

TERMS OF USE

Effective Date: April 7, 2017

IMPORTANT: PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE REGISTERING AN ACCOUNT OR USING THE MOMENTUM WEBSITE OR PRODUCTS. This Agreement is between you (sometimes referred to as “you,” or “your”) and Apollo Technology, Inc. (“we”, “us”, “our”, or “Momentum”).

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE PRODUCT AND SERVICES (INCLUDING THE SITES), YOU ARE ACCEPTING AND AGREEING TO THESE TERMS, INCLUDING OUR PRIVACY POLICY, ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO AGREE TO THESE TERMS ON YOUR BEHALF OR THE ENTITY THAT YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE TO USE AND ACCESS THE SERVICES AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF USE, YOU SHOULD IMMEDIATELY DISCONNECT THE PRODUCTS FROM YOUR ACCOUNT AND CEASE USING THE SERVICES OR ACCESSING THE SITES. EACH TIME YOU ACCESS OR USE THE WEBSITE, PRODUCTS, OR SERVICES, YOU ARE AGREEING TO BE LEGALLY BOUND BY THIS AGREEMENT, SO PLEASE REVIEW THIS AGREEMENT PERIODICALLY FOR ANY CHANGES OR UPDATES THAT WE MAY MAKE FROM TIME TO TIME.

YOU ARE CONSENTING TO THE AUTOMATIC SOFTWARE UPDATE OF THE PRODUCT AND SERVICES. IF YOU DO NOT AGREE, YOU MUST NOT USE AND/OR IN CERTAIN CIRCUMSTANCES MAY NOT BE ABLE TO CONTINUE TO ACCESS THE PRODUCTS OR SERVICES.

THERE ARE IMPORTANT LIMITATIONS OF THE SERVICES, PARTICULARLY IN CONNECTION WITH LIFE SAFETY, EMERGENCY SERVICES AND RELIABILITY, CONTAINED IN THE TERMS OF USE. PLEASE READ THESE DISCLOSURES CAREFULLY AS YOU ARE ACKNOWLEDGING AND ACCEPTING THEM

1) OUR AGREEMENT

- a) **Momentum System**. Momentum provides this website (the “**Site**”) and related products and services (collectively, our “**Services**”) to allow you to monitor and/or control various aspects of your home (your “**Premises**”) through our proprietary software and technology, updates, enhancements, and modifications (our “**System**”). Our Services also include all content we provide on the Site or on Mobile Apps (defined below) (the “**Content**”), our products and equipment (the “**Equipment**”), and instructions and help files (“**Documentation**”), and may include the availability of mobile applications (“**Mobile Apps**”) for you to download and use on handheld devices and tablets (“**Mobile Devices**”). Depending on what you decide to purchase, your Equipment may include cameras (stand

alone and integrated into other devices), garage door controllers, and other Momentum offered devices.

- b) **Your License**. Subject to the terms and conditions of this Agreement and, if applicable, payment of Fees, Momentum hereby grants you a non-exclusive, non-transferable limited license to access and use the System. You may only use the System and Equipment for your own personal needs. You may print only enough copies of Documentation for your personal needs. You may not do anything else with any Content, such as re-publish, rent or sell any of the Content yourself. Momentum and marks and logos used on the Site or Services are trademarks owned by us. Use of the Site or Services does not grant you any rights to use any trademark, service mark, or logo displayed on the Site or Services.
- c) **License Restrictions**. The Mobile App and Product software and/or firmware (“Software”) is licensed to you. You only have the non-exclusive right to use the Software and Documentation in accordance with this agreement. You may not modify the Software or the Product which contains the Software or the Documentation. You will not reverse engineer, disassemble, decrypt or decompile the Product or the Software. You may not use the Product or the Software in any manner not set forth in this agreement. You may not use the Products or Software for any unlawful purpose and/or in any manner which breaches this agreement.
- d) **Data**. Our System has the capability to allow you to monitor and store video footage using your Momentum camera or other data storage using other Momentum devices. If you decide to do so, you may create certain “rules” to allow for the creation of videos and still images of your Premises. You may also access the cameras in real time to watch a streaming video or to record a video or capture an image on demand. Video and images that are captured or recorded are stored in our System, and are covered by our Privacy Policy. Any videos, images, or information provided by you in your account or via the Equipment, or provided to you by the System or Equipment, is owned by Momentum. Once your account is closed, or if you have not paid any applicable Fees, you will not be able to access any videos, images or information stored on our System. **MAKE SURE YOU PRINT OR DOWNLOAD INFORMATION YOU WANT TO KEEP. MOMENTUM IS NOT RESPONSIBLE FOR PROVIDING ANY COPIES OF INFORMATION DURING OR AFTER YOUR USE OF THE SYSTEM OR SERVICES.**

Changes to this Agreement. This Agreement is the entire agreement between us relating to the System and Services, and no other verbal or written statements change the terms of this Agreement. **No additional statements outside the terms of this Agreement, including, without limitation, statements regarding capacity, suitability for use or performance, whether made by employees of Momentum or otherwise, is a warranty or promise by Momentum, and we have no responsibility or liability for any such statements.** We may change this Agreement and our Privacy Policy at any time and without notice. Any changes to this Agreement or our Privacy Policy will apply immediately upon posting on the Site. If you have previously registered an account, Momentum may notify you about the changes via the

email address you provided for your Account, but is not obligated to do so. However, you understand that you must check this Agreement periodically for changes. The most current version of this Agreement can be reviewed at <http://www.momentumcam.com/> **YOUR CONTINUED USE OF THE SERVICES AFTER CHANGES ARE POSTED TO THIS SITE OR THE MOBILE APPS CONFIRM YOU HAVE AGREED WITH THE CHANGES.**

2) YOUR USE OF THE MOMENTUM SYSTEM

2.1 Your User Account.

- a) To use the Services, you must register for an account and provide certain information about yourself. You can register for an account on the Site or the Mobile App by providing your name and other information requested. You can add personal information into your user account profile, but it is not required. If you add personal information into your profile, the information stays there until you change or remove it.
- b) You are responsible for providing correct and current information that applies only to you. You are responsible for keeping your email address current and notifying us of changes. You certify that you are at least 18 years of age.
- c) You are responsible for any information you upload to the Site or the Mobile App. You will not knowingly upload any infections, viruses, worms, Trojan horses, or other code that could be harmful to the Site, the Mobile App, or our computer systems.
- d) **You are responsible to keep your user name and password secret. Anyone with access to your user name and password will be able to access your account. It is your responsibility to change your password periodically and if you think your security has been compromised. You agree to notify Momentum immediately of any unauthorized use, or suspected unauthorized use, of your Account.**
- e) **Momentum and its third party service providers cannot guarantee that unauthorized third parties will never be able to defeat our security practices or access and use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.**
- f) You are responsible for signing out of your account appropriately to prevent others from seeing your information. Use the LOGOUT button to close your account and prevent others from seeing your personal information, including if you share a computer or Mobile Device with someone else, or use a computer in a library or other public place.
- g) **YOU UNDERSTAND AND AGREE (1) THAT HOW YOU USE THE SYSTEM AND SERVICES (INCLUDING ANY DOCUMENTATION, EQUIPMENT, CONTENT, OR OTHER MATERIAL OR INFORMATION YOU GET FROM US) IS YOUR OWN DECISION AND AT YOUR OWN RISK, AND (2) WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, MOBILE**

DEVICE, OR FOR ANY DATA YOU LOSE, THAT RESULTS FROM YOUR DOWNLOAD OF ANY CONTENT OR MATERIAL FROM THE SITE OR THE MOBILE APPS. WE DO NOT GUARANTEE THAT FILES OR OTHER MATERIALS AVAILABLE THROUGH THE SYSTEM, THE SITE, OR THE MOBILE APPS WILL BE FREE OF INFECTIONS, VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT COULD BE HARMFUL TO YOUR COMPUTER OR MOBILE DEVICE.

2.2 Your Use of the Mobile App

- a) You may access and use the Mobile Apps for your personal needs and under the terms of this Agreement and any terms required to download the Mobile Apps. You must provide the Mobile Device and other equipment and wireless connections to access the Mobile Apps at your own expense. The terms of your contract with your wireless or mobile network provider (“**Mobile Provider**”) will continue to apply when using the Mobile Apps. Your Mobile Provider may charge you fees for your use of the network connection services while accessing the Mobile Apps, for data downloading, email, text messages, roaming, and other Mobile Provider or third party charges. **YOU ACCEPT SOLE RESPONSIBILITY FOR ALL MOBILE PROVIDER FEES OR MOBILE APPS PROVIDER FEES.**

- b) When you access Mobile Apps on your Mobile Device, Momentum may obtain information from your Mobile Provider about the type of Mobile Device you are using. We may use this information to notify you of features and products that may be available on your Mobile Device. Certain features of the Mobile Apps may require our collection of the phone number from your Mobile Device. We may link that phone number to the Mobile Device identification information.

- c) Some Mobile Providers use technology that tracks the physical location of Mobile Devices using their service. Depending on your Mobile Provider, we may automatically receive this information. We may use this information as part of the Services. We may also recommend additional products you can purchase in your location to enhance the Services, based on how you use the Services and your current set of Equipment. You agree that we may use and store this information to provide location-based services, including location-targeted advertising. You may choose to turn off your Mobile Device location data collection within your Mobile Device’s Location Services settings. This may disable any features that use this data.

- d) When using Mobile Apps as part of the Services, you agree that you will NOT:
 - i) make and distribute copies of the Mobile Apps;
 - ii) try to copy, change, reverse engineer, disassemble, decompile, derive the source code of, decrypt, transfer, frame, exchange, or translate the Mobile Apps;
 - iii) create derivative works of the Mobile Apps;

- iv) install, use or allow the Mobile Apps to exist on more than one Mobile Device at a time without separate downloads of the Mobile Apps, each of which is individually governed by this Agreement;
 - v) distribute or link the Mobile Apps to multiple Mobile Devices or other services; or
 - vi) make the Mobile Apps available over a network or allow access or use by multiple Mobile Devices or users at the same time.
- e) You understand that the Mobile Apps are provided over the internet and mobile networks, so the quality and availability of the Mobile Apps may be affected by factors outside our control. We do not guarantee that the Mobile Apps will be compatible or operate with your Mobile Provider's service plans, or with any particular Mobile Devices or other piece of hardware, software, equipment, or device you install on or use with your Mobile Devices. We are not responsible if the Mobile Apps are unavailable, or for any difficulty or inability to download or access content, any compatibility or interoperability issues, or any communication system failure which may result in the Mobile Apps being unavailable. We do not provide support or maintenance for the Mobile Apps.
- f) Momentum may, from time to time, make updates, upgrades, firmware fixes, bug fixes and other modifications to improve the performance of the Products, System or Services. We may automatically install these without providing notice or receiving your consent. You acknowledge that you consent to automatic updates. If you do not wish to receive automatic updates you must terminate your account and discontinue the use of the Services.
- g) The Mobile Apps may allow you to store your log-in credentials on your Mobile Devices, so that you can automatically log in each time you open the Mobile Apps. If someone else has access to your Mobile Device (e.g., through theft), the automatic log-in feature will allow that person to have access to your Mobile Apps account. **IF YOUR MOBILE DEVICE IS LOST OR STOLEN, YOU MUST CONTACT YOUR MOBILE PROVIDER IMMEDIATELY TO PREVENT THE UNAUTHORIZED USE OF THE MOBILE APPS. YOU ARE RESPONSIBLE FOR ANY OF OUR DAMAGES THAT RESULT FROM UNAUTHORIZED ACCESS TO THE MOBILE APPS.**

2.3 Your Use of the Momentum System and Equipment.

- a) **IT IS YOUR RESPONSIBILITY TO COMPLY WITH ALL LAWS AND REGULATIONS THAT APPLY TO THE OPERATION, ACCESS, OR USE OF THE SYSTEM AND EQUIPMENT.**
- b) You are responsible for buying, installing, and maintaining the equipment and telecommunication services you need to access, operate, and utilize the System and the Equipment. You must maintain the Equipment as instructed in the Documentation ensure proper operation. The Equipment requires that it be connected to an "always on" Internet connection. **FOLLOW ALL INSTRUCTIONS AND READ ALL WARNINGS IN THE DOCUMENTATION CAREFULLY.**

- c) If you have questions or concerns regarding the Products, the Services of these Terms, please contact Momentum Support.
- d) To the extent that the Service provides the option for you to receive text messages and, if available, you choose to receive text message notices from the System or Equipment, **you are solely responsible for any text messaging and data usage charges.** Momentum does not guarantee that text messages generated by the System or Equipment will be delivered within a specific period of time or at all, and Momentum is not responsible for delays or undelivered text messages. Momentum may, in its discretion, limit the amount of text messages that are generated by the System or Equipment at any time and for any reason. **You can stop the messages at any time by changing your personal settings.**
- e) Your access to the System is dependent on your computer equipment and telecommunications services at your Premises. The Equipment requiring wireless access is dependent on your wireless capabilities and network at your Premises. Momentum is not liable if you cannot access or use the System or Equipment because of factors outside our control, including, without limitation, faulty equipment, faulty transmission systems, wireless service limitations, power, Internet, or telecommunications outages, or your wireless device, network. Momentum does not guarantee that text messaging will work with your wireless carrier or network. **Momentum does not guarantee that the System or Equipment will be compatible or operate with your computer, Mobile Device, Mobile Provider service plan, or wireless service plan, or with any particular computer, Mobile Device, or other piece of hardware, software, equipment or device you install on or use with your computer, Mobile Device, or the Equipment.**
- f) **You understand and agree that it is your sole responsibility (a) to ensure that notices generated via the System or the Services are sent to you, and (b) to determine the right response to all notices regarding events monitored by the Equipment.** You understand that the Equipment may experience signal transmission failures or delays for any number of reasons, and that the System employs a number of measures to help reduce the number of false notifications, including, without limitation, the implementation of default settings and various procedures to determine when and how to respond, if at all, to certain events. **HOWEVER, YOU ARE RESPONSIBLE FOR ANY ACTION YOU TAKE OR DO NOT TAKE BASED ON NOTICES YOU RECEIVE FROM THE SYSTEM AND EQUIPMENT MONITORING YOUR PREMISES, AND FOR ALL RELATED COSTS.** You understand that the System and Equipment have not been designed or programmed to comply with any specific law or regulation that applies to your Premises including, without limitation, any code provisions of the National Fire Protection Association or the International Residential Code, or National Electric Code.
- g) **WE MAKE NO GUARANTEES ABOUT WHETHER THE SERVICES OR THE SYSTEM WILL HELP YOU ACHIEVE THE RESULTS YOU WANT.**

2.4 Your Responsibilities.

You agree when using the Services, you will NOT:

- (a) pretend to be someone else;
- (b) look at someone else's information;
- (c) collect information about other people, including e-mail addresses;
- (d) interfere with the Services;
- (e) try to figure out how the software making up the Services works;
- (f) use the information on the Services to create or sell a similar service or similar information;
- (g) send any chain letters, junk mail, unauthorized e-mail, or advertisements;
- (h) encourage any illegal activities, or post anything that is obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity;
- (i) remove any notices contained in the Content; or
- (j) use the Services to violate the law.

2.5 Limitations of Services Due to Third Parties.

- a) Momentum Services rely on or interoperate with third party products and services. These third party products and services operate beyond the control of Momentum. The Momentum Services may be impacted by the reliability or availability of the third party services. You acknowledge and agree that (i) the use and availability of the Momentum Services is dependent on third party products and service providers, (ii) these third party products and services may not operate in a 100% reliable manner at all times and the operation of the Momentum Services may be impacted by the reliability of third party providers and (iii) Momentum is not responsible for damages or loss due to the operation and reliability of these third party products and services.
- b) You acknowledge that Momentum uses third party service providers to enable some aspects of the service. For example, the premium subscription services, including video and image storage, are provided by authorized third parties on behalf of Momentum.
- c) Momentum may provide for the interface to other third party products that will work with the Momentum Service. You acknowledge that Momentum does not control these products and services and, to the extent you connect them to the Momentum Services, these terms of use do not apply to the operation of these third party products and services. As a result, Momentum is not responsible for your use of third party products and services and makes no warranty about the operation, reliability or safety of any third party product and service. You should contact the third party with any questions about their products and services.
- d) You acknowledge that the availability of the Mobile Apps is dependent on the third party websites from which you download the Mobile Apps. You acknowledge that these terms are between you and Momentum and not the app store from which you acquired the Mobile App. Each app store may have terms and conditions to which you must agree before downloading the Mobile App from it. You agree to comply with, and your license to use the Mobile App is conditioned upon your compliance with, such app store terms and conditions. In event of conflict between the app store terms and these terms, the more restrictive terms and conditions shall apply.

- e) The Sites may contain links to other websites operated by third parties. These third parties are outside of the control of Momentum. As such, Momentum provides such links as a convenience and does not approve, review, warrant, endorse or make any representations with respect to such third party sites. Your use of these third party sites is solely at your risk.
- f) Neither Momentum nor its third party service providers are responsible for any user's personal injury, property loss or damage, death or any other harm or losses arising from their use of the Products and Services.

2.6 Your Feedback. Momentum welcomes your comments on the System and the Services (collectively, "**Feedback**"). If you give us Feedback, your Feedback will become the property of Momentum, and you hereby irrevocably assign to Momentum, all right, title, and interest in and to the Feedback and all worldwide copyrights, moral rights, and other intellectual property rights in the Feedback. Momentum may use your Feedback without restriction, and without owing you any payment. If you provide any Feedback, you promise that: (a) you are owner of the Feedback or otherwise have the right to grant Momentum ownership of the Feedback; (b) the Feedback does not violate the rights of any third party, and does not contain any personally identifiable information about third parties; and (c) all factual information contained in the Feedback is true and accurate.

3) FEES

3.1 Fees. Momentum offers video hosting and storage ("Premium Service") for a monthly recurring charge ("Fee"). We begin charging the Fees on the day you subscribe to a Premium Service plan. To the extent a trial service period is offered, the Fee would begin the day following the end of any such trial period. Fees do not include any applicable taxes or duties, including, without limitation, state and local use, sales and property taxes, and duties, and you are responsible for all taxes and duties. If you fail to pay the Fees, we may suspend your access to the System or the Services, or we may terminate this Agreement, at our option.

3.2 No Refunds. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED MONTHLY BILLING PERIODS. Sometimes, we may provide refunds or discounts to some or all of our customers ("**Credits**"). The amount and form of Credits, and the decision to provide them, are in our sole and absolute discretion. The provision of Credits one time does not entitle you to Credits in the future.

3.3 Authority to Bill You. YOU AUTHORIZE MOMENTUM TO CHARGE YOU FOR FEES IN ADVANCE AND ON A MONTHLY BASIS TO YOUR CURRENT, VALID, ACCEPTED METHOD OF PAYMENT (AS UPDATED FROM TIME TO TIME VIA YOUR ACCOUNT) ("Payment Method"). You promise that you are an authorized signatory of the credit or debit card or other Payment Method that you provide. Some services or ecommerce payments may be charged after we provide the service or product to you. The Fees will be billed on or before the date of your activation of the System and each month afterwards, until you notify us that you want to terminate the Services. If your activation date begins on a day not contained in a given month, we may bill your Payment Method on another day we believe is appropriate. For example, if you activate the System on January 31st, your next payment date

is likely to be February 28th, and your Payment Method would be billed on that date. **Momentum reserves the right to change the timing of our billing, especially if your Payment Method is not successful.** You may change your Payment Method information via your account.

3.4 Price Changes. Momentum reserves the right to change the pricing for the System, Services, or Equipment, at any time. Price changes will take effect following email notification to you, or posting on our Site or Mobile Application. In addition, you understand that the amount billed each month may change for reasons that may include promotional offers or changing or adding Services or new pieces of Equipment, and you authorize Momentum to charge your Payment Method for such varying amounts.

3.5 Insufficient Payment. If the Fees for any applicable monthly billing period are not successfully settled, due to expiration, insufficient funds, or otherwise, and you fail to change your Payment Method information, you are still responsible for any uncollected Fees, charges, and other amounts, and you authorize Momentum to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges, for which you are solely responsible.

4) ECOMMERCE PURCHASES

4.1 Equipment Orders. Momentum may allow you to buy Equipment via the Site or Mobile App, and each request to purchase Equipment is an “Order”. **WHEN YOU PLACE YOUR ORDER, YOU AUTHORIZE MOMENTUM TO BILL THE PURCHASE PRICE AND ANY APPLICABLE FEES OR TAXES IN THE “SHOPPING CART” TO YOUR PAYMENT METHOD.** Prices and availability of Equipment are subject to change without notice. Momentum reserves the right to revoke any offer to sell Equipment on the Site or the Mobile App, and to correct any errors, even after you have submitted your Order, and even if your Order has been confirmed and your Payment Method charged. If your Payment Method has been charged, Momentum will issue you the appropriate credit within a reasonable time after your Order has been revoked. Momentum may, at its sole option, use third party retailers to manage the sale of equipment.

4.2 Shipment. To the extent that any future replacement or additional Equipment is purchased by you to access the System, such Equipment will be shipped within a reasonable time after processing of your Order. Shipment time will vary depending on the shipping method and service you select. **Momentum does not guarantee delivery at any certain time and is not responsible for shipping delays.**

4.3 Warranty and Return Policy.

(a) If Equipment (as referenced in 4.2 above) is damaged when you receive it, Momentum, at its sole option, may provide replacement Equipment or refund the purchase price, as described in our Return Policy posted on the Site. You may also be eligible for refund or replacement, if

the Equipment does not meet our Warranty Policy posted on the Site. **If the Equipment you are returning was purchased as part of a bundle, any refund will be for the full price of the Equipment as if purchased individually, less the discount savings you received when purchasing the bundle. Note: A bundle is a collection of Equipment priced at a discount rather than at the individual Equipment price if sold separately.**

- (b) Once your request is received and approved, Momentum will provide you a return authorization number and instructions for completing your return. Any Equipment returned without an authorization number will not be processed for replacement or refund. To be eligible for a replacement or refund, you will be responsible for shipping the returned Equipment to us at the address in our Return Policy on the Site.

4.3 Payment Processors. Momentum may use the services of third party payment processors to process payments of credit cards and other accepted Payment Methods. **Your purchase is subject to any additional terms and conditions imposed by these third party payment processors.**

4.4 Third Party Website Purchases. If you place an Order and you are directed to a third party website to make your purchase, the purchase terms in this section do not apply, and your purchase will be governed by the terms of the third party website. **YOU AGREE THAT MOMENTUM HAS NO RESPONSIBILITY, AND SHALL HAVE NO LIABILITY, FOR ANY CLAIM RELATED TO YOUR PURCHASES ON THIRD PARTY WEBSITES.**

5) TERM; TERMINATION

5.1 Term. This Agreement is effective when you use and access the System or Services, or any part thereof, and shall continue on a month-to-month basis until terminated.

5.2 Termination. This Agreement and your license to use and access the System and Services will terminate immediately if either of us gives the other thirty (30) days' notice. In addition, this Agreement and your license to use and access the System and Services will terminate immediately and without action from Momentum in the event: (a) you breach the terms of this Agreement; (b) we cease providing access to the System generally; (c) your actual or suspected abuse or misuse of the System, Services, Equipment, or related products and services, as determined by Momentum in its sole discretion; (d) use of the System or Services in violation of the law or any third party right; or (e) as otherwise provided in this Agreement.

5.3 Consequences of Termination. Upon termination of this Agreement, you must stop using the System and Services and, if you do, you will owe no more Fees. **YOU WILL NOT HAVE ACCESS TO THE SITE, THE MOBILE APPS, OR ANY CONTENT, ACCOUNT INFORMATION, OR OTHER INFORMATION AFTER TERMINATION, AND WE HAVE THE RIGHT TO RETAIN OR DELETE ALL YOUR INFORMATION AT ANY TIME AS LONG AS WE FOLLOW THE LAW. YOU MUST DOWNLOAD ALL OF YOUR CONTENT FROM THE SYSTEM TO YOUR OWN ALTERNATIVE DATA**

STORAGE SYSTEM PRIOR TO TERMINATING YOUR SERVICE AS NO ACCESS TO SUCH CONTENT WILL BE AVAILABLE UPON TERMINATION.

6) NO GUARANTEES

6.1 NO WARRANTY. THE SYSTEM AND SERVICES ARE PROVIDED “AS IS,” EXCEPT FOR ANY WRITTEN WARRANTIES PROVIDED WITH EQUIPMENT. YOU ACKNOWLEDGE AND UNDERSTAND THAT NEITHER THE SYSTEM NOR SERVICES ARE A HOME SECURITY SYSTEM, NOR DOES MOMENTUM INTEND THE SYSTEM OR SERVICES TO BE A REPLACEMENT FOR A HOME SECURITY SYSTEM. MOMENTUM WILL NOT MONITOR SIGNALS RECEIVED VIA THE SYSTEM OR SERVICES (INCLUDING EQUIPMENT) AT ANY TIME. MOMENTUM DOES NOT MONITOR THE SYSTEM OR SERVICES (INCLUDING EQUIPMENT) FOR SIGNALS AND WILL NOT DISPATCH EMERGENCY AUTHORITIES OR PROVIDE NOTIFICATION OR OTHER VERIFICATION SERVICES COMMONLY PROVIDED WITH SECURITY ALARM SYSTEMS IN CASES OF EMERGENCY. THE SYSTEM AND SERVICES MAY NOT BE USED FOR ANY "LIFE SAFETY PURPOSE OR EXPECTATION".

6.2 Warranty Exclusions. We do not promise that the System or Services will be uninterrupted or will be error-free, or that any defects will be corrected. THERE IS NO WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. We have no responsibility for the timeliness, deletion, misdelivery or failure to store any communication, information, or content.

6.3 You Must Comply with Laws and Regulations. MOMENTUM DOES NOT WARRANT OR REPRESENT THAT USE OF THE SYSTEM OR SERVICES WILL RESULT IN COMPLIANCE WITH ANY LAWS OR REGULATIONS, AND YOU UNDERSTANDS THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL LAWS AND REGULATIONS IN YOUR INSTALLATION AND USE OF THE SYSTEM AND SERVICES.

7) MOMENTUM IS NOT LIABLE TO YOU

7.1 Limitation on Damages. MOMENTUM AND ITS THIRD PARTY SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR DAMAGES TO YOU OR YOUR FAMILY FOR ANY REASON. IN PARTICULAR, WITH RESPECT TO THIS AGREEMENT OR YOUR USE OF THE SYSTEM OR SERVICES WE, OUR SUPPLIERS, AND OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY:

(a) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EXPENSES, LOSS OF WAGES, REVENUE OR BUSINESS;

(b) YOUR LOSS OF DATA OR PROFITS; OR

(c) USE OR MISUSE OF CONTENT OR PERSONALLY IDENTIFIABLE INFORMATION IN THE SERVICES.

THIS IS TRUE WHETHER IT IS A RESULT OF A CONTRACT, NEGLIGENCE, OR STRICT LIABILITY CLAIM BY YOU OR ANY THIRD PARTY, AND WHETHER OR NOT SMARTHOME KNEW OF THE POSSIBILITY OF SUCH DAMAGES.

(SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU).

7.2 Your Sole Remedy. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SYSTEM OR SERVICE– OR ANYTHING ELSE - WILL BE TO STOP USING THE SYSTEM AND SERVICES. IN NO CASE WILL MOMENTUM BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES RELATING IN ANY WAY TO THIS AGREEMENT GREATER THAN \$1,000.00.

8) INDEMNIFICATION

You will indemnify or reimburse Momentum, our suppliers, and any of our parent or subsidiary companies or organizations, our successors, assigns or licensees, together with any of their officers, directors and employees, against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to your use of the System or Services, your violation of this Agreement, any law or regulation, or any policy posted on the Site or the Mobile App, or your negligence or misconduct associated with using the System or Services.

9) GENERAL TERMS

9.1 Resolving Disputes. YOU UNDERSTAND AND AGREE THAT THIS AGREEMENT IS GOVERNED SOLELY UNDER THE LAWS OF THE STATE OF MISSOURI, WITHOUT REGARD TO ANY CONFLICTS OF LAWS PROVISIONS. YOU AGREE THAT ALL DISPUTES RELATED TO THIS AGREEMENT MUST BE BROUGHT EXCLUSIVELY IN A COURT OF COMPETENT JURISDICTION IN JACKSON COUNTY, MISSOURI, AND YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURT AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH YOU MAY NOW OR HEREAFTER HAVE THAT A COURT IN JACKSON COUNTY, MISSOURI IS AN INCONVENIENT OR IMPROPER FORUM. The prevailing party in the arbitration shall be entitled to recover all costs associated with the arbitration from the other party. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. If any provision of this Agreement is found unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision.

9.2 Export. Momentum makes no representation that the System or Services or other material or information included in the System or Services is appropriate to or available in locations outside of the United States. You may not use the System or Services, or export Content, Documentation, or Equipment in violation of United States export laws, regulations or restrictions. If you access the System or Services from outside of the United States, you are responsible for compliance with all applicable laws.

10) COMMUNICATING WITH MOMENTUM

10.1 Our Communications. You can contact us using the Site or the Mobile App or by sending us an e-mail. Unless you tell us otherwise or the law requires otherwise, you agree to receive all communications from us by e-mail or by our posting notices to your account. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing.

10.2 Legal Notices. You may choose to get legal notices in paper form through the mail if you tell us you do not want legal notices sent by us electronically. If you choose to get legal notices in paper form, legal notices will be sent to you in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically.

11. CONTACT US

If you have any questions about the Products, System or Services, you may e-mail us for Customer Support after clicking the "Help" link.

By using or otherwise accessing the System or Services, you are consenting to all the terms of this Agreement.