

## Introduction

These Terms of Use, hereinafter referred to as "Terms and Conditions" or "Terms" or "Agreement," along with any other Policy or Statement or Information that may be placed in this document, hereinafter referred to as "Website" or "DC Tech" or "DC Tech IT, LLC" or "Company" or "Our," as modified or amended from time to time, are a binding contract between the company (DC Tech IT, LLC) and user or client, hereinafter referred to as "User" or "Your" or "Customer" or "Client."

DC Tech IT, LLC is doing business as DC Tech and DC Connect.

Anyone subscribing to or using any DC Tech IT, LLC products, services or its websites (<https://www.dctechit.com>, <https://www.dctechbuilder.com>, <https://www.dctecheduling.com>), agrees they have read, understood, and are bound by the Terms and Conditions listed in this document, regardless of how they subscribe to or use the products or services. Anyone who does not agree to these Terms and Conditions must not subscribe to or use our services, products or websites. These terms and conditions may be updated from time to time without prior notice, visit our website [www.dctechit.com/legal](http://www.dctechit.com/legal) for the most current version.

Those who sign up for DC Tech IT, LLC's services on behalf of legal entities shall represent and warrant that they have the authority to accept these terms on their behalf.

Nothing in these Terms shall be deemed to confer any third-party rights or benefits.

The customer is entitled to a written copy of the Return Policy/Terms & Conditions, which is available on our website or upon request by contacting us as described below. Terms and Conditions/Privacy policy may change without notice.

## Document References

- Any references to "contacting us" may be done by calling 276-600-8324 (Tech) or emailing: [Support@DCTechIT.com](mailto:Support@DCTechIT.com) or visit <https://www.DCTechIT.com/Contact> for the full list of ways of contacting us.
- Any references to the "portal" may be accessed by visiting <https://www.DCTechIT.com/Portal>



## Legal Terms

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- Any references to the “forms” may be accessed by visiting <https://www.DCTechIT.com/Forms>

# General

## Communication

All Phone calls may be recorded and all communications are documented and kept for records.

Information obtained and found in your account may be used to contact the customer and for informing the customer of the latest updates.

New customers are automatically subscribed to our newsletter. To unsubscribe, the customer must fill out the “Manage Newsletter Communications” form or follow the links in the footer of the email containing the newsletter.

Customers should understand that unsubscribing from our newsletters may terminate communication from DC Tech IT, LLC, including, but not limited to, changes in business hours, billing, contracts, product & service updates, outages, and other pertinent information.

## Service

Our partners grant DC Tech IT, LLC the authority to market, promote, resell and distribute service through direct and indirect channels in accordance with both our contracts and agreements and their contracts and agreements. These partners have the right to change, edit, modify, or cancel their agreements or your services with little or no notice. This agreement may be terminated by DC Tech IT, LLC or its partners for any or no reason with little or no notice, and we are not obligated for any reimbursements if this occurs.

DC Tech IT, LLC is not responsible for service issues and they will be related to the appropriate carrier.

We are not responsible for nor can we be held accountable for the lack of signal from the cellular towers in your area. We can only test and make recommendations based on the scan as to what will appear to be your best option. This can be redone to ensure that you have access to the best available signal in your area.

## Telephone Numbers

Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol (“IP”) addresses, e-mail addresses and web addresses.

## Intellectual Property Rights in the services

Title and intellectual property rights to the Services are owned by DC Tech IT, LLC, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, reselling, bundling or publication of the Services, in whole or in part, without express prior written consent from DC Tech IT, LLC or other owner of such material, is prohibited.

## Sales

DC Tech IT, LLC has the right to deny service to anyone at their sole discretion, without notice and with little or no reason provided.

Customers agree to these Terms and Conditions when making a purchase with DC Tech IT, LLC.

At DC Tech IT, LLC we try our best to keep our pricing and product/service info accurate on our brochures; but we cannot guarantee that all the information contained in brochures is up-to-date. Please refer to our website for the most accurate up to date information. <https://www.dctechit.com>

Devices provided by DC Tech IT, LLC may be new, refurbished or renewed. All devices that are purchased thru DC Tech IT, LLC are tested and in good working condition.

Any equipment purchased thru DC Tech IT, LC is CUSTOMERS' equipment once paid for, and customer may do whatever they wish with it. Remember, some actions like resetting the device may require reprogramming for it to be functional again.

Customer agrees to pay all charges associated with the services and all accepted estimates.

## Resale

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Unless customer has written permission from DC Tech IT, LLC to resale their services, the customer may not sell, resell, sublease, assign, license, sublicense, share, provide or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

## **Trial of Service(s)**

- Customers registered for free trial(s) will be billed by estimate/quote at the end of the free trial period(s). Failure to return equipment within 7 days of trial will result in additional charges of \$5.00 per day after trial end date.
- Any customer who decides during the free trial period not to keep any service(s) must email [Billing@DCTechIT.com](mailto:Billing@DCTechIT.com) or contact DC Tech IT, LLC as referenced in this document before the end of the trial period in order to not be billed additional charges, which may include equipment cost.
- If you are not a local customer and your equipment is shipped to your address, you will be responsible for shipping charges to and from your address.

DC Tech IT, LLC is not responsible for installation of products previously installed by other people, service providers or customers.

## **Customer Accounts**

### **Introduction / Miscellaneous**

To use the Services provided by DC Tech IT, LLC, you will be asked to create a user account. This account is created when you fill out our Customer Demographics Form.

When filling out forms, All parties acknowledge that digital signatures have the same legal effect as handwritten signatures.

DC Tech IT, LLC reserves the right to mark account(s) as inactive when no billing activity is shown. This will disable access to the portal. Portal access will automatically be re-enabled once activity is detected on your account. You may also contact us if you need access.

### **Deceased/Incapacitated "Contact Persons"**

In the event that either the primary or the secondary “contact person” becomes deceased or incapacitated, DC Tech IT, LLC must be notified and provided with a death certificate or Power Of Attorney within 30 days, or as otherwise agreed to by DC Tech IT, LLC. If the account has any other adult “contact person(s)” listed, the account will roll over to those people first, who must ensure all account information is up to date. The “contact person(s)” listed will inherit any debt previously associated with the account. If the account (has no other adult “contact person” listed, a new account must be created.

### **Customer Responsibilities**

- All customers are required to provide accurate, current and complete information upon signup, and to provide relevant information updates at all times.
- Customer may send a written notice to DC Tech IT, LLC (See contact information mentioned in the document references section) to cancel their services. This process take 5-10 business days for cancellation. If you receive another invoice from DC Tech IT, LLC this will be your last invoice as some of our services are prepaid and some are post-paid this invoice may even be prorated.
- Customers should not provide Third Parties with information related to access to your customer account, such as login and password. If a customer notes or suspects and loss, theft or unauthorized use of Account or password, notify DC Tech IT, LLC immediately as referenced above in this document. Customers are responsible for any activity on their accounts. DC Tech IT, LLC is not liable for any acts or omissions in relation to customer accounts.

### **Age Restrictions**

- Parents and/or guardians are fully responsible for anyone under the age of 18 using DC Tech IT, LLC services and/or products.
- Anyone under the age of 13 is prohibited from registering any account.
- Anyone ages 13 to 17 may register an account with DC Tech IT, LLC but MUST have an adult as a primary or secondary user on the account, and the adult must assume full responsibility for all users under 18 years of age.
- Anyone under 18 years of age CANNOT endorse any legal documents.
- Anyone ages 13 to 17 who is a primary or secondary user on any account WILL NOT be able to change parental control settings or automatic billing options, such as autopay or e-statements, without a signed form from the parent or guardian. The adult assumes full responsibility for all users under 18 years of age. Use the form titled “Minor Permission” to update these preferences. The form can be found at <https://www.DCTechIT.com/Forms>.

## **Credit Approval and deposits**

Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide DC Tech IT, LLC with credit information requested by DC Tech IT, LLC. Customer authorizes DC Tech IT, LLC to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to DC Tech IT, LLC will be true and correct. DC Tech IT, LLC, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, DC Tech IT, LLC may require Customer to make a deposit as a condition to DC Tech IT, LLC's provision of the Services, or as a condition to DC Tech IT, LLC's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by DC Tech IT, LLC as security for payment of Customer's charges. If the provision of Service to Customer is terminated, or if DC Tech IT, LLC determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined by DC Tech IT, LLC.

## **Termination**

Customer may cancel their account by notifying DC Tech IT, LLC as mentioned in this document. Customer may send a written notice to DC Tech IT, LLC (See contact information mentioned in the document references section) to cancel their services. This process takes 5-10 business days for cancellation. If you receive another invoice from DC Tech IT, LLC this will be your last invoice as some of our services are prepaid and some are post-paid this invoice may even be prorated.

DC Tech IT, LLC & Its partners has the right to cancel/terminate your services due to a abuse situation or for any reason at all, no refund will be provided. Abuse situations are taken on a per situation basis. Not every abuse case results in a termination. DC Tech IT, LLC will make every effort to work with the customer within reason to avoid termination based on communication from DC Tech IT, LLC received from its carrier(s) or partner(s).

DC Tech IT, LLC has the right to suspend or terminate any account or deny access to any of DC Tech IT, LLC services at any time due to the User's failure to comply with our content guidelines, referred above or when requested by the court or legal bodies in case of lare infringement by the user. If the User has failed to comply with this document, we'll notify them via contact options provided in the user account. The account may be renewed if the problem having caused the suspension or termination has been resolved or if the prohibited content has been removed from the account.

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Any breach of this document shall be deemed a material breach of this legal document. In the event of such material breach, DC Tech IT, LLC shall have the right to restrict, suspend or terminate immediately any of all service orders, without liability on the part of DC Tech IT, LLC, and then to notify customer of the activation that DC Tech IT, LLC has taken and the reason for such action, in addition to any and all other right and remedies in this document.

## Support

- For customer support visit <https://support.DCTechIT.com> or contact DC Tech IT, LLC as referenced in this document.
- If you experience issues with service, fill out ONE support ticket or contact DC Tech IT, LLC as indicated in this document. Submitting multiple tickets only delays support. If you would like to followup on a request you may reply to a ticket or call us as referenced in this document.
- The first support call is free, but customers will be billed for every support call thereafter.
- If a technician needs to visit the customer's site, a travel fee will be added to the invoice.
- SIM card swaps are free however, they do not include travel fees.
- When contacting DC Tech IT, LLC please use the email and other information on file so that we can properly find your account.
- If additional support is required, DC Tech IT, LLCs' will work closely with its service partners to resolve the issue in a timely manner.

## Warranty

Equipment manufacturers are responsible for repairs or replacement within the warranty period. DC Tech IT, LLC is not responsible for equipment warranties, repairs or replacement, other than replacing the sim card.

## Outage

Customer should report service outages in a timely manner. No refund or credit will be issued for outages unless DC Tech IT, LLC is not able to resolve in a timely manner which then a credit will be under the discretion of DC Tech IT, LLC.

DC Tech IT, LLC and its Associated Parties are not liable for Voice Service outages, including inability to dial 911, and Customer agrees to indemnify them from any related claims or losses.

DISRUPTION OF SERVICE. DC Tech IT, LLC shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or



## Legal Terms

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proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer- Equipment; inability to obtain access to the Service Locations; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightening, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

### **Onsite**

DC Tech IT, LLC is not liable for installation of products on or inside your domicile.

### **Insurance**

DC Tech IT, LLC shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including property damage and personal injury. The liability limits under these policies shall be, at a minimum, one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

### **Legal**

- If a customer of DC Tech IT, LLC were to have any legal disputes with DC Tech IT, LLC, the customer is responsible for all legal costs.
- To file a claim with DC Tech IT, LLC insurance for any data breach or damage of customers property, please contact us.
- The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. DC Tech IT, LLC may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects DC Tech IT, LLC's ability to provide the Services herein.

### **Law Enforcement/Court Systems**

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Local: 276-600-Tech

Support@DCTechIT.com

www.DCTechIT.com

Toll Free: 844-601-Tech

Billing@DCTechIT.com

Fax: 276-601-7610

37 Sunnyvale Road, APT. B, Hillsville, VA 24343

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Like all telecommunications companies, we are required by law to assist law enforcement and comply with subpoenas, discovery requests, and lawful Court orders while providing the protections necessary to maintain the privacy rights and confidentiality of our customers.

## Billing

### Invoicing

All services will be invoiced automatically. The majority of DC Tech IT, LLC's invoices are sent out on the 1st, 2nd, 3rd, or 4th of the month. Whatever the date the invoice goes out (invoice date) is the same date that autopay will be charged. Customers may change the invoice date at anytime by contacting us as referenced in this document. Note: Regardless of what day the invoice is sent, the due date is still at the end of the same month. To find out more on how our invoices stages work see this <https://dctechit.zohodesk.com/portal/en/kb/articles/invoice-stages>

Service limits for each subscription are listed on the invoice(s) and/or on the subscription(s) section of the portal and/or our website. Any customers unsure of service limitations should contact DC Tech IT, LLC.

DC Tech IT, LLC defaults to paperless billing (e-statements). If paper statements are preferred, contact DC Tech IT, LLC as referenced in this document. Customers requesting paper statements may be charged an additional fee to cover envelopes, stamps, printing costs and time.

DC Tech IT, LLC fees may be changed at any time. Fee changes will be applicable only to future invoices and/or subscriptions. If you don't agree to a Fee Change, you may cancel the service.

DC Tech IT, LLC services may be prorated or billed by usage.

Voice services are billed at a rate based on usage tiers. exclude certain call types, such as operator services or international calls, which will be charged on a per-call or measured basis. Measured calls are billed in whole minutes, rounded up to the next minute for any fraction.

DC Tech IT, LLC may prorate your invoice from the date of installation, activation of service, when telephones numbers have been ported into your account till the next billing cycle.

These charges may include, but are not limited to installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of DC Tech IT, LLC Equipment, per-call charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges may be invoiced after the Service has been provided to Customer.

## **Fees & Taxes**

All fees listed on DC Tech IT, LLC's website do not include any applicable federal, national, local or other taxes. All applicable taxes will be added to the fees for requested services and will be indicated in the invoice. Due to usage or tax rates these may also vary from invoice to invoice. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

DC Tech IT, LLC reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees (if any), regardless of whether DC Tech IT, LLC or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. These obligations may include those imposed on DC Tech IT, LLC or its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that DC Tech IT, LLC or its affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs. For example, Voice customers are charged a monthly regulatory recovery fee to help defray DC Tech IT, LLC's contributions to municipal, state, and federal programs including, without limitation, universal service, telecom relay services for the visually/hearing impaired, and 911/E911 programs and infrastructure. This regulatory recovery fee is not a tax, and it is not government-mandated. Taxes and other government-related fees and surcharges may be changed with or without notice.

## **Third party**

In certain cases, DC Tech IT, LLC 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 Customer and the third party. DC Tech IT, LLC shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party. Customer may incur

charges from third party service providers that are separate and apart from the amounts charged by DC Tech IT, LLC. These may include, without limitation, charges resulting from accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or interactive options on Public View Video, Video, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

### **Disputing Invoices**

If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to DC Tech IT, LLC for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within thirty (30) days after the dispute was submitted to DC Tech IT, LLC, all disputed amounts shall become immediately due and payable to DC Tech IT, LLC.

### **Payments**

Use this link <https://dctechit.zohodesk.com/portal/en/kb/articles/how-to-view-pay-invoices> to learn how to view & pay invoices.

DC Tech IT, LLC may invoice customers in advance on a monthly basis for all monthly recurring service charges and fees arising for their service which may include usage and other charges.

Fees for DC Tech IT, LLC services are firm and contain no hidden fees. If your bank account or account in the payment system of your choice has been debited with the amount higher than the fee listed on the Website, the difference might be the result of transaction fees or other fees required by your bank or payment system. You hereby agree that DC Tech IT, LLC is not responsible or liable for additional fees arising from the use of bank or payment systems services. Thus, in case of any deficiencies in the payment amount, please contact your bank or payment system.

All credit card fees are included unless otherwise stated.



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Once your payment is confirmed, you will receive confirmation stating the amount due as well as the details of your purchase. A formal invoice form may be used only on all the prices for paid services are listed in U.S. Dollars unless stated otherwise.

### Checks:

- No 3rd party checks
- No Post dated checks

### Payment by Credit Card

By providing DC Tech IT, LLC with a credit card number or bank account number, Customer authorizes DC Tech IT, LLC to charge the card for all charges generated by DC Tech IT, LLC's services, until customer gives notice to DC Tech IT, LLC to stop charging the credit card or account. Customer agrees to provide DC Tech IT, LLC with updated credit card or alternate payment information on a timely basis prior to the expiration or termination of the credit card on file or in the event that Customer's credit card limit is or will be insufficient to cover payment. If DC Tech IT, LLC is unable to charge Customer's credit card for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges, upon demand by DC Tech IT, LLC. DC Tech IT, LLC may limit the option to pay by credit card to specific Services or may discontinue acceptance of credit card payments in whole or in part.

### Autopay

- DC Tech IT, LLC, offers autopay. Should the customer prefer to enroll in autopay, they should contact DC Tech IT, LLC as referenced in this document or access the customer portal at <https://www.dctechit.com/portal>, then click on subscriptions. DC Tech IT, LLC does not automatically enroll customers for autopay.
- Anytime a customer selects "I authorize DC Tech IT, LLC to charge this credit card automatically for future transactions" in the portal or via any communication with DC Tech IT, LLC, then the customer will be enrolled in autopay and the payment method will be saved on file.
- When you associate a payment method with a subscription or recurring invoice in the portal under the subscription tab or via any other communication with DC Tech IT, LLC, then autopay will be enabled.
- To make changes to your payment method on file or to stop automatic payments, visit the billing portal at <https://www.dctechit.com/portal>, click billing, then click subscriptions, or you may contact us as referenced in this document.

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## Returned payments:

- DC Tech IT, LLC charges \$30.00 per transaction that is returned by the customer's financial institution located in the 'USA', in addition to the customer's financial institution fees.
- DC Tech IT, LLC charges \$50.00 per transaction that is returned by the 'international' customer's financial institution, in addition to the customer's financial institution fees.
- If the customer has multiple subscriptions and/or payments that are initiated and they are returned by the customer's bank, the customer will be charged a returned transaction fee per subscription or payment initiated.
- If at any time after purchasing a paid service you contact your bank or credit card company asking to decline, chargeback or otherwise reverse the payment due to DC Tech IT, LLC, this will be considered a breach of your obligation, resulting in disabling that payment method or terminating your account or marking your account as inactive. If a chargeback has been performed by mistake, please contact DC Tech IT, LLC as listed in this document.
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- Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

## Consequences of Non-Payment

- DC Tech IT, LLC reserves the right to terminate any services and/or accounts with an outstanding balance.
- DC Tech IT, LLC will automatically add 2% interest to any invoice not paid by the end of the month. A customer's service will be automatically terminated 15 days after the due date grace period.
- If you need an extended due date please contact DC Tech IT, LLC (see contact information referenced in this document). **DO NOT ASSUME YOUR SERVICE WILL CONTINUE IF THERE IS AN UNPAID INVOICE ON YOUR ACCOUNT.** Temporary due date extensions must be approved by DC Tech IT, LLC before the due date.
- If a service goes past due any promotional price(s) will be revoked.
- Voice Service, including 911/E911 and online features, will be disabled if Customer's account is suspended or terminated by DC Tech IT, LLC. Your account may be suspended or terminated for non-payment or any other reason as mentioned by this document.

## Late Payments

Any undisputed payment not made when due will be subject to a reasonable late charge not to exceed the highest rate allowed by law on the unpaid invoice.

## **Collection Agency**

If an invoice goes unpaid, service(s) will be canceled **AND** we will pursue a Collection Agency and/or other legal means for collection of outstanding balances, including filing suit in small claims court.

Customer contact from any collection agency working on behalf of DC Tech IT, LLC is legally permitted in accordance with this document. Any costs incurred by the collection agency or court system will be the customer's responsibility.

If Customer's account is delinquent, DC Tech IT, LLC may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any DC Tech IT, LLC Equipment that Customer fails to return in accordance with the Agreement.

If DC Tech IT, LLC is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned DC Tech IT, LLC Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to DC Tech IT, LLC under the Agreement or at law or in equity.

## **Cancellation**

- Customers wishing to cancel any subscription(s) must contact DC Tech IT, LLC as referenced in this document.
- A 10-15 (business) day notice is required for cancellations. Otherwise, the customer may be charged for an additional month of service.
- Customers may cancel service through our billing portal. However, we highly recommend that you contact DC Tech IT, LLC as listed in the document references section above to ensure service(s) is/are fully canceled to prevent continued billing.
- If service is canceled before equipment is paid for, the customer will be billed for any unpaid balance on the equipment and/or may be given the opportunity to return your equipment as an account credit.
- If a customer cancels service the balance on the account and the next months may fall due depending on how much notice was given.

## **Fraudulent Use of Services**

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Customer is responsible for all charges attributable to Customer with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. DC Tech IT, LLC may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. DC Tech IT, LLC reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use by Customer.

## **Internet & Failover Internet & Cellular Phones & Home Phones**

### **Connection**

- Your speeds will fluctuate based on tower congestion and load balancing done by the carrier. DC Tech IT, LLC, has no control over this.
- Customers experiencing service issues should contact us.
- DC Tech IT, LLC service(s) are provided as a service only. This means that we will forward network repair requests to the appropriate carrier, but DC Tech IT, LLC is not responsible for making the repairs. DC Tech IT, LLC, Verizon, AT&T, T-Mobile, Sprint, and the U.S. Cellular are not responsible for any device malfunction.
- There may be times your connection may drop out altogether. DC Tech IT, LLC, will do everything we can to resolve any issues. However, if the carrier is experiencing an outage or change of service, DC Tech IT, LLC, has no control over that. No refund or credit will not be provided for the days your service was down.
- Most services are considered unlimited and, in most cases, will always achieve the highest speed possible for the area. Congested areas are subject to throttling and no certain speed is promised. Average speed estimates provided by DC Tech IT, LLC are not intended to be used as expected speed, merely an example. Speeds will vary by signal strength and other variables, which DC Tech IT, LLC cannot guarantee.
- DC Tech IT, LLC cannot provide signal estimates to customers without testing the signal in person with special signal testing equipment, hence we provide a free trial. Self-install customers are responsible for obtaining signal and speed tests prior to ordering from DC Tech IT, LLC. If after purchase and activation a customer determines the service will not work in their area.

### **Terms of Use for using "DCTech\_Guest" Networks**



## Legal Terms

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- By accessing the wireless network, users acknowledge they are of legal age, and have read and understood and agree to be bound by this agreement.
  - Users agree not to use wireless network for any purpose that is unlawful and to take full responsibility for their action.
  - The wireless network is provided "as is" without warranties of any kind, either expressed or implied.

### Third Party Resources

- The DONOTCALL registry on our website a resource provided by the Federal Government. For more information on this resource, click here <https://www.donotcall.gov/>
- The ACP (Affordability Connectivity Program) on our website a resource provided by the Federal Government. For more information on this resource, click here <https://www.fcc.gov/acp>
- The Speed Test on our website is provided by Ookla, LLC under the speed test custom program. By using this tool you agree to their terms and conditions which can be found here: <https://www.speedtest.net/about/terms> and their privacy policy which can be found here <https://www.speedtest.net/about/privacy>

### Liability

- All devices are determined not to be stolen or blacklisted before being issued to a customer.
- If the carrier marks the customer's device as stolen or blacklisted after it is issued DC Tech IT, LLC is not responsible for replacing the device.
- If you provide your own modem, you must include the brand of your modem AND the IMEI off of your modem in an email to [support@dctechit.com](mailto:support@dctechit.com). Failure to do so will cause activation/delays/cancelation of your order. Beyond activating service, DC Tech IT, LLC, cannot help you with any BYOD (Bring Your Own Device). The customer is responsible for getting the SIM card to work.
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- Any changes the customer makes to a modem, INCLUDING resetting the modem, are done at the customer's own risk. DC Tech IT, LLC will reconfigure the modem to the proper settings if needed but this may result in an additional charge.

### Abuse

- Abusive use constitutes using the internet or data connection for illegal activities, or any use that is against the terms of service partners.





## Legal Terms

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- Service is based in the United States and applicable to all US Laws. Any violation of the law(s) can constitute abuse. When using service outside of the United States, you must follow all laws of that country and US Laws. Any violation of the law(s) can constitute abuse.
- Clients found in violation of the abuse policy may be Suspended until the next service renewal, and/or termination of service. This is beyond the control of DC Tech IT, LLC.

## VoIP Phone Service

Customers will be provided with an estimate. If the estimate is accepted, it will be converted to an invoice. Customer may have multiple estimates, including but not limited to One Time Porting fees, installation, monthly service cost or split as needed. A estimate shall become binding on the parties when it is accepted by the customer either electronically or any other methods of communication.

### General:

DC Tech IT, LLC will use reasonable efforts under the circumstances to maintain its over-all network quality. The quality of service provided hereunder shall be consistent with other common carrier industry standards, government regulations and sound business practices.

### Provisions to DC Tech, LLC's Availability Guarantee:

- The acts of omissions of Customer, its employees, contractors agents or its End Users.
- Noncompliance with respect t DC Tech IT, LLC's Terms of Service (including its payment terms)
- Power failure at the customer's location.
- Local equipment found negatively affecting the DC Tech IT, LLC VoIP.
- Failure of equipment, systems, connections or services not provided or controlled by DC Tech IT, LLC.
- Force Majeure Events.
- Circumstances or causes beyond the reasonable control of DC Tech IT, LLC.
- Any period in which DC Tech IT, LLC is not provided full and free access to all required equipment in order to rectify a situation.
- Customer's failure to provide DC Tech IT, LLC with remote and/or on-site access to CPE upon request, including router log-on IDs and passwords.

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- Customer's use of any DC Tech IT, LLC Service in an unauthorized or unlawful manner.
  - Improper or unapproved local Network configurations impacting the DC Tech IOT, LLC Voip service, including double nat, firewall, sip-AIG or other settings on your or your ISP's router.

## **Credit Balance and Payment Process:**

Following a verified incident, DC Tech IT, LLC will apply credits, upon customer request, earned within three billing cycles. Credits are based on a prorated amount and the sum will not exceed the average customer user fee for that billing period.

Credits will only be given to customers in good financial standing and must comply with DC Tech IT, LLC's Terms of Service. As a result of any investigations, customers must fully cooperate with the DC Tech IT, LLC Support Team Failure to do so, will negate all credit earnings and void the Guarantee.

## **Network Maintenance:**

Scheduled Network Maintenance refers to normal maintenance scheduled for the upgrade of DC Tech IT, LLC's data and voice network, as well as servers used to deliver DC Tech IT, LLC Services to Customers. Scheduled Network Maintenance may occur at any time during our maintenance window of 12:00 AM - 7:00 AM EST. Such effects related to Scheduled Network Maintenance shall not give rise to service credits outlined in this document.

In the event a customer cancels service, they will still owe their bill. Termination notice must be given as outlined in this document.

DC Tech IT, LLC MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, DC Tech IT, LLC EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

## **Call Recording**

Call recording is know as the activity mentioned below.



## Legal Terms

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Customer that use our call recording features also agree to Amazon S3 terms and conditions which can be found here Terms of Use: <https://aws.amazon.com/service-terms/>, Privacy Policy: [https://aws.amazon.com/privacy/?nc1=f\\_pr](https://aws.amazon.com/privacy/?nc1=f_pr).



Call recording vendors are governed by Florida and their respective states laws.



I hereby release and forever discharge DC Tech IT, LLC their affiliates, agents, vendors, employees, representatives, predecessors, successors and assigns (collectively "Releasees"), from any injury, damage or loss, whether factual, or implied, that may be experienced as a result in participating in the activity of call recording.

## Voice Service

DC Tech IT, LLC limits its liability when offering portions to include or omit customer's names, addresses, and/or telephone number in published directories directory assistance databases. If DC Tech IT, LLC fails to comply with Customer's preference of if their are errors in the published information, DC Tech IT, LLC's total liability, along with its associated parties, will not exceed the monthly charges paid by customer for listed or omitting the information during the affected period. Customer agrees to indemnify DC Tech IT, LLC against any claims arising from such errors or omission. Additionally DC Tech IT, LLC and its associated parties are not liable for any acts, errors, or omissions related to directory advertising services.

during and after this agreement, DC Tech IT, LLC reserves the right to delete customer voicemail, call detail records, data, files or other stored information as per its storage policies. DC Tech IT, LLC bears no liability for any loss or removal of such information.

## Toll Free Numbers

In addition to other terms in the VoIP Section, the following section "Toll Free Numbers" also applies.

**Limitation of Use:** Customer may order Toll Free Services subject to availability, but these services are strictly intended for commercial use. To maintain Toll Free Service with DC Tech IT, LLC, Customer must have Voice Services and map each Toll Free number ("TFN") to an associated Voice Service number ("Associated TN"). If Customer terminates the Associated TN, they must promptly reassign the TFN to another Digital Voice number on their account, purchase a new number for mapping, port the TFN to another carrier, or disconnect the TFN. Failure to take immediate action will result in DC Tech IT, LLC disconnecting the TFN without liability for service loss.

**Term and Termination:** Toll Free Services are provided on a month-to-month basis. Customer may terminate these services with thirty (30) days' notice to DC Tech IT, LLC, subject to settling all outstanding fees and returning any DC Tech IT, LLC Equipment. Termination does not incur Termination Charges and coincides with termination of Voice Services.

**Authorization:** By ordering Toll Free Service, Customer authorizes DC Tech IT, LLC, as outlined in each Service Order, to act as its agent for initiating and provisioning Toll Free Service.

#### Toll Free Charges:

- **Prices:** Toll Free Service rates are specified in the estimate as provided before obtaining service. If you do not see this information contact DC Tech IT, LLC as referenced in this document.
- **Billing Increments:** Usage charges are billed per minute or per message. Per-minute charges start with a minimum duration of one (1) minute and subsequent intervals of one (1) minute each, rounded up to the nearest whole minute.
- **Rounding of Charges:** DC Tech IT, LLC reserves the right to round all invoice amounts to the nearest cent.
- **Service Provision:** Toll Free Services are provided strictly for commercial use under the terms and conditions specified herein.

#### Voice Equipment Requirements

To utilize Voice Service, Customer must have a multimedia terminal adapter ("MTA"), application layer gateway ("ALG"), analog telephone adapter ("ATA", or similar adapter device. DC Tech IT, LLC offers the option to lease an MTA, making it DC Tech IT, LLC Equipment. Alternatively, in some locations, Customer may use their purchased MTA, in which case it becomes Customer Equipment. Customer agrees to maintain the MTA connected to a functional electrical outlet continuously.

Voice Service may not be compatible with:



## Legal Terms

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Configurations not approved by DC Tech IT, LLC for Voice Service, including certain MTAs, ATAs, or ALGs.

- Specific non-voice communication equipment like certain alarm systems, medical monitors, fax machines, and dial-up modems.
- Devices such as rotary-dial or pulse-dial phones, certain PBX equipment, answering machines, and traditional CallerID units.
- Services like casual/dial around (10-10) calling, 976, 900, 700, or 500 number calling.
- Certain ×1 calls (excluding 41 and 911), and other call types not explicitly supported by DC Tech IT, LLC as outlined in their product literature (e.g., outbound shore-to-ship calling).

### Delivery Of Services

Once customers accept the estimate(s), DC Tech IT, LLC can initiate service at the designated service location(s). By accepting the estimate, customers authorize DC Tech IT, LLC to commence custom installation. The acceptance of the estimate binds DC Tech IT, LLC and the customer, with the balance due on the specified due date.

DC Tech IT, LLC does not guarantee the speed of Internet Service. Actual speeds can vary due to multiple factors, including the number of workstations sharing the connection.

Customer must ensure free access to Service Location(s) for installation and maintenance of DC Tech IT, LLC Equipment. Customer is responsible for providing necessary environmental conditions and electricity for the equipment.

Services commence upon installation and activation, with DC Tech IT, LLC notifying Customer of the availability date.

Equipment provided by DC Tech IT, LLC remains its property and should not be tampered with or moved without authorization. DC Tech IT, LLC maintains and may remove the equipment as necessary; Unless equipment is fully paid for by the customer.

DC Tech IT, LLC is not responsible for installing or maintaining Customer-Provided Equipment. Customers are liable for ensuring compatibility and maintaining such equipment.

Each Service Order undergoes an engineering review to determine installation requirements. DC Tech IT, LLC may charge a Custom Installation Fee if additional work is needed, which Customer can reject. This will be provided via an estimate from DC Tech IT, LLC.

DC Tech IT, LLC may provide access to an Administrative Web Site for managing Services. Customer must safeguard user identifications and passwords and is responsible for all authorized use of the site.

## **SIP Truck**

Limitation and Intended Use: DC Tech IT, LLC offers Trunk Services for business use only, subject to availability.

### 911 Notice and Responsibilities:

- Customer must ensure accurate 911 location information for multi-line telephone systems, such as PBXs, to aid emergency responders. DC Tech IT, LLC allows Customers to designate up to ten distinct zones for precise 911 location identification. Customer must request Emergency Location Information numbers and program their system accordingly.
- Customer is responsible for complying with state laws requiring specific location transmission for 911 calls and warrants compliance with these requirements.
- DC Tech IT, LLC will register only the main billing telephone number in the 911 database unless Customer requests Emergency Location Information.
- Customer must notify DC Tech IT, LLC in advance of any Trunk Service location changes to avoid incorrect 911 location information during emergencies.
- Customer must obtain approval before conducting test calls to 911.

Battery Backup and Service Interruptions: Customer acknowledges that Trunk Services rely on electrical power and DC Tech IT, LLC does not provide battery backups. Customer is encouraged to secure their own backup power to maintain Trunk Service, including 911 access, during power outages.

### Responsibility for Telephone Equipment:

- Customer is responsible for maintaining functional PBX equipment and handsets, programming them to support 911 and ten-digit local dialing as required.
- DC Tech IT, LLC is not liable for changes in its operations affect Customer-provided equipment or render it obsolete.
- Customer must configure their equipment to intercept unused station numbers to avoid call charges
- Trunk Service may not support alarm systems, certain medical devices, fax machines, and dial-up modems, and DC Tech IT, LC assumes no liability for damages arising from attempts to use such devices.

Trunk Service Charges:

- Pricing for Trunk Service is detailed in the applicable Service Order and pricing lists.
- Billing for domestic long-distance calls and inbound calls to toll-free numbers is on a per-minute basis, rounded to the next whole minute.

## E911 & 911 Disclaimer & Customer Acknowledgement

By using our services you, the user, agree to these terms and conditions bound or set forth in this document.

Before using DC Tech IT, LC VOIP Service, it's important to understand its limitations regarding emergency calling (911 and enhanced 911 ("E911")) compared to traditional services. VOIP can be used from various internet-connected devices (e.g., handsets, computers, smartphones) anywhere, which poses challenges for emergency responders in pinpointing the caller's location.

With basic 911, the operator won't automatically receive your phone number or location, so you must provide this information. E911 automatically provides your phone number and registered address to the operator based on your registered address, aiding in emergency response. However, not all locations support E911, so you should always be prepared to provide your phone number and actual location when dialing 911. It's crucial that your registered address accurately reflects your current location for effective emergency response.



A 911 and E911 Service may be limited or unavailable in the following circumstances listed below.

- Power outage or disruption to the equipment or Softphone providing Your Service (following a power outage, You must reset or reconfigure the terminal)
- Broadband outage, interruption or malfunction that affects Your Service;
- Relocating Your Softphone to a location other than to the location that You registered with us;
- Delays in making Your Registered Location available to the database accessed by the 911 Operator;
- Using a telephone number other than the one that is registered for Your Device, using a non-native telephone number or blocking Your caller ID:
- Network congestion, disruptions, or other problems with Your ISP or DC Tech IT, LLC's network;

## Legal Terms

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- VoIP Service interruption or termination any reason, including the suspension or termination of your account with DC Tech IT, LLC for non-payment or Changing your phone number or adding a new phone numbers to your account without updating the location you have Registered with us;
- Delays or disruptions of Service in the network or Services of DC Tech IT, LLC's underlying E911 provider;
- You cannot text a 911 Operator using the Service;
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If your Softphone is used in an office with other users, please note the following:

1. The registered location for your Softphone will be your office location. If you use the Softphone elsewhere and dial 911, the operator will see your office location as the registered address, regardless of where you are.

2. If your telephone number is not the designated 911 number for your office, you must register it as such for an extra fee. Always be ready to provide your callback number and current location, as not all 911 operators may have E911 capabilities.

- Internet viruses that affect Your Softphone or internet connectivity and speed;
- In certain geographic areas where DC Tech IT, LLCs' underlying E911 provider has limited access (or no access at all) to the 911 Operator's facilities.
- Non-VoIP Devices. Home alarm systems, fax machines and other equipment that attach to your home computers, local telephone service, cable system



Except as otherwise described in the General Terms and Conditions, DC Tech IT, LLC will have no obligations or liability with respect to any Service outages, interruptions or degradations for any reason. Additional Service limitations can be found on the FCC's website at: [https://www.fcc.gov/sites/default/files/voip\\_and\\_911\\_service.pdf](https://www.fcc.gov/sites/default/files/voip_and_911_service.pdf)

### Registering Your Softphone Location:

Before using DC Tech IT, LLCs' telephone numbers, ensure your Softphone's current location is registered. This ensures that if a 911 call is made, the E911 Operator can access your Softphone's telephone number and registered location.

### Moving Your Softphone:



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Always update your Softphone's location if you move it from its registered address. Failure to update may result in 911 calls being routed to the old registered location instead of your current one.

#### Mobile Softphones:

When using a mobile device (e., smartphone, tablet) outside your registered location, use your cellular network for 911 calls instead of DC Tech IT, LLC's service. E911 may transmit the registered location to the 911 Operator, not your actual location. Some wireless services may not support automatic location identification, so be prepared to provide your actual location to the 911 Operator.

#### Alternative 911 Access:

Acknowledge VOIP telephony limitations and ensure alternative 911 access during service outages or limitations.

#### Broadband Access:

Requires broadband internet from a third-party ISP for DC Tech IT, LLCs' VOIP services. DC Tech IT, LC does not manage traditional telephone lines or guarantee internet connectivity.

#### Power Outages:

After power outages, reset or reconfigure terminal adapter equipment before using the service, including 911 and E911.

#### Customer Notification Obligations:

Ensure all users understand emergency calling limitations, VOIP service constraints, user obligations, and DC Tech IT, LLC's liability limitations. Provide 911 warning labels for Softphones.

#### Multi-story Offices or Campus:

In multi-story buildings or campuses, specify your exact location (e.g., floor number, office number) to the 911 Operator for accurate emergency response.

**Limitation of Liability:** You agree that DC Tech IT, LC and its affiliates will not be liable for any damages arising from the use or inability to use their services, including 911 and E911 services.

This includes direct, indirect, incidental, special, or consequential damages. You release DC Tech IT, LLC from all claims and agree not to sue them, except in cases of willful misconduct.

**911 Service Handling:** DC Tech IT, LLC has no control over how 911 calls are delivered or handled by third parties, including emergency response centers. You release DC Tech IT, LC from any claims related to the handling of 911 calls by these parties, except in cases of DC Tech TI, LLCs' willful misconduct.

**Assumption of Risk and Disclosure:** By using the services, you assume the risk of losing emergency 911 capabilities. You consent to DC Tech IT, LLC disclosing your telephone number and other information to emergency authorities as necessary.

**Customer Acknowledgement:** By signing the 911 Disclaimer, you acknowledge and accept the limitations of VoIP Service 911 and E911, your obligations, and DC Tech IT, LLC's limitations of liability. You agree to inform all users of these limitations and ensure 911 labels are attached to or near Softphones using DC Tech IT, LLC's services.

#### Additional Terms

In addition to other terms and conditions referenced in this document, the following terms specifically apply to PRI Services offered by DC Tech IT, LLC:

- **Local Area:** DC Tech IT, LLC provides PRIs limited to one local calling area (LATA) per PRI at Customer locations served under the Proposal(s).
- **Telephone Number Assignment:** Customer must assign telephone numbers consistent with DC Tech IT, LLCs' Rate Center associated with the NPANXX. Customer is responsible for all toll free long-distance charges, even if the local calling area differs from the ILECs' scope.
- **Traffic Thresholds:** If over 20% of Customer's traffic originates from or terminates to third parties other than the ILEC, an additional \$0.02 per minute will be charged for minutes exceeding this threshold.
- **Signaling Information:** Customer must pass all signaling information to DC Tech IT, LLC, including CPN and ANI. Failure to provide correct signaling information may result in charges and termination of the Agreement by DC Tech IT, LLC.
- **Reasonable Usage:** DC Tech IT, LLC may require Customer to purchase additional PRIs if monthly traffic exceeds 100,000 minutes or peak usage exceeds 1,000 minutes per hour during business hours.
- **Customer's Responsibilities to Third Parties:** Customer is solely responsible for coordinating and paying for Third Party Services related to DC Tech IT, LLC's Services, including all associated charges.



## Legal Terms

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- **Indemnification:** Customer agrees to defend, hold harmless, and indemnify DC Tech IT, LLC from all liabilities arising from Customer's breach of this Agreement, including legal fees and expenses.
  - **Regulatory Requirements:** Customer must comply with all Regulatory Requirements, and DC Tech IT, LLC reserves the right to adjust rates with 30 days' notice to comply with regulatory changes.
  - **E911 Databases, CNAM, and Directory Listings:** Customer is responsible for providing and updating 911 and E911, CNAM, and directory listing information for its e d users.
  - **Letters of Agency:** Service activation depends on DC Tech IT, LLC receiving compliant letters of agency from Customer's end users.
  - **Law Enforcement:** Customer must respond to law enforcement requests and comply with Communications Assistance for Law Enforcement Act requirements.
  - **Local Number Portability:** Customer must comply with FCC rules regarding Local Number Portability (LNP) and provide requested utilization information to DC Tech IT, LLC.

## Customer conduct:

Voice Service is restricted to Service Locations where installation is by DC Tech IT, LLC. Customer must not relocate Voice Service without notifying DC Tech IT, LLC, as such actions may lead to service failure. Customer agrees not to misuse Voice Service for activities like auto-dialing or telemarketing, which may result in service termination by DC Tech IT, LLC. Voice Service availability may be affected by network disruptions or power outages at Customer's Service Location. DC Tech IT, LLC does not guarantee uninterrupted service, particularly if the battery backup fails or if online features are unavailable due to Internet disconnection.

## Software & Services

If and to the extent Customer requires the use of Licensed Software in order to use the Services supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by DC Tech IT, LLC, including, without limitation, end-user license agreements for the Licensed Software. DC Tech IT, LLC and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the

Licensed Software under the terms expressly set forth in this Agreement. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of DC Tech IT, LLC; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of the Services may periodically require updates and/or changes to certain Licensed Software resident in the DC Tech IT, LLC Equipment or Customer-Provided Equipment. If DC Tech IT, LLC has agreed to provide updates and changes, DC Tech IT, LLC may perform such updates and changes remotely or on-site, at DC Tech IT, LLC's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by DC Tech IT, LLC.

## Miscellaneous

**Force Majeure.** Neither party shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way, unavailability of services or materials upon which the Services rely, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

**Assignment and Transfer.** Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, DC Tech IT, LLC may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, DC Tech IT, LLC may partially assign its rights and obligations hereunder to any party that acquires from DC Tech IT, LLC all or substantially all of the assets of a network(s) in which the Services is deployed to Customer. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

**Export Law and Regulation.** Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by DC Tech IT, LLC, Customer also agrees

to sign written assurances and other export-related documents as may be required for DC Tech IT, LLC to comply with U.S. export regulations.

Notices. Except as otherwise provided in this Agreement, any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested. Notices to Customer shall be sent to the Customer billing address; notices to DC Tech IT, LLC shall be sent to [address], Attn: Director of Business Customer Operations, with an email copy to: [email] Attn.: Senior Vice President & General Counsel. All such notices shall be deemed given and effective on the day when delivered by overnight delivery service or certified mail.

Entire Understanding. The Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of DC Tech IT, LLC may make modifications to this Agreement or this Agreement's form. No modification to the form or this Agreement made by a representative of DC Tech IT, LLC who has not been specifically authorized to make such modifications shall be binding upon DC Tech IT, LLC. No subsequent agreement among the parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both parties.

Tariffs. Notwithstanding anything to the contrary in the Agreement, DC Tech IT, LLC may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and DC Tech IT, LLC shall take such steps as are required by law to make the rates and other terms enforceable. If DC Tech IT, LLC voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that DC Tech IT, LLC is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either party, the affected party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

Construction. In the event that any portion of this Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another

provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**Survival.** The rights and obligations of either party that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.

**Choice of Law.** The domestic law of the state Virginia shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

**No Third Party Beneficiaries.** This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

**No Waiver.** No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).

**Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

**Article Headings.** The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

**Compliance with Laws.** Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

## Website Building/Hosting

### Introduction

DC Tech IT, LLC owns the domain <https://www.dctechbuilder.com>, sometimes referred to in this document as Website Builder.

All Users may have access to the website builder with the Free Plan. The Free Plan allows creating up to 10 websites on one account. Published websites created with the Free Plan have a random <https://dctechbuilder.com> subdomain which contain our branding. With a Paid

subscription, users may connect a custom domain name, analytics and marketing tools, SSL-certificate, and remove DC Tech IT, LLC branding.

**Acceptable Use Policy:** Users must comply with all laws, refrain from damaging or disrupting services, and not misuse the platform for unauthorized purposes.

**Scheduling Services:** Designed for integrating customer-facing calendars with third-party solutions (like iCloud, Google Calendar, etc.), aiming to enhance user experience and time management. Users must ensure proper authorizations and compliance with End User Terms

**Account Management:** Users must maintain accurate registration details, keep accounts secure, and promptly report any security breaches. Accounts are non-transferable.

**Intellectual Property:** All rights to DC Tech IT, LLC Services and associated intellectual property belong to DC Tech IT, LLC or its licensors. Users must not infringe these rights.

DC Tech IT, LLC reserves the right to remove features due to cost or other reasons, affecting service availability.

**Updates and Modifications:** Terms may be updated periodically without notice, and the latest version will be available on their website. Users are responsible for checking for updates.

**Payment and Cancellation:** Payments are non-refundable, and cancellation terms vary based on monthly or yearly commitments.

## Content

### Users' Intellectual Property

Subject to the Agreement between DC Tech IT, LLC and the customer, you shall own all the content uploaded or created by you, including but not limited to any texts, photos, images, music, videos, etc. unless the content is the property of Third Parties or has been uploaded from any publicly available sources.

### Third Party Intellectual Property

You may use Third Party content, including but not limited to images, videos, fonts and audio, on your website only after obtaining official permission or license from the content owner. Unless manifestly permitted by the author or content owner, copying, storage, reuse, redistribution, publication or any other form of abuse of

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copyrightable materials on your Website shall be prohibited. If you fail to abide by the above regulations, DC Tech IT, LLC reserves the right to suspend your Website for further investigation.

## **Prohibited Content Guidelines**

- Adult: pornography, use of pictures, videos and other forms of media files containing nudity in a sexual context and/or exposed genitalia;
- Copyrighted Content: any content protected under Intellectual Property laws that you do not own the rights to;
- Black-Hat SEO/Spam Content: any content that aims to gain search engine rankings, likes or provide irrelevant advertisements;
- Illegal Content: any sort of content that may infringe upon current legislation of the United States or other countries;
- Phishing: any sort of content that may induce users to provide their personal data for inappropriate use that may be harmful to them or illegal;
- Scams: dubious schemes (e.g. financial pyramids) that make promises to the user to get-rich-quick;
- Harmful Content: any content that may be harmful to health of its users, for example, the one causing seizures;
- Illegal Products Promotion: content referring to promotion or advertising of products that are prohibited for sale or restricted under current legislation, including weapons, drugs, counterfeit goods, stolen items and items that violate privacy rights or may be considered offensive.

## **DC Tech IT, LLC Intellectual Property**

DC Tech IT, LLC and its Services are protected by copyright, trademark and other proprietary rights of DC Tech IT, LLC. Thus, any content provided by DC Tech IT, LLC is protected by Intellectual property laws, unless it has been uploaded by Users or Third Parties.

Unless manifestly permitted by DC Tech IT, LLC, third-party authors, users, or intellectual property laws, copying, storage, reuse, redistribution, publication or any other form of abuse of copyrightable materials shall be prohibited without authorization from the property owner.

Nothing in these Terms of Use may be interpreted as a waiver of DC Tech IT, LLC Intellectual Property rights under any law.

## **Third Party Services & Limitation of Limited**





## Legal Terms

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DC Tech IT, LLC may provide you with a number of Third-Party Services, such as domain registrars, website building tools, applications, design services, and other services. In terms of Third-Party Services, DC Tech IT, LLC acts solely as an intermediary and is not responsible or liable for Services provided by Third Parties. Thus, DC Tech IT, LLC will not in any way be involved in transaction, communication or any other interaction with Third Parties. DC Tech IT, LLC may recommend using certain Third Party Services for better user experience and/or as a part of an extension of DC Tech IT, LLC Services. You hereby agree to use Third Party Services exclusively at your own risk. Any Services rendered in such a manner shall be subject to such legal terms as stipulated by Third-Party Terms and Conditions. We recommend reading them carefully before engaging in any activity with Third Parties. Under no circumstances shall DC Tech IT, LLC, its officers, directors, shareholders, employees, affiliates and/or agents be liable for any direct, indirect, incidental, special, punitive, exemplary or consequential damages, resulting from (a): any aspect of your use of the Website, whether the damages result from use or misuse of the Website, from failure to use the Website, or the interruption, suspension, modification, alteration, or termination of the Website; (b) use of any Services or products obtained through or advertised in connection with the Website or any external links on the Website; (c) use of any information or advice obtained through or advertised in connection with the Website or any external links on the Website; (d) errors, mistakes, or inaccuracies of or in any content; (e) events beyond the reasonable control of DC Tech IT, LLC. These limitations shall apply to the fullest extent permitted by law.

## Changes, Updates & Notices

DC Tech IT, LLC may occasionally change and update these Terms of Use, and undertakes to post the most current version on the site. If a change or update limits your rights or options in any way, we'll notify you thereof as soon as possible. The notice will stipulate a period after which the new terms will come into force but not earlier before new Terms of Use are published on the Website. Neither changes nor updates will ever apply retroactively. By continuing to access or use the Website and/or any Services rendered by DC Tech IT, LLC after any changes or updates become operative, you agree to be bound the by new Terms of Use. If you disagree with our changes or updates, please cease to use the Website and its Services.

We may send you relevant notices using one of the following methods: (a) via the DCTECHBUILDER.COM (Website Builder) Services, including a banner or pop-up, push notification within the DCTECHBUILDER.COM or DCTechIT.com Website, Account or elsewhere; (b) by email, sent to the email address you provided us; and/or (c) by phone numbers provided in your Account; (d) by letters sent to physical addresses that you provided in your Account; (e) using any other ways of communication available in your Account. Our notice to you will be

considered as received and operative within twenty-four (24) hours after it was sent or published by any of the above-mentioned ways unless the notice indicates otherwise.

## **Law and Jurisdiction**

To the maximum extent permitted by law, this agreement is governed by the Laws of the United States of America, and you hereby consent to the exclusive jurisdiction and venue being in the Courts of Carroll County, Virginia, all disputes arising out of or relating to the use of the DC Tech IT, LLC Website and/or Services. However in all disputes prior to filing any legal action the parties must complete non-binding mediation prior to a suit being instituted. The non-binding mediation shall not apply to DC Tech IT, LLC when filing actions to collect monies due under contracts, subscriptions, or for any suit initiated by DC Tech IT, LLC.

In case of any disputes arising from the use of DCTECHBUILDER.COM and/or its Services, we will take any measures to resolve the dispute in an amicable manner. You hereby agree to try to resolve a dispute by first contacting us. We'll try to resolve the dispute informally by contacting you via email, phone or other means of communication. Failing to resolve the dispute within thirty days of the receipt of your first notification outlining the problem, the case at the option of DCTECHBUILDER.COM may involve either mediation or legal action.

## **VPN**

## **Anti-virus/Device Cleanup**

- DC Tech IT, LLC and IT's partners are not responsible for any damage caused by these products and services.
- DC Tech IT, LLC or ITS Partners is not liable for viruses or any malware or trojans generated or not generated or caught or uncaught by the antivirus & security products installed on your equipment or devices.

## **Notary**

## **Scheduling Service**

# Alarm & Camera System & P.E.R.S (Personal Emergency Response System) Medical Alert & Lone Worker Devices

## General Information

- VA DCJS ID: 11-213
- DC Tech IT, LLC is licensed to install and maintain alarm system equipment that is purchased thru DC Tech IT, LLC.
- The alarm monitoring companies and their partners, as well as hardware and software partners, are responsible for maintaining their equipment.

## DCJS Laws & Compliance

DC Tech IT, LLC must comply with laws set by DCJS (Department Criminal Justice System) as listed below. Some laws below are for licensed staff member of DC Tech IT, LLC only.

## Code of Virginia

- § 9.1-138 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-138/>
- § 9.1-139 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-139/>
- § 9.1-140 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-140/>
- § 9.1-140.01 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-140.01/>
- § 9.1-140.1 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-140.1/>
- § 9.1-141 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-141/>
- § 9.1-142 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-142/>
- § 9.1-143 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-143/>
- § 9.1-144 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-144/>
- § 9.1-145 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-145/>
- § 9.1-146 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-146/>
- § 9.1-147 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-147/>
- § 9.1-148 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-148/>
- § 9.1-149 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-149/>
- § 9.1-149.1 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-149.1/>



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- § 9.1-150 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-150/>
  - § 9.1-150.1 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-150.1/>
  - § 9.1-150.2 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-150.2/>
  - § 9.1-150.3 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-150.3/>
  - § 9.1-150.4 <https://law.lis.virginia.gov/vacode/title9.1/chapter1/section9.1-150.4/>

## Administrative Code

- Chapter 172: <https://law.lis.virginia.gov/admincodefull/title6/agency20/chapter172/>
  - 6VAC20-172-10: <https://law.lis.virginia.gov/admincode/title6/agency20/chapter172/section10/>
  - 6VAC20-172-20: <https://law.lis.virginia.gov/admincode/title6/agency20/chapter172/section20/>
  - 6VAC20-172-30: <https://law.lis.virginia.gov/admincode/title6/agency20/chapter172/section30/>
  - 6VAC20-172-40: <https://law.lis.virginia.gov/admincode/title6/agency20/chapter172/section40/>
  - 6VAC20-172-90: <https://law.lis.virginia.gov/admincode/title6/agency20/chapter172/section90/>
  - 6VAC20-172-130: <https://law.lis.virginia.gov/admincode/title6/agency20/chapter172/section130/>
  - 6VAC20-172-150: <https://law.lis.virginia.gov/admincode/title6/agency20/chapter172/section150/>
  - 6VAC20-172-170: <https://law.lis.virginia.gov/admincode/title6/agency20/chapter172/section170/>

## Monitoring

- We use Affiliated Monitoring for all of our monitoring services. If you have a false alarm you may call us and follow the prompts for the monitoring center.



## Legal Terms

- All alarm responses are managed by a 24/7 call center team who will assist and dispatch to local or state emergency call centers as needed & not the responsibility of DC Tech IT, LLC.
- Each customer must sign an emergency service agreement for response service to be provided.

## Monitoring Company Information

License Information for each state can be found here <https://alarmlicensinginfo.com/>  
License Information & Credentials can be found here <https://www.affiliated.com/credentials-licenses/>

## Monitoring Agreement between customer & monitoring center

Dealer: DC Tech IT, LLC, DBA: DC Tech & DC Connect, Address: 37 Sunnyvale Road, APT. B, Hillsville, VA 24343

Subscriber: The customer with the service.

THIS "AGREEMENT" IS MADE BY AND BETWEEN THE SUBSCRIBER SHOWN ABOVE ("SUBSCRIBER") AND AFFILIATED MONITORING, INC. ("COMPANY"), EFFECTIVE AS OF THE DATE LISTED ON THIS AGREEMENT OR WHEN THE SYSTEM (DEFINED BELOW) FIRST COMMUNICATES WITH COMPANY, WHICHEVER IS EARLIER, FOR THE PROVISION OF MONITORING SERVICES FOR THE SYSTEM. SUBSCRIBER IS SOMETIMES REFERRED TO AS YOU OR YOUR. THE "PREMISES" IS THE LOCATION OF THE SYSTEM AS SET FORTH ABOVE, UNLESS COMPANY IS OTHERWISE NOTIFIED BY DEALER IN WRITING EFFECTIVE UPON ENTRY INTO THE COMPANY'S SYSTEMS, BUT NO LATER THAN ONE (1) BUSINESS DAYS THEREAFTER. IF THE SYSTEM IS DESIGNED TO BE MOBILE AT ALL TIMES, THE LOCATION OF THE SYSTEM AT ANY TIME SHALL BE THE LOCATION REPORTED BY THE SYSTEM'S TRACKING TECHNOLOGY (THE "LOCATION"). THE "SYSTEM" REFERS TO THE EQUIPMENT, DEVICES, ACCESSORIES, SOFTWARE, APPS AND FEATURES PROVIDED TO YOU FROM TIME TO TIME BY THE DEALER LISTED ON THIS AGREEMENT ("DEALER"). SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, COMPANY AGREES TO MONITOR AND SUBSCRIBER AGREES TO PERMIT COMPANY TO MONITOR THE SYSTEM AS A SUBCONTRACTOR OF THE DEALER.



## Legal Terms

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1. MONITORING SERVICE. THE MONITORING SERVICE (THE “SERVICE”) CONSISTS SOLELY OF COMPANY NOTIFYING THE PERSONS, IDENTIFIED IN ADVANCE BY YOU OR DEALER IN WRITING, (THE “CONTACT LIST”) AND EMERGENCY RESPONSE AUTHORITIES (“FIRST RESPONDERS”) USING THE CONTACT INFORMATION SUPPLIED BY YOU OR DEALER UPON COMPANY’S RECEIPT OF ORAL INSTRUCTIONS, SIGNALS, DATA OR OTHER COMMUNICATION REPORTING CONDITIONS THAT REQUIRE ASSISTANCE (A “RESPONSE CONDITION”) WITHIN A REASONABLE PERIOD OF TIME (I) UNDER THE CIRCUMSTANCES AT COMPANY MONITORING FACILITY AND (II) THE PRIORITY OF THE RESPONSE CONDITION AS DETERMINED BY THE COMPANY UPON RECEIPT. IF FIRST RESPONDER CONTACT INFORMATION IS NOT SUPPLIED BY YOU OR DEALER, COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO DETERMINE SUCH INFORMATION, BUT COMPANY IS RELIEVED OF ALL LIABILITY RELATED TO FAILURE TO OBTAIN, OBTAINING AND USING ALL SUCH INFORMATION, EVEN IF COMPANY IS NEGLIGENT IN ANY SUCH RESPECT. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT (A) FOLLOWING A RESPONSE CONDITION BUT BEFORE CONTACTING ANY FIRST RESPONDERS, COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, CONTACT OR ATTEMPT TO CONTACT YOU OR YOUR CONTACT LIST AS FREQUENTLY AS COMPANY DEEMS APPROPRIATE TO VERIFY THE NEED TO NOTIFY FIRST RESPONDERS OF THE RESPONSE CONDITION, AND (B) AFTER RECEIVING ADVICE, ORAL, ELECTRONIC OR WRITTEN, FROM YOU, ANY PERSON ON THE CALL LIST, ANY PERSON AT OR ABOUT THE LOCATION, ANY PERSON AT THE PREMISES, OR ANY PERSON WHO COMMUNICATES WITH US THROUGH THE SYSTEM, TO DISREGARD THE RESPONSE CONDITION, COMPANY MAY, IN EACH CASE, AND IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, REFRAIN FROM CONTACTING FIRST RESPONDERS OR ADVISE FIRST RESPONDERS OF THE RECEIPT OF SUCH ADVICE TO DISREGARD THE RESPONSE CONDITION. NO SERVICES SHALL BE RENDERED FOR (I) SIGNALS THAT HAVE NOT BEEN SPECIFIED AND DEFINED IN ADVANCE IN WRITING BY DEALER, (II) VIDEO OR AUDIO WHICH, IN THE SOLE AND ABSOLUTE DISCRETION OF COMPANY’S SYSTEMS AND PERSONNEL, DOES NOT CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR SERVICES, OR (III) VOICE COMMUNICATION FROM SUBSCRIBER, OR ANY PERSON ON BEHALF OF SUBSCRIBER, WHICH DOES NOT REQUEST ASSISTANCE. YOU ARE SOLELY LIABLE FOR ANYACTIVATION OR USE OF THE SYSTEM AND ANY COSTS, EXPENSES, LOSSES, DAMAGES AND LIABILITIES ARISING OUT OF OR FROM OR RELATED TO SERVICES AND ACTIONS REQUESTED OF COMPANY IN CONNECTION WITH THIS AGREEMENT, EVEN IF YOU ARE NOT THE ONE ACTIVATING OR USING THE SYSTEM OR MAKING THE REQUEST OF COMPANY, AND EVEN IF THE ACTIVATION OR USE OF THE SYSTEM OR THE REQUEST OF COMPANY IS UNAUTHORIZED BY YOU. COMPANY’S EFFORTS TO COMMUNICATE WITH THE CONTACT LIST OR WITH FIRST RESPONDERS SHALL BE SATISFIED BY (A) REPORTING OF A RESPONSE CONDITION TO ANY PERSON ON THE CALL LIST OR ANY FIRST RESPONDER OR (B) IF EFFORTS TO COMMUNICATE ARE UNSUCCESSFUL, ONE ATTEMPT TO CONTACT (I) EACH PERSON ON THE CONTACT LIST AND (II) THE APPLICABLE FIRST RESPONDER(S). THE SERVICE IS (I) SUBJECT TO ALL APPLICABLE LAWS, RULES, REGULATIONS, POLICIES AND TARIFFS



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(COLLECTIVELY, "LAWS"), AND (II) MAY BE SUBJECT TO TRANSMISSION LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF ANY COMMUNICATION PATH INCLUDING, WITHOUT LIMITATION, THE FAILURE, MALFUNCTION OR INTERRUPTION OF ANY COMMUNICATION PATH DUE TO HUMAN OR NATURAL CAUSES INCLUDING, WITHOUT LIMITATION, TELEPHONE, CELLULAR, RADIO, GLOBAL POSITIONING SYSTEM, LOCATION SERVICES, SATELLITE AND INTERNET CONNECTIVITY PROBLEMS OR PROVIDER PROBLEMS, RADIO, SATELLITE OR CELLULAR TRANSMISSION INTERFERENCE CAUSED BY, AMONG OTHER REASONS, ATMOSPHERIC OR TOPOGRAPHICAL CONDITIONS, AND FORCE MAJEURE EVENTS (COLLECTIVELY, "PROBLEMS"). COMPANY IS NOT RESPONSIBLE FOR OR LIABLE FOR ANY DELAYS, DELIVERY FAILURES, LOSS OR DAMAGE RESULTING FROM LAWS OR PROBLEMS. IN ADDITION, THE NUMBER OR FREQUENCY OF COMMUNICATIONS FROM THE SYSTEM OR FROM YOU MAY BE DEEMED TO BE EXCESSIVE TRANSMISSIONS BY COMPANY IN ITS SOLE AND ABSOLUTE DISCRETION ("EXCESSIVE COMMUNICATIONS"). COMPANY'S DETERMINATION OF EXCESSIVE COMMUNICATIONS MAY RESULT IN THE SUSPENSION OR DEACTIVATION OF ALL OR CERTAIN METHODS OF COMMUNICATION WITH A COMPANY MONITORING FACILITY, IN EACH CASE, AS DETERMINED IN THE SOLE AND ABSOLUTE DISCRETION OF COMPANY AND WITHOUT ANY DUTY OR LIABILITY OF COMPANY OF ANY KIND AS A RESULT OF ANY SUCH SUSPENSION OR DEACTIVATION EVEN IF COMPANY IS NEGLIGENT.

2. PERMITS; FEES; FALSE ACTIVATIONS. YOU AGREE TO OBTAIN AND MAINTAIN ALL LICENSES AND PERMITS REQUIRED FOR YOU TO RECEIVE SERVICES BY APPLICABLE LAW. YOU ARE SOLELY RESPONSIBLE FOR ALL ALARM OR OTHER LICENSES AND PERMITS AND FEES REQUIRED FOR YOU TO HAVE OR USE A MONITORED SYSTEM IN THE PREMISES, ANY LOCATION, OR OTHERWISE. YOU SHALL PAY, WITHOUT ANY RIGHT TO BE REIMBURSED BY COMPANY, ALL FINES, FEES, COSTS, EXPENSES AND PENALTIES ASSESSED AGAINST YOU OR COMPANY BY ANY COURT OR GOVERNMENTAL AGENCY IN THE EVENT THE SYSTEM IS ACTIVATED FOR ANY REASON WHATSOEVER, OR FOR THE FAILURE TO COMPLY WITH ALL LAWS APPLICABLE TO YOU, THE SYSTEM, THE LOCATION OR THE PREMISES.

3. DISCLAIMER/LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE AS FOLLOWS: (I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE TO YOU, YOUR FAMILY, YOUR EMPLOYEES, AND OTHERS ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY YOU, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE, (III) COMPANY AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO, OR RECEIVE ANY



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DATA AT, ANY MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR LOSSES, DAMAGES, COSTS, EXPENSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR FOR LOSS, THEFT OR UNAUTHORIZED USE OF YOUR CONFIDENTIAL INFORMATION, YOUR PERSONALLY IDENTIFIABLE INFORMATION OR YOUR PERSONAL HEALTH INFORMATION (AS DEFINED BY ANY PRIVACY LAW), WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$2,500.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, PRIOR TO AN OCCURRENCE RESULTING IN LOSSES, DAMAGES, COSTS, EXPENSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT PROSPECTIVELY, OBTAIN A HIGHER LIMIT BY PAYING A CHARGE FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER. COMPANY SHALL HAVE NO LIABILITY FOR ANY LOSS, DAMAGE, COST, EXPENSE, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) CAUSED, IN WHOLE OR IN PART, BY (I) FIRST RESPONDERS OR ANY PERSON ON THE CALL LIST REACTING TO OR RESPONDING TO NOTICE OF A RESPONSE CONDITION, OR (II) THE FAILURE, REFUSAL OR DELAY OF FIRST RESPONDERS TO RESPOND TO NOTICE OF A RESPONSE CONDITION. 4. TRANSMISSION. YOU ACKNOWLEDGE AND AGREE THAT THE SYSTEM IS A NON-SUPERVISED REPORTING DEVICE. IF THE TRANSMISSION MEDIUM FOR DELIVERY OF DATA, VIDEO OR AUDIO FROM YOUR SYSTEM TO A COMPANY MONITORING FACILITY IS INCOMPATIBLE, INOPERATIVE, CIRCUMVENTED, COMPROMISED OR INTERRUPTED BY NATURAL OR HUMAN CAUSES INCLUDING, WITHOUT LIMITATION, THE CUTTING OF THE TELEPHONE LINE, RADIO OR CELLULAR TRANSMISSION INTERFERENCE, UNAVAILABILITY OF CELLULAR NETWORK(S), GLOBAL POSITION SYSTEM DATA OR OTHER LOCATION SERVICES, POWER LINE SURGES, OUTAGES, INTERNET OR BROADBAND PROBLEMS AND CELLULAR, TELEPHONE, INTERNET OR BROADBAND PROVIDER PROBLEMS, THERE IS NO INDICATION OF THIS FACT AT COMPANY. FURTHER, YOU UNDERSTAND THAT (I) A VIDEO SYSTEM MAY ENABLE COMPANY TO VIEW YOUR PREMISES AND THE AREA AROUND YOUR PREMISES AND (II) AN AUDIO OR TWO-WAY VOICE SYSTEM ENABLES COMPANY TO LISTEN-IN TO YOUR PREMISES. YOU AUTHORIZE AND CONSENT TO COMPANY VIEWING YOUR PREMISES AND THE AREA AROUND YOUR PREMISES AND LISTENING-IN AND RELEASE COMPANY AND REPRESENTATIVES FOR ALL CLAIMS,





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LOSSES, DAMAGES, COSTS AND EXPENSES DUE TO COMPANY VIEWING OF AND LISTENING-IN TO YOUR PREMISES.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE OF THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BY SIGNING THIS AGREEMENT, YOU (I) AGREE THAT THIS IS A BINDING AGREEMENT AND INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE; (II) AGREE TO THE LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS OF THIS AGREEMENT; AND (III) ACKNOWLEDGE HAVING RECEIVED AND READ A COPY OF THE ENTIRE AGREEMENT BEFORE SIGNING. ANY ALTERATION, DELETION OR SUBSTITUTION OF THE PRINTED TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE DEEMED REJECTED AND ARE NOT PART OF THIS AGREEMENT UNLESS APPROVED IN WRITING BY COMPANY. YOU ACKNOWLEDGE AND AGREE THAT (I) YOUR LOCAL MUNICIPALITY MAY REQUIRE THAT YOU OBTAIN A LICENSE OR PERMIT FOR THE MONITORING OF THE SYSTEM AND THAT YOU ARE SOLELY RESPONSIBLE FOR DETERMINING AND COMPLYING WITH SUCH OBLIGATIONS AND (II) YOU SHALL NOTIFY COMPANY OF ALL ORDINANCES OR LOCAL POLICIES OF PROPER AUTHORITIES THAT MAY AFFECT COMPANY'S PERFORMANCE OF SERVICES TO YOU. YOU HEREBY ACKNOWLEDGE THAT ALTERING, CHANGING, SWITCHING OR DISCONNECTING YOUR EXISTING COMMUNICATION EQUIPMENT, NETWORK OR SERVICES MAY RESULT IN THE SYSTEM BEING COMPROMISED AND UNABLE TO COMMUNICATE SIGNALS, AND COMPANY SHALL NOT BE LIABLE FOR RESULTING LOSS OF SERVICES.

5. RELEASE OF INSURED LOSSES AND WAIVER OF SUBROGATION. YOU HEREBY WAIVE ANY RIGHTS, INCLUDING ANY RIGHTS OF SUBROGATION, YOUR INSURANCE COMPANY MAY HAVE TO BE REIMBURSED BY COMPANY OR REPRESENTATIVES FOR MONEY PAID TO YOU OR ON YOUR BEHALF. YOU HEREBY RELEASE COMPANY AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES WHICH ARE INSURED. 6. INDEMNIFICATION. SUBSCRIBER AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) COMPANY AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, DAMAGES, JUDGMENTS, LOSSES, INTEREST AND PENALTIES, SETTLEMENTS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, ECONOMIC LOSSES, PROPERTY DAMAGE, STATUTORY CIVIL DAMAGES, OR DAMAGES DUE TO PERSONAL INJURY OR DEATH) ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES BY ANY PERSON NOT A PARTY TO THIS AGREEMENT, INCLUDING YOUR INSURANCE COMPANY AND EMPLOYEES (NOTWITHSTANDING ANY WORKERS COMPENSATION LAW OR SIMILAR LAW LIMITING AN EMPLOYER'S LIABILITY ARISING OUT OF OR FROM PERSONAL INJURY OR DEATH OF AN EMPLOYEE, WHICH ARE HEREBY WAIVED BY YOU), ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED,

(II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR ANY MONITORING FACILITY, (IV) RECORDING OF COMMUNICATIONS, AUDIO OR VIDEO, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION, PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW) OR (VII) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION. COMPANY AND REPRESENTATIVES SHALL HAVE THE RIGHT, BUT NOT OBLIGATION, TO DESIGNATE ITS OR THEIR ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY SUCH CLAIM. 7. SUSPENSION OF SERVICE. SHOULD DEALER BREACH ITS AGREEMENT WITH COMPANY, OR UPON TERMINATION OR SUSPENSION OF SERVICES FOR ANY REASON UNDER COMPANY'S AGREEMENT WITH DEALER, OR IF YOU OR THE SYSTEM EXCESSIVELY COMMUNICATES WITH COMPANY, YOU UNCONDITIONALLY AND IRREVOCABLY AUTHORIZE COMPANY TO, WITHOUT LIMITATION, IGNORE ALL COMMUNICATIONS RECEIVED FROM YOU OR THE SYSTEM, OR RENDER THE SYSTEM INCAPABLE OF COMMUNICATING WITH COMPANY, AND COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE TO YOU. YOU AGREE THAT COMPANY'S OBLIGATIONS AND DUTIES HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE TO YOU AND YOU HEREBY RELEASE COMPANY FROM AND FOR ALL LOSS, DAMAGE, COST AND EXPENSE IN THE EVENT ANY OF THE MONITORING FACILITIES, EQUIPMENT, OR OTHER RESOURCES (INCLUDING, WITHOUT LIMITATION, THE TELEPHONE NETWORK, GLOBAL POSITIONING SYSTEM SIGNALS OR EQUIPMENT, CELLULAR NETWORK, SATELLITES, THE INTERNET, THIRD PARTY COMMUNICATION SERVICES OR INTERNET SERVICE PROVIDER) NECESSARY TO OPERATE THE SYSTEM, TRANSMIT COMMUNICATIONS BETWEEN THE SYSTEM AND A COMPANY MONITORING FACILITY, OR PROVIDE THE SERVICE ARE INTERRUPTED, CIRCUMVENTED, COMPROMISED, DESTROYED, DAMAGED, INOPERABLE OR MALFUNCTION (COLLECTIVELY, AN "INTERRUPTION") FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, COMPANY'S NEGLIGENCE, FOR THE DURATION OF SUCH INTERRUPTION OF SERVICE. 8. SYSTEMS WITH VIDEO CAPABILITY. IF THE SYSTEM TRANSMITS VIDEO IMAGES, SUBSCRIBER SHALL (I) INFORM ALL PERSONS ON OR ABOUT THE PREMISES OR WITHIN RANGE OF THE SYSTEM THAT THEY ARE BEING MONITORED BY VIDEO CAMERAS; (II) NOT INSTALL, USE OR PERMIT THE USE OF VIDEO CAMERAS WHERE ANY PERSON MAY HAVE A REASONABLE EXPECTATION OF PRIVACY; (III) USE THE VIDEO SYSTEM FOR SECURITY SURVEILLANCE AND MANAGEMENT SERVICES ONLY; (IV) NOT USE THE VIDEO SYSTEM FOR ANY CRIMINAL, ILLEGAL, OR OTHERWISE UNLAWFUL ACTIVITY; AND (V) OBTAIN AND KEEP IN EFFECT ALL PERMITS OR LICENSES REQUIRED FOR THE INSTALLATION AND OPERATION OF THE VIDEO SYSTEM. 9. YOUR INTERACTIONS WITH COMPANY. WE WILL USE COMMERCIALY REASONABLE EFFORTS TO ACCOMMODATE YOU IF ENGLISH IS NOT YOUR FIRST LANGUAGE AND YOU REQUEST TRANSLATION SERVICES, BUT WE DO NOT GUARANTEE THE AVAILABILITY OR COMPETENCE OF ANY TRANSLATOR. WE MAY RECORD AND MONITOR CONVERSATIONS AND OTHER COMMUNICATIONS BETWEEN COMPANY AND YOU, YOUR

AGENTS, EMPLOYEES OR REPRESENTATIVES, PERSONS ON YOUR CALL LIST, OR OTHER THIRD PARTIES ON YOUR PREMISES, AT THE LOCATION, OR USING THE SYSTEM. YOU AUTHORIZE AND CONSENT TO SUCH RECORDING AND MONITORING FOR YOURSELF AND AS THE AUTHORIZED AGENT OF YOUR AGENTS, EMPLOYEES, REPRESENTATIVES, PERSONS ON YOUR CALL LIST AND OTHER THIRD PARTIES ON YOUR PREMISES, AT THE LOCATION, OR USING THE SYSTEM. YOU AUTHORIZE AND CONSENT TO COMPANY'S EMPLOYEES OR OTHER REPRESENTATIVES CONTINUING TO PARTICIPATE IN ANY MULTI-PARTY COMMUNICATION IF THEY CONFERENCE IN A THIRD PARTY IN CONNECTION WITH THE SERVICES. YOU AGREE THAT COMPANY IS NOT REQUIRED TO RELEASE ANY RECORDED CONVERSATIONS OR COMMUNICATIONS OR PHYSICAL, ELECTRONIC OR OTHER MEDIA, DATA, IMAGES, INFORMATION OR RECORDS THAT ARE CREATED BY OR ON BEHALF OF COMPANY UNLESS REQUIRED BY LAW. 10. CONSENT TO CALL YOU AND YOUR CALL LIST. YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF EACH PERSON DESIGNATED ON YOUR CALL LIST FROM TIME-TO-TIME, CONSENT TO COMPANY AND REPRESENTATIVES AS PART OF OFFERING THE SERVICE (I) CALLING AND/OR TEXTING THE PHONE NUMBERS SUPPLIED BY YOU WHICH MAY BE EACH SUCH PERSON'S HARD-WIRED TELEPHONE NUMBER, CELL PHONE OR OTHER MOBILE DEVICE TELEPHONE NUMBER(S), (II) USING AN AUTOMATIC TELEPHONE DIALING SYSTEM; AND (III) USING PRERECORDED CALLS (UNLESS SUCH PERSON NOTIFIES THE COMPANY THAT HE/SHE OPTS OUT OF THIS CLAUSE III). YOU REPRESENT AND WARRANT THAT YOU HAVE OBTAINED AND WILL MAINTAIN THE EXPRESS WRITTEN CONSENT FROM EACH PERSON ON THE CALL LIST FROM TIME-TO-TIME CONFIRMING THAT YOU ARE EACH SUCH PERSON'S AUTHORIZED AGENT WITH RESPECT TO THE ABOVE. 11. APPLICABLE LAW; VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO SUCH STATE'S CONFLICT OF LAW PRINCIPLES. ANY CLAIM, ACTION OR PROCEEDING THAT ARISES OUT OF OR RELATES OR PERTAINS TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (A "SUIT") SHALL BE BROUGHT ONLY IN THE STATE COURTS OF THE STATE OF NEW JERSEY LOCATED IN UNION COUNTY, NJ, AND YOU AND COMPANY EACH UNCONDITIONALLY AND IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THESE COURTS AND TO THE WAIVER OF ANY RIGHT TO REMOVE THE SUIT TO ANY FEDERAL COURT. 12. SERVICE OF PROCESS. YOU AND COMPANY EACH AUTHORIZE AND CONSENT TO SERVICE OF PROCESS BY U.S. MAIL, CERTIFIED, RETURN RECEIPT REQUESTED, OR NATIONAL OVERNIGHT COURIER SERVICE (WITH CONFIRMATION OF RECEIPT) AT COMPANY AT 2 STAHUBER AVE., UNION, NJ 07083 AND AT YOUR ADDRESS SET FORTH ON THIS AGREEMENT OR ON FILE WITH COMPANY. 13. WAIVER OF TRIAL BY JURY. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AND COMPANY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY. 14. CONTRACTUAL LIMITATION OF ACTIONS. ALL SUITS AGAINST COMPANY OR REPRESENTATIVES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, WITHOUT JUDICIAL EXTENSION OF TIME, OR SUCH SUIT IS BARRED. THE TIME PERIOD IN THIS PARAGRAPH MUST BE STRICTLY COMPLIED WITH.

15. ASSIGNABILITY OF AGREEMENT. THIS AGREEMENT IS NOT ASSIGNABLE BY YOU. THIS AGREEMENT OR ANY PORTION THEREOF IS ASSIGNABLE BY COMPANY AND, UPON ASSIGNMENT, COMPANY SHALL HAVE NO FURTHER DUTY, OBLIGATION, RESPONSIBILITY OR LIABILITY TO YOU. 16. INTEGRATED AGREEMENT. THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND COMPANY. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. YOU AND COMPANY EACH REPRESENT THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THE AGREEMENT. THIS AGREEMENT IS BINDING ON YOUR HEIRS, EXECUTORS AND ADMINISTRATORS. 17. VALID AGREEMENT. SHOULD ANY PROVISION HEREOF (OR PORTION THEREOF), OR ITS APPLICATION TO ANY CIRCUMSTANCES, BE HELD ILLEGAL, INVALID OR UNENFORCEABLE TO ANY EXTENT, SUCH PROVISION OR PART SHALL BE CONSTRUED SO THAT IT WOULD BE VALID, LEGAL AND ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, AND THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THE PROVISION AND THIS AGREEMENT, OR OF SUCH PROVISIONS AS APPLIED TO ANY OTHER CIRCUMSTANCES, SHALL NOT BE AFFECTED THEREBY, AND SHALL REMAIN IN FULL FORCE AND EFFECT AS VALID, BINDING AND CONTINUING. FAXED OR OTHER ELECTRONICALLY GENERATED SIGNATURES ARE BINDING ON THE PARTIES AND SHALL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES AND GIVEN THE SAME LEGAL FORCE AND EFFECT AS AN ORIGINAL WRITTEN AGREEMENT AND ORIGINAL INK SIGNATURES INCLUDING, WITHOUT LIMITATION, LITIGATION AND ARBITRATION. 18. TERMINATION. COMPANY MAY SUSPEND SERVICES OR TERMINATE THIS AGREEMENT AT ANY TIME UPON SENDING WRITTEN OR ELECTRONIC NOTICE TO YOU FIVE (5) DAYS BEFORE THE SUSPENSION OR TERMINATION DATE. 19. INTENDED THIRD PARTY BENEFICIARIES. THE SERVICES MAY BE PROVIDED TO YOU DIRECTLY BY COMPANY OR THROUGH ANY AFFILIATE OF COMPANY, AND/OR BY ANY THIRD PARTY ACTING ON BEHALF OF COMPANY. FOR PURPOSES OF THIS AGREEMENT, AN "AFFILIATE" MEANS ANY ENTITY THAT CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH COMPANY. YOU AGREE THAT THE PROVISIONS OF THIS AGREEMENT INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUCH AFFILIATE OR THIRD PARTY ACTING ON BEHALF OF COMPANY, AND BIND YOU TO SUCH AFFILIATE OR THIRD PARTY WITH THE SAME FORCE AND EFFECT AS THEY BIND YOU TO COMPANY. 20. SUBSCRIBER OBLIGATIONS. IF THE BUSINESS RELATIONSHIP BETWEEN YOU AND DEALER TERMINATES, OR IF YOU SELL OR NO LONGER OCCUPY THE ENTIRE PREMISES, YOU SHALL IMMEDIATELY (I) NOTIFY COMPANY IN WRITING, AND (II) DISABLE THE SYSTEM IN ORDER THAT IT DOES NOT COMMUNICATE WITH COMPANY. 21. AGREEMENT HEADINGS. THE HEADINGS OF THE PARAGRAPHS IN THIS AGREEMENT ARE INCLUDED FOR CONVENIENCE ONLY AND SHALL IN NO WAY AFFECT THE INTERPRETATION OF THIS AGREEMENT. 22. COMPANY AS SUBCONTRACTOR. YOU UNDERSTAND AND AGREE THAT (I) THE RELATIONSHIP BETWEEN COMPANY AND DEALER IS ONE OF INDEPENDENT CONTRACTORS WHERE COMPANY IS A SUBCONTRACTOR OF DEALER AND NOT A PARTNER OR JOINT VENTURER WITH DEALER, AND (II) COMPANY SHALL NOT BE LIABLE TO YOU, DIRECTLY OR INDIRECTLY, FOR

ANY LIABILITY OF DEALER TO YOU. 23. RIGHT TO NOTICE AND CURE. IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY COMPANY, SUBSCRIBER AGREES TO PROVIDE WRITTEN NOTICE TO COMPANY SPECIFICALLY IDENTIFYING THE NATURE OF THE BREACH AND THE PROVISIONS OF THIS AGREEMENT AFFECTED THEREBY, AND TO PERMIT COMPANY TO CURE THE BREACH WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THE WRITTEN NOTICE OR, IF THE BREACH CANNOT BE REASONABLY CURED WITHIN SAID PERIOD, TO PROMPTLY COMMENCE TO CURE AND DILIGENTLY PROCEED UNTIL CURED. IF COMPANY CURES ANY SAID BREACH AS PROVIDED HEREIN, THIS AGREEMENT SHALL CONTINUE UNABATED AND COMPANY SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR FROM, RESULTING FROM, RELATED TO, IN CONNECTION WITH OR AS A CONSEQUENCE OF ANY SAID BREACH. 24. DEALER AS AGENT; REVOCATION; RATIFICATION; RETROACTIVE DATE. YOU HEREBY APPOINT DEALER AS YOUR AGENT TO GIVE DIRECTION TO COMPANY AS IF DONE BY YOU IN YOUR OWN RIGHT CONCERNING ANY AND ALL MATTERS ARISING OUT OF OR FROM, IN CONNECTION WITH OR RELATED TO THE PERFORMANCE OF SERVICES. THE AUTHORITY GRANTED TO DEALER UNDER THIS SECTION SHALL CONTINUE TO BE BINDING UPON YOU UNTIL REVOCATION IN WRITING, SIGNED BY YOU, SHALL HAVE BEEN ACTUALLY RECEIVED BY COMPANY; AND NO SUCH NOTICE SHALL AFFECT ANYTHING DONE BY COMPANY IN RELIANCE HEREON OR PURSUANT HERETO PRIOR TO ACTUAL RECEIPT OF SAID WRITTEN AND SIGNED NOTICE OF REVOCATION. YOU HEREBY RATIFY AND CONFIRM ALL PRIOR AND CONTEMPORANEOUS ACTS OF DEALER IN ACCORDANCE WITH THIS SECTION WHICH YOU ACKNOWLEDGE AND AGREE SHALL BE AND IS DEEMED TO BE RETROACTIVE TO THE INITIAL DATE COMPANY PERFORMED ANY SERVICES FOR YOU OR ON YOUR BEHALF AS A SUBCONTRACTOR OF DEALER. 25. SUBSCRIBER ACKNOWLEDGMENTS. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE AS FOLLOWS: (I) THE SYSTEM, ONCE INSTALLED BY DEALER OR DELIVERED TO YOU (AS APPLICABLE), IS IN YOUR EXCLUSIVE POSSESSION AND CONTROL. COMPANY ONLY PROVIDES THE SERVICE. YOU MUST TEST THE SYSTEM AT LEAST MONTHLY. YOU MUST ALSO TEST THE SYSTEM WHENEVER (A) RENOVATIONS ARE MADE TO YOUR PREMISES, (B) THE ELECTRICAL SERVICE AT YOUR PREMISES IS REPAIRED OR OTHERWISE SERVICED, (C) DEALER SENDS YOU ADDITIONAL OR REPLACEMENT EQUIPMENT FOR YOUR SYSTEM, OR (D) A CHANGE IS MADE BY YOU OR DEALER TO THE SERVICE. (II) IF YOUR SYSTEM COMMUNICATES WITH COMPANY OVER THE INTERNET OR A TELEPHONE LINE, YOU MUST TEST THE SYSTEM WHENEVER CHANGES ARE MADE TO THOSE SERVICES AT YOUR PREMISES. (III) CERTAIN SYSTEMS USE RADIO FREQUENCY WAVES TO COMMUNICATE BETWEEN DEVICES. CERTAIN OBJECTS IN THE PREMISES AND RADIO FREQUENCY WAVES FROM OTHER SOURCES MAY CAUSE INTERFERENCE RESULTING IN MALFUNCTIONS OF THE SYSTEM. (IV) THE SYSTEM IS NOT INFALLIBLE AND THE TRANSMISSION AND RECEIPT OF COMMUNICATIONS FROM THE SYSTEM MAY BE INTERRUPTED OR OTHERWISE COMPROMISED. (V) OUR PERSONNEL ARE NOT QUALIFIED MEDICAL PERSONNEL. (VI) IF YOUR SYSTEM NEEDS TO BE PLUGGED INTO AN ELECTRICAL OUTLET, YOU MUST USE AN OUTLET WITH STANDARD 110 VOLT ELECTRICAL POWER WHICH MUST ALWAYS BE ON. THE OUTLET MUST NOT BE CONTROLLED BY A SWITCH,



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TIMER OR ANY OTHER METHOD. (VII) DEPENDING ON WHICH SYSTEM YOU ARRANGED FOR, THE SYSTEM AND THE SERVICES MAY RELY ON THE AVAILABILITY OF YOUR HOME TELEPHONE SERVICE PROVIDER, CELLULAR NETWORK COVERAGE, AND THE AVAILABILITY OF GLOBAL POSITIONING SYSTEM (“GPS”) LOCATION DATA TO OPERATE PROPERLY. THESE SYSTEMS AND SERVICES ARE PROVIDED BY THIRD PARTIES AND ARE NOT CONTROLLED BY DEALER OR COMPANY. THERE IS ALWAYS A CHANCE THAT THE SYSTEM MAY FAIL TO OPERATE PROPERLY. (VIII) YOU MAY NOT ALTER, MODIFY OR ATTEMPT REPAIRS ON THE SYSTEM, OR MOVE THE SYSTEM TO A NEW ADDRESS, EXCEPT WITH NOTICE TO COMPANY AND PURSUANT TO INSTRUCTIONS FROM DEALER OR COMPANY. YOU MUST IMMEDIATELY NOTIFY COMPANY IN THE EVENT THE CONTACT INFORMATION FOR YOU OR A RESPONDER CHANGES. 26. PRIVACY POLICY. COMPANY MAINTAINS A PRIVACY POLICY THAT IS AVAILABLE ON OUR WEBSITE ([WWW.AFFILIATED.COM/PRIVACY](http://WWW.AFFILIATED.COM/PRIVACY)) WHICH DESCRIBES HOW COMPANY PROTECTS AND HANDLES ANY INFORMATION IT HAS ABOUT YOU THAT MAY IDENTIFY YOU AND THAT MAY RELATE TO YOUR PAST, PRESENT, OR FUTURE PHYSICAL OR MENTAL HEALTH CONDITION AND RELATED HEALTHCARE SERVICES.

## Alula (Alarm System)

### Mobile Application Agreement

This Mobile Application Agreement (this “Agreement”) is between the person or entity agreeing to these terms (“Subscriber”), Subscriber’s alarm service company (“ASC”) and Alula, located at 13110 Southwest Fwy, Sugar Land, TX 77478 (“Alula”). Subscriber acknowledges that it has purchased security and/or home automation product(s) and service(s) connected to Subscriber’s alarm system (the “System”) from an independently owned and operated ASC. Subscriber and ASC have executed an installation agreement which includes Alula’s proprietary product(s) or services (“Products”) which may include, but are not limited to security system control, alarm monitoring signal relay, two-way voice, cellular telemetry, HVAC thermostat control, lighting control, internet portal, video services, and access to certain applications through smartphone technologies. The type(s) of Products Subscriber has chosen shall be detailed within the agreement between the Subscriber and ASC (“ASC Agreement”).

EQUIPMENT, INSTALLATION AND SERVICE: ASC shall provide to Subscriber Alula’s Products under the terms of the ASC Agreement. Subscriber agrees to the terms of the ASC Agreement, together with the additional terms and conditions of this Agreement. The ASC Agreement shall set forth the type(s) of Products and type(s) of Products required from Alula. ASC shall provide Alula with the data and programming in connection with the specific types of Products required and subscribed to by the Subscriber.



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**BROADBAND INTERNET SERVICE REQUIRED:** Subscriber agrees to furnish the System and all other Alula equipment with the proper communication broadband Internet service that is “always on” to enable signals to be transmitted. The System shall consist of 120 volt AC power (uninterrupted) to be supplied by Subscriber. While Alula and ASC recommend that Subscriber obtain an uninterruptible power supply (UPS) to power the internet modem, router, and any other critical device so that alarm transmissions and other Products are not interrupted by a power failure, and maintain a fully functional rechargeable battery(ies) in the alarm system control panel, ASC and Alula shall have no liability to Subscriber in the event that Subscriber does not follow such recommendations. Subscriber acknowledges that: this service involves use of a non-supervised telephone, cable, or satellite facilities; the System utilizes Subscriber’s broadband internet services that are wholly beyond the supervision and control of ASC and/or Alula, and are maintained and serviced by the applicable telephone, cable, satellite provider; in the event Subscriber’s telephone line or cable fails or is cut, or satellite service is interrupted, the System will not communicate alarms to ASC’s and/or Alula relay monitoring facility, and at an additional cost, a cellular radio device may be used in addition to Product to increase the level of monitoring integrity. Subscriber also acknowledges that in some state and local jurisdictions, fire alarm signal monitoring must be performed by UL or FM listed equipment and/or alarm monitoring stations, and that the Product is not listed for this purpose, and should be used only in addition to listed equipment as an auxiliary device, when allowed by law or code, and the ASC and Alula shall have no liability to Subscriber in connection with such use.

**MONITORED ALARM SIGNALS:** Subscriber acknowledges that Alula is a “Common Carrier,” and upon receipt at Alula’s data facility of an alarm signal data from the Subscriber’s premises, Alula shall use commercially reasonable efforts to retransmit the alarm signals promptly through electronic means, pursuant to the programming instruction data within Alula’s website portal. Programming instruction data shall be entered by ASC and the Subscriber and may be amended from time to time by the Subscriber. If Subscriber elects some or all signals to report to an alarm monitoring station, a response to an alarm system will be handled by ASC’s monitoring facility and Alula shall have no liability to Subscriber in connection therewith. In addition, some or all signals may be programmed to be relayed directly to Subscriber and/or Subscriber’s representatives listed in the website portal, as such signals may be emailed or transmitted by text messaging to a cell phone, and/or by electronic voice messaging to a telephone number (“Notifications”). Notifications directly to governmental authorities are prohibited in most jurisdictions, and Alula and ASC shall have no liability to Subscriber for sending such Notifications to governmental authorities in such jurisdictions. Programming of Notifications shall be the sole responsibility of Subscriber, and Subscriber agrees to update the website portal as it deems necessary and to **RELEASE ALULA AND ASC FROM ANY AND ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH SUBSCRIBER’S FAILURE TO PROGRAM OR UPDATE ITS NOTIFICATIONS.**

**LIMITED WARRANTY:** Unless stated otherwise in the ASC Agreement, ASC, at its sole cost and expense, shall repair or replace, in its discretion, any defective Product provided by ASC for one



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(1) year from the date of original purchase, for reasons of failure from normal wear and tear or mechanical malfunction (other than as a result of misuse, intentional damage, acts of God, or alteration or repair by the Subscriber or any third-party); and at all other times, Subscriber agrees to pay ASC for all repairs of the Product and/or equipment replacement, at ASC's then prevailing rate for such services. SUBSCRIBER AND ASC ACKNOWLEDGE AND AGREE THAT ALULA SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO SUBSCRIBER IN CONNECTION WITH THIS SECTION 4.

**TERM:** This Agreement shall continue in effect on a month to month basis, and service under this Agreement may be terminated by ASC or Alula at any time. Termination shall not affect the term of the ASC Agreement or any Master Agreement (as such term is defined below).

**SUBSCRIBER'S RESPONSIBILITY:** Subscriber agrees to pay ASC the charges listed in the ASC Agreement for such services. Subscriber agrees to operate Subscriber's System according to the procedure prescribed by the equipment manufacturer(s), which will help ensure maximum effectiveness of the System. Because Subscriber may not become aware of any defects in the System unless it is periodically tested, Subscriber agrees to test the System weekly, in accordance with applicable instructions. Subscriber agrees to notify ASC promptly in the event Subscriber needs additional instruction on testing or use of the System. In the event any defect in the operation of the System develops, Subscriber agrees to notify ASC of such defective condition as soon as reasonably possible. Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to install and/or operate an alarm system.

Subscriber agrees pay all costs to secure any permit or license that might be required.

**ASC'S AND ALULA'S LIABILITY AND DISCLAIMER OF WARRANTIES:** TO THE FULLEST EXTENT PERMITTED BY LAW, ASC AND ALULA MAKE NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE SYSTEM, EQUIPMENT, OR PRODUCTS, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. ASC AND ALULA DO NOT REPRESENT OR WARRANT THAT THE EQUIPMENT OR PRODUCTS, THE SYSTEM, AND/OR INTERACTIVE SERVICES ("CUSTOMER'S EQUIPMENT") HEREIN DESCRIBED CANNOT OR MAY NOT BE COMPROMISED OR CIRCUMVENTED; THAT CUSTOMER'S EQUIPMENT WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, PHYSICAL INJURY, MEDICAL CONDITION OR ILLNESS, OR OTHERWISE; OR THAT CUSTOMER'S EQUIPMENT WILL IN ALL CASES PROVIDE THE DETECTION OR RESPONSE FOR WHICH IT IS INTENDED. SUBSCRIBER ASSUMES ALL RISK OF LOSS AND/OR DAMAGE TO SUBSCRIBER'S PREMISES AND THE CONTENTS THEREOF, OR INJURY OR DEATH TO ANY PERSON. SUBSCRIBER UNDERSTANDS AND AGREES THAT ASC AND ALULA ARE NOT INSURERS; THAT INSURANCE, IF ANY, SHALL BE THE SOLE RESPONSIBILITY OF SUBSCRIBER; THAT THE PAYMENTS PROVIDED FOR THE SERVICES TO BE PROVIDED HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE SERVICES SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF SUBSCRIBER'S PREMISES OR PROPERTY LOCATED ON SUCH PREMISES.

SUBSCRIBER REPRESENTS THAT SUBSCRIBER HAS NOT RELIED ON ANY STATEMENT, REPRESENTATION, ACTION, OR OTHER CONDUCT BY ASC OR ALULA IN ELECTING TO ENTER INTO THIS AGREEMENT, AND UNDERSTANDS THAT, ABSENT THIS REPRESENTATION, ASC AND ALULA





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WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. SUBSCRIBER AGREES THAT ANY AFFIRMATION OF FACT OR PURPORTED PROMISE MADE BY ASC OR ALULA SHALL NOT BE DEEMED TO CREATE AN EXPRESS OR IMPLIED WARRANTY; THAT SUBSCRIBER IS NOT RELYING ON ASC'S OR ALULA'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE CONTAINED IN THIS AGREEMENT.

BECAUSE IT IS IMPRACTICAL AND DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM ASC'S AND/OR ALULA'S FAILURE TO PERFORM ANY OF THEIR RESPECTIVE OBLIGATIONS HEREIN (INCLUDING, WITHOUT LIMITATION, RELATED TO THE EQUIPMENT, PRODUCTS, MONITORING, OR INTERACTIVE SERVICES), OR THE FAILURE OF CUSTOMER'S EQUIPMENT IN ANY RESPECT WHATSOEVER, OR THE FAILURE OF ANY SYSTEM, SERVICE, PERSON, OR ENTITY TO RESPOND TO A SIGNAL OR TO NOTIFY ANY PERSON OR ORGANIZATION, DUE TO, AMONG OTHER THINGS, (I) THE NATURE OF THE SERVICES TO BE PROVIDED HEREUNDER, (II) THE UNCERTAIN VALUE OF SUBSCRIBER'S PREMISES OR PROPERTY KEPT ON SUCH PREMISES, (III) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY PERSON OR ENTITY RECEIVING A SIGNAL OR MESSAGE, AND (IV) THE DIFFICULTY OF ESTABLISHING A CAUSAL CONNECTION BETWEEN ANY FAILURE AND ANY DAMAGES, IF, NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, ANY LIABILITY IS IMPOSED ON ASC AND/OR ALULA, SUBSCRIBER AGREES THAT ASC'S AND ALULA'S COMBINED LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN PERCENT (10%) OF THE ANNUAL INTERACTIVE SERVICE CHARGE OR FIVE HUNDRED DOLLARS (\$500.00), WHICHEVER IS GREATER. THIS LIABILITY SHALL BE THE EXCLUSIVE REMEDY OF SUBSCRIBER, AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR, TO THE EXTENT PERMITTED BY LAW, FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF ASC AND/OR ALULA, OR THEIR RESPECTIVE AGENTS, ASSIGNS, OR EMPLOYEES. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT, ALL OF THE LIMITATIONS AND DISCLAIMERS HEREIN RELATING TO THE ASC AND ALULA LIABILITIES SHALL SURVIVE SUCH TERMINATION. IF SUBSCRIBER DESIRES THAT ALULA AND ASC ASSUME LIABILITY IN AN AMOUNT GREATER THAN PROVIDED FOR HEREIN, SUBSCRIBER MAY PURCHASE FROM ASC AND ALULA A HIGHER LIMIT BY PAYING A HIGHER SERVICE FEE HERUNDER. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT, SETTING FORTH THE HIGHER LIMIT AND ADDITIONAL COST, BUT THE RIDER SHALL IN NO WAY BE INTERPRETED TO HOLD ASC AND/OR ALULA LIABLE FOR ANY LIABILITY OVER AND ABOVE THE AMOUNT AGREED TO IN THE RIDER. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL ALULA OR ASC BE LIABLE OR RESPONSIBLE TO SUBSCRIBER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGE OF ANY TYPE WHATSOEVER SUFFERED OR CLAIMED BY SUBSCRIBER ARISING OUT OF THE SERVICES HEREUNDER OR THIS AGREEMENT INCLUDING,



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WITHOUT LIMITATION, ANY INCREASED OPERATING EXPENSE, LOSS OF ANTICIPATED REVENUE OR PROFIT, LOSS OF GOODWILL, OR LOSS OF USE OF ANY FACILITY.

**AUTHORIZED PERSONNEL:** Subscriber shall authorize certain persons to have access to programming and alarm records by establishing a unique username and password to the website portal. Maintaining and updating data for such relay of alarm signals to ASC's alarm monitoring facility and electronic Notifications, Subscriber telephone contacts, email addresses, and text services, shall be the sole responsibility of the Subscriber. All Notifications, including updates, shall be provided by Subscriber utilizing the website portal. Subscriber acknowledges that changes made in the website portal do not change any alarm dispatch information contained within ASC's monitoring station, which must be changed or modified independently.

**FALSE REPORTS AND ALARMS:** If any fine, penalty or fee is assessed against ASC and/or Alula by any governmental agency as a result of any false alarm or violation originating from Subscriber's premises, Subscriber agrees to reimburse ASC and/or Alula for payment of the fine, penalty or fee. In addition, in the event a false alarm originates from Subscriber's premises and Subscriber (or any person at Subscriber's premises) intentionally, knowingly or negligently activated the System when no emergency condition existed, or the applicable instructions for operating and maintaining the System were not followed, such action shall be considered a material breach of Agreement by Subscriber, and Subscriber shall indemnify, defend and hold ASC and/or Alula harmless for any claims, losses, costs or expenses incurred by ASC and/or Alula, directly or indirectly, as a result of such false report.

**EVENTS OUTSIDE ASC'S AND/OR ALULA'S REASONABLE CONTROL:** ASC and/or Alula shall not be liable for failure to perform their respective obligations hereunder or for any interruption of service at any time due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption of or unavailability of telephone or internet service, equipment, or Products, acts of God, or any other cause beyond the reasonable control of ASC and/or Alula, including without limitation (i) ASC's or Alula's monitoring facility, connecting wires, radio repeater facilities, Products, or other equipment, malfunctioning, having been damaged or destroyed by fire or other catastrophe or by any other means or (ii) ASC and/or Alula being unable to either secure or retain the connections, licenses or privileges necessary for the transmission of signals between Subscriber's premises and Alula, or Alula and ASC's monitoring facility or between ASC's monitoring facility and any persons or entities listed by Subscriber on Alula's website portal. ASC and/or Alula shall have no liability to Subscriber and will not be required to supply service to Subscriber while any interruption of service due to any such cause shall continue.

**ASC'S AND ALULA'S OBLIGATION:** ASC's and/or Alula's obligations hereunder, following Subscriber's successful installation of the Product and other equipment by ASC to Subscriber's System, relate solely (i) to the alarm signal relay monitoring and other Products of the specified System and (ii) to attempting to retransmit any alarm signal received from Subscriber's System to the persons or entities listed by the Subscriber on the website portal most recently received. ASC and/or Alula are not obligated to maintain, repair, or assure operation of any property or

any devices of Subscriber or of others to which the System may be attached, nor to repair or redecorate any portion of Subscriber's premises upon removal of all or part of the System. Subscriber understands that ASC and/or Alula will not send any personnel to Subscriber's premises in response to any alarm signal received and that ASC and/or Alula do not represent or warrant that anyone contacted through the Notification system by ASC and/or Alula will respond to such contact. SUBSCRIBER RELEASES ASC AND ALULA FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY FAILURE OR DELAY IN THE RELAY OF SUCH SIGNALS OR THE RESPONSE (OR FAILURE TO RESPOND) OF ANY PERSON. Subscriber acknowledges that the persons or entities listed by the Subscriber from time to time on the website portal (including without limitation third-party entities, private patrol, and/or guard services) are not the employees or contractors of ASC or Alula, and neither ASC nor Alula has any control over the policies of any such persons or entities, and neither ASC nor Alula warrants there will be a response or warrants the quality any response by any such person or entity. Subscriber understands and acknowledges that alarm companies and equipment suppliers offer several levels of alarm systems, from which the Products selected to be used in conjunction with the System have been chosen by Subscriber after considering and balancing many factors, including the levels of detection and other equipment afforded by various types of systems and related costs. Neither ASC nor Alula shall have any liability or responsibility to Subscriber in connection with Subscriber's System choices.

INDEMNIFICATION: SUBSCRIBER HEREBY RELEASES AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ALULA, ASC AND THEIR RESPECTIVE EQUITY HOLDERS, AFFILIATES, PARENT COMPANIES, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (AND THEIR RESPECTIVE EQUITY HOLDERS, PARENT COMPANIES, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AND AGENTS) (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, JUDGMENTS, FINES, PENALTIES, LOSSES, DAMAGES, COSTS AND EXPENSES OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES , EXPERT WITNESS FEES AND COURT COSTS RELATING TO THE DESIGN, INSTALLATION OR OPERATION OF THE PRODUCT AND/OR SYSTEM, THE PERFORMANCE OF SIGNAL RELAY MONITORING OF THE SYSTEM AND ANY RISKS, LOSSES, DAMAGES, INJURIES, DEATH OR OTHER EFFECTS OF ANY HAZARD OR EVENT THAT THE SYSTEM IS INTENDED TO DETECT.

TO THE FULLEST EXTENT ALLOWED BY LAW, THIS RELEASE AND DUTY OF INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, CLAIMS RELATING TO OR ARISING OUT OF NEGLIGENCE, BREACH OF CONTRACT, DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OR PROPERTY, ANY THEORY OF STRICT LIABILITY, AND ANY CIVIL OR CRIMINAL FINES OR PENALTIES RELATING TO OR ARISING IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATION. THE FOREGOING INDEMNITY SHALL INCLUDE WITHOUT LIMITATION ALL CLAIMS THAT ARE THE RESULT OF THE NEGLIGENCE OF ANY ONE OR MORE OF THE INDEMNIFIED PARTIES, UNLESS SUCH LOSSES ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ONE OR MORE OF THE INDEMNIFIED PARTIES. SUBSCRIBER HEREBY WAIVES ANY RIGHT TO SUBROGATION, AND

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AGREES NOT TO PARTICIPATE WITH ANY INSURANCE COMPANY OR ANY OTHER THIRD PARTY IN ANY SUBROGATION CLAIM OR SUIT AGAINST ASC OR ALULA.

ATTORNEYS' FEES: In the event it shall become necessary for ASC and/or Alula to institute legal proceedings related to or arising out of any breach of this Agreement or other legal matter, then and in such proceedings, the unsuccessful party shall pay to the successful party reasonable attorneys' fees permitted by law.

ASSIGNABILITY; SUBCONTRACT: This Agreement may not be assigned by Subscriber without first obtaining the prior written consent of ASC and Alula. ASC and/or Alula have the exclusive right to subcontract any portion of this Agreement or to assign their rights and/or obligations hereunder, in whole or in part, including but not limited to, installation, service, maintenance, monitoring or otherwise. Subscriber acknowledges and agrees that any subcontractor hired by ASC and/or Alula shall have the same rights afforded ASC and/or Alula under this Agreement.

PARTIAL INVALIDITY; PERFORMANCE AND VENUE; GOVERNING LAW: If any provision of this Agreement is determined to be invalid or unenforceable, such determination will not affect the enforceability of the remainder of this Agreement. This Agreement is performable in Harris County, Texas, and venue for any matter relating to this Agreement shall be exclusively in Harris County, Texas. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without giving effect to the choice of law provisions of such jurisdiction.

NOTICES: All notices required under this Agreement shall be in writing, signed, dated and sent by certified U.S. Mail, postage prepaid, return receipt requested, to Subscriber, ASC, and/or Alula at each parties' last known address.

COMPLETE AGREEMENT: Any representation, promise, condition, inducement or warranty, express or implied, unless contained in writing in this Agreement, shall not bind any of the parties, and the terms and conditions of this Agreement apply as printed without alterations or qualifications except as specifically agreed to in writing by all parties to this Agreement. Except as provided in the following sentence, it is understood and agreed by the parties that if there is any conflict between this Agreement and any other document, this Agreement will govern, regardless of whether the other document is prior to or subsequent to this Agreement.

LIABILITY OF ALULA: Subscriber acknowledges and agrees that any obligations or responsibilities of ASC that are not also specifically described as obligations or responsibilities of Alula shall not be the responsibility of Alula and Alula shall have no liability or duty to Subscriber regarding those obligations or responsibilities and Subscriber shall look solely to ASC in connection with the enforcement of such obligations or responsibilities.

## TV

- All copyrights and trademarks are property of their rightful owners.

- Using any DVR or recording devices other than the DVR that may be included in your package is considered copyright infringement, which is punishable by law. DC Tech IT, LLC and its partners have the right to take legal action when copyright infringement occurs.
- DC Tech IT, LLC and its partners have the right to cancel any subscription(s) at any time for any reason.
- DC Tech IT, LLC is not responsible for underage viewer usage. This is the responsibility of the parent(s)/guardian(s) and the “contact persons” listed on the account.

## Device Repair

### Authorizations & Releases

- Customers hereby authorize DC Tech IT, LLC to make required diagnoses, repairs, upgrades, or replacements, or to recover, reset, or destroy any data, or login credentials on equipment owned by the customer or the account holder.
- The customer delivering a device for repairs agrees to take full responsibility for the device, even if they are not the owner, and to pay the diagnostic fees, regardless of the outcome. If further work is needed, the responsible customer agrees to pay the hourly rate, fees, and/or taxes specified in the estimate/quote provided.
- Customers understand that DC Tech IT, LLC is NOT responsible for any data loss to the device.
- Customers understand that DC Tech IT, LLC is not responsible for any failure due to hardware wear and tear, application conflicts, faulty applications, virus/malware infections, incompatible third party devices, and/or system/os related bugs and/or any other issues that may arise.
- During the servicing, DC Tech IT, LLC may need certain media or install disk and/or tools to continue the repair/installation process. If the customer does not have the necessary media, DC Tech IT, LLC is not required to make those applications available free of charge, including but not limited to physical media, serial numbers, or product keys. DC Tech IT, LLC is not responsible for any issues created by not having this media or damage this media might cause.

### Return & Pickup of Equipment/Devices

- Customers will be notified and invoiced when repairs are completed.
- Customers must pick up or schedule the return of equipment and make payment by the due date listed on the invoice (default is 30 days), or the equipment will be considered

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abandoned. If additional time is needed, please contact DC Tech IT, LLC as referenced in this document.

- Payments are due immediately upon return/pickup of any device. Checks will not be accepted.
- All Personal Data on abandoned equipment will be irrevocably destroyed to protect the customer's privacy. Abandoned equipment will be recycled, destroyed or sold.

#### Partners

DC Tech IT, LLC is not responsible for any price increases imposed by its partners, as this is beyond our control.

#### **Services provided by [hosting.dctechit.com](https://hosting.dctechit.com)**

This may include email hosting, domain hosting etc.

For the most up-to-date legal agreement, visit: <https://hosting.dctechit.com/support/legal.php>. These terms may be updated from time to time with little or no notice. Please refresh or revisit link for the most up-to-date copy. If linked terms contradict what is written in this document. This document will take precedence over the linked document.

## **Privacy Policy**

### **Customers Liability**

- While DC Tech IT, LLC strives to protect all customer information, unauthorized access due to customers' failure to protect logins and other information is beyond our control.
- All customers are responsible for protecting the privacy of usernames, passwords, personal identifiable information (PII), Electronic Protected Health Information (ePHI) and any other information entered into our website. Unauthorized use and/or unauthorized successful logins must be immediately reported to [Support@DCTechIT.com](mailto:Support@DCTechIT.com) or by using the contact information referenced in this document.
- DC Tech IT, LLC is not liable for any personal data on any computer or server located outside of facilities operated by DC Tech IT, LLC.

### **Special Categories of personal data**



## Legal Terms

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- The special categories of personal data are personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation collected as video footage or any other information.
  - We do not deliberately collect any special categories of personal data from you.
  - We would prefer that you do not send it to us or make it known to us.
  - Should you choose to do so, we may delete the entire communication and ask you to send it again absent of the special categories or personal data. If for some reason we are not able to do so, we do not store it in any structured way and process it only:
    - a. where we have your explicit consent
    - b. for employment purposes, including for job applications;
    - c. where the processing relates to personal data which you made public;
    - d. processing is necessary for the establishment, exercise, or defense of legal claims or whenever courts are acting in their judicial capacity.

## Protection of private information

- DC Tech IT, LLC takes privacy, security, and protection of your data very seriously and treats your data with confidentiality. We will never **sell your personal information**.
- Personal and sensitive information is encrypted and contained behind secured networks and is only accessible by a limited number of personnel who have special access rights and are required to keep the information confidential and make sure the customers' data is secure.
- We shall continue our dedication to safeguarding your privacy. If the customer were to have questions, contact us.

## What data we collect/may obtain

### What is needed for enrollment/your account

- When you enroll as a customer or subscribers we may collect personal information such as: your full name, password, user profile information, home and/or business address for mailing and physical address, mobile, work, home phone number(s),
- personal/work email address, plan selection or other purchase details, emergency contact information, social security numbers, assets, income information, date of birth, health information, security questions and your pin for accessing your account and



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contact persons (A.K.A. Other individuals on your account) as well as their personal information as described in this paragraph and document.

- We may also ask for credit history information, employment status, and history and other credit report information and information to process payments.
- An account number will be automatically associated with your account.
- We may also obtain information about you from publicly available sources, such as websites where you have made the information public, companies, houses, background check agencies, our business partners, and business directories and tax authorities.

### **Information we may collect from our website (which may include cookie data)**

Upon using our website, we automatically collect IP address, browser type, device type, model, ID, website interaction ID, pages you visit on DC Tech IT, LLC or its partners website.

### **How we collect this data**

We may obtain this information from any DC Tech IT, LLC or its partners forms, via written or oral communication. (email, phone, website, forms, etc...)

### **How we handle this data**

- Some payments are captured, authorized and stored at DC Tech IT, LLC. In addition, all payments are captured, authorized and often stored by our PCI-compliance payment gateway partners which handles all transactions and refunds.
- When using DC Tech IT, LLC forms on its website/printed, your data is stored for purposes in handling your form. If additional information is required, the customer gives DC Tech IT, LLC permission to contact you regarding the form you filled out.
- All calls and other ways of contacting DC Tech IT, LLC, are screened unless positive identification has been established. DC Tech IT, LLC may receive this information from you in the form of oral, written, or electronic communication.
- DC Tech IT, LLC may disclose account information when you are signing up and using certain products or services, this also may include financial products and services you sign up for, not limited to, our branded credit card.

### **How we use your personal data**

- We process your personal data for the following purposes, where we have a legal basis to do so:
  - a. to provide our services to you;





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- b. receive payment for our services;
- c. pay others for services they supplied to you;
- d. improve our services; and
- e. assist others deliver their services to you.
  - We believe we have the legitimate interest to process your personal data to:
    - a. improve our services;
    - b. process data of which you are the controller at your request using the Application;
    - c. record-keeping for the proper and necessary administration of our business;
    - d. responding to unsolicited communications from you to which we believe you would expect a response;
    - e. insuring against or obtaining professional advice that is required to manage legal, business and/or organisational risk;
    - f. protecting your interests where we believe we have a duty to do so;
    - g. meet our legal and statutory obligations to you and others;
    - h. prevent, detect and investigate fraud, corruption and misconduct by you and/or others;
    - i. conduct and operate our business in the digital age in an online environment;
    - j. understand the needs, requirements and preferences of potential customers, and those that use our services;
    - k. conduct marketing activities, including sending email correspondence;
    - l. comply with health and safety obligations and monitor our performance against equal opportunities legislation; and
    - m. ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
    - n. Data Sharing

## How we store customers data

Customer data is stored via DC Tech Servers, partners servers and records, off-site backups and hard copy.

Customer data may be stored forever or not deleted, if a customer has not had any billing activity on their account their account will become inactive as described in the billing section of this document. We only disclose your personal data within our group, with service providers that process data on our behalf and with public authorities, as required by applicable law. If we disclose your personal data, we require its recipients to comply with adequate privacy and confidentiality requirements, and security standards.

## Data Sharing

- We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed.
- We limit access to your personal information to those employees, agents, contractors and other third parties who need to know. They will only process your personal information on our instructions. They are subject to a duty of confidentiality.
- We may have cause to share your personal information with our service providers, such as:
  - a. telecommunications providers, including telephone, instant messaging, post and couriers;
  - b. accountants;
  - c. computer systems service providers, including IT security personnel;
  - d. solicitors;
  - e. regulatory authorities, such as the Information Commissioner and taxation authorities.

## Securing and Retention of your data

- We store all information that you provide to us on secure servers.
- We train employees regarding our data privacy policies and procedures, and permit authorized employees and staff to access information on a need to know basis, as required for their role. We use firewalls designed to protect against intruders, test for network vulnerabilities and use encryption for data at rest and data in transmission. However, no method of transmission over the internet or method of electronic storage is completely secure.
- Where you have a password which enables you to use our services, you are responsible for keeping this password complex, secure, and confidential.
- We will only retain your personal information for as long as necessary to fulfil the purposes for which it was collected, including for the purposes of satisfying any legal, accounting, or reporting requirements.
- By law we have to keep basic information about our customers (including your contact, identity, financial and transaction data) for ten years after they cease being customers for tax purposes.

## **Our Partners & DC Tech IT, LLC**

- DC Tech IT, LLC is not allowed to disclose the name of its partners.
- DC Tech IT, LLC does not disclose any information to its partners that is not required for the partners to provide service or products.
- DC Tech IT, LLC does not disclose account information when required by our partners to provide service.
- Per our partnership agreements we are unable to disclose any of their company information.
- Although DC Tech IT, LLC and its partners take extensive security measures for the protection of personal information, they cannot guarantee complete protection. You provide all personal information at your own risk.
- DC Tech IT, LLC and all partners are all subject to any and all regulatory authority including but not limited to federal, state, provincial, territorial, canton, parish, local, or any other governmental, judicial, administrative, or regulatory authority exercising proper jurisdiction over a Party or its Personnel.
- DC Tech IT, LLC or its partners are not responsible for any malicious activity on our equipment, which may include hacking.
- IN NO EVENT SHALL DC Tech IT, LLC, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

## **Law Enforcement, Court systems and other governmental agencies.**

Information may be disclosed as needed by/or law, our business purposes, and to answer your questions and concerns about your account or inquired products and services or as needed to provide services to you..

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## California Privacy Rights Act (CPRA)

California Civil Code Section 1798 gives California residents the right to request to see what Personal Information we maintain about you and to request that the Personal Information be deleted. If you choose to delete your Personal Information, it may not be possible to continue to utilize our devices or Services. To make such a request, please contact us as referenced in this document.

## Website

Protecting your data is a top priority for us at <https://dctechbuilder.com> and related projects and services. We collect personal information such as name, address, email, and phone number in compliance with GDPR and US data protection laws. This information helps us provide and improve our services, manage accounts, and comply with legal requirements.

We ensure your data's security through technical and organizational measures, though absolute protection during internet transmission cannot be guaranteed. You have rights to access, correct, and erase your data, as detailed in our data protection declaration.

Our data controller under GDPR is JETIMPEX, INC. based in Fort Lauderdale, FL. We collect information from vendors, users, clients, and partners to deliver services, verify identities, and prevent fraud. We may share data with third parties for operational purposes and as required by law.

Personal information is stored only as long as necessary for service provision and legal obligations. We employ measures like SSL encryption and secure servers to protect your information. Users must safeguard their login details and understand that public areas of our sites may expose their information.

You can manage your information, opt-out of marketing communications, and exercise your privacy rights by contacting us. Changes to our Privacy Policy will be communicated, and the English version of this policy governs its interpretation.

For any questions or concerns about your privacy rights or this policy, please contact us via email.

## Phone

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Local: 276-600-Tech

Toll Free: 844-601-Tech

Fax: 276-601-7610

Support@DCTechIT.com

Billing@DCTechIT.com

37 Sunnyvale Road, APT. B, Hillsville, VA 24343

www.DCTechIT.com

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**Disclosure and Use.** All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

**Exceptions.** Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

**Remedies.** Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

**Monitoring.** DC Tech IT, LLC shall have no obligation to monitor postings or transmissions made in connection with the Services, however, Customer acknowledges and agrees that DC Tech IT, LLC and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement, and as otherwise required by law or government request. DC Tech IT, LLC reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in DC Tech IT, LLC's sole discretion, is unacceptable, undesirable or in violation of this Agreement.

### CUSTOMER PRIVACY POLICIES

In addition to the provisions of Article 9, the privacy policy below applies to DC Tech IT, LLC's handling of Customer confidential information. In the event of a conflict between the provisions of Article 9 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of DC Tech IT, LLC's privacy policy is available at [url] (or any successor URL).

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Privacy Note Regarding Information Provided to Third Parties: DC Tech IT, LLC is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

## Cookies

- DC Tech IT, LLC uses cookies and similar technologies that allow DC Tech IT, LLC to provide a more personalized experience when browsing our website. If you would prefer to opt out of cookies, please do not use our website, services and/or products.
- Please note, the deactivation of cookies in your browser may impair the functionality of this website and cause some features not to work.

<https://dctechbuilder.com> and all website of our partners are using cookies to analyze user behavior, gather demographic info about our user base in general. A cookie is a small file that's placed on your device when you visit any website. Using the browser settings of your device you can use the use of cookies, in case you disable those you can limit certain features on our websites. We're using functional and analytical cookies, for further information on use of cookies, click here <https://allaboutcookies.org/>

Another technology we're using is web beacons. It's required to track your use of our website on occasion like email promotions or newsletter use. The data we collect via web beacons allows us to track the number of users who open our newsletters. Also, web beacons help us to understand the behavior of our customer, members, and visitors.

### Google Analytics

<https://dctechbuilder.com> websites are using Google Analytics, a web analytics service designed by Google, Inc. ("Google"). Google Analytics software uses cookies to analyze users' behavior. All data (i.e. your activity within <https://dctechbuilder.com> websites) is gathered by cookies and stored on Google servers in the United States. Google in its turn uses this data to evaluate user behavior in general, compile reports for site managers as well as providing data to services relating to website activity and internet usage. Google may transfer various data to Third Parties where required to do so by law, or where such Third Parties process the information on Google's behalf. In no way, Google will associate your IP address with any other data held by



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Google. In case you don't want to provide Google with the browsing data you can block the use of cookies via your browser settings. More information on Google analytics opt-out: <https://www.google.com/intl/en/policies/privacy/>, and <http://www.google.com/analytics/terms/us.htm>.

Google Analytics is explained under the following link <https://www.google.com/analytics/>.

### Public information and Third Party websites (IF APPLIES)

In addition to various endorsements, we're displaying testimonials on our website. These are published only after receiving your consent, we post your testimonials specifying your name. If you want to delete or modify your existing testimonials feel free to contact us via email.

## Collection of information

- Name
- Email
- Phone
- Physical Address
- Mailing Address
- Service Address
- Date of Birth
- Social Security Number
- Credit Card
- Passwords
- Bank Statements
- Contact Persons:
  - Social Security Number
  - Name
  - Email
  - Date of Birth
- Account number
- Account Pin
- Security Pin
- Monitoring Center & Monitoring Hardware
  - Alarm History
- How you heard about us
- Death Certificates (when transferring account ownership)
- Losing carrier Invoices/statement/bill
- Insurance Cards



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- Alarm System
  - Settings
  - Plans
- Access Control Lock Records & Codes
- Call Recordings
- Medical History
- House Key Location

### HIPPA:

- Gender
- Height
- Weight
- Eye Color
- Hair Color
- Ethnicity
- Contact List
- Preferred Hospital
- Entry Information

### Device Information/System:

- Device
  - ID
  - Type
  - Firmware
  - Brand
  - model
- System Type
- System Description
- Status
- Reboot/system status
- Location
- Event History
- Device Fall Detection Settings

### House Information:

- Lock box Location
- Pets
- Hidden Key
- Entry Info
- EMX/Dispatch location & Contact information
- Timezone



## Special Service Information

For all services, provided by hosting.dctechit.com, please visit <https://hosting.dctechit.com/support/privacy.php> for the privacy policy. Note: that terms in this document still apply if the linked terms contradict what is written. Also, privacy policy may be updated with little to no notice. A currently copy can be found at the same link or by refreshing the page.

## Return Policy

- DC Tech IT, LLC will have no part of any Third Party Services or equipment used and purchased in conjunction with our services. These third party services are subject to their refund and cancellation policies. No refunds will be given for the third-party services/equipment. We recommend you read them prior to completing the purchase, as we don't guarantee refunds for third party services. (i.e domains)
- We are not responsible for contract issues with the carrier and will provide no such refund in the event this would happen.
- We are not responsible for intermittent cellular connection or for signal drops out completely. Issues will be sent to the appropriate carrier, but still may not be able to resolved due to customer's device's physical location and DC Tech IT, LLC will not provide refunds for cellular disruptions.
- We provide a discounted rate for our annual subscription compared to the monthly plan, benefiting both you and DC Tech IT, LLC. Please note that if you cancel your subscription before the end of the term, you will not receive monetary reimbursements or account credits (credit notes) for the remaining period, as the services have already been paid for.

## General

- No returns will be accepted without a receipt or it must be listed on the customer's account:, invoice, or sales order.
- Customer is responsible for all return shipping costs. Most new, unused merchandise can be refunded with receipt within 30 days of the original purchase date.
- A restocking fee may apply to any returns regardless of reason.
- Returns with valid receipt or invoice will be refunded back to the original payment method, unless otherwise listed below.



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- Purchases made with a check will be refunded as an account credit.
- Purchases made with a DC Tech IT, LLC gift card will be refunded as an account credit.
- No refunds will be provided if you have an outstanding balance on your account and the credit will be applied to any outstanding balance.
- Purchases made with a debit or credit card may take up to 15 days to be refunded to your financial institution or credit card provider.
- Customer is responsible for all return shipping costs. Most new, unused merchandise can be refunded with receipt within 30 days of the original purchase date. A restocking fee may apply to any returns regardless of reason.
- Special order and/or configured products returned after purchase are subject to a 20% restocking fee. The products must be returned to the store where the product was purchased. Restocking fees may be taxed.
- Partners have the right at their sole discretion to change any aspect of the equipment and services they offer. If their equipment or services change, DC Tech IT, LLC, is not liable for any financial charges resulting from their changes.

## Restocking Fees:

Special order and/or configured products returned after purchase are subject to a 20% restocking fee.

The products must be returned to the store where the product was purchased.

## Non-Returnable Items:

- Labor & Installation & Setup Charge(s)
- Shipping charges
- Restocking Fee
- Custom Development charges

## Website Building & Hosting Specific Return Policy

If DC Tech IT, LLC has bought a domain name for the customer as part of the website subscription plan and the customer claims a refund, DC Tech IT, LLC reserves the right to deduct the domain price from the refund amount. You may also request to keep a domain name that DC Tech IT, LLC has bought for you. Please state your intention to keep such a domain name



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while asking for a refund, to prevent DC Tech IT, LLC canceling the domain. The customer is then responsible for registering the domain with another domain provider.

If the customer has failed to comply with the terms and conditions, a refund may not be apply. Customers may obtain a return for website services if requested within 10 days of receipt.