

ADT MARKETING GUIDELINES FOR REFERRAL PERFORMANCE MARKETERS



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This Guideline document is based upon the requirements stipulated by ADT and DEFENDERS Security Company for all ADT referral performance marketing partners of DEFENDERS. This document is regularly updated and DEFENDERS requires that all RPMs possess and operate their ADT campaigns in accordance with the directives contained herein. Unauthorized distribution of this information without prior consent is expressly prohibited.

It is Referral Performance Marketer's ("RPM") responsibility to DEFENDERS Security Company d/b/a DEFENDERS Direct ("DEFENDERS") to comply with these guidelines and to ensure that all representatives (hired or contract) engaged by its organization comply with these guidelines. Failure to do so may result in enforcement actions or penalties by civil authorities and/or DEFENDERS.



GENERAL ADVERTISING GUIDELINES

I. "Sale" and "Free" Offers

The FTC has specific guidelines for use of the words "Free," "Dollars Off," "Cents Off," "No Charge" or words of similar effect. Additionally, state and local regulatory bodies have similar guidelines (which RPMs should have their legal counsel review for compliance), which they actively enforce. A claim of "Free," "Savings," "Sale" or "Limited Time Offer" may be used only if:

- a. There is written approval from DEFENDERS and if the amount of savings claimed on the cost of the product or service are not recouped from the customer through some other means. (For example, it would be improper to advertise "Free Key Fob — a \$50 Value" while at the same time inflating the installation charge by \$50. Here, the claimed "savings" are being recouped through the inflated installation charge.) In other words, all "Sales," "Special Offers," "Limited Time Offers," etc. **must be real**. If the ad reasonably gives the impression that there is a price reduction, it is a "Sale." RPMs cannot advertise DEFENDERS' "Usual" or "Customary" price as a "Sale" price. A "Sale" occurs only when there is **a significant reduction from the usual and customary price — and — the "Sale" is for a limited period of time**. Usual and customary price is the actual price for which the product or service was offered and sold to the public on a regular basis for a substantial period of time before the "Sale." Do not advertise DEFENDERS goods and services are \$799 unless DEFENDERS has actually sold a significant number of systems for \$799 in the recent past. "Limited Time Offers" must have an expiration date within 30 days.
- b. All conditions on the offer must be clearly stated. For example, if a customer must sign a 36-month monitoring agreement or pay a \$25 connection fee to receive the discounted installation of an electronic security system or the free key fob, those conditions (and all other material conditions) must be **clearly and conspicuously** stated in the advertising. **Clearly and conspicuously** is specifically defined by some states. (For example, Florida requires that all conditions to the customer's receipt of a "Free" offer must be stated in the ad in close proximity to the word "Free," and in a type size no less than **one-half the type size** of the word "Free.")
- c. In addition to all other requirements under these guidelines, if RPM uses the word "Free" or any words that are like it ("No Cost," "\$0," "Complimentary," "No Charge," etc.) in a DEFENDERS advertisement:
 - It is responsible for complying with local and state advertising regulations and responsible to find out these rules.
 - It can only refer to "Free Equipment," "Free Activation" and or "Free Home Security System Monitored by ADT."
 - If it uses "Free Equipment" or "Free Activation" or words like it, it **must** also state *"With \$99.00 Customer Installation Charge and purchase of alarm monitoring services. See Important Terms and Conditions to this offer below [on reverse side]."* **This phrase must be clear, conspicuous, in close proximity to the word "Free" and in a type size that is one-half the size of the word "Free" in the offer.**



- any mention of a “Free,” “\$0,” “No Cost,” or “No Charge” offer must also be accompanied by the revised legal disclaimer noted below, placed in the body of the advertisement in close proximity to the word “Free,” “\$0,” “No Cost,” or “No Charge” and not as an asterisked footnote.

Approved Disclaimer

For residential three-year term of agreement, \$36.99/month monitoring rate with maintenance: **\$99.00 Customer Installation Charge. 36-Month Monitoring Agreement required at \$36.99 per month (\$ 1,331.64). Form of payment must be by credit card or electronic charge to your checking or savings account. Offer applies to homeowners only. Local permit fees may be required. Satisfactory credit history required. Certain restrictions may apply. Offer valid for new ADT Authorized Dealer customers only and not on purchases from ADT LLC. Other rate plans available. Cannot be combined with any other offer.**

II. **Additional Guidelines**

- The Protect Your Home logo must be AS TALL AS OR TALLER THAN the ADT Authorized Dealer logo from top to bottom of the logo’s circle, or cover at least as many square inches as the dealer logo.
- Only ONE Protect Your Home (DEFENDERS) logo per piece or website page.
- RPM may only use the ADT stop sign logo in conjunction with Protect Your Home’s logo. It may not use the stop sign logo apart from the Protect Your Home logo. When using the stop sign logo, the “same size” rules apply as they apply to the Protect Your Home logo (see previous bullet).
- Clearly identify and communicate marketing is being done on behalf of Protect Your Home and not ADT.
- All “Sales,” “Special Offers,” “Limited Time Offers,” etc. must be real and have a specific expiration date (not exceeding 30 days).
- In some markets, “Free” or “\$0 Down” offers cannot be advertised. **RPM is responsible to know and comply with legal advertising guidelines.**
- The **full legal disclaimers** as written above must appear on all marketing pieces and websites that include an offer of any kind. The disclaimer must be used exactly as it is written.
- RPM must advertise the monitoring rate of \$36.99.
- Value of the “Free” system cannot exceed \$850.00.
- RPM must cite the source and date upon which it bases any statistics that it cites.



- RPM may not advertise any discounts on “monitoring service” nor give away monitoring at any time.
- RPM may not use the corporate ADT logo, “ADT®” or modify the ADT Dealer logo which should always be PMS color 286 or black or white type.
- ADT may not be used as an abbreviation in any website domain name, e-mail address or spelled out in DEFENDERS’ phone number.
- The word “FREE” may not be used in any DEFENDERS website domain name, e-mail address or phone number.
- Do not refer to ADT as A.D.T.
- Do not use scare tactics including images (i.e. burglars, crowbars, etc.)
- For liability reasons, always say “help” protect, “help” secure, etc.
- RPM may offer “giveaways” as an incentive upon the prior written consent of DEFENDERS. However, RPM must make sure that it clearly states the giveaway is coming from the RPM so there is no confusion on the customers’ part as to who will fulfill their incentive. **You must always have the giveaway item approved by the Marketing Department before advertising.**
- RPM may not give away a \$99 rebate to offset the \$99 installation fee.
- RPM may not represent goods sold by Protect Your Home as an ADT Security System. It may refer to such goods and services as:
 - ADT Monitored Home Security System
 - ADT Monitored Security System
 - Home Security System
 - Security System
- The \$99 fee can ONLY be advertised as a \$99 installation fee not as an activation fee, connection fee or any other type of fee.
- Any advertisement must note that there is a \$99 installation fee and refer to such fee in the disclaimer.
- DEFENDERS’ dealer license number(s) must appear on all marketing materials and websites, and certain states require listing the name and address of the state consumer/alarm service board having jurisdiction over alarm companies
- If Theft Protection Guarantee is listed as one of the “perks” of having ADT, it must also state “Certain Restrictions Apply”.
- Absolutely do not sell any ADT or DEFENDERS items on eBay or Craig’s List



- Do not co-brand on any DEFENDERS advertisement. If ADT or the ADT Dealer logo is used in the ad, no security equipment brand may be mentioned.
- The phrases “Free Security Review” or “Free Estimate” may appear without having to include the legal disclaimer.
- RPM may not use any ADT pictures in advertisements without prior approval from the DEFENDERS Marketing Department.
- A customer cannot “Win” a free security system through a contest, sweepstakes or local drawing.

III. Requirement to submit all forms to generate leads for Protect Your Home

All RPMs must submit all forms used to generate leads and/or generate interest in, offer, or sell Protect Your Home (ADT) products and/or services to DEFENDERS for ADT review and approval in writing *before any such lead-generation or Opt-In form may be used for any purpose*. Lead-generation forms include, but are not limited to, any form used to generate leads through the Internet, trade shows, direct mail or door knocking campaigns. Concerning door knocking campaigns specifically: the RPM must provide a copy of the form used to collect consumer’s contact information and consent to be contacted by telephone in advance of soliciting consumers.

EMAIL MARKETING GUIDELINES

- I. Email marketing is regulated by the federal, state, provincial, and local governments in North America as follows:

UNITED STATES

The U.S. Federal Trade Commission has enforcement authority under the Control the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the “CAN SPAM Act”). The U.S. Department of Justice has the authority to enforce the law’s criminal sanctions. Other federal and state agencies can enforce the CAN SPAM Act against organizations under the jurisdiction and Internet Service Providers may also sue violators. The CAN SPAM Act went into effect on January 1, 2004 and applied only to email messages that have a primary purpose that is “commercial;” in other words, a message that is primarily intended to sell or promote a product or service. Email messages that are purely “transactional or relationship” messages are exempt.

II. **Requirements for Email Marketing**

If RPMs are given permission to send marketing emails (“Commercial Email”) under DEFENDERS’ RPM Program, they must do so in compliance with these “Guidelines”. Further, it is solely the RPMs responsibility to comply with all email marketing laws and regulations at the federal, state, provincial, and local level. Also, it is solely the RPM’s responsibility to ensure that all representatives engaged in email marketing for their organization (e.g. employees, third-party subcontractors, or lead generation vendors) comply, at all times, with these “Guidelines” in addition to all relevant email marketing laws.

For the purposes of these “Guidelines”, “Commercial Email” means any electronic mail message with the principal purpose of promoting, directly or indirectly, the sale or distribution of Protect Your Home and ADT’s products or



services to a person's email address (a "Recipient"). A Recipient can be an existing or prospective residential or commercial customer, even if the Recipient has opted into receiving such e-mail messages.

The following examples illustrate how to determine when an email is subject to these "Guidelines".

1. Does the message contain any advertising or promotional content? "Advertising" includes any content that promotes a Dealer/Owner's product or service.

If yes, then the email must comply with these "Guidelines".

2. Does the message contain both advertising and "transactional or relationship" content? (See definition of "transactional or relationship" content at *Section 4* below.)

If yes, the primary purpose is to advertise or promote if:

(a) The Recipient would understand the subject line to mean that the purpose of the email is to promote or sell ADT's products or services (example: the word "Advertisement" is used in the subject line); or

(b) The "transactional or relationship" content does not appear at the beginning of the message.

If either (a) or (b) is true, the email is subject to these "Guidelines".

3. Does the message contain advertising content and content that is neither advertising nor "transactional or relationship" content?

If yes, the primary purpose is to advertise or promote if:

(a) The Recipient would understand the subject line to mean that the message is intended to promote or sell ADT's products or services; or

(b) The Recipient would reasonably conclude that the primary purpose of the message is to promote or sell ADT's products or services (factors to consider include placement of advertising content at the beginning, portion of the message devoted to advertising content, and how such content is highlighted).

If either (a) or (b) is true, the email is subject to these "Guidelines".

4. Does the message contain only "transactional or relationship" content?

If yes, the primary purpose is not to promote or sell ADT's products or services and the email is therefore not subject to these Guidelines.



RPMs must:

A. Provide to DEFENDERS Proof of Compliance with Federal, State, Provincial, and Local Email Marketing Laws and Regulations

- The RPM must provide DEFENDERS with a copy of its policies and procedures demonstrating compliance with applicable law, including the CAN SPAM Act, before it sends to an email address an electronic message that has a primary purpose to promote, directly or indirectly, goods or services offered by or through DEFENDERS (“Commercial Email”) to United States residents.
- The RPM’s policies and procedures must include policies to prevent email marketing from being sent to addresses on the RPM’s internal “Do Not Email List.”
- Each RPM is responsible for knowing the laws applicable to email marketing and to ensure that it and any third party conducting email marketing on its behalf are complying with the relevant laws and regulations.
- DEFENDERS shall be entitled to confirm and audit the RPM’s compliance with these Guidelines, including, but not limited to, the right to audit the RPM’s operations. RPM shall promptly report in writing to DEFENDERS acts or omissions that are not in compliance with these Guidelines.

B. Comply with These Requirements Regarding the Email Address List.

- RPM will take commercially reasonable efforts to ensure that the email addresses on the list(s) to which it will transmit Commercial Email (each, a “List”) have been filtered to remove duplicate addresses, undeliverable or otherwise “bounced” addresses, and addresses that appear to be invalid.
- RPM will not send Commercial Email to persons whose email addresses were gathered in any automated process, harvesting, or screen scraping, or as a result of randomly generated combination of characters.
- Subject to Subsections (a) and (b) of this Section B(3), RPM will, prior to transmitting any Commercial Email to a list, scrub the List against: (i) any list provided directly or indirectly by DEFENDERS for purging (the “ADT Master Email Suppression List”) (as described below or in another manner specified by DEFENDERS, which may change from time to time); and (ii) RPM’s own internal do-not-email list (the “RPM Do Not Email List”). RPM will conduct such purges at the last possible, commercially reasonable, moment but not more than twenty-four (24) hours before the List is sent a Commercial Email. RPM will not transmit a Commercial Email to any address on the ADT Master Email Suppression List or the RPM Do Not Email List.
 - (a) If RPM transmits a Commercial Email in response to an individual’s specific request to receive information by email about goods or services offered by or through DEFENDERS, whether such request is received via internet, telephone, email, or other means, then RPM may send such email without first scrubbing the recipient’s email address against the ADT Master Email Suppression List and the RPM Do Not Email List, as long as RPM sends the email within seven (7) days of the date of the request for information. If RPM



does not respond within seven (7) days of the request, it must scrub the recipient's email address against the ADT Master Email Suppression List (as described below or in another manner specified by DEFENDERS, which may change from time to time) and against the RPM Do Not Email List. RPM will conduct such scrubbing at the last possible, commercially reasonable, moment but not more than twenty-four (24) hours before sending the Commercial Email. If the individual's email address is on the ADT Master Email Suppression List or the RPM Do Not Email List, then RPM will not transmit a Commercial Email to it after the seven (7) day period discussed above.

- (b) Transmission of Commercial Email to a U.S. Federal Communications Commission ("FCC") registered wireless device is prohibited unless the recipient specifically requested that the Commercial Email be sent to such device. If RPM does not respond to the request within seven (7) days, the email address must be scrubbed against the ADT Master Email Suppression List and the RPM Do Not Email List. RPM will conduct such scrubbing at the last possible, commercially reasonable moment, but not more than twenty-four (24) hours before sending the Commercial Email. If the individual's email address is on the ADT Master Email Suppression List or the RPM Do Not Email List, then RPM will not transmit a Commercial Email to it after the seven (7) day period discussed above.
 - (c) The fact that RPM is not required to scrub an email address against the ADT Master Email Suppression List or the RPM Do Not Email List in accordance with Subsections (a) or (b) above, will not relieve RPM of its obligation to comply with the remaining sections of these Guidelines or any applicable law.
- RPM will not (and will not allow others to) attempt to compile or create, sell, remarket, disclose, or use the ADT Master Email Suppression List, the RPM Do Not Email List, or the email address of any person who has opted out of receiving email promoting products or services offered by or through DEFENDERS for any reason other than to comply with these Guidelines and the law.
 - RPM will use due care in connection with its use of the ADT Master Email Suppression List, including following its own security policies and procedures, which RPM represents as complying with applicable laws, rules, and regulations and being no less rigorous than accepted practices in the industry. RPM's policies and procedures to maintain the security, confidentiality, and integrity of the ADT Master Email Suppression List will be consistent with, as applicable, Federal Trade Commission or guidance regarding the safeguarding of personal information. RPM will immediately report to DEFENDERS, and cooperate with DEFENDERS, and DEFENDERS' suppliers and clients, in investigating all actual and suspected breaches, lapses, or vulnerabilities. RPM will also take immediate steps to remedy any such breach, lapse, or vulnerability. Upon the request of DEFENDERS, RPM will cease using the ADT Master Email Suppression List and will, at DEFENDERS' option, promptly return or destroy all copies of it in its possession or control.
 - For each List used by RPM, its employees, contractors, or agents (including, without limitation, lists provided to RPM by a third party), RPM will provide DEFENDERS, upon DEFENDERS' request, a written explanation of the source of the email addresses. For each email address received in connection with a specific request to receive information by email about goods or services offered by or through DEFENDERS, RPM will provide DEFENDERS, upon



DEFENDERS' request, a written explanation of: (i) the source of the email address and the method by which the email recipient asked to receive Commercial E-Mail; and (ii) if applicable, the opt-in and/or opt-out process such email receipt had and has, and the attendant privacy policy, as well as what made such process and policy clear and conspicuous to the consumer.

- Whether a List was compiled by RPM or by a third party, RPM represents and warrants that: (i) it, its agents and its contractors, have full right, title and interest in the List, or have a valid license to use the same, and may lawfully use it to send Commercial Email; (ii) its use of the List will not violate the rights of any third party; and (iii) all email addresses on the List were collected in accordance with all applicable laws, rules, and regulations, and transmission of the Commercial Email to any such address will not violate: (a) any privacy policy applicable to the List or any record contained therein; (b) any representation made to any such individual by RPM or any other party that initially collected the reports contained in the List; (c) any request by any such individual not to receive email from RPM, agent, or contractor; or (d) any applicable law, rule, or regulation.

C. Comply with these Requirements Regarding the Transmission of Commercial Email.

- RPM will not send Commercial Email through open proxies, from email or Internet Protocol ("IP") addresses registered through fraudulent or false pretenses, or through any means in violation of an Internet Service Provider's ("ISP") policies.
- RPM will include complete and accurate transmission and header information in each email, as well as a "from" line that accurately identifies RPM or Protect Your Home as the initiator of the message.
- Upon DEFENDERS' request, RPM will promptly provide a full list of domain names, routing information, and IP addresses that will be, are being, or were used to send Commercial Email. In addition, upon DEFENDERS' request, RPM will promptly provide a written explanation of the transparency of the return domain names and all other information that permits email recipients to identify email senders. If at any time RPMs or a list of owner's IP addresses or domain names are mass-blocked or blacklisted, RPM will inform DEFENDERS immediately in writing.

D. Comply With These Opt-Out Requirements.

- RPM must include in each Commercial Email the opt-out information and mechanism provided by DEFENDERS through PossibleNow and unaltered by RPM.
- If RPM receives a request from a Commercial Email recipient that he or she receive no further emails: (a) referencing DEFENDERS or a DEFENDERS supplier or client; (b) promoting products or services branded under the names or marks of DEFENDERS or DEFENDERS suppliers or clients; or (c) otherwise using DEFENDERS' or its supplier's or client's name, trademark, or service mark, then, within twenty-four (24) hours of receipt of such request, RPM must provide DEFENDERS with the email address of each such recipient as follows:
 1. Provide DEFENDERS with the email address of each such recipient to compliance@defenderdirect.com



2. Provide, as an attachment, a list of email addresses (only) in an Excel spreadsheet, Word document, or a .csv
3. Format of email addresses should not contain any spaces.

E. Comply with These Requirements Regarding the Content of Commercial Email.

- DEFENDERS requires each RPM that chooses to conduct email marketing to submit each proposed Commercial Email to DEFENDERS for approval before such email is sent. THE USE OF ANY NAME, TRADEMARK, SERVICE MARK, OR REFERENCE TO DEFENDERS, DEFENDERS SUPPLIER OR ADT, IN ANY MANNER WITHOUT DEFENDERS' PRIOR WRITTEN APPROVAL IN COMPLIANCE WITH THESE GUIDELINES WHILE CONDUCTING EMAIL MARKETING, IS A VIOLATION OF THESE GUIDELINES AND SUBJECTS THE RPM TO REMEDIES UP TO, AND INCLUDING, TERMINATION OF THE AGREEMENT.
- Each Commercial Email must comply with the following requirements:
 - Each message must be in a format specified by DEFENDERS, which may change from time to time.
 - Each message must be truthful, not misleading, and capable of substantiation.
 - Each message must include a clear and conspicuous statement of the RPM or Protect Your Home's true name and valid postal address.
 - (a) Only use the RPMs proper, legal company name, which must be the legal company name as disclosed to DEFENDERS in the Referral Agreement (e.g. "XYZ Marketing"),
 - (b) Except with DEFENDERS' prior approval as provided in these Guidelines, you shall not use or make reference in any manner to any name, trademark, service mark, or trade name whether directly or indirectly, in any form of email marketing.
 - The "subject" line must accurately reflect the content of the message.
 - If there are South Dakota email addresses on your mailing list and you do not have a business relationship with the South Dakota recipient(s) and their express consent to receive advertising emails from you, then you must place "**ADV:**" as the first four characters of the subject line to such recipients.
 - Each message must clearly disclose that the email is an advertisement.
 - It is the RPMs responsibility to have an attorney for your company review the message for compliance with all federal, state, provincial, and local requirements.

DEFENDERS reserves the right to disallow any Commercial Email that, in DEFENDERS' sole discretion, does not meet the intent and provisions of these Guidelines, or which is deceptive, inaccurate, or not in keeping with a high standard of quality and ethics.



FOR COMMERCIAL EMAILS RELATING TO ADT GOODS OR SERVICES ONLY: If pricing is mentioned in a Commercial Email, RPM must clearly disclose, in the message, exactly as worded, the approved legal disclaimer for United States or Canadian customers:

- **United States Customers:** “Minimum \$99 customer installation charge, your actual installation cost may vary depending on options chosen. Monthly Monitoring Agreement required at \$36.99 per month (\$1,331.64). Form of payments must be by credit card or electronic charge to your checking or savings account. Offer applies to homeowners only. Local permit fees may be required. Satisfactory credit history required. Certain restrictions may apply. Offer valid for new ADT Authorized Dealer customers only and not on purchases from ADT LLC. Other rate plans available. Cannot be combined with any other offer.”

If DEFENDERS authorizes a RPM to send a Commercial Email in which more than one company advertises (and is therefore a “sender” under the U.S. CAN SPAM Act), then the “sender” that must comply with the U.S. CAN SPAM Act is the one that is named in the “from” line, meets the definition of “sender in the CAN SPAM Act, and is in compliance with 15 USC 7704(a)(1), (a)(2), (a)(3)(A)(i), and (a)(5)(A). For RPMs that are senders under this test, compliance means complete compliance with these Guidelines. For other senders, compliance means, among other things, that the sender must

- Scrub against its DNE list before sending the message;
 - Include its opt-out mechanism in the message; and
 - Disclose its postal address in the message.
- All Commercial Emails delivered by RPMs on DEFENDERS’ behalf require written approval from DEFENDERS:
 1. If the email is received and is approved as submitted, the Commercial Email shall remain in the RPM file.
 2. If the email is received and reviewed and is “not approved” it will require revisions, RPM **must** make all required revisions and resubmit the revised version to DEFENDERS for approval before transmitting the Commercial Email to any recipient.
 - RPM understands that DEFENDERS’ review of any Commercial Email shall not relieve RPM of its responsibility to ensure compliance with all applicable laws, rules, and regulations.

F. Comply With These Monitoring and Reporting Requirements.

- Monitoring By DEFENDERS. RPM agrees that DEFENDERS and its suppliers and clients may, in their discretion, monitor RPM’s emailing activities. Without limitation, DEFENDERS or its suppliers or clients may do so through the use of a third-party auditing service.



- Consumer Complaints. RPM will forward an accurate written summary of each oral complaint that it receives from an individual to whom it has sent a Commercial E-Mail to DEFENDERS within two (2) business days of its receipt of such complaint. RPM will forward all written complaints and correspondence that it receives from an individual to whom it has sent a Commercial E-Mail to DEFENDERS within two (2) business days of its receipt of such complaint or correspondence. "Complaint" shall mean any communication that expresses, in any way, dissatisfaction with RPM's Commercial E-Mail or confusion with respect to why the e-mail was received, regardless of whether the RPM believes that it has resolved the complaint or whether it believes the complaint has merit, legal or otherwise. RPM shall submit all complaints and correspondence required under this Section II (F)(2) to DEFENDERS in a form and manner specified by DEFENDERS, which may change from time to time
- Regulatory Inquiries. RPM will notify DEFENDERS immediately in writing of any investigation, litigation, arbitrated matter, claim, or other dispute relating to RPM's email marketing operations or information security or privacy practices.

II. Data Security Requirements

RPM will use due care in connection with the email addresses and other personal information it acquires in the course of its email marketing activities, including following its own security and privacy policies and procedures, which RPM represents as complying with applicable laws, rules, and regulations and being no less rigorous than accepted practices in the industry. RPM's policies and procedures to maintain the security, confidentiality, and integrity of all such information will be consistent with, as applicable, the Federal Trade Commission or Canadian Privacy Commissioner guidance regarding the safeguarding of personal information. RPM will immediately report to DEFENDERS, and cooperate with DEFENDERS in investigating all suspected security breaches, lapses, or vulnerabilities. RPM will also take immediate steps to remedy any such breach, lapse, or vulnerability. {Do we have separate data security guidelines that track the Massachusetts data security law?}

III. Recordkeeping Requirements

In order to assess a RPM's ongoing compliance with the Guidelines and the relevant email marketing laws, DEFENDERS may request records relating to the RPM's email marketing activities at any time. Each RPM is responsible for maintaining such records for at least ten (10) years from the date such record is created. Records to be maintained include, without limitation: (1) details of each Commercial Email campaign, including the List(s) used, the content of the message, the subject and from lines, and the date(s) of transmission; (2) if applicable, the date any individual requests an email communication from RPM or DEFENDERS; (3) a record of unsubscribe requests made by recipients and a record of those requests being forwarded by the RPM to DEFENDERS; (4) the legal name, any other names used, the last known home address and telephone number, and the job title(s) for all current and former employees directly involved in transmitting Commercial Email; and (5) the names and addresses of any email marketing vendors used by the RPM to transmit Commercial Email.

INTERNET MARKETING GUIDELINES

I. Key Word Bid Guidelines

"ADT Brand Keywords" means any keyword or keyword phrase that contains any ADT Security Services, Inc. registered trademark or known variant thereof, e.g. ADT, ADT Alarm, ADT Security, etc.



All RPMs must adhere to the following search engine advertising bid guidelines:

- RPMs may not bid on any ADT Brand Keyword in any search engine advertising.
- RPMs may not outrank the official ADT Corporate paid search listing (which is always identifiable by the display URL www.adt.com or www.ADT.com, or DEFENDERS internal search listings identifiable by the display URLs of www.protectyourhome.com
- If a RPM is out-ranking the official ADT site listing when bidding on any ADT Brand Keyword, it is the responsibility of the RPM to adjust its bid downward in a timely manner not to exceed 24 hours such that it is in a lower position than the official ADT ad.
- In addition to any other remedies available to DEFENDERS, a RPM will be restricted from future bidding on the ADT Brand Keyword, as determined by DEFENDERS in its sole discretion, if it violates the above ranking guidelines.
- General terms such as “home security” or “burglar alarm” or any other word or phrase that does not include “ADT” are allowed and are thus exempt from these bidding restrictions. DEFENDERS encourages RPMs to bid on these non-brand keywords and does not restrict the prices at which they can bid. In all cases of search marketing efforts, the keyword “adt” must be included as a Negative Term to negate broad matching for ADT Brand Keywords. The most recent version of ADT Negative Keywords can be found on DEFENDERS’ Partner portal under Marketing’s creative Library.
- RPMs must adhere to the advertising copy, website and reporting guidelines stated below.
- RPMs will be provided with approved content and website upon request.
- RPMs may not use any DEFENDERS trade names in their URL, including “Protect Your Home,” or “DEFENDERS.”
- RPMs may not link to any DEFENDERS URLs
- RPMs may not republish material from www.protectyourhome.com.
- RPMs may not sell, rent, or sub-license material from www.protectyourhome.com.
- RPMs may not show any material from www.protectyourhome.com in public.
- RPMs may not reproduce, duplicate, edit, redistribute, copy, or otherwise exploit material from www.protectyourhome.com for a commercial purpose.

II. Internet Lead Generation Campaigns



For internet lead generation campaigns, the RPM must provide, in hard copy format, the URL and screenshots of each web page at which a Consumer may complete a lead generation form. In order for a lead form to constitute a valid Opt-In (i.e. consumer expressly request to receive telemarketing calls regarding Protect Your Home ADT product and/or services), the form must:

- a. Identify any/all parties that will be calling the consumer by clearly stating: **“I consent to be called back, including cellular, from Protect Your Home at the phone number(s) provided.”**
- b. Make clear that the call will be regarding Protect Your Home ADT products and/services in that specific order.
- c. “Negative Options” are not permitted – a negative option is when a consumer is deemed to have consented by not taking any affirmative action (for example, a pre-filled check box does not meet the “affirmative action” standard, that is a Negative Option).

III. Advertising Copy Guidelines

The goal of the following Advertising Copy (“Ad Copy”) guidelines is to clearly distinguish online ads by ADT Corporate from ads by RPMs.

When creating Advertising Copy for any online marketing campaign, including but not limited to paid search, the following policy must be adhered to by RPMs:

- The ADT Brand Keywords cannot be used in search ad titles, ad copy or ad descriptions.
- The Ad Copy must not include the word "Official" or in any way insinuate the ad is coming from ADT Corporate.
- If the word “Free” is used in the paid search ad description, then the same ad description must also include the words “\$99 installation fee and purchase of alarm monitoring services.” However, due to character limit constraints “Free” cannot be used in association with “\$99 installation fee and purchase of alarm monitoring services.”
- All URLs and landing pages must be approved by DEFENDERS.
- When listing the "Advertiser Name" on any paid search insertion order or account setup with a search engine or any other web publisher, RPMs must not list ADT as the primary advertiser. DEFENDERS Security Company must be entered as the primary advertiser.

IV. Website Guidelines

All websites referring to ADT and/or Protect Your Home (DEFENDERS) in any way must be submitted to DEFENDERS via fax or e-mail for approval prior to launching. The general advertising rules and regulations apply to website advertising as well as those listed below:

- The use of FREE or ADT in you website domain name is prohibited.



- No links to the Corporate ADT website.
- There must be a page that tells about Protect Your Home
- Website should be primarily for information or further explanation of another form of an offer or service.

Upon approval by DEFENDERS, all RPMs are required to place the approved Protect Your Home logo or ADT logo (dependent upon which they are respectively licensed to use) prominently in the top left corner of the website's homepage and all landing pages.

TELEMARKETING GUIDELINES

Under state/provincial and federal laws the term "telemarketing" is broadly defined and includes any inbound or outbound telephone call, made with the intent to solicit a sale or induce a consumer to purchase goods and/or services and in certain jurisdictions "consumers" may be deemed to include business customers, **ONLY FOR PURPOSES OF COMPLYING WITH THESE GUIDELINES**, the capitalized terms "Telemarket" and "Telemarketing" shall mean making unsolicited outbound telephone calls to non-business consumers (hereinafter "Consumers") with the intent to advertise, offer, solicit a sale or induce a Consumer to purchase ADT products and/or services. Therefore, calling consumers who have expressly asked a Dealer and/or RPM to call them (calling back persons who have "Opted In"), are not deemed to be "Telemarketing" when such calls are made in accordance with the requirements set forth in these Guidelines. Dealers and/or RPMs must familiarize themselves with and comply with all telemarketing laws within their jurisdiction governing calls to businesses.

Compliance with these guidelines are critical. Failure to comply with state/provincial and federal telemarketing laws can result in fines payable by RPM up to \$16K. The intent of these Telemarketing Guidelines is to ensure RPM compliance with all federal and state/provincial laws and regulations governing telemarketing activities including, but not limited to: The Telephone Consumer Protection Act of 1991 and amendments thereto ("TCPA" from the FCC); the Telemarketing Sales Rule and amendments thereto ("TSR" from the FTC); Individual American state telemarketing regulations;

These Telemarketing Guidelines include mandatory requirements:

- That flow down to ADT's Dealers pursuant to a Consent Decree that ADT entered into with the FTC;
- Under federal and state/provincial rules and regulations regarding telemarketing and compliance with federal and state/provincial "Do-Not-Call" ("DNC") regulations; and
- Under ADT's corporate policies, procedures, and best practices, which may in some cases, exceed the federal and/or state/provincial regulations.

I. Requirements for Telemarketing

Before DEFENDERS will approve an RPM and any/or RPM campaigns for telemarketing, the RPM must comply with the following protocols in addition to any other compliance requirements stipulated by DEFENDERS:



- The use of an AutoDialer/Automated dialing system to call Cellular Phones for Telemarketing Purposes is prohibited without first obtaining a consumer's Express Written Consent
- ADT strictly prohibits any "third party telemarketing companies" performing telemarketing services outside of North America. Therefore RPMs are prohibited by DEFENDERS from performing ADT telemarketing campaigns originating outside of The United States of America and Canada
- The use of Prerecorded/Recorded Telemarketing Messages for marketing purposes is strictly prohibited
- Provide to DEFENDERS Proof of Compliance with the Federal, State, and Local Telemarketing Laws and Regulations.
 - a. The RPM must provide DEFENDERS with a copy of its policies and procedures demonstrating compliance with the TCPA and the TSR and state telemarketing regulations in the United States; and the Telecommunications Act, the UTR and provincial consumer protection laws in Canada.
 - b. The RPM policies and procedures must include policies to prevent outbound telemarketing calls from being placed to numbers on the National Do-Not-Call ("DNC") Registry, State/Provincial DNC list, DEFENDERS' Internal DNC list, ADT's Internal DNC list, and the RPM's Internal Do-Not-Call list and any other applicable DNC list.
 - c. The RPM must provide to DEFENDERS proof of the RPM's Subscriber Account Number ("SAN #") used to access the National DNC Registry. RPM is responsible for providing to DEFENDERS evidence of annual renewal of the RPM's SAN #.
 - d. Each RPM is responsible for knowing the state laws and requirements for telemarketing and to ensure that it is complying with the relevant state laws and regulations and must submit proof of compliance with all telemarketing laws and regulations in all areas (states and localities) where the RPM is approved to undertake business as a DEFENDERS RPM.
 - e. Do not transmit pre-recorded telemarketing messages to consumers unless the RPM or DEFENDERS has received express written consent from the consumer to receive such pre-recorded telemarketing messages.

- **Retain A DNC Compliance Service Provider.**

A RPM that telemarkets must use PossibleNow at the end of each calendar month to document all outbound telemarketing calls placed by the RPM to validate compliant calling activities. It is expected by DEFENDERS that RPM must provide documented proof, upon demand, that any calls placed to numbers on any DNC list(s) were permitted based on:



- a. A valid Opt-in or inquiry based Existing Business Relationship (“EBR”);
 - b. An EBR with the person that called that meets legal time requirements for EBR in the state where that person is located;
 - c. Express written consent received by the person called by RPM.
- **Comply With These Requirements Regarding DEFENDERS’ and ADT’s Internal Do-Not-Call Lists.**
 - a. All “Do Not Call” requests must be uploaded to PossibleNow on a routine daily basis according to processes outlined by DEFENDERS.
 - b. All phone lists must be suppressed (scrubbed) through PossibleNow on a weekly basis according to processes outlined by DEFENDERS.
 - **The use of mobile text messaging to transmit any advertisements, offers, or marketing materials is strictly prohibited by these guidelines.**
 - **The use of facsimile machines to transmit any advertisements, offers, or marketing materials is strictly prohibited by these guidelines.**
 - RPMs must submit all telemarketing scripts to DEFENDERS for written approval. The script must be provide the following:
 - Proper disclosure of the identity of the caller- both first name and last name must be fully disclosed.
 - Proper disclosure of the legal name of the RPM and Protect Your Home (DEFENDERS’ licensed d/b/a), as required under applicable law. For example: “ABC Security calling on behalf of Protect Your Home, an ADT Authorized Dealer located in Indianapolis, IN.”
 - RPMs may not use their company’s initials if they are “ADT.”
 - RPMs cannot market, advertise, or in any way give consumers the impression that their company is ADT or are “telemarketing on behalf of ADT.”
 - Proper disclosure of DEFENDERS’, location, local and state, as required under applicable law, including the address and/or phone number whereby the consumer may place a DNC request in writing or verbally.
 - Proper disclosure that the purpose of the call is to offer, to promote, or to sell ADT products and/or services.



- If pricing is discussed during the telemarketing call, RPM must clearly disclose during the call, exactly as worded, the approved legal disclaimer, as outlined previously in this document and cannot advertise its “usual” or “customary” price as a sale price verbally.

III. RPMs handling inbound Telemarketing calls (“Opt In”)

If a RPM’s telemarketing activities *ONLY* consist of returning calls to consumers who have expressly requested or “Opted In,” directly or indirectly through an approved advertisement or marketing lead generation company, that the RPM call the consumer about ADT products/services (such requests to be called are referred to as “Opt-ins” or “EBR Inquiry” calls), *AND* the RPM only calls such consumers within thirty (30) calendar days from the date of the initial consumer request, the RPM qualifies under these Guidelines as a RPM who is a Non-Telemarketing RPM.

As a Non-Outbound Telemarketing RPM responding to “Opt Ins” the following applies:

- Place all return calls within seven (7) calendar days of the date of the Consumer’s request to be called. If the calls are returned after the initial seven (7) calendar day period, the RPM must scrub those telephone numbers against the ADT Internal DNC List every week via DEFENDERS’ scrubbing protocols, on the same day of the week and may only call such scrubbed (not blocked) numbers a maximum of thirty (30) calendar days from date of receipt of the initial consumer request (opt-in). The RPM may not return any of these consumer calls if that consumer has subsequently requested not to be contacted by the RPM, DEFENDERS, *OR* if that consumer’s telephone number appears on the ADT Internal DNC List. The RPM should scrub against all federal and applicable state/provincial DNC lists at a minimum of every thirty (30) days. All RPMs are responsible for obtaining all required DNC lists and paying any applicable fees. No calls should be made more than thirty (30) calendar days from the date of the Consumer’s request to be called. The RPM must maintain records evidencing the consumer’s initial request (i.e., “Inquiry EBR” or “Opt-In”) for a minimum of six (6) years. DEFENDERS may request copies of these records to assess RPM’s ongoing compliance with these Guidelines and applicable telemarketing laws.
- **ADT Internal Do-Not-Call List Requirements.**
Within 24 hours of receipt of a DNC request, the RPM must submit the telephone number, including area code, and name of all consumers who have requested that they receive no further calls to DEFENDERS via PossibleNow.

III. Recordkeeping Requirements

In order to assess a RPM’s ongoing compliance with the Guidelines and the relevant telemarketing laws, DEFENDERS may request at its discretion, and RPM shall fully cooperate in providing, all records relating to the RPM’s telemarketing activities at any time.

RPMs are also required to submit any telemarketing complaints received by consumers within one (1) business days of the RPM’s receipt of the complaint. Any written complaints must be provided to DEFENDERS within the same time period and RPM should make best efforts to obtain and provide DEFENDERS:

- The consumer’s telephone number associated with the complaint;



- The date and time of the call generating the complaint;
- The Caller ID that was transmitted on the call [by RPM];
- Any other information related to the complaint that could aid resolution.

The RPMs are required to cooperate with DEFENDERS to investigate and resolve the complaint. RPMs are responsible for maintaining such records for six (6) years from the date of such record is created.

The following records must be maintained in the above described manner and the record keeping requirements apply to all RPMs regardless of whether they choose to Telemarket and without consideration of how a consumer's inquiry was received, and RPMs must provide any such records to DEFENDERS within five (5) business days from the date of DEFENDERS' request.

- Copies of all advertising, brochures, telemarketing scripts, and promotional materials;
- Outbound call records, including a record of the telephone numbers used (displayed to consumer caller id and called from is different).
- For any prizes offered by the Dealer valued at over \$25.00, the name and last known address of each prize recipient and the prize awarded; The name and last known address of each Dealer customer, the Dealer's goods or services that were shipped or provided to that customer; the date such goods or services were shipped or provided; and the amount paid by the customer;
- The name, last known home address, and telephone number of all current and former telemarketing employees;
- Records providing verifiable authorizations, express informed consent, or express agreement in writing as required to be provided or received by the Dealer under the TSR and TCPA;
- Records of consumers' requests for information ("Inquiry EBR") about the Dealer's good or services that permit the Dealer to call the consumer;
- Records supporting any existing business exemptions, opt-ins, or other support to justify calls made to numbers on any DNC list;
- Records related to any complaints received in which the complainant alleges that the Dealer (or a third party engaged by the Dealer) engaged in any inappropriate calling activity (e.g., was rude, abusive, etc., or violated any telemarketing rules, regulations, or laws);
- Records demonstrating payment of any necessary fees, subscriptions, and/or registrations required to access DNC lists under federal and/or state/provincial law;
- Records regarding call abandonment rates for all calls placed to consumers. Any other record or document that the Dealer provides to ADT as part of the Dealer's compliance with these Guidelines.



PRINT DIRECTORY GUIDELINES

RPMs **may not** advertise in any print directories **without prior written approval from DEFENDERS**. Print directories include, but are not limited to:

- Yellow Pages
- Yellowbook
- CityGrid
- DEXKnows
- Whitepages

Guidelines are as follows:

- Clear identification of your company name
- Copy to convey that you are an ADT Authorized Dealer
- Full legal disclaimer and license info if any reference to “Free,” or “No Cost” system is included in your advertisement
- Dealer name use for alphabetical placement (i.e., not “ADT — XYZ Security”)

In the event that an RPM does advertise in a print directory without approval, the RPM is required to redirect those phone numbers to DEFENDERS, and will not receive commission from resulting installations you may be subject to a penalty of a \$25,000 fine and required to transfer the phone line to ADT for any advertisement placed without prior Marketing approval

ADDITIONAL MEDIA CHANNELS GUIDELINES

RPMs are not permitted to advertise Shared Mail spaces without written approval from DEFENDERS:

ANNUAL RENEWAL GUIDELINES

All RPM advertising must be recertified annually. It is the RPMs sole responsibility to insure that all marketing pieces have a written approval acquired within the last year.

APPROVED LOGOS AND DISCLOSURES

I. Approved Logos

All ADT-branded pieces must include the Protect Your Home logo, which may not be altered in any way. The most recent version can be found on DEFENDERS’ Partner Portal under Marketing’s Creative Library.



II. Approved ADT Disclaimer

The ADT disclaimer with Protect Your Home licensing information is required on all pieces and may not be edited. The most recent version can be found on DEFENDERS' Partner Portal under Marketing References.