

 <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 and controls items in the home, and provides notifications.

**Quote for Specific Services and Fees:** After reviewing Customer's needs, desired outcomes, and living space in-person or remotely, *SimplyHome* will provide Customer a quote including: (i) Service details, (ii) Equipment, and (iii) related monthly fees. This Agreement applies to and 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. Customer may cancel this Agreement at any time prior to Equipment installation. Upon any termination, monthly service will be prorated for final month billing.

**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 such as panic pendants, incontinence pads and sensors are non-refundable. Refunds exclude monthly Service, shipping, programming or installation fees. To receive a refund, all purchased Equipment must be returned to *SimplyHome* within 30 days of the Services end date **and** in proper working condition. If all Equipment is not returned, returned late, or is not in working condition, Customer may have to pay any hardware, installation, programming, or shipping fees that were originally waived. If service is canceled within one-year of activation, service fees for leased Equipment continue until all Equipment is returned. If any Leased Equipment is not returned or is returned but not in proper working condition, Customer must pay for the hardware at the prevailing manufacturer's retail price.

**Customer Acknowledgement – System is Supplemental Function Only:** Customer understands no system is 100% effective and *SimplyHome* recommends notification redundancy. *SimplyHome's* process, products, and Services are only supplemental to caregivers. No system can prevent a negative action or choice from happening, nor can it predict medical or other incidents, regardless of the Services, Equipment, or process provided by *SimplyHome*. Human error by providers or municipal authorities is possible and system signals may not be received if the transmission mode is cut or damaged. Customer has final responsibility for the condition, regular testing, and verifying the system is operating properly.

**Connectivity:** *SimplyHome* may obtain the required cellular connection for some of its devices and services, which will be noted at the point of sale. For all other equipment or services, Customer is responsible for obtaining, maintaining, and paying for the connectivity required to process system information and receive system notifications.

**Equipment Purchase or Leasing Costs and Service Fees:** Customer may purchase or lease the Equipment. For purchases, Customer must pay for Equipment, activation fee, applicable taxes, international duties, and shipping, in US dollars, at the time of purchase. All monthly Service or Leasing fees are payable in full at the end of each month, for that prior month, plus any one-time partial month fee for 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. Payments may be made by credit card at (877) 684-3581 or by check to P.O. Box 1155, Arden, North Carolina, 28704. *SimplyHome* may change Service fees at any time with a 90-day advance notice.

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

**On-Site Customer Support Fee:** *SimplyHome* may charge Customer 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, or improperly adjusting CCTV cameras, monitors, or unplugging or tampering with accessory components.

**Title and Lien:** Title to any purchased 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 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 to use commercially reasonable efforts to correct any material defects (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. *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, whether purchased or leased, with a manufacturer's defect, at no cost to the Customer, up to one year from the date of receipt of equipment. This warranty excludes: (a) Customer damage, overuse, or misuse, including 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.

**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 its control.

**Not a Security System and No Insurance:** *SimplyHome* is not insuring the 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 other emergency conditions, such as fire, carbon monoxide, medical, or water damage. Customer may obtain third party security system "Central Station Monitoring" at Customer's expense.

**Improper Installation of Equipment:** *SimplyHome* is not liable for improper installation of its process, Services, or Equipment.



**Unintended Use of Equipment or Service:** *SimplyHome's* Equipment and Services may only be used as explicitly defined in the applicable product or Service manuals and only at the location authorized in the *SimplyHome* quote. Unintended use or relocating the Equipment may affect proper function. *SimplyHome* will not provide troubleshooting support for any unintended use or unauthorized Equipment relocation.

**Information Collection:** *SimplyHome* may collect personally identifiable information such as name, phone number, address, and email address to identify the Equipment and Services in the *SimplyHome* system. Systems may collect IP address, browser type, domain names, access times, and referring websites to provide website and mobile app use statistics. *SimplyHome* may share data with trusted partners to perform statistical analysis, send email or postal mail, provide customer support, or arrange for deliveries. *SimplyHome* prohibits third parties from using Customer's information except to provide the Services, and third parties maintain the confidentiality of Customer's information. *SimplyHome* does NOT sell its customer lists or any customer data. *SimplyHome* may send Customer satisfaction surveys and inform Customer of other products or services available from *SimplyHome* and its affiliates, and Customer may opt out of this at any time. See *SimplyHome's* full privacy policy: [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 annual fees *SimplyHome* receives from Customer in the year preceding the loss, regardless of the legal theory. Neither party shall be liable for any 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:** Except to the extent caused by *SimplyHome's* negligence, Customer shall indemnify, defend, and hold harmless *SimplyHome* for all claims, costs, and expenses (including reasonable attorney's fees) *SimplyHome* incurs due to: (a) becoming part of, or named in, an administrative or legal dispute regarding its Services, (b) Customer's unintended use of Equipment or Services, (c) any Customer employee, guest, relative, invitee, insurer, or other claiming rights derived from Customer's relationship with *SimplyHome*.

**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 terms on any Customer invoice or transfer documents will not modify this Agreement.

**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:** This Agreement shall be governed by the laws of North Carolina.

**Customer Acceptance**

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

***SimplyHome*, LLC Acceptance**

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