

ONE Home Automation and Security TERMS OF SERVICE

This is an agreement between you and Logic Communications Ltd. trading as One or One Communications (“**ONE**”). It sets out the terms and conditions (the “**Terms of Service**”) that apply to your use of the home security equipment and monitoring, personal safety alert and home automation system control services ONE provides (the “**Services**”). The Terms of Service incorporate any additional terms contained in any paper or online order form for any Service(s), as well as any brochure, user guides, and any other materials incorporated by reference (“**Orders/Materials**”). If there is any inconsistency between the Terms of Service and any Orders/Materials, the Terms of Service will prevail. These Terms of Service incorporate any supplemental agreement, installment agreement and/or additional terms (“**Supplemental Agreements**”). If there is any inconsistency between the Terms of Service and any Supplemental Agreements, the Supplemental Agreements will prevail. The Orders/Materials, the Supplemental Agreements and the Terms of Service are, together, the “**Agreement**”. **You agree that the Services are not “electronic communications” services as defined in the Electronic Communications Act 2011.**

In providing the Services to you, ONE may use one or more subcontractors, suppliers, vendors or licensors (collectively, “**Suppliers**”) to provide installation, repair, monitoring, communications, signal transmission services (including cellular transmission, broadband and/or VoIP services) or other services. To the extent permitted by law, the limitations of liability set forth in this Agreement shall apply to the work, products or services that our Suppliers provide, and shall apply to them and protect such Suppliers in the same manner as it applies to and protects us. The termination or expiration of any agreement between ONE and a Supplier may result in the termination of this Agreement.

ACCEPTANCE, COMMENCEMENT & CHANGES

1. **How do I accept the Agreement with ONE and when does the Agreement commence?** The Agreement commences and becomes effective on the date that you accept the Terms of Service (“**Commencement Date**”). You can accept the Agreement (i.e. the Terms of Service and the Orders/Materials) (i) by signing these Terms of Service, (ii) by clicking “**I AGREE**” at the end of the Terms of Service online; or (iii) use of the Services for 60 days will be deemed acceptance of these Terms of Service effective on the date the Services were first used. By accepting the Agreement, you are also agreeing to the terms and conditions contained in any Orders/Materials and Supplemental Agreements. **IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT USE THE SERVICES.** For the purposes of these Terms of Service, “**you**” refers to the person or business whose name appears on the bill.
2. **Who can make changes to the Agreement and how?** Only ONE can make changes to the Agreement including changes to ONE’s service charges, but (depending on your Service) you may be able to add or remove certain features. ONE may make changes to the Agreement at any time due to any governmental or regulatory requirement. ONE may change the Agreement for any other reason by giving you at least 30 days advance notice of the change via mail, message on your invoice, e-mail or made available electronically. You will be bound by revised versions of this Agreement that we make available to you unless you terminate the Agreement by giving ONE at least 30 days written notice by e-mailing info@Onecomm.bm. Your continued use of a Service will be your acceptance of such change(s). One does not assume liability for failure to notify you of changes in charges for services provided by other parties (e.g. roaming access charges) and you agree that you will pay ONE for all such charges you incur.

WHAT ONE PROVIDES

3. **What services are covered by the Agreement?** ONE provides the home security equipment and monitoring, personal safety alert and home automation system control services (the “**Services**”) either monitored by ONE or self-monitored, and any other services that you subscribe to or purchase from or through ONE under this Agreement.
4. **What are your responsibilities for your use of Your Equipment?** ONE is not responsible for the maintenance or repair of facilities or equipment owned by you, and does not guarantee that the Services will operate with telecommunications services not provided by ONE. The Services require electrical or battery power to operate, which you must supply at no charge to ONE, and you acknowledge and accept that you may lose service during a power outage unless you supply, install and maintain at your own expense a battery backup power system.

TERM, AUTO-RENEWAL, TERMINATION & SUSPENSION

5. **How long is my Agreement with ONE? How does it renew?** Unless you and ONE agree to no fixed period, Services are provided to you for a minimum contract period (“**Fixed Service Period**”) for any Service(s). The term of any Service will begin on the Commencement Date, and will expire at the end of the Fixed Service Period. Upon the expiry of the Fixed Service Period of this Agreement, your Services will continue on a month to month basis until you notify ONE that you wish to cancel your Services. The terms and conditions then applicable, including all rates and charges, will apply to your month to month service.
6. **How does the Agreement or any Service get terminated?** You can terminate the Agreement by e-mailing info@Onecomm.bm if Services are not installed by ONE within 30 days of your order form date, and the delay was solely the fault of ONE. After the Services are installed you can terminate this Agreement at any time from the Commencement Date until fourteen (14) consecutive calendar days after that date, however, you will liable for the cost of all waived installation Fees and the pro-rata cost of the Services up until the Termination date. After the Fixed Service Period, you can terminate the Agreement by giving ONE at least 30 days written notice by e-mailing info@Onecomm.bm. If you cancel your service or if ONE cancels it for any of the reasons listed below, you remain responsible for any applicable early termination charges and for all amounts chargeable to your account up to the time the service is cancelled. If you want the Services reconnected after cancellation, a reconnection fee may apply.
7. **Are there fees for terminating early?** Yes, if ONE waived your Installation Fees you must pay an early termination fee (“**ETF**”) for any Service(s) you terminate prior to the end of any Fixed Service Period. The ETF is equal to the prorated value of the Installation Fees for the Services for the months remaining in Fixed Service Period. The balance of the Installation Fees will decrease each month over the Fixed Service Period by amount equal to the total Installation Fees divided by the number of months in the Fixed Service Period. For example, if the Installation Fees on the Commencement Date are \$750 and the Fixed Service Period is 24 months, the Installation Fees will decrease by \$31.25 each month. In this example, the ETF for termination after 12 months would be \$375 (\$31.25 multiplied by the 12 months remaining in the Fixed Service Period) and the ETF for termination after 18 months would be \$187.50 (\$31.25 multiplied by the 6 months remaining in the Fixed Service Period).
8. **Can ONE disconnect/suspend or terminate my Service(s)?** ONE may terminate or immediately suspend the Services if you contravene any provision of this Agreement, including your obligation to pay for the Services as charges become due. ONE may terminate the Services (i) for failure to pay any amounts due, (ii) immediately and without notice, where ONE determines that the action is necessary to protect the network from harm or to prevent fraud, (iii) for any other material breach of this Agreement, (iv) if you become a bankrupt or, if you are a business customer, a receiver or receiver-manager is appointed to manage the affairs of your business, (v) if your system develops unreasonable or an excessive number of false alarms or potentially impairs ONE’s monitoring station’s ability to provide the Service, or (vi) for any reason, upon 30 days written notice to you. Notwithstanding the foregoing, ONE will have the right to immediately terminate this Agreement upon notice to you if (i) applicable law changes to require ONE to store personal data locally or prohibits ONE

from transferring personal data outside of Bermuda; (ii) applicable law is changed in a manner that creates a material risk to ONE's intellectual property rights or requires ONE to incur a material expense to comply with such change in applicable law or (iii) a Supplier agreement is terminated due to a third party intellectual property claim. Upon termination of the Services, ONE shall have no obligation to maintain any content related to your use of the Services and you agree that all information and content may be deleted immediately without notice to you.

9. **What are the parties' rights and responsibilities after suspension or termination?** All outstanding amounts for the affected Service(s) and Equipment including amounts outstanding under a Supplemental Agreement will become immediately due and payable. The parties will provide each other with all assistance reasonably necessary in order to terminate their relationship. ONE may immediately enter your premises to disconnect, disable and/or deprogram your alarm system so that the system is no longer capable of sending an alarm signal. **If you refuse or if ONE is unable to disconnect the Service within fifteen (15) days after termination or discontinuance, you will indemnify ONE against and hold harmless from, all losses or expense ONE may incur or expend, including reasonable attorney fees, to the extent arising from a claim due to the refusal on your part to disconnect the Service.**
10. **Does any part of this Contract continue after termination or suspension of the Services?** Yes. The following sections will continue to survive and remain in effect: Sections 7, 12, 15, 18, 23, and 31 through 34. All accrued obligations and rights of the parties will also survive.

FEES, PAYMENTS & PENALTIES

11. **How does ONE invoice me? When are payments due?** Invoicing starts when any Service first becomes available for your use/receipt. For recurring charges, invoices will be monthly in advance. For non-recurring charges, invoices will be monthly in arrears, except that certain non-routine non-recurring charges (e.g. time and materials fees) will be invoiced monthly in arrears. You must pay all amounts due by the due date stated on the invoice ("**Due Date**").
12. **What Fees do I have to pay?** The Services are provided to you subject to payment of all applicable service rates and any additional charges identified to you at the time you applied for the Services or otherwise in accordance with this Agreement, including Equipment, installation and activation fees, together with all applicable taxes and other government charges (the "**Fees**"). Additional charges authorized by this Agreement and included in the Fees may be charged on a one-time, monthly or per-use basis, as ONE may determine from time to time. If you use the Services through a mobile application, charges may apply for data usage under your mobility service plan.
13. **Do I have to provide credit/debit information and keep my information current?** Yes. You must provide ONE with updated and valid credit/debit card information ("**Card**") upon request and any time the information previously provided is no longer valid. All invoices will be sent to the address on file at the time.
14. **Can ONE require a credit reference and pre-authorized charges?** Yes. ONE may require credit references prior to activation of any Service. ONE may require pre-authorized charges or may refuse to provide the Services to you (i) before the Services are provided, if you do not have a satisfactory credit history with ONE or do not provide other proof of creditworthiness satisfactory to ONE, or (ii) at any time this Agreement applies, if you have an unsatisfactory credit rating with ONE as a result of your payment practices, or (iii) if you clearly present an abnormal risk of loss. You authorize ONE to charge and place a hold on the Card for any unpaid Fees for the Services and any related Equipment. You also authorize the payment of all amounts owed, without requiring a signed receipt. ONE has no liability for non-sufficient funds or other charges incurred in charging or placing holds on your Card.
15. **What penalties and consequences apply for late payment?** If ONE doesn't receive your payment by the Due Date, you will be charged monthly interest of 1.5% of the outstanding balance or a minimum amount of \$5 per month. If payment is not received by the Due Date because it is rejected, then you must pay late charges and any additional charges (including bank charges) and ONE may continue your Services only on a pre-paid basis or impose a reasonable credit limit for any usage charges. ONE may suspend your Services if the credit limit is exceeded.

YOUR RESPONSIBILITIES – SERVICES, ONE EQUIPMENT, AND INSTALLATION

16. **Who owns the Equipment?** You own and are responsible for the equipment sold to you, which includes the equipment for which ONE provided you a rebate on the sale price. All other equipment remains ONE's property ("**ONE Equipment**") even while it is rented or loaned to you. ONE Equipment may not be encumbered, loaned, leased, or sold. You must take reasonable care of the ONE Equipment used with the Services. ONE is not responsible for the ONE Equipment once installed at your premises or once the ONE Equipment is otherwise in your possession. You are responsible for replacing any ONE Equipment as a consequence of any loss, theft, destruction or damage.
17. **Do you have to own the premises where the Equipment will be installed?** You acknowledge and agree that you own the premises where the Equipment will be installed or that you have the authority to allow ONE to install the Equipment at the premises.
18. **Who is responsible for use/receipt of the Services and Equipment?** You are responsible for your use and receipt of the Services, any equipment and systems you own (together, "**Your Equipment**"), and any ONE Equipment you use with the Services (together, "**Equipment**"). Risk of loss or damage to Equipment, no matter the cause, passes to you upon delivery and remains with you until the ONE Equipment is returned to ONE in good working order. You are required to return all ONE Equipment if your Services are terminated or downgraded. A recovery fee will be applied automatically to your invoice for ONE Equipment that is not returned within fourteen (14) days of termination or downgrade of your Services or for ONE Equipment that is returned damaged.
19. **What rights do you give ONE, and what are your responsibilities, regarding installation and removal of ONE Equipment?** You must supply all facilities and Equipment necessary to connect your facilities and Equipment to ONE's network facilities, including all wiring inside your premises and all monitoring and system control devices. All facilities and Equipment you supply must meet ONE's technical standards. You are responsible for all installation charges properly billed by ONE to your account. You are responsible for setting and securing any passwords used to restrict access to the sensors and control equipment used with the Services. You are responsible for complying with local laws, policies and condominium regulations governing the installation and operation of the Services.
20. **What are your responsibilities in relation to contact information, security events and emergency services?** You are responsible for maintaining a minimum of three contacts residing in Bermuda for the monitoring station to contact in the event of a security event. ONE will not be liable for your failure to keep your contact list up to date. If there is a security event and the monitoring station reaches you or one of your contacts, the monitoring station will request that you or your contact person call emergency services. **You agree that you will not rely on the Services or the monitoring station for life-safety or emergency purposes and you are solely responsible for contacting emergency responders in the event of emergency at your premises. The Bermuda Police Service or other emergency services (fire, medical) will take the decision on service response taking into account other demands and the threat, harm and risk of the matter presented. ONE does not guarantee that the Bermuda Police Service or any other emergency services will respond to a security event. The Bermuda Police Service or emergency services will not enter your premises unless you or one of your contacts is present. If there is a security event and the monitoring station is unable to reach you or one of your contacts the monitoring station may contact the Bermuda Police Service or emergency services directly and you will receive a notification with the date and time of contact. You understand that the monitoring station is not obligated to call emergency services or the Bermuda Police Service in response to a security event. You understand that ONE is not obligated under any circumstances to send any ONE representative to your premises in response to a security event.**
21. **What are your responsibilities for use/receipt of the Services and Equipment?** You promise, and you represent and warrant, to ONE that you are at least 18 years of age and if signing on behalf of a corporation or entity you are fully authorized to sign on its behalf and that you will: (i) use the Services and Equipment in accordance with ONE's Acceptable Use policy, available at www.Onecomm.bm/legal-policies-notice/; (ii) maintain and return the ONE Equipment in good working condition, following manufacturer's recommendations; (iii) promptly pay ONE for any lost, stolen, unreturned or

damaged ONE Equipment; (iv) use the Services and Equipment in line with this Agreement and for lawful purposes only; and (v) only use the Services and Equipment at your premises or for personal emergency response services at your premises or where mobility service is available, for your own personal or business use, and not make them available to, or for the benefit of, any unauthorized person or third party. You may not resell the Services nor directly or indirectly charge any person for the use of the Services, or re-arrange, disconnect, remove, repair, or otherwise interfere with any ONE facilities or Equipment. You may not use the Services to harass or violate the reasonable privacy expectations of any person. You also agree not to threaten, abuse or harass any ONE customer representative.

22. **What risks do you take on regarding your use/receipt of the Services and Equipment?** By using the Services and/or Equipment, you take on the following risks: (i) failures, malfunctions or deterioration of Equipment; (ii) improper, unlawful and/or unauthorised use of the Services and/or Equipment that may result in the theft of electronic data; and (iii) loss, theft or fraudulent use of Equipment. You are responsible for any damages to ONE's facilities or Equipment located on your property and premises howsoever caused, including by your use of the property or premises, or by the actions of any person, whether authorized or not to be on the property or premises.
23. **What are you consenting to by using the Services and Equipment and what consent and permits do you need?** You consent to the monitoring or self-monitoring of your premises, which may include audio, still-image and video recording of your premises and any persons present on your premises. For your privacy, ONE's system prevents ONE from (a) activating an audio communication link with your premises until an alarm signal registers at the monitoring station (if two-way voice is available), and (b) accessing any stored audio, still-image, or video content without your express authorization. **You consent to ONE and our Suppliers storing and copying that content on our systems in accordance with applicable privacy laws. You acknowledge that we may transfer your personal data outside of Bermuda to overseas third party Suppliers in providing the Services to you.** You acknowledge that we may access and disclose stored audio, video clips, and still-photo images in response to a subpoena or a government request, warrant or order, and you consent to this access and disclosure. You will comply with any laws requiring you to post signage at your premises notifying third parties of your use of audio and video monitoring equipment. **You will obtain consent from any persons present at your premises to those monitoring activities, and you will indemnify ONE against any claims, including damages and fines, arising from your failure to obtain such consent.** You may be required to agree to additional acknowledgements or consents to all services, which legally require acknowledgement and/or consent, for the use of the Services. You will comply with all applicable laws and bylaws governing your use of the Equipment and Services, including all permitting and notice requirements for the operation of the system and your use of the Services and Equipment. You must promptly provide us with any information that we require with respect to such permits, including permit numbers.
24. **What are your responsibilities for video monitoring?** If the system you have subscribed to under this Agreement includes a video package, ONE will provide a video monitoring system that connects to a remote video server. If the system includes video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on third party servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from us. Subject to the limitations set out in this Agreement, the video system will allow you to view video recordings from security cameras installed at your premises from any computer, tablet, or smartphone connected to high-speed Internet. ONE has no control over and takes no responsibility for the placement of cameras and their view. You are solely responsible for providing and maintaining adequate lighting to allow the video system to capture images effectively. You will use the cameras and associated video and still-photo imaging features of the system in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct.
25. **Who is responsible for access to installation and removal of Equipment?** All Equipment must be installed and activated by ONE or ONE's authorized contractors, unless ONE makes a self-installation option available. You authorize ONE or ONE's authorized contractors to enter or have access to your premises as necessary at mutually agreed upon times to install,

maintain, inspect, repair, remove, replace, investigate, protect, modify, update, upgrade, or improve the operation of our Services and the Equipment. In the event that you do not own the premises in which the Services and Equipment are being installed, you have received consent from the owner of the premises for the installation of the Services and Equipment. You acknowledge that installing the Equipment may require us to drill holes, drive nails, make attachments, run wires, and otherwise modify your premises. ONE is not liable for property damage due to installation. You will have appropriate and sufficient electrical power and outlets as required for our Service and Equipment. If, within 30 days from the date of installation of the Equipment, you notify us in writing of any problems with the installation, we will make reasonable efforts to correct those problems. After that 30-day period expires, you will be deemed to have accepted the installation "as is" and ONE will not be liable for failure of the Services or Equipment due to problems with installation. If this Agreement or any of your Services have been terminated, then you authorize us and our representatives to enter or have access to your premises to disconnect the Services and remove the Equipment, as applicable. We are not required to return the premises to their pre-installation condition or repair any damage caused by the removal of the Equipment, except for damage resulting solely from the negligence of our representatives (subject to the limitations on our liability under Sections 33 and 34). The Equipment may have to be configured at your premises in certain ways or maintained in certain locations for the proper operation of the Service, and therefore, should not be moved, tampered with, or relocated. **If you choose any self-installation option, you are responsible for and assume all risks and liability associated with installation and use, including any deviation from any recommendation provided by ONE on the set-up and use of the Equipment.**

26. What are the Service limitations? We believe that the Equipment and Services provided to you conform to industry standards. However, you acknowledge that no form of alarm or monitoring system, including self-monitored, is guaranteed to operate error-free or to deter, detect or prevent those occurrences that those systems are designed to deter, detect or prevent including, where applicable, unauthorized intrusion on your premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. All such systems are susceptible to technological limitations, defects, tampering, malfunction, and human error. The Equipment and Services may not function properly or at all as a result of faulty equipment, equipment failure, faulty transmission systems, power outages, other interruptions in transmission services, transmission systems that have been tampered with, damage to or destruction of our equipment or facilities, relocation of the Equipment within your premises, and other causes. You acknowledge that the System may depend on communication networks and other conditions which may be outside of our control to provide notifications, images, and other automation functions and that remote access and SMS and e-mail notifications are not 100% reliable or available. We cannot and do not guarantee that you will receive notifications in any given time at all. **Accordingly, ONE makes no representations or warranties that the access to and use of the Equipment and Services will be uninterrupted, error-free, or free from defects. Your use of the Services is voluntary.**

27. What are the limitations of the Equipment? If the Equipment includes video or still-image cameras, we do not guarantee the receipt, clarity, or quality of any images. Camera performance and image quality may be adversely impacted by lighting conditions, internet and wireless communication facilities and transmission quality, electrical interference, weather, and other conditions beyond our control. If the Equipment includes an image sensor device that also is being used as a motion sensor, then you acknowledge that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment includes home devices (such as thermostats, lighting controls, and door locks), you acknowledge that (a) such devices may not work together with other equipment and services provided by third parties, and (b) you may be unable to control the devices using the other equipment or services. We assume no liability for delays in installation of the Equipment, however caused. You will assume total responsibility and risk for your undertaking of any self-install option (including the replacement of batteries). You will also assume total responsibility and risk for your deviation from any recommendations provided by ONE on the setup or design of the System.

28. **What are my responsibilities in relation to emergency services and false alarms?** You acknowledge that providing the Services may require forced entry to your premises in response to an alert, if you are not present or unable to respond. **You agree that ONE is not responsible for the damages so caused and you will indemnify ONE and its Suppliers against any claim made by a third party as a result of such forced entry.** False alarm fees that the Bermuda Police Service or any government authority may impose upon ONE, its vendors, or its agents relating to your use of the Services will be billed to you in arrears. If you experience an excessive number of false alarms in any one-month period, ONE may require that a technician visit your premises to diagnose the issue. Standard fees apply. If the issue is unable to be resolved, ONE may suspend your Services until the issue is resolved.

YOUR PRIVACY

29. **What personal information will ONE obtain?** By using the Services and incurring charges for such use, you authorize ONE to obtain information about your credit history from credit reporting agencies, credit grantors and other ONE companies from time to time, and consent to the disclosure of your credit history with ONE to such entities at any time. You agree to provide us with your current email address (and to inform us if that email address changes) so we can provide you with tools and services to manage your ONE account, communicate with you about account-related items on a timely basis, provide news and offers from ONE and its partners, and seek your views on ONE's products and services. In addition, with respect to home security monitoring you agree to provide ONE with an up to date address three emergency contacts and consent for this information to be provided to ONE's Supplier companies providing the services.
30. **How will my personal information be used?** You agree that the ONE Privacy Policy, available for inspection at <https://onecomm.bm/privacy/>, as it may be updated from time to time (the "ONE Privacy Policy"), shall apply to your use of the Services. **In addition to your consent at Section 23 above, you hereby consent to the collection, use and disclosure by ONE and its agents and Suppliers of your personal information, and the personal information of others that you provide, collected in connection with provision and/or use of the Services, for the purposes identified in this Agreement and the ONE Privacy Policy and acknowledge that those purposes include the exchange of your account and usage information with other ONE companies and their affiliates or dealers, for the purpose of offering additional services or products to meet your communications and entertainment needs.** ONE and its authorized representatives shall be permitted to use aggregated customer data internally, as necessary to design and implement enhancements to the ONE Services or to otherwise improve the ONE Services.

INDEMNIFICATION

31. **Under what circumstances do I have to make ONE whole?** You agree to indemnify, defend, release and hold ONE, and its contractors (including any central monitoring station providing monitoring services), suppliers, vendors and licensors, and any of their respective affiliates, shareholders, directors, officers, employees and agents (collectively the "indemnified parties"), harmless from and against (i) all claims, actions, lawsuits and any other legal action brought by any third party against any of the indemnified parties arising in any way from the Services or Equipment, including but not limited claims for intellectual property infringement (a "third party action"); and (ii) any and all related losses, damages, settlements and judgments (including payment of attorneys' fees and costs of any of the indemnified parties) incurred by, assessed or found against, or made by any of the indemnified parties relating to or arising from any such third party action ("third party related losses"), even if such third party action and third party related losses arise from the negligence of any kind or degree of any of the indemnified parties, breach of contract or warranty, strict liability or any other theory of liability. **Notwithstanding the foregoing, the third-party indemnification obligation shall not apply to any willful, wanton or intentional misconduct of any of the indemnified parties, or any other wrongdoing where applicable law does not permit indemnification.**

NO WARRANTIES

32. What does ONE warrant? The Services and Equipment are provided on an "as is" and "as available" basis. Your use of the Equipment and Services is at your sole risk. ONE does not guarantee timely, secure, error-free or uninterrupted service or receipt of material or messages transmitted over or through ONE's networks or the networks of other companies. ONE does not guarantee that you can or will be located using the Services. To the fullest extent permitted by applicable law, ONE disclaims all warranties, representations, guarantees and conditions (express, implied or statutory) relating to the Services, including any warranty of fitness for any particular use or purpose you intend for the Services, even if you have communicated such intention to ONE. If you subscribe to security monitoring services, you agree that ONE is not an insurer and that it is your obligation to maintain adequate insurance coverage. You understand that insurance, if any, shall be obtained by you and you shall look exclusively to your insurer to recover for any loss, damage, or injury and you release and waive all right of recovery against ONE arising by way of subrogation. ONE makes no express or implied warranty to you or any other person, including that any ONE Services will avert or prevent occurrences, or the consequences therefrom, which occurrences any such ONE Services may be designed to detect or aid in detecting. ONE does not warrant or guarantee that its Services or ONE Equipment will be compatible with Your Equipment. ONE does not provide any warranty on the Equipment beyond the standard manufacturer's warranty. ONE does not represent that it has achieved any security certification or other permission, permit or license from any governmental entity or other public or private authority.

ONE'S LIABILITY

33. How is ONE's liability limited? To the fullest extent permitted by applicable law, you hereby agree that neither ONE, nor its subcontractors (including any central monitoring station providing monitoring services), Suppliers, vendors and licensors, or any of their respective affiliates, shareholders, partners, directors, officers, employees and agents (collectively the "ONE parties"), shall be liable for any direct, indirect, consequential, exemplary, punitive, indirect incidental, economic, lost profits or special damage or losses arising from, or related to, the Services. Without limiting this Section, if ONE were in any event found liable for a claim in relation to this Agreement, you agree that the maximum liability of the ONE parties is limited to a sum not to exceed the fees paid by you to ONE for the particular services giving rise to the claim in the calendar month immediately preceding the date the claim first arose. This limitation of liability clause is in addition to any other limits and exclusions on ONE's liability set out elsewhere in this Agreement and applies to any of the following wrongdoing of any of the ONE parties arising from or related to the Services: breach of contract, negligence of any kind or degree, strict product liability or any other theory of liability. This limitation of liability shall not apply to any willful, wanton or intentional misconduct, of any other wrongdoing where applicable law does not permit limitation of liability.

34. Are there circumstances where ONE doesn't have liability? Without limiting the generality of Section 33 of this Agreement, in no event will ONE be liable for any loss or damage arising directly or indirectly from any of the following: any occurrences or consequences that the Services and/or the Equipment are designed to detect or prevent; failure by you to fully insure your premises and its contents against personal injury and property loss and damage; failure by you or any other person to properly arm the alarm system, to properly close doors, windows or other protected points, to test and replace batteries as required; failure of system notifications and other automation functions; failure to connect the system to the Internet and provide access to ONE to the Equipment; acts or omissions of a telecommunications carrier, including ONE, whose facilities, network or equipment are used to provide the Services, or any power failures, power surges, or variance or failure of transmission lines or equipment; acts or omissions of the Bermuda Police Service or other emergency services, any emergency responders, including any failure or refusal to respond or delay in responding to a security event, including suspension of response due to false alarms; your failure to do, or errors in doing, anything you are required to do under this Agreement; damage to the Equipment or any part of it caused by any act or omission of you (or your employees, servants, agents, invitees, or contractors), by any environmental condition

(fire, water, wind, lightning, etc.), act of God, or any other peril for which you have insurance or which is usually insured by owners of premises similar to yours, or by any other cause beyond our control; false alarm assessments, taxes, fees, or other charges imposed or authorized by any government body relating to the Equipment or Services; breach of privacy or security, tampering with or attempted service of any part of the Equipment, or the addition of equipment or other alarm monitoring systems, by any person not authorized by us in writing; misuse of the Equipment; self-installed Equipment; malfunctions of equipment not provided or serviced by us; changes to the premises as a result of renovation, construction, decoration, or other alteration, storage of goods or lack of maintenance which may affect the performance of the alarm system or any part of it; delay in obtaining replacement parts from any manufacturer or supplier; delay in providing any goods or services for any reason beyond our control; and, claims or damages resulting directly or indirectly from any claim that the use or intended use of the Equipment or Services infringes or misappropriates the intellectual property, trade secrets, industrial, contractual, privacy, or other rights of a third party.

INQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

35. **How do I make inquiries regarding the Services?** You can inquiries regarding the Services by contacting ONE via info@onecomm.bm, including to obtain up to date information regarding delivery, installation and activation.
36. **How do I initiate a complaint?** If you question or dispute any amount invoiced to you, you must do so with 45 days of the invoice date by emailing info@onecomm.bm. ONE will investigate any disputes or formal complaints promptly and notify you of the findings. You have twenty-eight (28) calendar days to contact ONE if you are dissatisfied with the outcome of the investigation, otherwise, ONE may deem the complaint to be closed.
37. **What if I have a dispute with ONE?** Both parties agree to use commercially reasonable efforts to resolve any dispute or claim relating to this Agreement in accordance with this Section in good faith. If a dispute or claim arises between the parties that cannot be resolved promptly between the parties at an operational level, either party may notify the other party of a formal dispute. Each party must nominate a senior executive to meet within seven (7) days of the date of the notice (or another agreed period) to resolve the dispute or claim.
38. **How will disputes be handled under the Agreement?** If you use the Services in the operation of a business, any claim, other than the collection of amounts owing to ONE, relating to (i) your Agreement; (ii) use of the Services or any equipment used with the Services; (iii) sales materials or advertising relating to the Services or any equipment used with the Services; or (iv) relationships with third parties arising through use of the Services, must be referred to private and confidential arbitration before a single arbitrator chosen by the parties or failing such agreement by the Appointments Committee of the Chartered Institute of Arbitrators, Bermuda Branch. The procedure to be followed shall be that as laid down in the Bermuda International Conciliation and Arbitration Act 1993 and the UNCITRAL Arbitration Rules presently in force. The place of arbitration shall be Bermuda and Bermuda law shall apply. The language of the arbitration shall be English. The decision and award of the arbitrator shall be delivered within three (3) months of his or her appointment, unless otherwise agreed between the parties, and shall be final and binding on the parties and enforceable in any court of competent jurisdiction. Nothing in this Section prevents or in any way restricts either party from seeking specific performance, injunctive relief or any other form of equitable remedy. The parties shall continue to perform their respective obligations during the dispute resolution process set out in this Section, unless and until this Agreement is terminated in accordance with its terms. The costs of the arbitration, including administrative and arbitrators' fees, shall be shared equally by the parties and each party shall bear its own costs and attorneys' and witness' fees incurred in connection with the arbitration unless the arbitrator determines that it is equitable to allocate such costs and fees differently and so orders in rendering judgment. In rendering judgment, the arbitrators may not provide for punitive or similar exemplary damages. The arbitration proceedings and the decision shall not be made public without the joint consent of the parties and each party shall maintain the confidentiality of such proceedings and decision unless otherwise permitted by the other party, except as otherwise required by applicable law or statutes.

GENERAL

39. ***What laws apply to the Agreement?*** The laws of Bermuda govern.
40. ***Can you and/or ONE transfer this Agreement?*** You may not transfer or assign this Agreement, your account, the Services or the ONE Equipment without ONE's prior written consent. ONE may transfer or assign all or part of this Agreement (including any rights in accounts receivable) at any time without notice or consent.
41. ***What if parts of this Agreement become unenforceable or ONE does not enforce a right?*** If any part of this Agreement becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply. Remember that even if ONE decides not to enforce any part of this Agreement for any period of time, the term still remains valid and ONE can enforce it in the future.
42. ***How can the parties notify each other?*** Any other notice or communication required to be given or served under this Agreement must be in writing and delivered as follows: (i) if from ONE to you, sent by text, e-mail, mail, or courier service to the address designated by you on your order form, as may be updated from time to time, or made available to you on our website at www.onecomm.bm; (ii) if from you to ONE, sent by mail or courier service or by email to info@onecomm.bm.
43. ***How can I remove my contact information from ONE's marketing contact list and/or stop ONE from calling me or sending text messages for marketing purposes?*** You can request removal from ONE's marketing contact list for phone calls, text messages and emails by emailing info@onecomm.bm. If you are contacted by telephone by ONE for marketing purposes you can request to have your telephone number placed on a do-not-call register for marketing purposes.

SIGNATURE

BY SIGNING THE AGREEMENT (I.E. THE TOS, THE ORDERS/MATERIALS AND THE SUPPLEMENTAL AGREEMENTS) BELOW, YOU ARE LEGALLY BINDING YOURSELF TO THE TERMS AND CONDITIONS OF THE AGREEMENT.

Full Name (printed):

Date (d/m/y):