

## **Updates to Service Agreement**

From time to time, we may post updates to the Terms and Conditions on this webpage. Updates become part of the Terms and Conditions (and our agreement with each other) once posted to our website. You should check this webpage from time-to-time to stay aware of any updates to your Terms and Conditions.

Contract Update dated October 23, 2023:

1. The paragraph entitled **"PAYMENT"** in the Terms and Conditions is deleted in its entirety and the following paragraph is added in its place:

**PAYMENT.** Billing for recurring service fees (the "Service Fees") begins immediately following any applicable promotional period. The Service Fees are set forth in the order confirmation, which is incorporated into this Agreement by reference. The Customer authorizes Company to charge all Services Fees and any other amounts due using the payment method authorized at the point of sale. Service Fees continue until this Agreement is terminated in accordance with the Company's policies. The Customer shall pay all taxes, permits or licenses and any additional fees or charges arising under or in connection with this Agreement. Balances over thirty (30) days may be subject to a monthly finance charge of 1.5% or the maximum allowable by law. The Customer shall reimburse Company all costs of collection, including reasonable attorneys' fees, except where prohibited by law. Company may increase the Services Fees from time-to-time.

2. The paragraph entitled **"TERM & TERMINATION"** in the Terms and Conditions is deleted in its entirety and the following paragraph is added in its place:

Applicable to Terms and Conditions where the Customer purchased and paid for the System:

**TERM & TERMINATION.** This Agreement is effective as of the date you make payment to us or we first render Services to you and continues until terminated in accordance with this Agreement. Company, in its sole discretion, may suspend the Services or terminate this Agreement. The Customer may terminate Services under this Agreement at any time by sending written notification of such termination to Attn: Cancellation 1818 Market Street, Suite 1200 Philadelphia, PA 19103. If you are obligated to return the System to us, we will continue to bill you for Services until we receive the System or exercise our right to charge for the System.

If Customer fails to make any payment due, Company will notify the Customer of the date Services will be terminated. Any such notifications will be delivered to most recent billing address provided by Customer. Once Services are terminated, Company is not liable for any injury or expenses incurred as a result. If Company reactivates the Services, the Customer shall pay, in advance, Company's then prevailing reconnection fee.

Applicable to Terms and Conditions where the Customer did not purchase and pay for the System:

**TERM & TERMINATION.** This Agreement is effective as of the date you make payment to us or we first render Services to you and continues until terminated in

accordance with this Agreement. Company, in its sole discretion, may suspend the Services or terminate this Agreement. The Customer may terminate Services under this Agreement at any time by sending written notification of such termination to Attn: Cancellation 1818 Market Street, Suite 1200 Philadelphia, PA 19103. If you are obligated to return the System to us, we will continue to bill you for Services until we receive the System or exercise our right to charge for the System.

If Customer fails to make any payment due, Company will notify the Customer of the date Services will be terminated. Any such notifications will be delivered to most recent billing address provided by Customer. Once Services are terminated, Company is not liable for any injury or expenses incurred as a result. If Company reactivates the Services, the Customer shall pay, in advance, Company's then prevailing reconnection fee.

Except as may otherwise be limited by applicable law, there is an initial three-month minimum commitment for Service. System returns are dated upon receipt at Company's return center. All returns are assessed a \$50.00 restocking fee. Any unused portion of prepaid monitoring fees beyond the minimum three months will be returned to the Customer upon the Customer's request. If the System is not returned within thirty (30) days following termination of Services, the Customer authorizes the Company to collect a one-time payment of Three Hundred Fifty Dollars (\$350.00) for the cost of the System and accessories using the agreed upon payment method.

3. The paragraph entitled **"ENTIRE AGREEMENT"** in the Terms and Conditions is deleted in its entirety and the following paragraph is added in its place:

**ENTIRE AGREEMENT.** This Agreement, plus any documents incorporated by reference into this Agreement, (i) constitute the entire agreement and understanding concerning the subject matter of this Agreement and incorporated documents and (ii) supersedes all prior discussions, agreements and representations, oral or written. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law provisions.