

RESOLUTION NO. 2019- 2593

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH RING, LLC RELATING TO THE NEIGHBORS BY RING APPLICATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) Police Department (“Department”) strives to maximize efficiency in preventing criminal activity and provide the highest level of service to the community; and

**WHEREAS**, Ring, LLC runs an application known as the “Neighbors App,” which is a digital neighborhood watch that the public may access free of charge by downloading the app via the Apple Store (for iOS users) or Google Play (for Android users) and which allows users to share and comment on real time crime and safety events in their neighborhood; and

**WHEREAS**, the Department wishes to partner with Ring, LLC and enter into a Memorandum of Understanding, in substantially the form provided in Exhibit “A,” (the “MOU”) with Ring, LLC to access the Neighbors Portal on the Neighbors App; and

**WHEREAS**, designated Department personnel will be able to utilize the critical crime and safety events that are posted in the Neighbors App by Ring users to assist in law enforcement operations and investigations and post information relating to critical incidents and other incidents to keep Ring users informed regarding issues in their neighborhoods; and

**WHEREAS**, the Town Commission wishes to authorize the Town’s Chief of Police to execute the MOU on behalf of the Town; and

**WHEREAS**, the Town finds that this Resolution is in the best interest of the Town’s residents and visitors.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1.    Recitals.** That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

**Section 2.    Approval.** The Town Commission hereby approves the MOU with Ring, LLC in substantially the form attached hereto as Exhibit “A.” The Town Commission authorizes the Town’s Chief of Police to execute the MOU on behalf of the Town, together with such changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

**Section 3.    Implementation.** The Town Manager and the Chief of Police are authorized to take all action necessary to implement the purposes of this Resolution.

**Section 4.    Effective Date.** This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 11<sup>th</sup> day of June, 2019.


Motion by Commissioner KaruKin.

Second by Commissioner Paul.


**FINAL VOTE ON ADOPTION**

Commissioner Barry Cohen  
Commissioner Michael KaruKin  
Commissioner Tina Paul  
Vice Mayor Daniel Gielchinsky  
Mayor Daniel Dietch

yes  
yes  
yes  
yes  
yes

  
\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sandra Novoa, MMC  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney



**Neighbors by Ring**  
Memorandum of Understanding

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Ring LLC (“Ring”) and Surfside Police Department (“Agency”), (collectively the “parties”) and will provide Agency access to the Neighbors Portal to communicate with users of the Neighbors app (“Ring Neighbors”) and encourage community engagement as we work together to make Surfside’s (“Town”) neighborhoods safer.

- Neighbors by Ring app (“Neighbors App”) is a digital neighborhood watch that both law enforcement and the public may access free of charge by downloading the Neighbors App (iOS and Android).
- The Neighbors App allows users to share and comment on real time crime and safety events in their neighborhood.
- As part of the program, Agency may:
  - Utilize the critical crime and safety events that are posted in the Neighbors App by Ring Neighbors to assist in law enforcement operations and investigations; and
  - Post information relating to critical incidents and other incidents in the app to keep Ring Neighbors informed regarding issues in their neighborhoods.

With an understanding that a robust, active and engaged user community is essential to the immediate, sustained and ongoing success of the program, the parties agree to the following responsibilities:

**Ring**

- Make the Neighbors App available to Town residents free of charge.
- Make the Neighbors Portal available to Agency free of charge, including ongoing support and training for Agency employees.

**Agency**

- Maintain appropriate access controls for Agency personnel to use the Neighbors Portal.

**Press Release**

The parties shall agree to a joint press release to be mutually approved by the parties. Neither party may use the other party’s name, logo, or likeness in any advertising or press release without prior written approval of the other party. Notwithstanding the foregoing, Ring shall be permitted to provide in-app alerts to Ring Neighbors announcing Agency’s participation in the Neighbors App.

**Term**

Agency’s participation in the program shall commence upon Agency’s acceptance of these program terms. Either party may terminate Agency’s participation in the program at any time by providing 30 days’ written notice to the other party; provided that in the case of material breach of this Agreement by the Agency, Ring shall only be required to provide three days’ written notice to Agency.

**Privacy and Terms of Use**

Ring will not provide any customer personal information, including video footage, to Agency without the prior

consent of the owner or properly issued legal process that complies with federal and state law, as applicable. Agency agrees to use the Neighbors Portal only as expressly authorized by Ring and only in connection with bona fide Agency work. Ring's terms of service and privacy notice, as posted on Ring.com, shall apply to all uses of the Neighbors App and, as applicable, the Neighbors Portal.

**Compensation**

At no point shall either party receive compensation from each other as a result of this program.

**Confidentiality**

Unless otherwise required by law, the Parties shall not disclose the terms of this program or any information that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

RING LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Agency

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**Verification Code\*** \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

\*A four digit verification code was mailed to the primary point of contact at this agency to the address listed in public records. Please provide that code prior to submitting the MOU for processing.



Last updated on May 13, 2019

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE DISPUTE RESOLUTION SECTION.

## Ring Terms of Service

This website is owned and operated by Ring LLC and its subsidiaries and affiliates (collectively “Ring,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your legal rights to use or access our services, software, mobile application, and our websites (the “Services”) and Ring hardware products or devices (“Products”). These Terms also govern your legal rights with respect to Third Party Services (defined below). Please read these Terms carefully before purchasing or using the Products or Services or purchasing or using Third Party Services. By using or accessing our Products or Services or purchasing or using Third Party Services, you signify your acknowledgement and assent to the terms and conditions of use set forth below. These Terms (together with other user agreements, where applicable) constitute a binding legal agreement between you and Ring (this “Agreement”). Please read these Terms closely because they contain important information about automatic renewal , a class action waiver , and an arbitration provision, requiring you to arbitrate any claims you may have against Ring on an individual basis. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

\*If you do not agree with these Terms, please do not purchase or use our Products or Services or Third Party Services.\*

### GENERAL

This Agreement represents the entire understanding relating to your purchase or use of the Products and Services or Third Party Services and prevails over any prior or contemporaneous, conflicting or additional communications between you and Ring. All rights not expressly granted herein are reserved by Ring.

Specific areas or pages of our websites may include additional or different terms relating to the purchase or use of our Products and Services or Third Party Services. In the event of a conflict between such specific terms and these Terms, the specific terms shall control.

The term “you,” as used in these Terms, includes any person or entity who is the owner of the Product and creates an account associated with the Product (“Owner”), as well as any person or entity authorized to access or use the Owner’s Products and Services (“Authorized Users”). Authorized Users are responsible for their own actions in connection with the Products and Services, but Owner hereby agrees to be fully responsible for all actions taken by Authorized Users relating to the Owner’s Products, Services and account. As a result,

you are an Owner, you should authorize only those individuals that you trust to access your account, Products, and Services.

You represent and warrant that you are of legal age in your jurisdiction to form a binding contract (or if not, that you are over the age of 13 and you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf).

If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

## CHANGES TO THIS AGREEMENT AND SERVICES

Except as set forth in the Dispute Resolution section, Ring is free to revise these Terms or any other part of this Agreement at any time by updating this page. If we make changes to these Terms that we consider material, we will make reasonable efforts to notify you by placing a notice on the ring.com website, notifying you through the Services, by sending you an email, and/or by some other means. By continuing to use our Services after such changes, you are expressing your acknowledgement and acceptance of the changes. Please check these Terms periodically for updates.

We're always trying to improve the Products and Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Products or Services. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason, in our sole discretion, and without notice.

We are also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. We have the sole right to decide whether you are in violation of any of the restrictions set forth in this Agreement.

## ACCESS AND USE; GUIDELINES FOR INSTALLATION AND USE

All right, title and interest in the Services and our content provided through the Products and Services (including without limitation information, documents, logos, graphics, designs and images) are owned by Ring, its licensors, or designated third parties. Subject to these Terms, Ring grants you a limited, non-transferable, non-exclusive right to access and use the Services for the sole purpose of monitoring and controlling the Products installed on your property and solely for your personal, non-commercial use.

Privacy and other laws applicable in your jurisdiction may impose certain responsibilities on you and your use of the Products and Services. You agree that it is your responsibility, and not the responsibility of Ring, to ensure that you comply with any applicable laws when you use the Products and Services, including but not limited to:

(1) any laws or regulations relating to the recording or sharing of video or audio content, and/or (2) any laws or regulations requiring that notice be given to or that consent be obtained from third parties with respect to your use of the Products or Services.

In addition, you agree (a) that installation of any Product which takes visual and/or audio recordings will be installed at such an angle that it does not take any recordings beyond the boundary of your property (including public pavements or roads); (b) to prominently display appropriate signage advising others that audio/visual recording is taking place; and (c) if you use your property as a workplace, to comply with laws governing the monitoring of employees.

If your use of the Services or any Products is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services or any Products in a way that breaks the law.

You may be required to sign up for an account, and select a password and user name ("User ID"). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your User ID a name that you don't have the right to use, or another person's name with the intent to impersonate that person. Also, you will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

You represent, warrant, and agree that you will not capture or contribute any Content (as defined below) or otherwise use the Services or Products or interact with the Services or Products in a manner that:

1. Infringes or violates the intellectual property rights or any other rights of anyone else (including us);
2. Violates any law, ordinance, or regulation, including privacy and other laws referenced above and any applicable export control laws;
3. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
4. Jeopardizes the security of your Ring account or anyone else's (such as allowing someone else to log in to the Services as you);
5. Attempts, in any manner, to obtain the password, account, or other security information from any other user;
6. Violates the security of any computer network, or cracks any passwords or security encryption codes;
7. Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
8. "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
9. Copies or stores any significant portion of the Content; or
10. Violates the Ring Neighbors Community guidelines, which are hereby incorporated by reference.

A violation of any of the foregoing is grounds for termination of your right to use or access the Products and Services.

## TRADEMARKS AND COPYRIGHTS

Nothing on or in the Products or Services shall be construed as conferring any license under any intellectual property right, including any right in the nature of trademark or copyright, of Ring or any third party, whether by estoppel, implication or otherwise. All trademarks and trade names are the property of their respective owners.

Except as otherwise noted, Ring is the owner of all trademarks and service marks on or in the Products and Services, whether registered or not, including, without limitation, Ring, Ring Protect and Ring Neighbors. Ring expressly forbids the unauthorized use of its logos, trademarks or other graphics to create links. All registered trademarks are registered in the United States of America (and/or other applicable jurisdictions).

What if I see something on the Services that infringes my copyright?

You may have heard of the Digital Millennium Copyright Act (the "DMCA"), as it relates to online service providers, like Ring, being asked to remove material that allegedly violates someone's copyright. We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers. To review our complete Copyright Dispute Policy and learn how to report potentially infringing content, click [here](#). To learn more about the DMCA, click [here](#).

## SHARED CONTENT

You may have the ability to publicly post or upload materials (including, without limitation, video, images, audio, commentary) (the "Content"), including, without limitation, Content captured through or in connection with your use of the Products and Services.

You are solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Products or Services (including Content you share through the Ring Neighbors feature or application) (collectively, "Shared Content"). You represent and warrant that:

(a) you own the intellectual property rights in Shared Content posted by you or otherwise have the right to post the Content and grant the license set forth below, and (b) the posting and use of your Shared Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person.

You hereby grant Ring and its licensees an unlimited, irrevocable, fully paid and royalty-free, perpetual, worldwide right to re-use, distribute, store, delete, translate, copy, modify, display, sell, create derivative works from and otherwise exploit such Shared Content for any purpose and in any media formats in any media channels without compensation to you. You shall not use, reproduce, modify, upload, publish, transmit, distribute, display, or otherwise exploit for any purposes whatsoever any Content: (i) not owned by you without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right. Ring reserves the right, but shall not be obligated, to remove any Content from the Services at any time in its sole and absolute discretion. If you see Content that you believe violates our Terms, please flag it in our mobile application or report it to us by emailing [abuse@ring.com](mailto:abuse@ring.com).

## RING PROTECT RECORDINGS AND NEIGHBORS RECORDINGS

When you purchase our Products, you have the option of subscribing to a Ring Protect Subscription Plan ("Ring Protect Plan"). If you choose to subscribe to a Ring Protect Plan, it will automatically send to us for



storage any video footage and/or audio recording captured by the Products installed on your property (“Ring Protect Recordings”), and allows you to later access your Ring Protect Recordings from your computers or compatible devices for a limited period of time after such Ring Protect Recording was created so long as you are enrolled in a Ring Protect Plan. Ring Protect Recordings that are deleted by you or your Authorized Users or that are deleted at the end of the storage period or due to the expiration of your Ring Protect Plan are no longer available to you.

If you are not subscribed to a Ring Protect Plan, your Ring device will automatically record for the limited purpose of allowing you to publicly share any video footage and/or audio recording captured by the Products installed on your property with other users through the Ring Neighbors feature or application during an answered motion or ring (a “Neighbors Recording”). If you do not subscribe to a Ring Protect Plan and do not choose to share such Neighbors Recording through the Ring Neighbors feature or application at the time captured, such Neighbors Recording is deleted and is no longer available to you.

Deleted Ring Protect Recordings and unshared Neighbors Recordings are permanently deleted in the ordinary course.

## FREE TRIAL AND SUBSCRIPTIONS

You may enjoy our Ring Protect Plan in the following ways:

**Free Trial.** When you first set up your Product, you will be automatically enrolled in a free thirty (30) day trial of the Ring Protect Plan. If you do not enter into a paid subscription for a Ring Protect Plan before the end of your trial period, your Ring Protect Recordings will be deleted.

**Paid Subscriptions.** When you first set up your Product through the Services, or at any time after you begin using your Product, you may enjoy our Ring Protect Plan by enrolling in our monthly or annual subscription plan, which will continue until you cancel your subscription. These subscription plans entitle you to access our Ring Protect Plan for each payment period until such subscription is cancelled. Your paid subscription will automatically commence on the first day following the end of your trial period, on a monthly or annual basis depending on your election when you first set up your Product. By submitting your payment details in conjunction with the trial, you agree to this charge. To avoid this charge, you must cancel your Ring Protect Plan by either contacting us before the end of your trial period or discontinuing the Ring Protect Plan via the Ring website.

Subscription fees are billed or charged on the first day of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Ring reserves the right to cancel your Ring Protect Plan subscription and to collect any rejection or insufficient funds fee and to process any such payment by the payment method you have submitted to us.

**Auto-Renewal for Paid Subscriptions.** Unless you opt out of auto-renewal, which can be done through your account settings by removing your payment information or by contacting us, any paid Services (for example, your Ring Protect Plan) you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or discontinue your paid Services at any time, go to account settings or contact us. If you termi

a paid Service, you may use your subscription until the end of your then-current term and your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period, except as set forth in the Refund Policy below. Your non-termination or continued use of a paid Service reaffirms that we are authorized to charge your payment method for that paid Service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, or as otherwise described when you initially selected to use the paid Service.

## RECORDINGS, SHARED CONTENT, AND PERMISSION FROM YOU

Ring does not claim ownership of your intellectual property rights in Ring Protect Recordings, Shared Content or Neighbors Recordings (collectively, the "User Recordings"). You own your User Recordings.

However, by purchasing or using our Products and Services, you give Ring the right, without any compensation or obligation to you, to access and use your User Recordings for the limited purposes of providing Services to you, protecting you, improving our Products and Services, developing new Products and Services, and as otherwise set forth in our [Privacy Notice](#).

Additionally, by electing to publicly share your Shared Content (which includes your shared Neighbors Recordings), in addition to the license granted above, you give Ring the right, without any compensation or obligation to you, to access and use your Shared Content and related location information for the purposes of publicly sharing such recordings and information with current and future users and allowing those users to comment on the Shared Content. You also expressly consent and agree that Ring may share your Shared Content and related location information with any law enforcement agency that requests access to such Shared Content and related location information.

In addition to the rights granted above, you also acknowledge and agree that Ring may access, use, preserve and/or disclose your User Recordings and Shared Content to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if we have a good faith belief that such access, use, preservation or disclosure is reasonably necessary to:

(a) comply with applicable law, regulation, legal process or reasonable governmental request; (b) enforce these Terms, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Ring, its users, a third party, or the public as required or permitted by law.

Deleted Content and User Recordings may be stored by Ring in order to comply with certain legal obligations and are not retrievable without a valid court order.

## CANCELLATIONS, REFUNDS, AND PAYMENTS

### Cancellation of Subscription Services

You may cancel your Ring Protect Plan by contacting us or through your Ring account, at any time, with or without cause. After your cancellation, you will continue to enjoy access to the Ring Protect Plan and your Ring Protect Recordings until the last day of your subscription period. After such subscription period ends, your Ring Protect Recordings will no longer be accessible to you.

### Refund Policy

**Product Refund.** If, for any reason, you decide to return Product that you purchased from us for a refund, you must notify us and return the Product to us within thirty (30) days from the date the Product was delivered.\* Unless the Product is faulty or not as described, you will be responsible for all costs associated with returning the Product to us (including uninstallation and the cost of shipping the Product back to us). We will refund the price you paid for the Product (minus any credits applied or partial refunds issued) excluding original shipping charges.

**Prorated Subscription Refund.** If you cancel your annual Ring Protect Plan subscription at any time within the first ten (10) months of your subscription period, you will be charged the monthly subscription fee (i.e., fee for the monthly subscription plan) for each month of your annual subscription period prior to your cancellation, and you will be eligible for a refund of the remainder of your annual subscription fee (minus any credits applied or partial refunds issued). We will not issue a refund for any unused portion of your monthly subscription after the first ten (10) months of your subscription.

### Order Limits / End-User Customers Only

Ring reserves the right, in its sole discretion, to refuse or cancel any order and limit order quantity. Ring may also require additional qualifying information prior to accepting or processing any order. Ring.com sells products to end-user customers only, and we reserve the right to refuse or cancel your order if we suspect you are purchasing products for resale.

### THIRD PARTY SERVICES

You may be allowed to access or acquire third party products, websites, applications, content or services from third parties ("Third Party Services") through our Services. A description or reference to any Third Party Service by or through our Services (including any description or reference via hyperlink) does not imply endorsement by Ring of such Third Party Service. These Third Party Services are the sole responsibility of such independent third parties, and your use thereof is solely at your own risk. Ring has no control over the content or policies of such Third Party Services, and we are not responsible for (and under no circumstances shall we be liable for) the contents, accuracy, reliability, quality or security of any such Third Party Service. Third Party Services may be subject to their own warranties, terms of service, and privacy policies. You may be required to agree to those third party terms to use the Third Party Services. Please review all information about Third Party Services before purchasing them through Ring. Those who choose to access information provided by third parties (including any information obtained through our Services) are solely responsible for the compliance of such information with any applicable law.

From time to time, Ring may develop updates, upgrades, patches and other modifications to improve the performance of the Services and/or the Products or for other reasons in our sole discretion ("Updates"). Y

## SOFTWARE UPDATES

agree that Ring may automatically install such Updates without providing any additional notice to you or receiving any additional consent from you.

## USER COMMUNICATIONS

Ring is pleased to hear from its customers. However, we do not accept or consider any unsolicited creative ideas, suggestions or other materials related to products, services or marketing. Anything you disclose or offer to us by or through our websites or our Services (“communications”), including e-mails to Ring or postings on interactive portions of our websites, shall be deemed and shall remain the property of Ring. If you send us such communications, you do so on a NON-CONFIDENTIAL BASIS, and we will have no obligation to keep such information secret, to refrain from using such information, or to compensate you for the receipt or use of such communications. Ring is free to use, for any purpose whatsoever, any communications, including but not limited to publishing, developing, manufacturing, and marketing our Products or Services using such communications. By submitting communications to us through our websites, via e-mail, or by any means, you hereby RELEASE Ring from any liability under any legal theory in connection with the use, modification, sale, or disclosure of any such communications. By uploading or otherwise providing any communications to our websites or to Ring, you hereby grant Ring, to the extent you retain any rights, the unlimited, perpetual right to reuse, redistribute, modify, and create derivative works from such communications for any purpose and in any media without compensation to you.

## PRODUCTS AND SOFTWARE

Downloading or using our software (including our mobile application) does not give you title to such software, including any files, data and images incorporated in or associated with the software. Your use of any such software shall be only in accordance with these Terms. Our software is copyrighted by Ring or its licensor(s), and may be protected by one or more patents owned by Ring or its licensor(s). Software may not be copied, redistributed or placed on any server for further distribution. You may not sell, modify, decompile, disassemble or otherwise reverse engineer the software. Products and Services offered through this website shall be warranted, if at all, through the written license or warranty provided in connection with such product or software. These Terms apply to your use of all the Products and Services, including software that may be downloaded to your smartphone or tablet to access the Services (the “Application”). The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Products and Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Products and Services. You will only use the Application in connection with a device that you own or control. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

## NO LIFE AND SAFETY OR CRITICAL USES; BACKUPS

You acknowledge that our Products and Services are not intended for a third-party monitored emergency notification system and that we do not monitor emergency notifications and will not dispatch emergency authorities to your home in the event of an emergency. Ring makes no warranty or representation that use of the Products or Services will affect or increase any level of safety. You acknowledge that the Products and Services are not intended to be 100% reliable and are not a substitute for a third-party monitored emergency notification system. We cannot and do not guarantee that you will receive notifications in any given timeframe or at all. All life threatening, safety and emergency events should be directed to the appropriate response services.

We strongly suggest that you backup any important User Recordings (for example, by downloading and locally saving any such User Recordings). You are solely responsible to backup your User Recordings to another location outside the Services to avoid loss of your User Recordings and other data.

## INDEMNIFICATION

To the fullest extent permitted by law, you acknowledge and agree that you will defend, indemnify and hold Ring harmless against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim brought against us by any third party as a result of your or your Authorized Users' use of the Services and Products, notwithstanding the foregoing this indemnification shall not apply to claims based on Ring's own willful, wanton, or intentional misconduct by Ring.

## NO REPRESENTATIONS OR WARRANTIES

Ring makes no representations or warranties that our Products or Services are free of defects, viruses or other harmful components. We shall not be responsible for any damages or loss that may result from the hacking or infiltration of our websites or Ring's computer systems.

This website may contain errors and may not be complete or current. Ring therefore reserves the right to the fullest extent allowed by law to correct any errors or omissions (including after an order has been submitted) and to change or update information at any time without prior notice. Please note that such errors or omissions may relate to product descriptions, pricing and availability. We reserve the right to the fullest extent allowed by applicable law to cancel or refuse to accept any order. We apologize for any inconvenience.

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ON OUR WEBSITE, OUR PRODUCTS AND SERVICES ARE PROVIDED 'AS IS,' AND RING DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE O.

MERCHANTABILITY, NOR DO WE IN ANY WAY GUARANTEE THE QUALITY, DATA CONTENT, ARTISTIC WORTH OR LEGALITY OF INFORMATION, CONTENT, GOODS OR SERVICES THAT ARE TRANSFERRED, RECEIVED, PURCHASED OR OTHERWISE MADE AVAILABLE OR OBTAINED BY WAY OF THIS WEBSITE OR THE SERVICES. WE DO NOT WARRANT THAT OUR PRODUCTS OR SERVICES WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## EXCLUSION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL RING BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT RESULT FROM THE DISTRIBUTION OR USE OF, OR THE INABILITY TO USE, THE CONTENT OR MATERIALS ON THIS WEBSITE, THE PRODUCTS, OR THE SERVICES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## LIMITATIONS OF LIABILITY

IN NO EVENT SHALL RING'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE PRODUCTS OR SERVICES AT ISSUE WITHIN THE PRIOR TWELVE (12) MONTHS. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. RING DISCLAIMS ALL LIABILITY OF ANY KIND OF RING'S LICENSORS AND SUPPLIERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL RING BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED IN CONNECTION WITH USE OF OR EXPOSURE TO ANY CONTENT POSTED, EMAILED, ACCESSED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

YOU USE THE PRODUCTS AND SERVICES AT YOUR OWN RISK. YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH YOUR USE OF THE SERVICE, AND YOU AGREE TO HOLD RING HARMLESS FROM, AND YOU COVENANT NOT TO SUE US FOR, ANY CLAIMS BASED ON YOUR USE OF THE SERVICE, INCLUDING CLAIMS FOR LOST DATA OR CONTENT, WORK DELAYS OR LOST PROFITS RESULTING FROM YOUR USE OF THE SERVICES.

THE LIMITATION OF LIABILITY DESCRIBED ABOVE SHALL APPLY FULLY TO RESIDENTS OF NEW JERSEY. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

## JURISDICTION AND CHOICE OF LAW

Ring controls and manages the Services from its facilities in the State of California in the United States of America. Unless otherwise stated, materials and content on the Services are presented solely for promoting Products and Services in the United States of America. Information published on the Products and Services may contain references to products, programs and services that are not announced or available in your country or region. We make no representation that such information, products, programs or services referenced on the Products or Services are legal, available or appropriate in your country or region.

These Terms shall be governed by and construed in accordance with the laws of the State of California and the United States of America, without giving effect to any principles of conflicts of law.

## DISPUTE RESOLUTION

### **Mandatory, Bilateral Arbitration and Waiver of Class Actions**

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

YOU AND RING AGREE THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, OR RELATING TO YOUR USE OF THE SERVICES AND OR PRODUCTS, TO THIS AGREEMENT, OR TO THE CONTENT, ANY RELATIONSHIP BETWEEN US AND/OR ANY RECORDING ON THE SERVICES AND/OR PRODUCTS SHALL BE RESOLVED ONLY BY FINAL AND BINDING, BILATERAL ARBITRATION, except that (1) you may assert claims in small claims court in your county of residence within the United States if your claims qualify; and (2) this agreement to arbitrate does not include your or Ring's right to seek injunctive or other equitable relief in state or federal court in Los Angeles County California to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. The Federal Arbitration Act (the "FAA"), 9 U.S.C. § 1, et seq., and federal arbitration law apply to this Agreement and govern all questions as to whether a dispute is subject to arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms.

"Disputes" shall include, but are not limited to, any claims or controversies between you and Ring against each other related in any way to or arising out of in any way from this Agreement, the Services, the Products, the Content, and/or User Recording(s), including but not limited to sales, returns, refunds, cancellations, defects, policies, privacy, advertising, or any communications between you and Ring, even if the claim arises after you or Ring has terminated Services or a user account. Disputes also include, but are not limited to, claims that: (a) you bring against our employees, agents, affiliates, or other representatives; or (b) Ring brings against you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and Ring, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims, or any other legal theory; (ii) claims that arose before these Terms or out of a prior set of Terms with Ring; (iii) claims that are subject to on-going litigation where you are not a party or a class member; and/or (iv) claims that arise after the termination of these Terms.

### **Dispute Notice**

Before initiating an arbitration, you and Ring each agree to first provide the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute should be sent to: 1523 26th Street Santa Monica, CA 90404, Attention: Legal Department. We will provide a Notice of Dispute to you via the email address associated with your Ring account. You and Ring agree to attempt in good faith to resolve the Dispute prior to commencing an arbitration and not to commence an arbitration proceeding until a forty-five (45) day post-notice resolution period expires.

*\*Arbitration Process and Procedure \**

If the parties do not reach an agreed upon solution within forty-five (45) days from the original Dispute Notice, then either party may initiate binding arbitration as the sole means to resolve claims, subject to these terms. Arbitration shall (1) be administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), pursuant to the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "JAMS Rules") and as modified by this agreement to arbitrate, including the rules regarding filing, administration, discovery, and arbitrator fees; (2) be conducted by a single, neutral arbitrator; and (3) take place in the county where you reside or any reasonable location within the United States convenient for you. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply.

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION. Further, unless both you and Ring expressly agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If a court decides that applicable law precludes enforcement of any of this subsection's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

If, for any reason, a claim proceeds in court rather than in arbitration, we each waive our right to a jury trial.

YOU THEREFORE UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND RING ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION FOR ANY CLAIMS COVERED BY THIS AGREEMENT.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

The JAMS Rules are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration/>. Notwithstanding any JAMS Rules to the contrary or any other provision in the arbitration rules chosen, by agreement, to govern, you and Ring each agree that all issues regarding the Dispute are delegated to the arbitrator to decide. Further, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.



## Hearing

If your claim does not exceed \$10,000 (USD), you and Ring agree to waive an oral hearing by the arbitrator and the arbitration will be conducted solely on the basis of documents you and Ring submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. To the extent an oral hearing is requested by you or Ring, or deemed necessary by the arbitrator, you and Ring agree that the hearing will be conducted telephonically or videographically.

## Arbitrator's Decision

An arbitrator's award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator's decision and award is final and binding, with some limited court review under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.

### *\*Fees \**

It is each parties' responsibility to pay any JAMS filing, case management/administrative, and arbitrator fees as set forth in the JAMS Rules. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Ring will pay the additional cost. If your claim for damages does not exceed \$25,000 (USD) and you follow the dispute notice procedure set forth above, Ring will pay all such fees unless the arbitrator finds that either the substance of your Dispute or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)).

### *\*Small Claims & Government Actions \**

As an alternative to arbitration, you or Ring may resolve Disputes in a small claims court that has jurisdiction over your claim. These Terms and this arbitration agreement do not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against Ring on your behalf.

## SEVERABILITY AND SURVIVAL

If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining terms of use and shall not affect the validity and enforceability of any remaining provisions.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership of intellectual property rights, and terms regarding disputes between us.

## PRIVACY



Please see our [Privacy Notice](#) for information regarding the collection and use of personal information collected through our Products and Services.

Despite any representations concerning privacy, Ring reserves the right to disclose without notice to you any information in its possession if required to do so by law or upon a good-faith belief that such action is necessary to comply with the law, to protect or defend our rights or property, or to respond to an emergency situation. Specific areas or pages of this website may include additional or different terms relating to the use of personal information collected from such areas or pages.

## CUSTOMER SERVICE

Questions concerning these Terms, requests for cancellation or refund of your Ring Protect Plan subscription, or other requests or questions should be directed to the contact point specified at the end of these Terms.

Ring, LLC 1523 26th Street Santa Monica, CA 90404 800.656.1918

[help@ring.com](mailto:help@ring.com)

Last updated on August 1, 2018

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE DISPUTE RESOLUTION SECTION.

## ALARM PRODUCT AND SERVICES TERMS AND CONDITIONS

### I. DEFINITION OF "RING" AND "ALARM PRODUCT" AND "ALARM SERVICES"

"Ring" as used in these Alarm Products and Services Terms and Conditions (the "Alarm Terms and Conditions") is defined to include Ring LLC, its subsidiary Ring Protect Inc., and their respective shareholders, directors, officers, employees, agents, parent companies, affiliates, subsidiaries, and subcontractors, which subcontractors may include, without limitation, the Monitoring Station (defined herein) providing the optional Monitoring Service (defined herein) and any entity or person providing the optional Alarm

Verification Service (define herein) ("Alarm Verification Service Provider"). FOR CLARITY, IT IS THE INTENTION OF THIS AGREEMENT THAT THE DISPUTE RESOLUTION, LIMITATION OF LIABILITY, THIRD PARTY INDEMNIFICATION, WAIVER OF SUBROGATION, WAIVER OF JURY TRIAL AND CLASS ACTION WAIVER CONTAINED IN THIS AGREEMENT INURE TO THE BENEFIT OF THE MONITORING STATION AND THE ALARM VERIFICATION SERVICE PROVIDER. FURTHER, YOU UNDERSTAND AND AGREE THAT THE MONITORING STATION PROVIDING THE MONITORING SERVICE AND THE ALARM VERIFICATION SERVICE PROVIDER PROVIDING THE ALARM VERIFICATION SERVICE ARE ENTITLED TO THE BENEFIT OF, RELY UPON, AND ENFORCE, THOSE CLAUSES, ALONG WITH ANY OTHER CLAUSE IN THIS AGREEMENT, IN THE EVENT OF ANY DEMAND, CLAIM, LAWSUIT, DISPUTE RESOLUTION OR OTHER LEGAL ACTION BY YOU OR ANY THIRD PARTY AGAINST THE MONITORING STATION OR ALARM VERIFICATION SERVICE PROVIDER.

"Alarm Product(s)" as used in these Alarm Terms and Conditions is defined as the Ring Alarm security system, which includes the base station, key pad, and door and window sensors, motion detectors, range extenders, and all other parts, components, devices and sensors manufactured by Ring at any time for use with the Ring Alarm security system.

"Alarm Services" as used in these Alarm Terms and Conditions is defined to include Ring software, Ring application, Ring websites and the Remote Access Service (as defined in Section VIII of the Alarm Terms and Conditions) available for use by you with the Alarm Products.

## II. ENTIRE AGREEMENT

These Alarm Terms and Conditions, along with Ring's Terms of Service (the "Ring Terms of Service") found here, are collectively referred to herein as the "Agreement." The Ring Terms of Service contain additional terms and conditions that apply to you, including (except where prohibited by law) a DISPUTE RESOLUTION WITH AN ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTIONS AND A CHOICE OF CALIFORNIA STATE LAW. Please thoroughly read and understand these Alarm Terms and Conditions and the Ring Terms of Service before you electronically sign.

The Agreement contains the entire understanding between you and Ring relating to the subject matter hereof and replaces and supersedes any other representations, advertisements, marketing, literature, brochures, proposals, documents or discussions you had with Ring. The Agreement cannot be changed except in accordance with this Agreement, or a writing signed by both you and Ring. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. In the event of any irreconcilable conflict between the Alarm Terms and Conditions and the Ring Terms of Service, the Alarm Terms and Conditions shall control. YOU UNDERSTAND AND AGREE THAT THE AGREEMENT APPLIES TO YOUR CURRENT PURCHASE AND USE OF THE ALARM PRODUCTS AND ALARM SERVICES, AND YOUR PURCHASE AND USE OF ANY ADDITIONAL ALARM PRODUCTS AND ALARM SERVICES AT ANY TIME IN THE FUTURE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU WILL BE UNABLE TO USE THE ALARM PRODUCTS AND ALARM SERVICES AND YOU MAY RETURN THE ALARM PRODUCTS FOR A FULL REFUND.

## III. CONSENT TO ELECTRONIC CONTACT



You consent to receive emails at the email address you provide Ring for any purpose relating to the Agreement including, without limitation, information relating to the Alarm Product, Alarm Services and Monitoring Service and any notifications from Ring as provided for, or permitted within, this Agreement (“Notification Purpose(s)”). You also consent to receive such information on your enabled wireless device (such as a smart phone or tablet) through the Ring application, or through a personal computer. Further, you agree that Ring may contact you at the telephone number you provided for any Notification Purpose, and that contact may be made using any method, including telephone calls, automatic telephone dialing systems, or text or email messages sent to your enabled wireless device. You also represent that when you provide us with a telephone number or an email address for yourself, your emergency contacts or any other third party, that you and any individuals for whom you have provided Ring with a telephone number or an email address consent to receive service-related text messages, telephone calls, and emails for any Notification Purpose. You will be responsible for any message and data rates that may apply. You agree to notify Ring immediately in the event of any change to any of the email addresses or telephone numbers you provided. You agree to regularly check your voice messages, text and e-mail messages for communications from Ring.

#### IV. LIMITATION OF LIABILITY OF RING, THE MONITORING STATION AND THE ALARM VERIFICATION SERVICE PROVIDER

YOU UNDERSTAND AND AGREE THAT THE ALARM PRODUCT, ALARM SERVICES, MONITORING SERVICE AND ALARM VERIFICATION SERVICE ARE DETECTION AND NOTIFICATION PRODUCTS AND SERVICES. THE ALARM PRODUCT, ALARM SERVICES, MONITORING SERVICE AND ALARM VERIFICATION SERVICE DO NOT ELIMINATE OCCURRENCES OF EVENTS, SUCH AS FIRES, FLOODS, BURGLARIES, ROBBERIES, AND MEDICAL ISSUES, AND YOU AGREE NOT TO PURCHASE OR RELY ON THE ALARM PRODUCT, ALARM SERVICES, MONITORING SERVICE AND ALARM VERIFICATION SERVICE TO SO ELIMINATE SUCH OCCURRENCES OF EVENTS. FURTHER, YOU UNDERSTAND AND AGREE THAT THE ALARM PRODUCT, ALARM SERVICES MONITORING SERVICE AND ALARM VERIFICATION SERVICE MAY NOT AVERT OR MINIMIZE SUCH OCCURRENCES OF EVENTS, OR THEIR CONSEQUENCES, AND, THEREFORE, RING MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) THAT THE ALARM PRODUCT, ALARM SERVICES, MONITORING SERVICE OR ALARM VERIFICATION SERVICE WILL SO AVERT OR MINIMIZE SUCH OCCURRENCES OF EVENTS, OR THEIR CONSEQUENCES.

YOU FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF THE LIMITED WARRANTY HEREIN, NEGLIGENCE OF ANY KIND OR DEGREE OF RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER STRICT PRODUCT LIABILITY, SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY (EXCEPT WILLFUL, WANTON, INTENTIONAL OR RECKLESS MISCONDUCT OR GROSS NEGLIGENCE OF RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER IN THOSE STATES/PROVINCES THAT DO NOT PERMIT LIMITATION OF LIABILITY FOR GROSS NEGLIGENCE) ARISING FROM, OR RELATING TO, THIS AGREEMENT, THE ALARM PRODUCT, ALARM SERVICES, MONITORING SERVICE OR ALARM VERIFICATION SERVICE, THE MAXIMUM LIABILITY OF RING, THE MONITORING STATION AND THE ALARM VERIFICATION SERVICE PROVIDER WILL BE LIMITED TO THE GREATER OF (I) TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00 USD); OR (II) FIVE (5) TIMES THE TOTAL CHARGES (EXCLUSIVE OF TAXES AND SHIPMENT) FOR THE ALARM

PRODUCTS ONLY PURCHASED BY YOU, AND THIS LIABILITY SHALL BE SOLE AND EXCLUSIVE. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, DIRECT DAMAGES, CONSEQUENTIAL DAMAGES, PERSONAL INJURY, LOSS OF LIFE, PROPERTY DAMAGE, ECONOMIC LOSSES, CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION, AND THE CLAIMS OF THIRD PARTIES. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED OR INTERPRETED IN A MANNER WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE.

#### V. WAIVER OF SUBROGATION FOR RING, THE MONITORING STATION AND THE ALARM VERIFICATION SERVICE PROVIDER

You should protect against any risk of loss with the appropriate insurance coverage, and you are responsible for obtaining all insurance coverage you believe is necessary. To the fullest extent permitted by applicable law and the applicable policy or policies of insurance you obtain and maintain, you release Ring, the Monitoring Station and the Alarm Verification Service Provider from all liability for any loss, occurrence, event or condition covered by your insurance.

#### VI. THIRD PARTY INDEMNIFICATION FOR RING, THE MONITORING STATION AND THE ALARM VERIFICATION SERVICE PROVIDER

THIS AGREEMENT IS INTENDED ONLY FOR YOUR BENEFIT. THEREFORE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD RING, THE MONITORING STATION AND THE ALARM VERIFICATION SERVICE PROVIDER HARMLESS FROM AND AGAINST (I) ALL CLAIMS, ACTIONS, LAWSUITS AND ANY OTHER LEGAL ACTION BROUGHT BY ANY THIRD PARTY AGAINST RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER ARISING FROM OR RELATING TO THIS AGREEMENT, THE ALARM PRODUCT, ALARM SERVICES, MONITORING SERVICE OR ALARM VERIFICATION SERVICE (A "THIRD PARTY ACTION"); AND (II) ANY AND ALL RELATED LOSSES, DAMAGES, SETTLEMENTS AND JUDGMENTS (INCLUDING PAYMENT OF ATTORNEYS' FEES AND COSTS OF RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER) INCURRED BY, ASSESSED OR FOUND AGAINST, OR MADE BY RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER RELATING TO OR ARISING FROM ANY SUCH THIRD PARTY ACTION ("THIRD PARTY RELATED LOSSES"), EVEN IF SUCH THIRD PARTY ACTION AND THIRD PARTY RELATED LOSSES ARISE FROM THE NEGLIGENCE OF ANY KIND OR DEGREE OF RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER, BREACH OF CONTRACT OR WARRANTY OR CONDITION, STRICT LIABILITY, NON-COMPLIANCE WITH APPLICABLE LAW, OR OTHER FAULT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO REQUIRE ANY INDEMNIFICATION WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE UNDER APPLICABLE LAW. THIS INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO ANY WILLFUL, WANTON, INTENTIONAL OR RECKLESS MISCONDUCT OF RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER OR GROSS NEGLIGENCE OF RING, THE MONITORING STATION OR THE ALARM VERIFICATION SERVICE PROVIDER IN THOSE STATES/PROVINCES THAT DO NOT PERMIT LIMITATION OF LIABILITY FOR GROSS NEGLIGENCE. "THIRD PARTY" IS DEFINED HEREIN TO INCLUDE ANY PERSON OR ENTITY WHO DID NOT ELECTRONICAL'

SIGN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, A SPOUSE, FAMILY MEMBER, GUEST, NEIGHBOR, TENANT, EMPLOYEE OR INSURANCE COMPANY.

## VII. LIMITED WARRANTY FOR ALARM PRODUCTS

**a. Limited Warranty** This is a "Limited Warranty" which gives you specific legal rights to the fullest extent permitted by applicable law. You may also have other rights, which vary from jurisdiction to jurisdiction. Please keep your dated sales receipt; subject to applicable law, it is required for all Limited Warranty requests. Subject to applicable law, any dispute or controversy regarding this Limited Warranty arising from your use of your Alarm Product will be resolved by final and binding bilateral arbitration in accordance with the DISPUTE RESOLUTION section of Ring's Terms of Service, found [here](#).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IF APPLICABLE LAW DOES NOT PERMIT RING TO LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH STATUTORY OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD OF ONE (1) YEAR FROM THE DATE OF YOUR PURCHASE OF THE ALARM PRODUCT.

**b. What the Warranty Covers** For a period of one (1) year from the date of your purchase of the Alarm Product Ring will, at its sole option, repair or replace any part or component of the Alarm Product that malfunctions due to defective parts at no charge to you. This Limited Warranty is not transferrable or assignable by you and (subject to applicable law) applies only to the original consumer purchaser. Ring may, in its sole discretion, make any repair or replacement with new or refurbished parts or components. If the part or component requiring repair or replacement is no longer available, Ring may, in its sole discretion, replace such part or component with a similar part or component of similar features, functions and quality.

**c. What the Warranty Does Not Cover** The Limited Warranty shall not apply to any of the following causes and events: damage due to misuse, abuse, failure to follow instructions and specifications, negligence, casualty (e.g., fire) or acts of God (including but not limited to lightning, flood, tornado, earthquake, or hurricane), and consumable parts (including batteries) are not covered by this Limited Warranty. Unauthorized service or modification of the Alarm Product or any part or component will void this Limited Warranty in its entirety. This Limited Warranty does not include reimbursement for inconvenience, installation, loss of use, or unauthorized service. In addition, this Limited Warranty does not cover any losses, injuries to persons, loss of property or other monetary damages. This Limited Warranty does not apply if you purchase a pre-owned Alarm Product, purchase the Alarm Product from any unauthorized seller, or purchase of the Alarm Product from third party sellers on eBay or other online marketplaces. Ring strongly suggests that you do not buy the Alarm Product from any unauthorized sellers, as the Alarm Product may be used, defective, counterfeit or may not be designed for use in your location. This Limited Warranty covers only Ring™ Alarm Products and is not extended to other equipment, components, or devices that a customer uses in conjunction with the Alarm Product.

**d. How to Obtain Limited Warranty Service/Replacement** To obtain the benefit of the above Alarm Product Limited Warranty please contact Ring community support at: [help@ring.com](mailto:help@ring.com) +1(800) 656-1918 (US) + 1(310)

929-7085 (International) For Limited Warranty requests: Please be prepared to describe the Alarm Product that needs service, the nature of the problem and to provide proof of purchase. You will also be required to return your existing Alarm Product in accordance with directions that will be provided by Ring. Ring has no warranty or other obligations with respect to any Alarm Product that is excluded from the Limited Warranty pursuant to VII.c. of the Alarm Terms and Conditions, as reasonably determined by Ring, and you agree to arrange and pay for shipping to return the Alarm Product to Ring, and the shipping costs for Ring to return the serviced Alarm Product or replacement Alarm Product back to you. Any claim under this Limited Warranty must be submitted to Ring before the end of the Limited Warranty period described in these Alarms Terms and Conditions; time being of the essence. Please allow up to fourteen (14) business days for your Limited Warranty request to be processed.

## VIII. REMOTE ACCESS SERVICE

You may choose to use the Ring application, to remotely arm, disarm and check the status of your Alarm Product, receive real-time alerts, and utilize other features, functionalities and benefits of the Alarm Product (the "Remote Access Service") through a compatible portable enabled electronic device, like a smart phone or tablet, or through a personal computer (the "Electronic Device"). It is your sole responsibility to assure that your Electronic Device is at all times compatible with the Remote Access Service.

When using the Remote Access Service, it is your responsibility to monitor your Alarm Product, or have another person you trust monitor your Alarm Product, and respond appropriately to all information and events received while using the Remote Access Service. It is likewise your responsibility to ensure that, while using the Remote Access Service, notifications from the Alarm Product (including any alarm event messages) can be relayed to you and your designated contacts. Further, it is your responsibility to determine the appropriate response to all information and events you receive while using the Remote Access Service and you accept that you are entirely responsible for your response and that of your designated contacts. If your response to information and events while using the Remote Access Service incurs costs, you accept full liability for those costs. If you receive notice of any life/safety, property risk, fires, floods, burglaries, robberies, medical issues or other emergency events while using the Remote Access Service, you should immediately contact the police, fire department, 911 or appropriate emergency response service.

## IX. MONITORING SERVICE

### a. The Monitoring Service

If you choose the Central Station Monitoring Service ("Monitoring Service"), a Central Monitoring Station (the "Monitoring Station") will, during the Term of the Monitoring Service, monitor signals transmitted to it from your Alarm Product or Third-Party Devices (as defined in Section XVIII, of the Alarm Terms and Conditions) expressly certified and approved by Ring to be compatible with the Monitoring Service. You understand and agree that the Monitoring Station is a subcontractor of Ring, and the Monitoring Station and Ring are independent operating companies. There is no partnership, joint venture, employer/employee, master/servant, or other similar relationship between the Monitoring Station and Ring.

**b. Available with Certified and Approved Third Party Devices Only.**

YOU UNDERSTAND AND AGREE THAT THE MONITORING SERVICE WILL ONLY WORK WITH THE ALARM PRODUCTS AND THIRD-PARTY DEVICES EXPRESSLY CERTIFIED AND APPROVED BY RING TO BE COMPATIBLE WITH THE MONITORING SERVICE. IF YOU HAVE SELECTED THE MONITORING SERVICE, YOU HEREBY RELEASE AND HOLD RING AND THE MONITORING STATION HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, YOUR INSTALLATION AND/OR USE OF ANY THIRD-PARTY DEVICES, EVEN IF SOLD BY RING, THAT ARE NOT EXPRESSLY CERTIFIED AND APPROVED BY RING TO BE COMPATIBLE WITH THE MONITORING SERVICE.

**c. Permitted Uses**

YOU HEREBY UNDERSTAND AND AGREE THAT MONITORING SERVICE IS INTENDED FOR USE ONLY AT THE LOCATION OF YOUR REGISTERED SINGLE FAMILY RESIDENTIAL ADDRESS OR ELIGIBLE COMMERCIAL ADDRESS (as defined below in Section XX) WHERE THE ALARM PRODUCT IS INSTALLED AND REGISTERED BY YOU THROUGH THE RING. THE MONITORING SERVICE WILL NOT FUNCTION IF ANY OF THE ALARM PRODUCTS ARE INSTALLED OR USED AT ANY LOCATION OTHER THAN THE REGISTERED SINGLE FAMILY RESIDENTIAL ADDRESS OR ELIGIBLE COMMERCIAL ADDRESS. PLEASE BE WARNED THAT IF YOUR REGISTERED SINGLE FAMILY RESIDENTIAL ADDRESS OR ELIGIBLE COMMERCIAL ADDRESS IS NOT CORRECT OR CURRENT, THE MONITORING STATION WILL BE UNABLE TO CONTACT YOU OR DISPATCH EMERGENCY RESPONDERS TO THE LOCATION WHERE YOUR ALARM PRODUCT IS ACTUALLY LOCATED AND INSTALLED, AND/OR EMERGENCY RESPONDERS MAY BE DISPATCHED TO AN INCORRECT LOCATION. YOU ACKNOWLEDGE THAT THE MONITORING SERVICE IS NOT INTENDED FOR USE AT A LOCATION OTHER THAN YOUR REGISTERED SINGLE FAMILY RESIDENTIAL ADDRESS OR ELIGIBLE COMMERCIAL ADDRESS, AND YOU AGREE NOT TO SO USE THE MONITORING SERVICE AT ANY OTHER LOCATION. IF YOU HAVE SELECTED THE MONITORING SERVICE, YOU HEREBY RELEASE AND HOLD RING AND THE MONITORING STATION HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, YOUR INSTALLATION AND/OR USE OF ALARM PRODUCTS AND/OR ALARM SERVICES AT A LOCATION OTHER THAN YOUR REGISTERED SINGLE FAMILY RESIDENTIAL ADDRESS OR ELIGIBLE COMMERCIAL ADDRESS.

**d. Address Verification Required.**

Ring and the Monitoring Station utilize an address verification system in an effort to verify your Registered Address to reduce the risk of fraud and help ensure that emergency responders, if dispatched by the Monitoring Station, are dispatched to the correct address. YOU UNDERSTAND AND AGREE THAT, UNTIL YOUR REGISTERED ADDRESS IS SO VERIFIED, THE MONITORING SERVICE WILL NOT BE AVAILABLE FOR YOUR ALARM PRODUCT AND THE MONITORING STATION WILL NOT RECEIVE ANY ALARM SIGNALS FROM YOUR ALARM PRODUCT. YOU HEREBY AGREE TO RELEASE AND HOLD RING AND THE MONITORING STATION HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, THE UNAVAILABILITY OF THE MONITORING SERVICE WHILE YOUR REGISTERED ADDRESS IS BEING VERIFIED AND UNTIL YOUR MONITORING SERVICE HAS BEEN ACTIVATED. IF YOU HAVE AN ACTUAL EMERGENCY BEFORE YOUR REGISTERED ADDRESS HAS BEEN VERIFIED AND YOUR MONITORING SERVICE HAS BEEN ACTIVATED, YOU SHOULD IMMEDIATELY CONTACT THE POLICE, FIRE DEPARTMENT, 911 OR APPROPRIATE EMERGENCY RESPONSE SERVICE.

**e. Permit and Registration Requirements**



For the Monitoring Service, some local governments have various permit or registration requirements for your Alarm Product. Without the required permit or registration, emergency responders may not respond to requests from the Monitoring Station for emergency dispatch, and/or fines and penalties may be levied by the applicable local government. Through the Ring application, Ring may notify you if the local government corresponding to the Registered Address for your Alarm Product requires you to obtain a permit or registration for the Monitoring Service. If you are so required to obtain a permit or registration, then you are solely responsible for complying with all requirements of your local government to obtain, maintain and renew the permit or registration, including completing all required applications and renewal applications and paying any applicable fees and renewal fees. In addition, you are solely responsible for keeping, and hereby agree to keep, your Ring account updated with the current permit or registration information. Further, you are responsible for any fines and penalties that may be assessed by the applicable government or municipal authorities against you, Ring or the Monitoring Station arising from your failure to obtain, maintain and renew the applicable permit or registration. To the fullest extent permitted by applicable law, you hereby expressly authorize Ring to charge the payment card associated with your Monitoring Service account the full amount of any such fines or penalties assessed against Ring or the Monitoring Station. If the applicable local government requires Ring to obtain, maintain and renew a permit or registration for your Alarm Products, then Ring may request pre-payment from you for any such fees imposed by the applicable local government for obtaining, maintaining or renewing any such required permits or registrations. You hereby agree to promptly pay Ring for any such pre-payment request, or authorize Ring to charge the payment card associated with your Monitoring Service account. Further, you understand and agree that Ring may elect, in its sole discretion, not proceed with obtaining, maintaining or renewing any such required permits or registrations until you have made such pre-payment, and, in that event, emergency responders may not respond to requests from the Monitoring Station for emergency dispatch, and/or fines and penalties may be levied by the applicable local government, for which you agree to be solely responsible for paying. If Ring pays any fees imposed by the applicable local government for obtaining, maintaining or renewing any such required permits or registrations, you agree to promptly reimburse Ring, upon request, for any such fees, and, to the fullest extent permitted by applicable law, you hereby expressly authorize Ring to charge the payment card associated with your Monitoring Service account for any such fees. Once again, you are solely responsible for keeping, and hereby agree to keep, your Ring account updated with the current permit or registration information. YOU HEREBY AGREE TO RELEASE AND HOLD RING AND THE MONITORING STATION HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, ANY DELAY IN THE DISPATCH OF EMERGENCY RESPONDERS, OR ANY THE FAILURE OR REFUSAL OF EMERGENCY RESPONDERS TO SO DISPATCH TO YOUR REGISTERED ADDRESS, DUE TO ANY FAILURE BY YOU TO OBTAIN, MAINTAIN AND RENEW ANY REQUIRED PERMIT OR REGISTRATION FOR YOUR ALARM PRODUCT.

#### **f. Initial Test Status**

AFTER YOUR ALARM PRODUCT HAS BEEN INSTALLED, OPERATIONAL, AND COMMUNICATING WITH THE MONITORING STATION, THE MONITORING STATION WILL, IF NOT PROHIBITED BY APPLICABLE MUNICIPAL, LOCAL OR STATE/PROVINCIAL LAW, CODE OR ORDINANCE, PLACE YOUR ACCOUNT INTO A SEVEN (7) DAY TEST STATUS, OR ANY INTERVAL FOR TEST STATUS OTHERWISE REQUIRED BY APPLICABLE MUNICIPAL, LOCAL OR STATE/PROVINCIAL LAW, CODE OR ORDINANCE (THE "INITIAL TEST PERIOD"). THE MONITORING SERVICE WILL BEGIN ONLY AFTER THE COMPLETION OF THE INITIAL TEST PERIOD. YOU THEREFORE UNDERSTAND THAT THE MONITORING STATION WILL NOT RESPOND OR DISPATCH ANY EMERGENCY RESPONDER TO ANY SIGNAL RECEIVED FROM YOUR ALARM PRODUCT BEFORE THE COMPLETION OF THE

INITIAL TEST PERIOD, EVEN IF THE EVENT OF AN ACTUAL EMERGENCY. UNLESS PROHIBITED BY APPLICABLE MUNICIPAL, LOCAL OR STATE/PROVINCIAL LAW, CODE OR ORDINANCE, YOU WILL HAVE THE OPTION OF OPTING-OUT OF THE INITIAL TEST PERIOD AT ANYTIME BEFORE THE EXPIRATION OF THE INITIAL TEST PERIOD THROUGH THE ACCOUNT SETTING OPTIONS ON YOUR RING APPLICATION. YOU HEREBY AGREE TO RELEASE AND HOLD RING AND THE MONITORING STATION HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, THE UNAVAILABILITY OF THE MONITORING SERVICE DURING THE INITIAL TEST PERIOD. IF YOU HAVE AN ACTUAL EMERGENCY DURING THE INITIAL TEST PERIOD, YOU SHOULD IMMEDIATELY CONTACT THE POLICE, FIRE DEPARTMENT, 911 OR APPROPRIATE EMERGENCY RESPONSE SERVICE

#### **g. How the Monitoring Service Works**

The Monitoring Service consists of (a) continuously (i.e., 24 hours a day, seven days a week) monitoring the Alarm Product for purposes of receipt by the Monitoring Station of any listed signal codes from the Alarm Product, and (b) the notification of you, and/or your emergency contacts and/or emergency responders of the receipt of any such listed signal codes by the Monitoring Station, as provided for herein. Notification to you and your emergency contacts may be made by one or more means, to include: calls to the telephone numbers, emails to the email addresses and text messages to the wireless devices you provide Ring for yourself and your emergency contacts.

So that the Monitoring Service can be performed, you must provide Ring with all the information it and/or the Monitoring Station requests for you and your emergency contacts, and notify Ring immediately with any change to any of that information. You agree that any person that you have designated as an emergency contact is authorized to act on your behalf, and has the authority to verify or cancel a listed signal code received by the Monitoring Station prior to, or after, the notification of emergency responders. You understand and agree that Ring and the Monitoring Station will rely, and are entitled to rely, solely on the contact and other information you provide for yourself and your emergency contacts.

Upon receipt of a listed signal code from the Alarm Product, the Monitoring Station will make commercially reasonable efforts to notify you, your emergency contacts and/or emergency responders within a commercially reasonable period of time in accordance with your instructions, the policies and procedures of the Monitoring Station, and any applicable municipal, local or state/provincial law, code or ordinance. In the case of notification to you, if emergency responders have not already been notified by the Monitoring Station, and the response from you indicates notification to emergency responders is appropriate or required, the Monitoring Station will then make commercially reasonable efforts to notify emergency responders. In the case of notification to your emergency contacts, (a) if there is no response from such first contact, and the Monitoring Station has been provided a second contact by you, it will then make commercially reasonable efforts to notify such second contact, and (b) if emergency responders have not already been notified by the Monitoring Station, and the response from your first or second emergency contact indicates notification to emergency responders is appropriate or required, the Monitoring Station will then make commercially reasonable efforts to notify emergency responders (hereinafter the "Notification Protocol"). In the case of notification to your emergency contacts, the Notification Protocol shall be satisfied upon receipt by the Monitoring Station of verbal confirmation of notification from an emergency contact, or by leaving a message with such emergency contact on a telephone answering service, or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications. In the case of notification to emergency responders, the Notification Protocol shall be satisfied upon receipt by

Monitoring Station of verbal confirmation of notification to any person authorized to respond to such notification.

Ring and the Monitoring Station may be subject to applicable laws and industry standards designed to reduce false alarms, and these laws and standards may result in practices and procedures that delay either the notification of emergency responders, or other verification procedures in response to listed signal codes. To the fullest extent permitted by applicable law, codes and ordinances, you agree that the Monitoring Station may, in its reasonable discretion, and notwithstanding anything to the contrary herein, attempt to contact you and/or your emergency contacts to verify that a signal is not a false alarm before dispatching emergency responders. IF THE MONITORING STATION HAS REASON TO BELIEVE THAT NO EMERGENCY CONDITION EXISTS, IT MAY ELECT, IN ITS REASONABLE DISCRETION AND IF NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, CODES AND ORDINANCES, NOT TO DISPATCH EMERGENCY RESPONDERS AND/OR FOLLOW THE NOTIFICATION PROTOCOL.

If you experience a life/safety, property risk, fire, flood, burglary, robbery, medical issue or other emergency event, do not wait to be contacted by the Monitoring Station. Instead, if you are able to do so safely, you should immediately contact the police, fire department, 911 or appropriate emergency response service.

#### **h. Changes to the Monitoring Service**

Ring and the Monitoring Station may from time to time, in response to applicable law or otherwise, revise, replace, change, modify, discontinue or rescind certain policies or procedures relating to the Monitoring Service and the response to listed signal codes. Ring shall endeavor to provide you with notification pursuant to Section III of the Alarm Terms and Conditions of any such revisions, replacements, changes, modifications, discontinuance or rescission within a commercially reasonable period of time either before or after they are effective.

#### **i. False Alarm**

In the event a fine, penalty or fee is assessed against you or Ring or the Monitoring Station by any local government as a result of any false, excessive or other alarm condition or non-compliance with any local ordinance or standard intended to reduce false alarms not caused by the negligence or other wrongdoing of Ring or the Monitoring Station, you agree to be solely responsible for payment, and shall reimburse Ring and the Monitoring Station for any such fines, penalty or fees. To the fullest extent permitted by applicable law, you hereby expressly authorize Ring to charge the payment card associated with your Monitoring Service account the full amount of any such fine, penalty or fee. Please be warned that if your Alarm Product generates more than three (3) false alarm signals within a twenty-four (24) hour period, Ring and/or the Monitoring Station may, if not prohibited by applicable municipal, local or state/provincial law, code or ordinance, place your Alarm Product back in Initial Test Status, as defined above in IX.f of the Alarm Terms and Conditions. However, before placing the Alarm Product back in the Initial Test Status, Ring and/or the Monitoring Station will provide you with at least twenty-four (24) hours advance notification pursuant to Section III of the Alarm Terms and Conditions.

#### ***\*j. Changes to the System Elements \****

PLEASE BE WARNED THAT IF YOU SWITCH OR CHANGE ANY OF YOUR SYSTEM ELEMENTS (AS DEFINED IN SECTION XI OF THE ALARM TERMS AND CONDITIONS), THIS MAY LEAVE YOUR ALARM PRODUCT UNABLE

TRANSMIT SIGNALS TO THE MONITORING STATION AND, THEREFORE, THE MONITORING SERVICE WILL NOT WORK. It is your sole duty to assure that your System Elements are at all times compatible with your Alarm Product and Monitoring Service, and properly functioning.

*\*k. Use of Communications \**

To the fullest extent permitted by applicable law, you hereby consent to the Monitoring Station intercepting, recording, retrieving, reviewing, copying, disclosing and using, for purposes of providing the Monitoring Service, the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which you or your emergency contacts are parties.

**I. Force Majeure**

The obligation to provide the Monitoring Services shall immediately terminate, without prior notice, in the event of any of the following: (i) the telephone lines, network or equipment, other communications equipment, software, or physical facilities of the Monitoring Station are destroyed, damaged, or inoperable for any reason whatsoever; or (ii) any war whether declared or undeclared, fire, flood, extreme weather, accident, explosion, act of terrorism, governmental orders, regulations, restrictions or priorities, strike, lockout or other labor troubles, or any other cause beyond the absolute control of the Monitoring Station for the duration of the interrupted service. Ring shall provide you with notice pursuant to Section III of the Alarm Terms and Conditions of such termination as soon as commercially reasonable following any such Force Majeure event.

**m. Optional Private Guard Verification Service**

To reduce the high costs of false alarms, your local jurisdiction may require that an alarm signal received by the Monitoring Station from your Alarm Product first be verified by a person physically at the Registered Address as an actual emergency before your local emergency responders (such as police and fire departments) may be dispatched, or will respond to a dispatch request, to your Registered Address ("Alarm Verification"). Generally, Alarm Verification may be provided by you or your emergency contacts when contacted by the Monitoring Station in response to an alarm signal received at the Monitoring Station from your Alarm Product. However, if you or your emergency contacts are unable to provide the Alarm Verification, or if otherwise required by your local jurisdiction, the Monitoring Station may be required, even in the event of an actual emergency, to first dispatch a local private security guard responder to your Registered Address to provide the Alarm Verification before attempting to dispatch emergency responders, or before emergency responders will respond to any dispatch request ("Private Guard Alarm Verification"). If you subscribe to the Monitoring Service, you will have the option of selecting the Private Guard Alarm Verification Service, and additional fees which you agree to pay shall apply. If you choose the Private Guard Alarm Verification Service **(which is recommended by Ring)**, and if a private guard responder is dispatched to your Registered Address by the Monitoring Station for Private Guard Alarm Verification, you hereby authorize the private guard responder to access the exterior areas of the Registered Address (including, but not limited to, doors, windows, gates and all entry points) in an effort to provide the Private Guard Alarm Verification. You understand and agree that the private guard responder will not make entry into any interior areas of your Registered Address and may not jump or climb over fences, walls, gates, or any other physical barrier, or enter areas that are considered inaccessible due to a locked gate, animals present or other safety-related concerns. Further, you understand and agree that the private guard responder's sole responsibility is to provide Private Guard Alarm Verification. The private guard responder is not an emergency responder and

has no duty to provide any emergency or other assistance or aid (medical or otherwise), guard or personal protection services for you or your family members or others, otherwise confront or apprehend any intruder, or otherwise intervene with regard to the emergency in any manner whatsoever. Alarm Verification and the Private Guard Alarm Verification Service may cause delays in the dispatch and arrival of emergency responders to your Registered Address, even in the event of an actual emergency. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE AND HOLD RING, THE MONITORING STATION, AND ANY CONTRACTOR AND PRIVATE GUARD RESPONDER PROVIDING THE PRIVATE GUARD ALARM VERIFICATION SERVICE, HARMLESS FROM AND AGAINST, ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE CAUSED BY ANY DELAY IN THE DISPATCH OR ARRIVAL OF EMERGENCY RESPONDERS.

IF YOU DO NOT CHOOSE THE PRIVATE GUARD ALARM VERIFICATION SERVICE (WHICH IS NOT RECOMMENDED, AS RING RECOMMENDS YOU CHOOSE THE PRIVATE GUARD ALARM VERIFICATION SERVICE), YOU UNDERSTAND AND AGREE THAT IF YOU OR YOUR EMERGENCY CONTACTS ARE UNABLE TO PROVIDE ALARM VERIFICATION OR IF PRIVATE GUARD ALARM VERIFICATION IS OTHERWISE REQUIRED BY YOUR LOCAL JURISDICTION, THE MONITORING STATION MAY BE UNABLE, EVEN IN THE EVENT OF AN ACTUAL EMERGENCY, TO DISPATCH EMERGENCY RESPONDERS TO YOUR REGISTERED ADDRESS, OR EMERGENCY RESPONDERS MAY NOT RESPOND, MAY DELAY IN RESPONDING, OR MAY REFUSE TO RESPOND, TO ANY DISPATCH REQUEST. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU DO NOT CHOOSE THE PRIVATE GUARD ALARM VERIFICATION SERVICE, YOU HEREBY RELEASE AND HOLD RING AND THE MONITORING STATION HARMLESS FROM AND AGAINST, ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE CAUSED BY ANY DELAY IN THE DISPATCH OR ARRIVAL OF EMERGENCY RESPONDERS, THE FAILURE OR REFUSAL OF EMERGENCY RESPONDERS TO RESPOND, OR ANY DELAY BY FIRST RESPONDERS IN SO RESPONDING, TO ANY DISPATCH REQUEST TO YOUR REGISTERED ADDRESS, EVEN IN THE EVENT OF AN ACTUAL EMERGENCY.

#### X. MONITORING SERVICE AFTER FREE TRIAL PERIOD.

YOU UNDERSTAND AND AGREE THAT IF YOU DO NOT ENTER INTO A PAID SUBSCRIPTION FOR THE MONITORING SERVICE BEFORE THE END OF YOUR FREE TRIAL PERIOD, THEN YOUR MONITORING SERVICE WILL STOP AT THE END OF YOUR FREE TRIAL PERIOD. YOU FURTHER UNDERSTAND THAT ONCE THE MONITORING SERVICE STOPS, YOUR ALARM PRODUCT WILL NO LONGER SEND ALARM SIGNALS TO THE MONITORING STATION FOR MONITORING SERVICES.

#### XI. BROADBAND INTERNET ACCESS/BACKUP WIRELESS DATA SERVICE.

The Alarm Services and Monitoring Service will not work or be accessible without: (i) a working wi-fi network at your Registered Address that is positioned to communicate reliably with your Alarm Product; (ii) an active, current and properly completed account with Ring; (iii) an enabled and supported wireless device; and (iv) always-on broadband internet access at your Registered Address with bandwidth sufficient to support your Alarm Product (collectively, the or your "System Elements"). It is your responsibility to ensure that you have all required System Elements and that they are compatible and properly configured with your Alarm Product. You acknowledge that the Alarm Services and Monitoring Service may not work as described wh

the requirements and compatibility have not been met. If you change any of the required System Elements, it is your sole duty and responsibility to be sure they are compatible and properly configured to work with your Alarm Product and Alarm Services. If Ring receives notice that you failed to maintain the required System Elements, Ring may, in its sole discretion, elect to terminate the Alarm Services or Monitoring Service in accordance with Section XIII of the Alarm Terms and Conditions. Also, the Monitoring Service only includes a wireless data service that serves as backup during any outage of your broadband internet access (the "Back-Up Wireless Data Service"). For the Back-Up Wireless Data Service to work, your Registered Address must be located within the coverage area of the applicable carrier in North America for the Back-Up Wireless Data Service, and it is your sole responsibility to assure that your Registered Address is so located within the applicable service coverage area. Your Alarm Product may contain a SIM card. You agree not to use the SIM card except in your Alarm Product. Any violation of the restrictions on the use of the SIM card may, in Ring's sole discretion, result in the termination of the Alarm Services or Monitoring Service in accordance with Section XIII hereof. In addition, if Ring detects unauthorized or excessive use of the Alarm Services or Monitoring Service or SIM card, you agree to reimburse Ring for all the data usage associated with the unauthorized or excessive use. You hereby expressly authorize Ring to charge the payment card associated with your account for all related unauthorized or excessive data charges. You understand and agree that neither Ring nor the Monitoring Station are responsible for the operation or non-operation of any of your System Elements or Back-Up Wireless Data Service. You acknowledge and agree that the System Elements and Back-Up Wireless Data Service are not error-free and may be interrupted, delayed, refused, or otherwise limited for a variety of reasons, including insufficient coverage, power outages, termination of service and access, environmental conditions, interference, non-payment of applicable fees and charges, unavailability of radio frequency channels, system capacity, upgrades, repairs or relocations, and priority access by emergency responders in the event of a disaster or emergency ("Service Problem(s)"). Service Problems may result in an inability of your Alarm Product to send listed signal codes to the Monitoring Station and, in such event, the Monitoring Service will be unavailable for the duration of the Service Problem. Further, Service Problems may result in the Alarm Service being unreliable or unavailable for the duration of the Service Problem. Neither Ring, the Monitoring Station, nor any wireless data carrier is responsible or liable for any such Service Problems.

SPECIFICALLY, REGARDING THE BACK-UP WIRELESS DATA SERVICE, YOU ACKNOWLEDGE THAT BACK-UP WIRELESS DATA SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE NETWORKS. THE BACK-UP WIRELESS DATA SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF THE WIRELESS DATA CARRIER'S CONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE. CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS. RING AND THE WIRELESS DATA CARRIER MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS AND WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS.

It is your responsibility to install your Alarm Product in strict accordance with the instructions and specifications made available to you. IF YOUR ALARM PRODUCT IS NOT PROPERLY INSTALLED, OR IF YOU

## XII. DUTY TO PROPERLY INSTALL, TEST AND REPLACE BATTERIES FOR YOUR ALARM PRODUCT.

ALARM PRODUCT OR ANY OF ITS SENSORS ARE OUTSIDE THE DETECTION RANGE OR HINDERED OR OBSTRUCTED BY WALLS, FURNITURE, PERSONAL PROPERTY OR OTHER THINGS, YOU MAY EXPERIENCE FALSE ALARMS OR DETECTION FAILURES. It is your responsibility to test your Alarm Product once installed, and then regularly test and maintain your Alarm Product after installation. Also, it is your responsibility to replace the batteries for your Alarm Product, when necessary. YOU UNDERSTAND AND AGREE THAT YOUR ALARM PRODUCT MAY NOT FUNCTION OR PROPERLY FUNCTION IF THE BATTERIES NEED REPLACEMENT OR SERVICE; PLEASE CHECK THEM REGULARLY.

## XIII. THE CUSTOMER'S DEFAULT

If you fail to perform your obligations under this Agreement (monetary or non-monetary), Ring will have the right, in its sole discretion, to terminate the Monitoring Service or Alarm Services. If Ring elects to do so, it will first notify you pursuant to Section III hereof, of your obligation failures and Ring's intention to terminate the Monitoring Service or Alarm Services (the "Notice of Intention to Terminate"). You will have seventy-two (72) hours from the date the Notice of Intention to Terminate is first sent to you to fully cure your performance failures (the "Cure Period"), time being of the essence. If you fail to timely do so, Ring may then, in its sole discretion, terminate the Monitoring Service or Alarm Services at any time after providing you notification in accordance with Section III hereof (the "Termination Notice"). The termination of the Monitoring Service or Alarm Services will take effect within forty-eight (48) hours after the Termination Notice is first sent to you (the "Termination"). In the event of a Termination, and to the fullest extent permitted by applicable law, you agree to pay Ring, (a) all amounts then due, and (b) Ring's reasonable collection costs, including attorneys' fees and costs. In the event of a Termination of the Monitoring Service or Alarm Services, no Monitoring Service or Alarm Services will thereafter be provided. If Ring waives any default or performance failures, Ring is not waiving other defaults. Any waiver by Ring must be in writing, and may not be implied by its actions or inactions. To the fullest extent permitted by applicable law, in the event of a Termination, you hereby expressly authorize Ring to charge the payment card associated with your account the full amount then due and Ring's reasonable collection costs, including attorneys' fees and costs, if applicable. Further, Ring reserves the right to terminate the Monitoring Service or Alarm Services, with no further obligation to you (except payment for all amounts then due) in the event of: (i) excessive runaway and/or false signals, (ii) your failure to maintain a broadband internet access service, (iii) your wireless data usage being considered harmful or disruptive, or otherwise interfering with the wireless data carrier's network or the ability to provide quality service to other customers, or (iv) the reasonable policies and procedures of the Monitoring Station (collectively, the "Other Termination Reasons"). If Ring elects to terminate the Monitoring Service or Alarm Services for Other Termination Reasons, it will send you a Termination Notice pursuant to Section III of the Alarm Terms and Conditions. The termination of the Monitoring Services or Alarm Services will take effect for the Other Termination Reasons within forty-eight (48) hours after the Termination Notice is first sent to you.

## XIV. SUBCONTRACTING AND ASSIGNMENTS.

You cannot transfer or assign this Agreement without Ring's consent; however, Ring can assign this Agreement or subcontract its obligations without your consent, including the Monitoring Service. If Ring does so, anyone to whom Ring assigns or subcontracts its obligations will receive the benefit of, and have the right to enforce, all the terms and conditions of the Agreement.

## XV. LIMITATIONS OF THE ALARM PRODUCTS

YOUR ALARM PRODUCT MAY NOT BE INTENDED OR DESIGNED FOR OUTSIDE USE, UNLESS EXPRESSLY SPECIFIED FOR OUTDOOR USE IN THE SPECIFICATIONS FOR YOUR ALARM PRODUCT. PLEASE BE SURE TO READ THE SPECIFICATIONS FOR YOUR ALARM PRODUCT BEFORE USING YOUR ALARM PRODUCT OUTDOORS.

## XVI. NO THIRD-PARTY BENEFICIARIES

EXCEPT FOR THE MONITORING STATION, SUBCONTRACTORS AND ASSIGNEES AS PROVIDED FOR OR PERMITTED IN THIS AGREEMENT, THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. For Canadian residents only: In addition to its own benefits and rights under this Agreement, Ring holds the benefits and rights of the applicable provisions of this Agreement as trustee and agent for and on behalf of the Monitoring Station and Ring's subcontractors, and you acknowledge and agree that Ring may enforce those benefits and rights on behalf of the Monitoring Station and/or such subcontractors.

## XVII. MALWARE VULNERABILITY NOTICE AND WAIVER

Equipment that relies on wireless or internet connections or are connected to a network of any kind (such as security systems, communications equipment, cameras, wireless radios, access control, cloud storage, NAS storage, DVRs, NVR and other kinds of networkable security and other devices) may not be secure and may be exploited or hacked by malware and spyware variants ("Malware Vulnerabilities"). Malware Vulnerabilities may provide a gateway for a person with malicious intent the capability to arm or disarm your system or related equipment; view, extract, change, destroy, steal, disclose or alter your data, or the data of others; monitor and/or spy on your activities and the activities of others; cause internet and network outages; provide for unintended or unauthorized access by others to your network, or the network of others; and otherwise place people, property or data at risk. RING MAKES NO WARRANTY OR REPRESENTATION THAT THE ALARM PRODUCTS, ALARM SERVICES OR MONITORING SERVICE IS SECURE, DOES NOT HAVE, OR IS NOT SUSCEPTIBLE TO, MALWARE VULNERABILITIES. Ring assumes no liability whatsoever for any Malware Vulnerabilities and, to the fullest extent permitted by applicable law, you agree to release and hold Ring harmless from any Malware Vulnerabilities and any related loss or damage of any kind or sort, even if caused by any breach of contract or negligence of any kind or degree of Ring (the "Malware Vulnerability Release"). If the Malware Vulnerability Release is not enforceable under applicable law for any reason, then the



LIMITATION OF RING'S LIABILITY in Section IV of the Alarm Terms and Conditions shall apply to any losses or damages, of any kind or sort, arising from, or related to, Malware Vulnerabilities.

#### XVIII. SMART DEVICE STANDARDS/THIRD PARTY DEVICES.

Your Alarm Product may use various open or commonly available standards or means to communicate and work with smart or connected devices that are also similarly used by other systems or services not manufactured by Ring, including Z-Wave, Zigbee HA, Wi-Fi, Bluetooth, and IP devices. HOWEVER, SMART, CONNECTED OR OTHER THIRD-PARTY DEVICES ("THIRD PARTY DEVICES") MAY NOT WORK WITH YOUR ALARM PRODUCT OR THE ALARM SERVICES, OR MAY HAVE LIMITED FEATURES OR FUNCTIONALITY, EVEN IF DESIGNED, SPECIFIED OR MARKETED TO OPERATE USING THE SAME OR SIMILAR STANDARDS OR MEANS OF COMMUNICATION.

RING IS NOT RESPONSIBLE FOR, AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE AND HOLD RING HARMLESS FROM AND AGAINST, ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, ANY ATTEMPT BY YOU TO CONNECT, OR YOUR CONNECTION AND USE OF, THIRD-PARTY DEVICES WITH YOUR ALARM PRODUCT OR ALARM SERVICES. FURTHER, RING MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, RELATING TO ANY THIRD-PARTY DEVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION THAT ANY THIRD-PARTY DEVICE WILL PROPERLY AND SAFELY COMMUNICATE AND WORK WITH YOUR ALARM PRODUCT OR THE ALARM SERVICES, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE RELATING TO ANY THIRD-PARTY DEVICE. In addition, you agree Ring may terminate the Monitoring Service or Alarm Services pursuant to Section XIII of the Alarm Terms and Conditions if Ring, in its sole discretion, believes the operation of any Third-Party Device causes or may cause an issue to your Alarm Product, the Alarm Services, the Monitoring Service or with Ring's liability to you or others.

#### XIX. SMOKE ALARM AND CARBON MONOXIDE DETECTORS.

RING MAKES NO WARRANTY OR REPRESENTATION THAT ANY SMOKE ALARM OR CARBON MONOXIDE DETECTOR SOLD BY RING CONSTITUTES A FIRE ALARM SYSTEM OR MEETS THE REQUIREMENTS OF ANY STATE/PROVINCIAL OR LOCAL LAW, CODE, ORDINANCE, AUTHORITY HAVING JURISDICTION OR INDUSTRY STANDARD, SUCH AS NFPA 72. YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF ANY APPLICABLE STATE/PROVINCIAL OR LOCAL LAW, CODE, ORDINANCE, AUTHORITY HAVING JURISDICTION OR INDUSTRY STANDARD THAT MAY APPLY TO THE INSTALLATION, USE AND SERVICE OF ANY SMOKE ALARM AND CARBON MONOXIDE DETECTOR SOLD BY RING. SMOKE ALARMS ARE NOT TO REMAIN IN SERVICE LONGER THAN TEN (10) YEARS FROM THE DATE OF MANUFACTURE AND, THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU MUST REPLACE SMOKE ALARMS EVERY TEN (10) YEARS AT A MINIMUM, AND SOONER AS NEEDED. IF A SMOKE ALARM FAILS TO PROPERLY OPERATE DURING ANY TEST AT ANY TIME, YOU MUST STOP USING THE SMOKE ALARM AND REPLACE IT IMMEDIATELY.

THE ALARM PRODUCTS AND ALARM SERVICES ARE INTENDED FOR USE ONLY AT YOUR REGISTERED SIN.

XX. FOR USE AT CURRENT REGISTERED SINGLE FAMILY RESIDENTIAL OR ELIGIBLE COMMERCIAL ADDRESS ONLY.

FAMILY RESIDENTIAL OR ELIGIBLE COMMERCIAL ADDRESS (as defined below). THE ALARM PRODUCTS ARE NOT CERTIFIED BY UNDERWRITERS LABORATORIES OR ANY SIMILAR OR LIKE CERTIFICATION, THE ALARM PRODUCTS AND ALARM SERVICES MAY NOT FUNCTION, OR PROPERLY FUNCTION, IF ANY OF THE ALARM PRODUCTS ARE INSTALLED OR ANY OF THE ALARM SERVICES ARE USED AT ANY LOCATION OTHER THAN YOUR REGISTERED SINGLE FAMILY RESIDENTIAL OR ELIGIBLE COMMERCIAL ADDRESS. YOU HEREBY AGREE NOT TO INSTALL OR USE YOUR ALARM PRODUCTS OR ALARM SERVICES AT ANY LOCATION OTHER THAN YOUR REGISTERED SINGLE FAMILY RESIDENTIAL OR ELIGIBLE COMMERCIAL ADDRESS, AND NEVER TO INSTALL OR USE THE ALARM PRODUCTS OR ALARM SERVICES AT ANY LOCATION OTHER THAN YOUR REGISTERED SINGLE FAMILY RESIDENTIAL OR ELIGIBLE COMMERCIAL ADDRESS. DO NOT INSTALL OR USE YOUR ALARM PRODUCTS OR ALARM SERVICES AT A MULTI-FAMILY DWELLING, OR A COMMERCIAL ADDRESS THAT IS NOT AN ELIGIBLE COMMERCIAL ADDRESS. YOU HEREBY RELEASE AND HOLD RING HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, YOUR INSTALLATION AND/OR USE OF ALARM PRODUCTS OR ALARM SERVICES AT AN ADDRESS OTHER THAN YOUR REGISTERED SINGLE FAMILY RESIDENTIAL ADDRESS OR ELIGIBLE COMMERCIAL ADDRESS.

"ELIGIBLE COMMERCIAL ADDRESS" IS STRICTLY LIMITED TO THE FOLLOWING: (I) A BUSINESS ESTABLISHMENT THAT IS UTILIZING THE ALARM PRODUCTS OR SERVICES AS AN INTRUSION DETECTION SYSTEM ONLY, AND NOT AS A FLOOD, FREEZE, FIRE, SMOKE OR CARBON MONOXIDE DETECTION SYSTEM; (II) A BUSINESS ESTABLISHMENT THAT HAS INSTALLED AND IS UTILIZING THE ALARM PRODUCTS IN ACCORDANCE WITH THESE ALARM TERMS AND CONDITIONS AND IN ACCORDANCE WITH RING'S DOCUMENTATION AND INSTRUCTIONS CONCERNING INSTALLATION, MAINTENANCE, AND USE OF THE ALARM PRODUCTS, RANGE OF THE ALARM PRODUCTS AND/OR LIMITATIONS OF THE ALARM PRODUCTS; AND (III) A BUSINESS ESTABLISHMENT THAT IS NOT OTHERWISE GOVERNED BY, OR SUBJECT TO, ANY FEDERAL, STATE OR LOCAL CODES, LAWS, ORDINANCES, REGULATIONS, STANDARDS OF PRACTICE, UNDERWRITERS LABORATORIES CERTIFICATION OR OTHER SIMILAR OR LIKE CERTIFICATION, COMPLIANCE REQUIREMENTS, INSURANCE REQUIREMENTS, LEASE REQUIREMENTS OR ANY OTHER AGREEMENTS OR REQUIREMENTS BETWEEN OR AMONG THE CUSTOMER AND ANY THIRD PARTY(S), IN EACH CASE REGARDING THE DESIGN, PURCHASE, INSTALLATION, USE, TESTING, REPAIR, MAINTENANCE, INSPECTION AND/OR MONITORING OR SERVICE OF AN INTRUSION DETECTION SYSTEM OF ANY KIND OR SORT. YOU HEREBY RELEASE AND HOLD RING AND THE MONITORING STATION HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, YOUR PURCHASE, INSTALLATION AND/OR USE OF THE ALARM PRODUCTS AND/OR ALARM SERVICES FOR OR AT A LOCATION OTHER THAN A REGISTERED ELIGIBLE COMMERCIAL ADDRESS.

XXI. RING CUSTOMER SERVICE AND SUPPORT.

You understand and agree that any customer service and any customer care and support offered or provided by Ring is not a Monitoring Service, a 911 service or dispatch center, or an emergency service provider or dispatch service. PLEASE DO NOT CONTACT RING CUSTOMER SERVICE OR ANY CUSTOMER CARE AND SUPPORT OFFERED BY RING WITH ANY LIFE/SAFETY, PROPERTY RISK, FIRES, FLOODS, BURGLARIES, ROBBERIES, MEDICAL ISSUES OR OTHER EMERGENCIES. IF YOU HAVE ANY SUCH EMERGENCY. YOU SHOULD IMMEDIATELY CONTACT THE POLICE, FIRE DEPARTMENT, 911 OR APPROPRIATE EMERGENCY RESPONSE SERVICE.

XXII. STATE LICENSURE/ADDRESS AND PHONE NUMBER FOR RING

The following is a list of licenses maintained by Ring, along with Ring’s address and telephone number in the event you need to contact Ring:

Ring Protect Inc., 1523 26th Street, Santa Monica, CA 90404, Phone: 1-800-656-1918

State License: AL: 19-001835; AR: 2657 Regulated by: Department of Arkansas State Police 1 State Police Plaza Drive Little Rock, Arkansas 72209 501-618-8600; AZ 20790; CA: ACO 7723 alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DE: 17-270; DC:602517000011; FL: EF20000578; GA: LVU405565; IL: 127.001708 & 124.001917; LA: F236; MI: 8002000032; MS: 15032034; NJ: Burglar Alarm Business Lic. # 34BX00021400; NY- licensed by the N.Y.S. Department of State -12000327271; NC: 521-CSA Licensed by the Alarm Systems Licensing Board of the State of North Carolina; NM:393671; OK: AC440654; OR: 78479; RI: 5844B; SC: BAC 13770 FAC 1372M; TN: 2065; TX: B05209301; UT: 1047978-6501; VA: 11-15770; WA: RINGPPI830PE



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HARRINGTON RESOURCES, Inc.  
 1115 Bridgeway Blvd.  
 Orlando, FL 32828 US  
 (407) 4923679  
 lynda@parkersystemsplace.com

## Invoice 2018-2306

<b>BILL TO</b> Town of Surfside Town of Surfside 9293 Harding Avenue, Surfside, FL 33154	<b>DATE</b>	<b>PLEASE PAY</b>	<b>DUE DATE</b>
	04/16/2019	<b>\$47,035.58</b>	05/16/2019

	QTY	RATE	AMOUNT
Tier II Support and Maintenance - 37 units	37	412.48	15,261.76
Extended Hardware and Software Warranty- 29 units SN: 5201-1646-2468 - 2496, 5201-1708-0249 - 0256. 37 units for 365 days. Expires 4/07/19 - Renews 4/07/20	37	1,000.00	37,000.00

SUBTOTAL	52,261.76
DISCOUNT 10%	-5,226.18
<b>TOTAL</b>	<b>47,035.58</b>

**TOTAL DUE \$47,035.58**

THANK YOU.