# Allstate Terms of Service

These Terms ("Terms") are between Allstate Insurance Company and its subsidiaries and affiliates ("Allstate") and its Homeowners Policyholder, ("You") and governs Your use of a Promotional Code provided by Allstate to receive either an Arlo Total Protection Package for Allstate or Arlo Total Monitoring Package for Allstate (collectively referred to herein as the "Allstate Bundle"), as offered by Allstate to You, free of charge, in exchange for Your consent to Allstate's collection, use, disclosure and retention of Your data. By redeeming the Promotional Code, You agree to the terms set forth below.

THESE TERMS SET FORTH THE TERMS OF SERVICE AND CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY AND SHOULD BE READ CAREFULLY. THESE TERMS ARE NOT AN INSURANCE CONTRACT AND DO NOT MODIFY OR CHANGE ANY TERM, CONDITION, OR COVERAGE WITHIN YOUR INSURANCE POLICY.

**Promotional Code Redemption**

- Redemption of the Promotional Code entitles You to receive the Allstate Bundle.
- All hardware included within Your Allstate Bundle is collectively herein as the "Arlo System".
- As part of Your Allstate Bundle, You will receive a free subscription for one (1) year of Professional Monitoring ("Promotional Period").
- At the conclusion of the Promotional Period, You may continue to use Your Arlo System, but to continue to receive Professional Monitoring, You must become a direct customer of Arlo and pay the then-current rates, fees, and taxes.
- Promotional Codes are non-transferable, non-refundable, one-time use only and may not be exchanged for cash.
- You are under no obligation to continue to maintain Your Professional Monitoring subscription. At the end of the Promotional Period, Your Professional Monitoring subscription will not automatically renew.

**Protection Device Discount**

As part of Your use of the Promotional Code and subsequent setup of the Allstate Bundle, You may be eligible for a Protection Device Discount on Your Allstate Homeowners policy premium.
The Protection Device Discount is not available in all states. If You reside in a state where it is available, You must provide a security certificate, provided by Arlo to You following Your setup of the Allstate Bundle, to Allstate by uploading it to Your Allstate My Account in order to have the Protection Device Discount applied to Your Homeowners policy premium. At the end of the Promotional Period, if You do not continue the Professional Monitoring subscription with Arlo, You may no longer be eligible to receive the Protection Device Discount on Your Allstate Homeowners policy premium.

**Cancellation/Termination**

You may cancel Your free subscription to the Monitoring Service at any time by providing notice to Arlo, at no cost to You.

**Use of Your Data**
By redeeming the Promotional Code, You agree to allow Allstate access to data from Your use of the Arlo System and Monitoring Service, including data about your Arlo device and data about triggering events. Allstate may collect, use, disclose, and retain this data and information collected from Arlo in accordance with applicable laws or regulatory requirements for as long as necessary to fulfill the purposes for which it was collected, or as otherwise required by law. Allstate may access and transfer the data to a secure environment. Allstate may analyze the data to gather product feedback, better understand Arlo and Allstate consumers, and for internal product research and development. Allstate may also use the data for other insurance related purposes. Arlo does not share Your private audio or video recordings with Allstate.

Arlo will continue to share Your data with Allstate for as long as You maintain a subscription to the Monitoring Service. If You are no longer an Allstate customer or want to opt out of sharing Your data with Allstate, You must contact Arlo. Your Monitoring Service may be suspended if You stop data sharing with Allstate during the Promotional Period.

Any use of data by Allstate will be in accordance with Allstate's Online Privacy Statement. Our privacy policy can be viewed at https://www.allstate.com/privacy-center/aic-privacy-statement.

**Updates to these Terms**
Allstate reserves the right to amend, modify, waive, supplement or terminate these Terms at any time and for any reason. Such revisions will be effective immediately, and Your continued use of the Arlo System and Monitoring Service during the Promotional Period after any revisions constitutes Your acceptance of the revised terms. If You do not agree to these Terms as modified, You must stop using the Arlo System and cancel Your free subscription to the Monitoring Service.

**Assignment**
You may not assign these Terms, or Your rights or responsibilities hereunder, to any other person of entity, unless such assignment is approved in writing by Allstate.

**Disclosure to Third Parties**
Allstate may be required by law to disclose data to third parties, and all data may be deemed discoverable by third parties and used in accident investigations, litigation or both. You or Allstate may be legally required to provide the data to third parties and their legal counsel. You should not expect to retain any privacy or confidentiality related to the use of the data captured through the Program.

**Transferability of Assets**
In the event that all or a portion of Allstate or its assets are acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information that we have collected from You, including personal information and user data in connection with such merger, acquisition, sale, or other change of control. You will be notified of any change in ownership or uses of Your personal information, as well as any choices You may have regarding Your personal information.

**Severability**
If any provision of these Terms are held invalid, void or unenforceable, then that provision is considered severable from the remaining provisions, and the remaining provisions shall remain in full force and effect. Allstate's failure to enforce any right or provision in these Terms will not constitute a waiver of such provision, or any other provision in these Terms.

**No Warranty or Representation**
Allstate makes no representations or warranties regarding the performance of the Arlo System or Monitoring Service. You agree that Allstate is not responsible for the performance of the Arlo System or Monitoring Service.

Allstate does not represent or warrant that the Arlo System and Monitoring Service may not be compromised or circumvented or that the Arlo System and Monitoring Service will prevent any personal injury, loss of life, or property loss or damage or that the Arlo System and Monitoring Service will in all cases provide the notification or monitoring which is intended regardless of the reason, including but not limited to a failure in the monitoring or failure to contact You, and You have not relied upon any such representation or warranty. You acknowledge that any other affirmation of fact or promise made by Allstate, even if in writing shall not be deemed to create an express warranty.

ALLSTATE EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALLSTATE AND ITS DIRECT AND INDIRECT SUPPLIERS MAKE NO REPRESENTATION THAT THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SYSTEM WILL ALWAYS FUNCTION AS INTENDED.

**Limitation of Liability**
Allstate does not assume responsibility for any personal injury, loss of life, or property loss or damage which may occur even if due to Allstate's negligent performance or which may arise due to the faulty operation of the Arlo System or Monitoring Service.

Allstate and You hereby agree that if, notwithstanding the above provisions, there should arise any liability whatsoever on the part of Allstate, its directors, officers, employees, agents, or assigns, it is agreed that the total liability shall not exceed the aggregate sum of two hundred fifty dollars ($250). This sum shall be complete and exclusive and shall be paid and received as an exclusive remedy and not as a penalty.

**Repair and Replacement of the Arlo System**
If the Arlo System fails or malfunctions due to defects in material or workmanship under normal use, Arlo may be responsible to repair or replace the Arlo System in accordance with their Terms of Service. Arlo's warranty in its Terms of Service represents Your sole and exclusive remedy with respect to repair or replacement of the Arlo System and is contingent on You providing all necessary information to assist Arlo in attempting to resolve the alleged issue.

**Arlo Emergency Response**
During the Promotional Period, Arlo Emergency Response ("ER") is included with Your Allstate Bundle. Emergency first responders may be directly dispatched by Arlo in the event of an emergency. Please see Arlo's Terms of Service for details on how to install, configure, and properly maintain the ER functionality.

UNDER NO CIRCUMSTANCES WILL ALLSTATE DISPATCH EMERGENCY SERVICES TO YOUR LOCATION. PLEASE DO NOT CONTACT ALLSTATE WITH ANY LIFE OR SAFETY EMERGENCY, MEDICAL EMERGENCY, OR ANY OTHER EMERGENCY. IF YOU HAVE ANY SUCH EMERGENCY, YOU SHOULD IMMEDIATELY CONTACT THE POLICE, FIRE DEPARTMENT, 911 OR OTHER APPROPRIATE EMERGENCY RESPONSE SERVICES.

Government or municipal authorities may assess fines, penalties or other fees for false alarms, excessive alarms, or failing to comply with regulations or standards intended to reduce false alarms. You are responsible for any such fees that are assessed against You. You will indemnify and hold harmless Allstate for any such fees and, to the fullest extent permitted by applicable law.

Allstate does not monitor or control Arlo ER. Allstate does not warrant or guarantee that Arlo ER will detect and report all emergency situations, that false reports will not be made, or that emergency assistance will be provided in the event of an emergency situation. Allstate is not responsible for the performance of Arlo ER. Allstate disclaims any and all liability or responsibility in the event of a failure by Arlo ER. Allstate does not have any control over whether, or the manner in which, calls using Arlo ER are answered or addressed by emergency response centers. Allstate disclaims all responsibility for the conduct of any local, regional, or national emergency calling centers and emergency response centers. Allstate disclaims any and all liability or responsibility in the event third party data used to route communications is incorrect, not sent, or yields an erroneous result.

**Content**
The Arlo System and Monitoring Service may collect various information, data, text, photographs, and audio or video recordings ("Content"). Please see Arlo's Terms of Service for Your obligations around Your conduct as it pertains to Your Content.

Allstate has no control over and cannot directly access or monitor Content the Arlo System or Monitoring Service collect. Allstate does not guarantee the accuracy, integrity or quality of such Content and is not liable for any Content, including, but not limited to the following circumstances: any errors or omissions in any Content, any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Arlo System or Monitoring Service including viewing, copying, or redistribution of the Content, loss or destruction of Content or failure to comply with any and all applicable federal, state, and local laws with respect to Content or use of the Arlo System or Monitoring Service, including but not limited to laws or regulations related to consent, closed-circuit television monitoring, recording communications – either audio or video, and facial recognition data or other custom detections derived from video recordings or uploaded photographs inclusive of any installation, notice, or consent requirements.

**Third-Party Content**
Arlo may give You the ability to access, use or integrate directly with third-party websites, apps, products, content, or other media controlled by third parties ("Third-Party Content"). Allstate does operate, control or endorse any Third-Party Content. Further, Allstate does not guarantee the safety, accuracy, legality, and effectiveness of the Third-Party Content, and will have no responsibility for any Third-Party Content including material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. Allstate has no control over the distribution of Third-Party Content.

Allstate will have no liability to You or anyone else who uses Your Arlo System or Monitoring Service with regard to any Third-Party Content. You agree to assume all risks in connection with Your interaction or use of any Third-Party Content.

ALLSTATE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE ARLO SYSTEM OR MONITORING SERVICE OR ANY LINKED WEBSITE OR SERVICE.

**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 Allstate relating to the Arlo System or Monitoring Service. No act, document, usage or customer will be deemed to modify or amend these Terms in any way. Illinois law will govern these Terms and the transactions it contemplates, without reference to rules regarding conflicts of law.