Customer Service Agreement

Justin Hall Consulting Corp
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Justin Hall Consulting Corp ("JHC", "we")
Customer: the business named on the Quote ("Customer", "you")

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1. How this Agreement works

1.1 This Agreement applies to every JHC quote ("Quote") that refers to it. The Quote carries an acceptance line right above the signature. When you sign the Quote (including by electronic signature), you agree to the Quote and to this Agreement.

1.2 The Quote controls price, equipment, scope of work, and the monthly services you are buying. This Agreement controls everything else. If they conflict, the Quote wins on price and scope, and this Agreement wins on everything else.

1.3 The person signing confirms they are authorized to sign for Customer, to bind Customer to this Agreement, and to authorize the recurring payments in Section 4.

2. Work and equipment

2.1 **Scope.** We will install, program, and test the equipment and services listed on the Quote. Work not on the Quote, and the items listed as exclusions on the Quote, are not included. Extra work needs a written change order or a new Quote.

2.2 **Existing equipment.** If we connect or reprogram equipment you already own (for example, existing cameras), we are not responsible for its prior condition, age, defects, or settings left by another provider. If a device cannot be reset or connected, we will tell you and quote a fix or replacement.

2.3 **Site access.** You will give us safe access to the work areas, a working internet connection, and power where needed. Delays caused by site conditions not disclosed before you signed may be billed as extra work.

2.4 **Ownership.** Equipment you buy on the Quote becomes yours when it is paid in full. Until then, JHC keeps a security interest in it. JHC keeps its lien rights under Georgia law. Alarm.com software, apps, and cloud services are licensed, not sold.

3. Deposits and payment

3.1 **Deposits.** Deposits are figured on the one-time charges on the Quote only (equipment, labor, fees), not on monthly services. Projects with one-time charges over $2,000 need a 50% deposit to begin work. Electronic equipment needs a 75% deposit before we order it. Where both apply, the larger amount is due.

3.2 **Balance.** The rest of the one-time charges are due Net 15 from the invoice date after completion. Projects longer than one month are billed monthly as work progresses.

3.3 **Late payment.** Balances unpaid 30 days after the due date accrue a finance charge of 1.5% per month (18% per year), or the highest rate Georgia law allows, whichever is less.

3.4 **Taxes.** Prices do not include sales or other taxes, which are added where required.

4. Monthly services and automatic payment authorization

4.1 **Monthly services.** The Quote lists your monthly services (for example, Alarm.com video service) and the monthly price. Monthly billing starts on the day the service is activated.

4.2 **Automatic payment authorization (please read).** By signing the Quote, you authorize JHC to charge the payment method you give us, each month, for the monthly services listed on the Quote, plus applicable taxes and, if you pay by card, the card surcharge in Section 4.4. The charge will be made on or about the same day each month, starting when service is activated, until the monthly services end under Section 5. The amount will be the monthly total on the Quote, as changed only by a price notice under Section 5.3 or a change you approve in writing. We will send a receipt for each charge.

4.3 **Changing or canceling the authorization.** You can change your payment method, or cancel this automatic payment authorization, by emailing billing@justinhallconsulting.com at least 10 days before the next charge. If you cancel the automatic payment but keep the monthly services, you pay each monthly invoice by ACH or check within 15 days.

4.4 **Card surcharge and ACH.** ACH (bank transfer) is our preferred payment method. ACH originating from your bank has no fee. ACH paid through our QuickBooks payment portal carries a processing fee, which you pay; email billing@justinhallconsulting.com for the current amount before you pay. This processing fee does not apply to automatic monthly payments under Section 4.2. **All card payments (credit, debit, and prepaid) carry a 3.5% surcharge on the amount charged. No surcharge applies to ACH sent from your bank or to checks.** The surcharge rate is stated on the Quote when you authorize card payments, and the surcharge amount is shown on each receipt.

4.5 **Card data.** Card numbers are entered only through our payment processor's secure form. Never write card numbers on this Agreement or send them by email.

4.6 **Missed payments.** If a monthly payment fails and is not paid within 15 days after we notify you, we may suspend the monthly services until the account is current. You stay responsible for amounts owed.

5. Monthly services are month to month; cancel any time

5.1 **No long-term commitment.** After installation, monthly services are month to month. If the Quote shows a number of months or years next to a monthly service (for example, "60 months" or "for 5 years"), that is only the period used to show pricing on the Quote. It is not a commitment, and you are not required to keep the service for that period.

5.2 **Canceling.** Either party may end monthly services with 30 days' written notice (email is fine). There is no early cancellation fee or penalty. You pay only for service through the end of the 30-day notice period.

5.3 **Price changes.** We may change monthly prices with at least 30 days' written notice, usually because Alarm.com or another provider raised its price to us. You may cancel under Section 5.2 at any time.

5.4 **When service ends.** When monthly services end, Alarm.com app access, remote viewing, and any cloud features or cloud-stored video for those services stop. Video recorded locally on a recorder you own stays on that recorder. Equipment you own stays yours. Ask us before service ends if you want help exporting video or moving the account.

6. Warranty

6.1 **Cabling workmanship.** JHC warrants the workmanship of structured cabling it installs for **10 years** from completion. When the cabling system is certified by the manufacturer (a manufacturer-certified system), the workmanship warranty is **20 years**, together with the manufacturer's system warranty. If cabling we installed fails because of our workmanship during the warranty period, we will repair it at no charge.

6.2 **Parts and equipment.** All parts and equipment carry the manufacturer's warranty only. JHC passes the manufacturer's warranty through to you and will help you make warranty claims. JHC does not provide a separate warranty on parts or equipment. Equipment you already owned before our work is not covered by JHC.

6.3 **What is not covered.** The warranty does not cover damage from misuse, power surges, lightning, water, pests, changes made by others, network or internet problems, or normal wear.

6.4 **No other warranties.** EXCEPT AS STATED IN THIS SECTION 6, JHC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Third-party services (Alarm.com) and outages

7.1 Video, app, and cloud features are provided by Alarm.com, a third party. You agree to Alarm.com's end-user terms and privacy policy, which apply to your use of the app and cloud service.

7.2 These services depend on your internet connection, your power, your network, the cellular and internet networks, and Alarm.com's systems. JHC does not control them and does not guarantee they will be available or uninterrupted.

7.3 If Alarm.com stops offering a service you are paying for, we will offer a replacement or end the affected service.

8. IMPORTANT: WHAT THIS SYSTEM DOES NOT DO (PLEASE READ)

8.1 **NOT MONITORED. NOT A LIFE-SAFETY SERVICE.** UNLESS THE QUOTE EXPRESSLY INCLUDES 24/7 CENTRAL STATION MONITORING, NO ONE AT JHC OR ALARM.COM WATCHES YOUR CAMERAS, RESPONDS TO EVENTS, OR CALLS POLICE, FIRE, OR MEDICAL HELP. THE VIDEO SYSTEM IS NOT A SUBSTITUTE FOR STAFF SUPERVISION OF CHILDREN, FIRE ALARMS, OR EMERGENCY PLANS.

8.2 **NO GUARANTEE.** JHC IS NOT AN INSURER. JHC DOES NOT PROMISE THAT THE SYSTEM WILL PREVENT OR DETECT ANY INJURY, ABUSE, THEFT, OR OTHER LOSS, OR THAT EVERY EVENT WILL BE RECORDED OR KEPT. YOU SHOULD CARRY YOUR OWN INSURANCE.

8.3 **LIMIT OF LIABILITY.** TO THE FULLEST EXTENT GEORGIA LAW ALLOWS: (a) JHC IS NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS; (b) FOR ANY LOSS CLAIMED TO RESULT FROM THE SYSTEM OR SERVICES FAILING TO OPERATE, DETECT, RECORD, STORE, OR TRANSMIT VIDEO, JHC'S TOTAL LIABILITY IS LIMITED TO THE GREATER OF $500 OR SIX TIMES THE MONTHLY SERVICE FEE, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY; AND (c) FOR ALL OTHER CLAIMS, JHC'S TOTAL LIABILITY IS LIMITED TO THE AMOUNTS YOU PAID JHC UNDER THE QUOTE IN THE 12 MONTHS BEFORE THE CLAIM. THESE LIMITS DO NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE CAUSED BY JHC'S NEGLIGENCE WHILE WORKING AT YOUR SITE, OR TO JHC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. Recording, privacy, and your responsibilities

9.1 **You decide what is recorded.** You choose where cameras point, what is recorded, who has app access, and how long video is kept. You are responsible for following all laws, licensing rules, and policies that apply to recording at your site, including childcare licensing rules (for example, Georgia DECAL / Bright from the Start rules), and for any notices to, or consent from, staff, parents, and visitors.

9.2 **Private areas.** Cameras must not view restrooms, diaper-changing areas, or other places where people expect privacy. Georgia law restricts recording people in private places without consent.

9.3 **Audio is off by default.** JHC sets up cameras with audio recording turned OFF. We will turn audio on only if you ask in writing and confirm that you have given any required notice and have any required consent.

9.4 **Your recordings.** You own your video. JHC will not sell it, share it, or view it except: (a) to install, support, or fix the system, with your permission or at your request; or (b) when required by law (for example, a subpoena), in which case we will tell you if the law allows. Remove app access for staff who leave; JHC is not responsible for access by people you authorized.

9.5 **Confidentiality.** Each party will keep the other's non-public business information confidential and use it only for this Agreement.

10. Indemnity

10.1 **Customer.** You will defend and hold JHC harmless from third-party claims (including claims by parents, staff, or regulators) arising from how you use the system, what you record or share, or your failure to give required notices or get required consents, except to the extent caused by JHC's negligence or misconduct.

10.2 **JHC.** JHC will defend and hold you harmless from third-party claims for bodily injury or property damage to the extent caused by JHC's negligence or willful misconduct while working at your site.

10.3 Nothing here requires either party to cover the other's sole negligence.

11. General

11.1 **Governing law.** Georgia law governs this Agreement.

11.2 **Disputes.** If a dispute comes up, we will first try to resolve it by talking for 30 days after written notice. If that does not work, either party may file in the state or magistrate court of the county where the site is located. There is no mandatory arbitration.

11.3 **Collection costs.** If JHC must use an attorney or agency to collect past-due amounts, you will pay reasonable collection costs and attorney's fees as allowed by Georgia law.

11.4 **Notices.** Notices may be sent by email: to JHC at billing@justinhallconsulting.com (billing) or justin@justinhallconsulting.com (everything else), and to Customer at the email on the Quote.

11.5 **Electronic signatures.** Electronic signatures and records are valid and binding.

11.6 **Other terms.** This Agreement and the Quote are the whole agreement and replace earlier discussions about the same work. Changes must be in writing and accepted by both parties (an email or a signed change order counts). If any part is found unenforceable, the rest still applies, and the unenforceable part is enforced to the maximum extent allowed. Purchase orders or other forms you send do not change this Agreement. Neither party is responsible for delays caused by events outside its reasonable control (weather, outages, supply shortages, pandemics, cyber events). You may not assign this Agreement without our consent; we may assign it to a successor business with notice to you.

Accepted by signing the Quote that refers to this Agreement.