

# Arlo Terms of Service

Last Updated: November 25, 2019

**You control who sees your cameras and content.** Arlo is designed to provide a way for you to view the content captured with your Arlo cameras, including your videos and photos taken with your Arlo cameras. You control access to your cameras and stored content. The Arlo video monitoring systems come with various services plans, which may offer: remote viewing of your Arlo cameras' content; automatic recording when motion is detected; motion alerts (with links to the associated videos); video clips that are sent to your iPhone, iPad, Android phone, or tablet; digital pan and zoom; video storage; and the ability to support multiple cameras. Through settings in your Arlo account you can choose to keep your cameras, photos and videos private or allow broader access to them. Premium service plans may be offered that upgrade the aforementioned features or add additional features to your Arlo system.

**Age:** You must be at least 18 years of age to sign up for Arlo, and by signing up for Arlo you confirm that you are at least 18 years old. ARLO's Arlo System does not knowingly collect or solicit personal information from anyone under the age of 18, and ARLO does not knowingly allow such persons to register for Arlo. If you are under 18, do not attempt to register for the Arlo or send any information about yourself to us without parental consent. No one under age 18 may provide any personal information to ARLO without parental consent. If we learn that we have collected personal information from somebody under age 18 without verification of parental consent, we will delete such information. If you believe that we have any information from or about a child under 18, please contact us at [legal@arlo.com](mailto:legal@arlo.com).

To read the complete Arlo Terms of Service please see below.

## Introduction

Welcome to Arlo. Arlo is operated by Arlo Technologies, Inc. and its subsidiaries and affiliates ("ARLO"). By using:

- (a) the Arlo cameras, base station devices and the personal video network (referred to herein as the "Arlo System"); and
- (b) the Arlo websites and any associated subscriptions, content services, accounts, streaming video sites, and all other web services associated with the Arlo product that ARLO currently offers and may offer in the future (referred to herein as the "Arlo Websites")

((a) and (b) above being collectively referred to herein as the "Arlo Services")

you agree to all the terms and conditions in these Terms of Service ("Terms"). These Terms explain the conditions that apply to your use of the Arlo Services and constitute a legally binding agreement between you and ARLO ("Agreement").

## **1. Terms of service**

Your registration of the Arlo System through the Arlo Websites as well as use of the Arlo Services is subject to the provisions of these Terms.

We reserve the right to amend these Terms at any time, even in existing contractual relationships. We will inform you about any changes by email at least 30 days before the changes come into effect. If you do not agree with the changes, you may terminate the contractual relationship with immediate effect. If you do not terminate the contractual relationship within 15 days from receipt of the notification, the changes become effective upon 30 days from the notification.

We may, on giving written notice to you, transfer our contract with you and any rights and obligations arising therefrom at any time to Verisure Ireland DAC, c/o Building 3 University Technology Centre, Curraheen Road, Cork, Ireland, as part of a proposed transaction whereby all rights and obligations of our customers are transferred to the Verisure group of companies. In the course of this transfer, any data required for the execution of the contract will also be transferred to Verisure Ireland DAC.

Any software component embodied in the Arlo System is licensed to you, and not sold.

Arlo Services cannot be used in Cuba, Iran, North Korea, Sudan, or Syria, and the Arlo system should not be sold in these countries."

THE ARLO SYSTEM, WEBSITES AND SERVICES ARE FOR PERSONAL, NONCOMMERCIAL USE ONLY.

## **2. Registration information**

Registration of your Arlo System is required. To register, you must provide the following "User Information": (i) your name (ii) your system identification number (provided with each Arlo base station) and (iii) an e-mail address. You agree that you are 18 years old or older and agree to provide and maintain accurate and complete User Information. ARLO may terminate your account if you provide ARLO with inaccurate or incomplete information. You also certify that you are legally permitted

to use and access the Arlo Services. These Terms are void where prohibited by law, and the right to access the Arlo Services is revoked in such jurisdictions.

ARLO respects the privacy of your User Information and will safeguard the User Information in accordance with the ARLO Privacy Policy located at <https://www.arlo.com/en-us/about/privacy-policy/>. We encourage you to review the Privacy Policy frequently. ARLO will monitor usage data, such as log entries, diagnostics, bandwidth usage, and various other analytics coming from devices tied to the user, but will not disclose your User Information to third parties for their independent marketing or promotional purposes unless you affirmatively give consent during the registration process.

By completing the registration process, you agree to the Privacy Policy and affirm that you understand and consent to ARLO's collection, storage and use of your User Information. You have the right to update your User Information or change your consent to the collection, storage and use of your User Information at any time. Such changes can be made by logging into your Arlo account. Certain features of the Arlo Services may not be available if you restrict the collection, storage, or use of your User information.

### **3. Member account, password and security**

You will create a password and account designation during the Arlo Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to

(a) immediately notify ARLO of any unauthorized use of your password or account or any other breach of security and

(b) ensure that you exit from your account at the end of each session.

ARLO will not be liable for any loss or damage arising from your failure to comply with this Section 3. ARLO may refuse registration of or cancel Arlo account designation in its discretion.

### **4. Third-Party content**

The Arlo Services give you the ability to access media content controlled by third parties ("Third Party Content") over which ARLO exercises no editorial or programming control. You understand that

- (a) Third Party Content providers may restrict or revoke access to their content at any time
- (b) To the extent possible under the governing law, ARLO is not responsible for and has no editorial control over any Third Party Content and
- (c) ARLO has no control over the distribution of Third Party Content.

You agree that ARLO will have no liability to you or anyone else who uses your Arlo System with regard to any Third Party Content. You also agree and declare that any and all Third Party Content accessed or transferred using the Arlo Services is for personal, non-commercial use and that the Arlo Services will not be used to illegally copy, illegally display or otherwise make illegal use of Third Party Content. Generally, authorization from the appropriate rights holder is needed prior to displaying, using, or copying Third Party Content. Unauthorized copying or distribution of copyrighted works may constitute an infringement of the copyright holders' rights.

ARLO may terminate the accounts of users of any ARLO service or software who infringe the copyrights, trademarks, or intellectual property rights of others. In addition, steps intended to defeat or bypass security measures designed to prevent intellectual property infringement may be illegal under U.S. law or comparable foreign laws. ARLO may terminate the Arlo accounts of users who develop or use methods to defeat or bypass such security measures and may take any other necessary or appropriate action to prevent infringement of intellectual property holders' rights.

## **5. Changes to your Arlo Service**

To the extent possible under the governing law, ARLO may, at its discretion and without notice or user permission, change, add, or remove features and functionality of the Arlo Services. If you are dissatisfied with any material changes to the Arlo Services during a subscription, you may immediately terminate your use of the Arlo Services and be entitled to a pro-rated refund of any of your paid for, but unused, subscription. ARLO is under no obligation to provide any or all features and functionality to your Arlo System and may, at its discretion, discontinue the provision of software updates to certain Arlo Systems. Because different Arlo Systems may support different features and functionality the level of service ARLO provides may not be the same for each Arlo System.

## **6. Service eligibility/Parental advisory**

Use of the Arlo Services requires that your Arlo System has access to an always-on, broadband internet connection. To enable the Arlo Services all Arlo Systems must be registered at my.arlo.com or ARLO-approved Arlo apps, such as the official ARLO iOS and Android apps..

THE ARLO SERVICES ARE INTENDED FOR USERS WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER. BECAUSE THE ARLO SERVICES MAY PROVIDE ACCESS TO VIDEO OR IMAGES THAT CONTAIN EXPLICIT CONTENT INCLUDING EPICIONS OF VIOLENCE, SEX OR SUBSTANCE ABUSE. PARENTAL DISCRETION IS DVISED FOR ALL USERS UNDER THE AGE OF 18.

## **7. Member conduct**

You understand that all information, data, text, software, photographs, video, messages, tags, feedback, comments, questions, other information or materials ("Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, and not ARLO, are entirely responsible for all Content that you capture, upload, post, email, transmit or otherwise make available via the Arlo Services.

ARLO does not control the Content posted via the Arlo Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will ARLO be liable for any Content, including but not limited to,

- (a) any errors or omissions in any Content
- (b) 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 Services including viewing, copying or redistribution of the Content;
- (c) loss or destruction of Content; or
- (d) failure to comply with any and all applicable federal, state, and local laws with respect to use of the Arlo Services including but not limited to laws related to closed-circuit television monitoring for any purpose and recording in public areas.

You also understand that ARLO does not guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, we do not guarantee the authenticity of any data that users or merchants may provide about themselves. We do not control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having

been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Arlo Services.

You agree not to use the Arlo Services to: upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy; harm minors in any way; impersonate any person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Arlo Services; upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under any contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party; upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose; interfere with or disrupt the Arlo Services or servers or networks connected to the Arlo Services (including without limitation denial-of-service attacks) or disobey any requirements, procedures, policies or regulations of networks connected to the Arlo Services; intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ and any regulations having the force of law; and "stalk" or otherwise harass another.

ARLO does not view your private photographs or videos without your permission, but you agree that ARLO and its designees will have the right (but not the obligation) in their sole discretion to screen and/or remove Content that is made, or attempted to be made, publicly available via the Arlo Services. ARLO may also refuse or remove Content from the Arlo Services that may violate the Terms, such as those prohibitions listed in Section 7.

Without limiting the foregoing, ARLO will have the right at any time to remove any Content that violates these Terms, is illegal, or ARLO believes may be illegal or inappropriate (including, but not limited to, removal upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all.

You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services. You acknowledge, consent and agree that ARLO may access, preserve and disclose your account information and/or Content if required to do so by law or in a belief that such access, preservation or disclosure is reasonably necessary to

- (a) comply with legal process, including without limitation subpoenas and search warrants
- (b) enforce these Terms
- (c) respond to claims that any Content violates the rights of third parties
- (d) respond to your requests for customer service or
- (e) protect the rights, property or personal safety of ARLO, its users and the public.

You understand that the technical processing and transmission of the Arlo Services, including your Content, may involve

- (a) transmissions over various networks and
- (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Arlo Services and software embodied within the Arlo Services may include security components that permit digital materials to be protected and that use of these materials is subject to usage rules set by ARLO and/or content providers who provide content to the Arlo Services.

You may not attempt to override or circumvent any of the usage rules embedded into the Arlo Services. Any unauthorized or illegal reproduction, publication, further distribution or public exhibition of the materials provided on the Arlo Services, in whole or in part, is prohibited.

#### **8. Content submitted or made available for inclusion on the Arlo Services**

ARLO does not claim ownership of Content you submit or make available for inclusion on the Arlo Services. Nevertheless, with respect to Content (including all related intellectual property rights) you submit or make available for the Arlo Services, you grant ARLO the following worldwide, royalty-free, nonexclusive, perpetual, irrevocable, sublicenseable and transferable license(s), as applicable: the

license to use, distribute, reproduce, modify, adapt, make derivative works of, publicly perform and publicly display such Content on the Arlo Services solely in connection with providing you the Arlo Services, as permitted through the functionality of the Arlo Services and under these Terms. You grant ARLO the right to maintain a copy of the Content (including all related intellectual property rights) for archival and legal purposes.

You also hereby do and shall grant each user of the Arlo Services a non-exclusive license to access and use your Content through the Arlo Services, as solely permitted through the functionality of the Arlo Services and directed by you and under these Terms.

When you use a third-party application, the application may ask for your permission to access your Arlo content and information in order for the application to work as intended. Your agreement with the provider of that application will control how the application can use, store, and transfer that content and information, so be sure to thoroughly read any such application's terms of service and only use applications from trusted providers.

For clarity, the foregoing license grants to ARLO do not affect your ownership of or right to grant additional licenses to the material in your Content, unless otherwise agreed in writing.

## **9. Subscription fees**

Some Arlo Services require an ongoing subscription. You agree to pay your subscription fee in advance. Your subscription period is stated in your Arlo subscription plan. Your subscription fee will cover the Arlo Services covered in your Arlo subscription plan. You may have a choice of subscription payment options and may change your selected payment option by notifying ARLO in accordance with the subscription plan. If for any reason you need to reactivate a terminated subscription you may be charged a reactivation fee. If you register for the Arlo Services under a promotional subscription fee, some additional restrictions may apply. Whatever your subscription payment option, your subscription fee does not include any services, features or functionality other than the Arlo Services as defined in the plan you choose. ARLO may offer multiple subscription plans with varying levels and services.

## **10. Payment authorization**

To sign up for a subscription option with recurring payments, complete the required registration details online, select your method of payment, check the box to "Automatically Renew my Service Plan," and click "Continue." You will receive an

e-mail confirmation of your auto renewal once you complete the initial payment process. If you choose a subscription option with recurring payments (i.e. the monthly and annual subscriptions) you agree that ARLO may automatically charge the subscription fee to the credit or charge card provided and associated with your account at the beginning of each period at the frequency you have selected unless and until you cancel the subscription option by unchecking the auto-renewal option in your Arlo account settings at my.arlo.com or canceling your Arlo Services. You must cancel prior to the subscription fee being charged to the credit or charge card. If you signed up at a promotional rate any renewals past the promotional period will be charged at the then effective subscription fee. Access to your Arlo Services will not be established until ARLO or its agent has verified that the credit card information is valid, accurate and that your credit card account is in good standing. You will receive an e-mail reminders of your auto renewal 30 and 7 days prior to any applicable renewal. You will also receive a reminder email a day before your date of renewal reminding you that your subscription option will be renewed for an additional period.

To the extent possible under the governing law, ARLO may change the Arlo Services fees or charge additional fees for features and functionalities that are not a part of the Arlo Services. Such fee changes and additional charges will generally not take place until the renewal date for your subscription, and if you are dissatisfied with the fee changes or additional charges, you may terminate your use of the Arlo Services because of the implementation of such fee changes or additional charges and be entitled to a pro-rated refund of any of your paid for, but unused, fees for using the Arlo Services. ARLO will notify you by an email to the email address on record for your account in advance of any fee changes or new fees.

ARLO may suspend or terminate your Arlo Services without notice upon rejection of any credit card charges or if your card issuer (or its agent or affiliate) seeks the return of payments previously made to ARLO for Arlo Services. You agree ARLO may charge interest on all amounts due that remain unpaid for 30 days or more. The monthly interest will equal 1.5% of the past due amount or the highest rate allowed by law, whichever is less, until the past due amount and interest is paid. Such rights are in addition to and not in lieu of any other legal rights or remedies available to ARLO. ARLO may refer your account to a third party for collection in the event of ongoing default.

## **11. Internet service provider and cell phone charges**

The Arlo Services require the use of a broadband Internet connection. You are responsible for any service charges for your internet connection or data plan incurred as a result of using or accessing the Arlo Services and acknowledge and agree that

you will be solely responsible for all disputes with any internet service or cell phone provider relating to same. In particular, streaming and viewing recorded videos and the use of the apps may incur extra and substantial charges on devices that use a data plan. ARLO is not responsible for and does not make any assurances about the availability, functionality, or cost of any broadband internet connection or other data plan.

## **12. Using the Arlo Services**

You may access and use the Arlo Services only with an Arlo System that is authorized to communicate with the Arlo Websites. You agree not to tamper with or otherwise modify your

Arlo System. The Arlo Services are provided for your personal, non-commercial use and may not be resold, in whole or in part. Except as expressly provided in these Terms, you may not transfer the Arlo Services or the right to receive them. By using the Arlo Services you agree to receive all software updates and upgrades that ARLO sends to your Arlo System. If you disable the automatic upgrade feature of the Arlo System then certain functionality of the Arlo System may be adversely impacted. Even if you disable the automatic upgrade feature of your Arlo System, ARLO may still implement critical Arlo System updates; updates for Arlo applications running on your iPhone, iPad, Android phone, or tablet; and Arlo back end service updates. If your Arlo System accesses the Arlo Websites (regardless of your payment or subscription status) you acknowledge and agree that you are a user of the Arlo Services and are bound by the provisions of these Terms.

## **13. Termination of service**

You may request termination of your account and your right to use the Arlo Services at any time without limitation. The Arlo Services will be terminated within approximately 5 business days after your request. Any unused Arlo Services fees, including subscription fees, may not be refundable under this method of termination. Upon termination of your account, certain information may not immediately be deleted from ARLO's or its agents' systems, including without limitation log entries, diagnostics, analytics coming from devices tied to the user; transaction details of the account; or information subject to search warrant, subpoenas, or other legal process.

Notwithstanding anything to the contrary in these Terms, ARLO retains the absolute right to immediately terminate your account if the subscription charges are refused for any reason, if you breach any provision of these Terms, if you misuse the Arlo Services, and/or if you alter your Arlo System or use the Arlo Services or software in

such a manner as to infringe upon the intellectual property rights of ARLO or any third party.

In addition, ARLO may terminate your account and these Terms for any other reason if ARLO gives you at least 30 days advance notice of such termination. Upon any such termination of your account, you will remain obligated to pay all outstanding fees and charges relating to your use of the Arlo Services before termination, and ARLO will give you a pro-rated refund of any of your paid for, but unused, Arlo Services fees that will remain unused because of ARLO's termination under this method of termination. Termination of the Arlo Services may result in the forfeiture and destruction of all information associated with your membership, including Content.

All provisions of these Terms which, by their nature, should survive termination, will survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

#### **14. Notice**

ARLO may provide you with notices, including those regarding changes to these Terms, by email, regular mail, text message, postings or updates to the Arlo Websites or other reasonable means now known or hereinafter developed.

#### **15. Title to software and intellectual property**

You may need to use certain software programs in your Arlo System to use or have full access to certain features of the Arlo Services. You are required to accept and use the software included in your Arlo System at the time of purchase and other software programs that may be delivered to your Arlo System by ARLO from time to time. ARLO and/or its subsidiaries, affiliates, and licensors retain title to and ownership of all the software for the Arlo System and certain intellectual property rights in the Arlo System. ARLO and/or its affiliates also retain ownership of all ARLO copyrights and trademarks. In the case of third party software delivered by ARLO and/or its subsidiaries and affiliates to the Arlo System, the applicable third party retains title to and ownership of its software, copyrights and trademarks.

Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use for other purposes the Arlo System or the software of the Arlo System is strictly prohibited, unless such prohibition is not allowed under the applicable law. If you install any ARLO software applications on your home computer ownership and the other terms of such use are governed by the applicable End User License Agreement to which you must agree prior to installation.

## **16. Notice and procedure for making claims of copyright or intellectual property**

### **Infringement**

ARLO respects the intellectual property of others and we require our users to do the same. ARLO may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat intellectual property infringers. If you believe that your work has been copied in a way that constitutes copyright infringement or your intellectual property rights have been otherwise violated please provide ARLO with the following information:

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest

a description of the copyrighted work or other intellectual property interest that you claim has been infringed;

a description of where the material that you claim is infringing is located on the site;

your address, telephone number, and email address;

a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;

a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the copyright or intellectual property owner's behalf.

Please mail this information to:

Legal Department, Arlo Technologies, Inc., 3030 Orchard Parkway, San Jose, CA 95154

## **17. Open source software**

Certain components of the software for the Arlo System are subject to the GNU General Public License ("GPL") or other so-called open source licenses ("Open Source Software"). Open Source Software may not be subject to the restrictions in Section 15 of these Terms. You are free to use, modify and distribute Open Source Software that is subject to the GPL so long as you comply with the terms of the GPL (available at [www.gnu.org/copyleft/gpl.html](http://www.gnu.org/copyleft/gpl.html)). For clarification, these Terms do not

limit your rights under, or grant you rights that supersede, the license terms of any applicable Open Source Software.

## **18. Links**

You may provide a link to your personal Arlo site. Any link to any Arlo Service must be to its home or top-level page.

The Arlo Services may provide, or third parties may provide, links to other world wide websites or resources. Because ARLO has no control over such sites and resources you agree that ARLO is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further agree that ARLO will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such site or resource.

## **19. Special admonitions for international use**

Recognizing the global nature of the internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or from the country in which you reside. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

## **20. No resale of Arlo Services**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes any portion of the Arlo Services (including your Arlo ID), use of the Arlo Services or access to the Arlo Services.

## **21. Indemnity**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ARLO AND ITS SUBSIDIARIES AND AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, PROCEEDINGS, INJURIES, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), INCLUDING BUT NOT LIMITED TO, CLAIMS ALLEGING NEGLIGENCE, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT AND/OR TRADEMARK

INFRINGEMENT AGAINST ARLO AND ITS SUBSIDIARIES AND AFFILIATES OR THE ARLO SERVICES, RELATING TO OR ARISING OUT OF YOUR BREACH OF ANY PROVISION OF THESE TERMS, YOUR MISUSE OF THE ARLO OR ARLO SERVICES, OR YOUR UNAUTHORIZED MODIFICATION OR ALTERATION OF ARLO PRODUCTS OR SOFTWARE.

## **22. Warranty and Warranty disclaimer**

ARLO has a limited warranty on the Arlo cameras and base station devices whereby ARLO warrants to and only to you that the Arlo cameras and base station devices will be free from defects in materials and workmanship for one (1) year from the date of your purchase of the Arlo cameras and base station devices (unless a longer warranty period is required by law). The specifics of this ARLO Limited Warranty are at <https://www.arlo.com/en-us/about/warranty/default.aspx>.

Batteries and battery replacement is excluded from all Arlo warranties. It is your sole responsibility to maintain and replace the Arlo batteries. ARLO recommends that you carefully read and follow the owner's manual, instructions and warnings for all Arlo equipment. Use of only high-quality, non-counterfeit, and non-rechargeable batteries is recommended. The use of rechargeable batteries or inferior-quality batteries that cause damage to your Arlo camera system will void the warranty. Repair or modification of the product by anyone other than ARLO or a ARLO approved agent will void the warranty.

TO THE EXTENT POSSIBLE UNDER GOVERNING LAW, OTHER THAN THE ABOVE PRODUCT WARRANTY FOR THE ARLO CAMERAS AND BASE STATION DEVICES, YOU UNDERSTAND AND AGREE THAT THE ARLO SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ARLO MAKES NO WARRANTY THAT THE ARLO SERVICES WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE ARLO SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE NOR DOES ARLO MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ARLO SERVICES (INCLUDING THIRD PARTY CONTENT), THAT ANY DEFECTS IN THE ARLO SERVICES WILL BE CORRECTED OR THAT THE ARLO PRODUCTS OR ARLO SERVICES WILL BE COMPATIBLE WITH ANY OTHER SPECIFIC HARDWARE OR SERVICE. FURTHER, ARLO DOES NOT WARRANT THAT THE ARLO SERVICES OR THE ARLO SERVERS THAT PROVIDE YOU WITH DATA AND CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ARLO ALSO ASSUMES NO RESPONSIBILITY FOR AND SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY VIRUSES THAT

MAY INFECT YOUR ARLO BASE STATION, COMPUTER SOFTWARE, OR OTHER HARDWARE.

YOU AGREE THAT ARLO IS NOT AN INSURER AND THAT ARLO IS NOT PROVIDING ME WITH INSURANCE OF ANY TYPE. ANY AMOUNTS THAT YOU PAY ARLO FOR THE ARLO SERVICE ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF YOUR PROPERTY, ANYONE ELSE'S PROPERTY LOCATED IN YOUR PREMISES, OR ANY RISK OF LOSS AT YOUR PREMISES. IF YOU WANT INSURANCE TO PROTECT AGAINST ANY RISK OF LOSS AT YOUR PREMISES, YOU WILL PURCHASE IT. IN THE EVENT OF ANY LOSS, DAMAGE OR INJURY, YOU WILL NOT LOOK TO ARLO TO COMPENSATE YOU OR ANYONE ELSE. YOU RELEASE AND WAIVE FOR YOURSELF AND YOUR INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER AGAINST ARLO ARISING AS A RESULT OF THE PAYMENT OF ANY CLAIM FOR LOSS, DAMAGE OR INJURY.

ARLO'S EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF CERTAIN EVENTS, INCLUDING, BUT NOT LIMITED TO, FIRES, FLOODS, BURGLARIES, ROBBERIES AND MEDICAL PROBLEMS. ARLO MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE ARLO EQUIPMENT AND SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES. ARLO DOES NOT UNDERTAKE ANY RISK THAT YOU OR YOUR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH YOU, NOT ARLO.

OTHER THAN THE ABOVE PRODUCT WARRANTY FOR THE ARLO CAMERAS AND BASE STATION DEVICES, ARLO AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE ARLO SERVICES, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, THE LAST SENTENCE OF THIS SECTION MAY NOT APPLY TO YOU. ARLO HEREBY FURTHER EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY CLAIMS FOR SERVICE FAILURES THAT ARE DUE TO NORMAL PRODUCT WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION OR YOUR NON-COMPLIANCE WITH ANY AND ALL

APPLICABLE FEDERAL, STATE OR LOCAL LAWS. THIS WARRANTY AND WARRANTY DISCLAIMER GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY BY STATE, PROVINCE, OR COUNTRY. OTHER THAN AS PERMITTED BY LAW, ARLO DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR STATE, PROVINCE, OR COUNTRY. FOR OUR AUSTRALIAN CUSTOMERS: PLEASE NOTE THAT THIS WARRANTY IS IN ADDITION TO ANY STATUTORY RIGHTS IN AUSTRALIA IN RELATION TO YOUR GOODS WHICH, PURSUANT TO THE AUSTRALIAN CONSUMER LAW, CANNOT BE EXCLUDED.

### **23.No third-party beneficiaries**

You agree that, except as otherwise expressly provided in these Terms, there will be no third-party beneficiaries to these Terms.

### **24.Limitations of ARLO's liability**

**Under no circumstances will ARLO be liable in any way for any Content, including, but not limited to, the loss of Content, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Arlo Services.**

ARLO's liability for damages, especially for breach of duty or obligation, delay in performance, non-performance, or malperformance shall be precluded, except when these are due to negligent breaches of any significant contractual duty or obligation on the part of ARLO. Any liability for negligence is limited to direct losses usually and typically foreseeable in such case. Should the claim for damages be based on wilful or grossly negligent breach of contractual duty or obligation on the part of ARLO, the preclusion and limitation of liability mentioned in the preceding sentences will not apply. The preceding preclusion and limitation of liability will also not apply to claims for damages arising out of loss of life, bodily injury or health impacts for which ARLO may be liable, or for non-contractual liability.

Some states and countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Additionally, this provision is not intended to limit ARLO's liability in the event of ARLO's willful or intentional misconduct. Moreover, if ARLO mistakenly or

wrongfully overcharges your account, this section does not limit ARLO's ability to refund such mistakenly or wrongfully overcharged amounts.

## **25. General information**

*Entire Agreement.* These Terms constitute the entire agreement between you and ARLO and govern your use of the Arlo Services superseding any prior agreements between you and ARLO with respect to the Arlo Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Arlo Services, affiliate services, third-party content or third-party software.

*Choice of Law and Forum.* To the extent possible under your local law, these Terms and the relationship between you and Arlo will be governed by the laws of the State of California without regard to its conflict of law provisions.

To the extent possible under your local law, any dispute arising from or relating to the subject matter of this Agreement will be finally settled by arbitration in Santa Clara County, California, using the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and

Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who will be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Any arbitration under this Agreement will take place on an individual basis: class arbitrations and class actions are not permitted.

**YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND ARLO ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO**

**PARTICIPATE IN A CLASS ACTION.**

Notwithstanding the foregoing, each party will have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California.

*Waiver and Severability of Terms.* The failure of ARLO to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of these Terms remain in full force and effect.

*No Right of Survivorship and Non-Transferability.* You agree that your Arlo account is nontransferable and any rights to your Arlo ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

The section titles in these Terms are for convenience only and have no legal or contractual effect.

## **26. CONTACT**

The following ARLO entity is responsible for delivering the Arlo Services depending on where you are using the Arlo System

The Americas

Arlo Technologies, Inc.

All Other International Territories (including but not limited to Europe, Middle East, Africa, Asia Pacific, Australia and New Zealand)

Arlo Technologies International Limited

Thus, if you have any questions, complaints, or claims with respect to the Arlo Services, you may contact us at:

### **The Americas**

Arlo Technologies, Inc.

3030 Orchard Parkway

San Jose, CA 95134

Corporate Office Phone: 1 (408) 638 3750

<https://www.arlo.com/en-us/support/contact.aspx>

**All Other International Territories (including but not limited to Europe, Middle East, Africa, Asia Pacific, Australia and New Zealand)**

Arlo Technologies International Ltd

Building 3 University Technology Centre Curraheen Road

Cork, Ireland

Corporate Office Phone: 1 800 949 252

<https://www.arlo.com/eu/support/default.aspx>

Revision 3, Effective: November 25, 2019

## **27. Arlo Terms of Service Addendum**

If you are a subscriber to an Arlo Service then the below additional Arlo Service Terms apply.

*Last Updated: November 25, 2019*

**PLEASE READ THESE TERMS CAREFULLY AND IN FULL. THEY CONTAIN CERTAIN CONDITIONS AND RESTRICTIONS ON THE AVAILABILITY AND USE OF THE ARLO SERVICE YOU ARE ACTIVATING ("Arlo Service").**

**These "Arlo Service Terms" supplement the Arlo Terms and Conditions ("Arlo Terms" or "Terms"), which will otherwise apply in full force and effect, subject to any additional terms set forth herein. In the event of any inconsistency between the Arlo Service Terms and the Arlo Terms, the terms and provisions of the Arlo Service Terms will govern and control.**

**Activation.** To activate your Arlo Service, you must affirmatively take certain steps - this activation will not occur automatically. For new Arlo users, this will involve creating an Arlo account as part of the sign up process. Your use of the Arlo Service will be subject to these Arlo Service Terms, the Arlo Terms, and Arlo's Privacy Policy.

**Duration.** You may cancel your Arlo Service or delete your Arlo account at any time, upon which you will lose access to the Arlo Service and/or Arlo account. To take any of these actions, log into your Arlo account and follow the prompts on the account page.

**Privacy.** If your Arlo Service utilizes facial recognition, object recognition, and other artificial intelligence capabilities then Arlo may capture digital images, videos, sounds, and use information provided by your Arlo system. Arlo automatically may compare these captured images and sounds to databases of stored records. You explicitly agree that such data and other biometric or environmental data may be captured by your Arlo system and used and analyzed by the Arlo Service, but Arlo employees do not view your private images or private videos without your permission.

In addition to the above-described information you provide to the Arlo system for use by the Arlo Service, you also acknowledge and agree that you will provide other information to Arlo, such as your email address, physical address, and credit card information. This latter information is for the purpose of activating and administering the Arlo Services.

**Payment.** The credit card you provide when signing up for the Arlo Service will automatically be charged the current price of the Arlo Service for each subscription period until you cancel. **You can cancel the Arlo Service at any time prior to the commencement of the new subscription period, but you will not be provided a pro-rated refund for the current subscription period.** If Arlo changes the monthly or other term subscription fee for the Arlo Service in the future, we will provide you advanced notice of the price change and when it will take effect. If not cancelled, price changes will take effect at the start of the next subscription period following the date of the price change. By not canceling and continuing to use the Arlo Service after the price change takes effect, you agree to be charged the new price. In other words, after your subscription period ends then the price for the next subscription period could be different, but the price will not be change during your current subscription period.

**Limitations on Arlo Smart Service.** The Arlo Smart E911 Service will not function (1) with the loss of critical electrical power, including without limitation the loss of power to equipment necessary to route Arlo Smart communications to the appropriate emergency call center; (2) if the wireless or broadband internet connection to your device with the Arlo Smart application is not operational; (3) at a remote location with no internet connection; (4) if the Arlo Smart application is not correctly configured; (5) if the correct physical address for the Arlo E911 Service is not provided; (6) if an

emergency call center's technical limitations render it incapable of receiving or processing calls from Arlo E911 Service; and (7) other force majeure events cause the quality of the broadband connection to deteriorate, including without limitation network congestion. Your acceptance of these Arlo Smart Service Terms constitutes your acknowledgement that Arlo has advised you of these potential limitations.

**Disclaimer of Liability.** We do not have any control over whether, or the manner in which, calls using our Arlo Smart E911 Service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing Arlo Smart E911 Service communications to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route communications is incorrect or yields an erroneous result. Neither Arlo nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our Arlo Service unless such claims or causes of action arose from our gross negligence or willful misconduct.

**Additional Services.** We may from time to time make additional Arlo services (each an "Additional Service") available to Arlo customers. In order to access such Additional Services, you may be required to take certain steps, including consent to further terms.