

Terms

1. The Subscriber has contracted with, or is about to contract with the alarm installing company (hereinafter called the "Installer"), for an electronic protective system and/or service at the Subscriber's premises.
2. The Installer and Subscriber have entered into an agreement which in and whereby the Installer will provide monitoring services for the Subscriber and the Installer has sub-contracted such monitoring service to General Security, Inc., D/B/A Safe Security central station (hereinafter called "Safe") which has agreed to perform same solely as the agent of the installer upon the following terms and conditions.
3. The Subscriber and the Installer agree that Safe solely and only obligation under this agreement and/or under any agreement between the Subscriber and the Installer shall be to monitor signals received by means of the protective system and to respond thereto. Safe upon receipt of a signal from the Subscriber's premises shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose names and telephone numbers are set forth in herein, or the same may be changed on written notification by the Subscriber from time to time, unless there is just case to assume that an emergency condition does not exist.
4. The Subscriber shall carefully and properly set the alarm system each night or at such other time as the Subscriber shall close its premises. Subscriber shall carefully and properly test the alarm system prior to each closed period and shall immediately report to Safe and the Installer any claimed inadequacy in or failure of the alarm system.
5. It is understood that Safe owns none of the electro-protective equipment in Subscriber's premises and has no responsibility for the condition and/or the functioning thereof and that maintenance, repair, service, replacement or insurance of the electro-protective equipment are not the obligation or responsibility of Safe.
6. The agreement shall continue for as long as the Installer contracts with Safe for the performance of monitoring services for the Subscriber. In the event that the installer notified Safe of its termination of service for the Subscriber for any reason or in the event that the installer fails or refuses to make payments for services furnished or to be furnished to the Subscriber, Safe will give the Subscriber at least 15 days' notice of termination of such services to the subscriber and upon giving such notice, this agreement and all the Safe's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between Safe and the Installer and neither party hereto shall have any claim against the other.
7. This agreement may also be suspended, at Safe's option, should the electro-protective equipment or the premise become so substantially damaged that further service is impractical. Safe assumes no liability for delayed installation of the system, or interpretation or service due to strike, riots, floods, fires, acts of God or any causes beyond the control of Safe, including interruption of telephone service. Safe will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.
8. Safe shall not be liable for any loss or damage caused by defects or deficiencies, in the electro-protective equipment nor shall safe incur any liability for any delay in response time or non-response of Police, Fire or other authorities, institutions or individuals notified by Safe.
9. Safe hereby disclaims all warranties, express or implied, including those of merchantability or fitness that is services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
10. The Subscriber shall notify Safe immediately of any modification, alteration, termination or discharge of any agreement between the Subscriber and the Installer. Failure to so notify will result in discharge and termination of this agreement.
11. It is understood and agreed by the parties hereto that Company is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the subscriber that Safe is being paid to monitor a system designed to reduce certain risks of loss and that the amounts being charged by Safe are not sufficient to guarantee that no loss will occur, that Safe is not assuming responsibility for any losses which may occur even if due to Company's negligent performance or failure to perform any obligation under, this agreement. Safe does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system installed by the Installer or service supplied by Safe may not be compromised, or that the services will in all cases provide the protection for which it is intended.
12. It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Subscriber's purchase order, or any other document, this contract will govern.
13. This agreement may not be assigned by the Subscriber, except upon written consent of Safe first obtained.
14. This agreement is made in and shall be governed by, the laws of the state of New York.
15. This agreement shall become valid only when duly countersigned by an authorized representative of Safe.
16. Any notice required to be given thereunder by either party shall be in writing sent by certified mail, return receipt requested, addressed to such party at the address at the head of this agreement or at such other address as either party shall notify the other hereof, in the same manner.
17. This agreement contains the entire understanding between the parties. It becomes valid only when and if is signed by duty authorized representative of Safe. No representations of any kind not contained herein or made by some third party shall in any way bind Safe. This agreement may only be altered or modified by an agreement in writing signed by both parties hereto.