

# Arlo Terms of Service

Last Updated: September 15, 2014

**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. All the Arlo video monitoring systems come with the Arlo Basic Service plan, which offers live remote viewing of your Arlo cameras' content, or you can upgrade to other service plans that provide: 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; additional video storage, and the ability to support up to 5 cameras. Through settings in your Arlo account you can choose to keep your cameras, photos and videos private or allow broader access to them.

**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. NETGEAR's Arlo System does not knowingly collect or solicit personal information from anyone under the age of 18, and NETGEAR 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 NETGEAR 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@netgear.com](mailto:legal@netgear.com).

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

## Introduction

Welcome to Arlo and myArlo. Arlo is operated by NETGEAR, Inc. and its subsidiaries and affiliates ("NETGEAR"\*). 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 content services, myArlo accounts, streaming video sites, and all other web services associated with the Arlo product that NETGEAR 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 NETGEAR ("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. NETGEAR may, at its discretion and without advanced notice, change these Terms. Any changes made to the provisions of these Terms will be updated on the Arlo website. We encourage you to periodically check the Arlo Websites for the current version of these Terms. If you are dissatisfied with any changes to these Terms you may cancel your use of the Arlo Services in accordance with Section 13 of these Terms. Your use of the Arlo Services following notification of the change to the Terms constitutes your acceptance of the Terms, as modified.

Any software component embodied in the Arlo System is licensed to you, and not sold. The Arlo System may only be used within [FILL THIS IN].

THE ARLO SYSTEM, WEBSITES AND SERVICES ARE FOR PERSONAL, NON-COMMERCIAL USE ONLY.

## **2. Registration information**

Registration of your Arlo System is required. To register, you must provide the following "User Information": 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. NETGEAR may terminate your account if you provide NETGEAR 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.

NETGEAR respects the privacy of your User Information and will safeguard the User Information in accordance with the NETGEAR Privacy Policy located at <http://www.netgear.com/about/privacy-policy/>. We encourage you to review the Privacy Policy frequently. NETGEAR 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 NETGEAR'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 NETGEAR 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. NETGEAR will not be liable for any loss or damage arising from your failure to comply with this Section 3. NETGEAR 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 NETGEAR 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) NETGEAR is not responsible for and has no editorial control over any Third Party Content and (c) NETGEAR has no control over the distribution of Third Party Content. You agree that NETGEAR 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. NETGEAR may terminate the accounts of users of any NETGEAR 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. NETGEAR 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**

NETGEAR 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, you may immediately terminate your use of the Arlo Services as set out in Section 13 of these Terms. NETGEAR 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 NETGEAR 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. All Arlo Systems must be registered at [arlo.netgear.com](http://arlo.netgear.com) to enable the Arlo Services.

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 DEPICTIONS OF VIOLENCE, SEX OR SUBSTANCE ABUSE. PARENTAL DISCRETION IS ADVISED 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 NETGEAR, are entirely responsible for all Content that you capture, upload, post,

email, transmit or otherwise make available via the Arlo Services. NETGEAR 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 NETGEAR 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 NETGEAR 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.

You acknowledge that NETGEAR will be under no obligation to pre-screen Content, but that NETGEAR and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Arlo Services. Without limiting the foregoing, NETGEAR shall have the right at any time to remove any Content that violates these Terms, is illegal, or NETGEAR 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 NETGEAR 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 NETGEAR, 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 NETGEAR 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**

NETGEAR 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 NETGEAR the following worldwide, royalty-free, nonexclusive, perpetual, irrevocable, sublicenseable and transferable and 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 in connection with providing you the Arlo Services, as permitted through the functionality of the Arlo Services and under these Terms. You grant NETGEAR 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 permitted through the functionality of the Arlo Services and under these Terms.

For clarity, the foregoing license grants to NETGEAR 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 NETGEAR 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. NETGEAR may offer multiple subscription plans with varying levels and services.

## **10. Payment authorization**

If you choose a subscription option with recurring payments (i.e. the monthly and annual subscriptions) you agree that NETGEAR may automatically charge the subscription fee to your credit or charge card at the beginning of each period unless you uncheck the auto-renewal option in your Arlo account or cancel you Arlo Services more than 30 days prior to the subscription fee being charged. If you signed up at a promotional rate any renewals past the promotional period shall be charged at the then effective subscription fee. Access to your Arlo Services will not be established until NETGEAR or its agent has verified that the credit card information is valid, accurate and that your credit card account is in good standing. NETGEAR may, at its discretion, change the Arlo Services fees from time to time and charge additional fees for features and functionalities that are not a part of the Arlo Services. NETGEAR will notify you by an email to the email address on record for your account in advance of any fee changes or new fees. NETGEAR 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 NETGEAR for Arlo Services. You agree NETGEAR 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 NETGEAR. NETGEAR 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 shall 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. NETGEAR 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 NETGEAR 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, NETGEAR 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 subscription fees are non-refundable under this method of termination. Upon termination of your account, certain information may, however, not immediately be deleted from NETGEAR'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, NETGEAR 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 NETGEAR and/or its subsidiaries and affiliates or any third party.

In addition, NETGEAR may terminate your account and these Terms for any other

reason if NETGEAR 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.

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, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

#### **14. Notice**

NETGEAR 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 NETGEAR from time to time. NETGEAR 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. NETGEAR and/or its affiliates also retain ownership of all NETGEAR and Arlo copyrights and trademarks. In the case of third party software delivered by NETGEAR 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 NETGEAR 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**

NETGEAR respects the intellectual property of others and we require our users to do the same. NETGEAR 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 NETGEAR 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, NETGEAR, 350 E Plumeria Dr, San Jose, CA 95134

## **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 NETGEAR has no control over such sites and resources you agree that NETGEAR 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 NETGEAR shall 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 NETGEAR 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 NETGEAR 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 MYARLO SERVICES, OR YOUR UNAUTHORIZED MODIFICATION OR ALTERATION OF ARLO PRODUCTS OR SOFTWARE.

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

NETGEAR 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, as described in NETGEAR's Limited Warranty at <http://www.netgear.com/about/warranty/>.

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. NETGEAR 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 NETGEAR 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, NETGEAR DOES NOT WARRANT THAT THE ARLO SERVICES OR THE NETGEAR SERVERS THAT PROVIDE YOU WITH DATA AND CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NETGEAR 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.

OTHER THAN THE ABOVE PRODUCT WARRANTY FOR THE ARLO CAMERAS AND BASE STATION DEVICES, NETGEAR 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 NON- INFRINGEMENT 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. NETGEAR 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, NETGEAR 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 shall be no third-party beneficiaries to these Terms.

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

**Under no circumstances will NETGEAR 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.**

IN NO EVENT WILL NETGEAR AND ITS SUBSIDIARIES AND AFFILIATES OR ANY OF ITS OR THEIR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY ERRORS THAT MAY APPEAR ON THE ARLO WEBSITES, THE VALIDITY, ACCURACY OR RELIABILITY OF ANY ITEMS DISPLAYED ON THE ARLO WEBSITES AS PART OF THE ARLO SERVICES, LOST PROFITS, USE OF USER INFORMATION, LOSS OF DATA, BUSINESS

INTERRUPTION, EQUIPMENT FAILURE OR MALFUNCTION OR OTHER INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE ARISING FROM OR RELATING TO YOUR USE OF THE ARLO SERVICES OR USE OF THE ARLO SERVICES THROUGH YOUR ACCOUNT BY ANYONE ELSE, EVEN IF NETGEAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL NETGEAR'S TOTAL CUMULATIVE LIABILITY TO YOU AND ANYONE WHO USES THE ARLO SERVICES THROUGH YOUR ACCOUNT, FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW, EXCEED THE AGGREGATE AMOUNT YOU PAID TO NETGEAR IN THE PRECEDING TWELVE MONTHS. YOU UNDERSTAND THAT THESE LIMITATIONS OF NETGEAR'S AND NETGEAR'S SUPPLIERS' LIABILITY ARE A FUNDAMENTAL PART OF THESE TERMS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Additionally, this provision is not intended to limit NETGEAR's liability in the event of NETGEAR's willful or intentional misconduct. Moreover, if NETGEAR mistakenly or wrongfully overcharges your account, this section does not limit NETGEAR's ability to refund such mistakenly or wrongfully overcharged amounts.

## **25. General information**

*Entire Agreement.* These Terms constitute the entire agreement between you and NETGEAR and govern your use of the Arlo Services superseding any prior agreements between you and NETGEAR 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.* These Terms and the relationship between you and Arlo shall be governed by the laws of the State of California without regard to its conflict of law provisions. Any dispute arising from or relating to the subject matter of this Agreement shall 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 shall 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 NETGEAR ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

Notwithstanding the foregoing, each party shall 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 NETGEAR to exercise or enforce any right or provision of these Terms shall 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 non-transferable 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.

*Statute of Limitations.* You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Arlo Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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

## **26. CONTACT**

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

The Americas	NETGEAR Inc.
--------------	--------------



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

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

*NETGEAR, Inc.*  
*350 East Plumeria Drive*  
*San Jose, CA 95134*  
*Corporate Office Phone*  
*408-907-8000*  
*Corporate Office Fax*  
*408-907-8097*

*OR*

*First Floor Building 3 University Technology Centre Curraheen Road*  
*Cork, Ireland*  
*Corporate Office Phone*  
*353 21 2333 200*  
*Corporate Office Fax*  
*353 21 2333 299*

Revision 1, Effective: 15 September 2014