

## Arlo Terms of Service

Updated October 17, 2022 – These terms do not apply to Arlo customers using Arlo in Europe.

Welcome to Arlo. Arlo is operated by Arlo Technologies, Inc. (“we,” “our,” “us,” or “the Company”). We encourage you to read these Arlo Terms of Service (“Arlo Terms” or “Terms”) below. By accessing or using the Arlo Services, you indicate your consent to this agreement. The column on the right provides a short summary of some provisions of these Terms and is not legally binding.

These Terms apply to your use of any of our products or services including:

- (a) the Arlo hardware products, including without limitation cameras, floodlights, video doorbells, base station devices and security system with sensors (referred to herein as the “Arlo System”); and/or
- (b) the Arlo websites and any associated subscriptions, content services, accounts, mobile apps, streaming video sites, technical support and services accessible via Arlo websites, and all other web services associated with the Arlo product (collectively referred to as the “Arlo Websites and Apps”).
- (c) (a) and (b) above being collectively referred to herein as the “Arlo Services.”

**PLEASE NOTE THAT SECTION 6 CONTAINS A MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER, WHICH REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH US. EXCEPT AS SPECIFIED IN SECTION 6, THIS PROVISION REQUIRES THAT DISPUTES BE RESOLVED SOLELY THROUGH INDIVIDUAL ARBITRATION AND NOT AS A CLASS ARBITRATION OR CLASS ACTION.**

The arbitration provisions in these Terms do NOT apply retroactively or to latent claims that have accrued prior to the introduction of these arbitration provisions (August 26, 2020) but not raised or filed yet.

**IF YOU SIGN UP FOR ANY ARLO SUBSCRIPTION SERVICES, YOU FURTHER AGREE, AS DESCRIBED IN SECTION 11, THAT YOUR SUBSCRIPTION MAY AUTOMATICALLY RENEW FOR THE SAME APPLICABLE TERM AND PRICE, UNTIL YOU CANCEL YOUR SUBSCRIPTION IN ACCORDANCE WITH SECTION 11.2.**

**Age:** You must be at least 13 years of age to use the Arlo Services. If you are at least 13 years old and under the age of 18 (“Minor”) you may use the Arlo Services only with the consent and under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a Minor, you consent to these Terms on their behalf and are fully responsible for their acts in relation to the Arlo Services. If you are under 13, do not attempt to register for the Arlo Services or send any information about yourself to us.

### 1. General

Your registration of the Arlo System through the Arlo Websites and Apps as well as use of the Arlo Services is subject to the provisions of these Terms. Arlo may at its discretion make changes to its website, policies, and terms and conditions including these Terms. Any changes made to the provisions of these Terms will be updated on the Arlo website, and we will notify you of material changes, e.g., by sending you an email or displaying a prominent notice in the Arlo Services. Changes will not apply retroactively and will become effective 30 days after Arlo provides you with notice of any changes to these Terms. If you are dissatisfied with any changes to these Terms, you may cancel your Arlo Services in accordance with Section 14 of these Terms. Your use of the Arlo Services on or after the effective date

of the change to the Terms constitutes your acceptance of the Terms, as modified. Any software component embodied in the Arlo Services is licensed to you, and not sold. Arlo Services cannot be used in the comprehensively sanctioned countries Cuba, Iran, North Korea, Sudan, or Syria, and the Arlo System should not be sold in these countries.

You agree that you will only use the Arlo Services for your personal and business purposes, and that you are not immediately reselling the Arlo Services or sub-licensing use of the Arlo Services to others as part of a trade, business, craft, or profession.

## **2. Registration Information**

Registration of your Arlo System is required. To register, you must provide and maintain accurate and complete information, which may include: (i) your name (ii) your system serial number and (iii) an e-mail address. Arlo may terminate your account if you provide Arlo with inaccurate or incomplete user 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 where prohibited by law.

Arlo may collect, process, and store your videos and other information. Please review our [Privacy Notice](#) for details about how we collect, use, disclose, and retain information about you and your Arlo account. We encourage you to review the Privacy Notice frequently. You have the right to update your user information at any time. You may also be able to manage privacy settings related to collection, storage, and use of your user information and other types of information captured by the Arlo Services. Any such changes can be made by logging into your Arlo account. However, certain features of the Arlo Services may not be available if you restrict the collection, storage, or use of certain types of information.

## **3. Member Account, Password, and Security**

You are fully responsible for maintaining the confidentiality of the information required to access or make modifications to your account (e.g. passwords, PINs, verification codes), as well as for all activities that occur under your password or account. You agree to properly protect your account by, for example, exiting from or logging out of your account at the end of each session, by implementing two or multi-factor authentication if requested by Arlo, and by not sharing your password or two or multi-factor verification code. You further undertake to immediately notify us of unauthorized use of your password or account. In the event Arlo suspects fraudulent activity, we may suspend access to your account and services pursuant to our security policies to prevent unauthorized access. We will not be liable for any loss or damage arising from your failure to comply with this Section 3.

We may terminate your Arlo account if your behavior gives us a justified reason to do so. This could include if you are in breach of applicable laws, these Terms, applicable contractual provisions, our guidelines or our policies which are all accessible on the website, or if you demonstrate abusive behavior. Notwithstanding any such limitation or termination, you will continue to have access to content and services purchased by you up to that point.

## **4. Third-Party Content**

The Arlo Services 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"). You confirm to understand the following:

- (a) Third-Party Content providers may restrict or revoke access to their content at any time;
- (b) We do not operate, control or endorse any Third-Party Content and are not responsible for and have no editorial or programming control over any Third-Party Content. Further, we do 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; and
- (c) We have no control over the distribution of Third-Party Content.

You agree that we will have no liability to you or anyone else who uses your Arlo Services with regard to any Third-Party Content. You also agree and declare that Third-Party Content accessed or transferred using the Arlo Services is for personal, non-commercial use only and that the Arlo Services will not be used to illegally copy, illegally display, or otherwise make illegal use of Third-Party Content. Unauthorized copying or distribution of copyrighted works may constitute an infringement of the copyright holders' rights. You agree to assume all risks in connection with your interaction or use of any Third-Party Content. You are responsible for reading and understanding the terms and conditions and privacy notice that applies to your use of Third-Party Content.

We may terminate the accounts of users of any Arlo Services 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. We 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

We may change any part of the Arlo Services at any time: for legal or regulatory reasons; for security reasons; to enhance existing features or add additional features or remove features to the Arlo Services; to reflect advancements in technology; to make reasonable technical adjustments to the Arlo Service; and to ensure the ongoing operability of the Arlo Services. If you reject these changes, you may cancel your subscription to the Arlo Services at any time, in accordance with Section [Error! Reference source not found.11-2](#). Regardless of any changes to the Arlo Services, any increase in the applicable subscription fee will not apply before the end of your current subscription period.

We are under no obligation to provide any or all features and functionality to your Arlo Services and may, at our discretion, discontinue the provision of software updates to certain Arlo Services. Because different Arlo Systems may support different features and functionality, the level of service we provide may not be the same for each Arlo System.

## 6. DISPUTE RESOLUTION BY BINDING ARBITRATION; CLASS ACTION WAIVER. PLEASE READ THIS PROVISION CAREFULLY. IT AFFECTS YOUR RIGHTS.

**YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND THE COMPANY ARE EACH AGREEING TO ARBITRATE ALL DISPUTES ON AN INDIVIDUAL BASIS AND ARE THEREFORE WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.**

**BINDING ARBITRATION.** To the extent possible under your local law, both you and the Company agree to arbitrate any and all disputes or claims out of or relating to this Agreement, any Arlo Services, or your relationship to Arlo. All disputes concerning whether a claim is subject to arbitration (including disputes about the interpretation, breach, applicability, enforceability, revocability, or validity of this Agreement)

will be decided by the arbitrator. Arbitration uses a neutral arbitrator instead of a judge or jury to resolve claims. Arbitration is less formal than a traditional court proceeding and the arbitrator's decision is subject to limited review by courts.

The arbitration will be governed and administered by 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 consumer contract disputes, who will be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. To the extent JAMS is not available in your state, the arbitration will be governed and administered by the American Arbitration Association Consumer Arbitration Rules. The right to arbitration under this Agreement is protected by, and any arbitration will also be governed by, the Federal Arbitration Act (9 U.S.C. §§ 1 *et seq.*). Both parties agree that the parties' relationship involves interstate commerce. 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.

**EXCEPTIONS TO ARBITRATION.** 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, for any dispute between the parties that is not subject to arbitration, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California.

**CLASS ACTION WAIVER.** The parties agree that they both give up the right to a jury trial, and that each may bring claims against the other only on an individual basis, and not as a plaintiff or class member in any purported class action lawsuit: **CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.**

**THIS ARBITRATION PROVISION AND CLASS ACTION WAIVER ARE OPTIONAL.** You may decline or opt out of this agreement to arbitrate by sending written and signed notice to [legal@arlo.com](mailto:legal@arlo.com) within thirty (30) calendar days of agreeing to these Terms.

## **7. Service Eligibility**

Use of the Arlo Services requires that your Arlo System has access to an always-on, broadband internet connection, in accordance with Section 12. To enable the Arlo Services all Arlo Systems must be registered at [my.arlo.com](http://my.arlo.com) or Arlo apps, such as the official Arlo iOS and Android apps.

System Requirements. The Services will not be accessible without: (i) Wi-Fi or other communications network in your home that is positioned to communicate reliably with the Arlo System; (ii) an Arlo account; (iii) for some features and functionalities of the Arlo Services, an enabled and supported wireless device, such as a phone or tablet; (iv) always-on broadband Internet access with bandwidth sufficient to support the Arlo hardware products you use; and (v) other system elements that may be specified by Arlo. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured.

Arlo is not obligated to make any updates available. Arlo does not guarantee that it will support the version of the system or device for which you purchased or licensed the software, apps, content, or other products. Arlo may stop supporting devices or operating systems that it previously supported.

## **8. 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 us, are entirely responsible for all Content that you capture, upload, post, email, transmit, or otherwise make available via the Arlo Services.

We do not have an obligation to monitor or control the Content posted via the Arlo Services and, as such, do not guarantee the accuracy, integrity, or quality of such Content. Under no circumstances will we be liable for any Content, including but not limited to the following circumstances:

- (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 or regulations related to closed-circuit television monitoring for any purpose and recording communications inclusive of any installation, notice or consent requirements.

You also understand that we do not guarantee the identity of any other users with whom you may interact in the course of using the Arlo Services. Additionally, we do not guarantee the authenticity of any data that users 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 do the following: upload, post, email, transmit, or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or that contains any private or personal information of another person without that person's legally required consent; harm any person 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 or misappropriates any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party or that contains viruses, corrupted data, or other harmful, disruptive, or destructive files or content; 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; 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 and any regulations having the force of law; "stalk" or otherwise harass another; or use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from the Arlo Services; develop or use any applications that interact with the Arlo Services without our prior written

consent; or use any non-Arlo branded device with any Arlo Services component unless we have specifically designated it as compatible.

**Our personnel do not view your private photographs or videos without your permission unless compelled by law.** We may also refuse or remove Content from the Arlo Services that may violate the Terms, such as those prohibitions listed in this Section 8.

Without limiting the foregoing, we will have the right at any time to remove any Content that violates these Terms, is illegal, or that we believe 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).

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 that Arlo may, in accordance with its [Privacy Notice](#), 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 the Company and/or content providers who provide content to the Arlo Services. Arlo may require certain security safeguards in order to use the Arlo Services, such as two or multi-factor authentication.

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

## **9. 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, sublicensable, and transferable license(s), as applicable: the license to use, store, delete, distribute, reproduce, modify, adapt, make derivative works of, publicly perform, and publicly display such Content on the Arlo Services and other third-party platforms 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 will 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 to enable the application to work as intended. Your agreement with the provider of that application will control how the application can use, store, delete, 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 the Company do not affect your ownership of or right to grant additional licenses to the material in your Content, unless otherwise agreed in writing.

## **10. Subscription Services Fees**

**10.1 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.

**10.2 Subscription Services Fees. SOME ARLO SERVICES REQUIRE AN ONGOING SUBSCRIPTION THAT WILL CONTINUE UNTIL YOU CANCEL THE SUBSCRIPTION IN ACCORDANCE WITH SECTION 11.2, OR IF WE TERMINATE THE RELATED SERVICE.** You agree to pay your subscription fee in advance. Your subscription period is stated in your Arlo subscription plan, which you may view by logging into your account. We may offer multiple subscription plans with varying levels and services. Your subscription fee will cover the Arlo Services provided in your selected Arlo subscription plan.

You may have a choice of subscription payment options and may change your selected payment option through your account on [my.arlo.com](https://my.arlo.com). If for any reason you need to reactivate a terminated subscription you may be charged a reactivation fee that will be disclosed to you prior to the levy of the reactivation fee.

**10.3 Free Trial and Promo Codes. Your subscription may start with a free trial or promotional subscription fee that automatically converts to a full-priced paid subscription upon expiration of the trial or promotional period. If so, UNLESS YOU CANCEL YOUR SUBSCRIPTION PRIOR TO THE END OF THE FREE TRIAL OR PROMOTIONAL PERIOD, WE WILL BEGIN BILLING YOUR PAYMENT METHOD ON A RECURRING BASIS FOR YOUR SUBSCRIPTION FEE (PLUS ANY APPLICABLE TAXES) UPON EXPIRATION OF THE FREE TRIAL OR PROMOTIONAL PERIOD UNTIL YOU CANCEL OR WE TERMINATE YOUR SUBSCRIPTION.** You may not receive a notice from us that your free trial or promotional period has ended or that the paid portion of your subscription has begun. We reserve the right, in our absolute discretion, to determine your free trial and promotional offer eligibility.

## **11. Subscription Payment, Automatic Renewal, Cancellation, Price Changes and Refund Policy**

**11.1 Subscription Payment.** To sign up for a subscription, complete the required registration details online, including without limitation selecting your method of payment. If you choose a subscription option with recurring payments (e.g. monthly and annual subscriptions) you agree that we may automatically charge the subscription fee to the payment method 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. 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 the Company or its agent has verified that the payment method is valid, accurate, and in good standing.

You also acknowledge that the amount billed may vary due to promotional offers, changes to your Subscription or changes in applicable taxes or other charges. You authorize us (or our third-party payment processor) to charge your payment method for the corresponding amount.

**11.2 Automatic Renewal of Subscription and Cancellation of Subscription.** Your subscription will continue and automatically renew until cancelled. You must cancel prior to the subscription fee being charged to the payment method provided. Cancellation will take effect on the day following the end of your current subscription period. If you purchased the paid subscription through a third party, you should cancel it directly through the third party whenever possible.

**Cancellation Policy.** Your subscription will automatically renew until you cancel. You may cancel your subscription by clicking on the cancel subscription link in your Arlo account settings at [my.arlo.com](https://my.arlo.com) or contacting the Support Center at <https://www.arlo.com/en-us/support/contact.aspx>.

**11.3 Price Changes.** Arlo may, at its reasonable discretion change the subscription fee and prices for the Arlo Services from time to time. All price changes will take effect no earlier than 30 days after Arlo notifies you and at the beginning of the next billing cycle for your subscription. If you are dissatisfied with the fee changes or additional charges, you may terminate your use of the Arlo Services in accordance with Section 11.2.

**11.4 Refund Policy.** Unless specifically noted otherwise in these Terms, subscription fees are nonrefundable and there are no refunds or credits for partially used subscription periods. Following any termination of a subscription, however, you will continue to have access to the relevant Arlo Service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our subscribers to an Arlo Service ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future.

**11.5 Returned Payment.** We may suspend or terminate your Arlo Services without notice upon rejection of any charges to your payment method or if your card issuer (or its agent or affiliate) seeks the return of payments previously made to us for Arlo Services. You agree we may charge interest at 1% monthly interest or that highest interest rate allowed by law, whichever is less, on all amounts due that remain unpaid for 30 days or more. Such rights are in addition to and not in lieu of any other legal rights or remedies available to the Company. We may refer your account to a third party for collection in the event of ongoing default.

## **12. Internet Service Provider and Mobile 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 mobile 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. We are not responsible for and do not make any assurances about the availability, functionality, or cost of any broadband internet connection or other data plan.

## **13. 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 and Apps. 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. These updates and upgrades may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you disable the automatic update and upgrade feature of the Arlo Services, then certain functionality of the Arlo Services may be adversely impacted. Even if you disable the automatic upgrade feature of your Arlo System, we may still implement critical Arlo System updates; updates for Arlo applications running on your iPhone, iPad, Android phone, tablet, and similar devices; and Arlo back-end service updates. If your Arlo System accesses the Arlo Websites and Apps (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.

#### **14. 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 or account, transaction details of the account, or information subject to search warrant, subpoenas, or other legal process.

Notwithstanding anything to the contrary in these Terms, we retain 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 or if you use the Arlo Services illegally, 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 and/or its subsidiaries and affiliates or any third party.

Upon any such termination of your account by Arlo, you will remain obligated to pay all outstanding fees and charges relating to your use of the Arlo Services before termination, and we 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, deletion, and destruction of all information associated with your subscription or Arlo Services, 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.

#### **15. Notice**

We 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 and Apps, via the Arlo Services, or other reasonable means now known or hereinafter developed.

#### **16. Title to Software and Intellectual Property**

You may need to use 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. The Company and/or its subsidiaries, affiliates, and licensors retain title to and ownership of all the software for the Arlo Services and certain intellectual property rights in the Arlo Services. We and/or our affiliates also retain ownership of all Arlo copyrights and trademarks. In the case of third-party software delivered by the Company and/or its subsidiaries and affiliates to the Arlo Services, 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 publicly perform, publicly display, copy, or use for other purposes the Arlo Services or the software of the Arlo Services 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.

### **17. Procedure for Making Claims of Copyright or Intellectual Property Infringement**

We respect 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 us 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; and
- 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 Arlo's Copyright Agent designated to receive notifications of claimed infringement:

Copyright Agent – Attention Legal Department, Arlo Technologies Inc, 2200 Faraday Avenue, Carlsbad, California 92008

OR

[copyright@arlo.com](mailto:copyright@arlo.com)

For clarity, only notices of (suspected) copyright or intellectual property infringement should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other

communications should be directed to Arlo customer service through <https://www.arlo.com/en-us/support/contact.aspx>. You acknowledge that if you fail to comply with all the requirements of this Section 17, your notice of (suspected) copyright or intellectual property infringement may not be valid.

## **18. 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 16 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.

## **19. 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 websites or resources. Because we have no control over such sites and resources you agree that we are not responsible for the availability of such external sites or resources and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further agree that we 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.

## **20. 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.

## **21. 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.

## **22. Indemnity**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY 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 THE COMPANY 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 SERVICES, OR YOUR UNAUTHORIZED MODIFICATION OR ALTERATION OF ARLO PRODUCTS OR SOFTWARE.

## **23. Warranty and Warranty Disclaimer**

Only the applicable sales conditions, the descriptions, characteristics, features, presentations and price that we publish and directly present on the Arlo Website or App, will be regarded as constituting the description of the Arlo Services. You are fully responsible for verifying whether Arlo Services, as they are described in the above-mentioned published materials, meet your needs and intended use.

There is a limited warranty on the Arlo devices. The specifics of our Limited Hardware Warranty are at [www.arlo.com/warranty](http://www.arlo.com/warranty).

TO THE EXTENT POSSIBLE UNDER GOVERNING LAW, OTHER THAN OUR LIMITED HARDWARE WARRANTY FOR THE ARLO DEVICES, YOU UNDERSTAND AND AGREE THAT THE ARLO SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE 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 DO WE MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF INFORMATION OBTAINED THROUGH THE ARLO SERVICES (INCLUDING THIRD PARTY CONTENT), THE ACCURACY AND RELIABILITY OF ANY TECHNOLOGY USED BY THE ARLO SERVICES (INCLUDING THIRD-PARTIES), 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, WE DO 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. WE ALSO ASSUME 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 WE ARE NOT AN INSURER AND THAT WE ARE NOT PROVIDING YOU WITH INSURANCE OF ANY TYPE. ANY AMOUNTS THAT YOU PAY US 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 US TO COMPENSATE YOU OR ANYONE ELSE. YOU RELEASE AND WAIVE FOR YOURSELF AND YOUR INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER AGAINST THE COMPANY ARISING AS A RESULT OF THE PAYMENT OF ANY CLAIM FOR LOSS, DAMAGE, OR INJURY.

OUR EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF CERTAIN EVENTS, INCLUDING, BUT NOT LIMITED TO, FIRES, FLOODS, BURGLARIES, ROBBERIES, AUTOMOBILE CRASHES, AND MEDICAL PROBLEMS. ARLO MAKES NO GUARANTEE 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. THE COMPANY 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 THE COMPANY.

OTHER THAN AS STATED IN OUR LIMITED HARDWARE WARRANTY FOR ARLO DEVICES, WE AND OUR 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. OUR LIMITED HARDWARE WARRANTY GIVES 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.

#### **24. 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.

#### **25. Limitations of Liability**

**Under no circumstances will we be liable in any way for any Content, including, but not limited to, the loss of Content, failure to record 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.**

Subject to the exceptions stated at the end of this section, our liability for damages, including breach of duty or obligation, delay in performance, non-performance, or malperformance will be precluded, except when these are due to negligent breaches of any significant contractual duty or obligation on the part of the Company. Any liability for negligence is limited to direct losses usually and typically foreseeable in such case. Should the claim for damages be based on willful 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 the Company may be liable.

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 our in the event of our willful or intentional misconduct. Moreover, if we mistakenly or wrongfully overcharge your account, this section does not limit our ability to refund such mistakenly or wrongfully overcharged amounts.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OUR LIABILITY FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE ARLO DEVICES OR FOR THE GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL, WILLFUL, MALICIOUS, OR RECKLESS MISCONDUCT OF COMPANY.

#### **26. General Information**

**Entire Agreement.** These Terms, any additional terms we provide for any particular Arlo Services, and the applicable End User License Agreement, 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. Those additional terms will control in the event of a conflict with these Terms only to the extent of the conflict.

**Choice of Law.** 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.

**Waiver** Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any invalid, ineffective or unenforceable provision will not affect the validity of the remaining provisions of the agreement.

**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.

**Force majeure.** Arlo's obligation to provide the Arlo Services, in particular monitoring services, will be suspended immediately and without prior notice in the event of situations including but not limited to (i) the telephone lines, network, equipment, other communication devices and/or software are destroyed, damaged or for any reason inoperable, or (ii) war (whether declared or undeclared), fire, flood, extreme weather, accident, explosion, terrorism, governmental order, regulation, restriction or priority, industrial unrest, or any other cause for the duration of the interrupted service. If possible then Arlo will notify you prior to the suspension of services.

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

## **27. Contact**

The following entity is responsible for delivering the Arlo Services depending on where you are using the Arlo System, and if you have any questions, complaints, or claims with respect to the Arlo Services, you may contact us there.

### **The Americas**

Arlo Technologies, Inc., 2200 Faraday Avenue, Carlsbad, CA 92008

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

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

Arlo Technologies International Ltd, Building 3 University Technology Centre Curraheen Road, Cork, Ireland

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

## **28. Arlo Service Plan Addendum**

If you are a subscriber to a paid service plan ("Arlo Service Plan"), then the below additional terms apply.

### **PLEASE READ THESE TERMS CAREFULLY AND IN FULL. THEY CONTAIN CERTAIN CONDITIONS AND RESTRICTIONS ON THE AVAILABILITY AND USE OF THE SUBSCRIPTION YOU ARE ACTIVATING.**

These additional terms supplement the Arlo 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 these terms and the Arlo Terms, the terms and provisions of these terms will govern and control.

**Description of Service.** As part of your Arlo Service Plan, Emergency Response ("Arlo ER") may be available. Emergency first responders may be directly dispatched by the Arlo professionally monitored emergency response team and directly in the Arlo App in the event of an emergency. Certain features of

the Arlo Safe app are designed to collect and share location information about you and those you add to your Arlo Service Plan with Arlo ER as described in our Privacy Notice.

**Limitations on Arlo Service Plans.** The Arlo ER will not function (1) with the loss of critical electrical power, including without limitation the loss of power to equipment necessary to route Arlo Service Plan communications to the appropriate emergency call center; (2) if the wireless or broadband internet connection to your device with the Arlo Service Plan application is not operational; (3) at a remote location with no internet connection or other wireless coverage; (4) if the Arlo Service Plan application is not correctly configured; (5) if the correct physical address for the Arlo Service Plan is not provided; (6) if an emergency call center's technical limitations render it incapable of receiving or processing calls from the Arlo Service Plan; (7) if necessary permissions are not enabled for Arlo Service Plan features; (8) if the mobile device used for the Arlo Service Plan does not have the minimum battery life (9) if the mobile device does not properly transmit sensor or location signals and (10) other force majeure events cause the quality of the broadband connection to deteriorate, including without limitation network congestion. Your acceptance of these Arlo Service Plan terms constitutes your acknowledgement that Arlo has advised you of these potential limitations.

**In the event of a life or safety hazard, risk of property damage, fire, flood, burglary, mugging, automobile crash, medical or other emergency, you should contact 911 or other appropriate emergency services immediately. Features of the Arlo Service Plans are NOT A REPLACEMENT FOR 911.**

**Alerts and Notifications.** Only in the event of an emergency and once the monitoring center receives an alarm from the alarm system, will Arlo take measures to, if necessary, (i) review and notify you of any video footage you authorize to be viewed by the monitoring team; (ii) initiate the deployment of the police, fire department and/or security service designated by Arlo and; (iii) notify you by telephone, SMS and/or e-mail and; (iv) notify your emergency or safety contact(s) by telephone or SMS. You agree to receive communications from us on your mobile device including calls, text messages, alerts, and other electronic communications. You understand your obligation to obtain consent from any person added by you to receive electronic communications related to your Arlo Services. Standard minute, message and data rates apply to all messages sent to or received from us. You understand that information you include in your Arlo Emergency Response Profile will be shared with police, fire, or emergency medical service providers (collectively, "Emergency Responders"). You understand and agree that once your Emergency Response Profile information is made available to Emergency Responders, it may be transmitted or otherwise made accessible through unsecured communications as part of the information disseminated to or by Emergency Responders responding to an emergency. You further understand that the information provided may be stored as part of a public record associated with an emergency call if required by local statutes. You understand and agree and hereby authorize Arlo to release and disclose your Arlo Emergency Response Profile information to Emergency Responders in connection with the Emergency Response Service.

In providing the alarm monitoring and additional emergency services, Arlo is dependent on third parties, the functioning of the local network, the Internet, GPS and the GPRS network. You agree that you are aware of this and accept that Arlo has no control over this.

**Arlo ER following Free Trial or Termination of Services.** Some features of your Arlo ER will be unavailable at the end of the free trial period, if you do not purchase a paid Arlo subscription prior to the expiry of the free trial period, or if you change your subscription to one that does not provide that Arlo ER feature. Arlo ER will not be available if your account is suspended or terminated.

**Customers' Duty to Correctly Install and Maintain.** It is your responsibility to install the Arlo security system and sensors, cameras, or other devices in strict accordance with the instructions and specifications

provided to you. If these are improperly installed or not properly configured, or are outside the detection area or blocked by walls, furniture, personal property or other objects; then it could result in false sensor event triggers or errors in event detection or recording. Sensors and sound detection are a secondary measure (e.g. your primary smoke detector triggers an alarm based on the presence of smoke that can then be heard through sound detection). It is your responsibility to inspect and maintain your Arlo security system and sensors, cameras and other devices after installation is complete and periodically thereafter. It is also your responsibility to replace the batteries in when necessary. The Arlo ER may not work accurately, if batteries need replacement or servicing. Please check batteries regularly.

**Automobile Crash Response.** When crash detection is enabled, you understand that you must either be the driver of the vehicle or have obtained consent from the driver to use this feature. If you do not have consent, you understand that you must deactivate this feature on your device. Enabling this feature does not replace calling 911 in the event of a crash. Arlo ER endeavors to successfully detect and report an automobile collision, however you understand that not all collisions may be detected, and some non-collisions may be falsely reported as collisions (e.g. due to network issues, algorithm error, mobile device sensor errors, etc.).

**Changes to System Elements.** Note that if you replace or modify elements of the Arlo System (as described in the accompanying documentation of the relevant Arlo product), the product may not transmit signals, causing the monitoring system to malfunction. In such an event, you are solely responsible for ensuring that system elements are compatible and functioning properly with the relevant Arlo product and monitoring service.

**Limitation of Liability.** We do not have any control over whether, or the manner in which, calls using our Arlo ER are answered or addressed by emergency response centers. We disclaim all responsibility for the conduct of any local, regional, or national emergency calling centers and emergency response centers. We may rely on suppliers, vendors, and third parties to assist us providing the Arlo ER and in routing communications to local, regional, or national emergency calling centers and emergency response centers. We disclaim 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. Arlo does not warrant or guarantee that the 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 (e.g. collisions, break-ins, water leakage, etc.). Neither Arlo nor its officers, employees, vendors, or suppliers may be held liable for any claim, damage, or loss, including without limitation consequential damages and lost profits, and you hereby waive any and all such claims or causes of action arising from or relating to our subscriptions, including the Arlo ER, unless such claims or causes of action arise from our gross negligence or willful misconduct.

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