

## AMERICAN MODERN® DEVICE PROGRAM PARTICIPATION AGREEMENT

This Device Program Participation Agreement (“Agreement”) contains the terms and conditions regarding your participation in a technology program (the “Program”) being offered by **American Modern Insurance Group, Inc.** (“American Modern”). As a condition to receiving the Discount on the Technology (each defined below) you acknowledge and agree that that you have carefully read, understood, and agree to be bound by all of the terms and conditions of this Agreement by checking the accept box below.

1. *Eligibility.* Participation in the Program is subject to eligibility verification by American Modern. By signing this Agreement, I acknowledge that I am a policyholder of an American Modern® Homeowners, Manufactured Home, or Condominium insurance policy in Ohio. I am a resident of Ohio and over 18 years old. I agree that American Modern reserves the right to determine whether or not I qualify, and if so, whether I may remain, as a participant in the Program.

2. *Discount, Equipment & Monitoring Technology.* American Modern has worked with certain technology providers (each a “Technology Provider”) to provide you with a discount identified at [connectedhome.amrefinery.com](http://connectedhome.amrefinery.com) (“Discount”) on certain monitoring or control technology, equipment, or services (“Technology”) designed for use at the residence insured under your American Modern insurance policy (“Residence”). The Technology includes one or more smart devices with sensors and includes basic remote monitoring services using a smartphone application program interface created by the Technology Provider (the “App”). The App will be available free of charge in the Apple or Google App store or through other forms of download to your mobile device. You may have the option to purchase additional Technology from a Technology Provider, such as equipment, upgrades, and/or remote monitoring directly through the Technology Provider or another third party, which is not required for your participation in the Program.

3. *Installation.* You will be solely responsible for installing and maintaining the Technology at the Residence. Installation may vary depending upon the Technology. The Technology Provider will instruct you on the proper installation and maintenance of the Technology. You represent that you either own or lease the Residence where the Technology is to be installed and you have received all required consents to such access, installation, and use of the Technology at the Residence from all other owners or interested parties of the Residence.

4. *Obligations.* You are under no obligation to purchase any Technology or services, however if you choose to use the Discount from this Program to purchase the Technology, you will purchase the Technology directly from the Technology Provider and the Technology Provider will provide it to you under separate terms and conditions between you and the Technology Provider. You agree to properly install and maintain the Technology at the Residence at your sole expense. The Technology requires an internet connection to operate, and providing such internet connectivity is at your sole expense and responsibility. You agree to maintain a reasonably consistent Wi-Fi / internet connection so that the Technology may function as intended. Certain devices used as part of the Technology may also require batteries, which you agree to provide at your expense. Use of remote monitoring services, including notifications, additionally requires the use of a compatible smartphone with the App. You are responsible for obtaining any compatible smartphone. You agree not to remove, destroy, reverse engineer, tamper with or modify the Technology. In the event the Technology senses certain conditions at the Residence during the Program, the Technology Provider may attempt to alert you. However, there is no guarantee that you will receive or will timely receive any such alert, even if certain conditions are sensed by the Technology,

or that any such alert or the Technology will prevent or mitigate any type of damage, loss or occurrence. Taking any action, including any preventative action for preventing or mitigating any such type of damage, loss or occurrence is solely your responsibility. American Modern makes no warranties of any kind with respect to the Technology and all warranties, if any, will be solely from the Technology Provider.

5. *App Access.* During the term of the Program you will be provided with free access to the Technology Provider's App allowing you and/or a third-party using the App to remotely monitor data collected or received by the Technology ("Data") installed at your Residence. The App may be provided by the Technology Provider or another third party. Prior to accessing the App, you must download the App and acknowledge the standard terms of use and privacy notice for the App and you agree to be bound by such terms. American Modern may view or use the Data collected or received by the Technology. Such Data includes without limitation: (1) your name, (2) your address, and (3) your Technology purchase. By participating in the Program: you: (i) agree to American Modern having access to the Data collected by the Technology Provider or through the App by the Technology during the term of the Program, (ii) give permission to the Technology Provider to provide American Modern with direct access to your Data during the term of the Program, and (iii) acknowledge that due to your participation in the Program, you understand and agree that, during the term of the Program, American Modern may collect from you, and will have access to, information and Data about you that it otherwise would not have and/or that it does not necessarily collect from other customers.

6. *Participation and Termination.* Your participation in the Program is voluntary, and you may cancel your participation at any time. However, you may be restricted from re-enrolling in the Program or any other program of American Modern or any of its affiliates at a later date, in American Modern's sole discretion. This Agreement and your participation may also be terminated by American Modern for at any time and for any reason or no reason, including but not limited to, your failure to comply with the terms of this Agreement, or upon termination of the Program for any reason, with or without notice to you.

## 7. LIABILITY, DISCLAIMERS, AND LIMITATIONS.

You agree and acknowledge that none of American Modern, any of its affiliates or its or their employees, agents, contractors, or representatives (i) make any warranties, representations, or guarantees to you regarding the Program, the Technology or the App, including without limitation, the success of the Program, prevention or mitigation of any damages, losses or occurrences, or any savings, quality, safety, performance, or any other aspects of the Program, Technology, the App or the Technology Provider; (ii) guarantee that the Technology, the App or Technology Provider will be satisfactory to you, will function properly, or that the operation of the Technology or the App will be uninterrupted or error free, or (iii) are liable to you in any way for any losses, claims or damages arising from this Program, including without limitation, the Technology, the App or Technology Provider malfunctions or installations or Internet availability. AMERICAN MODERN EXPRESSLY DISCLAIMS ALL SUCH LIABILITIES, REPRESENTATIONS, WARRANTIES, AND GUARANTEES.

- a. AMERICAN MODERN EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE TECHNOLOGY AND THE APP.
- b. AMERICAN MODERN SHALL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON ARISING OUT OF OR IN ANY WAY RELATED TO YOUR PARTICIPATION IN THE PROGRAM, INCLUDING THE INSTALLATION, OR YOUR USE OF, THE

TECHNOLOGY AND THE APP, OR ANY LOSS OF YOUR PERSONAL INFORMATION RESULTING FROM A COMPROMISE OF THE TECHNOLOGY OR THE APP BY A HACKER OR ANY OTHER UNAUTHORIZED THIRD PARTY. TO THE FULLEST EXTENT PERMITTED BY LAW AMERICAN MODERN SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE; LOSS OF USE; LOSS OF OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS OR SERVICES; COST OF CAPITAL; GOVERNMENTAL AND REGULATORY SANCTIONS; AND CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES.

IF SUCH DISCLAIMER IS NOT PERMITTED BY LAW, AMERICAN MODERN'S SOLE LIABILITY UNDER THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE LIMITED TO MONETARY VALUE OF THE DISCOUNT OR TERMINATION. IF SUCH A LIMITATION OR REMEDY IS NOT PERMITTED BY LAW, AMERICAN MODERN'S SOLE LIABILITY UNDER THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE TECHNOLOGY AT AMERICAN MODERN'S SOLE OPTION AND ELECTION OR TERMINATION.

8. *Miscellaneous.* This is a legally binding Agreement that supersedes any proposal, prior agreement or understanding, oral or written, and any other communication between you and American Modern relating to the Program. No act, document, usage or custom will be deemed to modify or amend this Agreement in any way. Ohio law exclusively governs this Agreement and the transactions it contemplates, without reference to rules regarding conflicts of law and you further consent to exclusive jurisdiction of state and federal courts sitting in the state of Ohio.

☐ By checking the box below, which is my electronic signature, I state that I have fully read, understood, and agree to the above terms and conditions of this American Modern Device Program Participation Agreement.

Effective October [●], 2020