

TERMS OF SERVICE



MISSISSIPPI ALARM

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1. Purpose

This Terms of Service and Liability Waiver ("Agreement") governs the relationship between Mississippi Alarm Inc. ("MS Alarm," "we," or "us") and the Subscriber ("you" or "Subscriber") regarding the provision of security and/or fire alarm equipment, installation, and related services. This Agreement is intended to limit MS Alarm's liability and define the Subscriber's responsibilities. Specific terms, including equipment, services, and payment obligations, are detailed in a separate contract.

2. Exculpatory Clause

MS Alarm is not an insurer, and no insurance coverage is offered under this Agreement. The equipment and services provided by MS Alarm are designed to reduce certain risks of loss, but MS Alarm does not guarantee that no loss will occur. MS Alarm shall not be liable for any loss, data corruption, inability to retrieve data, personal injury, or property damage sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether such loss or damage was caused by or contributed to by MS Alarm's negligent performance, failure to perform any obligation, strict products liability, or any other legal duty. Subscriber agrees to look exclusively to their insurer to recover damages and releases MS Alarm from any claims for contribution, indemnity, or subrogation.

3. Limitation of Liability

Should any liability arise on the part of MS Alarm due to negligent performance, negligent failure to perform any obligation under this Agreement, equipment failure, or strict products liability, MS Alarm's liability shall be limited to the greater of \$250.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services provided at the time of loss. Subscriber may increase this liability limit by entering into a supplemental agreement and paying an additional fee. This limitation shall not be construed as insurance coverage.

4. Liquidated Damages

In the event Subscriber suffers damages due to MS Alarm's negligence or failure to perform any obligation, the parties agree that it would be impractical to determine actual damages. Subscriber agrees to accept \$250.00, or the amount specified in Section 3, whichever is greater, as liquidated damages in full satisfaction of MS Alarm's liability. MS Alarm is released from any further liability beyond this amount.

5. Subscriber's Insurance Obligation

Subscriber shall maintain a policy of public liability, property damage, burglary, and theft insurance, naming MS Alarm as an additional insured. Subscriber shall obtain insurance covering 100% of the insurable value of risks the security services are intended to detect (e.g., burglary, theft, fire, smoke). Subscriber and any insurance carrier waive any right of subrogation against MS Alarm or its subcontractors for losses or damages caused by perils intended to be detected by the security services.

6. Indemnity and Waiver of Subrogation

Subscriber agrees to indemnify and hold harmless MS Alarm, its employees, agents, and subcontractors from all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses, alleged to be caused by MS Alarm's performance, negligence, or failure to perform any obligation under this Agreement. There are no third-party beneficiaries to this Agreement. Subscriber and any insurance carrier waive any right of subrogation against MS Alarm or its subcontractors arising out of this Agreement.

7. False Alarms and Permit Fees

Subscriber is responsible for obtaining and maintaining all required alarm permits and paying any associated fees or fines, including those for false alarms. MS Alarm shall not be liable for permit fees, false alarm fines, police or fire department response (or refusal to respond), or any damage to property or personal injury caused by such responses. If police or fire department response is terminated, this Agreement remains in full force, and Subscriber remains liable for all payments.

8. Subscriber's Responsibilities

- **Testing and Maintenance:** The security system is in Subscriber's exclusive possession and control post-installation. Subscriber is responsible for testing the system and notifying MS Alarm if repairs are needed.
- **No Tampering:** Subscriber agrees not to tamper with, remove, or interfere with the security system. Repairs or alterations due to unauthorized intrusion, lightning, electrical surges, or causes other than normal wear and tear are at Subscriber's expense.
- **Utilities:** Subscriber shall provide, at their expense, all necessary 110 Volt AC power, electrical outlets, ARC Type circuit breaker, dedicated receptacle, internet connection, high-speed broadband, telephone hook-ups, or RJ31x Block as deemed necessary by MS Alarm.

9. Installation and Alterations

MS Alarm is authorized to perform necessary actions (e.g., drilling holes, driving nails) for installation, service, or removal of the security system. MS Alarm is not responsible for any condition created by such actions. Subscriber represents that the property owner, if not the Subscriber, authorizes the installation.

10. Limited Warranty

MS Alarm provides a limited warranty for 90 days from the date of installation, covering repairs or replacement of defective parts at no cost to Subscriber, at MS Alarm's option. This warranty excludes batteries, electrical surges, lightning damage, software upgrades, obsolete components, or communication devices no longer supported. MS Alarm is not the equipment manufacturer, and Subscriber must rely on the manufacturer's warranty for additional coverage. MS Alarm disclaims all implied warranties, including merchantability or fitness for a particular purpose.

11. Wireless and Internet Access

Subscriber is responsible for providing high-speed internet access and maintaining communication pathways (e.g., cellular, radio). MS Alarm is not liable for interruptions in service, data transmission failures, or unauthorized access to wireless systems. Subscriber must secure access codes and devices to prevent unauthorized use.

12. Subcontracting

MS Alarm may subcontract services to third parties, who may be independent of MS Alarm. MS Alarm is not liable for losses caused by the negligence of such third parties. Subscriber appoints MS Alarm as their agent for coordinating with subcontractors, but MS Alarm shall not obligate Subscriber to make payments to third parties.

13. Legal Action and Arbitration

Any disputes arising from this Agreement shall be resolved by arbitration before a single arbitrator administered by Arbitration Services Inc. (www.ArbitrationServicesInc.com), at the option of either party, except for claims up to \$1,000, which may be brought in small claims court. Subscriber submits to the jurisdiction and laws of Mississippi, and any litigation or arbitration must occur in the county of MS Alarm's principal place of business. Subscriber waives trial by jury and agrees not to bring claims as a class action plaintiff or member. Any action against MS Alarm must be commenced within one year of the cause of action's accrual. If MS Alarm prevails, Subscriber shall pay MS Alarm's legal fees.

14. Full Agreement and Severability

This Agreement, along with any separate contract specifying equipment and services, constitutes the entire understanding between the parties. It may not be amended except in writing signed by both parties. Subscriber acknowledges no reliance on representations or warranties not included in this Agreement. If any provision is deemed void, the remaining provisions remain in effect.

15. Acknowledgment

Subscriber acknowledges receiving a fully executed copy of this Agreement at the time of signing.