

## **TERMS OF SERVICE**

Date of Posting: June 30, 2023

American Smart Home (“Company,” “we,” “us,” or “our”) provides referrals for Home Security, Safety, and or products through services registration (“Services”) and related content to you through this website (“Site”) and through our mobile applications and related technologies (collectively “Mobile Apps”). Your access to and use of the Service is subject to the terms and conditions contained in these Terms of Use (as amended from time to time, the “Terms”). By accessing, browsing, or registering on our Site, or Mobile Apps, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not accept these Terms, you are not authorized to access, review or register for Services.

**PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE ANY CLAIMS BETWEEN US, A WAIVER OF CLASS ACTION PARTICIPATION AND LIMITATIONS ON OUR LIABILITY AND DAMAGES AND YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.**

### **SERVICES.**

Our service (the “**Service**”) provides consumer registrations to various home service or product providers participating in our network (the “**Providers**”). To use the Service, you must complete an online request form (a “**Request Form**”) providing truthful personal information about you, including your name, address, telephone number, email address. Please review our posted Privacy Policy to understand how we will collect, use, store and disclose your personal information. The terms of the Privacy Policy are incorporated into and considered a part of these Terms. Our Services are free to you. We receive compensation from the Providers for referral of your information. This compensation may impact which Provider receives your information from us. We do not represent all service or product providers in the market. Thereafter, The Provider will contact you by telephone SMS or MSM. We are not affiliated with any third party advertiser other than as stated above. As such, we do not recommend or endorse any product or service on this website. If you are redirected to a third party advertiser’s site, you should review their terms and conditions and privacy policy as they may differ significantly from those posted on this site.

We may change any information, features, or functions of the Service without prior notice. We may deny you access to all or part of the Service without prior notice if you engage in any conduct or activities that we, in our sole discretion, believe violate these Terms, or may cause injury to a Provider or any third party. We are not responsible for any errors or delays in providing Service caused by errors in the Request Form information provided by you or by any technical problems beyond our reasonable control.

Any registrations for services or other purchases you make through Providers or Third-Party Websites will be through other companies, and we have no control and therefore take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

### **YOUR OBLIGATIONS.**

You represent that the information you provide on your Request Form is accurate and truthful. If the information in your Request Form is not accurate and truthful, we or our Service or Product Provider may deny, suspend, or terminate your use of the Service.

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. As a user of the Site, you agree not to: (a) violate any law or regulation; (b) violate or infringe other people's intellectual property, privacy, publicity, or other legal rights; (c) transmit anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable; (d) transmit any malicious or unsolicited software; (e) stalk, harass, or harm another person or entity; (f) impersonate or misrepresent your affiliation with another person or entity; (g) use malicious code to "scrape," "crawl," or "spider" any pages contained in the Site; or interfere with or disrupt the Site; (H) Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses; and (i) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.

## **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws of the United States. The Content and the Marks are provided "AS IS" for your information and personal use only. No portion of this Site may be used for commercial purposes without our express prior consent. We grant you a limited license to access and use the Site and to download or print a copy of any portion of the Site content for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

## **DISCLAIMERS AND WAIVERS**

THE WEBSITE INCLUDING THE INFORMATION, ADVERTISING, SOFTWARE, PRODUCTS, AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS." WE EXPRESSLY DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEBSITE AND ANY ADVERTISING, INFORMATION, SOFTWARE, PRODUCTS, OR SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTY AS TO THE RESULTS THAT MAY BE ACHIEVED BY USING THE WEBSITE. SERVICE, ADVERTISING OR OTHER INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT. USE OF THE WEBSITE OR THE SERVICE IS AT YOUR OWN RISK.

WE AND OUR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE OR THE SERVICE OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE, OR SERVICE OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, OR SERVICES OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE OR THE SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

WE DO NOT ENDORSE OR RECOMMEND THE SERVICES AND/OR PRODUCTS OF ANY PARTICULAR SERVICE PROVIDERS. WE ARE NOT AN AGENT OF YOU OR ANY PROVIDER. WE ARE NOT INVOLVED WITH THE PROVIDERS USE OR REVIEW OF YOUR REQUEST FORM INFORMATION OR IN MAKING A DETERMINATION ABOUT WHETHER YOU MEET A PARTICULAR PROVIDERS CRITERIA. THE PROVIDER IS SOLELY RESPONSIBLE FOR ITS SERVICES TO YOU, AND YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DAMAGES OR COSTS OF ANY TYPE ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE. YOU UNDERSTAND THAT THE PROVIDER MAY KEEP YOUR REQUEST FORM INFORMATION, WHETHER OR NOT YOU DO BUSINESS WITH THEM.

SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY AND DISCLAIMER OF IMPLIED WARRANTIES, SO THE DISCLAIMERS AND LIMITATIONS ABOVE MAY NOT APPLY TO YOU. IN SUCH STATES, THE OUR AND OUR PROVIDERS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

### **INDEMNITY**

As a condition of using the Website or the Services, you agree to indemnify us and the Providers from and against any and all liabilities, expenses (including attorney's fees) and damages arising out of claims resulting from your use of the Website, Services and information provided on the Request Form including any claims alleging facts that if true would constitute a breach by you of these Terms.

### **LINKS TO THIRD PARTIES**

In addition to provision of your information to Providers, the Website may contain links to other websites operated by third parties. These links are provided for your convenience and reference only. We do not operate or control in any respect any information, software, products, or services available on such third-party sites. The inclusion of a link to a website does not imply any endorsement of the services or the site, its contents, or its sponsoring organization.

### **DISPUTE RESOLUTION BY BINDING ARBITRATION -PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

#### **a. Agreement to Arbitrate.**

This Dispute Resolution by Binding Arbitration section is referred to in these Terms as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between us, whether arising out of or relating to these Terms (including any alleged breach thereof), the Service, any advertising, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. You agree that, by entering into these Terms, you and we are each waiving the right to a trial by jury. We are also agreeing to bring and defend each claim individually and not add any additional parties to our dispute. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

#### **b. Waiver and Prohibition of Class and Representative Actions and Non-Individualized Relief.**

**YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR**

**REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.**

d. Arbitration Procedures

Unless you and we agree in writing to proceed before a different arbitral body and/or arbitral rules, any arbitration between you and US will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <https://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and applicable law. Decisions by the arbitrator are final and enforceable in court.

Unless we and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA or the arbitrator. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement or the parties entered into a separate agreement. If the value of the relief sought is \$75,000 or less, at your request, we will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, we will pay your portion of such fees. If you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will

pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

f. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms will continue to apply.

h. Future Changes to Arbitration Agreement

Notwithstanding any provision in these Terms to the contrary, we agree that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending us written notice within thirty (30) calendar days. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

## **SMS TERMS AND CONDITIONS**

By providing a mobile phone number you are giving express written permission to to communications via SMS from us and our Providers. These communications may include a follow-up SMS message containing a link to the Providers offer to you, marketing and may be used for business communications regarding payments and the like. You may terminate your authorization at any time by contacting the party sending you the SMS and notifying them of removal of your authority. You may remove your authority from us by simply typing STOP in response to one of our messages. Please remember that Message and Data Rates May Apply and we are not responsible for fees that your wireless carrier or other third parties may charge you for use of this service. Messages may be delayed or undelivered for various factors. Carriers are not liable for delayed or undelivered messages.

## **CHANGES TO SITE AND TERMS**

We reserve the right to change, modify, or remove the content and advertising posted on our Site at any time or for any reason at our sole discretion without notice. We may also change the terms set forth in our Privacy Policy and these Terms of Use. We will post to the website any changes but provide no other notice to you. We do not know that the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in

interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **GENERAL TERMS**

These Terms constitute the entire agreement between you and us. These Terms will be governed by the laws of Delaware without regard to its conflict of law principles. If any part of these Terms is determined unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely connects the intent of the original provision and the remainder of these Terms will remain in effect. Any failure by us to exercise or enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. We may amend these Terms at any time by posting the amended terms on its website. All amended terms are automatically effective immediately upon posting.

## **ELECTRONIC DISCLOSURES AND SIGNATURES.**

**By Submitting your Request Form you agree to receive notifications, disclosures, and other documents and communications both from us and from our Service and Product providers with whom we share your information. If you are contacted by a Service or Product Providers, you will be required to execute agreements with them. We have no input or control as to those Agreements and you should review those agreements carefully. You should also be aware that they may treat your Personal Information differently than we do and be sure to review their policies. If you are asked to sign an agreement electronically, that will be as binding as if you signed it in paper form. You may also require you to consent to receiving all notifications from them electronically. These electronic communications may include attempts to collect a debt.**

## **Contact Information**

Contact us at: <https://optconsumerprivacy.com>  
[1-888-302-8476](tel:1-888-302-8476)