

TERMS AND CONDITIONS OF SALE

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION

1. The following terms and conditions shall apply to the purchase by Subscriber (“you”, “your”, “Customer” or the “Subscriber”) of a security and/or alarm system, consisting of equipment and related accessories (“Equipment” or “System”) and any interactive and/or alarm monitoring service (the “Service” or “Services”) from Comporium Inc. (“Company”). These terms and conditions of sale create a binding contract between you and Company (the “Agreement”). This Agreement expressly limits your acceptance to these terms and conditions. Any change to these terms and conditions must be in writing signed by an authorized signatory of Company. By ordering any Equipment or Services you acknowledge that you have read and understand the Agreement and agree to be bound by the terms thereof.
2. **ALARM MONITORING SERVICE.** If Subscriber purchases alarm monitoring Services, Company or its Supplier will monitor signals from Subscriber’s System (except for self-monitored Equipment, including but not limited to the Equipment set forth in Section 2.1 below) for twenty-four hours per day seven days per week. If an alarm signal is received from monitored Equipment, Company shall use all reasonable efforts to create two-way voice communication by telephone with an emergency contact provided in writing by the Subscriber to the Company, failing which, or if directed by the contact, Company or its designee shall use all reasonable efforts to dispatch the appropriate emergency authorities. Subscriber agrees to notify Company of Subscriber’s disposition with regards to any signal within twenty-four hours. This Section 2 contains Company’s sole monitoring and response obligations.
 - 2.1. **SELF-MONITORED SYSTEM/EQUIPMENT. SUBSCRIBER ACKNOWLEDGES AND UNDERSTANDS THAT SELF-MONITORED SYSTEMS AND CERTAIN EQUIPMENT, INCLUDING BUT NOT LIMITED TO VIDEO CAMERAS, DOORBELL CAMERAS AND HOME AUTOMATION EQUIPMENT (INCLUDING LIGHTS, LOCKS, THERMOSTATS) ARE NOT MONITORED BY COMPANY AND COMPANY WILL NOT DISPATCH EMERGENCY AUTHORITIES OR PROVIDE EMERGENCY NOTIFICATION OR ANY OTHER VERIFICATION SERVICES COMMONLY PROVIDED WITH SECURITY ALARM SYSTEMS.**
 - 2.2. **Limitation of Technology.** Subscriber understands and agrees that for the Services and System to operate properly, Subscriber is required to maintain broadband (“Internet”) (with a level minimum of 512 kbps) and adequate cellular service. Inherent in this System is a failure when the Subscriber’s Internet and/or cellular service fails or there is an interruption in service. In this event, the System and any Services provided hereunder will likewise be interrupted. Subscriber understands and agrees that Company does not control or guarantee either Internet service or cellular coverage. Subscriber also understands and agrees that broadband (Internet) at Subscriber’s location may be wireless and is dependent on what is commonly called wireless local area network. Anytime Subscriber’s wireless local area network is non-operational, the Services and System will likewise be non-operational.
 - 2.3. **System Communication.** Subscriber understands that (a) the System communicates over Internet; (b) Internet service is maintained and serviced solely by the applicable provider; (c) such transmission may be affected by faulty or failed equipment, weather conditions, power outages, upgrade or maintenance work, or other interruptions in service; and (d) any such conditions or changes made to the required transmissions may disrupt communications to or from the System. In some cases, Company may be aware of ongoing issues and may contact you regarding the issue so that it may attempt to resolve the issue; in other cases, Company may not be aware of these sort of transmission issues. In such as case, you understand that it is your responsibility to notify Company. **YOU AGREE TO COOPERATE WITH COMPANY TO RESOLVE ANY ISSUES WITH YOUR SYSTEM AND THAT IF YOU DO NOT CONTACT COMPANY OR RESPOND TO ATTEMPTS BY COMPANY TO ADDRESS THE ISSUE, YOUR SYSTEM MAY NOT OPERATE AS INTENDED, SIGNALS FROM THE SYSTEM MAY NOT BE TRANSMITTED, RECEIVED AND/OR MONITORED, EMERGENCY AUTHORITIES MAY NOT BE DISPATCHED, AND NOTIFICATION AND OTHER VERIFICATION SERVICES MAY NOT BE PROVIDED.**
 - 2.4. **Licenses, permits and compliance with law.** Subscriber shall comply with all applicable federal, state and local laws, statutes, regulations and ordinances required for installation, use or monitoring of the System and the provision of Services. If the law in your area requires that you hold a license or permit for the installation, use or monitoring of the System, you agree to maintain such a license or permit and to provide Company with the applicable license or permit number upon Company’s request.
 - 2.5. **Remote and Wireless Access.** The Services may include certain remote viewing, access and control features and functionality, including through the use of a Supplier provided mobile application or website. The ability of those features and functionality to work with the System and Services will be dependent upon various factors, some of which may be outside the control of Company, including, but not limited to, faulty equipment or software, faulty transmission systems, limitations inherent in wireless services, power outages, and other factors. Company is not liable if Supplier applications and related features and functionalities fail to work. Access to the Services via wireless device is dependent upon the capabilities in your wireless device and network. Company shall not be liable for issues arising from your access to the Services via a wireless device. Your access to Services from your wireless device is subject to your agreement with your wireless carrier. You are responsible for reviewing and responding to any signals transmitted by the System which are sent to your wireless or other devices, including, but not limited to, contacting emergency authorities directly if you believe that an emergency condition exists.
3. **SYSTEM/EQUIPMENT.** All security Equipment purchased and paid for by Subscriber belongs to the Subscriber, and you do not need to return it to Company at the end of any applicable term. Company may change the equipment required for use of Services provided hereunder, at any time, in its discretion, and may require the removal of Equipment purchased hereunder and/or the installation of new or additional equipment for the continued use of Services and/or the System. **YOU UNDERSTAND THAT SOME EQUIPMENT MAY NEED TO BE REPLACED, AT YOUR COST, SO THAT THE SYSTEM AND SERVICES CONTINUE TO OPERATE AS INTENDED. YOU ACKNOWLEDGE THAT IF YOU DO NOT RESPOND TO COMPANY’S RECOMMENDATIONS, YOUR SYSTEM MAY NOT OPERATE AS INTENDED, SIGNALS FROM THE SYSTEM MAY NOT BE TRANSMITTED, RECEIVED AND/OR MONITORED, AND NOTIFICATION AND OTHER VERIFICATION SERVICES MAY NOT BE PROVIDED.**
 - 3.1 **Interactive Services Required.** To obtain full functionality of the Equipment and/or System(s) purchased hereunder, including but not limited to certain remote viewing, access and control features, including through the use of Supplier provided mobile applications or websites, Customer will need to subscribe to interactive Services or purchase a Service package that includes interactive Services. Upon termination of

the interactive Services provided hereunder, continued functionality of the System and Equipment will require Customer to subscribe to or obtain the same or similar interactive services through one or more third party providers, which may require Customer to purchase additional services and/or additional software, firmware and/or equipment. **INTERACTIVE SERVICES DO NOT INCLUDE ALARM MONITORING SERVICES. ALARM MONITORING SERVICES MUST BE PURCHASED SEPERATELY.**

- 3.2 **Supplemental Smoke Detector(s) (If Any).** To the extent Company provides any fire or smoke protection Equipment to you, such Equipment is intended to be supplemental and is not intended to replace any primary fire alarm systems in the premises. Company recommends that you have and maintain a primary fire alarm system from a licensed provider that satisfies building code and fire protection requirements in your area in addition to any supplemental smoke detector(s) you purchase from Company. You are responsible for determining whether your fire/smoke alarm system complies with applicable building code and fire protections requirements in your area, and ensuring that any such system is tested on a weekly basis and working properly.
- 3.3 **Limited Warranty.** Company agrees to repair or replace at its option any Equipment which, within (1) one year of purchase, is defective due to faulty materials or workmanship. Thereafter, Subscriber shall be responsible for all repair or replacement costs, including labor and material costs, related to the Equipment.
4. **DISCLAIMER OF WARRANTIES.** Company does not represent or warrant that the Services or System may not be compromised or circumvented or that the Services or System will prevent any personal injury, loss of life, or property loss or damage or that the Services or System will in all cases provide the notification which is intended, and the Subscriber has not relied upon any such representation or warranty. The Subscriber acknowledges that any affirmation of fact or promise made by Company or its agents, servants or employees, shall not be deemed to create an express warranty unless included in this Agreement in writing. The limited warranty set forth in Section 3.3 shall not cover defective Equipment that results from use or installation of the Equipment by Subscriber in a manner not in compliance with the Company's or the manufacturer's written instructions or industry standards. **COMPANY MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, EQUIPMENT, SYSTEMS OR LICENSED SOFTWARE PROVIDED HEREUNDER. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT, SYSTEMS OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, EQUIPMENT, SYSTEMS OR LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.**
- 4.1 **Additional Equipment Disclaimer.** Subscriber acknowledges that Company representative has presented the availability of additional equipment, systems and protections which are available from Company and others for additional charges, but Subscriber has decided not to request or contract for such additional equipment, systems or protections.
5. **MONTH-TO-MONTH SERVICE TERM; CHARGES/FEES.** The Services provided hereunder shall continue on a month-to-month basis until terminated by Subscriber or Company. You agree to pay all charges, fees and expenses associated with the Services and Equipment, including false alarm charges, third party charges, and applicable federal, state and local taxes, permitting and regulatory fees. Subscriber agrees that upon termination of Services, Subscriber shall pay Company in full for the Service fees through the end of the then current monthly service period.
6. **MEDICAL AND/OR FALSE ALARM CHARGES.** In the event of an alarm, Subscriber does hereby authorize Company to seek to notify emergency responders and attempt to obtain assistance. To the extent that any fees or costs result from such notification (such as, without limitation, medical expenses, ambulance charges, false alarm fines, etc.), Subscriber and/or its insurer shall be obligated for and agrees to pay and hold Company harmless for any and all costs and expenses. Subscriber acknowledges its obligation to prevent or reduce false alarms. If there are repeated false alarms at the premises, Company may terminate Services provided under this Agreement. If Company notifies Subscriber of a malfunction which results in repeated false alarms, Subscriber will disconnect the Equipment/System until the malfunction is repaired or replaced. This may result in an interruption of Services and possible additional cost to Subscriber.
7. **BINDING NATURE.** THE TERMS AND PROVISIONS ON ALL PAGES OF THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT AND ARE BINDING ON COMPANY AND SUBSCRIBER. ALL TERMS AND CONDITIONS ON ALL PAGES SHOULD BE READ CAREFULLY.
8. **ANCILLARY EQUIPMENT AND CHARGES.** The Subscriber agrees to supply and pay any charges for 24-Hour 110-volt circuit as required to power the System and the appropriate communications services or other equipment necessary to operate the System. Company shall not be responsible for any costs for parts and/or labor associated with adapting the Subscriber's internet communications service and equipment for use with the System.
9. **BATTERY-POWERED DEVICES / SUBSCRIBER'S TESTING OBLIGATION.** Some of the Equipment, such as motion detectors, smoke detectors, thermostats, door and window contact transmitters, and other detection sensors may be battery-powered and not connected to the electrical system of the premises. Such detection sensors require batteries to operate. **THESE BATTERY-POWERED DEVICES WILL NOT OPERATE IF THE BATTERIES ARE LOW OR DEAD.** You are responsible for maintaining and replacing the batteries in these battery-powered devices and you should regularly inspect and test all Equipment weekly to ensure that the System is operating properly and in accordance with your preferences. It is solely the Subscriber's responsibility to test the operation of the Equipment used in the operation of the System. **COMPANY STRONGLY RECOMMENDS THAT YOU READ THE OWNER'S MANUAL FOR ALL EQUIPMENT AND LEARN ABOUT ITS FUNCTIONALITY. THE OWNER'S MANUAL CONTAINS VERY IMPORTANT INFORMATION SUCH AS OPERATING INSTRUCTIONS AND EQUIPMENT TESTING AND MAINTENANCE INFORMATION. YOU SHOULD ALSO READ ALL INSTRUCTIONS, WARNINGS AND OTHER INFORMATION ON THE EQUIPMENT ITSELF.**
10. **DELAYS AND FAILURES.** Company assumes no liability for delays or interruption of Services due to strikes, riots, floods, fires, acts of God, pandemics, mechanical or electrical equipment failures or any cause beyond the control of Company. Company may terminate the provision of Services if it cannot maintain transmission privileges and shall not be liable for any damages or penalties as a result of such termination. Company may also cancel this Agreement, without prior notice, in the event its central operating station is destroyed or damaged by a catastrophe and it is impracticable to continue or restore service.

11. **TERMINATION.** Company shall have the right to terminate Services provided hereunder, in whole or in part, upon giving (10) days written notice to Subscriber if any of the following occurs: (i) Subscriber violates any part of this Agreement, (ii) Subscriber fails to pay all fees or charges when due, (iii) Subscriber abandons or sublets the premises where Services are provided or (iv) upon written notice to Subscriber for any other reason or for no reason. Any Sections herein that by their nature should survive the termination of Services, shall survive and be enforceable after termination of Services.
12. **RELEASE FROM LIABILITY AND WAIVER OF SUBROGATION.** Subscriber hereby waives, releases, discharges and agrees to hold Company, its directors, officers, employees and agents harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance whether said claim is made by Subscriber or by any other party claiming under or through Subscriber, including any insurer, by way of subrogation or otherwise.
13. **INDEMNIFICATION FROM THIRD PARTY ACTION.** In the event any person not a party to this Agreement, including Subscriber's insurance company, shall make any claim or file any lawsuit against Company, its officers, employees or agents ("Indemnities") for any reason whatsoever, including, but not limited to, the operation or non-operation of the Equipment and/or Services, Subscriber agrees to indemnify, defend and hold the Indemnities harmless to the maximum extent allowed by law from any and all claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees whether these claims and lawsuits are based on alleged intentional conduct, active or passive negligence or strict or product liability on the part of the Indemnities.
14. **FORCIBLE ENTRY.** If Subscriber purchases alarm monitoring Services, Subscriber acknowledges consent for emergency responders, including but not limited to fire, law enforcement and emergency medical personnel contacted by Company to enter the premises, with force, if necessary. Subscriber does hereby release Company from any and all liability whatsoever as a result of said forcible entry.
15. **LIMITATION OF COMPANY'S LIABILITY.** IT IS UNDERSTOOD THAT COMPANY IS NOT AN INSURER OF PERSON, LIFE, LIMB OR PROPERTY AND THAT ADEQUATE INSURANCE COVERING PERSONAL INJURY, LIFE AND PROPERTY LOSS SHALL BE OBTAINED BY THE SUBSCRIBER AS A CONDITION OF THIS AGREEMENT. **SUBSCRIBER ASSUMES ALL RISKS FOR ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR ANY PROPERTY UNDER ANY CIRCUMSTANCES. SUBSCRIBER UNDERSTANDS THAT THE SERVICE IS INTENDED TO REDUCE, BUT NOT ELIMINATE, CERTAIN RISKS.** COMPANY IS BEING PAID FOR PROVIDING A SYSTEM DESIGNED TO PROVIDE NOTICE OF THE OCCURRENCE OF CERTAIN EVENTS. THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE EQUIPMENT AND THE SERVICE, AND TAKE INTO CONSIDERATION THE PROTECTIONS AND LIMITING CONDITIONS AFFORDED TO COMPANY UNDER THIS AGREEMENT. COMPANY AND THE SUBSCRIBER ACKNOWLEDGE THAT THE AMOUNTS BEING CHARGED BY COMPANY ARE NOT SUFFICIENT TO GUARANTEE IN ANY WAY THAT NO LOSS OR DAMAGE WILL OCCUR AND THAT COMPANY IS NOT ASSUMING RESPONSIBILITY FOR ANY PERSONAL INJURY, LOSS OF LIFE, OR PROPERTY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO COMPANY'S NEGLIGENT PERFORMANCE OR WHICH MAY ARISE DUE TO THE FAULTY OPERATION OF THE SYSTEM, THE FAILURE OF SERVICES OR THE FAILURE TO PERFORM SAID SERVICES. **COMPANY AND SUBSCRIBER HEREBY AGREE THAT IF, NOTWITHSTANDING THE ABOVE PROVISIONS, THERE SHOULD ARISE ANY LIABILITY WHATSOEVER ON THE PART OF COMPANY, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, IT IS AGREED THAT SUCH LIABILITY SHALL BE LIMITED TO ONE THOUSAND DOLLARS (\$1,000).** THIS SUM SHALL BE COMPLETE AND EXCLUSIVE AND SHALL BE PAID AND RECEIVED AS AN EXCLUSIVE REMEDY AND NOT AS A PENALTY. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, BUT IS NOT LIMITED TO: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION OF LIABILITY ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE AND ATTORNEYS' FEES. IN THE EVENT THAT THE SUBSCRIBER WISHES COMPANY TO ASSUME A GREATER LIABILITY, THE SUBSCRIBER MAY OBTAIN FROM COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONED TO THE INCREASE OF SAID POTENTIAL LIABILITY, BUT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD OR CONSTITUTE COMPANY AS AN INSURER. ANY REQUEST BY THE SUBSCRIBER FOR A HIGHER LIMIT SHALL BE GIVEN TO COMPANY IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED AND SHALL BE ENFORCEABLE AGAINST COMPANY ONLY IF MEMORIALIZED IN A SEPARATE WRITTEN AGREEMENT SIGNED BY SUBSCRIBER AND A DULY AUTHORIZED REPRESENTATIVE OF COMPANY.
16. **THIRD PARTY SUPPLIERS OF EQUIPMENT AND SERVICES - LIMITATIONS OF LIABILITY.** At its sole discretion, Company may use one or more subcontractors, suppliers, vendors or licensors (collectively, "Suppliers") to provide Services, Equipment, Systems and other services. Subscriber agrees and acknowledges that such Suppliers are not insurers and agrees the provisions **for RELEASE FROM LIABILITY AND WAIVER OF SUBROGATION, INDEMNIFICATION FROM THIRD PARTY ACTION and LIMITATION OF COMPANY'S LIABILITY** as set forth in this Agreement shall apply for the benefit of all Suppliers, their directors, officers, employees and agents as fully as if they had been specifically named herein in place of "Company" throughout. To the extent permitted by law, the limitations of liability set forth in this Agreement shall apply to the products and services that our Suppliers provide, and shall apply to them and protect such Suppliers in the same manner as it applies to and protects Company. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY THIRD PARTY SUPPLIER BEING RELIED UPON TO PROVIDE SERVICES TO YOU, OR ITS AFFILIATES OR CONTRACTORS, AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN COMPANY AND ANY SUPPLIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT ANY THIRD PARTY CELLULAR OR BROADBAND SERVICE PROVIDER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.
17. **ASSIGNMENT.** It is specifically agreed that the Subscriber shall not be permitted to assign this Agreement without prior written consent of Company and any assignment without such consent shall be without effect and shall be deemed a breach of this Agreement. Company shall have the right to assign this Agreement to any other company engaged in a business similar to that of Company and upon such assignment shall be relieved of any obligations created herein.
18. **DISPUTE RESOLUTION.** Subscriber agrees to attempt to resolve all disputes with Company informally before resorting to arbitration. Subscriber agrees to notify Company of any dispute within fourteen (14) days of discovery by calling Company's customer service department or an account representative. If Company does not resolve Subscriber's claim within fourteen (14) days of receiving notice, Subscriber may pursue the claim through binding arbitration as described in this Section. **INSTEAD OF SUING IN COURT, SUBSCRIBER AND COMPANY AGREE TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF OR IN ANY WAY RELATE TO: (1) THIS AGREEMENT; (2) ANY OTHER AGREEMENT(S) WITH COMPANY; OR (3) THE SERVICES, EQUIPMENT OR SYSTEM PROVIDED BY COMPANY. YOU AND COMPANY EACH AGREE THAT ANY ARBITRATION WILL BE SOLELY BETWEEN SUBSCRIBER AND COMPANY (NOT BROUGHT ON BEHALF OF OR TOGETHER WITH OTHER INDIVIDUAL CLAIMS). ARBITRATION SHALL BE INSTITUTED BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN ROCK HILL, SOUTH CAROLINA, BEFORE A SINGLE**

ARBITRATOR. IF FOR ANY REASON ANY COURT (AFTER APPEAL) OR ARBITRATOR HOLDS THAT BINDING ARBITRATION IS UNENFORCEABLE, THEN OUR AGREEMENT TO ARBITRATE WILL NOT APPLY AND THE DISPUTE MUST BE BROUGHT IN STATE OR FEDERAL COURT IN THE STATE OF SOUTH CAROLINA. IF SUCH A DISPUTE IS BROUGHT IN COURT, SUBSCRIBER AND COMPANY AGREE THAT ANY LITIGATION WILL BE CONDUCTED BEFORE A JUDGE AND NOT BEFORE A JURY. TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES NOT TO BRING ANY CLASS ACTION LAWSUIT AGAINST COMPANY OR ANY SUPPLIER OR TO BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING. TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES THAT NO ARBITRATION DEMAND OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES, EQUIPMENT OR SYSTEM PROVIDED HEREUNDER SHALL BE BROUGHT OR FILED BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. ALL COSTS AND FEES OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES.

- 19. GENERAL TERMS.** This Agreement shall be governed by the laws of the State of South Carolina, without giving effect to its rules of conflict of laws. This Agreement constitutes the full understanding by and between the parties hereto and may not be amended or modified except in writing and signed by both parties. If any provision or part of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as if such invalid or unenforceable provision had never appeared herein. Subscriber agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Subscriber also agrees that copies of this Agreement from such electronic format are legally equivalent to the original for any and all purposes. Faxed or other electronically generated signatures and initials are binding on the parties as if they are the originals.