



 <b>SERVICE AGREEMENT</b>	<b>Customer Name:</b>	
	<b>Address:</b>	
	<b>Contact Number:</b>	

**THIS SERVICE AGREEMENT** ("Agreement") between Customer and *SimplyHome*, LLC governs the purchase of all Services ("Services") and Equipment ("Equipment") defined below.

**General Services:** *SimplyHome* systems allow an individual, designated family members, and/or caregivers ("Customer") to receive and provide noninvasive support and various notifications without having to be at home 24/7. The system tracks specific activities in the home, controls items in the home, and provides notifications.

**Quote for Specific Services and Fees:** After reviewing Customer's needs and desired outcomes, and living space either in-person or remotely, *SimplyHome* will provided Customer a detailed quote that includes: Service details, Equipment, and the related monthly fees. This Agreement applies to and, by reference, is incorporated into *SimplyHome's* quote.

**Term and Termination:** This month-to-month Agreement begins on the Service activation date and renews monthly, on the first day of the month, unless terminated by either party upon written notice to the other. **Upon any termination notice, partial month Service Fees are not prorated nor refunded.** Customer may cancel this Agreement at any time prior to Equipment installation.

**Equipment Returns and Refunds:** Customer may return purchased Equipment for a refund as follows: (a) 30 days-100%, (b) 30-90 days-50%, and (c) 90-180 days-25%. Consumables including, but not limited to, panic pendants and incontinence pads/sensors are non-refundable. Refunds exclude monthly Service, shipping, programming, and/or installation fees. Refunds are processed if all purchased Equipment is returned to *SimplyHome* within 30 days of the end of Service **and** in proper working condition. If all Equipment is not returned, returned late, or not in proper working condition, the Customer may have to pay any hardware, installation, programming, or shipping fees that were originally waived. Service fees for rental Equipment continue until all Equipment is returned. If any rental Equipment is not returned or is returned but not in proper working condition, the Customer will be required to pay hardware fees at the prevailing manufacturer's suggested retail price.

**Customer Acknowledgement:** Customer understands no system is 100% effective and acknowledges *SimplyHome's* recommendation of notification redundancy. Customer understands that no supports can prevent a negative action or choice from taking place, nor can it predict emergencies or incidents, whether they are medical or otherwise, regardless of the Services, Equipment, or process provided by *SimplyHome*. Customer has final responsibility for the condition, testing and operation of the system. Customer assumes and has the final responsibility for testing and verifying proper operation of the Equipment and Service on a regular basis.

**Connectivity:** Some specific devices and/or services provided by *SimplyHome* include a cellular connection, for which *SimplyHome* will obtain the connectivity required for proper operation. For all other equipment and/or services, Customer is responsible for obtaining, maintaining and paying for the connectivity required to process system information and receive system notifications.

**Equipment Costs and Service Fees:** Equipment costs, applicable taxes, duties or customs fees for international customers, and shipping are due from Customer, in US dollars, at the time of purchase. All monthly Service fees are payable in full at the beginning of each month, for that month, plus any one-time partial month fee associated with Service start-up. **Any unpaid fees over 31 days incur a 1.5% monthly finance charge.** *SimplyHome* may suspend Customer's Service for unpaid fees. For payment by credit card, call (877) 684-3581 or mail checks to P.O. Box 1155, Arden, North Carolina, 28704. *SimplyHome* service rates are subject to change at any time with a ninety-day (90) advance notice.

**Third Party Fees:** Fees or charges imposed by any state entity, telephone company, call center, or costs of third party care providers related to false notification assessments, reprogramming alarm controls, connectivity changes, device updates, or other changes in the Equipment or Service are the Customer's responsibility.

**On-Site Customer Support Fee:** Charges apply if a *SimplyHome* representative is sent to Customer's premises in response to a Service call or alarm signal caused by the Customer improperly following operating instructions; failing to close or properly secure a window, door, any other protected point; improperly adjusting CCTV cameras or monitors; unplugging or tampering with equipment or accessory components; or any other non-warranty related service or support.

**Title and Lien:** Title to the Equipment remains with *SimplyHome* until the full purchase price is paid and by this Agreement Customer provides *SimplyHome* a lien interest on all purchased Equipment.

**Third Party Equipment:** *SimplyHome* uses hardware and software from several vendors that have authorized *SimplyHome* to sell Services for Customer's use with other hardware and products that enable Customer's Services. Except as otherwise warranted, *SimplyHome* is not responsible for Equipment manufactured by third parties.

**Proprietary Intellectual Property:** The Equipment, sensors, hardware, and Services *SimplyHome* provides may be patented, copyrighted, or contain proprietary hardware or software owned by *SimplyHome* or a third party. Customer may not use such proprietary content except for permitted use of the Services. Customer may not (a) modify, lease, or sell any Equipment or Services or create or sell derivative works, (b) copy, recompile, or reverse engineer any Equipment or software, (c) transfer or resell or sublicense any Equipment, or (d) remove, deliver, or export any Equipment outside the United States or violate any export laws.

**Limited Warranty:** The sole warranty provided by *SimplyHome* and its vendors regarding all Services and Equipment is a limited warranty to use commercially reasonable efforts to correct any material defect, (see "One-Year Warranty on Equipment", below). This warranty is for Customer's benefit only and may not be enforced by any other person or entity. All *SimplyHome* Services and Equipment are provided "as is," from vendors with all faults. To the maximum extent permitted by law, *SimplyHome* disclaims all express or implied warranties to Customer, and all warranties to or for the benefit of any third party, including all warranties of merchantability, fitness for a particular purpose, accuracy, systems integration, or non-infringement.

**One-Year Warranty on Equipment:** *SimplyHome* will replace any installed system component with a manufacturer's defect, at no cost to the Customer, up to one year from install. This warranty excludes: (a) Customer damage or misuse, including, but not limited to, Equipment that is dropped, thrown, or exposed to water; (b) any self-repairs or modified systems, Services, or Equipment different than Customer's originally approved specifications; (c) any provided equipment which requires hardware modifications, even if such modifications are done by *SimplyHome*; and, (d) any 3<sup>rd</sup> party manufactured devices that expressly claim a

warranty shorter than one-year, such as bed and chair pads, will follow the 3<sup>rd</sup> party manufacturer's provided warranty.

**Systems Provide Supplemental Function Only:** The *SimplyHome* process, products, and Services are intended only as an additional supplement to caregivers. Customer acknowledges that no system can guarantee or prevent all losses. Human error by providers or municipal authorities is always possible and system signals may not be received if the transmission mode is cut, interfered with, or otherwise damaged.

**Force majeure:** *SimplyHome* shall not be liable for any delay or failure to perform caused by or resulting from acts of God, fire, flood, accident, equipment failure, or any other causes beyond our control.

**Not a Security System and No Insurance:** Customer understands that *SimplyHome* is not insuring the personal safety of persons in or around Customer's premises nor personal property. Customer should obtain appropriate insurance from a third party. *SimplyHome* Services and Equipment are not security systems, will not prevent unauthorized intrusion onto the premise or the occurrence of other emergency conditions, such as smoke, fire, carbon monoxide, medical emergencies, or water damage. Customer may obtain third party security system "Central Station Monitoring" at Customer's own expense.

**Improper Installation of Service or Equipment:** The *SimplyHome* process, Equipment, and Services are to be used as explicitly defined in the applicable product or Service manuals. *SimplyHome* is not liable for improper installation or use of its process, Services, or Equipment.

**Unintended Use of Equipment or Service:** *SimplyHome* does not warrant the Equipment or Service for any other purpose than that stated in the applicable operation manuals and only at the location authorized as stated in the *SimplyHome* quote. Unintended use and/or relocation of the Equipment may affect proper function. *SimplyHome* will not provide troubleshooting support for any such unintended use application or unauthorized Equipment relocation under Customer's standard monthly Service fee.

**Information Collection:** *SimplyHome* may collect personally identifiable information, such as your name, phone number, address, email address, or other like information as this information identifies the equipment and service of your *SimplyHome* system. We may also gather additional personal or non-personal information in the future. *SimplyHome* may automatically collect the following, but not limited to, information about your computer, mobile device, or tablet hardware and software: IP address, browser type, domain names, access times, and referring website addresses. Use of this collected information is for the operation of the *SimplyHome* system and service, to maintain quality of service, and to provide general statistics on the use of the *SimplyHome* website and mobile apps. *SimplyHome* may share data with trusted partners to perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. *SimplyHome* prohibits third parties from using your personal information except to provide these services to *SimplyHome*, and third parties are required to maintain the confidentiality of your information. *SimplyHome* does NOT sell, rent or lease its customer lists or any customer data.

*SimplyHome* collects and uses your personal information to operate its website(s), mobile apps, and to deliver the services you have requested. *SimplyHome* may also use your personally identifiable information to inform you of other products or services available from *SimplyHome* and its affiliates, and you may opt out of this at any time.. *SimplyHome* may also contact you via surveys to conduct research about your opinion of current services or of potential new services, and you may opt out of this at any time. The full *SimplyHome* privacy policy is posted here: [www.simply-home.com/privacy-policy](http://www.simply-home.com/privacy-policy)



**Limitation of Liability:** *SimplyHome's* liability to Customer for all damages, injury, or loss is limited to the total annual fees that *SimplyHome* received from the Customer in the year preceding the loss, regardless of the legal theory used. This limit shall apply even if it is determined that *SimplyHome* caused Customer's or another third party's harm, including actual, direct, incidental, or consequential damages, property damage, business interruption, loss of profits, personal injury or death. Customer waives all subrogation and other rights of recovery against *SimplyHome* that any insurer or other person may have due to paying any such claim.

**Indemnification:** Customer shall indemnify, defend, and hold harmless *SimplyHome* for all claims, fines, liabilities, and expenses, including reasonable attorney's fees, that *SimplyHome* incurs as a result of: (a) becoming part of, or named in, an administrative or legal dispute in connection with its Services, (b) Customer's unintended use of Equipment or Services, (c) any Customer employee, guest, relative, invitee, or insurer, or any other person or entity claiming rights it derived from Customer's relationship with *SimplyHome* which attempts to hold *SimplyHome* responsible for any property damage, loss, personal injury, or death connected with *SimplyHome's* Services or Equipment failure, or (d) a claim for indemnification or contribution, except to the extent caused by *SimplyHome's* negligence or misconduct.

**Dispute Resolution:** To the extent permitted by law, Customer will not file a lawsuit or any other legal proceeding related to *SimplyHome* Services or Equipment more than one (1) year after the incident causing the claim occurred. *SimplyHome* and Customer each waive any right to a jury trial in any legal proceeding or relating to this Agreement. To the extent permitted by law, Customer agrees it will bring no class action lawsuit against *SimplyHome* or be a representative plaintiff or plaintiff class member in any such lawsuit.

**Entire Agreement:** This is the entire Agreement between the parties and supersedes any prior proposals, agreements, whether written or oral, and may only be modified in writing and signed by both parties. Any quote, invoice, system recommendation, or other documentation required by *SimplyHome* for the proper installation and support of your technology shall not modify or supersede this Agreement. Should there be any conflict between this Agreement and other documents provided by *SimplyHome*, this Agreement shall control. Email and other electronic communication are valid writings and deemed acceptable, when applicable.

**Severability:** If any provision of this Agreement is deemed void or unenforceable, the remaining parts of this Agreement will remain in full force and effect.

**Governing Law:** the law of the State of North Carolina, USA, governs this Agreement without giving effect to its rules of conflict of laws.

**Customer Name Acceptance**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

***SimplyHome*, LLC Acceptance**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_