a change may be provided on your monthly bill, as a bill insert, e-mail, in a newspaper or other communication permitted under applicable law. If you find any material change in the Services, rates or charges, or the terms of this Agreement unacceptable, you have the right to cancel your Services within thirty (30) days of receipt of notice of such change. However, if you continue to receive Services after such thirty (30) day period, this will constitute your acceptance of the change.

9. **Offset Rights.** Upon any early termination or expiration of this Agreement, you agree that the Company has the right to offset against any amounts or credits that the Company may owe you (a) Services charges for thirty (30) days; (b) the Termination Fee set forth in Section 2 above; and (c) any other additional charges, amounts or deposits that you may owe to Company. If the amount of the offset equals or exceeds the amount the Company owes you, you agree that the Company will not be obligated to refund any amounts to you and you waive any right to receive this refund amount.

10. **Insurance.** You are responsible for obtaining all insurance coverage that you believe is necessary to protect your residence, business, belongings and persons in or on your Premises, including coverage for personal injury and property damage. **THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO COMPANY UNDER THIS AGREEMENT.** You hereby release the Company and the Company Related Parties from any liability for any event or condition customarily covered by homeowner's or business insurance, as applicable. You understand that the System is designed to reduce, but not eliminate, certain risks. The Company does not guaranty that the System will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. The Company and the Company Related Parties assume no liability for those risks.

11. **Limited Warranty.** Your services include a Limited Warranty, governed by separate Terms and Conditions provided in your Welcome Kit or available at [www.xfinity.com/home-security/warranty](http://www.xfinity.com/home-security/warranty)

12. **Your Indemnity/Protection of Company Even For Its Own Negligence.** This Agreement is intended only for your benefit. Therefore, you agree to protect/indemnify, hold harmless, defend (if requested by Company) and release the Company and the Company Related Parties from liability and shall reimburse the Company and the Company Related Parties for any damages, losses or expenses (including reasonable attorneys' fees and costs) incurred by the Company or the Company Related Parties in connection with any claims, suits, judgments and causes of action which relate to the System or the Services the Company provides. This protection/indemnity includes claims brought by any third party, including, without limitation, your insurance company, whether the claim arises under contract, warranty, negligence, or any other theory of liability. Your duty to protect/indemnify the Company, however, does not apply to claims based on injuries to third parties or to their property that occur while the Company's employees were on the Premises and which were caused solely and directly by those employees.

**YOUR DUTY TO PROTECT/INDEMNIFY THE COMPANY APPLIES EVEN IN THE CASE OF THE COMPANY'S OWN NEGLIGENCE.**

IN CASE OF ANY THIRD PARTY CLAIM OR LOSS COVERED BY YOUR INSURANCE, YOU AGREE NOT TO LOOK TO THE COMPANY OR THE COMPANY RELATED PARTIES FOR REIMBURSEMENT. **YOU WAIVE ANY RIGHTS THAT YOUR INSURANCE CARRIER OR OTHERS CLAIMING THROUGH YOU MAY HAVE AGAINST THE COMPANY OR ANY COMPANY RELATED PARTY, INCLUDING ANY RIGHTS OF SUBROGATION.**

13. **Your Additional Agreements.** You are at least eighteen (18) years of age and have the authority to sign this Agreement and in doing so will not violate any other agreement. You agree to provide the Company with information that is accurate, complete and current, including your legal name, address, telephone number, payment data (including information provided when authorizing recurring payments) and all information related to the monitoring of the System. You agree to notify the Company promptly if there is any change in the information that you have provided to the Company. Failure to provide and maintain accurate information is a breach of this Agreement.

You agree to prevent false alarms and assume responsibility for them. If the System generates excessive false alarms, you will be in breach of this Agreement and the Company may terminate monitoring services and recover damages from you. If a false alarm fine or penalty is charged to the Company, you agree to pay for the charges. If the Company notifies you of a malfunction, you will disconnect the System until the Company can repair it. You will not tamper or interfere with the System, nor permit others to do so. You agree that, to the extent permitted by applicable law, the Company can record and use all communications with anyone at the Premises in the normal course of the Company's business. You agree that the Company can make program changes to the Company's proprietary data located in the transmitting device.

You agree to allow the Company and its agents the right to enter the Premises physically, remotely or electronically at reasonable times for purposes of installing, maintaining, upgrading, replacing and removing the System. You warrant that you are either the owner of the Premises or have authority to give the Company access to the Premises to install and operate the System. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow the Company and its agents into the Premises to perform the activities specified herein. In addition, you agree to supply the Company or its agent, if requested, with the owner's contact information and/or evidence that the owner has authorized you to grant access to the Company or its agents to the Premises. You are not aware of any hazardous conditions on the Premises. You agree to notify the Company immediately of any changes of ownership or occupancy of the Premises. Your obligations under this Agreement continue even if you sell or leave the Premises.

The Company has and shall maintain throughout the Term the authority to act as your exclusive agent for all purposes under this Agreement, including, without limitation, communicating with Company Related Parties; receiving notifications of alarm signals on your behalf; initiating, adding, changing, suspending and cancelling your Services; investigating and resolving all issues, actual or potential, related to your Systems and maintaining your account data.

14. **Acceptable Use and other Policies; Software.** Your use of the Services is subject to other policies, including, but not limited to, Company's acceptable use policies ("AUP"). You can view the policies for the Services anytime online at [customer.comcast.com/homesecurity](http://customer.comcast.com/homesecurity). The Company may terminate or suspend your Services for failure to comply with these policies. **YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THE AUP AND ANY OTHER APPLICABLE POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME BY POSTING A NEW VERSION OF THE AUP OR POLICY ON THE WEBSITE SET FORTH ABOVE. YOU SHOULD CONSULT THE AUP AND ALL POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.**

The Company grants you a non-exclusive, non-transferable, internal license to use the software included with your Multimedia Hub on the date of installation (the "Software") during the Term. All rights of any kind that are not expressly granted in this Agreement are reserved by Company and its licensors. You may use the Software solely as provided for in this Agreement or any other Software licenses or terms of use provided to you by the Company or its licensors. You may not rent, lease, loan, sublicense, modify, translate, reverse engineer, decompile, disassemble or create derivative works based on the software, nor permit anyone else to do so.

The Company makes no representation or warranty that any software or application installed on Company Equipment, downloaded to Company Equipment, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any Company Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the Installation or operation of the Services if a virus or other harmful feature or software is found to be present on your Company Equipment. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your Company Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your Company Equipment. **NEITHER COMPANY NOR ITS AFFILIATES, SUPPLIERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OR CONTRACTORS OR SUBCONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.**

15. **Company Cancellation.**

a. The Company may terminate this Agreement at any time upon notice to you, including if: (i) the Company's or its third party suppliers' or contractor's alarm monitoring center is destroyed or damaged so that it is impractical for the Company to continue service; (ii) the Company cannot acquire or retain the transmission connections or authorization to transmit signals between the Premises and the Company's alarm monitoring center or the applicable fire or police department or other agency; (iii) you fail to follow the Company's recommendation to repair or replace any defective parts of the System; (iv) you fail to follow the Company's operating instructions for the System; (v) you fail to perform any of your obligations under this Agreement; (vi) the Company determines that it is impractical to continue service due to the modification or alteration of the Premises after Installation; (vii) you fail to maintain the Premises in a safe and sanitary condition; (viii) you cease to maintain a broadband Internet connection utilizing a transmission system compatible with the Services, as determined by Company in its sole discretion; (ix) any change in applicable law increases the Company's cost of providing the Services or modifies or changes the Company's liability for the provision of Services in such jurisdiction, (x) you move from a Company service area, or (xi) you breach this Agreement or any other agreement you agree to be bound to with respect to the Services.

b. If the Company terminates this Agreement for any reason, you must: (i) immediately cease all use of the System and Company Equipment; (ii) pay in full for your use of the System up to the date this Agreement has been terminated and Services disconnected; (iii) pay the Termination Fee as set forth in Section 2 hereof (other than if termination occurs under Section 15(a) (i) or (ii) above); (iv) pay the Company's reasonable collection costs, including attorneys' fees; (v) within ten (10) days of termination, return all Company Equipment to us at our local business office in good working order, reasonable wear and tear only accepted; and (vi) permit the Company or its agents to peacefully enter the Premises to remove all Company Equipment or other materials provided by the Company. If you do not return, or the Company does not retrieve, any Company Equipment, you will be charged the full retail price for new replacements of such Company Equipment. The Company does not have to provide any Services, including monitoring, after the date the Agreement is terminated. If the Company waives any default by you, that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.

16. **Delays.** The Company has no responsibility or liability to you or any other person for delays in the Installation or repair of the System or performance of the Services, regardless of the reason, or for any resulting consequences. The Company has no responsibility or liability for interruptions of Services, or any resulting consequences, whether due to strike, riot, flood, fire, terrorism, act of God or for any cause beyond the Company's control. During any such service interruption, the Company has no obligation to supply you any substitute services.

17. **Transfers/Assignments.** You cannot transfer or assign this Agreement without the Company's consent. However, the Company can transfer or assign this Agreement or subcontract its obligations hereunder at any time without your consent. If the Company does so, anyone to whom the Company transfers, assigns or subcontracts any or all of its obligations will have all of the Company's rights with respect to such obligations. The Company is not responsible, however, for any services, including monitoring, which are performed by any third party.

18. **Electronic Media.** You agree that the Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. You also agree that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration. Faxed or other electronically generated signatures are binding on the parties.

19. **Miscellaneous.** This Agreement contains the entire understanding between you and the Company and replaces any other documents or discussions the Company previously had with you. **No handwritten changes or modifications to this Agreement shall be accepted by the Company, and no such changes shall be enforceable.**

Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of the Company is limited to the maximum extent permitted by law. All representations, warranties, indemnifications and limitations of liability contained in this Agreement shall survive the termination of this Agreement. Except as expressly set forth above with respect to Company Related Parties, there are no intended third party beneficiaries of this Agreement

This Agreement is governed by the laws of the State of New Jersey, without regard to such state's conflict of laws principles. Any suit or action that arises out of or relates or pertains to this Agreement or the subject matter hereof shall be brought only in the state or Federal courts of the State of New Jersey having jurisdiction. If the Company does not approve this Agreement, the Company's only obligation is to refund any payments you have made. Any equipment or services the Company provides to you in the future are subject to the terms of this Agreement, as so amended.

If any provision of this Agreement is found to be invalid, the invalid portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining provisions shall still be effective. The Company does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and the Company nor trade practice shall act to modify any provision of this Agreement. Nothing contained in this Agreement shall be construed to limit the Company's rights and remedies available at law or in equity. The word "including" means "including without limitation." Except for monitoring, the Company will only do work during the Company's normal business hours of 9:00 a.m. to 5:00 p.m. on weekdays, excluding holidays the Company observes. All schedules and attachments are incorporated by reference into this Agreement.

20. **Privacy.** The Services are subject to the Privacy Notice located at [www.comcast.com/Corporate/Customers/Policies/CustomerPrivacy.html](http://www.comcast.com/Corporate/Customers/Policies/CustomerPrivacy.html)

21. **Limitation on Lawsuits.** You must bring any claim arising out of this Agreement or related to the Services, whether against Company or any Company Related Parties within one (1) year after the date on which the claim arose or the shortest duration permitted under applicable law if such period is greater than one (1) year. If you do not, you waive, to the extent permitted by law, all rights you may have with respect to such claim and neither Company nor any Company Related Parties shall have any liability to you with respect to that claim.

22. **Waiver of Jury Trial.** **TO THE EXTENT PERMITTED BY LAW, THE COMPANY AND YOU BOTH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE SERVICES. THE FOREGOING IS NOT APPLICABLE TO CUSTOMERS IN CALIFORNIA.**