

**NEXT SECURITY, LLC**  
**TERMS AND CONDITIONS**

**THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

**BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.**

**YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH NEXT SECURITY, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.**

These terms and conditions (these "Terms") apply to the purchase and sale of products and services through <https://nextsecuritycorp.com> (the "Site"). These Terms are subject to change by Next Security LLC (referred to as "us", "we", or "our" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms before purchasing any product or services that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

1. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us, or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.
2. Prices and Payment Terms.
  - a. All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and your order confirmation email. We strive to display accurate price information, however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

- b. We may offer, from time to time, promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.
  - c. Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before we accept an order. We accept American Express, Apple Pay, Discover, Mastercard, Paypal, Venmo, and Visa for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.
3. Shipments; Delivery; Title and Risk of Loss.
  - a. We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order.
  - b. Title and risk of loss pass to you upon our transfer of the products to the carrier/delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.
4. Returns and Refunds. Please visit our "Policies" page at the following link for further details on our return policy and procedure: <https://nextsecuritycorp.com/pages/policies>. To return products, you must obtain a Return Merchandise Authorization ("RMA") number before shipping your product. No returns of any type will be accepted without an RMA number.

You are responsible for all shipping and handling charges on returned. You bear the risk of loss during shipment. All returns made within 30 days after you receive the product are subject to a 5% restocking fee. If you return a product more than 45 days after you received it, then the return is subject to a 20% restocking fee.

5. Manufacturer's Warranty and Disclaimers. We do not manufacture or control any of the products or services offered on our Site. Unless specifically stated otherwise in these Terms or on our Site, the availability of products or services through our Site does not indicate an affiliation with or endorsement of any product, service, or manufacturer. However, Next Security is an authorized dealer for the following manufacturers: Mircom, Potter, Cooper Wheelock, Gentex Corporation, Macurco, and Hochiki.

The products and services offered on our Site are not covered by the manufacturer's warranty. Accordingly, Next Security offers a one-year warranty on products sold on our Site, effective from the order shipment date. Once confirmed that any defective in a product is a manufacturer's defect, rather than an installation defect, our warranty provides full replacement of all units in an order. We also reserve the right to verify the serial numbers on the returned products.

6. Reviews. Some consumer reviews, endorsements, or testimonials on our website or other platforms (such as Google), may be incentivized by sweepstakes or giveaway entries. Consumers are not guaranteed any prizes, payment, discounts, free products/services, or other special

privileges or treatment. Consumers simply receive sweepstakes entries in exchange for an honest review of Next Security LLC's products and customer service.

7. Sweepstakes and Giveaways.

- a. Eligibility. Any sweepstakes or giveaway run by us is only open to those who enter in-person at our Doral location (2263 NW 102<sup>nd</sup> Place, Doral, FL 33172). The sweepstakes or giveaway is open to the legal residents of the United States of America and is void where prohibited by law. Employees of Next Security LLC and their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in any sweepstakes or giveaways. The sweepstakes or giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.
- b. You are not guaranteed to win a prize and your chance of winning is dependent on the total number of eligible entries received. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Next Security LLC. No cash or other prize substitution permitted except at our discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and local taxes shall be the sole responsibility of the winner. Acceptance of prize constitutes permission for us to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. By participating, you agree to be fully unconditionally bound by these terms, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Next Security LLC, as final and binding as it relates to the content.

8. Limitation of Liability. **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**

**OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.**

The limitation of liability set forth above shall : (i) only apply to the extent permitted by law and (ii) not apply to (A) liability resulting from our gross negligence or willful misconduct and (B) death or bodily injury resulting from our acts or omissions.

9. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays



affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

10. Governing Law and Jurisdiction. This Site is operated from the United States. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

11. Dispute Resolution and Binding Arbitration.

- a. YOU AND NEXT SECURITY ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

- b. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

- c. You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR NEXT SECURITY WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

12. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.
13. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Next Security.
14. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.
15. Severability. If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.
16. Entire Agreement. These Terms, any order confirmations, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.
17. Notices.
  - a. To You. We may provide any notice to you under these Terms by (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.
  - b. To Us. To give us notice under these Terms, you must contact us as follows: (i) by email to [info@nextsecuritycorp.com](mailto:info@nextsecuritycorp.com). We may update our email for notices to us by posting a notice on the Site. Notices provided by email will be effective one business day after they are sent.