



## SB Comm Inc. Terms of Service

These SB Comm Inc. Support Terms of Service (this "Agreement") govern the relationship between SB Comm Inc. ("SB Comm Inc.", "we", "us", "our", and "your integrator") and you, the person subscribing to our services (in either case, "you", "your"), regarding support services that either we or our authorized provider will perform for you hereunder ("Services").

BY CHECKING THE BOX AND SIGNING UP, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND, AND AGREE TO, THE TERMS OF THIS AGREEMENT.

PLEASE READ THESE TERMS OF SERVICE AND OUR PRIVACY POLICY FOUND BELOW (COLLECTIVELY, THE "AGREEMENT") CAREFULLY BECAUSE THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US BY INDICATING THAT YOU AGREE BELOW, YOU AGREE (1) TO BE BOUND BY THIS AGREEMENT, AND (2) YOU ARE AT LEAST 18 YEARS OLD, AND (3) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND (4) YOU ACCEPT THIS AGREEMENT.

## Provision Of The Services; Fees

We will make the Services available to you pursuant to this Agreement during your relationship and in accordance with applicable laws. We reserve the right to accept management of a new system as described below. This Agreement does not cover projects that are deemed outside the scope of day-to-day services, which will require a separate agreement between the parties.

## The Information You Need

There is no fee for cancelling a membership. Memberships are month-to-month and can be cancelled at any time. There are no refunds of unused portions of a month.

All Advanced Support work is billable.

### **Hourly rates:**

Business hours: 8a-5p Mon-Fri  
Regular Business hour rate: \$100  
Preferred Business hour rate: \$75  
Regular After-hours rate: \$200  
Preferred After-hours rate: \$150

There is a minimum 1 hour charge for all on-site visits, billed in 15 minute increments after that. All on-site billing begins the moment we start traveling to

your location and ends when we leave the site. Advanced remote support is billed in 15 minute increments.

**Support for non-members:**

9-5, M-F in-home support ONLY

If you decline to become a member you will have access to the Advanced Support team in-home only during the hours of 9-5 M-F. No remote support will be provided. All Advanced Support time is billable at the hourly rates shown above and will be invoiced accordingly. Support bandwidth is prioritized for members and therefore there is no guarantee on the response time, both remote and in-home.

**Essentials + Membership:**

24/7 Basic Support with 60 minute response time  
9-5 M-F Advanced Support, no weekends or holidays

**Priority Membership:**

All Essentials + benefits, plus;  
24/7 Basic Support with a 30 minute response time  
Priority Advanced Support 7 Days/Week and holidays  
1-hour response from Advanced Support 9a-10p

**Proactive Membership:**

All Priority benefits, plus;  
Proactive technology monitoring

**Signature Membership:**

All Proactive benefits, plus;  
24/7 Basic Support with 10 minute response time  
30-minute response from Advanced Support 9a-10p

**How to contact support:**

Support Phone - 888-936-3237 Option 1  
Support Email - support@sbcatl.com

**Questions/Changes About Membership:**

Membership Inquiries: membership@sbcatl.com  
Terms of Service: <https://membership.sbcatl.com/terms-of-service>  
Privacy Policy: <https://membership.sbcatl.com/privacy-policy>  
Business Address: 2145 Westside Ct. Suite C Snellville GA 30078

**How to promote the best support experience:**

When you reach out for support, please be prepared to provide details about the nature of the issue and to answer some foundational questions. This will ground the support tech in the situation and help paint a full picture. Being on-site and engaged with the support tech is the best way for us to understand the nature of the issue. The more information and detail we can gather up-front, the better job we can do with troubleshooting and documenting. Spending a few minutes

troubleshooting on the phone with a support tech can save you time and money if an in-home visit is required. The more robust, accurate, and detailed our documentation, the more equipped the support team is to tackle the issue efficiently. This, in turn, may save you billable hours and result in a great support experience.

## General Support Terms.

**SUPPORT EVENT:** A support event is created when an end-user requests support by calling the dedicated support phone number or sending an email to the dedicated support email address as listed above. We may also initiate support events if we notice or discover other problems in the course of resolving an issue or monitoring your system.

**TIME ZONE:** All times listed in this Agreement are local to our headquarters unless otherwise specified.

**SLA:** A service-level agreement (SLA) is an agreement between you and your integrator. This agreement stipulates what services your integrator will furnish and defines the performance standards such as pricing, response time, and deliverables based upon the level of chosen service.

**BUSINESS HOURS SUPPORT:** 9-5, M-F. Access to remote and on-site for members (non-members have access to on-site only). All times are in local time based on the location of the company's headquarters.

**AFTER-HOURS:** 24/7 support is the guarantee that Basic Support will be available 24/7/365 and will respond within the timeframe specified in the SLA for your membership level.

**BASIC TRIAGE:** Any action performed by the Basic Support team that includes but is not limited to asking questions to understand the nature and scope of the issue, collecting background information on the issue or site, and positioning options for technical support.

**BASIC SUPPORT:** The act of remotely exploring the issue, documenting findings, and starting the troubleshooting process. Basic Support contains but is not limited to all actions covered under Basic Triage. Basic Support includes providing guidance to resolve an issue, rebooting devices where possible, and/or providing work-arounds. The Basic Support team will resolve issues to the best of their ability before escalating an issue to the Advanced Support team.

**ADVANCED TRIAGE:** Any action performed after escalation from the Basic Support team that includes but is not limited to acknowledging the issue and communicating next-steps to the end-user, and documenting additional information.

Advanced Triage SLA depends upon whether you choose an optional membership and, if so, which specific membership level you select:

Advanced Triage - Non-members, and Essentials + Members: For both normal and urgent issues, an Advanced Triage response will occur the same business day if the issue is escalated before 3pm on weekdays. If the issue is escalated after 3pm or escalated on the weekend or a holiday, Advanced Triage response is no later than next business day by 12pm.

Advanced Triage - Priority and Proactive Memberships: For normal issues, a response will occur the same business day if the issue is escalated before 3pm on weekdays. If the issue is escalated after 3pm or occurs on the weekend or a holiday, response is next business day by 12pm. For urgent issues, the response is 1 hour if the issue is escalated between the hours of 9am and 10pm. All times are local time for the integrator's closest office.

Advanced Triage - Signature Memberships: For normal issues, a response will occur the same business day if the issue is escalated before 3pm on weekdays. If the issue is escalated after 3pm or occurs on the weekend or a holiday, response is next business day by 12pm. For urgent issues, the response is 30 minutes if the issue is escalated between the hours of 9am and 10pm.

**ADVANCED SUPPORT:** Actions by the Advanced Support team towards resolving a Support Event. This includes, but is not limited to, advanced troubleshooting, remote diagnostics, providing quick-fixes, remote changes/programming, or scheduling and performing an on-site visit.

Advanced Triage SLA depends upon whether you choose an optional membership and, if so, which specific membership level you select:

Advanced Support - Non-members and Essentials+ members:  
For both normal and urgent issues, there is no SLA for response.  
Response will be as quick as possible.

Advanced Support - Priority and Proactive. For normal issues, a response will be prioritized with best effort. For urgent issues, the response is same-day, if escalated before 3pm, 7 days/week. If escalated after 3pm, 7 days/week, the response time is next-day.

Advanced Support - Signature  
For normal issues, a response will be prioritized with best effort. For urgent issues, the response is same-day, if escalated before 3pm, 7 days/week. If escalated after 3pm, 7 days/week, the response time is next-day.

All times are local time for our closest office.

Proactive Monitoring Utilizing a Remote Systems Monitoring (RSM) tool to remotely monitor the health and status of an end-user's system. When an alert is received it triggers a support event and begins the process of Basic Triage and Basic Support.

**SLA:** Proactive Monitoring SLA is a 30-minute response time if the event occurs between the hours of 6am and 10pm EST.

**Urgency:**

Normal: Normal is the default incident level and is applicable to Triage and Support at both Basic and Advanced levels. Events classified as Normal have an SLA of same business day or next business day by 12pm local time for events escalated after 3pm local time the day before.

Urgent: Urgency must be requested in order for an event to qualify for Urgent SLA response times. All events marked Urgent will be escalated to Advanced Support for follow-up based on the SLA's associated with the current

membership level. Urgent SLA's for Essentials and Essentials+ memberships are identical to Normal SLA's for Essentials and Essentials+ memberships.

**Life-Safety:** Life Safety is any incident where the safety of the resident is at-risk. Defining an event as Life Safety is at the discretion of the Basic Support tech. Examples of life safety issues are non-functioning lights, non-functioning heat in winter.

**Monitoring Tool:** Proactive technology monitoring requires external access to the tool that enables this functionality. Your system may already have this capability, but if not a monitoring tool may need to be installed.

**Network Security:** Network security monitoring enables you to be notified when devices on your network are communicating with known threats and also by preventing the data from entering your network. This works by installing a device on your network which blocks access to malicious web sites, apps, and other unsafe content.

## **Membership And Membership Tools**

**Non-member support:** includes the following components and SLA's which are described above: Business Hours Support, Basic Triage, Advanced Triage, Advanced Support (on-site only, no remote support will be provided after your warranty expires)

**Essentials+:** The Essentials + plan includes the following components and SLA's which are described above: After-hours Support, Basic Triage, Basic Support, Advanced Triage Essentials and Essentials +, Advanced Support Essentials and Essentials +.

**Priority:** The Priority Plan includes the following components and SLA's which are described above: After-hours Support, Basic Triage, Basic Support, Advanced Triage Priority and Proactive, Advanced Support Priority and Proactive.

**Proactive:** The Proactive Plan includes the following components and SLA's which are described above: After-hours Support, Basic Triage, Basic Support, Advanced Triage Priority and Proactive, Advanced Support Priority and Proactive, Proactive monitoring.

**Signature:** The Signature Plan includes the following components and SLA's which are described above: After-hours Support, Basic Triage, Basic Support, Advanced Triage Signature, Advanced Support Priority, Proactive, and Signature, Proactive monitoring.

## **Limitations Of Membership.**

Memberships do not cover any parts, warranty-related issues, fees associated with any Advanced Support troubleshooting or Advanced Support labor, travel charges, any past-due balances or any other billable event.

We and related third parties shall use reasonable efforts consistent with prevailing industry standards to maintain the safety and security of your system. We cannot guarantee the safety and security of your system in any way, including but not limited to the security of your network/data when using our

Network Security service. Please see the section below named Warranties and Disclaimers and additional section Limitation of Liability for further detail.

### **Types of Service Incidents**

**Normal:** Normal is the default incident level and is applicable to Triage and Support at both Basic and Advanced levels. Events classified as Normal do not guarantee any response above "best effort" except for Advanced Support triage on a Priority or Proactive plan which has an SLA of the same business day or next business day by 12pm local time for events escalated after 3pm local time the day before.

**Urgent:** Urgency must be requested in order for an event to qualify for Urgent SLA response times. All events marked Urgent will be escalated to Advanced Support for follow-up based on the SLA's associated with the current membership level. Urgent SLA's for Essentials + memberships are identical to Normal SLA's for Essentials and Essentials + memberships.

**Life-Safety:** Life Safety is any incident where the safety of the resident is at-risk. Defining an event as Life Safety is at the discretion of the Basic Support tech. Examples of life safety issues are non-functioning lights, non-functioning heat in winter.

### **Hourly Rates**

Business Hours - Hourly rate for business hours is listed above for both business hours and after-hours.

Travel during both business hours and after-business hours may be billed at the standard business hourly rate or higher.

### **Hours of Operations.**

Business Hours - Our business hours are listed above under the Information You Need.

**After Hours:** Defined as any time outside of our normal business hours. All bank holidays are treated as after-hours

**Availability:** Advanced Support response times are generally dependent on client availability. Client must be available to provide permission and/or access if required.

### **Basic Triage for non-members**

Please note: non-member clients have access to Basic Triage only, not remote support. Access to remote support requires an optional membership.

Response Time: 30-minutes to triage all phone calls and emails received at our support phone or support email address.

### **Basic Remote Support for Essentials +, Priority, and Proactive Members**

Availability: 24/7/365 for all Essentials +, Priority, and Proactive members.

Response Time: 30-minutes to all phone calls and emails received at our support phone or support email address.

### **Basic Remote Support for Signature Members**

Availability: 24/7/365 for all Signature members.

Response Time: 10-minutes to all phone calls and emails received at our support phone or support email address.

### **Advanced Support for non-members**

Availability: 9a-5p Mon-Fri. No holiday support. On-site only (no remote support will be provided after your warranty expires).

Response Time: Subject to availability.

### **Advanced Support for Essentials + Members**

Availability: 9a-5p Mon-Fri. No holiday support.

Response Time: Subject to availability

### **Advanced Support for Priority, Proactive, and Signature Members**

Availability: 9a-10p 7 days/week, 365 days/year for Urgent issues.

Normal issues: Receive the same response as Advanced Support for Essentials and Essentials + Members.

**Urgent Issues for Priority, and Proactive members:** Advanced Support will respond within 1 hour between the hours of 9am-10pm EST with follow-up support no later than same-day if escalation from Basic Support occurs before 3p. Advanced Support follow-up will occur no later than next day if escalation from Basic Support occurs after 3p.

**Urgent Issues for Signature members:** Advanced Support will respond within 30 minutes between the hours of 9am-10pm EST with follow-up support no later than same day if escalation from Basic Support occurs before 3p. Advanced Support follow-up will occur no later than next day if escalation from Basic Support occurs after 3p.

### **Support Exceptions for Non-Members**

In certain cases, the membership requirement for access to remote support and other membership support benefits may be waived. These support event exceptions include but are not limited to events that meet the following criteria:

- Local ordinances: Events that require support due to local ordinances, for example, life-safety codes surrounding monitored security systems.
- Severe nuisances: Events that are causing significant disruption to the livability of the home, for example, beeping alarm panels preventing sleep.
- Safety issues: Events that may cause harm to the residents such as the inability to turn on lights or control the heat in the winter.

### **Limitations of Service and Support**

Technology we have installed: We reserve the right to limit our support to just the technology we have installed and where the technology was not modified without our knowledge.

Technology we did not install: We do not cover technology we did not install. In some cases, we will provide support for technology we did not install, but only where we have explicitly agreed to support the technology. In order to support an outside system, we will charge for any and all on-site time required to

understand, document, modify or otherwise familiarize ourselves with your system. This will be Advanced Support, and therefore billable.

**Maintaining reliable internet connection to the home:** A reliable home internet connection is required for remote access and troubleshooting. It is the homeowner's responsibility to maintain an account in good standing. Without remote access, support will be limited. In the event of a power outage or system outage, a network provided by a wireless carrier (3G, 4G, LTE, 5G) does not count as and cannot replace a home internet connection.

**Passwords:**

As a matter of practice, we do not manage your passwords for personal accounts (Apple IDs, Netflix, etc). We reserve the right to offer password and account management as part of our service offerings, but those elements are not included in the standard membership packages.

For any personally identifiable information we obtain as part of setup, configuration, or on-going management of your accounts, we will follow best-practices to keep that information safe. We use reasonable administrative, logical, physical and managerial measures to safeguard your personal information against loss, theft and unauthorized access, use and modification. Unfortunately, no measures can be guaranteed to provide 100% security. Accordingly, we cannot guarantee the security of your information.

**Utility Management:** We will not manage any utility accounts (cable, internet, phone, wireless) as part of the existing relationship or as part of membership plans. We reserve the right to offer this service in the future.

**Proactive Monitoring:** Our Proactive monitoring may be limited to systems, technologies, components, and networks that natively integrate with our monitoring technology. There are many manufacturers and ecosystems and we are not able to monitor all of them. Examples of systems we cannot monitor are cable boxes, HVAC systems, personal tech, or any device or device class that does not utilize standard TCP/IP protocol and is not visible as an IP device on your home network.

**Appliances and Non-Technology:** When possible, we will monitor the connection to auxiliary, third-party, and other fully-independent systems, but not the systems themselves. For example, we may be able to see if your HVAC system falls off the network, but we will not be able to troubleshoot or reboot that system. We may be able to interact with the thermostat, but that is where the support ends.

**Personal Technology:** We do not currently support personal technology. We reserve the right to utilize your personal tech as it pertains to providing support under the purview of this relationship, but we will not support the personal tech itself under our existing membership plans and structure.

**Additional Limits:** Basic support is limited to what we can access remotely or what the client feels comfortable helping with remotely.



There is no refund or recourse if we do not respond within the stated SLA. Missing SLA is not a breach of contract.

All guarantees are intended as promises made in good faith. The failure to deliver on any guarantee such as response times, providing advanced support, or providing access to support does not carry any recourse, financial or otherwise.

Remote Systems Management Platform (Proactive Monitoring Device):

A remote systems management (RSM) platform is a physical device on your home network that allows both Basic Support and Advanced Support to monitor the health of your network, a connection to the public internet, compatible IP devices on your network, and to interact with remote-enabled devices on your network.

Network Monitoring Device

A network monitoring device is a piece of hardware that is installed on your network and may sit between the router and all of the devices on the network so that all traffic is routed through this device. This device enables a service to validate all sources of incoming data packets against a known list of unsafe servers. If there is a match then the data will not be permitted to pass through to intended recipients on the network.

Our Advanced Support team has access to everything we installed and/or are given credentials to access everything we installed. The Advanced Support team is able to see the status of all devices on the network that are compatible with and configured to work with the RSM tool. If they have the correct credentials, they can connect directly to the end device and access data on that device.

Our Basic Support team has limited access to devices on the network and is only able to see the status of the device (online, offline, etc.) Basic Support does not have access, cannot take control, and is unable to directly interact with any data or systems through the RSM tool.

Remotely Accessible PDU's with Troubleshooting Tool.

Remotely Accessible PDU's (Power Distribution Units), when coupled with a Troubleshooting Tool, can be a powerful tool for remote support. This combination can often allow us to remotely reboot a device in an attempt to resolve the issue. Not all devices have this capability, nor are all devices connected to a remotely accessible PDU. Whenever possible, we will use this toolset to resolve issues and do not require permission to reboot devices in an attempt to resolve issues. We will not be held responsible nor accountable for any costs associated with any damage, reprogramming, repair, or other negative effect caused from rebooting devices.

Our Proactive membership requires a troubleshooting tool to be installed in the home. The device must be configured properly in order for us to get the most utility out of the tool. Any change to the network, devices, systems, components

or any other aspect of the home network may require additional configuration which is subject to standard hourly billing rates. If you sign up for Proactive and do not have a troubleshooting tool, you will need to purchase one. Contact membership email to schedule the purchase and installation of this tool.

### **Contingencies of Services.**

Any implied or expressed warranty, guarantee, or agreement will be voided if for any reason the "the system" is manipulated by any third party. In some cases, we will guarantee support for technology we did not install, but where we have explicitly agreed to support the technology. In order to support an outside system, we will charge for any and all on-site time required to understand, document, modify or otherwise familiarize ourselves with your system. We must be your only smart-home support provider.

### **Additional Terms.**

Warranties, guarantees, memberships, contracts, and/or any other agreement will be immediately voided if another smart-home integrator provides any service to your systems, components, networks, devices, or hardware of any kind. We are your sole source for support for these systems and any unauthorized work will immediately void all agreements and understandings. For any warranty-related questions or concerns, please reference your original contract or project agreement.

Memberships are non-transferrable. If you sell or move from your home, the membership travels with you and does not stay with the home. It is your responsibility to update us of any change of status, including a new address.

A membership is required for each unique home. Multiple buildings on the same property each require their own membership and cannot be combined into a single membership.

Commercial (multiple properties, business site): Commercial properties with multiple locations will require a unique membership per location. Not all locations must be covered at the same level, but each must have a unique membership for tracking and ticketing purposes. Commercial institutions with multiple sites on a single location (eg. multiple conference rooms in the same building) do not require a unique membership per room. Your membership level must be sufficient to cover the number of support events per month.

Basic Remote Support access included in all memberships up to one support event/month. At our discretion, we reserve the right to raise prices if there is more than one event/month over a 3 month period.

A breach of security, either internal or external to your network, is not our responsibility and we cannot be held liable for any breach. Even if you have network security monitoring and we use state-of-the-industry technology and prevailing standards to minimize the likelihood of a breach, we cannot guarantee the safety and security of your network.

## **What is not supported?**

We do not support the troubleshooting or rebooting of third-party systems that may or may not connect to the network such as pool control systems, HVAC systems, security systems etc.

We do not support Personal technology. We may, from time to time, utilize some of your personal technology as part of troubleshooting or a work-around, but we do not service or support Personal technology nor can we be held accountable for any negative effects or damage to Personal technology caused as a result of any action associated with troubleshooting or utilizing that tech as a workaround.

Computers, mobile devices, hotspots, tablets, phones, wearable tech, and all other forms of personal tech are not supported or covered under any membership, contract, warranty, or guarantee either expressed or implied. Unapproved devices that gain access to your network and cause harm are not covered and we cannot be held responsible in case this event occurs.

Appliances. Unless specified in a separate agreement, we will not be responsible for the troubleshooting, maintenance, operation of or connection to the home network for home utility appliances including but not limited to stoves, ovens, dishwashers, refrigerators, coffee makers or any other smart kitchen or industrial appliance that may be connected to the home network.

This does not constitute a warranty, though a separate warranty may include these services. Warranties may or may not include any maintenance, labor or repair or replacement policies outside of the express warranty provided by the manufacturer or as part of another warranty offering.

## **Billing Policies.**

Advanced Support is billable in 15-minute increments. All Advanced Support fees will be invoiced in arrears. All memberships are month-to-month and require no service contract or commitment. Membership fees are billed every month with the credit card provided, on the date of the month of your original sign-up. If the credit card on file is denied, we will attempt to process the payment again 3, 7, and 10 days after the initial failed payment. If the 10-day process fails, your membership will be cancelled until the overdue balance is paid and all benefits of your prior membership will be inactivated.

Hourly charges and expenses incurred during the course of providing advanced support service will be invoiced once a Service Request has been solved or transitioned into an additional project. Projects, as determined by your Service Manager, may be billed separately per their own agreement. There are no refunds for payments made on memberships. All sales are final.

## **Cancellation.**

No notice is required to cancel a membership. There is no fee for cancelling a membership. Memberships are month-to-month and can be cancelled at any time. There are no refunds for unused portions of a month. To cancel, simply contact support through any of the approved support channels. Signing up for a paid plan to get same-day support is fine, but cancelling within 3 months violates

the spirit of membership. If this occurs more than once, we may cancel service entirely and/or charge a \$1,000 fee any time this occurs.

### **Billing Practices.**

Any unpaid balance will be charged 1.5% interest per month on the outstanding balance beginning 30 days after payment is due. To change your billing CC, contact support through any of the approved support channels and they can help update the card on file. Upon updating with a valid card, the past due amount will be immediately collected to zero out the balance.

Prices increase annually. We may increase both new and existing membership fees at will. Any increase to existing membership fees will be communicated at least 30 days prior to a change taking effect. We may increase hourly rates at any time without providing advance notice. It is the responsibility of the home owner to confirm hourly pricing before requesting Advanced Support which will result in billable time.

### **End-User Responsibilities.**

Contact info must be updated by the client. Email, phone number, address and other important contact information must be up-to-date in our systems in order to provide service. It is your responsibility to inform us if any of your important contact information has changed. Home address: If you move to a new residence, your membership can be transferred to the new home. However, please see "Limitations of Support" as this may apply to your new home if we did not install the technology. Any on-site time to familiarize and document will be charged at the appropriate hourly rate. If we are unable to service your new system or if you choose a new smart-home integrator as your primary service provider, it is your responsibility to cancel your membership. This can be done by calling the support phone or by using the Billing Portal for your membership

**How to Upgrade/Downgrade your Membership?** Please contact the support team by email to request a change to your membership. If signing up for a membership, a CC will be required to complete the transaction.

**How to promote the best support experience?** Provide detail when you reach out for support. Be on-site and able to interact and engage with the tech in your home. Be prepared to start with answering foundational questions to ground the support tech in the situation and help paint a full picture. The more information and detail we can gather up-front, the better job we can do troubleshooting and documenting. Give us five minutes of your time to troubleshoot so our Advanced Support, if necessary, can be more efficient. Robust, detailed, and accurate documentation means that when Advanced Support is required, they are more equipped to tackle the issue and are more efficient in doing so. This, in turn, may save you billable hours since you spent the extra time on the phone with basic so the team could document the issue and ask the important questions.

**How do I terminate the relationship with my Integrator?** You may cancel your membership at any time. In order to end your relationship with your integrator, please call the main number and speak to someone on the sales team.

**How do I keep my network safe?** Although you can never guarantee network safety, you can minimize your risks by not clicking on suspicious links, not opening emails you find suspicious, not visiting known suspicious sites or downloading and installing any unapproved applications, and by not allowing untrustworthy devices to access your network. Taking basic, common-sense precautionary measures can decrease the likelihood of compromising the integrity and security of your devices and network.

### **Marketing preferences / communication preferences.**

If you no longer want to receive certain communications from us via email or text message, simply click the "unsubscribe" link in any promotional email or call the support number and let the support agent know you no longer wish to receive electronic communications. We do not offer any method to opt-out of text messages at this time. Please note that you cannot unsubscribe from certain email correspondence from us, such as messages relating to your account transactions.

### **Security.**

We implement security safeguards designed to protect your data, such as HTTPS. We regularly monitor our systems for possible vulnerabilities and attacks. However, we cannot warrant the security of any information that you send us. There is no guarantee that data may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. We use Enterprise-grade tools which enable us to maintain compliance with all financial and regulatory rules surrounding the use and processing of credit cards and other personally identifiable information (PII). We do not store credit card numbers in our systems.

### **Contacting Us.**

If you have general questions about your account or how to contact Customer Service for assistance, please call the support number. For questions specifically about this Privacy Statement, or our use of your personal information, cookies or similar technologies, please contact us by emailing us at the support email address. You can also write to us at our business address, marked Attention: Privacy. Please note that if you contact us to assist you, for your safety and ours we may need to authenticate your identity before fulfilling your request.

### **Your Data.**

"Your Data" means all electronic data or information submitted by you to or through the Services or Software, and all derivatives thereof. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, and our use of Your Data is governed by our Privacy Policy, the current version of which can be found at the URL listed in Information You Need.

## **Your Use Of The Services.**

You will use reasonable efforts to prevent unauthorized access to or use of the Services, and notify us promptly upon learning of any such unauthorized access or use, use the Services only in accordance with our user guide and all applicable laws and government regulations, and comply with the terms of service of any Third Party Applications with which you use Services. You may not (a) make the Services available to, or use any Service for the benefit of, anyone other than yourself and users within your household, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services, or (c) interfere with or disrupt the integrity or performance of the Services or Third Party data contained therein.

## **Third Party Products And Services.**

Use of Third Party Products, Applications, and Services. "Third Party Products, Applications, and Services" means web-based, mobile, offline, online or other applications, products, and services provided by a third party. We may from time to time use Third Party Products, Applications, and Services or make Third Party Products, Applications, and Services available to you, such as implementation, customization, and other consulting services. By signing this Agreement, you authorize Us to engage with Third Party Products, Applications, and Services to provide the Services described in this document.

Third Party Products and Services and Your Data. If you enable Third Party products and services for use with Services, you acknowledge that we may allow providers of those Third Party products and services to access Your Data as required for the interoperation of such Third Party products and services with the Services. We are not responsible for any disclosure, modification or deletion of Your Data resulting from any such access by a Third Party Application or its provider. You may allow a Third Party service provider to use or access the Services solely for purposes of providing products or services for you, provided that such service provider has contractually agreed to maintain the confidentiality of the Services under terms no less restrictive than as set forth in the rest of this document, and you are responsible and liable for such service provider's compliance with the terms of this Agreement governing such use.

Below is a partial list of Third Party Privacy Policies which, upon accepting This Agreement, are included in This Agreement:

Integration with Third Party Products and Services. The Services may contain features designed to interoperate with Third Party products and services (e.g., email, text messaging, or customer relationship management applications). To use such features, you may be required to obtain access to such Third Party products or services from their providers or to grant us access to your account(s) on such Third Party products or services. We cannot guarantee the continued availability of such Service features, and may cease providing them without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party product or service ceases to make the Third Party product or service available for interoperation with the corresponding Service features in a manner acceptable to us.

Third Party Terms and Conditions. Certain components of the Services may be provided by Third Parties and are subject to separate terms and conditions. You must agree to those terms and conditions before accessing or using such Third Party products, and you must comply with such terms and conditions. We may modify, remove or replace such Third Party products or components from time to time.

## **Fees.**

**Automatic Renewal.** By purchasing Services, you authorize us to charge the stated Services fee amount, and any applicable sales, telecommunication, excise or similar taxes, to the payment method that you provided at the time of purchase or activation. You also authorize Us (ourselves or through our payment processor) to charge the then-current Services fee amount, and any applicable sales, telecommunication, excise or similar taxes, at the end of your membership. The Services fee is exclusive of any applicable federal, state, municipal taxes or duties. The Services will automatically renew at the beginning of each month unless you terminate Services prior to expiration of the then-current month. At the time of renewal, We (or through our payment processor) will charge the credit card you provided to us, unless you provide us with an alternate credit card prior to expiration of the then-current month.

**Invoicing and Payment.** You must provide us with valid and updated credit card information, and you authorize us to charge such credit card for all Services for the upcoming month and any renewal month. Such charges will be made monthly on the first of the month. Any invoice charges are due within 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.

**Overdue Charges.** If any charges are not received from you by the due date, then, at our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) we may condition future membership renewals on payment terms shorter than those specified in Section 21.b (Invoicing and Payment).

**Suspension of Service and Acceleration.** If any amount owing by you under this Agreement is 30 or more days overdue (or 14 or more days overdue in the case of amounts you have authorized us to charge to your credit card), we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and/or suspend our services to you until such amounts are paid in full. We will give you at least seven days prior notice that your account is overdue, in accordance with Section 27.a (Manner of Giving Notice), before suspending services to you.

We reserve the right to work with 3rd party agents (agents) who may, on our behalf or on your behalf, purchase hardware either as a reseller or as an end-user. Items purchased as a reseller may result in the applicable taxes being passed on to you, or may be covered by us or the agent where appropriate. The appropriate sales (or other) tax for items purchased where sales tax (or use tax

etc) is paid at the time of the purchase may or may not be included in an invoice to you or to Us from the agent. Where appropriate, the correct taxes will be passed onto you.

### **Proprietary Rights.**

Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, we reserve all rights, title and interest in and to the Services, and our proprietary platform that we use to provide the Services (including software, hardware, firmware, and all other applications and technology), and all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

License to Your Data and Applications. You grant us, our contractors, and approved Third Party Products, Applications, and Services a worldwide, limited-term license to host, copy, transmit and display Your Data, and any Third Party Applications created for you using a Service or for use by you with the Services, as reasonably necessary for us to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, we acquire no right, title or interest from you or your licensors under this Agreement in or to any of Your Data or Third Party Application.

License to Use Feedback. You grant to us and our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into our and/or our Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by you or Users relating to our or our Affiliates' products and services.

### **Confidentiality.**

Definition of Confidential Information. "Confidential Information" means all confidential information that you may disclose to us, or that we may disclose to you, in connection with this Agreement. The party disclosing Confidential Information is the "Disclosing Party", and the party receiving Confidential Information is the "Receiving Party". Confidential Information may be exchanged orally or in writing, and may be either designated as confidential, or reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes, but is not limited to, Your Data; our Confidential Information includes, but is not limited to, the Services and the terms and conditions of this Agreement and all Order Forms. However, Confidential Information (other than Your Data) does not include any information that (a) is or becomes generally known to the public without breach by the Receiving Party of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to receipt from the Disclosing Party, and without breach of any obligation owed to the Disclosing Party, (c) is received by the Receiving Party from a Third Party, without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party as demonstrated by its records kept in the ordinary course, and without use of the Disclosing Party's Confidential Information.

Protection of Confidential Information. The Receiving Party must (a) use the same degree of care to protect the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own confidential or proprietary



information (but in no event less than reasonable care), (b) not use the Disclosing Party's Confidential Information for any purpose outside the scope of this Agreement, and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to the Disclosing Party's Confidential Information to those of the Receiving Party's and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed agreements with the Receiving Party protecting the confidentiality of the Disclosing Party's Confidential Information containing protections no less stringent than those herein. You may not disclose the terms of this Agreement or any Order Form to any Third Party other than in confidence to your Affiliates and your legal counsel and accountants (or similar advisors), and you will remain responsible for their compliance with this section.

**Compelled Disclosure.** The Receiving Party may disclose the Disclosing Party's Confidential Information if it is compelled by law to do so, provided it notifies the Disclosing Party in advance of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the Disclosing Party's request and expense, if the Disclosing Party wishes to contest the disclosure. If we are compelled by law to disclose your Confidential Information as part of a civil proceeding to which you are a party, and you are not contesting the disclosure, you will reimburse us for our reasonable cost and expense incurred in compiling and providing secure access to your Confidential Information.

### **Warranties And Disclaimers.**

**Your Warranties.** You represent and warrant that (a) you have validly entered into this Agreement and have the legal power to do so, and (b) you will comply with all applicable local, state, national and international laws, treaties, regulations and conventions in connection with your use of the Services, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data.

**Disclaimer.** EXCEPT AS MAY BE EXPRESSLY WARRANTED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT ANY ASPECT OF THE SERVICE: (I) WILL OPERATE ERROR-, BUG- OR DEFECT-FREE, OR IS FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES; (II) IS SUITABLE FOR YOUR PARTICULAR INDUSTRY OR INTENDED USE; (III) WILL COMPLY WITH LAWS OR REGULATORY GUIDELINES THAT ARE APPLICABLE TO YOU; OR (IV) WILL BE TIMELY, COMPLETELY SECURE OR UNINTERRUPTED.

### **Limitation Of Liability.**

**Exclusion of Damages.** IN NO EVENT WILL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER,

BUSINESS INTERRUPTION OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Indemnification. IN NO EVENT WILL WE, ONEVISION, OR ANY THIRD PARTY PRODUCT, SERVICE, OR APPLICATION BE HELD LIABLE FOR ANY ACTION SHORT OF GROSS MISCONDUCT OR NEGLIGENCE.

Limitation of Liability. IN NO EVENT WILL OUR LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EXCEED THE AMOUNTS PAID BY YOU TO US DURING THE 3 MONTHS PRECEDING THE CAUSE OF ACTION. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

### **Term And Termination.**

This Agreement commences on the date you accept it and continues until your membership is cancelled or this Agreement is terminated. Either party may terminate this Agreement for any reason or no reason at any time without obligation to notify the other party. Your payment obligations, this sentence, and Sections 22 (Proprietary Rights), 23 (Confidentiality), 24 (Disclaimer), 25 (Limitation of Liability), 27 (Notices, Governing Law and Jurisdiction) and 28 (General Provisions) will survive any termination or expiration of this Agreement. Our remedies are cumulative, and our exercise of a remedy is without prejudice to our other available remedies.

### **Notices, Governing Law And Jurisdiction**

Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder must be in writing and will be deemed to have been given upon: (a) personal delivery, (b) the seventh business day after mailing, (c) the second business day after sending by confirmed facsimile, (d) the second business day after sending by overnight commercial courier, or (e) the first business day after sending by email (provided email will not be sufficient for notices of termination or an indemnifiable claim). Notices to us must be addressed to Our business address, Attn. Legal, with a copy to our Legal Department, and notices to you will be addressed to the contact designated by you through the ordering process.

Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state of Georgia, without regard to conflicts of law rules. Each party irrevocably agrees that the federal and state courts located in Georgia shall have jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-

contractual disputes or claims). Each party irrevocably submits to such jurisdiction and irrevocably waives any objections based on inconvenient forum. Notwithstanding the foregoing, each party shall have the right to seek (i) equitable relief pursuant to Section 12.11, and (ii) the enforcement of judgments, in any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

## **General Provisions.**

**Export Compliance.** The Services, other technology we make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list.

**Relationship of the Parties.** The parties to this Agreement are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties.

**No Third-Party Beneficiaries.** There are no third party beneficiaries to this Agreement except certain of our licensors and suppliers are third-party beneficiaries of this Agreement and have the right to enforce this Agreement against you.

**Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure therefrom, will in any event be effective unless it is in writing and signed by the parties hereto, and then such amendment, modification, waiver or consent will be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**Invalidity; Severability.** If any term or provision of this Agreement should be declared invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement will be unimpaired and the invalid, illegal or unenforceable term or provision will be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.

**Legal Fees.** If either party employs lawyers to enforce any rights arising out of or relating to this Agreement, the prevailing party will recover its reasonable legal fees, costs and expenses from the non-prevailing party.

**Force Majeure.** We will not be in default of this Agreement or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from any cause beyond our reasonable control.

**Assignment.** Neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred by you, directly or indirectly, by operation of law or otherwise, without our prior written consent (which consent may not be unreasonably withheld). We may assign, delegate, transfer and/or subcontract our rights or obligations under this Agreement without requiring your consent.

**Entire Agreement.** These Terms of Service and our Privacy Policy constitutes the entire agreement between you and Us, and supersedes all prior and

contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter herein. We reserve the right to

Equitable Relief. The parties acknowledge that any breach or threatened breach of any of the terms and/or conditions set forth in Sections 22 (Proprietary Rights) and 23 (Confidentiality) of this Agreement may result in substantial, continuing and irreparable injury to the non-breaching party for which the non-breaching party may not be adequately compensated by monetary damages alone. Therefore, the parties agree that, in addition to any other remedy that may be available to the non-breaching party, the non-breaching party will be entitled to seek injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of this Agreement, without needing to post a bond.

Section Headings. The section headings used herein are for convenience only and shall not affect the interpretation of any provision of this Agreement.

We will update this Terms of Service from time to time in response to changing legal, regulatory, operational, or any other business requirements. We will provide notice of any such changes (including when they will take effect) in accordance with law and if the revision, in our sole discretion, is material. Your continued use of the service after any such updates take effect will constitute acceptance of those changes. If you do not wish to accept any updates to this Terms of Service, you may cancel your use of the service. To see when this Terms of Service was last updated, please see the "Last Updated" section below.

PLEASE PRINT THESE TERMS OF SERVICE FOR YOUR RECORDS.

**Last Updated: May, 2021**