

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS

DIVISION

STATE OF ARKANSAS, *ex rel.*
LESLIE RUTLEDGE, ATTORNEY GENERAL

PLAINTIFF

v. CASE NO. 60CV-20-

ANTHEM ALARM, LLC,
BRADLEY J. LEEFLANG
and CHASE R. EVANS

DEFENDANTS

COMPLAINT

The State of Arkansas, *ex rel.* Leslie Rutledge, Attorney General (“the State”), for its Complaint against Anthem Alarm, LLC (“Anthem”), Bradley J. Leeftlang, and Chase R. Evans state as follows:

I. INTRODUCTION

1. This is a consumer protection action brought to redress and restrain violations of the Arkansas Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101 through 115 (“ADTPA”), the Home Solicitation Sales Act, Ark. Code Ann. § 4-89-101 *et seq.* (“HSSA”), and the Automatic Renewal of Professional Home Security Contracts Prohibition, Ark. Code Ann. § 4-86-106.

2. Anthem Alarm, LLC, was a Utah residential alarm sales company that conducted door-to-door sales in Arkansas. Using contracts that do not comply with the Home Solicitation Sales Act and contain provisions that violate Arkansas’s auto-

renewal law, Anthem trapped consumers into years-long contracts that were difficult if not impossible to cancel. Anthem often assigned its contracts, sometimes immediately after the sale, to an unlicensed out-of-state alarm company that continued to bill consumers despite the illegal contracts. Arkansas consumers have been harmed by Anthem's door-to-door sales of unenforceable contracts.

3. The State seeks restitution for consumers, an injunction, an order imposing civil penalties, and other relief against Defendants.

II. PARTIES

4. Plaintiff is the State of Arkansas, *ex rel.* Leslie Rutledge, Attorney General. Attorney General Rutledge is the chief legal officer of the State. Pursuant to Ark. Code Ann. § 4-88-104 and 4-88-113, the State may seek civil enforcement of the ADTPA.

5. Defendant Anthem Alarm, LLC was a for-profit limited liability company organized and registered in the State of Utah. It was dissolved in December 2019 but formerly operated with a business address of 2696 North University Ave., Suite 104, Provo, UT 84604. The registered agent for service for Anthem was Bradley Leeftlang,

6. Bradley J. Leeftlang is a natural person and former owner of Anthem within the meaning of Ark. Code Ann. § 4-88-113(d). As such, he is personally liable for not only his individual acts which violated Arkansas law but also for the individual and collective acts of Anthem. On information and belief, Bradley Leeftlang is a resident of Utah.

7. Chase R. Evans is a natural person and former owner of Anthem within the meaning of Ark. Code Ann. § 4-88-113(d). As such, he is personally liable for not only his individual acts which violated Arkansas law but also for the individual and collective acts of Anthem. On information and belief, Chase R. Evans is a resident of Orem, Utah.

III. JURISDICTION

8. This Court has jurisdiction over this matter pursuant to Ark. Code Ann. § 4-88-104 and the common law of the State of Arkansas.

9. Defendants are persons or entities that have transacted business in the State of Arkansas within the applicable statute of limitations. This Court has jurisdiction over Defendants pursuant to Ark. Code Ann. § 16-4-101 which extends personal jurisdiction to all persons, causes of action, and claims to the maximum extent permitted by the Due Process Clause of the Fourteenth Amendment of the United States Constitution. Defendants availed themselves of the benefit of conducting business in the State of Arkansas by selling, installing, and servicing home alarm systems and services within the State of Arkansas.

10. Venue is proper pursuant to Ark. Code Ann. §§ 4-88-104, 4-88-112 and the common law of the State of Arkansas.

IV. FACTUAL ALLEGATIONS

11. Anthem sold alarm systems, goods, and monitoring services, which cost thousands of dollars door-to-door, across the state of Arkansas.

12. Anthem contracts do not include the total sales price of the contract, the down payment, the unpaid balance, and the number, amount, and due dates of payments necessary to pay the unpaid balance in full.¹

13. Anthem contracts used in Arkansas in 2017 display a Louisiana alarm company license number, rather than an Arkansas alarm company license number, and a Louisiana address.²

14. Anthem door-to-door sales agents told consumers that their existing residential alarm company was going out of business, had been purchased by Anthem, or lost its license.

15. Anthem's contract contains an "Early Cancellation Fee" of 90% of the "stated terms" of the primary or renewal remaining term that is "applicable for sale of the home, death, and transfers."³

16. The typical length of the contract is, rather oddly, 66 months.

17. Anthem's 2017 contract provides for automatic renewal of successive periods "equal to one year."⁴

18. Anthem's contracts require a 60-day written notice before the expiration date to cancel.

19. Anthem's contracts do not contain the statutorily-mandated conspicuous statement that "the person receiving the professional home security services has the right without additional cost or penalty to terminate the

¹ Ex. 1.

² The Arkansas State Police licenses all alarm companies and agents operating in Arkansas. Ark. Code Ann. §§ 17-40-101 *et seq.*

³ Ex. 1.

⁴ Ex. 1 ¶2.

professional home security contract at the end of the initial term or the then-current renewal.”⁵

20. Anthem’s contracts provide for an 18% annual interest rate in the event of default.⁶

21. Anthem’s intent to immediately assign the contract is evidenced by its Notice of Cancellation form that directs the consumer to mail the form to an address in Connecticut that belongs to Safe Home Security, Inc. rather than Anthem.⁷

22. Anthem often failed to provide consumers with a Notice of Cancellation, and even when it did, the Notice of Cancellation provided did not comply with Arkansas law.

23. Anthem did not provide consumers with a fully completed copy of the contract and Notice of Cancellation at the time the consumer signed the document.

24. Anthem sold residential alarm service contracts to consumers who were sixty (60) years of age or older or disabled.⁸

25. Consumers have been unable to cancel their contracts, billed for services they did not receive, and billed for services after they canceled their contracts.

26. Anthem never registered its business as a foreign limited liability company with the Arkansas Secretary of State.

⁵ Ark. Code Ann. § 4-86-106(c)(2).

⁶ Ex. 1 ¶23, 2 ¶23.

⁷ Ex. 2 p. 3, Ex. 3 p. 3.

⁸ Ex. 4.

V. VIOLATIONS OF LAW

A. Anthem's Conduct Violated the Deceptive Trade Practices Act.

27. The ADTPA sets forth the State's prohibitions against deceptive and unconscionable trade practices.⁹

28. The business practices of Defendants constitute the sale of "goods" or "services."¹⁰

29. The same business practices constitute business, commerce, or trade.¹¹

30. It is unlawful to "knowingly make a false representation as to the characteristics, ingredients, uses, benefits, alterations, source, approval, or certification of goods or services...."¹²

31. Defendants have engaged in prohibited conduct by misrepresenting:

- a. That Anthem was providing alarm services through its own alarm company when, in fact, it was immediately assigning the contract to a different out-of-state company.

32. Arkansas law prohibits "disparaging the goods, services, or business, of another by false or misleading representation of fact."¹³

33. Defendants engaged in prohibited conduct by disparaging the consumers' existing alarm service provider, services, or components by :

- a. Telling consumers that Anthem was there to "upgrade" the customer's existing alarm components or services; or

⁹ Ark. Code Ann. §§ 4-88-101, *et seq.*

¹⁰ Ark. Code Ann. § 4-88-102(4) and (7).

¹¹ Ark. Code Ann. § 4-88-107.

¹² Ark. Code Ann. § 4-88-107(a)(1).

¹³ Ark. Code Ann. § 4-88-107(2).

- b. Telling consumers that their other service provider was going out of business, no longer in business, or unlicensed; or
- c. Telling consumers that their alarm system needed to be upgraded, which was untrue.

34. Arkansas law prohibits knowingly taking advantage of a consumer who is reasonably unable to protect his or her interest because of physical infirmity, ignorance, illiteracy, or inability to understand the language of the agreement or similar factor.¹⁴

35. Defendants knowingly took advantage of consumers who, due to their physical infirmity, illiteracy, ignorance, or inability to understand the language of the agreement were reasonably unable to protect their interests.

36. Defendants knew of consumers' physical infirmities, illiteracy, ignorance, or inability to understand the language of the contract because the sales were conducted in person.

37. It is a violation to engage in any unconscionable, false, or deceptive acts or practices in business, commerce, or trade.¹⁵

38. An unconscionable action is one that "affronts the sense of justice, decency, or reasonableness"¹⁶ or "violates public policy or statute."¹⁷

39. Defendants have engaged in unconscionable, false, or deceptive acts or practices in selling their goods and services.

¹⁴ Ark. Code Ann. § 4-88-107(a)(8).

¹⁵ Ark. Code Ann. § 4-88-107(a)(10).

¹⁶ *E.g., Universal Cooperatives, Inc. v. AAC Flying Services, Inc.* (2013) 710 F.3d 790.

¹⁷ *E.g., Baptist Health v. Murphy*, 365 Ark. 115, 226 S.W.2d 800 (2006).

40. Defendants have affronted the “sense of justice, decency, or reasonableness” or “violate[d] public policy or statute,” and thus engaged in prohibited conduct, because:

- a. Anthem’s door-to-door salespeople lied to vulnerable consumers;
- b. Anthem employees lied to consumers by telling them that their existing alarm systems or components needed to be updated and led consumers to believe that their existing system or service would not protect them;
- c. Anthem conducted business in Arkansas when it was not registered with the Arkansas Secretary of State;
- d. Anthem’s contract contains a penalty interest rate that exceeds Arkansas’s usury cap;¹⁸ and
- e. Anthem misleadingly sought to enforce contracts that are unenforceable under Arkansas law.

41. When utilized in connection with the sale or advertisement of any goods, services, or charitable solicitation, the law prohibits the “act, use, or employment of any deception, fraud, or false pretense.”¹⁹

42. Defendants engaged in the act, use or employment of deception, fraud, or false pretense by:

- a. Telling consumers that their existing alarm company was going out of business or lost its license when that information was not true.

¹⁸ Ark. Const. Art. 19 § 13.

¹⁹ Ark. Code Ann. § 4-88-108(1).

- b. Telling consumers that their equipment or service needed to be upgraded to get an emergency response, which was not true.

43. When utilized in connection with the sale or advertisement of any goods, services, or charitable solicitation, the law prohibits the “concealment, suppression, or omission of any material fact with the intent that others rely upon the concealment, suppression, or omission.”²⁰

44. Anthem has engaged in prohibited conduct by:

- a. Concealing, suppressing, or omitting the material fact that it was not registered with the Secretary of State to conduct business while regularly entering binding contracts with Arkansas consumers, employing door-to-door salespersons, and receiving significant revenue from its illicit activities.
- b. Concealing, suppressing, or omitting the material fact that it intended to immediately assign any new customer contract to another out-of-state alarm company for billing, service, monitoring, and repairs.

45. It is a violation to engage in unconscionable, false, or deceptive acts or practices in business, commerce, or trade.²¹ Defendants have engaged in prohibited conduct by:

- a. Using contracts that contain an auto-renewal provision that clearly violate Arkansas law;

²⁰ Ark. Code Ann. § 4-88-108(2).

²¹ Ark. Code Ann. § 4-88-107(a)(10).

- b. Using contracts that listed an out-of-state alarm license company number;
- c. Using contracts that contain an 18% annual default interest rate that violations Arkansas's constitutional usury cap;²²
- d. Using contracts with an unconscionable 90% Early Cancellation Fee for termination that operated as a penalty rather than liquidated damages; and
- e. Violating the HSSA.

46. Defendants directly or indirectly controlled each other. Every “person” who directly or indirectly controls another person who is in violation of or liable under this chapter and every partner, officer, or director of another person who is in violation of or liable under this chapter shall be jointly and severally liable for any penalties assessed and any monetary judgments awarded.²³

B. Anthem violated the Home Solicitation Sales Act (HSSA).

47. Any home solicitation sale conducted in violation of the HSSA shall constitute an unfair and deceptive act or practice as defined by Ark. Code Ann. § 4-88-101, *et seq.*²⁴

48. Anthem is a “seller” of consumer goods or services defined by the statute as “any person, partnership, corporation, or association engaged in the door-to-door or telephone sale of consumer goods or services.”²⁵

²² Ark. Const. Art. 19 § 13.

²³ Ark. Code Ann. § 4-88-133(d).

²⁴ Ark. Code Ann. §4-89-106(a)(1).

49. Alarm components are “goods” described as “tangible chattels bought primarily for personal, family, or household purposes, including certificates or coupons exchangeable for such goods, and including goods which, at the time of the sale or subsequently, are to be so affixed to real property as to become a part of such real property whether or not severable therefrom[.]”²⁶

50. Alarm installation, maintenance, and monitoring are “services” within the meaning of the HSSA described as “work, labor, or other services furnished primarily for personal, family, or household purposes, including, but not limited to, services in connection with the repair, alteration, or improvement of residential premises...”²⁷

51. Anthem failed to comply with the requirements of the HSSA when Anthem failed to honor consumers’ three-day right to cancel and refused to refund payments made within ten (10) days.²⁸

52. Anthem failed to disclose clearly and unqualifiedly at the initial contact or solicitation and at all subsequent contacts or solicitations, whether by telephone, written communication, or person-to-person, that the purpose of the contact or solicitation was to sell goods or services.²⁹

²⁵ Ark. Code Ann. § 4-89-102(5).

²⁶ Ark. Code Ann. § 4-89-102(3).

²⁷ Ark. Code Ann. § 4-89-102(6).

²⁸ Ark. Code Ann. § 4-89-108-109.

²⁹ Ark. Code Ann. § 4-88-102(2)(H).

53. Anthem failed to disclose clearly and conspicuously, both orally and in writing in the contract:³⁰

- (A) The total cash price;
- (B) The down payment;
- (C) The unpaid balance of the cash price;
- (D) The number, amount, and due dates of payments necessary to pay the unpaid balance in full; and
- (E) An accurate description of the goods or services purchased.

54. Anthem violated the HSSA when its door-to-door salespersons left portions of the contract blank, did not sign the contract, or filled in items after the consumer signed the contract.

55. Anthem did not provide consumers with a fully-completed copy of the writing at the time the consumer signed the writing as required by HSSA.³¹

56. At the time the consumer signed or agreed to purchase goods and services, Anthem did not provide the consumer with a completed form, in duplicate, of the Notice of Cancellation as required by HSSA.³²

C. Anthem violated the Arkansas Renewal of Professional Home Security Contracts

³⁰ Ark. Code Ann. § 4-88-102(2)(I). (No Anthem contract provided by a consumer with their complaint complies with Arkansas law.)

³¹ Ark. Code Ann. § 4-89-108(b)(1).

³² Ark. Code Ann. § 4-89-108(c).

57. Anthem’s contract renewal clause fails to “conspicuously state that the person receiving the home security services has the right to cancel without additional cost or penalty to terminate the professional home security services contract at the end of the initial terms or the then-current renewal” as required by Arkansas law.³³

PRAYER FOR RELIEF

58. The Attorney General may bring a civil action to seek to prevent persons from engaging in the use or employment of prohibited practices.³⁴

59. Likewise, the Attorney General may bring a civil action to seek to restore to any purchaser who has suffered any ascertainable loss by reason of the use or employment of the prohibited practices any moneys or real or personal property which may have been acquired by means of any practices declared to be unlawful, together with other damages sustained.³⁵

60. The Attorney General may seek an injunction prohibiting any person from engaging in any deceptive or unlawful practice.³⁶

61. Any person who violates the provisions of the ADTPA may be assessed a civil penalty of up to \$10,000 per violation.³⁷

62. Any person who violates the provisions of the ADTPA shall be liable to the Office of the Attorney General for all costs and fees, including but not limited to,

³³ Ark. Code Ann. § 4-86-106(c)(2)(A) (No contract provided with a consumer complaint complies with Arkansas law.)

³⁴ Ark. Code Ann. § 4-88-113(a)(1).

³⁵ Ark. Code Ann. § 4-88-113(a)(2)(A).

³⁶ Ark. Code Ann. §§ 4-88-104 and 4-88-113(a)(1).

³⁷ Ark. Code Ann. § 4-88-113(a)(3).

expert witness fees and attorney's fees, incurred by the Office of the Attorney General in the prosecution of such actions.³⁸

63. All remedies, penalties, and authority granted to the Attorney General under the ADTPA shall be available to the Attorney General for enforcement of the HSSA.³⁹

64. A "person" is an individual, organization, group, association, partnership, corporation, or any combination thereof.⁴⁰

65. Defendants Anthem, Leeflang, and Evans are each a "person" who has engaged in an unconscionable, false, or deceptive act or practice in business, commerce, or trade.

66. The State will exercise its right to a trial by jury.

WHEREFORE, the above premises considered, the State of Arkansas, *ex rel.* Leslie Rutledge, Attorney General, respectfully requests that this Court:

- a. Issue such orders, pursuant to Ark. Code Ann. §§ 4-88-104 and 4-88-113(a)(1), as may be necessary to prevent the use or employment by the Defendants of the practices described herein which are violations of the ADTPA;
- b. Enjoin Anthem from conducting door-to-door sales;
- c. Issue an order, pursuant to Ark. Code Ann. § 4-88-113(a)(2)(A), requiring Defendants to pay consumer restitution to those Arkansas consumers affected by the activities outlined herein; in addition, or in

³⁸ Ark. Code Ann. § 4-88-113(e).

³⁹ Ark. Code Ann. § 4-89-107(a)(2).

⁴⁰ Ark. Code Ann. § 4-88-102(5).

the alternative, enter an order requiring Defendants to remit to affected consumers all sums obtained from Arkansas consumers by methods prohibited by Arkansas law;

- d. Issue an order requiring Defendants to comply with requests from those consumers who wish to cancel their service, to discontinue any further efforts to collect money from those consumers, withdraw any consumer accounts that have been referred to a collection agency, and remove any negative credit information from the consumers' credit record.
- e. Impose civil penalties pursuant to Ark. Code Ann. § 4-88-113(b), to be paid to the State by the Defendants in the amount of \$10,000.00 per violation of the ADTPA proved at a trial of this matter, the full amount of which will exceed the amount necessary to establish federal diversity jurisdiction.
- f. Impose additional civil penalties not to exceed \$10,000 for each violation when an elder or person with a disability was targeted pursuant to Ark. Code Ann. § 4-88-201, to be paid to the Treasurer of the State and placed into the Elder and Disabled Victims Fund.
- g. Issue an order, pursuant to Ark. Code Ann. § 4-88-113(e), requiring Defendants to pay the State's costs in this investigation and litigation, including, but not limited to, attorneys' fees and costs; and
- h. For all other just and proper relief to which the State may be entitled.

Respectfully submitted,

LESLIE RUTLEDGE
ATTORNEY GENERAL

By: _____

Kate Donovan, Ark. Bar No. 98189
Senior Assistant Attorney General
Arkansas Attorney General's Office
323 Center Street, Suite 200
Little Rock, AR 72201
(501) 682-8114
Kate.Donoven@ArkansasAG.gov

Anthem Alarm LLC

1000 Veterans Memorial Blvd Suite 212, Metairie, LA 70005 Lic# F2268
AGREEMENT FOR MONITORING AND INSTALLATION OF SECURITY SYSTEMS

1. This agreement is entered into on 06/03/2017, between Anthem Alarm LLC hereinafter referred to as "Company" and

Faye Morgan

Name 1

OR

Name 2

Address 20700 Lisa Dr

Street

Little Rock

City

AR

State

72210

Zip

SSN#

DOB

SSN#

DOB

Name 1

Name 1

Name 2

Name 2

hereinafter referred to as the Client."

Phone (501)352-6661

E-mail Fayemorgan@icloud.com

2. SERVICE AND EQUIPMENT: Company agrees to provide and client agrees to pay for service and/or equipment as described below:

3. MONITORING: Company agrees to provide monitoring service for a period of 66 months from the above date. **This agreement shall automatically renew without action by either party under the same terms and conditions for successive periods equal to twelve (12) months unless either party gives to the other at least sixty (60) days written notice, prior to expiration date, of intention to terminate this Agreement upon any expiration date. Upon renewal, service will be billed at then-current monitoring fees.**

RENEWAL TERM: Each renewal period shall be limited to the maximum term allowed by state law. If not limited by State law, the above terms in Paragraph 3 will apply.

4. MONITORING CHARGES: Monthly monitoring charge of \$ 44.99 plus applicable sales tax. ☐ Includes ☐ Paris Only Warranty ☐ Parts and Labor Warranty ☐ Cell Backup ☐ Monthly Equipment Charge and is payable in advance and shall be paid _____ (if paid quarterly an additional service charge of \$3.00 per quarter shall apply).

EARLY CANCELLATION: Client may cancel prior to completion of primary or renewal term upon receipt of ninety percent (90%) of stated terms. Applicable for sale of home, death and transfers. All cancellation requests must be in writing.

5. ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION: The Client authorizes the Company to make EFT's from the Client's bank account for the amount of the monitoring, tax, or other alarm charges. The Client further agrees that if at any time the Client decides to discontinue the direct payment option, the client must notify the Company. The Company is not liable in any way for erroneous bill statements or incorrect debits to the Client's account and should an error occur, the Company's only responsibility is to correct it when and if it receives notice of the error from the Client. The Client further agrees that should any direct payment be returned, the client shall be liable for a \$20.00 returned payment fee where permitted by law.

☐ Check here to decline EFT Payment Option Client's Signature if declined _____

Acct #: _____ Rtg #: _____ Exp Date: _____ Card#: _____

Bank Name: Telco Federal Credit Union Billing Cycle: 5 ☐ 1st ☐ 17th ☐ Visa ☐ MC ☐ AmEx ☐ Bank/Debit/ATM Card

6. EQUIPMENT TO BE INSTALLED

See attached Schedule A.

7. ADDITIONAL PROTECTION: The need for additional protection of intrusion, fire/smoke, cellular, panic, duress, and medical emergency has been explained to the Client. Client declines the offer to purchase additional equipment.

8. EQUIPMENT CHARGES:

Special Note	
Total Equipment and Installation Charges	\$
Activation <input type="checkbox"/> EFT/CC 3 mo x \$33.00 <input type="checkbox"/> EFT/CC \$99.00	\$ 0.0000
Balance Due	\$

9. SERVICE REPAIRS TO CLIENTS SYSTEM: Unless otherwise indicated, the client understands that the monitoring fee covers only the monitoring service and client agrees to pay Company for all service or repairs to the alarm system. Client hereby agrees to periodically test, at least monthly, observe Client's system, be aware of its operational status in accordance with the operating instructions, and request service if needed.

10. ENTIRE AGREEMENT: It is agreed to and understood by the parties that this agreement constitutes the entire agreement by the parties and there are no verbal understandings changing or modifying any of the terms of this agreement. This agreement may not be changed, modified or varied except in writing and signed by an authorized representative of the Company. Client hereby acknowledges that he/she has read, received a copy of, and understands this entire agreement, including the attached Notice of Cancellation.

11. INVALID PROVISIONS: If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

12. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Written By: [Signature] Client Signature: [Signature]
 DFDE48BD23F246C... SA2A51765FBE44E...

Approval Date: _____ Date: 06/03/2017
 (For office use only)

READ TERMS AND CONDITIONS ON REVERSE SIDE

Louisiana License: F2268

EXHIBIT

1

13. INDEMNIFICATION. Notwithstanding any other provisions of this Agreement, the Client agrees to and shall indemnify and save harmless the Company, its employees and agents for and against any claims, suits, losses, demands, and expenses arising from any death or injury or any other harm to any person whether caused by negligence of the Company, its officers, agents, employees, or any other cause which results in any way from the failure on the part of the Company to perform any of its obligations or from the failure of the System to operate properly.

14. LIMITED WARRANTY. Except as specifically set forth hereinafter, Company shall not be obliged to provide service of any type to the System for the benefit of the Client. If Client wishes the System to be serviced by the Company beyond the limited warranty and the extended warranty periods, such Agreement shall be separately negotiated by the parties. The Agreement does not cover damage or service resulting from accidents, preexisting equipment (Client understands that the alarm System may not work with equipment used by other Alarm Companies or Monitoring Centers), Acts of God, alterations, misuse, tampering, abuse or trouble due to power failure or batteries, ordinary maintenance due to wear and tear, and any cause beyond the control of the Company. Company does not warrant that the System cannot be defeated, bypassed or compromised, or that it will always operate. At the Company's option a fee may be charged for unnecessary service created by the Client. Any part of the System installed under this Agreement which proves defective in material or workmanship within ninety (90) days of the date of completion of the installation will be repaired or replaced with a new or functionally operative part with no cost to the Client for materials or labor. Service under this warranty is available by simply contacting the Company, 850 HWY 557, West Monroe, LA 71292.

15. COMPANY NOT AN INSURER AND LIQUIDATED DAMAGES.

It is understood and agreed: That the Company is not an insurer. That insurance, if any, shall be obtained by the Client; that the payments provided for herein are based solely upon the value of the services set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that the Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the System is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to the Client because of, among other things; a) The uncertain amount of the value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences with which the System is designed to detect or avert; b) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding; c) The inability to ascertain what portion, if any, of any loss would be proximately caused by the Company's failure to perform or by failure of its equipment to operate; d) The nature of the service to be performed by the Company. Client understands and agrees that if the Company should be found liable for loss or damage due to the failure of the Company to perform any of the obligations herein, including, but not limited to installation, maintenance or service or the failure of the System or equipment in any respect whatsoever, the Company's liability shall be limited to five hundred (\$500.00) dollars as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause or negligence, active or otherwise, of the Company, its agents, assigns, or employees. If Client wishes the Company to assume a limited liability in lieu of the liquidated damages as hereinabove set forth, Client may obtain from Company a limitation of liability by paying an additional monthly service charge to the Company. If the Client elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions, and the amount of the limited liability, and the monthly charge. Such rider and additional obligation shall in no way be interpreted to hold the Company as an insurer.

16. COMMUNICATION TO AUTHORITIES. The Client understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals. Client also understands that the Company does not receive signals when the transmission mode is, or becomes, non-operational and that the signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or otherwise damaged. The Client furthermore understands that the Company assumes no liability for failure of the Client's System as a result of the transmission mode becoming non-operational.

17. COMPANY'S RESPONSIBILITIES. Client acknowledges and agrees that company's sole responsibility upon receipt of a medical emergency signal transmitted from the panel is to telephone the medical assistance providers as directed by Client. Client understands and agrees that company and representatives are hereby released from all liability due to active or passive sole, joint or several negligence of any kind or degree of company or representatives which Client, or anyone claiming through Client, in any way might or could claim against company or representatives based upon, arising out or from, in connection with, resulting from, related to or as a consequence of company's or representative's failure to contact or improper dispatch of medical assistance providers. If Company receives an abort message for any transmission from the panel from a person on the premises or electronically from the System prior to notifying the Authority, Company will not notify the Authority. Company will instead attempt to rescind the notification. If the Center reasonably believes that an emergency condition does exist, it will try to telephone the Authority or other emergency personnel and the first available person on the emergency call list that Client gives Company to use, unless the Authority has adopted either a non-response policy or requires physical verification of the alarm before responding. In such event, the Center will not initially notify the Authority and shall only attempt to notify Customer or Customer's designated representative. If Client or Client's representative physically inspects Client's premises and advises the Center that an actual emergency condition exist, the Center will attempt to notify the Authorities.

18. INTERRUPTION OR DELAY OF SERVICE. The Company assumes no liability for delays in installation or interruption of service due to strikes, riots, floods, fires, acts of God or any causes beyond the control of the Company. The Company will not be required to supply service to the Client while interruption of the service due to any such cause shall continue.

19. THIRD PARTY INDEMNIFICATION. Client agrees to and shall indemnify, defend and hold harmless the Company, its employees and agents for and against all claims, lawsuits, and losses which claim and/or lawsuit is brought or lost sustained by parties and entities other than the parties to this Agreement (herein referred to as third parties). This provision shall apply to all claims, lawsuits, or damages caused by the Company's negligent performance, whether active or passive and to all claims based upon defects in design, installation, maintenance, monitoring, operation or non-operation of the alarm System, whether those claims be based upon negligence, active or passive, warranty, or strict or product liability on the part of the Company, its agents, servants, or employees. This Agreement by Client to indemnify the Company against third party claims as hereinabove set forth shall not apply to losses, damages, expenses resulting in injury or death to third persons, which losses, damages, expenses, and liability are solely and directly caused by the acts of said employee.

20. SUBROGATION. Client hereby releases, discharges and agrees to hold the Company harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance by insurance in or on the premises of the Client whether said claim is made by Client, his agents, or insurance company or by any other parties claiming under or through Client. Client agrees to indemnify the Company against, defend and hold the Company harmless from any action for subrogation which may be brought against the Company by an insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

21. CANCELLATION DUE TO CATASTROPHE. This contract may be canceled without notice at the option of the Company, in case the Company's central station, connecting wires or equipment within the Client's premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service and may likewise be cancelled at the option of the Client, in the event the Client's premises are so destroyed or seriously damaged.

22. WARNING AND TESTING OF EQUIPMENT. Smoke detectors, panic buttons, medical pendants, and other electronic components operate off A.C. (electric) or battery power. If batteries become dead or electric power is lost, smoke detectors and other components will not operate and the alarm will not sound or communicate to the central station. The System and all components should be tested by the Client at least twice monthly through to the central station to insure the System is functioning. If the Client discovers malfunctions or desires explanation on System testing, he should contact the Company's service department for immediate service. The Company assumes no liability for periodic testing of the System.

23. FAILURE TO MEET PAYMENT. In the event of a failure to meet a scheduled payment of any of the charges due and payable on this Agreement, the remainder of this Agreement, including interest of 1.5% per month (18% per year) and attorney's fees accrued thereon, will be accelerated and become immediately payable in full.

24. DEFAULT. If any one or more of the following events shall occur, then to the extent permitted by law, the Company shall have the right to exercise any one or more of remedies set forth below:

EVENTS: 1) Failure to pay any installment due; 2) Client and/or its Guarantor becomes insolvent or files for Bankruptcy protection (voluntary or involuntary); 3) A receiver, trustee, conservator or liquidator is appointed on behalf of the Client or Guarantor under any Federal or State Law; 4) Client's breach of any other section of this Agreement and fails to remedy said Breach within 10 days after breach; 5) Client enters into a new Agreement with another Alarm Company for services at the contracted premise before this Agreement's expiration date.

REMEDIES: If this Agreement shall be breached by the Client or if the Client shall be in default as set forth above, the Company shall have the option to: 1) Declare immediately due and payable any unpaid balance, including interest and late Charges; 2) Without demand or legal process, demand the Client return the equipment. If Client does not voluntarily return equipment, Client authorizes Company to enter the premise and remove equipment; 3) Bring action for collection of: damages, expenses, expenses of repossession, if any, cost of storing, shipping, repairing and insuring said equipment, reasonable attorney's fees, court costs, and interest; 4) declare immediately due the full retail price of all equipment installed; 5) Disconnect services without notice. If Client asks Company to reconnect services after services are disconnected, Client agrees to pay company, in advance, then prevailing reconnect fees.

All remedies of the Company are cumulative, and are in addition to any other remedies provided by the law. The election of one remedy shall not be deemed a waiver to any other remedies nor shall it preclude the Company from electing any other remedy concurrently. No failure or delay on the part of the Company to elect a remedy shall be deemed a waiver nor shall it modify the Agreement.

25. LATE CHARGES. In the event that the Client shall fail to pay any installment under this Agreement within thirty days of its due date, the Client hereby agrees to pay interest of 1 1/2% per month (18% per year) of the late installment. In addition the client agrees to pay an appropriate late charge where permissible by law.

26. ASSIGNEES/SUBCONTRACTORS OF COMPANY. Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have a further right to subcontract any installation and/or services, including monitoring, which is may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to the Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification limitation on lawsuits, venue, and waiver of Jury Trial, inure to the benefit of and applicable to any assignees and/or subcontractors of the Company, and they bind Client with respects to said assignees and/or subcontractors with the same force and effect they bind the Client to Company.

27. INCREASE IN SERVICE FEES. You acknowledge that the services fee is based upon existing federal, state and local taxes and other third-party charges. Company shall have the right, at any time, to increase the services fee to reflect any additional Governmental fees such as increased taxes, licenses, permits, or fees which Company may incur or which may be charged to Company by any utility or governmental agency relating to the services Company provides and Client agrees to pay the same. In addition, Company may increase the services fee for any renewal term by giving Client sixty (60) days prior notice.

28. INSTALLATION OF THE SYSTEM. Customer warrants that Customer has full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System. Customer has approved the location of where the Panel, control panel, keypads, audible devices, and all devices that will be installed. If telephone utility services or cables are necessary for the installation and operation of the System, Client will provide them at Client's expense. Client has affirmative duty to inform Company, prior to beginning installation, of every location at the premises where Company should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, Company will determine where to drill holes and place equipment. Company will take reasonable precautions to avoid concealed obstruction, but have no means of determining with certainty if they exist. Any cost to repair pipes, wires or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be Client's sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, Company will cease work until Client has, at Client's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that the continuation of work will not pose any danger to Company personnel. In no case shall Company be liable for discovery or exposure of hidden asbestos or other hazardous material. After Company completes the System, Client and Company's representative will inspect it. If any items are missing or not properly installed, Client will advise Company in writing within ten (10) days, otherwise the System will have been accepted by Client.

29. FALSE ALARMS & PERMITS. Client agrees that Client and others using the System, will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond Company's control can cause false alarms. Client will pay any false alarm fine(s), penalty or fee that is charged against Client, and if a false alarm fine, penalty or fee is charged to Company by any governmental agency, Client will pay Company for the charge. Client further agrees to make Company aware of any permits required in Client's jurisdiction, whether for Alarm System or Building Permits, and Client agrees to pay the price of these permits.

30. CHANGES TO THE SYSTEM. If Client or any governmental agency or insurance interest wants Company to change the System described herein, or change it after it is installed, Company agree to pay Company's standard parts and labor charges for such changes. Client agrees that Client has chosen the System and Client understands that additional or different protection may be available for a higher price.

31. CHANGES IN LAW. Client understands that Client's jurisdiction may require visual verification before dispatching. If Client's jurisdiction requires visual verification, Client agrees to pay for additional services needed to ensure compliance.

32. LIMITATION ON LAWSUITS; VENUE; WAIVER OF JURY TRIAL. Both Company and Client agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or files more than one (1) year after the incident giving rise to the claim occurred. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State Courts or in the Courts of the United States located in the District or County where Company's principal place of business is located. Each party consents to the exclusive jurisdiction and venue of each such court in any such suit and waives any objection that it may have to jurisdiction or venue of any such suit. **Unless prohibited by law, any law suit brought by either party with respect to this Agreement shall not be heard before a jury. Both parties hereby waive any right to a jury trial. Client waives any right to counterclaim.**

33. INFORMATION AND PRIVACY. Client understands and agrees that in conjunction with employee training, quality control and the provision of services, Company may monitor and/or electronically record video and audio related to monitored activity at Client's location and to telephone communications with Client regarding Client's account. as well as conversations with Client, emergency services providers, and law enforcement personnel. Further, Client understands that privacy cannot be guaranteed on telephone, cable and computer systems, and Company shall not be liable to Client for any claims, loss, damages or costs which may result from a lack of privacy experienced. Client consents to company i) using information about Client and Client's location (collectively, "information") to administer services, offer Client new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, ii) provide information, including information contained on Client's emergency information in Company's database, to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and iii) using and sharing customer information and statistics that do not include information that identifies Client personally. Except as required to provide the services that Client has selected, Company will not otherwise monitor Client's premises.

34. COMPANY'S RIGHT TO FILE A MECHANIC'S LIEN. Client acknowledges and is aware that if Client defaults in the performance of any of the terms or conditions of this Agreement, Company may have the right to record a Mechanic's Lien upon any property upon which Company has bestowed labor and/or furnished material or appliances or equipment, for the value of such labor done, or materials furnished, and/or for the value of the use of such appliances or equipment, whether done or furnished at the instance of the owner or any person acting by or under the authority of the owner, or under the owner as a contractor or otherwise. Client may be entitled to protect Client's self under applicable law against such claims either by filing with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where the premises is located.

35. TITLE. Title to all equipment and material shall remain at all times in Company until initial period of this Agreement expires.

36. ACCEPTANCE OF INSTALLATION. Client hereby acknowledges and agrees that any error or omission in the installation of the System must be brought to the attention of Company in writing within five (5) days after the completion of installation; otherwise, the installation shall be deemed accepted by and satisfactory to Customer.

37. TRANSMISSIONS/SIGNAL LINES. A monitored System includes a Panel that sends signals to the Center over Client's regular telephone service, and/or cellular service or long-range radio. When System is activated, Client will be unable to use telephone to make other calls (such as calls to the 911 emergency operator), and therefore Client may wish to have System line connected to a second telephone line connected to alarm System. If Client's telephone service is criminally attacked, tampered with, is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the center will not know the telephone service problem. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent the System from reliably and successfully transmitting alarm or other signals to the Center after it is installed or at any time in the future, and/or interfere with the telephone line-seizure of the System. Client agrees to notify Company if Client installs or intends to install DSL, VoIP, BPL or other broadband or Internet service. Client agrees to test signal transmission with the center immediately after installation of the above mentioned services and agrees to periodic testing thereafter. Action on an intrusion alarm may be suspended for a maximum of 60 seconds pending the receipt of a Cancel/Abort Signal. Action on a supervisory, trouble, A/C failure or low battery alarm may be suspended for a maximum of 60 minutes pending receipt of a restore signal. Company is not responsible or liable for notification to client of low battery or any loss of power.

38. RENEWAL PERIODS. Each renewal period shall be limited to the maximum term allowed by state law. If not limited by State Law, each renewal period shall be defined by section three (3).

39. ACKNOWLEDGEMENT. Client acknowledges that this Agreement shall not take effect until Company has received a Client's satisfactory credit report. Customer hereby authorizes release of credit information to the company and/or its assignees. Neither Company nor its contractor shall be obligated to provide monitoring service until it has received: i) a fully executed copy of this Agreement, ii) Client's call list, abort code, and notification instructions, iii) Client's initial payment, iv) an alarm permit if required by Client's jurisdiction, and v) valid test signals from Customer's System.

NOTICE OF CANCELLATION

06/03/2017 (Date of Transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER, AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO Anthem

Alarm LLC AT 1000 Veterans Memorial Blvd, STE 212
Metairie, LA 70005

NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION

(Date)

(Buyer's Signature)

(Address)

(City)

(State)

(Zip)

NOTICE OF CANCELLATION

06/03/2017 (Date of Transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER, AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO Anthem

Alarm LLC AT 1000 Veterans Memorial Blvd, STE 212
Metairie, LA 70005

NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION

(Date)

(Buyer's Signature)

(Address)

(City)

(State)

(Zip)

Schedule A.

[illegible]

I have read and agree to the equipment and pricing listed above

DS
7m

(Clients Initials)

Anthem Alarm LLC

2696 North University Ave Suite 104, Provo, UT 84604 Tel 1-800-833-3211
AGREEMENT FOR MONITORING AND INSTALLATION OF SECURITY SYSTEMS

1. This agreement is entered into on 09/26/2018, between Anthem Alarm LLC, hereinafter referred to as "Company" and

Test Test _____ OR _____
 Name 1 _____ Name 2 _____
 Address 111111 _____ Birmingham _____ AR _____ 35005 _____
 Street City State Zip
 SSN# _____ DOB _____ SSN# _____ DOB _____
 Name 1 Name 2 Name 2
 hereinafter referred to as the Client." Phone ((800)000-0000 E-mail info@anthemalarm.com

2. SERVICE AND EQUIPMENT: Company agrees to provide and client agrees to pay for service and/or equipment as described below:

3. MONITORING: Company agrees to provide monitoring service for a period of 66 months from the above date. This agreement shall automatically renew without action by either party under the same terms and conditions for successive periods equal to one (1) month unless either party gives to the other at least sixty (60) days written notice, prior to expiration date, of intention to terminate this Agreement upon any expiration date. Upon renewal, service will be billed at then-current monitoring fees.

4. MONITORING CHARGES: Monthly monitoring charge of \$ 54.99 plus applicable sales tax. ☒ Includes ☐ Parts Only Warranty ☒ Parts and Labor Warranty ☒ Cell Backup ☐ Monthly Equipment Charge and is payable in advance and shall be paid ☒ Monthly ☐ Quarterly (if paid quarterly an additional service charge of \$3.00 per quarter shall apply).

EARLY CANCELLATION: Client may cancel prior to completion of primary or renewal term upon receipt of ninety percent (90%) of stated terms. Applicable for sale of home, death and transfers. All cancellation requests must be in writing.

5. ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION: The Client authorizes the Company to make EFT's from the Client's bank account for the amount of the monitoring, tax, or other alarm charges. The Client further agrees that if at any time the Client decides to discontinue the direct payment option, the client must notify the Company. The Company is not liable in any way for erroneous bill statements or incorrect debits to the Client's account and should an error occur, the Company's only responsibility is to correct it when and if it receives notice of the error from the Client. The Client further agrees that should any direct payment be returned, the client shall be liable for a \$20.00 returned payment fee where permitted by law.

☐ Check here to decline EFT Payment Option Client's Signature if declined _____

Acct #: _____ Rtg #: _____ Exp Date: _____ Card#: _____

Bank Name: _____ Billing Cycle: 1 ☐ Visa ☐ MC ☐ AmEx ☐ Bank/Debit/ATM Card

6. EQUIPMENT TO BE INSTALLED

See attached Schedule A.

7. ADDITIONAL PROTECTION: The need for additional protection of intrusion, fire/smoke, cellular, panic, duress, and medical emergency has been explained to the Client and the Client declines the offer to purchase additional equipment. _____
 (Initials)

8. EQUIPMENT CHARGES:

Special Note	
Total Equipment and Installation Charges	\$
Activation <input type="checkbox"/> EFT/CC 3 mo x \$33.00 <input type="checkbox"/> EFT/CC \$99.00	\$ 0.00
Balance Due	\$

9. SERVICE REPAIRS TO CLIENTS SYSTEM: Unless otherwise indicated, the client understands that the monitoring fee covers only the monitoring service and client agrees to pay Company for all service or repairs to the alarm system. Client hereby agrees to periodically test, at least monthly, observe Client's system, be aware of its operational status in accordance with the operating instructions, and request service if needed.

10. ENTIRE AGREEMENT: It is agreed to and understood by the parties that this agreement constitutes the entire agreement by the parties and there are no verbal understandings changing or modifying any of the terms of this agreement. This agreement may not be changed, modified or varied except in writing and signed by an authorized representative of the Company. Client hereby acknowledges that he/she has read, received a copy of, and understands this entire agreement, including the attached Notice of Cancellation.

11. INVALID PROVISIONS: If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

12. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Written By: _____ Client Signature: _____

Written By: _____ Client Signature: _____

Approval Date: _____ Date: 09/26/2018

(For office use only)

READ TERMS AND CONDITIONS ON REVERSE SIDE

License Number: AR ECMPY 2591

EXHIBIT
2

13. INDEMNIFICATION. Notwithstanding any other provisions of this Agreement, the Client agrees to and shall indemnify and save harmless the Company, its employees and agents for and against any claims, suits, losses, demands, and expenses arising from any death or injury or any other harm to any person whether caused by negligence of the Company, its officers, agents, employees, or any other cause which results in any way from the failure on the part of the Company to perform any of its obligations or from the failure of the System to operate properly.

14. LIMITED WARRANTY. Except as specifically set forth hereinafter, Company shall not be obliged to provide service of any type to the System for the benefit of the Client. If Client wishes the System to be serviced by the Company beyond the limited warranty and the extended warranty periods, such Agreement shall be separately negotiated by the parties. The Agreement does not cover damage or service resulting from accidents, preexisting equipment (Client understands that the alarm System may not work with equipment used by other Alarm Companies or Monitoring Centers), Acts of God, alterations, misuse, tampering, abuse or trouble due to power failure or batteries, ordinary maintenance due to wear and tear, and any cause beyond the control of the Company. Company does not warrant that the System cannot be defeated, bypassed or compromised, or that it will always operate. At the Company's option a fee may be charged for unnecessary service created by the Client. Any part of the System installed under this Agreement which proves defective in material or workmanship within ninety (90) days of the date of completion of the installation will be repaired or replaced with a new or functionally operative part with no cost to the Client for materials or labor. Service under this warranty is available by simply contacting the Company, 1125 Middle St, Middletown, CT 06457 Tel 800-833-3211.

15. COMPANY NOT AN INSURER AND LIQUIDATED DAMAGES. It is understood and agreed: That the Company is not an insurer. That insurance, if any, shall be obtained by the Client; that the payments provided for herein are based solely upon the value of the services set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that the Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the System is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to the Client because of, among other things: a) The uncertain amount of the value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences with which the System is designed to detect or avert; b) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding; c) The inability to ascertain what portion, if any, of any loss would be proximately caused by the Company's failure to perform or by failure of its equipment to operate; d) The nature of the service to be performed by the Company. Client understands and agrees that if the Company should be found liable for loss or damage due to the failure of the Company to perform any of the obligations herein, including, but not limited to installation, maintenance or service or the failure of the System or equipment in any respect whatsoever, the Company's liability shall be limited to five hundred (\$500.00) dollars as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause or negligence, active or otherwise, of the Company, its agents, assigns, or employees. If Client wishes the Company to assume a limited liability in lieu of the liquidated damages as hereinabove set forth. Client may obtain from Company a limitation of liability by paying an additional monthly service charge to the Company. If the Client elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions, and the amount of the limited liability, and the monthly charge. Such rider and additional obligation shall in no way be interpreted to hold the Company as an insurer.

16. COMMUNICATION TO AUTHORITIES. The Client understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals. Client also understands that the Company does not receive signals when the transmission mode is, or becomes, non-operational and that the signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or otherwise damaged. The Client furthermore understands that the Company assumes no liability for failure of the Client's System as a result of the transmission mode becoming non-operational.

17. COMPANY'S RESPONSIBILITIES. Client acknowledges and agrees that company's sole responsibility upon receipt of a medical emergency signal transmitted from the panel is to telephone the medical assistance providers as directed by Client. Client understands and agrees that company and representatives are hereby released from all liability due to active or passive sole, joint or several negligence of any kind or degree of company or representatives which Client, or anyone claiming through Client, in any way might or could claim against company or representatives based upon, arising out of or from, in connection with, resulting from, related to or as a consequence of company's or representative's failure to contact or improper dispatch of medical assistance providers. If Company receives an abort message for any transmission from the panel from a person on the premises or electronically from the System prior to notifying the Authority, Company will not notify the Authority. Company will instead attempt to rescind the notification. If the Center reasonably believes that an emergency condition does exist, it will try to telephone the Authority or other emergency personnel and the first available person on the emergency call list that Client gives Company to use, unless the Authority has adopted either a non-response policy or requires physical verification of the alarm before responding. In such event, the Center will not initially notify the Authority and shall only attempt to notify Customer or Customer's designated representative. If Client or Client's representative physically inspects Client's premises and advises the Center that an actual emergency condition exist, the Center will attempt to notify the Authorities.

18. INTERRUPTION OR DELAY OF SERVICE. The Company assumes no liability for delays in installation or interruption of service due to strikes, riots, floods, fires, acts of God or any causes beyond the control of the Company. The Company will not be required to supply service to the Client while interruption of the service due to any such cause shall continue.

19. THIRD PARTY INDEMNIFICATION. Client agrees to and shall indemnify, defend and hold harmless the Company, its employees and agents for and against all claims, lawsuits, and losses which claim and/or lawsuit is brought or lost sustained by parties and entities other than the parties to this Agreement (herein referred to as third parties). This provision shall apply to all claims, lawsuits, or damages caused by the Company's negligent performance, whether active or passive and to all claims based upon defects in design, installation, maintenance, monitoring, operation or non-operation of the alarm System, whether those claims be based upon negligence, active or passive, warranty, or strict or product liability on the part of the Company, its agents, servants, or employees. This Agreement by Client to indemnify the Company against third party claims as hereinabove set forth shall not apply to losses, damages, expenses resulting in injury or death to third persons, which losses, damages, expenses, and liability are solely and directly caused by the acts of said employee.

20. SUBROGATION. Client hereby releases, discharges and agrees to hold the Company harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance by insurance in or on the premises of the Client whether said claim is made by Client, his agents, or insurance company or by any other parties claiming under or through Client. Client agrees to indemnify the Company against, defend and hold the Company harmless from any action for subrogation which may be brought against the Company by an insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

21. CANCELLATION DUE TO CATASTROPHE. This contract may be canceled without notice at the option of the Company, in case the Company's central station, connecting wires or equipment within the Client's premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service and may likewise be cancelled at the option of the Client, in the event the Client's premises are so destroyed or seriously damaged.

22. WARNING AND TESTING OF EQUIPMENT. Smoke detectors, panic buttons, medical pendants, and other electronic components operate off A.C. (electric) or battery power. If batteries become dead or electric power is lost, smoke detectors and other components will not operate and the alarm will not sound or communicate to the central station. The System and all components should be tested by the Client at least twice monthly through to the central station to insure the System is functioning. If the Client discovers malfunctions or desires explanation on System testing, he should contact the Company's service department for immediate service. The Company assumes no liability for periodic testing of the System.

23. FAILURE TO MEET PAYMENT. In the event of a failure to meet a scheduled payment of any of the charges due and payable on this Agreement, the remainder of this Agreement, including interest of 1.5% per month (18% per year) and attorney's fees accrued thereon, will be accelerated and become immediately payable in full.

24. DEFAULT. If any one or more of the following events shall occur, then to the extent permitted by law, the Company shall have the right to exercise any one or more of remedies set forth below:

EVENTS: 1) Failure to pay any installment due; 2) Client and/or its Guarantor becomes insolvent or files for Bankruptcy protection (voluntary or involuntary); 3) A receiver, trustee, conservator or liquidator is appointed on behalf of the Client or Guarantor under any Federal or State Law; 4) Client's breach of any other section of this Agreement and fails to remedy said Breach within 10 days after breach; 5) Client enters into a new Agreement with another Alarm Company for services at the contracted premise before this Agreement's expiration date.

REMEDIES: If this Agreement shall be breached by the Client or if the Client shall be in default as set forth above, the Company shall have the option to: 1) Declare immediately due and payable any unpaid balance, including interest and late charges; 2) Without demand or legal process, demand the Client return the equipment. If Client does not voluntarily return equipment, Client authorizes Company to enter the premise and remove equipment; 3) Bring action for collection of: damages, expenses, expenses of repossession, if any, cost of storing, shipping, repairing and insuring said equipment, reasonable attorney's fees, court costs, and interest; 4) declare immediately due the full retail price of all equipment installed; 5) Disconnect services without notice. If Client asks Company to reconnect services after services are disconnected, Client agrees to pay company, in advance, then prevailing reconnect fees.

All remedies of the Company are cumulative, and are in addition to any other remedies provided by the law. The election of one remedy shall not be deemed a waiver to any other remedies nor shall it preclude the Company from electing any other remedy concurrently. No failure or delay on the part of the Company to elect a remedy shall be deemed a waiver nor shall it modify the Agreement.

25. LATE CHARGES. In the event that the Client shall fail to pay any installment under this Agreement within thirty days of its due date, the Client hereby agrees to pay interest of 1 1/2 % per month (18% per year) of the late installment. In addition the client agrees to pay an appropriate late charge where permissible by law.

26. ASSIGNEES/SUBCONTRACTORS OF COMPANY. Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have a further right to subcontract any installation and/or services, including monitoring, which is may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to the Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification limitation on lawsuits, venue, and waiver of Jury Trial, inure to the benefit of and applicable to any assignees and/or subcontractors of the Company, and they bind Client with respects to said assignees and/or subcontractors with the same force and effect they bind the Client to Company.

27. INCREASE IN SERVICE FEES. You acknowledge that the services fee is based upon existing federal, state and local taxes and other third-party charges. Company shall have the right, at any time, to increase the services fee to reflect any additional Governmental fees such as increased taxes, licenses, permits, or fees which Company may incur or which may be charged to Company by any utility or governmental agency relating to the services Company provides and Client agrees to pay the same. In addition, Company may increase the services fee for any renewal term by giving Client sixty (60) days prior notice.

28. INSTALLATION OF THE SYSTEM. Customer warrants that Customer has full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System. Customer has approved the location of where the Panel, control panel, keypads, audible devices, and all devices that will be installed. If telephone utility services or cables are necessary for the installation and operation of the System, Client will provide them at Client's expense. Client has affirmative duty to inform Company, prior to beginning installation, of every location at the premises where Company should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, Company will determine where to drill holes and place equipment. Company will take reasonable precautions to avoid concealed obstruction, but have no means of determining with certainty if they exist. Any cost to repair pipes, wires or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be Client's sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, Company will cease work until Client has, at Client's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that the continuation of work will not pose any danger to Company personnel. In no case shall Company be liable for discovery or exposure of hidden asbestos or other hazardous material. After Company completes the System, Client and Company's representative will inspect it. If any items are missing or not properly installed, Client will advise Company in writing within ten (10) days, otherwise the System will have been accepted by Client.

29. FALSE ALARMS & PERMITS. Client agrees that Client and others using the System, will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond Company's control can cause false alarms. Client will pay any false alarm fine(s), penalty or fee that is charged against Client, and if a false alarm fine, penalty or fee is charged to Company by any governmental agency, Client will pay Company for the charge. Client further agrees to make Company aware of any permits required in Client's jurisdiction, whether for Alarm System or Building Permits, and Client agrees to pay the price of these permits.

30. CHANGES TO THE SYSTEM. If Client or any governmental agency or insurance interest wants Company to change the System described herein, or change it after it is installed, Company agree to pay Company's standard parts and labor charges for such changes. Client agrees that Client has chosen the System and Client understands that additional or different protection may be available for a higher price.

31. CHANGES IN LAW. Client understands that Client's jurisdiction may require visual verification before dispatching. If Client's jurisdiction requires visual verification, Client agrees to pay for additional services needed to ensure compliance.

32. LIMITATION ON LAWSUITS; VENUE; WAIVER OF JURY TRIAL. Both Company and Client agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or files more than one (1) year after the incident giving rise to the claim occurred. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State Courts or in the Courts of the United States located in the District or County where Company's principal place of business is located. Each party consents to the exclusive jurisdiction and venue of each such court in any such suit and waives any objection that it may have to jurisdiction or venue of any such suit. **Unless prohibited by law, any law suit brought by either party with respect to this Agreement shall not be heard before a jury. Both parties hereby waive any right to a jury trial. Client waives any right to counterclaim.**

33. INFORMATION AND PRIVACY. Client understands and agrees that in conjunction with employee training, quality control and the provision of services, Company may monitor and/or electronically record video and audio related to monitored activity at Client's location and to telephone communications with Client regarding Client's account. as well as conversations with Client, emergency services providers, and law enforcement personnel. Further, Client understands that privacy cannot be guaranteed on telephone, cable and computer systems, and Company shall not be liable to Client for any claims, loss, damages or costs which may result from a lack of privacy experienced. Client consents to Company i) using information about Client and Client's location (collectively, "information") to administer services, offer Client new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, ii) provide information, including information contained on Client's emergency information in Company's database, to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and iii) using and sharing customer information and statistics that do not include information that identifies Client personally. Except as required to provide the services that Client has selected, Company will not otherwise monitor Client's premises.

34. TITLE. Title to all equipment and material shall remain at all times in Company until initial period of this Agreement expires.

35. ACCEPTANCE OF INSTALLATION. Client hereby acknowledges and agrees that any error or omission in the installation of the System must be brought to the attention of Company in writing within five (5) days after the completion of installation; otherwise, the installation shall be deemed accepted by and satisfactory to Customer.

36. TRANSMISSION/SIGNAL LINES. A monitored System includes a Panel that sends signals to the Center over Client's regular telephone service, and/or cellular service or long-range radio. When System is activated, Client will be unable to use telephone to make other calls (such as calls to the 911 emergency operator), and therefore Client may wish to have System connected to a second telephone line connected to alarm System. If Client's telephone service is criminally attacked, tampered with, is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the center will not know the telephone service problem. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent the System from reliably and successfully transmitting alarm or other signals to the Center after it is installed or at any time in the future, and/or interfere with the telephone line-seizure of the System. Client agrees to notify Company if Client installs or intends to install DSL, VoIP, BPL or other broadband or Internet service. Client agrees to test signal transmission with the center immediately after installation of the above mentioned services and agrees to periodic testing thereafter. Action on an intrusion alarm may be suspended for a maximum of 60 seconds pending the receipt of a Cancel/Abort Signal. Action on a supervisory, trouble, A/C failure or low battery alarm may be suspended for a maximum of 60 minutes pending receipt of a restore signal. Company is not responsible or liable for notification to client of low battery or any loss of power.

37. RENEWAL PERIODS. Each renewal period shall be limited to the maximum term allowed by state law. If not limited by State Law, each renewal period shall be defined by section three (3).

38. ACKNOWLEDGEMENT. Client acknowledges that this Agreement shall not take effect until Company has received a Client's satisfactory credit report. Customer hereby authorizes release of credit information to the company and/or its assignees. Neither Company nor its contractor shall be obligated to provide monitoring service until it has received: i) a fully executed copy of this Agreement, ii) Client's call list, abort code, and notification instructions, iii) Client's initial payment, iv) an alarm permit if required by Client's jurisdiction, and v) valid test signals from Customer's System.

NOTICE OF CANCELLATION

09/26/2018 (Date of Transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER, AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO **Anthem Alarm LLC** AT **1125 Middle St, Middletown, CT 06457** Tel 1-800-833-3211

NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION

(Date)

(Buyer's Signature)

(Address)

(City)

(State)

(Zip)

NOTICE OF CANCELLATION

09/26/2018 (Date of Transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER, AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO **Anthem Alarm LLC** AT **1125 Middle St, Middletown, CT 06457** Tel 1-800-833-3211

NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION

(Date)

(Buyer's Signature)

(Address)

(City)

(State)

(Zip)

Schedule A.

ITEM	QTY	RETAIL PRICE	TOTAL PRICE	MONTHLY CHARGE
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Warranty ×				\$
Cellular		\$	\$	\$
Installation Charge		\$	\$	\$
Sales Tax		\$	\$	\$
Total Equipment and Installation Charges		\$	\$ 0	\$

I have read and agree to the equipment and pricing listed above _____ (Clients Initials)

Anthem Alarm LLC

2696 North University Ave Suit 104, Provo Utah 84604

AGREEMENT FOR MONITORING AND INSTALLATION OF SECURITY SYSTEMS

1. This agreement is entered into this 03/22/2017, between Anthem Alarm LLC hereinafter referred to as “Company” and

Tommy White or

Address 8230 Mark Ave Sherwood AR 72120

SSN# DOB SSN# DOB

hereinafter referred to as the Client.” Phone (501)626-6635 E-mail tommywhit50@gmail.com

2. SERVICE AND EQUIPMENT: Company agrees to provide and client agrees to pay for service and/or equipment as described below:

3. MONITORING: Company agrees to provide monitoring service for a period of 42 months from the above date. This agreement shall automatically renew without action by either party under the same terms and conditions for successive periods equal to one (1) month unless either party gives to the other at least sixty (60) days written notice, prior to expiration date, of intention to terminate this Agreement upon any expiration date. Upon renewal, service will be billed at then-current monitoring fees.

4. MONITORING CHARGES: Monthly monitoring charge of \$ 34.99 plus applicable sales tax. Includes Parts Only Warranty Parts and Labor Warranty Cell Backup Monthly Equipment Charge and is payable in advance and shall be paid Annually Quarterly (if paid quarterly an additional service charge of \$3.00 per quarter shall apply).

EARLY CANCELLATION: Client may cancel prior to completion of primary or renewal term upon receipt of ninety percent (90%) of stated terms. Applicable for sale of home, death and transfers. All cancellation requests must be in writing.

5. ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION: The Client authorizes the Company to make EFT's from the Client's bank account for the amount of the monitoring, tax, or other alarm charges. The Client further agrees that if at any time the Client decides to discontinue the direct payment option, the client must notify the Company. The Company is not liable in any way for erroneous bill statements or incorrect debits to the Client's account and should an error occur, the Company's only responsibility is to correct it when and if it receives notice of the error from the Client. The Client further agrees that should any direct payment be returned, the client shall be liable for a \$20.00 returned payment fee where permitted by law.

Check here to decline EFT Payment Option Client's Signature if declined

Acct #: Rtg #: Exp Date: Card#:

Bank Name: Bank Of America Billing Cycle: 1 Visa MC AmEx Bank/Debit/ATM Card

6. EQUIPMENT TO BE INSTALLED

See attached Schedule A.

7. ADDITIONAL PROTECTION: The need for additional protection of intrusion, fire/smoke, cellular, panic, duress, and medical emergency has been explained to the Client and the Client declines the offer to purchase additional equipment

(Initials)

8. EQUIPMENT CHARGES:

Special Note	
Total Equipment and Installation Charges	\$
Activation EFT/CC 3 mo x \$33.00 EFT/CC \$99.00	\$ 0.0000
Balance Due	\$

9. SERVICE REPAIRS TO CLIENTS SYSTEM: Unless otherwise indicated, the client understands that the monitoring fee covers only the monitoring service and client agrees to pay Company for all service or repairs to the alarm system. Client hereby agrees to periodically test, at least monthly, observe Client's system, be aware of its operational status in accordance with the operating instructions, and request service if needed.

10. ENTIRE AGREEMENT: It is agreed to and understood by the parties that this agreement constitutes the entire agreement by the parties and there are no verbal understandings changing or modifying any of the terms of this agreement. This agreement may not be changed, modified or varied except in writing and signed by an authorized representative of the Company. Client hereby acknowledges that he/she has read, received a copy of, and understands this entire agreement, including the attached Notice of Cancellation.

11. INVALID PROVISIONS: If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

12. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Written By: DocuSigned by: Client Signature: DocuSigned by: CA688E457F7A455... 029E95D44EC348A...

Approval Date: Date: 03/22/2017

(For office use only)

READ TERMS AND CONDITIONS ON REVERSE SIDE

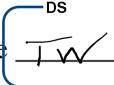
License # AR ECOMPY 2591

EXHIBIT 3

Contract #SG-200 Revised 7/2012

Schedule A.

ITEM	QTY	RETAIL PRICE	TOTAL PRICE	MONTHLY CHARGE
2Gig Go Control Panel	1	\$	\$ 0.00	\$
Cell for 2Gig Verizon	1	\$	\$ 0.00	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Warranty				\$
Cellular		\$	\$	\$
Installation Charge		\$	\$	\$
Sales Tax		\$	\$	\$
Total Equipment and Installation Charges		\$	\$ 0	\$

I have read and agree to the equipment and pricing listed above  (Clients Initials)

13. INDEMNIFICATION. Notwithstanding any other provisions of this Agreement, the Client agrees to and shall indemnify and save harmless the Company, its employees and agents for and against any claims, suits, losses, demands, and expenses arising from any death or injury or any other harm to any person whether caused by negligence of the Company, its officers, agents, employees, or any other cause which results in any way from the failure on the part of the Company to perform any of its obligations or from the failure of the System to operate properly.

14. LIMITED WARRANTY. Except as specifically set forth hereinafter, Company shall not be obliged to provide service of any type to the System for the benefit of the Client. If Client wishes the System to be serviced by the Company beyond the limited warranty and the extended warranty periods, such Agreement shall be separately negotiated by the parties. The Agreement does not cover damage or service resulting from accidents, preexisting equipment (Client understands that the alarm System may not work with equipment used by other Alarm Companies or Monitoring Centers), Acts of God, alterations, misuse, tampering, abuse or trouble due to power failure or batteries, ordinary maintenance due to wear and tear, and any cause beyond the control of the Company. Company does not warrant that the System cannot be defeated, bypassed or compromised, or that it will always operate. At the Company's option a fee may be charged for unnecessary service created by the Client. Any part of the System installed under this Agreement which proves defective in material or workmanship within ninety (90) days of the date of completion of the installation will be repaired or replaced with a new or functionally operative part with no cost to the Client for materials or labor. Service under this warranty is available by simply contacting the Company, 55 Sebeth Drive, Cromwell, CT 06416 Tel 800-833-3211.

15. COMPANY NOT AN INSURER AND LIQUIDATED DAMAGES. It is understood and agreed: That the Company is not an insurer. That insurance, if any, shall be obtained by the Client; that the payments provided for herein are based solely upon the value of the services set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that the Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the System is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to the Client because of, among other things; a) The uncertain amount of the value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences with which the System is designed to detect or advert; b) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding; c) The inability to ascertain what portion, if any, of any loss would be proximately cause by the Company's failure to perform or by failure of its equipment to operate; d) The nature of the service to be performed by the Company. Client understands and agrees that if the Company should be found liable for loss or damage due to the failure of the Company to perform any of the obligations herein, including, but not limited to installation, maintenance or service or the failure of the System or equipment in any respect whatsoever, the Company's liability shall be limited to five hundred (\$500.00) dollars as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause or negligence, active or otherwise, of the Company, its agents, assigns, or employees. If Client wishes the Company to assume a limited liability in lieu of the liquidated damages as hereinabove set forth. Client may obtain from Company a limitation of liability by paying an additional monthly service charge to the Company. If the Client elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions, and the amount of the limited liability, and the monthly charge. Such rider and additional obligation shall in no way be interpreted to hold the Company as an insurer.

16. COMMUNICATION TO AUTHORITIES. The Client understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals. Client also understands that the Company does not receive signals when the transmission mode is, or becomes, non-operational and that the signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or otherwise damaged. The Client furthermore understands that the Company assumes no liability for failure of the Client's System as a result of the transmission mode becoming non-operational.

17. COMPANY'S RESPONSIBILITIES. Client acknowledges and agrees that company's sole responsibility upon receipt of a medical emergency signal transmitted from the panel is to telephone the medical assistance providers as directed by Client. Client understands and agrees that company and representatives are hereby released from all liability due to active or passive sole, joint or several negligence of any kind or degree of company or representatives which Client, or anyone claiming through Client, in any way might or could claim against company or representatives based upon, arising out or from, in connection with, resulting from, related to or as a consequence of company's or representative' failure to contact or improper dispatch of medical assistance providers. If Company receives an abort message for any transmission from the panel from a person on the premises or electronically from the System prior to notifying the Authority, Company will not notify the Authority. Company will instead attempt to rescind the notification. If the Center reasonably believes that an emergency condition does exist, it will try to telephone the Authority or other emergency personnel and the first available person on the emergency call list that Client gives Company to use, unless the Authority has adopted either a non-response policy or requires physical verification of the alarm before responding. In such event, the Center will not initially notify the Authority and shall only attempt to notify Customer or Customer's designated representative. If Client or Client's representative physically inspects Client's premises and advises the Center that an actual emergency condition exist, the Center will attempt to notify the Authorities.

18. INTERRUPTION OR DELAY OF SERVICE. The Company assumes no liability for delays in installation or interruption of service due to strikes, riots, floods, fires, acts of God or any causes beyond the control of the Company. The Company will not be required to supply service to the Client while interruption of the service due to any such cause shall continue.

19. THIRD PARTY INDEMNIFICATION. Client agrees to and shall indemnify, defend and hold harmless the Company, its employees and agents for and against all claims, lawsuits, and losses which claim and/or lawsuit is brought or loss sustained by parties and entities other than the parties to this Agreement(herein referred to as third parties). This provision shall apply to all claims, lawsuits, or damages caused by the Company's negligent performance, whether active or passive and to all claims based upon defects in design, installation, maintenance, monitoring, operation or non-operation of the alarm System, whether those claims be based upon negligence, active or passive, warranty, or strict or product liability on the part of the Company, its agents, servants, or employees. This Agreement by Client to indemnify the Company against third party claims as hereinabove set forth shall not apply to losses, damages, expenses resulting in injury or death to third persons, which losses, damages, expenses, and liability are solely and directly caused by the acts of said employee.

20.SUBROGATION. Client hereby releases, discharges and agrees to hold the Company harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance by insurance in or on the premises of the Client whether said claim is made by Client, his agents, or insurance company or by any other parties claiming under or through Client. Client agrees to indemnify the Company against, defend and hold the Company harmless from any action for subrogation which may be brought against the Company by an insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

21. CANCELLATION DUE TO CATASTROPHE. This contract may be canceled without notice at the option of the Company, in case the Company's central station, connecting wires or equipment within the Client's premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service and may likewise be cancelled at the option of the Client, in the event the Client's premises are so destroyed or seriously damaged.

22. WARNING AND TESTING OF EQUIPMENT. Smoke detectors, panic buttons, medical pendants, and other electronic components operate off A.C. (electric) or battery power. If batteries become dead or electric power is lost, smoke detectors and other components will not operate and the alarm will not sound or communicate to the central station. The System and all components should be tested by the Client at least twice monthly through to the central station to insure the System is functioning. If the Client discovers malfunctions or desires explanation on System testing, he should contact the Company's service department for immediate service. The Company assumes no liability for periodic testing of the System.

23. FAILURE TO MEET PAYMENT. In the event of a failure to meet a scheduled payment of any of the charges due and payable on this Agreement, the remainder of this Agreement, including interest of 1.5% per month (18% per year) and attorney's fees accrued thereon, will be accelerated and become immediately payable in full.

24. DEFAULT. If any one or more of the following events shall occur, then to the extent permitted by law, the Company shall have the right to exercise any one or more of remedies set forth below:

EVENTS: 1) Failure to pay any installment due; 2) Client and/or its Guarantor becomes insolvent or files for Bankruptcy protection (voluntary or involuntary); 3) A receiver, trustee, conservator or liquidator is appointed on behalf of the Client or Guarantor under any Federal or State Law; 4) Client's breach of any other section of this Agreement and fails to remedy said Breach within 10 days after breach; 5) Client enters into a new Agreement with another Alarm Company for services at the contracted premise before this Agreement's expiration date.

REMEDIES: If this Agreement shall be breached by the Client or if the Client shall be in default as set forth above, the Company shall have the option to: 1) Declare immediately due and payable any unpaid balance, including interest and late Charges; 2) Without demand or legal process, demand the Client return the equipment. If Client does not voluntarily return equipment, Client authorizes Company to enter the premise and remove equipment; 3) Bring action for collection of: damages, expenses, expenses of repossession, if any, cost of storing, shipping, repairing and insuring said equipment, reasonable attorney's fees, court costs, and interest; 4) declare immediately due the full retail price of all equipment installed; 5) Disconnect services without notice. If Client asks Company to reconnect services after services are disconnected, Client agrees to pay company, in advance, then prevailing reconnect fees.

All remedies of the Company are cumulative, and are in addition to any other remedies provided by the law. The election of one remedy shall not be deemed a waiver to any other remedies nor shall it preclude the Company from electing any other remedy concurrently. No failure or delay on the part of the Company to elect a remedy shall be deemed a waiver nor shall it modify the Agreement.

25. LATE CHARGES. In the event that the Client shall fail to pay any installment under this Agreement within thirty days of its due date, the Client hereby agrees to pay interest of 1 ½% per month (18% per year) of the late installment. In addition the client agrees to pay an appropriate late charge where permissible by law.

26. ASSIGNEES/SUBCONTRACTORS OF COMPANY. Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have a further right to subcontract any installation and/or services, including monitoring, which is may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to the Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification limitation on lawsuits, venue, and waiver of Jury Trial, inure to the benefit of and applicable to any assignees and/or subcontractors of the Company, and they bind Client with respects to said assignees and/or subcontractors with the same force and effect they bind the Client to Company.

27. INCREASE IN SERVICE FEES. You acknowledge that the services fee is based upon existing federal, state and local taxes and other third-party charges. Company shall have the right, at any time, to increase the services fee to reflect any additional Governmental fees such as increased taxes, licenses, permits, or fees which Company may incur or which may be charged to Company by any utility or governmental agency relating to the services Company provides and Client agrees to pay the same. In addition, Company may increase the services fee for any renewal term by giving Client sixty (60) days prior notice.

28. INSTALLATION OF THE SYSTEM. Customer warrants that Customer has full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System. Customer has approved the location of where the Panel, control panel, keypads, audible devices, and all devices that will be installed. If telephone utility services or cables are necessary for the installation and operation of the System, Client will provide them at Client's expense. Client has affirmative duty to inform Company, prior to beginning installation, of every location at the premises where Company should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, Company will determine where to drill holes and place equipment. Company will take reasonable precautions to avoid concealed obstruction, but have no means of determining with certainty if they exist. Any cost to repair pipes, wires or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be Client's sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, Company will cease work until Client has, at Client's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that the continuation of work will not pose any danger to Company personnel. In no case shall Company be liable for discovery or exposure of hidden asbestos or other hazardous material. After Company completes the System, Client and Company's representative will inspect it. If any items are missing or not properly installed, Client will advise Company in writing within ten (10) days, otherwise the System will have been accepted by Client.

29. FALSE ALARMS & PERMITS. Client agrees that Client and others using the System, will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond Company's control can cause false alarms. Client will pay any false alarm fine(s), penalty or fee that is charged against Client, and if a false alarm fine, penalty or fee is charged to Company by any governmental agency, Client will pay Company for the charge. Client further agrees to make Company aware of any permits required in Client's jurisdiction, whether for Alarm System or Building Permits, and Client agrees to pay the price of these permits.

30. CHANGES TO THE SYSTEM. If Client or any governmental agency or insurance interest wants Company to change the System described herein, or change it after it is installed, Company agree to pay Company's standard parts and labor charges for such changes. Client agrees that Client has chosen the System and Client understands that additional or different protection may be available for a higher price.

31. CHANGES IN LAW. Client understands that Client's jurisdiction may require visual verification before dispatching. If Client's jurisdiction requires visual verification, Client agrees to pay for additional services needed to ensure compliance.

32. LIMITATION ON LAWSUITS; VENUE; WAIVER OF JURY TRIAL. Both Company and Client agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or files more than one (1) year after the incident giving rise to the claim occurred. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State Courts or in the Courts of the United States located in the District or County where Company's principal place of business is located. Each party consents to the exclusive jurisdiction and venue of each such court in any such suit and waives any objection that it may have to jurisdiction or venue of any such suit. **Unless prohibited by law, any law suit brought by either party with respect to this Agreement shall not be heard before a jury. Both parties hereby waive any right to a jury trial. Client waives any right to counterclaim.**

33. INFORMATION AND PRIVACY. Client understands and agrees that in conjunction with employee training, quality control and the provision of services, Company may monitor and/or electronically record video and audio related to monitored activity at Client's location and to telephone communications with Client regarding Client's account. as well as conversations with Client, emergency services providers, and law enforcement personnel. Further, Client understands that privacy cannot be guaranteed on telephone, cable and computer systems, and Company shall not be liable to Client for any claims, loss, damages or costs which may result from a lack of privacy experienced. Client consents to Company i) using information about Client and Client's location (collectively, "information") to administer services, offer Client new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, ii) provide information, including information contained on Client's emergency information in Company's database, to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and iii) using and sharing customer information and statistics that do not include information that identifies Client personally. Except as required to provide the services that Client has selected, Company will not otherwise monitor Client's premises.

34. TITLE. Title to all equipment and material shall remain at all times in Company until initial period of this Agreement expires.

35. ACCEPTANCE OF INSTALLATION. Client hereby acknowledges and agrees that any error or omission in the installation of the System must be brought to the attention of Company in writing within five (5) days after the completion of installation; otherwise, the installation shall be deemed accepted by and satisfactory to Customer.

36. TRANSMISSION/SIGNAL LINES. A monitored System includes a Panel that sends signals to the Center over Client's regular telephone service, and/or cellular service or long-range radio. When System is activated, Client will be unable to use telephone to make other calls (such as calls to the 911 emergency operator), and therefore Client may wish to have System connected to a second telephone line connected to alarm System. If Client's telephone service is criminally attacked, tampered with, is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the center will not know the telephone service problem. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent the System from reliably and successfully transmitting alarm or other signals to the Center after it is installed or at any time in the future, and/or interfere with the telephone line-seizure of the System. Client agrees to notify Company if Client installs or intends to install DSL, VoIP, BPL or other broadband or Internet service. Client agrees to test signal transmission with the center immediately after installation of the above mentioned services and agrees to periodic testing thereafter. Action on an intrusion alarm may be suspended for a maximum of 60 seconds pending the receipt of a Cancel/Abort Signal. Action on a supervisory, trouble, A/C failure or low battery alarm may be suspended for a maximum of 60 minutes pending receipt of a restore signal. Company is not responsible or liable for notification to client of low battery or any loss of power.

37. RENEWAL PERIODS. Each renewal period shall be limited to the maximum term allowed by state law. If not limited by State Law, each renewal period shall be defined by section three (3).

38. ACKNOWLEDGEMENT. Client acknowledges that this Agreement shall not take effect until Company has received a Client's satisfactory credit report. Customer hereby authorizes release of credit information to the company and/or its assignees. Neither Company nor its contractor shall be obligated to provide monitoring service until it has received: i) a fully executed copy of this Agreement, ii) Client's call list, abort code, and notification instructions, iii) Client's initial payment, iv) an alarm permit if required by Client's jurisdiction, and v) valid test signals from Customer's System.

Edith Collins

From: alan culwell <alanculwell@comcast.net>
Sent: Wednesday, April 10, 2019 12:35 AM
To: Consumer Division
Cc: Carol Culwell; Carla Pearce
Subject: Anthem Alarm
Attachments: Anthem Security Contract.pdf; Termination letter.docx

Arkansas Attorney General, Consumer Protection Division,

I'm hoping that you can help us get out of a 5-year contract my 89-year-old mother signed with some unscrupulous home security sales people. The cast of characters consists of Beverly Culwell, my mother; sisters Carol (in California) and Carla (local); and me, Alan (near Seattle). The bad guys go by Anthem Alarm LLC of Metairie, LA, Anthem Alarm of Middletown, CT, and Safe Home Security, Inc., of Middletown, CT, although the relationship between Anthem and Safe Home Security is not referenced or explained in the contract or associated documentation.

Time Line

8/3/2017 – Contract signed between Beverly and door to door creep from Anthem of LA. Cancellation is to be done by telegram or other writing to Anthem of CT. First 6 months free, after which \$39.99 charged for monitoring.

8/3 or 8/4/2017 – Daughters Carol and Carla learn of contract, and remind Beverly that she previously had a monitoring service that was never used, so they cancelled that contract in April 2016.

8/4/2017 – Beverly calls to tell Anthem she wants to cancel contract. (Daughters were unaware of cancellation in writing requirements provided by creep, and Beverly did not comprehend them.)

Family assumes contract is cancelled.

April 2018 – family notices unexplained withdrawals from checking account. (\$64.99 on 3/5/18; \$34.99 on 4/5 and 5/7)(never the amount specified in the contract)

Alan investigates and tracks it to Safe Home Security, Inc., in Middletown, CT.

May 10, 2018 – Alan calls SHS and is told that the company provided a “basic system” consisting of door and window sensors, a wireless key pad, key fob, and cell backup unit. I stated that the family is not aware of the existence of such things and does not use or need them, so would like to cancel the contract. She informed me that the contract was for 5 years and could only be cancelled by payment of 90% of the 5-year amount.

After confirming again with Carla that no new equipment was provided in August 2017, Alan directed the bank to cancel future payments, which they did.

August 2018 – Alan gets copy of contract from SHS employee.

October 15, 2018 - Alan writes letter to SHS cancelling the contract based on the mistaken impression that the contract was for one year periods.(attached)

October/November 2018 - Alan has numerous conversations with Kadeline Lopez (SHS collections), and eventually comes to understand that SHS did not provide any new door/window sensors, but claimed to be monitoring equipment installed by previous company (Vivint) after that contract had been cancelled because it was not needed. SHS claims to have responded to a smoke alarm in May 2018 by calling the house and speaking with Michelle. Nobody recalls that happening.

EXHIBIT

4

The security system provided by Vivint was never activated or used during the time of the Vivint contract or during the SHS contract. No one knew how to activate it, and it has long since been disabled. Nothing of value has ever been provided, or can be provided, by this contract. However, not wanting to get Beverly involved in collections litigation with the creeps, we started making payments again. Total to date is approximately \$500. (Precise amount could be found if needed.)

The contract. (Attached) Purports to be for "monitoring and installation of security systems". No equipment was installed. A pendant may have been provided, but she already had one ("I've fallen and I can't get up" type), and nobody remembers ever seeing anything new. If provided, it was never used. Schedule A lists two items costing \$0, neither of which we can identify.

According to Paragraphs 4 and 24, the contract purports to survive beyond the grave, at which time security monitoring would become significantly less valuable. Many other provisions are similarly Draconian.

I very much hope that there is something you can do to stop these creeps from preying on old people. I was encouraged to see that you went after Alder Holdings.

You may contact me at 206-369-1424.
Thanks for whatever you can do.
Alan Culwell

Anthem Alarm LLC

1000 Veterans Memorial Blvd Suite 212, Metairie, LA 70005 Lic# F2268
AGREEMENT FOR MONITORING AND INSTALLATION OF SECURITY SYSTEMS

1. This agreement is entered into on 08/03/2017, between Anthem Alarm LLC hereinafter referred to as "Company" and

Beverly Culwell _____ or _____
Name 1 Name 2

Address 65 Berkshire Dr Little Rock AR 72204
Street City State Zip

SSN# _____ DOB [REDACTED] SSN# _____ DOB _____
Name 1 Name 1 Name 2 Name 2

hereinafter referred to as the Client." Phone (501)666-9149 E-mail Beverly.carol@sbcglobal.net

2. SERVICE AND EQUIPMENT: Company agrees to provide and client agrees to pay for service and/or equipment as described below:

3. MONITORING: Company agrees to provide monitoring service for a period of 66 months from the above date. **This agreement shall automatically renew without action by either party under the same terms and conditions for successive periods equal to twelve (12) months unless either party gives to the other at least sixty (60) days written notice, prior to expiration date, of intention to terminate this Agreement upon any expiration date. Upon renewal, service will be billed at then-current monitoring fees.**

RENEWAL TERM: Each renewal period shall be limited to the maximum term allowed by state law. If not limited by State law, the above terms in Paragraph 3 will apply.

4. MONITORING CHARGES: Monthly monitoring charge of \$ 39.99 plus applicable sales tax. ☐ Includes ☐ Parts Only Warranty ☐ Parts and Labor Warranty ☒ Cell Backup ☐ Monthly Equipment Charge and is payable in advance and shall be paid _____ (if paid quarterly an additional service charge of \$3.00 per quarter shall apply).

EARLY CANCELLATION: Client may cancel prior to completion of primary or renewal term upon receipt of ninety percent (90%) of stated terms. Applicable for sale of home, death and transfers. All cancellation requests must be in writing.

5. ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION: The Client authorizes the Company to make EFT's from the Client's bank account for the amount of the monitoring, tax, or other alarm charges. The Client further agrees that if at any time the Client decides to discontinue the direct payment option, the client must notify the Company. The Company is not liable in any way for erroneous bill statements or incorrect debits to the Client's account and should an error occur, the Company's only responsibility is to correct it when and if it receives notice of the error from the Client. The Client further agrees that should any direct payment be returned, the client shall be liable for a \$20.00 returned payment fee where permitted by law.

☐ Check here to decline EFT Payment Option Client's Signature if declined _____

Acct #: [REDACTED] Rtg #: [REDACTED] Exp Date: _____ Card#: _____

Bank Name: Bank Of America Billing Cycle: 1 ☐ 1st ☐ 17th ☐ Visa ☐ MC ☐ AmEx ☐ Bank/Debit/ATM Card

6. EQUIPMENT TO BE INSTALLED

See attached Schedule A.

7. ADDITIONAL PROTECTION: The need for additional protection of intrusion, fire/smoke, cellular, panic, duress, and medical emergency has been explained to the Client. Client declines the offer to purchase additional equipment.

8. EQUIPMENT CHARGES:

Special Note	
Total Equipment and Installation Charges	\$
Activation <input type="checkbox"/> EFT/CC 3 mo x \$33.00 <input type="checkbox"/> EFT/CC \$99.00	\$ 0.0000
Balance Due	\$

9. SERVICE REPAIRS TO CLIENTS SYSTEM: Unless otherwise indicated, the client understands that the monitoring fee covers only the monitoring service and client agrees to pay Company for all service or repairs to the alarm system. Client hereby agrees to periodically test, at least monthly, observe Client's system, be aware of its operational status in accordance with the operating instructions, and request service if needed.

10. ENTIRE AGREEMENT: It is agreed to and understood by the parties that this agreement constitutes the entire agreement by the parties and there are no verbal understandings changing or modifying any of the terms of this agreement. This agreement may not be changed, modified or varied except in writing and signed by an authorized representative of the Company. Client hereby acknowledges that he/she has read, received a copy of, and understands this entire agreement, including the attached Notice of Cancellation.

11. INVALID PROVISIONS: If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

12. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

DocuSigned by: _____
 Written By: [Signature] Client Signature: [Signature]
714BC92C439D4E6... DE4C2AADC21B4F2...

Approval Date: _____ Date: 08/03/2017
(For office use only)

READ TERMS AND CONDITIONS ON REVERSE SIDE

Louisiana License: F2268

13. INDEMNIFICATION. Notwithstanding any other provisions of this Agreement, the Client agrees to and shall indemnify and save harmless the Company, its employees and agents for and against any claims, suits, losses, demands, and expenses arising from any death or injury or any other harm to any person whether caused by negligence of the Company, its officers, agents, employees, or any other cause which results in any way from the failure on the part of the Company to perform any of its obligations or from the failure of the System to operate properly.

14. LIMITED WARRANTY. Except as specifically set forth hereinafter, Company shall not be obliged to provide service of any type to the System for the benefit of the Client. If Client wishes the System to be serviced by the Company beyond the limited warranty and the extended warranty periods, such Agreement shall be separately negotiated by the parties. The Agreement does not cover damage or service resulting from accidents, preexisting equipment (Client understands that the alarm System may not work with equipment used by other Alarm Companies or Monitoring Centers), Acts of God, alterations, misuse, tampering, abuse or trouble due to power failure or batteries, ordinary maintenance due to wear and tear, and any cause beyond the control of the Company. Company does not warrant that the System cannot be defeated, bypassed or compromised, or that it will always operate. At the Company's option a fee may be charged for unnecessary service created by the Client. Any part of the System installed under this Agreement which proves defective in material or workmanship within ninety (90) days of the date of completion of the installation will be repaired or replaced with a new or functionally operative part with no cost to the Client for materials or labor. Service under this warranty is available by simply contacting the Company, 850 HWY 557, West Monroe, LA 71292.

15. COMPANY NOT AN INSURER AND LIQUIDATED DAMAGES.

It is understood and agreed: That the Company is not an insurer. That insurance, if any, shall be obtained by the Client; that the payments provided for herein are based solely upon the value of the services set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that the Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the System is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure to perform any of the obligations herein, or the failure of the System to properly operate with resulting loss to the Client because of, among other things; a) The uncertain amount of the value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences with which the System is designed to detect or avert; b) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding; c) The inability to ascertain what portion, if any, of any loss would be proximately caused by the Company's failure to perform or by failure of its equipment to operate; d) The nature of the service to be performed by the Company. Client understands and agrees that if the Company should be found liable for loss or damage due to the failure of the Company to perform any of the obligations herein, including, but not limited to installation, maintenance or service or the failure of the System or equipment in any respect whatsoever, the Company's liability shall be limited to five hundred (\$500.00) dollars as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause or negligence, active or otherwise, of the Company, its agents, assigns, or employees. If Client wishes the Company to assume a limited liability in lieu of the liquidated damages as hereinabove set forth. Client may obtain from Company a limitation of liability by paying an additional monthly service charge to the Company. If the Client elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions, and the amount of the limited liability, and the monthly charge. Such rider and additional obligation shall in no way be interpreted to hold the Company as an insurer.

16. COMMUNICATION TO AUTHORITIES. The Client understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals. Client also understands that the Company does not receive signals when the transmission mode is, or becomes, non-operational and that the signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or otherwise damaged. The Client furthermore understands that the Company assumes no liability for failure of the Client's System as a result of the transmission mode becoming non-operational.

17. COMPANY'S RESPONSIBILITIES. Client acknowledges and agrees that company's sole responsibility upon receipt of a medical emergency signal transmitted from the panel is to telephone the medical assistance providers as directed by Client. Client understands and agrees that company and representatives are hereby released from all liability due to active or passive sole, joint or several negligence of any kind or degree of company or representatives which Client, or anyone claiming through Client, in any way might or could claim against company or representatives based upon, arising out or from, in connection with, resulting from, related to or as a consequence of company's or representative's failure to contact or improper dispatch of medical assistance providers. If Company receives an abort message for any transmission from the panel from a person on the premises or electronically from the System prior to notifying the Authority, Company will not notify the Authority. Company will instead attempt to rescind the notification. If the Center reasonably believes that an emergency condition does exist, it will try to telephone the Authority or other emergency personnel and the first available person on the emergency call list that Client gives Company to use, unless the Authority has adopted either a non-response policy or requires physical verification of the alarm before responding. In such event, the Center will not initially notify the Authority and shall only attempt to notify Customer or Customer's designated representative. If Client or Client's representative physically inspects Client's premises and advises the Center that an actual emergency condition exist, the Center will attempt to notify the Authorities.

18. INTERRUPTION OR DELAY OF SERVICE. The Company assumes no liability for delays in installation or interruption of service due to strikes, riots, floods, fires, acts of God or any causes beyond the control of the Company. The Company will not be required to supply service to the Client while interruption of the service due to any such cause shall continue.

19. THIRD PARTY INDEMNIFICATION. Client agrees to and shall indemnify, defend and hold harmless the Company, its employees and agents for and against all claims, lawsuits, and losses which claim and/or lawsuit is brought or lost sustained by parties and entities other than the parties to this Agreement (herein referred to as third parties). This provision shall apply to all claims, lawsuits, or damages caused by the Company's negligent performance, whether active or passive and to all claims based upon defects in design, installation, maintenance, monitoring, operation or non-operation of the alarm System, whether those claims be based upon negligence, active or passive, warranty, or strict or product liability on the part of the Company, its agents, servants, or employees. This Agreement by Client to indemnify the Company against third party claims as hereinabove set forth shall not apply to losses, damages, expenses resulting in injury or death to third persons, which losses, damages, expenses, and liability are solely and directly caused by the acts of said employee.

20. SUBROGATION. Client hereby releases, discharges and agrees to hold the Company harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance by insurance in or on the premises of the Client whether said claim is made by Client, his agents, or insurance company or by any other parties claiming under or through Client. Client agrees to indemnify the Company against, defend and hold the Company harmless from any action for subrogation which may be brought against the Company by an insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.

21. CANCELLATION DUE TO CATASTROPHE. This contract may be canceled without notice at the option of the Company, in case the Company's central station, connecting wires or equipment within the Client's premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service and may likewise be cancelled at the option of the Client, in the event the Client's premises are so destroyed or seriously damaged.

22. WARNING AND TESTING OF EQUIPMENT. Smoke detectors, panic buttons, medical pendants, and other electronic components operate off A.C. (electric) or battery power. If batteries become dead or electric power is lost, smoke detectors and other components will not operate and the alarm will not sound or communicate to the central station. The System and all components should be tested by the Client at least twice monthly through to the central station to insure the System is functioning. If the Client discovers malfunctions or desires explanation on System testing, he should contact the Company's service department for immediate service. The Company assumes no liability for periodic testing of the System.

23. FAILURE TO MEET PAYMENT. In the event of a failure to meet a scheduled payment of any of the charges due and payable on this Agreement, the remainder of this Agreement, including interest of 1.5% per month (18% per year) and attorney's fees accrued thereon, will be accelerated and become immediately payable in full.

24. DEFAULT. If any one or more of the following events shall occur, then to the extent permitted by law, the Company shall have the right to exercise any one or more of remedies set forth below:

EVENTS: 1) Failure to pay any installment due; 2) Client and/or its Guarantor becomes insolvent or files for Bankruptcy protection (voluntary or involuntary); 3) A receiver, trustee, conservator or liquidator is appointed on behalf of the Client or Guarantor under any Federal or State Law; 4) Client's breach of any other section of this Agreement and fails to remedy said Breach within 10 days after breach; 5) Client enters into a new Agreement with another Alarm Company for services at the contracted premise before this Agreement's expiration date.

REMEDIES: If this Agreement shall be breached by the Client or if the Client shall be in default as set forth above, the Company shall have the option to: 1) Declare immediately due and payable any unpaid balance, including interest and late Charges; 2) Without demand or legal process, demand the Client return the equipment. If Client does not voluntarily return equipment, Client authorizes Company to enter the premise and remove equipment; 3) Bring action for collection of: damages, expenses, expenses of repossession, if any, cost of storing, shipping, repairing and insuring said equipment, reasonable attorney's fees, court costs, and interest; 4) declare immediately due the full retail price of all equipment installed; 5) Disconnect services without notice. If Client asks Company to reconnect services after services are disconnected, Client agrees to pay company, in advance, then prevailing reconnect fees.

All remedies of the Company are cumulative, and are in addition to any other remedies provided by the law. The election of one remedy shall not be deemed a waiver to any other remedies nor shall it preclude the Company from electing any other remedy concurrently. No failure or delay on the part of the Company to elect a remedy shall be deemed a waiver nor shall it modify the Agreement.

25. LATE CHARGES. In the event that the Client shall fail to pay any installment under this Agreement within thirty days of its due date, the Client hereby agrees to pay interest of 1 1/2% per month (18% per year) of the late installment. In addition the client agrees to pay an appropriate late charge where permissible by law.

26. ASSIGNEES/SUBCONTRACTORS OF COMPANY. Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have a further right to subcontract any installation and/or services, including monitoring, which is may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to the Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification limitation on lawsuits, venue, and waiver of Jury Trial, inure to the benefit of and applicable to any assignees and/or subcontractors of the Company, and they bind Client with respects to said assignees and/or subcontractors with the same force and effect they bind the Client and Company.

27. INCREASE IN SERVICE FEES. You acknowledge that the services fee is based upon existing federal, state and local taxes and other third-party charges. Company shall have the right, at any time, to increase the services fee to reflect any additional Governmental fees such as increased taxes, licenses, permits, or fees which Company may incur or which may be charged to Company by any utility or governmental agency relating to the services Company provides and Client agrees to pay the same. In addition, Company may increase the services fee for any renewal term by giving Client sixty (60) days prior notice.

28. INSTALLATION OF THE SYSTEM. Customer warrants that Customer has full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System. Customer has approved the location of where the Panel, control panel, keypads, audible devices, and all devices that will be installed. If telephone utility services or cables are necessary for the installation and operation of the System, Client will provide them at Client's expense. Client has affirmative duty to inform Company, prior to beginning installation, of every location at the premises where Company should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, Company will determine where to drill holes and place equipment. Company will take reasonable precautions to avoid concealed obstruction, but have no means of determining with certainty if they exist. Any cost to repair pipes, wires or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be Client's sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, Company will cease work until Client has, at Client's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that the continuation of work will not pose any danger to Company personnel. In no case shall Company be liable for discovery or exposure of hidden asbestos or other hazardous material. After Company completes the System, Client and Company's representative will inspect it. If any items are missing or not properly installed, Client will advise Company in writing within ten (10) days, otherwise the System will have been accepted by Client.

29. FALSE ALARMS & PERMITS. Client agrees that Client and others using the System, will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond Company's control can cause false alarms. Client will pay any false alarm fine(s), penalty or fee that is charged against Client, and if a false alarm fine, penalty or fee is charged to Company by any governmental agency, Client will pay Company for the charge. Client further agrees to make Company aware of any permits required in Client's jurisdiction, whether for Alarm System or Building Permits, and Client agrees to pay the price of these permits.

30. CHANGES TO THE SYSTEM. If Client or any governmental agency or insurance interest wants Company to change the System described herein, or change it after it is installed, Company agree to pay Company's standard parts and labor charges for such changes. Client agrees that Client has chosen the System and Client understands that additional or different protection may be available for a higher price.

31. CHANGES IN LAW. Client understands that Client's jurisdiction may require visual verification before dispatching. If Client's jurisdiction requires visual verification, Client agrees to pay for additional services needed to ensure compliance.

32. LIMITATION ON LAWSUITS; VENUE; WAIVER OF JURY TRIAL. Both Company and Client agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or files more than one (1) year after the incident giving rise to the claim occurred. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State Courts or in the Courts of the United States located in the District or County where Company's principal place of business is located. Each party consents to the exclusive jurisdiction and venue of each such court in any such suit and waives any objection that it may have to jurisdiction or venue of any such suit. **Unless prohibited by law, any law suit brought by either party with respect to this Agreement shall not be heard before a jury. Both parties hereby waive any right to a jury trial. Client waives any right to counterclaim.**

33. INFORMATION AND PRIVACY. Client understands and agrees that in conjunction with employee training, quality control and the provision of services, Company may monitor and/or electronically record video and audio related to monitored activity at Client's location and to telephone communications with Client regarding Client's account. as well as conversations with Client, emergency services providers, and law enforcement personnel. Further, Client understands that privacy cannot be guaranteed on telephone, cable and computer systems, and Company shall not be liable to Client for any claims, loss, damages or costs which may result from a lack of privacy experienced. Client consents to company i) using information about Client and Client's location (collectively, "information") to administer services, offer Client new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, ii) provide information, including information contained on Client's emergency information in Company's database, to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and iii) using and sharing customer information and statistics that do not include information that identifies Client personally. Except as required to provide the services that Client has selected, Company will not otherwise monitor Client's premises.

34. COMPANY'S RIGHT TO FILE A MECHANIC'S LIEN. Client acknowledges and is aware that if Client defaults in the performance of any of the terms or conditions of this Agreement, Company may have the right to record a Mechanic's Lien upon any property upon which Company has bestowed labor and/or furnished material or appliances or equipment, for the value of such labor done, or materials furnished, and/or for the value of the use of such appliances or equipment, whether done or furnished at the instance of the owner or any person acting by or under the authority of the owner, or under the owner as a contractor or otherwise. Client may be entitled to protect Client's self under applicable law against such claims either by filing with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where the premises is located.

35. TITLE. Title to all equipment and material shall remain at all times in Company until initial period of this Agreement expires.

36. ACCEPTANCE OF INSTALLATION. Client hereby acknowledges and agrees that any error or omission in the installation of the System must be brought to the attention of Company in writing within five (5) days after the completion of installation; otherwise, the installation shall be deemed accepted by and satisfactory to Customer.

37. TRANSMISSIONS/SIGNAL LINES. A monitored System includes a Panel that sends signals to the Center over Client's regular telephone service, and/or cellular service or long-range radio. When System is activated, Client will be unable to use telephone to make other calls (such as calls to the 911 emergency operator), and therefore Client may wish to have System line connected to a second telephone line connected to alarm System. If Client's telephone service is criminally attacked, tampered with, is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the center will not know the telephone service problem. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent the System from reliably and successfully transmitting alarm or other signals to the Center after it is installed or at any time in the future, and/or interfere with the telephone line-seizure of the System. Client agrees to notify Company if Client installs or intends to install DSL, VoIP, BPL or other broadband or Internet service. Client agrees to test signal transmission with the center immediately after installation of the above mentioned services and agrees to periodic testing thereafter. Action on an intrusion alarm may be suspended for a maximum of 60 seconds pending the receipt of a Cancel/Abort Signal. Action on a supervisory, trouble, A/C failure or low battery alarm may be suspended for a maximum of 60 minutes pending receipt of a restore signal. Company is not responsible or liable for notification to client of low battery or any loss of power.

38. RENEWAL PERIODS. Each renewal period shall be limited to the maximum term allowed by state law. If not limited by State Law, each renewal period shall be defined by section three (3).

39. ACKNOWLEDGEMENT. Client acknowledges that this Agreement shall not take effect until Company has received a Client's satisfactory credit report. Customer hereby authorizes release of credit information to the company and/or its assignees. Neither Company nor its contractor shall be obligated to provide monitoring service until it has received: i) a fully executed copy of this Agreement, ii) Client's call list, abort code, and notification instructions, iii) Client's initial payment, iv) an alarm permit if required by Client's jurisdiction, and v) valid test signals from Customer's System.

NOTICE OF CANCELLATION

08/03/2017 (Date of Transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER, AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO Anthem

Alarm LLC AT 1125 Middle St, STE 201 Middletown, CT 06457

NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION

(Date)

(Buyer's Signature)

(Address)

(City)

(State)

(Zip)

NOTICE OF CANCELLATION

08/03/2017 (Date of Transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER, AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO Anthem

Alarm LLC AT 1125 Middle St, STE 201 Middletown CT 06457

NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION

(Date)

(Buyer's Signature)

(Address)

(City)

(State)

(Zip)

[illegible]

I have read and agree to the equipment and pricing listed above

DS
e  (Clients Initials)

Certificate Of Completion

Envelope Id: 2EA934B75E594840A26B48001C512C6B	Status: Completed
Subject: Anthem Alarm Contract for [REDACTED] Beverly Culwell	
Source Envelope:	
Document Pages: 4	Signatures: 2
Supplemental Document Pages: 0	Initials: 2
Certificate Pages: 5	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	SSI Secure
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	55 Sebethe Dr Ste 201
	Cromwell, CT 06416
	donotreply@ssisecure.com
	IP Address: 50.235.116.254

Record Tracking

Status: Original	Holder: SSI Secure	Location: DocuSign
8/3/2017 5:55:23 PM	donotreply@ssisecure.com	

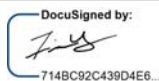
Signer Events

Jaime Villarreal
Chillzx21@gmail.com

Security Level:

Request Recipient Token Test.Password
ID: 00000000-0000-0000-0000-000000000000
8/3/2017 10:57:21 AM

Signature

DocuSigned by:

714BC92C439D4E6...

Using IP Address: 70.215.130.84
Signed using mobile

Timestamp

Sent: 8/3/2017 5:55:24 PM
Viewed: 8/3/2017 5:55:31 PM
Signed: 8/3/2017 5:55:52 PM

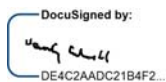
Electronic Record and Signature Disclosure:

Accepted: 8/3/2017 5:55:31 PM
ID: 0a531f7d-86a0-4f3c-b38a-20ca51d1b4d8

Beverly Culwell
Beverly.carol@sbcglobal.net

Security Level:

Request Recipient Token Test.Password
ID: 00000000-0000-0000-0000-000000000000
8/3/2017 10:58:15 AM

DocuSigned by:

DE4C2AADC21B4F2...

Using IP Address: 70.215.130.84
Signed using mobile

Sent: 8/3/2017 5:55:53 PM
Viewed: 8/3/2017 5:56:30 PM
Signed: 8/3/2017 5:59:40 PM

Electronic Record and Signature Disclosure:

Accepted: 8/3/2017 5:56:30 PM
ID: 0afe7891-98a4-402c-a394-5cc9c0c917d6

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Safe Home Security
signedagreements@myshs.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/3/2017 5:59:41 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Anthem Alarm donotreply@ssisecure.com SSI Secure Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 8/3/2017 5:59:42 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/3/2017 5:59:42 PM
Certified Delivered	Security Checked	8/3/2017 5:59:42 PM
Signing Complete	Security Checked	8/3/2017 5:59:42 PM
Completed	Security Checked	8/3/2017 5:59:42 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Safe Home Security, Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Safe Home Security, Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bret@myshs.com

To advise Safe Home Security, Inc of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bret@myshs.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Safe Home Security, Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bret@myshs.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Safe Home Security, Inc

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bret@myshs.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Safe Home Security, Inc as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Safe Home Security, Inc during the course of my relationship with you.