

## Guardian Wireless Service Contract

### Terms and Conditions

These Terms and Conditions reflect Guardian Wireless most recent contract 01-09-2005. If you signed an agreement with Guardian Wireless prior to that time, You must complete a current version of the guardian wireless contract. If you would like to view a copy of the agreement, contact the Guardian Wireless office using our online [contact form](#), or call toll free 1-800-330-7413

**1. PAYMENTS; TERM; CONSUMER REPORT.** All charges are payable in advance. The monthly monitoring fee includes a preset allotted amount of automated messages and e-mails per month. Subsequent messages are .99 cents per message per month. Our alarm monitoring and notification service fees will begin when the equipment is installed and is operational, and when the necessary communications connection is completed. This Contract will automatically renew monthly unless terminated by either party's written, telephone, or e-mail notice 30 days before the end of the then-current month. If terminated, this Contract ends on the last day of the then current month. There is a \$25.00 fee for subsequent activations after the first user elected deactivation period.

**2. Your early termination of this contract.** You agree that the charges due under this contract are based on your agreement to receive and to pay for the services on a month to month basis.

**3. INCREASES IN CHARGES.** We reserve the right to increase the monthly service charge at any time. In the instance of such increase, you will be notified via e-mail or written notice 30 days prior to the increase.

**4. ADDITIONAL CHARGES.** You agree to pay all false alarm assessments, taxes, fees or other charges of any police or fire department, or any other governmental body. You agree to pay your telephone or signal transmission company charges for local or long distance services.

**5. We are not an insurer.** You will obtain from an insurer any insurance you desire. The amount you pay us is based upon the services we perform and is unrelated to the value of your property or the property of others located in your premises. In the event of any loss or injury to any person or property, you agree to look exclusively to your insurer to recover damages. You waive all subrogation and other rights of recovery against us that any insurer or other person may have as a result of paying any claim for loss or injury to any other person.

**6. No liability; limited liability.** It will be extremely difficult to determine the actual damages that may result from our failure to perform our duties under this contract. You agree that we and our agents, employees, subsidiaries, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly from the services we perform or the systems we provide under this contract. Your sole remedy is your insurance claim no matter how the loss, damage, injury or other consequence is caused, even if caused by our negligence, gross negligence, failure to perform duties under this contract, strict liability, failure to comply with any applicable law, or other fault. You agree that we are not an insurer.

**7. Hold harmless.** In the event any lawsuit or other claim is filed by any other party against us or our agents, employees, subsidiaries, affiliates or parent companies arising out of the services we perform or the systems we provide under this contract, you agree to be solely responsible for, and to indemnify and hold us completely harmless from, such lawsuit or other claim including your payment of all damages, expenses, costs and attorneys' fees. These obligations will survive the expiration or earlier termination of this contract. These obligations will apply even if such lawsuit or other claim arises out of our negligence, gross negligence, failure to perform duties under this contract, strict liability, failure to comply with any applicable law, or other fault.

**8. INSTALLATION.** Our equipment is easily installed. You will be provided with instructions on how to use and install the equipment that Guardian Wireless provides for you. We cannot be held responsible for your failure to follow instructions properly or to comply with our clearly outlined standards for the operation of said equipment.

**9. LIMITED WARRANTY.** Guardian Wireless warrants to the original retail purchaser, that if a Product is found to be defective in material or workmanship, within one (1) year from the date of purchase, Guardian Wireless shall, at its sole and absolute discretion, repair or replace it with a new or reconditioned Product of the same or more recent model in exchange for the defective Product. This limited warranty applies only if proof of purchase is presented at the time a claim is made.

**10. EXTENDED LIMITED WARRANTY.** If you have purchased our Extended Limited Warranty, we will extend the Limited Warranty explained above for the term on a year to year basis. The Extended Limited Warranty will be available in One, Two Or Three year increments. Extended warranty is available upon purchase of the unit or within the last thirty days of the initial warranty term. You must notify us by telephone, e-mail or written notice at least 30 days before the end of the then-current yearly term to sign up for the extended warranty.

**11. WARRANTY EXCLUSIONS.** The limited warranty and, if purchased, the extended limited warranty do not apply if we determine upon inspection that any of the following conditions caused the need for service: A. Damage resulting from accidents, Acts of God, alterations or misuse; B. You fail to properly follow the operating or installation instructions; C. Trouble in a telephone line or due to interruption of power; D. Repairs needing batteries; E. Ordinary maintenance or wear and tear; F. Alterations to your premises; or G. Alterations to the system made at your request, or made necessary by a change to your premises, damage to your premises or the alarm system, or for any other cause beyond our control.

**12. NO OTHER WARRANTIES.** Other than the limited warranty and, if purchased, the extended limited warranty, we make no guaranty or warranty of any kind, including any implied warranty of merchantability or fitness for a particular purpose, with respect to the services we perform or the systems we provide under

this contract. Your exclusive warranty remedy is set forth above. We are not liable to you or any other person for any incidental or consequential damages.

**13. REPAIRS AND PARTS REPLACEMENT.** At your request we will repair or replace the equipment we provided at our current prevailing prices after the Limited Warranty and, if purchased, the Extended Limited Warranty has expired. At your request we will also repair or replace anything excluded from the Limited Warranty and Extended Limited Warranty at our Current prevailing prices.

**14. ALARM MONITORING AND NOTIFICATION SERVICE.** We will provide alarm monitoring and notification services if this Contract includes a charge for such services. (when Available) If you have elected for us to provide Intrusion Alarm or Fire Alarm monitoring services and such an alarm is received at our alarm monitoring center, we will attempt to notify the appropriate police or fire department and the representative(s) you designate. The person(s) identified on your Emergency Contact List are authorized to act on your behalf. You understand that the equipment we provide will not operate with other companies' alarm monitoring equipment. This may prevent you from using such equipment in the event you terminate our services. You understand that local laws, ordinances or policies may restrict our ability to provide the alarm monitoring and notification services described in this Contract. You understand that, upon receiving notification that a fire, intruder, or high water signal has been received by us, the police, fire department or other responding authority may forcibly enter your property.

**15. FAILURE TO PAY CHARGES OR HONOR CONTRACT.** If you fail to make any payment when due or fail to honor any other term or condition of this Contract, we may stop providing the monitoring and notification services. You agree that we have no liability if we stop providing the monitoring and notification services. It is your responsibility to review and update the contact and payment information and make any changes as necessary. If your contact and payment is incorrect resulting in a non-payment you will be assessed a \$25.00 service charge for reactivation of the unit.

**16. SMOKE DETECTOR AND OTHER WARNINGS.** Our smoke detectors and other sensors are battery operated. Batteries can fail. YOU SHOULD REGULARLY INSPECT YOUR SMOKE DETECTORS AND OTHER SENSORS FOR DIRT AND DUST BUILD-UP AND TEST THEM MONTHLY TO MAINTAIN CONTINUED OPERATION. Smoke detectors can significantly help to reduce loss, injury and death. However, no matter how good any detection device is, nothing works perfectly under every circumstance. WE WARN YOU THAT A SMOKE DETECTOR WILL NOT ENSURE THAT YOU WILL NEVER SUFFER DAMAGE OR INJURY. Our monitoring devices require batteries to operate. THESE BATTERY POWERED SYSTEMS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERIES ARE LOW OR DEAD. Your exclusive damage and liability remedies are set forth in paragraph 6 above. We are not liable to you or any other person for any incidental, consequential personal or property damages. You are responsible for maintaining the batteries. WE STRONGLY RECOMMEND THAT YOU CAREFULLY READ THE OWNER'S MANUAL FOR ALL EQUIPMENT. THE OWNER'S MANUAL CONTAINS VERY IMPORTANT INFORMATION SUCH AS OPERATING INSTRUCTIONS AND EQUIPMENT TESTING AND MAINTENANCE PROCEDURES. YOU SHOULD ALSO READ ALL INSTRUCTIONS, WARNINGS AND OTHER INFORMATION ON THE EQUIPMENT ITSELF.

**17. CANCELLATION.** We may, at any time, cancel this Contract at our option at no cost to you if: A. Our monitoring center is destroyed or damaged so that it is impractical for us to continue service; B. We cannot acquire or retain the transmission connections or authorization to transmit signals between your premises and our monitoring center or the applicable fire or police department or other agency; C. You fail to follow our recommendations to repair or replace any defective parts of the system not covered under the Limited Warranty or Extended Limited Warranty, if purchased; D. You fail to follow our operating instructions for the system; or E. We determine that it is impractical to continue service due to the modification or alteration of your premises after installation. If we cancel for any of the reasons stated immediately above, we will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the services already rendered, and for any other charges due, but we will not be liable for damages or subject to penalty as a result of such termination. We may cancel this Contract with or without notice at our option if: A. You fail to pay any monies when due under this Contract; B. You fail to comply with any other term or condition of this Contract. If we cancel for any of the reasons stated immediately above, we will not be liable for damages or subject to penalty as a result of such termination.

**18. ASSIGNMENT.** You may not assign this Contract without our written consent. We have the right to assign this Contract or to subcontract any of our obligations under it without notifying you.

**19. DELAYS.** WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE SYSTEM OR THE PERFORMANCE OF OUR SERVICES, REGARDLESS OF THE REASON, OR FOR ANY RESULTING CONSEQUENCES. WE HAVE NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE, OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, ACT OF GOD, OR ANY OTHER CAUSE BEYOND OUR CONTROL. DURING ANY SUCH SERVICE INTERRUPTION, WE HAVE NO OBLIGATION TO SUPPLY YOU SUBSTITUTE SERVICES.

**20. ELECTRONIC MEDIA.** You agree that we may convert this Contract into an electronic media such as an internet form. You also agree that, in the event of any dispute or litigation, a copy of this Contract produced from any such electronic media may serve as the exclusive original.

**21. ENTIRE AGREEMENT.** THIS CONTRACT CONSTITUTES OUR ENTIRE AGREEMENT. BY AGREEING TO THE TERMS HEREIN AND SUBMITTING YOUR REQUEST FOR SERVICES AND CREDIT CARD NUMBER YOU ADMIT THAT YOU ARE NOT RELYING ON OUR ADVICE OR ADVERTISEMENTS. YOU AGREE THAT YOU AND WE ARE NOT BOUND BY ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, THAT IS NOT INCLUDED IN WRITING IN THIS CONTRACT. THE TERMS AND CONDITIONS OF THIS CONTRACT APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, UNLESS A CHANGE IS APPROVED IN WRITING BY OUR AUTHORIZED REPRESENTATIVE. THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL GOVERN EVEN IF YOU SUBMITTED A PURCHASE ORDER OR OTHER DOCUMENT WITH INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_