

TERMS AND CONDITIONS APPLICABLE TO SECURITY SYSTEM SERVICE

1. The Customer understands that Telecom Associates d/b/a Comporium (hereinafter "Company") will provide monitoring services upon the Terms and Conditions set forth herein at the request of the Customer and Midcontinent Communications® (Midco®). The Company is in the business of providing monitoring services for customers who have electro-protective systems at their homes, places of business, and other locations. Customer understands that in order for Company to provide its services, it needs to have on record basic information from Customer. The Customer acknowledges it.
2. Customer acknowledges it has or will contract with Midco for the installation of a protective system at a property owned or occupied by Customer. In connection with this installation, Customer has requested monitoring services.
3. The Parties agree the Company's sole and only obligation under this Agreement is to monitor signals received by means of the electro-protective system installed by Midco and located on the property listed by Customer and to respond to trouble signals when received. The Company, upon receipt of a trouble signal, shall make every reasonable effort to transmit the notice of the signal to the police, fire, or other authorizes and to the contact list of names and phone numbers provided by the Customer to the Company.
4. This Agreement may be suspended or canceled at any time at the Company's option should the protective equipment on the property of the Customer become so substantially disabled or damaged that further service is impracticable, or if the rendering of such service is not possible by reason of strike, riot, floods, fires, interruption of communications services, Acts of God, or any other cause beyond the control of Company and Midco.
5. The Customer acknowledges the only obligation of the Company is to monitor the signals from the Customer's electro-protective system and respond to the signals when received. The Company will make reasonable effort to notify the authorities listed in the Notifications part of the Agreement.
6. Customer understands the signals from the electro-protective system, which Company will monitor, are transmitted to Company via telephone and Internet lines as well as wireless communications, all of which Company has no control. Customer understands and agrees Company cannot be responsible for any monitoring during periods when these means of transmission are interrupted for whatever reason.
7. Customer understands the signals from the electro-mechanical device are transmitted for monitoring either through the hard-wired data lines or, as a backup, the wireless cellular network. When the backup wireless cellular network is utilized, Customer understands the signals may not be reliable due to various conditions, including but not limited to, atmospheric conditions, geography, weak or lost cellular signals, or complete cellular outage.
8. Neither the Company nor Midco shall be responsible for delays in the response time or failure to respond by any authorities or individuals notified by the Company according to Customer's instructions and list in the Agreement.
9. Customer understands that although the Company is paid to monitor the system, it cannot guarantee that loss or damage cannot occur. The Company and Midco are not insurers against loss or damage. The Customer is encouraged in all instances to make his or her own insurance arrangements.
10. Customer agrees that in no event shall the Company or Midco be liable for any consequential damages. Company and Midco disclaim any and all implied warranties of merchantability and fitness for a particular purpose. The only warranties applicable will be those agreed to by the Parties in a signed written agreement.
11. Customer agrees that if he/she does not make payments in a timely manner, the service may be disconnected. If there is a disconnection for any reason, monitoring and reporting will discontinue as of the disconnection date and time. Company and Midco cannot and will not be responsible for any events that occur after the disconnection.
12. Customer agrees to pay any outstanding balances on purchased equipment if Midco SmartHOME services are cancelled prior to the conclusion of the scheduled payment term.
13. This Agreement shall be governed by the laws of the state in which the electro-protective device is in service.