

**SimpliSafe**

Terms of Sale  
+ FCC Statement



# SimpliSafe Global Print Terms of Sale

The following Terms of Sale are relevant based on the country in which you purchased your products.

## **US Customer Terms of Sale**

**Last updated: February 2022**

Please review these Terms of Sale carefully as these terms govern your purchase of the products in your order (the "System") from SimpliSafe, Inc. ("SimpliSafe") and set out your rights and obligations with respect to your purchases, including important limitations and exclusions, such as those contained in our product warranties. **These are the Terms of Sale under which we are willing to provide you with the System and requires the use of binding arbitration to resolve disputes rather than jury trials or class actions (described in detail below). Please be certain you understand them.**

**The Complete Terms of Sale are available at <https://simplisafe.com/terms-sale>.** They include provisions relating to U.S. and End User sales only, payment methods, prices, sales tax, gift cards and promotions, shipping, services including monitoring services, software license and use of the camera and installation of detectors, etc.

By purchasing the System and/or using the System, you agree that you have read these Terms of Sale, and the Complete Terms of Sale available online, and are legally bound by these Terms of Sale, including the disclaimers, limitations of liability and indemnity obligations below.

If this product is purchased directly online from SimpliSafe, either through our company store on an online retailer platform (such as the SimpliSafe store on Amazon) or the SimpliSafe website, any conflict between (i) the online Terms of Sale provided at the time of your online purchase (available at [www.simplisafe.com/terms-sale](http://www.simplisafe.com/terms-sale)) and (ii) any written Terms of Sale provided with the print copy Set-up Guide, shall be governed by the online terms.

### **Limited Hardware Warranty**

SimpliSafe warrants to you, the initial purchaser of the System from SimpliSafe or an authorized retailer, that each of the products that make up your SimpliSafe System ("Covered Products") will be free from defects in materials and workmanship under normal use and service for one (1) years from the date that you purchase the Covered Products. This limited hardware warranty is non-transferrable. **As a condition of this warranty, SimpliSafe may require that you provide proof of purchase during the warranty period and/or return the defective Covered Product.** If SimpliSafe requires the return of the defective Covered Product, return shipping costs will be paid for by SimpliSafe.

SimpliSafe may also offer additional hardware or subscription related product protection plans that are supplemental to this original limited hardware warranty. Unless specified otherwise, these supplemental programs would not go into effect until after the original limited hardware warrant expires; and where programs run concurrently, this initial limited hardware warranty would take precedence over any other programs during the initial limited hardware warranty period. Within this and any other warranty periods, SimpliSafe's sole obligations shall be limited to accepting return of the

defective product or part of the Covered Product and providing one or more of the following remedies, to be determined at SimpliSafe's sole discretion:

**Replacement of Covered Products:**

For valid warranty claims made during the warranty period in respect to Covered Products, SimpliSafe may provide you with a substantially functional equivalent product or part to replace the defective item.

Replacement products provided under this Limited Warranty may be new, repaired or reconditioned, at the sole option of SimpliSafe. SimpliSafe warrants any replacement products for a one (1) year limited warranty period from the date the replacement parts are shipped to you.

**Refund or Credit:**

At SimpliSafe's sole option and discretion, in lieu of replacing the defective Covered Product, SimpliSafe may instead offer to refund or credit you the original purchase price you paid to SimpliSafe or an authorized retailer for the Covered Product. See online Terms of Sale for more details.

For warranty service, please contact SimpliSafe Customer Support at 1-888-95-SIMPLI (957-4675) or visit [www.simplisafe.com/support](http://www.simplisafe.com/support) and click on "Contact Us". If SimpliSafe is unable to address the issue that you are facing, SimpliSafe will, subject solely to its discretion, determine the appropriate warranty remedy, as listed above.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. SIMPLISAFE DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, SIMPLISAFE LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THE LIMITED WARRANTY DESCRIBED ABOVE OR THE SHORTEST PERIOD ALLOWED BY LAW. IN NO CASE SHALL SIMPLISAFE OR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR REPRESENTATIVES (EACH, A "SIMPLISAFE PARTY" AND COLLECTIVELY, THE "SIMPLISAFE PARTIES") BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER WARRANTIES WHATSOEVER. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

SimpliSafe does not represent that the System may not be compromised or circumvented; that the System will prevent any personal injury or property loss; or that the System will in all cases provide adequate warning or protection. You understand that the System may be interrupted, circumvented, unavailable (for a limited or extended time period) or otherwise compromised, including as a result of equipment designed or used by a third party for the purpose of causing false alarms or gaining unauthorized access to or otherwise affecting or controlling the System (including any Camera, Smart Lock, or other peripheral SimpliSafe System component). Furthermore,

the SimpliSafe Smart Lock is not an ANSI or BHMA certified door lock or deadbolt, and it must be correctly installed and used with a certified door lock that is operating in good condition; and used in environmental conditions that fall within the SimpliSafe Smart Lock specifications specified below (or in the corresponding user manual, which shall control in the event of any discrepancy). You assume all risk associated with the suitability, installation and performance of the door lock and other third-party components, hardware, software and services that you select.

CONSEQUENTLY, NO SIMPLISAFE PARTY, AS DEFINED ABOVE, SHALL HAVE ANY LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE (COLLECTIVELY, "LOSSES"), INCLUDING ANY PROPERTY DAMAGE, PERSONAL INJURY (INCLUDING DEATH), ECONOMIC LOSSES OR ANY OTHER FORM OF LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH, DUE TO, OR CAUSED IN WHOLE OR IN PART BY A CLAIM THE SYSTEM FAILED TO GIVE WARNING. HOWEVER, IF ANY SIMPLISAFE PARTY, AS DEFINED ABOVE, IS HELD LIABLE, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS ARISING OUT OF OR IN CONNECTION WITH, DUE TO, OR CAUSED IN WHOLE OR IN PART BY THIS LIMITED WARRANTY OR OTHERWISE, THE AGGREGATE LIABILITY OF ALL SIMPLISAFE PARTIES, AS DEFINED ABOVE, SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SYSTEM, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST THE SIMPLISAFE PARTIES, AS DEFINED ABOVE. YOU ACKNOWLEDGE AND AGREE THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE OF THE SYSTEM TO GIVE WARNING. THIS AGREED-UPON AMOUNT (THE PURCHASE PRICE OF THE SYSTEM) IS NOT A PENALTY, AND IS THE SOLE REMEDY.

A copy of the complete Limited Warranty, including, but not limited to, warranty limitations, installation of detection devices, smart lock specifications, waiver of subrogation and indemnification and instructions on making a warranty claim, can be found at <https://simplisafe.com/terms-sale> or by contacting SimpliSafe at 1-888-95-SIMPLI (957-4675) or visit [www.simplisafe.com/support](http://www.simplisafe.com/support) and click on "Contact Us".

By purchasing from SimpliSafe, you acknowledge that you have had an opportunity to review SimpliSafe's COMPLETE warranty terms, have done so to the degree you feel you need to be familiar with them, and you accept their terms and conditions, including the limitations, exclusions, and disclaimers.

### **Satisfaction Guarantee**

Unless specified otherwise, any satisfaction guarantee or money back guarantee offers are made on an item by item basis (whether the items is purchased alone or as part of a larger order). The term for any satisfaction guarantee is limited and the start date for any such guarantee is the date of delivery of that specific item for items ordered directly from SimpliSafe, or the purchase date for any items purchased from an authorized retailer. Unless specified otherwise, the time frame for any satisfaction guarantee is 60 days.

To the extent permissibly by law, Satisfaction Guarantees only apply to initial purchaser, purchasing directly from SimpliSafe or through an authorized retailer, and are non-transferable. As a condition of this guarantee, SimpliSafe may require that the customer produce proof of purchase to confirm the purchase date.



## **Critical Product, Component and Software Updates & Replacements**

If, at the Company's sole and reasonable discretion, certain critical Product, component and/or Software updates or replacements are needed to maintain reliable performance of your system or any components thereof during your ownership of your System, and the Company makes corresponding hardware or software updates available (collectively, "Critical Updates & Replacements"), upon notice the Customer agrees to take reasonable steps and follow provided instructions to effectuate such Critical Updates & Replacements, and to cooperate as reasonably requested to help schedule, coordinate or arrange for such Critical Updates & Replacements to be installed, delivered or implemented. Such Critical Updates & Replacements can include updated labeling, replacements of batteries, replacement of wifi or cellular modules, and even replacements of discontinued products.

## **INSURANCE**

THE PRICE OF THE SYSTEM IS UNRELATED TO THE VALUE OF PROPERTY LOCATED ON OR NEAR THE PREMISES AT WHICH THE SYSTEM IS LOCATED. NO PORTION OF THE PURCHASE PRICE IS FOR INSURANCE OR SHALL BE DEEMED OR CONSIDERED INSURANCE PREMIUMS. YOU ACKNOWLEDGE AND AGREE THAT SIMPLISAFE IS NOT AN INSURER AND SHALL NOT PROVIDE INSURANCE COVERAGE AGAINST ANY LOSSES, AS DEFINED ABOVE. TO THE EXTENT YOU WISH TO HAVE ANY INSURANCE COVERAGE FOR LOSSES, AS DEFINED ABOVE, IT IS YOUR RESPONSIBILITY TO PROCURE AND MAINTAIN SEPARATE INSURANCE POLICIES FROM AN INSURANCE COMPANY OR COMPANIES, SOLELY AT YOUR COST AND EXPENSE, FOR COVERAGE AGAINST ALL LOSSES, AS DEFINED ABOVE, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR IN CONNECTION WITH, DUE TO, OR CAUSED IN WHOLE OR IN PART BY (I) THESE TERMS OF SALE, INCLUDING ANY BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR OBLIGATION ARISING

HEREUNDER (II) THE SYSTEM, (III) THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, (IV) THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, (V) BREACH OF CONTRACT, EXPRESS OR IMPLIED, WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT (VI) BREACH OF WARRANTY, EXPRESS OR IMPLIED, (VII) PRODUCT OR STRICT LIABILITY (VIII) LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL TO OR RECEIVE SIGNALS AT ANY MONITORING FACILITY, (X) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR (XI) A VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER THEORY OF LIABILITY OR ALLEGED FAULT ON THE PART OF ANY SIMPLISAFE PARTY, AS DEFINED ABOVE (COLLECTIVELY, THE "COVERED CLAIMS"). RECOVERY FOR ANY LOSS, AS DEFINED ABOVE, SHALL BE LIMITED TO THE INSURANCE YOU PURCHASE SEPARATELY FROM AN INSURANCE COMPANY, IF ANY.

### **LIMITATIONS OF LIABILITY AND RELEASE**

SimpliSafe does not accept liability for Systems purchased hereunder beyond the remedies set forth herein and in SimpliSafe's Limited Warranty. In particular, as described in SimpliSafe's Limited Warranty, SimpliSafe does not represent that the System may not be compromised or circumvented; that the System will prevent any personal injury or property loss; or that the System will in all cases provide adequate warning or protection. You understand that the System may be interrupted, circumvented, unavailable (for a limited or extended time period) or otherwise compromised, including as a result of equipment designed or used by a third party for the purpose of causing false alarms or gaining unauthorized access to or otherwise affecting or controlling the System (including any Camera). You understand that a properly installed and maintained alarm may only reduce the risk of a burglary, robbery or other events occurring without providing an alarm, but it is not an insurance or a

guarantee that such will not occur or that there will be no personal injury or property loss as a result.

BY AGREEING TO THESE TERMS, YOU ARE RELEASING EACH SIMPLISAFE PARTY, AS DEFINED ABOVE, ON YOUR BEHALF AND ON BEHALF OF ALL OTHERS WHO MAKE CLAIMS UNDER THE TERMS OF SALE FROM ALL LOSSES, AS DEFINED ABOVE, ARISING OUT OF OR IN CONNECTION WITH, DUE TO, OR CAUSED IN WHOLE OR IN PART BY ANY COVERED CLAIM, AS DEFINED ABOVE. UNDER NO CIRCUMSTANCES WILL ANY SIMPLISAFE PARTY, AS DEFINED ABOVE, BE RESPONSIBLE OR LIABLE TO YOU FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, DEATH OR DAMAGES TO PROPERTY. NOTWITHSTANDING THE FOREGOING, EVEN IF A SIMPLISAFE PARTY, AS DEFINED ABOVE, IS FOUND LIABLE FOR ANY LOSSES, AS DEFINED ABOVE, ARISING OUT OF OR IN CONNECTION WITH, DUE TO, OR CAUSED IN WHOLE OR IN PART BY ANY COVERED CLAIM, AS DEFINED ABOVE, ANY SUCH LIABILITY IN THE AGGREGATE OF ALL SIMPLISAFE PARTIES, AS DEFINED ABOVE, SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SYSTEM, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST ALL SIMPLISAFE PARTIES, AS DEFINED ABOVE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **Privacy**

Please refer to SimpliSafe's privacy policy at [www.simplisafe.com/privacy-policy](http://www.simplisafe.com/privacy-policy) for important information about our collection, use and sharing of your personal information.

## **Dispute Resolution and Arbitration**

PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS. Certain portions of this section are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and SimpliSafe agree that SimpliSafe intends that this section satisfies the "writing" requirement of the Federal Arbitration Act. In the event of any dispute or disagreement between the parties, or claim or question by a party, arising from or relating to these Terms of Sale or the breach hereof (collectively, a "Dispute"), the parties hereto shall use their best efforts to settle the Dispute. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of 60 days then, upon notice by either party to the other, such Dispute shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Consumer Arbitration Rules. Once the Dispute is submitted to the AAA for arbitration, each party must pay the appropriate filing fees. All expenses of the arbitrator and any AAA expenses shall be borne by SimpliSafe. The parties will remain individually responsible for their own attorney costs or other non-AAA required costs, including but not limited to the expenses of witnesses for either side, which shall be borne by the party producing such witnesses. If an in-person arbitration hearing is required, then it will be conducted at an American Arbitration Association office that is reasonably convenient for both parties. If the parties are unable to agree on a location, a determination on location shall be made by the Independent ADR Institution or the neutral arbitrator.

The arbitration will be heard and determined by a single neutral arbitrator selected by the AAA who is a retired judge or a lawyer with not less than 15 years of experience as a practicing member of the bar in the substantive practice area related to the Dispute, who will administer the proceedings in accordance with the AAA's Consumer Arbitration Rules. The arbitrator will apply applicable law and the provisions of these Terms of Sale and will determine any Dispute according to the applicable law and facts based upon the record and no other basis. The arbitrator's decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

You can obtain the AAA procedures, rules, and fee information as follows:

AAA: 800.778.7879 <http://www.adr.org/>

In arbitration, as with a court, the arbitrator must honor the terms of these Terms of Sale and can award the prevailing party damages and other relief (including attorneys' fees). However, WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. The parties agree that the arbitration shall be confidential. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR SIMPLISAFE WANT TO ASSERT A DISPUTE AGAINST THE OTHER, THEN YOU OR SIMPLISAFE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN THE SECTION ENTITLED "OTHER TERMS AND CONDITIONS") WITHIN 1 YEAR AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.

NOTWITHSTANDING THE FOREGOING, THIS ARBITRATION AGREEMENT DOES NOT APPLY TO ANY CLAIM SEEKING DAMAGES IN TORT FOR BODILY INJURY, INCLUDING EMOTIONAL OR PSYCHOLOGICAL INJURY, OR PROPERTY DAMAGE OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF USE OR DIMINUTION IN VALUE OF PROPERTY. IN ADDITION, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON ANY BASIS INVOLVING ANY DISPUTE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER PERSONS OR ENTITIES DOING BUSINESS WITH SIMPLISAFE, OR OTHER PERSONS OR ENTITIES SIMILARLY SITUATED. FURTHERMORE, ANY DISPUTE BROUGHT BY OR AGAINST SIMPLISAFE MAY NOT BE JOINED OR CONSOLIDATED IN THE ARBITRATION WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER SIMPLISAFE SUBSCRIBER, UNLESS OTHERWISE AGREED BY THE PARTIES. FURTHER, THE PARTIES ACKNOWLEDGE THAT THEY WAIVE ANY RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY DISPUTE SUBJECT TO ARBITRATION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO BY EMAILING [TOS@SIMPLISAFE.COM](mailto:TOS@SIMPLISAFE.COM) WITHIN 60 DAYS OF THESE TERMS OF SALE BECOMING BINDING UPON YOU FOR THE FIRST TIME. OPTING OUT OF THIS AGREEMENT TO ARBITRATE HAS NO EFFECT ON

ANY PREVIOUS, OTHER, OR FUTURE ARBITRATION AGREEMENT(S) THAT YOU MAY HAVE WITH SIMPLISAFE. IF THIS AGREEMENT TO ARBITRATE BECOMES BINDING, YOU CAN NOT CHANGE, MODIFY OR REVOKE IT (INCLUDING BY ATTEMPTING TO OPT OUT IN CONNECTION WITH ANY CONFIRMATION OF THE THESE TERMS OF SALE, AS AMENDED FROM TIME TO TIME) WITHOUT AN AGREEMENT IN WRITING SIGNED BY SIMPLISAFE. IN THE EVENT THAT YOU OPT OUT OF THIS AGREEMENT TO ARBITRATE IN ACCORDANCE WITH THIS SECTION: YOU AND SIMPLISAFE EACH HEREBY IRREVOCABLY AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING (“SUIT”) ARISING OUT OF OR IN CONNECTION WITH OR DUE TO ANY CLAIM OR DISPUTE THAT HAS ARISEN OR MAY ARISE BETWEEN YOU AND SIMPLISAFE MUST BE RESOLVED EXCLUSIVELY BY A STATE OR FEDERAL COURT LOCATED IN BOSTON, MASSACHUSETTS; YOU AND SIMPLISAFE EACH CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVE ANY OBJECTION THAT YOU OR SIMPLISAFE MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT; YOU AND SIMPLISAFE EACH CONSENT TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT; AND YOU AND SIMPLISAFE EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUCH SUIT.

### **State Licensure**

State specific company licensing information and requirements can be found online at [simplisafe.com/terms-sale](https://simplisafe.com/terms-sale)

### **Other Terms and Conditions**

**Returns of Systems purchased at retail, or through other third-party resellers, are subject to the respective retailers' or resellers' policies and terms. Unless otherwise agreed by the retailer or reseller, return policies or**

**terms for purchases made direct from SimpliSafe will not apply. Check with your retailer or reseller to confirm its applicable return policies and terms.**

All claims, actions or proceedings against SimpliSafe must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred. The time period in this paragraph must be complied with strictly.

## **UK Customer Terms and Conditions**

### **Direct Sales & Authorised Third Party Sales**

**Last updated: January 2022**

Thank you for purchasing the SimpliSafe product (the "**Product**") with which these Terms and Conditions are provided. Please review these Terms and Conditions carefully as they set out your rights and obligations with respect to the Product, including important warranty information, limitations and exclusions.

#### **1. Information about SimpliSafe and how to contact us**

We are SimpliSafe Ltd ("**SimpliSafe**") a company registered in England and Wales under registration number 10795126 and with our registered office at Bauhaus, 27 Quay Street, Manchester, M3 3GY. Our registered VAT number is 287 6084 60.

You can contact us by telephoning our customer service team at 0800 920 2420 or by writing to us at Bauhaus, 27 Quay Street, Manchester, M3 3GY or by email to [customer-support@simplisafe.co.uk](mailto:customer-support@simplisafe.co.uk). If we have to contact you we will do so by telephone or by writing to you at the email address or postal



address you provided to us in your order.

## 2. How these terms apply

We have provided you with these Terms and Conditions because you have either: A) Purchased your SimpliSafe products directly from our SimpliSafe website, or B) Purchased your SimpliSafe Product from a third party authorised by us to stock and sell our Products (an “Auth 3P”), rather than from SimpliSafe directly. If you purchased products from SimpliSafe, your purchase is governed by the Terms and Conditions at: [www.simplisafe.co.uk/terms-sale](http://www.simplisafe.co.uk/terms-sale). These online Terms of Sale will govern in the event of any contradiction with these here printed terms and conditions.

These terms further set out the extent of your relationship with **us** – they do not affect your relationship with any Auth 3P you may have obtained your SimpliSafe products from. Any interactions you had with Auth 3Ps will continue to be governed by the terms which you entered into with that Auth 3P when you purchased the Product (the “Auth 3P Terms”).

These terms are only valid where you have purchased the Product for use in the UK and you use the Product exclusively in the UK. If you use the Product outside the UK, your rights under these terms will not apply to such use. To the extent permissible under local law, any unauthorized resale of these Products, hereby subjects the reseller to assume SimpliSafe’s obligations set forth in these Terms and Conditions. These terms are personal to you, as the purchaser of the Product. If you sell, gift or otherwise transfer the Product to any other person, that person will have no rights under these terms.

## 3. Use of Products

You must not use any Product for any illegal or unlawful purpose.

#### **4. Our Products**

The images of the Products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Product you have purchased. Your Product may vary slightly from those images. The packaging of the Product may vary from that shown on our website.

Our products are described on our website at [www.simplisafe.co.uk/wireless-home-security-feature-overview](http://www.simplisafe.co.uk/wireless-home-security-feature-overview). This sets out important features relating to your Product. Please note that the Product only performs in the manner set out on our website and there is no guarantee that the Product may not be compromised or circumvented. The Product is designed to provide a specified response in given situations. Where your Product is or forms part of one of our security systems, there is no guarantee that the Product will prevent unauthorized intrusion onto the premises, or that the Product will in all cases provide adequate warning or protection. Where your Product is or forms any part of our smoke detection systems, there is no guarantee that the Product will prevent any personal injury or property loss or any other emergency condition, including fire, smoke, CO, medical emergencies or water damage, or that the Product will in all cases provide adequate warning or protection. The Product may be interrupted, circumvented, unavailable (for a limited or extended time) or otherwise compromised, including as a result of equipment designed or used by a third party for the purpose of causing false alarms or gaining unauthorized access to or otherwise affecting or controlling the Product.

## 5. Limited Warranty and Goodwill Guarantee

SimpliSafe warrants to you that the Product will be free from defects in materials and workmanship ("**Covered Product**") under normal use and service for 3 years from the date that you purchase the Product ("**Limited Warranty**"). SimpliSafe's obligation and liability under the Limited Warranty is limited to accepting return of the defective part of the Covered Product and providing one or both of remedies (a) and (b) below, to be determined at SimpliSafe's sole option:

### a. Providing an equivalent replacement Product or parts during the warranty period

Replacement Products or parts may be new or reconditioned, at the sole option of SimpliSafe. SimpliSafe warrants any replacement Product or part for 3 years from the time of replacement. Ownership of any returned Product or part transfers to SimpliSafe on receipt.

### b. Offering a refund of the original purchase price of the Covered Product

Our ability to offer you this remedy is subject to you providing SimpliSafe with proof of the original purchase price (SimpliSafe will not necessarily know this, as you have purchased the Product from an Auth 3P). If the defective Covered Product (or any defective part thereof) did not have a separate purchase price (e.g. because it was sold to you as part of a system or package which included the Covered Product, or because it forms part of a Covered Product), SimpliSafe will calculate the value of the refund based on the overall purchase price of the Covered Product or the proportion of the overall price of the system or package attributable to that Covered Product, where it forms part of the system or package. SimpliSafe's calculation of this amount will be final. As well as offering you a refund, SimpliSafe may, at its sole option, offer you the alternative option

of store credit in an amount equal to or greater than the value of that refund, which may be applied towards such other SimpliSafe products or services and will be valid for such period as SimpliSafe may specify.

For service under the Limited Warranty, please contact SimpliSafe Customer Support at 0800 920 2420 or visit <https://simplisafe.co.uk/support> and click on "**Contact Us**". If SimpliSafe is unable to address the issue that you are facing, SimpliSafe will send you a postage prepaid return slip for your defective Covered Product. You must return such Covered Product to SimpliSafe using this slip.

This Limited Warranty does not apply where damage is caused to a Covered Product by failure to follow installation or operating instructions, misuse, alteration, abuse, accident or tampering, damage or non-performance resulting from use of any item or repair services not provided by SimpliSafe or to business users. The Limited Warranty does not apply if damage was caused by Act of God, natural disaster, labor dispute, war, terrorism, civil strife, or other cause beyond SimpliSafe's control. Battery replacement and adhesive tapes are excluded from the Limited Warranty. Covered Products that are tested and found to be in good working condition are not covered by this Limited Warranty.

In addition to the Limited Warranty you may return the Product to us at any time within 60 days of your order and receive a full refund ("**Goodwill Guarantee**"). SimpliSafe will send you a postage prepaid return slip, and you must return you the Products to SimpliSafe using such slip. This Goodwill Guarantee only applies in circumstances where you do not have a right to a refund from the Auth 3P under either: (a) the Auth 3P Terms; or (b) under UK

consumer law. This might be because any such right which you may have had has already expired.

For consumers, the Limited Warranty and Goodwill Guarantee do not affect your legal rights under the Consumer Rights Act 2015 or your general rights relating to faulty or misdescribed Products.

## **6. Responsibility for loss or damage suffered by you**

If either you or we are in breach of our agreement, you or we shall be liable to the other for foreseeable loss and damage caused by the breach and not for any losses that are not a foreseeable consequence of the breach or for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. We are not liable to you for loss that was not foreseeable, was not caused by us or business loss.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under Consumer Protection Act 1987.

If you use the Product for any business, commercial purpose or re-sell the Product we will have no liability to you for any loss howsoever arising (whether in contract, tort (including negligence), breach of statutory duty or otherwise) that relates to a business, such as any loss of profit, loss of business, business interruption, or loss of business opportunity, in each case whether that loss is direct, indirect or consequential, and (ii) our total liability to you (whether in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed the total cost of the Product purchased by you.

## **7. Monitoring Services**

Monitoring services will not be provided in connection with your purchase of the Product unless you activate such services online through [www.simplisafe.co.uk](http://www.simplisafe.co.uk) or by calling SimpliSafe Customer Support (and as and when this feature becomes available in your location, through the SimpliSafe mobile app). Monitoring services will be provided in accordance with SimpliSafe's Terms of Service which can be found at [www.simplisafe.co.uk/terms-of-service](http://www.simplisafe.co.uk/terms-of-service) and no other terms will apply to such services.

## **8. Services Provided Without Monitoring Subscription**

If you activate service offerings made available in connection with the Product that do not require a monitoring subscription (such as motion-detected alerts, cloud-based video recording and storage and/or video streaming services which may be made available, from time to time, in connection with a SimpliSafe security camera without a monitoring subscription) such services shall be provided in accordance with the Terms of Service applicable to such services which can be found at <https://simplisafe.co.uk/terms-of-service>. Such services will not be provided unless or until you activate them online

through the SimpliSafe mobile app or by calling SimpliSafe Customer Support

## **9. Insurance**

The price of the Product is unrelated to the value of property located on or near the premises at which the Product is located. No portion of the purchase price is for insurance or is an insurance premium.

## **10. If there is a problem with a Product**

If you have questions or complaints about a Product, please contact us as explained in para. 1, above.

## **11. Software**

Software embedded within the Product is licensed to you on a non-exclusive and limited basis and is not sold. You may use such software only in connection with the Product in which it is embedded, and may not modify, distribute, copy or reverse engineer such software. All rights with respect to such software not licensed to you under this contract are fully reserved by SimpliSafe and/or its licensors. You may transfer your rights to the Software only.

## **12. Camera and other recording devices**

If the Product includes any camera or any other video-related and/or audio-related equipment ("**Camera**") (i) the Camera is intended to assist you and any monitoring facility used to provide you with a service in the verification of alarm events at your premises, not to reduce or eliminate any risk of loss, (ii) the Camera is not intended to detect or prevent unauthorized intrusion onto the premises or any other emergency condition, including fire, smoke, carbon monoxide, medical emergencies or water damage, (iii) you must use the Camera solely in connection with lawful recording practices on or near

your Premises that at all times comply with the Privacy Policy and Terms of Service which can be found at <https://simplisafe.co.uk/terms-of-service/>, and no other purpose, (iv) you must not use the Camera, or permit the use of the Camera, for any illegal or unlawful purpose, (v) you must not use or permit the use of a Camera installed with a view where any person may have a reasonable expectation of privacy, including restrooms, dressing or changing areas, locker rooms or similar areas, (vi) you must instruct all persons who may use the Camera of any limitations with respect to the Camera, (vii) must shall notify any person whose oral communication may be intercepted, recorded or transmitted by the Camera of any such interception, recording or transmission, and (viii) when and to the extent restricted or otherwise prohibited by applicable laws, YOU MUST NOT INTERCEPT, RECORD OR TRANSMIT ANY ORAL COMMUNICATION OF ANY PERSON WITHOUT HAVING SUCH PERSON'S PERMISSION TO DO SO. Please refer to the SimpliSafe Privacy Policy at [www.simplisafe.co.uk/privacy/](http://www.simplisafe.co.uk/privacy/) for important information regarding the recording of audio and video.

### **13. Responsibility for the operation of the Product**

You are responsible for the operation of the Product and must comply with all applicable laws relating to its use. These may include laws relating to data protection and privacy (including as set out in the Terms of Service), CCTV and surveillance and the operation of security alarms. In the UK they may include the General Data Protection Regulation, the Data Protection Act 2018, the Clean Neighbourhoods and Environment Act 2005, the Protection of Freedoms Act 2012, and the Regulation of Investigatory Powers Acts 2000 and 2016.

### **14. Life Safety Notice**

If you purchased or otherwise obtain SimpliSafe smoke detectors or CO



detectors, there may be requirements or standards for the use of such detectors. You should contact your local authority having jurisdiction or consult a qualified professional to assist in the installation, maintenance and location of such detectors. You have sole responsibility for complying with any and all codes, laws and standards that may apply to the installation, placement, and maintenance of the Product.

## **15. Privacy**

Please refer to SimpliSafe's privacy policy ([www.simplisafe.co.uk/privacy](http://www.simplisafe.co.uk/privacy)) for important information about our collection, use and sharing of your personal information. We will only use your personal information as set out in our <https://simplisafe.co.uk/privacy>.

## **16. Other Terms**

Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by the laws of England and Wales and you can bring legal proceedings in respect of the products in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the courts of England and Wales. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the courts of England and Wales.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately.

Nobody else has any rights under this contract (except someone you pass your Limited Warranty on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

Notices. Unless otherwise expressly provided herein, (i) all notices required to be given to SimpliSafe shall be deemed to have been duly given if in writing and mailed by regular mail, postage prepaid, or overnight delivery, by a reputable, national overnight delivery service to SimpliSafe's then current principal place of business and (ii) all notices required to be given to Subscriber shall be deemed to have been duly given if in writing and sent to the e-mail address Subscriber provided to SimpliSafe.

Assignment. We may transfer our rights and obligations under these Terms and Conditions to another organisation. We will contact you to let you know if we plan to do this. If you are a consumer and you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for Products not provided. You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree to this in writing or in conjunction with the transfer of the Product in accordance with this agreement.

Satisfaction Guarantee. Unless specified otherwise, any satisfaction guarantee or money back guarantee offers are made on an item by item basis (whether the items is purchased alone or as part of a larger order and

the start date for any such guarantee is the date of delivery of that specific item for items ordered directly from SimpliSafe, or the purchase date for any items purchased from an authorized retailer. To the extent permissibly by law, Satisfaction Guarantees only apply to initial purchaser, purchasing directly from SimpliSafe or through an authorized retailer, and are non-transferable. As a condition of this guarantee, SimpliSafe may require that the customer produce proof of purchase to confirm the purchase date.

Critical Product, Component and Software Updates & Replacements. If, at the Company's sole and reasonable discretion, certain critical Product, component and/or Software updates or replacements are needed to maintain reliable performance of your system or any components thereof during your ownership of your System, and the Company makes corresponding hardware or software updates available (collectively, "Critical Updates & Replacements), upon notice the Customer agrees to take reasonable steps and follow provided instructions to effectuate such Critical Updates & Replacements, and to cooperate as reasonably requested to help schedule, coordinate or arrange for such Critical Updates & Replacements to be installed, delivered or implemented. Such Critical Updates & Replacements can include updated labeling, replacements of batteries, replacement of wifi or cellular modules, and even replacements of discontinued products.

# FCC Statement

Regarding SimpliSafe base stations, cameras, sensors, door locks, doorbells, smoke detectors, CO detectors, sirens, keyfobs, panic buttons, power supplies, solar panels, doorbell adapters, chime adapters, and battery packs.

These devices comply with part 15 of the FCC Rules. Operation is subject to the following two conditions:

- (1) These devices may not cause harmful interference, and
- (2) These devices must accept any interference received, including interference that may cause undesired operation.

NOTE: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or

more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help

Do not modify this device. Modifications may cause the device to violate FCC regulations.

For assistance, please visit [simplisafe.com/contact-us](https://www.simplisafe.com/contact-us)

For a full list of compliant models visit [simplisafe.com/fcc-statement](https://www.simplisafe.com/fcc-statement)

**TEXT TO BE ADDED:**

**FCC Radiation Exposure Statement**

This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment.

This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.

