

Last Updated: October 20th, 2020

Sales Terms

The following Sales Terms apply to all sales. Certain sales, identified herein as the sale of Additional Services, are made subject to additional terms and conditions, which are set forth separately below.

The online store provided by Canary on the site <https://canary.is/products/> (the "**Store**") allows you to purchase certain identified products and services (including our Basic, Premium Services and Professional Monitoring, each, a "**Product**" and collectively, the "**Products**") from Canary and available depending on the location from which you purchase the Products. Your purchase from the Store constitutes your agreement to be bound by these terms of sale ("**Terms**") and the provisions of the Limited Warranty applicable to our Products. The Products may include a device or other equipment that we refer to collectively as "**Equipment**," and we may sell equipment to you or provide it to you as part of our services. If we include equipment in our services, it may remain our property and we may require you to return it upon termination of your service plan, subject to the terms of the service plan you selected at the time of purchase. Products may also include software in any form which is only licensed to you, not sold, and only in accordance with Canary's [End User License Agreement](#), as will be provided to you with the Product.

If you are a resident of the US or Canada, these Terms constitute a legally binding agreement between you and Canary Connect, Inc. From all other locations, these Terms constitute a legally binding agreement between you and Canary Technology Europe Limited. When these Terms refer to "Canary," "us," "we" or "our" each should be understood to refer to either Canary Connect, Inc. or Canary Technology Europe Limited, as appropriate to your location.

Although our Store is accessible worldwide, the Products offered are not designed and tested for use in all countries. If you choose to make a purchase from our Store or to use our Products outside the United States, Canada, or the European Union ("EU"), you understand and agree that you are doing so on your own initiative and perhaps at your own peril in terms of the functionality and legality of your purchase and intended use, and that you are solely responsible for complying with all applicable local laws in your country.



Your purchase may be made through an online store hosted by a Canary third party ecommerce partner, or any other online or offline reseller. In such cases, your order may be subject to separate and additional terms; provided that in case of any conflict between such separate terms and these Terms, these Terms shall prevail.

Orders

When you place an order through Canary's Store, we will ask you for certain personally identifiable information, including your name, phone number, email address, shipping and billing address, and other information so as to allow us to properly fulfill your order. When you place an order, Canary's third-party payment service provider will collect your credit card details and charge your credit card account in connection with the order, and you agree to make all applicable payments in connection with any order placed by you. For more information on Canary's data use practices please see [Canary's Privacy Policy](#).

You agree to provide current, complete and accurate purchase and account information for all purchases made at our Store. You agree to promptly update your account and other information, including your email address, credit card numbers, and expiration dates, so that we can complete your transactions and contact you as needed.

Pricing

You agree to pay all fees for orders you place with us based on our then-current fees, charges, and billing terms as stated on our website at the time of purchase. You expressly agree that Canary is permitted to bill you for the applicable fees, any applicable tax, and any other charges you may incur in connection with your purchase and the fees will be billed to your credit card, debit card, or other payment method designated on your initial order. Canary is not liable for any loss caused by any unauthorized use of your credit card, debit card or any other method of payment by a third party in connection with your use of the Service. Canary reserves the right to change its billing methods at any time. All descriptions of Products and Product pricing are subject to change at any time.

Resale, Transfer and Modifications of Orders

Purchases made through Canary's Store are intended for retail consumer end-use only, and no purchaser may resell any Products unless such person or entity is a Canary Authorized Reseller. Subject to this prohibition on resale, and the terms applicable to Additional Services set forth below, you may freely transfer (such as by gift) your



Equipment; provided that Products subject to a minimum contract period cannot be transferred unless the transferee is acceptable to us in our sole discretion and the transferee enters into a new contract with us based on these Terms and agrees to assume the balance of your contract period.

You should be sure to deactivate your Equipment prior to initiating any transfer for data privacy and security purposes. Please note that for security reasons, Canary will not determine or change control of Equipment for any reason without the express written consent of the individual designated as the “Location Owner” at the time of Equipment setup. We reserve the right to refuse any order placed with us for any reason, including a reasonable suspicion that any order appear to be intended to result in a resale. Therefore, in our unilateral discretion, we may limit, cancel or reject quantities purchased on a per person, per household, or per order basis, in our sole discretion. Such determinations to restrict orders may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address on a one-time or serial basis.

In the event that we limit, cancel or reject an order, we may attempt to notify you by contacting the email and/or billing address and phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole discretion, appear to be placed by dealers, resellers or distributors or persons or entities we believe are purchasing with the intention of reselling. We also reserve the right to limit the sales of our Products to any person, geographic region or jurisdiction.

Any offer for any Products made on this site is void where prohibited.

Shipping and Returns

Canary will pack the Equipment in accordance with its standard practices. You may be able to choose the method of shipment and timing of delivery for Equipment ordered. Unless otherwise specified in a written promotion, we will charge you for shipping and handling. Scheduled shipment and arrival dates are estimates only. Canary will make reasonable efforts to meet the scheduled shipment and arrival dates, but in no event will Canary be liable for any loss, damage, or penalty resulting from any delay in shipment or delivery.

If you are not satisfied with any Product purchased from the Canary Store for any reason, you will have the greater of (a) any advertised money back guarantee period



applicable to your purchased Product or (b) the minimum return period required by applicable law from the date of purchase to request a full refund. For full details on the return process, please see Canary's [Return & Refund Policy](#).

Additional Services and Premium Services

At the time of your purchase of our Products and thereafter (in our app, on our website and/or at our authorized resellers and sales partners), you will have the opportunity to elect to purchase one or more additional subscription services, which may be sold a-la-carte or in a bundle ("Additional Services") (previously also known as our "Membership Program"). There are certain terms and conditions which pertain to the purchase, use and termination of these Additional Services that are in addition to other terms governing the use of Canary's systems generally.

One form of Additional Services is our "Premium Services." Each of the Basic and Premium Services currently offered by Canary is explained at [this link](#). Premium Services may include items such as access to full recorded videos for a predetermined timeframe (e.g., 30 days); access to certain exclusive Premium Services software features such as a web-based video viewing experience and two-way talk functionality; an extended Equipment warranty; and customer service support in the event of a home security incident.

Use of all Additional Services is governed by all relevant Canary terms and conditions including, without limitation, the [Canary System Terms & Conditions](#), Canary's [Privacy Policy](#), Canary's End User License Agreement (for software embedded in the Product) and these terms, including the terms applicable to your selected service plan.

Full recorded videos are available to Premium Services subscribers and will remain available for the predetermined timeframe applicable to your selected plan. Video previews previously captured prior to an upgrade to Premium Services will not be replaced by full videos if you upgrade to Premium Services.

Your selected plan may include an Extended Warranty. The Extended Warranty includes the same provisions of Canary's standard [Limited Warranty](#) but adds additional time (e.g., twelve (12) months) from the date of purchase. The Extended Warranty must be in place for the relevant Equipment at the time the Equipment fails to be potentially eligible for an Extended Warranty claim.



Outside the United States, subscribers to Premium Services will receive full video and timeline access as set forth in the documentation applicable to the user's country of residence, and other features of our Premium Services (such as extended warranty or incident support) may not be available in certain countries outside the United States.

Purchase of Canary's Premium Services or Professional Monitoring includes the features described on our Premium Services FAQ page and Professional Monitoring FAQ page, respectively, at the time of your purchase and are subject to change (including during the period of your Additional Services) on notice to you. Canary reserves the right to limit certain Premium Services functionality, such as video uploads and access, web-based video viewing experience, and two-way talk, or Professional Monitoring functionality, such as escalating events for review or first responder dispatch, immediately upon notice to you if, in our sole discretion, your use of the applicable Additional Service is inconsistent with the purpose or manner in which it is intended to be used. No refunds will be offered in connection with any such limitation.

Additional Services and the rights and privileges provided to an Additional Services subscriber are personal and non-transferable by assignment, sale or otherwise, each of which is specifically prohibited. If you give your Equipment to another person (e.g., as a gift), you are not permitted to transfer your activated Additional Services with the Equipment for that person's use. The person who receives your Equipment must purchase his or her own Additional Services; provided that for Products with a minimum contract period, if the person who receives the Equipment is acceptable to us in our sole discretion, we may permit them to enter into a new contract with us with a contract period that is equal to the balance of your remaining contract period. You will not receive a refund, pro-rated or otherwise, if, as a result of giving your Equipment to another person, you deactivate your account.

All fees for and payments for Additional Services are in US Dollars unless otherwise noted at the time of purchase. Additional Services are billed on a per-location or a per Equipment (device) basis depending on the plan you selected at the time of purchase. The price of your Additional Services is subject to your selected plan and may also depend on the amount of Equipment (number of devices) registered with your Additional Services at each physical location on your account. If a physical location has Additional Services activated, we may require that all Equipment at that location must be activated for the same Additional Services. In the event that the amount of Equipment (number of devices) changes during the course of a month or year, depending on which plan you selected, we may adjust your bill on a pro-rated basis to reflect any changes.



When you purchase Additional Services that includes “free” Equipment, you do not purchase the Equipment outright and instead it remains in our ownership. Title to and ownership in this Equipment shall not transfer to you, and your payments shall be for your right to use our Products. This means that you cannot sell, rent, mortgage or otherwise encumber our Equipment unless we agree in writing. At the end of any Additional Services plan, we have the right to require that you return the Equipment to us. Failing to return an applicable Equipment to us within 14 days following our instructions to do so violates these Terms, and we may continue to charge your Additional Services plan fees until you return the Equipment to us and/or we may take legal or other collection action against you. This could mean you have to pay our costs and expenses, including collections and legal costs, with interest added daily as described in the “Payment” section below.

Canary Professional Monitoring Services and Emergency Button Services

If you subscribe to Canary’s professional monitoring or emergency button services (collectively, “**Professional Monitoring**”), the additional terms in this section captioned “Canary Professional Monitoring Services and Emergency Button Services” apply to your use of Professional Monitoring (the “**Monitoring Terms**”). Professional Monitoring is one of our Additional Services, and we partner with Noonlight, Inc., a Delaware corporation (“**Noonlight**”), to provide Professional Monitoring. If you do not agree to all of the Monitoring Terms, do not use Professional Monitoring.

In this section, we also refer to the Professional Monitoring as provided by Noonlight as the (“Noonlight Services”), meaning Noonlight’s professional monitoring service, and personal safety technologies and related services, including emergency dispatching services and the Noonlight e911 + emergency button, in each case offered to you by Canary and fulfilled by Noonlight. Noonlight retains all right, title, and interest in and to the Noonlight Services and reserves all rights not expressly granted to you in these Terms.

The professionally monitored portion of the Noonlight Services consists solely of monitoring and reviewing data or other communication from Equipment that reports an event at the Equipment location (“**Premises**”) that may require assistance (a “**Response Condition**”) from persons, entities or agencies (“**Responders**”). Following receipt of notice of a Response Condition, Noonlight will alert Responders; provided, however, before alerting any Responders, Noonlight may, in its sole and absolute



discretion, and without any liability therefrom, contact or attempt to contact you as frequently as Noonlight deems appropriate to verify the need to alert Responders to the Response Condition. After receiving data or other communication from you to disregard the Response Condition, Noonlight may, in its sole and absolute discretion, and without any liability therefrom, alert Responders or refrain from alerting the Responders or advise the Responders of the receipt of data or other communication to disregard the Response Condition.

False Alarms. For every Response Condition, you shall (i) pay, without reimbursement from Canary or Noonlight, and/or (ii) reimburse Canary and Noonlight, for any associated fines, fees, costs, expenses or penalties assessed against you, Canary or Noonlight (including, without limitation, for false alarms or other invalid Response Conditions) by any court, governmental agency, or other applicable person.

Forced Entry Damages; Delayed Response. You must provide prompt access to the Premises to Responders. If you fail to provide access, Responders may use forcible means to enter the Premises, which may result in damage to the Premises, all of which damage, cost and expense shall be borne solely by you without recourse to Noonlight, Canary or their respective Representatives (as defined below). Neither Canary nor Noonlight has any control over response times for Responders or their failure to respond at all. You hereby release Noonlight, Canary, and their respective Representatives for and from all claims, losses and damages that may arise from any forced entry or delayed and/or failed response by Responders.

Restrictions on Use of Professional Monitoring Services. You understand, acknowledge and agree that certain laws, rules, regulations and ordinances of governmental authorities, utilities, businesses, homeowners associations and other entities may affect your rights or ability to use the Products, including fees or assessments for false alarms or other restrictions. You agree to obtain and maintain all licenses, permits and other authorizations or consents necessary for the installation and use of the Products, including, without limitation or example, notice to Responders.

Permitting Fines. The city, or town or other place where you desire to use Professional Monitoring may require you to have a permit in order to do so. If you fail to obtain a permit, you may be subject to fines (“**Permitting Fines**”). To learn more about these requirements, visit [this](#) Canary help center page. If you are subject to a Permitting Fines, please contact Canary customer support for advice.



Conditions of Access to Noonlight Services

As a condition of accessing the Noonlight Services, you represent and warrant that you own all right, title, and interest in and to the data, content, or other materials you upload through or to the Noonlight Services (“**Your Content**”). By uploading Your Content, or allowing Noonlight to access Your Content, you hereby grant Noonlight a nonexclusive, worldwide, royalty free, fully paid up, transferable, and sublicensable license to use, copy, display, upload, perform, distribute, store, modify, and otherwise use Your Content in connection with the operation of the Noonlight Services in the manner authorized by Canary. You also acknowledge the Noonlight privacy policy available at www.noonlight.com/privacy.

As a condition of accessing the Noonlight Services, you agree not to engage in, attempt to engage in, or permit or assist others in engaging in, any of the following prohibited activities: (i) use any software, script, code, device, crawler, robot, or other means not provided by Noonlight or us to access the Noonlight Services; (ii) circumvent, disable, or otherwise interfere with security-related features on the Noonlight Services; (iii) modify, adapt, translate, reverse engineer, decipher, decompile, or otherwise disassemble any portion of the Noonlight Services; (iv) access or use the Noonlight Services in any manner that may damage, disable, unduly burden, or impair any part of the Noonlight Services, or any servers or networks connected to the Noonlight Services; (v) post information or interact with the Noonlight Services in a manner which is fraudulent, libelous, abusive, obscene, profane, harassing, or illegal; (vi) use the Noonlight Services for any illegal purpose or in violation of any law, statute, rule, permit, ordinance or regulation; (vii) gain or attempt to gain unauthorized access to the Noonlight Services; (viii) interfere or attempt to interfere with the Noonlight Services provided to any user or network, including, without limitation, via means of submitting a virus to the Noonlight Services, spamming, crashing, or otherwise; (ix) engage in commercial use or distribution of the Noonlight Services, or copy or create any derivative work of the Noonlight Services; (x) use the Noonlight Services in any way that infringes or misappropriates any third party’s rights, including intellectual property rights, copyright, patent, trademark, trade secret, or other proprietary rights, or rights of publicity or privacy; or (xi) use the Noonlight Services for the benefit of any third party. If you violate or are reasonably suspected of violating any of the foregoing restrictions, Noonlight or Canary may suspend your access to the Noonlight Services without prior notice, provided that if your access to the Noonlight Services is suspended, we will use reasonable efforts to notify you afterwards. **No Warranties in Noonlight Services.** Canary does not make any warranties on behalf of Noonlight, and HEREBY DISCLAIMS ON BEHALF OF NOONLIGHT, ALL WARRANTIES, INCLUDING IMPLIED



WARRANTIES, WITH RESPECT TO THE NOONLIGHT SERVICES. NOONLIGHT SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES (INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES OR LOST PROFITS) AND SPECIFICALLY DISCLAIMS NOONLIGHT'S DIRECT LIABILITY TO YOU.

Payment

The initial price for the Additional Services you choose is posted on Canary's website on the date that you subscribe. Canary reserves the right to change your Additional Services terms and prices with appropriate notice to you. We do not provide upward or downward price protection or refunds in the event of promotions or price decreases offered after the date on which you subscribe.

You may pay for your Additional Services with a major credit or debit card, or any other payment method accepted by our third party payment processor at the time of purchase ("Payment Method"). We will charge your credit or debit card or account for your first Additional Services fee on the date that we process your order for your Additional Services and on or about each monthly or annual anniversary. If you purchase Additional Services with a minimum committed contract period (e.g., 24 months), after your applicable contract period, we will continue your Additional Services on a month-to-month or annual Additional Services plan (based on your latest selected payment period), and will charge you at our then-current rates. Once your credit or debit card or account is charged the first Additional Services fee, you will receive a confirmation email. If you have any dispute with any such charge, you must notify us in accordance with our Cancellation requirements, set forth [below](#).

You acknowledge that the amounts billed each billing period may vary for reasons that may include differing amounts due to promotional offers, changing your Additional Services plan (where permitted) and changes in the amount of taxes we collect. You authorize Canary to charge your Payment Method for such varying amounts, or to provide you a credit, on your next billing cycle. Payments for our Additional Services are processed through our third party payment processors.

If you purchase Additional Services with a minimum contract period, you are committing to the minimum contract period specified at the time of your order (e.g., 24 months). You may cancel your Additional Services plan with a minimum contract period at any time, subject to your payment to us at the time of cancellation an early termination fee equal to the entire amount that you would have paid to us if you had completed the



remainder of your minimum contract period. For example, if your Additional Services with a minimum contract period is billed at \$14.99 monthly + tax and includes a 24-month contract, and you cancel in month 14, your early termination fee would be \$149.90 + tax due at the time of cancellation.

We may evaluate your credit history before modifying or providing you Additional Services, including obtaining a report from a consumer credit agency or exchanging information with our affiliates in connection with determining your creditworthiness. If you fail to pay your bill, we may submit a negative credit report to a credit reporting agency (credit bureau), which will negatively affect your credit report.

If a payment for Additional Services with a minimum contract period is not successful, you remain responsible for any unpaid amounts, and after a grace period that we determine of at least 30 days, we may consider that you have canceled your Additional Services plan, in which case an early termination fee will apply, due at the time of cancellation or deemed cancellation, equal to the entire amount that you would have paid to us if you had completed the remainder of your minimum contract period specified at the time of your order (see the sample calculation above). Imposing an early termination fee does not affect our right to take legal or other collection action against you for non-payment, to charge you interest, or to request that you return to us Equipment that we own. If you are past due on amounts owed to us for Additional Services with a minimum contract period, we may also temporarily or permanently remotely disable your Equipment so that it will not operate, even if you give or otherwise transfer it.

If you purchase Additional Services with a minimum contract period and you do not make any payment due to us by the due date for payment, we may also charge interest to you on the overdue amount at the rate of the lesser of (a) 6% a year above the “prime rate” as reported by the Wall Street Journal or any successor publication and (b) the maximum interest rate allowed by law. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You will be required to pay interest together with any overdue amount unless you dispute a request for payment in good faith and contact us to let us know promptly after you have received a payment request of your dispute, in which case we may choose not to apply interest for the period of the dispute.



In addition to any early termination or other fees that apply, you also agree to reimburse us for our reasonable costs, fees and expenses in connection with any collection activities we undertake arising from your failure to pay us any amounts owed when due, including our reasonable attorneys' fees and collection agency fees. If you fail to pay on time and we refer your account(s) to a third party for collection, we may assess a collection fee that will be due at the time of the referral to the third party. The fee will be calculated at the maximum percentage permitted by applicable law, but not to exceed 18 percent per annum of the amount due.

Free Trials

Your Canary Additional Services may begin with a free trial for a limited period of time. If you receive a free trial, the specific offer terms will be stated in the material describing the free trial offer. Free trials are for new Canary customers only. We will not combine free trials with any other offers. When a free trial ends, if authorized by you during the registration process, your paid Additional Services will begin and we will charge your payment method accordingly. Canary reserves the right to determine and limit eligibility for any free trial.

Once your free trial period ends, we will begin billing your Payment Method for the monthly or annual Additional Services fees corresponding to the Additional Services plan you chose at the time of purchase (plus any applicable taxes), unless you cancel in a timely manner according to our policies prior to the end of your free trial. For that reason, unless otherwise indicated in the free trial description, you may be asked to set up a valid Payment Method for continuation charges when redeeming a free trial offer. If you wish to avoid charges to your Payment Method, you must cancel your Additional Services prior to the last day of your free trial period. You may cancel your Additional Services at any time as described in the [Cancellation](#) section of these Terms.

Billing

CANARY WILL AUTOMATICALLY RENEW YOUR ADDITIONALSERVICES ON OR ABOUT EACH MONTHLY OR ANNUAL ANNIVERSARY OF THAT DATE THAT CANARY FIRST CHARGES YOU FOR THE FIRST ADDITIONAL SERVICES FEE.

IN ADDITION AND, AS AUTHORIZED BY YOU DURING THE ADDITIONAL SERVICES SIGN-UP PROCESS, CANARY WILL CHARGE YOU THE APPLICABLE MONTHLY OR ANNUAL ADDITIONAL SERVICES FEE AND ANY SALES OR



SIMILAR TAXES THAT MAY BE IMPOSED ON YOUR ADDITIONAL SERVICES FEE PAYMENT UNLESS YOU CANCEL PRIOR TO THE RENEWAL DATE.

ADDITIONAL SERVICES WILL NOT AUTOMATICALLY RENEW IF YOU CHOOSE TO OPT OUT OF AUTOMATIC RENEWAL. YOU MAY OPT-OUT OF THE AUTOMATIC RENEWAL FOR MONTHLY OR ANNUAL ADDITIONAL SERVICES AT ANY TIME BY CONTACTING CANARY BY TELEPHONE AT (844) 294-4163 (US), 0 800 090 3699 (UK), OR VIA EMAIL AT SUPPORT@CANARY.IS ONLY IF YOU ARE A RESIDENT OF CALIFORNIA, VIRGINIA, OREGON OR A COUNTRY IN COUNTRIES OTHER THAN THE US OR UK.

Canary may obtain pre-approval for an amount up to the amount of the transaction. Canary and its affiliates that assist us with supporting our Products may also contact you periodically by email at the email address associated with your account, by text/SMS message or autodialed and/or prerecorded calls to the phone number associated with your account, via mobile push notification, or via other methods you authorize, for billing reminders, to collect a debt owed to us, for Canary promotional offers, and other account-related communications. Standard message and data rates may apply to text messages. Your registration and use of Products including Additional Services constitutes consent to receiving these communications from Canary regarding your account. It is not a condition of purchase that you accept promotional calls or texts. You may opt out of marketing and promotional calls or messages by following the applicable unsubscribe instructions provided to you. Following such opt-out, you may continue to receive calls or messages for a short period of time while we process your request. It is your responsibility to keep your account information, including your phone number, updated. By purchasing our Products, you are agreeing that any agreements, notices, disclosures and other such communications sent to you by Canary via any method of communication will satisfy any legal requirements, such as receiving notice in writing or certified mail. You will be liable for paying any and all applicable sales and use taxes for the purchase of your Additional Services based on the mailing address that you provide when you register for them, and you authorize Canary to charge your credit or debit card for any such applicable taxes.

If Canary is unable to successfully charge your credit card or payment account for fees due, Canary reserves the right to revoke or restrict access to our services, delete your stored content in accordance with our data retention policies and procedures, or terminate your account. If you want to designate a different credit card or payment account, or if there is a change in your credit card or payment account status, you may



change your Payment Method by logging into your account and making all necessary payment related changes to your account profile. Making such changes may temporarily disrupt your access to the services while Canary verifies your new payment information and may result in a change to your payment billing date.

Cancellation

YOU MAY CANCEL YOUR ADDITIONAL SERVICES AT ANY TIME BY CONTACTING CANARY BY TELEPHONE AT (844) 294-4163 (US), 0 800 090 3699 (UK), OR VIA EMAIL AT SUPPORT@CANARY.IS ONLY IF YOU ARE A RESIDENT OF CALIFORNIA, VIRGINIA, OREGON OR A COUNTRY OTHER THAN THE US OR UK. MERELY UN-PAIRING EQUIPMENT FROM A LOCATION OR OTHERWISE DISCONNECTING IT FROM ITS POWER SOURCE OR INTERNET CONNECTION WILL NOT TRIGGER CANCELLATION OF THE ADDITIONAL SERVICES. CANARY REQUIRES A REASONABLE AMOUNT OF TIME TO PROCESS CANCELLATION REQUESTS. IF YOU CANCEL ADDITIONAL SERVICES WITH A MINIMUM CONTRACT PERIOD, YOU MAY BE REQUIRED TO PAY AT THE TIME OF CANCELLATION AN EARLY TERMINATION FEE EQUAL TO THE ENTIRE AMOUNT THAT YOU WOULD HAVE PAID TO US IF YOU HAD COMPLETED THE REMAINDER OF YOUR MINIMUM CONTRACT TERM (SEE ABOVE UNDER "PAYMENTS" FOR DETAILS).

ADDITIONAL PREMIUM SERVICES PLANS MAY BE CANCELLED FOR A FULL REFUND WITHIN THREE DAYS OF INITIAL REGISTRATION. IF YOU CANCEL YOUR MONTHLY ADDITIONAL SERVICES OR DOWNGRADE TO A LOWER PRICED ADDITIONAL SERVICES PLAN AT ANY TIME AFTER THREE DAYS OF REGISTRATION, YOU WILL ENJOY YOUR EXISTING ADDITIONAL SERVICES UNTIL THE EXPIRATION OF THE THEN-CURRENT ADDITIONAL SERVICES TERM FOR WHICH YOU HAVE PAID, AND YOUR ADDITIONAL SERVICES BENEFITS WILL EXPIRE OR DOWNGRADE AT THE END OF THE THEN-CURRENT ADDITIONAL SERVICES TERM IN ACCORDANCE WITH YOUR REQUEST. WE DO NOT PROVIDE PARTIAL OR PRO-RATED MONTH REFUNDS OR CREDITS. ANNUAL PLANS MAY BE CANCELLED WITHIN THE FIRST FOURTEEN DAYS OF REGISTERING FOR A FULL REFUND. ANY CANCELLATION AFTER THE FIRST FOURTEEN DAYS OF REGISTERING WILL BE EFFECTIVE AT THE END OF THE THEN-CURRENT ANNUAL BILLING PERIOD AND NO CREDITS OR REFUNDS WILL BE ISSUED. YOUR ADDITIONAL SERVICES BENEFITS WILL, AT THE END OF THE THEN-CURRENT ANNUAL ADDITIONAL SERVICES TERM, AUTOMATICALLY RENEW FOR ANOTHER YEAR. YOU MAY OPT-OUT OF THE AUTOMATIC



RENEWAL FOR MONTHLY OR ANNUAL ADDITIONAL SERVICES AT ANY TIME BY CONTACTING CANARY BY TELEPHONE AT (844) 294-4163 (US), 0 800 090 3699 (UK), OR VIA EMAIL AT SUPPORT@CANARY.IS ONLY IF YOU ARE A RESIDENT OF CALIFORNIA, VIRGINIA, OREGON OR A COUNTRY IN COUNTRIES OTHER THAN THE US OR UK. FOR ADDITIONAL SERVICES WITH A MINIMUM CONTRACT PERIOD, UNLESS OTHERWISE REQUIRED BY LAW, YOU MAY ONLY CANCEL THE SERVICE WITHIN FOURTEEN (14) DAYS OF THE ORIGINAL PURCHASE IF YOU RETURN YOUR EQUIPMENT IN ITS ORIGINAL CONDITION, IN WHICH CASE YOU WILL RECEIVE A FULL REFUND. THEREAFTER, ADDITIONAL SERVICES WITH A MINIMUM CONTRACT PERIOD CANNOT BE DOWNGRADED OR CANCELED AND ARE SUBJECT TO THE EARLY TERMINATION FEE DESCRIBED ABOVE.

Unless otherwise noted, any fees paid by you prior to your cancellation are nonrefundable (except as expressly permitted otherwise by these Terms or as may be required by law), including any fees paid in advance for the billing cycle during which you cancel. Termination of your account past the relevant deadline for cancellation shall not relieve you of any obligation to pay any accrued fees or charges to which you committed and failed to timely cancel. Upon cancellation of your Additional Services plan, you will lose access to the benefits of the Additional Services plan and, after a period of time as short as immediately, Canary will delete information and data stored as part of your account in accordance with our current plans and related storage limits.

As noted [above](#), you may not transfer your Additional Services to any other person, whether or not you give your Equipment to that person. Subject to the prohibitions on resale set forth above and the more specific provisions above pertaining to Additional Services with a minimum contract period, transferring your Equipment is permitted, but you will not receive a pro-rated refund for the balance of any remaining term of your Additional Services plan associated with the Equipment if you cancel your Premium Services and/or deactivate your Equipment. The person to whom you give your Equipment must purchase her own Additional Services plan if interested, and will not receive any credit or other monetary benefit due to your Equipment having been associated with a Additional Services plan which was not utilized for its full term.

Availability of Additional Services. You agree to use Additional Services only for purposes permitted by these Terms and including those additional terms and conditions and policies referenced or available by hyperlink at www.canary.is/legal as applicable to your plan. Our Additional Services, or any related feature, may not be available in all



languages or in all countries and Canary makes no representation that the Additional Services are appropriate or available for use in any particular location. To the extent you choose to access and use Additional Services, you do so at your own initiative and are responsible for compliance with any applicable laws.

Waiver or Subrogation. You hereby waive any rights your insurance company may have to be reimbursed by Canary or Noonlight for money paid to you or on your behalf.

Indemnification. IF ANYONE OTHER THAN YOU, INCLUDING, WITHOUT LIMITATION, YOUR INSURANCE COMPANY, ASKS CANARY OR NOONLIGHT TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY THE CANARY REPRESENTATIVES OR THE NOONLIGHT REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE COMMUNICATION PATH BETWEEN THE PRODUCTS AND THE MONITORING FACILITY OR THE MONITORING FACILITY'S FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, OR (VI) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, YOU AGREE TO PAY (WITHOUT ANY CONDITION THAT CANARY OR NOONLIGHT REPRESENTATIVES PAY FIRST) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY CANARY OR NOONLIGHT REPRESENTATIVES. "**Canary Representatives**" mean Canary and its shareholders, affiliates, directors, officers, employees, interns, contractors, suppliers, service providers, licensors and agents. "**Noonlight Representatives**" mean Noonlight and its shareholders, affiliates, directors, officers, employees, interns, contractors, suppliers, service providers, licensors and agents.

Not Insurance. Canary and Noonlight are not insurers. The fees for Products (including, without limitation, Additional Services) are based solely upon the services provided by Canary, and is premised and conditioned upon Canary's (and, in the case of Professional Monitoring, Noonlight's) limitation of liability and other rights arising under the risk allocation clauses contained in these Sales Terms. Accordingly, you should maintain insurance in an amount and with coverages sufficient to provide full and complete coverage for any loss, damage or expense that may be sustained by you,



your family or others who may be on or adjacent to the Premises, including medical insurance, disability insurance, life insurance and property insurance.

Limitation of Liability

Nothing in these Terms, and in particular within this "Limitation of Liability" section, shall attempt to exclude or limit liability that cannot be excluded or limited under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE DISCLAIMER OF WARRANTIES,

(A) IN NO CASE SHALL THE CANARY REPRESENTATIVES BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR PURCHASE OF PRODUCTS OR DISPLAYING, COPYING, OR DOWNLOADING ANY CONTENT TO OR FROM OUR SERVICES, EVEN IF CANARY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND

(B) IN NO CASE SHALL THE CANARY REPRESENTATIVES BE LIABLE FOR ANY BODILY INJURY OR HARM TO PROPERTY, OR ANY OTHER LOSS, CLAIM, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHICH ARISE FROM OR ARE OTHERWISE ASSOCIATED WITH YOUR USE OR OWNERSHIP OF THE EQUIPMENT, OR ARISING FROM YOUR PURCHASE FROM OUR STORE, USE OF OUR PRODUCTS OR RELATED IN ANY WAY TO YOUR USE OF THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE PRODUCTS OR ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PRODUCTS, EVEN IF CANARY KNEW OR SHOULD HAVE KNOWN ADVISED OF SUCH A POSSIBILITY.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the Canary Representatives' liability (and the Noonlight Representatives' liability, with



respect to the Noonlight Services) shall be limited to the maximum sum of \$25.00 collectively. In the event that you wish to increase the maximum amount of such limited liability, you may, as a matter of right, obtain a higher limit by contacting legal@canary.is to arrange paying an additional amount for the increase in such limit of liability, but this payment shall in no way be interpreted to hold Canary or Noonlight, and their Representatives as an insurer.

General

Canary controls and operates its Service from its headquarters in the United States. If you use this Service outside the United States of America, you are solely responsible for following applicable local laws. In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the legality, validity and enforceability of any other remaining provisions.

Canary's failure or delay in exercising its rights or ability to enforce and provision of these Terms shall not constitute a waiver of such right or provision. These Terms and any policies or operating rules posted by us on our websites constitute the entire agreement and understanding between you and us and govern your use of our Products, as defined in these Terms, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

Disputes with Canary

The provisions of our System Terms & Conditions (currently available at <https://canary.is/legal/system-terms>) provided under the heading **Disputes with Canary** are hereby fully incorporated by reference into these Terms. This includes, without limitation, each of the terms and conditions under the subheadings Pre-Arbitration Claim Resolution, Exclusions from Arbitration/Right to Opt Out, Arbitration Procedures, Arbitration Award, Location of Arbitration, Payment of Arbitration Fees and Costs, Class Action Waiver, Jury Waiver, Severability, Continuation, and Governing Law & Venue. Please review the entire "Disputes with Canary" section of our System Terms & Conditions carefully as it affects your rights.



Changes to these Terms

These Terms are current as of the date set forth above. If we make any changes that materially affect our practices we will endeavor to provide you with notice of such change by highlighting the change on our website or by emailing you.

Contact Us

If you have any questions about these Terms, you may contact us at: legal@canary.is or by mail to:

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