

# **Electronic Security Association, Inc. Code of Ethics and Standards of Conduct**

Amended June 23, 2014 by the Board of Directors

Members of the Electronic Security Association (“ESA”) are committed to serving the public with high quality products and services that help protect lives and property through the detection and notification of certain events. The ESA Code of Ethics and Standards of Conduct (collectively the “Code”) is intended to assist ESA members and their employees in providing these products and services to the public in a highly ethical manner.

This Code is intended to provide guidance for ESA members in the ethical conduct of business. ESA expects its Members to meet or exceed the guidelines set forth in this Code. Members are encouraged to implement policies and procedures that provide the highest standards of quality and consumer protections. In addition, if there is a conflict between this Code and any state, federal, and/or local rule or regulation, the controlling rule or regulation supersedes this Code. Members should interpret this Code as broadly as possible to protect all impacted groups to the greatest extent possible.

This Code is binding on all members of the ESA. Failure to comply with this Code may result in disciplinary action, including but not limited to termination of ESA membership. Members are required to respond truthfully and accurately to all inquiries made by ESA during an investigation into a potential violation of this Code.

## **Code of Ethics**

In providing products and services for consumers, conduct of the ESA member impacts (1) potential and existing customers; (2) public emergency response agencies; (3) their employees and other paid Representative (as defined herein); and (4) the general public. Members are required to comply with all applicable federal, state, and local laws and regulations, including licensing requirements. In addition, ESA members will take all appropriate steps to adhere to the following principles as they apply to each of these impacted groups.

### **Potential and Existing Customers**

Members acknowledge that their customers' safety and security is their reason for being in business. Members shall treat each potential and existing customer with respect. Members shall engage in marketing and advertising in a non-deceptive manner, and in accordance with the laws and regulations of the Federal Trade Commission ("FTC") and all other applicable federal, state, and local laws and regulations.

### **Emergency Response Agencies**

Members shall endeavor to reduce the rate at which emergency agencies respond to non-emergency occurrences by adopting industry recognized best practices for installing, servicing and monitoring of electronic life safety and security systems.

### **Representatives**

Members acknowledge that it is through their employees and other Representatives that they are able to deliver products and services to customers, thereby creating, sustaining and developing their businesses. Members shall provide adequate training and supervision to employees and implement disciplinary measures for employees that fail to comply with this Code. Moreover, Members shall require other Representatives to implement appropriate and effective controls —whether they are independent contractors, agents, dealers, etc.—through contracts, agreements, and other formal processes and procedures. In no circumstance may a Member structure a relationship with a Representative or third party who markets, sells, or services electronic life safety and security systems for the purpose of avoiding application of the Code to the Member's customers.

### **General Public**

ESA desires that its Members and their Representatives (1) conduct their business dealings with the highest standards of integrity and professionalism, (2) act as reasonable and responsible citizens in the communities in which they operate, and (3) positively and ethically promote the industry to the general public.

# Standards of Conduct

## Purpose

These *Standards of Conduct* are to provide guidance for member companies in conducting their activities in the spirit of honesty toward consumers, specifically with integrity and fair competition. Adherence to this Code will promote best practices which foster consumer protection, and also preserve the integrity and reputation of the entire electronic life safety and security industry.

## Representative Defined

The term “Representative” includes employees, independent contractors, agents, dealers, dealer networks, associates, and other entities and individuals who market or sell electronic life safety and security products and services on behalf of a Member, regardless of the underlying legal arrangement between the Member and the Representative. The term Representative is to be construed broadly and Members may not structure arrangements with third parties for the purpose of circumventing the Code with respect to the accounts serviced or owned by a Member.

For example, but in no way limiting the definition of a Representative, a Member may not agree to purchase accounts from a non-member for the purpose of acquiring accounts that were not generated in conformance with the Code. Similarly, a Member may not disclaim a legal relationship with a Representative or other third party for the purpose of circumventing the Code.

## STANDARD 1 - RELATIONSHIP WITH CONSUMERS

### 1.1 Identification of Representatives

Members shall require their Representatives to:

- 1.1.1 Carry an accurate photo identification card with company affiliation when meeting customers or potential customers in person, and show it to any consumer who asks to see identification;
- 1.1.2 Truthfully and clearly identify themselves by name, their company by name, and the purpose of their solicitation to the potential customer at the initiation of a sales presentation, without request from the consumer and before entering the consumer’s premises;
- 1.1.3 Not generically identify themselves as being from “the alarm company” or “the security company”; and
- 1.1.4 Be properly licensed and registered in compliance with all applicable laws, ordinances and regulations.

### 1.2 Consumer Respect

Members shall require compliance with the following practices:

- 1.2.1 Representatives shall only make telephone contact with consumers during the hours of 8 a.m. to 9 p.m. in the applicable time zone (or as otherwise limited by applicable law) and shall only make in-person contact with consumers in conformance with any applicable laws;
- 1.2.2 Representatives shall discontinue a sales presentation and immediately leave the premises upon the request of a consumer;

- 1.2.3 Representatives shall not approach a consumer's premises if a "No Solicitation", "No Trespassing" or similar sign is posted;
- 1.2.4 Members and their Representatives shall comply with all applicable laws that prohibit or regulate solicitations, including honoring all applicable do-not-call lists and all other requests not to be called, contacting consumers electronically in conformance with the CAN-SPAM Act, and honoring requests not to receive additional emails or faxes for or on behalf of a consumer; and
- 1.2.5 Representatives shall not remove another company's alarm equipment or signage from the customer's property.

### **1.3 Deceptive or Unlawful Business Practices**

Members shall prohibit their Representatives from engaging in deceptive, misleading, unlawful, or unethical business practices, including but not limited to falsely stating or implying any of the following to a potential customer:

- 1.3.1 That a competitor company is going out of business or is in financial difficulty;
- 1.3.2 That a competitor company does not exist;
- 1.3.3 That a competitor company is changing or has changed its company name;
- 1.3.4 That the Representative's company is acquiring, merging with, has been taken over, or is part of a competitor company;
- 1.3.5 That the Representative is a representative or agent for, is acting on behalf of, or is otherwise acting with the consent or approval of a competitor company;
- 1.3.6 That the Representative's company is the "sister" company of a competitor company;
- 1.3.7 That the Representative represents or is affiliated with an equipment manufacturer, vendor or service provider, unless such entity has granted written permission to do so;
- 1.3.8 That the Representative's company manufactures the equipment used by a competitor company;
- 1.3.9 That the Representative's company is performing routine maintenance on a competitor company's equipment;
- 1.3.10 That any change proposed during a sales solicitation is an "update" or "upgrade" of an existing system when such a transaction requires an agreement with a person, company, or entity different than the consumer's existing alarm system or alarm monitoring service agreement;
- 1.3.11 That the Representative's company, or any other entity, is "taking over" the monitoring of a competitor company's accounts or has purchased the customer's account from a competitor company;
- 1.3.12 That a competitor company is not, or has stopped, monitoring the alarm system for that person, residence, or business;
- 1.3.13 That a competitor company will no longer be able to monitor or service the alarm system for that person, residence, or business;

- 1.3.14 That the manufacturer or provider of the existing alarm system in the consumer's home prefers or recommends that the consumer switch to or use a specific or different alarm monitoring service; and 1.3.15 That the Representative or the Representative's company is affiliated with, has the endorsement of, or is in any manner acting at the direction of, any governmental or law enforcement agency.

Furthermore, Members shall prohibit their Representatives from:

- 1.3.16 Misrepresenting the capabilities of their products or services;
- 1.3.17 Misrepresenting the capabilities or lack thereof of the consumer's existing alarm system or alarm monitoring service;
- 1.3.18 Quoting statistics or providing other information that is known to be false or misleading, or which the Member has not made a reasonable effort to objectively quantify or substantiate; and
- 1.3.19 Utilizing another company's trade secrets, confidential information or proprietary information, including utilizing another company's customer lists without that company's prior written consent.

#### **1.4 Contracting with Customers**

Members shall require compliance with the following:

- 1.4.1 When contracting with potential or existing customers, Members shall require their Representatives to use written materials, which clearly and conspicuously set forth both the Member's and customer's rights and obligations;
- 1.4.2 Members and their Representatives shall clearly and conspicuously disclose all material terms and conditions of the offer before obtaining a customer's consent;
- 1.4.3 Members shall train their Representatives with respect to the terms and conditions of the contract so that a customer's questions can be adequately answered at or prior to signing the contract; and
- 1.4.4 Members shall require their Representatives to provide a copy of the contract with the customer immediately upon execution, either in paper or electronic form, as appropriate.

#### **1.5 Refunds**

- 1.5.1 Refund policies, including termination fees, shall be clearly and conspicuously disclosed to customers or potential customers prior to the sale of any product or service;
- 1.5.2 Members shall honor all refunds for customers in accordance with their stated refund policies; and
- 1.5.3 Upon request, Members shall provide customers a written termination fee calculation and state the information upon which they base the calculation.

#### **1.6 Privacy**

- 1.6.1 Members who collect personal information from consumers shall implement a privacy policy that discloses their practice of data collection, usage and sharing;

- 1.6.2 Members shall disclose the privacy policy in a clear and conspicuous manner when accepting a consumer's personal information. For example, every request for a consumer's personal information should include the disclosure of the Member's privacy policy in print or by reference to the privacy policy on the Member's website; and
- 1.6.3 Members shall have technical and management controls in place to comply with all applicable laws and regulations on the protection of personal information.

## **STANDARD 2 - RELATIONSHIP WITH EMERGENCY RESPONSE AGENCIES**

Members shall require compliance with the following:

- 2.1 Members and their Representatives shall comply with all applicable alarm ordinances;
- 2.2 Members and their Representatives shall encourage customers to comply with all applicable alarm ordinances;
- 2.3 Members and their Representatives shall train customers in the proper use of the Members' products and services and provide customers with an instruction manual;
- 2.4 Members and their Representatives shall provide reasonable cooperation to customers and emergency agencies to remedy an alarm system identified as creating non-emergency dispatches; and
- 2.5 Members shall encourage participation in, or cooperation with, industry-recognized programs designed to reduce non-emergency dispatches.

## **STANDARD 3 - RELATIONSHIP WITH OTHER PROVIDERS OF ELECTRONIC LIFE SAFETY AND SECURITY PRODUCTS AND SERVICES**

Members shall require compliance with the following:

- 3.1 Representatives shall not use misleading or unsubstantiated comparisons between companies; and
- 3.2 Representatives shall not unfairly or falsely denigrate any company, business or product, directly or by implication.

## **STANDARD 4 - RELATIONSHIP WITH REPRESENTATIVES**

Members shall engage in the following:

- 4.1 Members shall develop and utilize training, policies, and procedures that promote on-the-job safety;
- 4.2 Members shall provide training and supervision to all Representatives sufficient to allow them to perform their duties in a high quality and highly professional and ethical manner;
- 4.3 Members shall provide training to all Representatives sufficient to ensure that they engage in non-deceptive marketing and advertising; and
- 4.4 Members and their Representatives shall comply with all equal employment opportunity laws.

## **STANDARD 5 - RELATIONSHIP WITH THE GENERAL PUBLIC**

Members shall require compliance with the following:

**5.1** Members and their Representatives shall comply with all federal, state and local laws and permits governing the type of services offered to the general public in the jurisdiction in which they are conducting their business;

**5.2** Members and their Representatives shall handle all hazardous materials in compliance with all applicable environmental laws; and

**5.3** Members whose Representatives operate motor vehicles in the performance of the Member's business shall establish policies and procedures that encourage safe and courteous driving.

### **ADDITIONAL REQUIREMENTS**

#### **Compliance**

Members shall implement an effective program for complying with this Code which includes adopting and enforcing appropriate policies and procedures to prevent activities proscribed by this Code. Compliance programs should include (a) requiring compliance with this Code as a material obligation in any written contract for the engagement of any Representative, (b) refusing to purchase or acquire alarm monitoring accounts that were sold or generated using practices prohibited under this Code, (c) conducting effective and ongoing training and education of all Representatives on the requirements of this Code, (d) maintaining processes to effectively collect and investigate complaints alleging violations of this Code, (e) responding promptly to all such complaints and undertaking corrective actions, and (f) enforcing this Code through appropriate internal disciplinary procedures and actions.

#### **Prompt Investigation**

If any consumer alleges that a Representative offering the products or services of a Member has engaged in improper conduct, the Member shall promptly investigate the allegation. If a violation of this Code is identified, the Member shall appropriately discipline the offending Representative, and take further steps, as necessary, to address the consumer's concerns.

#### **Publication**

The Association will publicize the existence of this Code. Members are encouraged to advertise compliance to this Code, and to make customers and potential customers aware of such compliance. Members and their Representatives are encouraged to post this Code on their external websites.

#### **Acknowledgement**

Each member shall certify to the Association that they have read and understand the Code of Ethics and Standards of Conduct and, by virtue of remittance of membership dues, are in compliance with the Code of Ethics and these Standards of Conduct.

# Electronic Security Association, Inc.

## Complaint Review Procedure

Approved May 19, 2010 by Executive Committee

### **INTRODUCTION**

**Overview:** The policies contained in this Complaint Review Procedure (“Procedure”) represent the Electronic Security Association’s (“ESA”) process for reviewing Member and Consumer initiated complaints under the Code of Ethics and Standards of Conduct (“Code”).

Section 1 refers solely to ESA’s preliminary review of Consumer initiated complaints, and provide both a screening mechanism for complaints and a forum for resolving consumer complaints. Section 1 allows ESA staff to reject complaints for certain administrative reasons and to require additional information be provided. Only if the complaint cannot be resolved will it be forwarded on to an ESA subcommittee for resolution (in the same fashion as a Member complaint under Sections 2, 3, and 4).

Sections 2, 3 and 4 cover both Member and Consumer initiated complaints and provide a mechanism for ESA to sanction Members who do not abide by the Code. The procedure involves an initial determination by a subcommittee appointed by the President (Section 2). If the subcommittee determines that a violation has been committed, it forwards the complaint to the full Board of Directors which takes evidence and makes a finding (Section 3). The Board of Directors may then impose a sanction pursuant to Section 4.

**Filing a Complaint:** The first step for Consumers and Members in filing a complaint with ESA is to fill out Complaint Form. All complaints must be submitted on the designated Complaint Form. ESA will not process complaints received by phone, electronic mail, or in any format other than the designated Complaint Form.

The Member Complaint Form and Consumer Complaint Form are each available on ESA’s website at [www.ESAweb.org](http://www.ESAweb.org). Hard copies of the Complaint Forms can be obtained by calling the ESA office at 214-260-5970.

**Content of Complaints:** All complaints must relate to one or more specific ESA Standards of Conduct

Completed Member and Consumer Complaint Forms must include detailed information describing the complaint, including a copy of any relevant documentation. For example, if the complaint relates to a Member’s marketing practices, relevant marketing materials and/or the names of company representatives who allegedly engaged in deceptive marketing should be provided, if possible. If the complaint relates to a Consumer billing dispute, a copy of the relevant bill should be included.

**Scope of Disciplinary Action/ESA Authority:** Complaints may result in suspension or termination of membership in ESA. It is ESA’s policy to forward a copy of all actionable complaints to the respective Member; ESA will work on behalf of both Consumers and Members to resolve complaints. However, ESA is a non-governmental organization without enforcement authority. As such, ESA does not have the ability to enforce requests for refunds or compel a change in commercial practices.

It is the intent of the ESA Board to ensure compliance with all Standards of Conduct. Any member or consumer who believes that a Standard of Conduct has been violated may file a formal complaint.



## **SECTION 1: INITIAL REVIEW OF CONSUMER INITIATED COMPLAINTS**

This Section describes ESA's preliminary internal process for handling all complaints received by Consumers regarding the marketing practices of, or services provided by, an ESA Member.

In the context of this Section, the term "Consumer" refers to: (1) individuals who have complaints about Member marketing practices, and/or (2) those who have purchased services from a Member.

If a Consumer initiated complaint relates to a service or billing dispute, the Consumer must first attempt to resolve the complaint directly with his or her service provider. If the dispute is not resolved within 45 days of a request for resolution, ESA will review the matter. ESA will not review complaints related to service or billing disputes until the 45 day period from request for resolution has expired.

### **1. Initial Review of Consumer Complaints**

All submitted Consumer Complaint Forms are initially reviewed by an ESA staff member for adequate substantiation and compliance with these Procedures. This review focuses on four elements:

1. whether the Complaint Form relates to a Standard of Conduct, the violation of which could result in disciplinary action against a Member;
2. whether the passage of time since the alleged violation requires that the complaint be rejected;<sup>1</sup>
3. whether the Complaint Form adequately describes and substantiates the alleged violation such that investigation and potential disciplinary action can proceed; and
4. whether there is reasonable cause to believe that the complaint is justified, considering the proof available.

The ESA staff member will endeavor to make this initial determination within 30 days of receipt of the Consumer Complaint Form. However, this period of initial review may be extended for the purpose of reviewing and comparing multiple similar complaints regarding a Member or for other administrative reasons.

#### **a. Complaint Clarification or Rejection.**

If the ESA staff member determines that additional information is needed to clarify or substantiate a potentially actionable complaint, ESA will request additional details from the Consumer. This additional documentation must be received within 45 days of the mailing date. If the consumer fails to respond within the allotted 45 days, the complaint will be dismissed and may not be resubmitted.

If a complaint is rejected, the Complaint Form will be returned to the Consumer. Consumers may resubmit complaints, including additional clarification or documentation, at any later date. However, ESA will typically continue to reject a complaint where no additional useful details are provided. Resubmitted Consumer Complaint Forms will be reviewed by ESA staff.

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<sup>1</sup> Although a statute of limitations in a given state may guide ESA's determination as to whether a complaint is made beyond a reasonable time, ESA's review is not bound by a state statute of limitations; ESA staff may determine that a complaint has been filed after too much time has passed based on considerations of fairness, availability of evidence, and delay by the complainant. Delay caused by the Member is not a basis for dismissing a complaint on timeliness grounds.

**b. Complaint Acceptance.**

If a Consumer complaint is accepted for review, ESA will forward a copy of the Consumer Complaint Form and all submitted documentation to the Member and request a resolution of, or response to, the complaint within 45 days of the mailing date. If the Member fails to respond, such failure will be construed as an admission of all facts set forth in the Consumer Complaint Form. The Member response must include a full response to each element of the complaint and a copy of any documents relevant to the resolution of the complaint. ESA may request additional information to supplement a Member response.

**2. Review of Member Response and Decision on Referral.**

Once the Member response is received, the ESA staff member will determine whether the response adequately refutes or resolves the complaint, and whether further review and potential disciplinary action is required or warranted. In making this determination, the ESA staff member may consider the history of complaints received regarding the Member and the nature of complaint at issue, among other factors.

**a. Determination of Resolution.**

If the ESA staff member determines that a complaint has been adequately addressed or resolved, such that no further investigation or potential disciplinary action is required or warranted, the Consumer will be notified of this decision and the basis for ESA's determination.

The Consumer may appeal ESA's determination of resolution within 30 days of the mailing date on the following grounds: (1) the complaint has not been resolved as represented by the Member, or (2) the Member has continued to engage in conduct which constitutes a potential violation of the Standards of Conduct. Consumer appeals will be reviewed by the Complaint Review Subcommittee (pursuant to Section 2).

**b. Decision to Refer for Investigation and Potential Disciplinary Action.**

If the ESA staff member determines that the complaint has not been adequately refuted or resolved, the complaint shall be referred to a Complaint Review Subcommittee (pursuant to Section 2) for further review and potential disciplinary action. Multiple complaints against the same Member may be aggregated for collective review by the Complaint Review Subcommittee.

**SECTION 2:  
COMMITTEE REVIEW OF MEMBER AND CONSUMER INITIATED COMPLAINTS**

For each complaint (1) received from a Consumer pursuant to Section 1 that has been referred to a Complaint Review Subcommittee, and (2) for any Complaint received from a Member that the President has determined is complete, the President shall convene a subcommittee of the Board, known as The Complaint Review Subcommittee ("Subcommittee"). The Subcommittee shall be comprised of at least three ESA Board Members.

**a. Investigation.**

The subcommittee will receive a copy of the relevant Complaint Form and Member response. The Subcommittee is authorized to conduct an investigation into specific facts or circumstances to whatever extent is necessary in order to clarify, expand, or corroborate the information provided in the relevant Complaint Form, and in order to assist the Subcommittee in making a determination as to whether charges (and, if so, what charges) against the Member should be brought.

The Subcommittee may go beyond the scope of the original complaint in the course of its investigation where the Subcommittee believes that a broader inquiry is warranted. The Subcommittee may be assisted in the conduct of its investigation by ESA staff, legal counsel, and/or outside experts. Both the Consumer or Member who issued the complaint and the Member who is the subject of the charge may be contacted by the Subcommittee or its agents for additional information with respect to the complaint. In addition, the Subcommittee or its agents may contact such other individuals who may have knowledge of the facts and circumstances surrounding the complaint.

All investigations and deliberations of the Subcommittee are to be conducted in strict confidence to the extent possible, except that the Subcommittee shall be permitted to disclose any relevant information when compelled by law or to parties essential to the review and investigation of the alleged misconduct. All investigations and deliberations of the Subcommittee shall be conducted objectively, without prejudgment of any kind. An investigation may be directed toward any aspect of a complaint that is relevant or potentially relevant.

**b. Finding of Violation.**

Upon completion of its investigation, the Subcommittee shall determine by majority vote, upon a preponderance of the evidence, whether the Member should be charged with a violation of the Code. If the Subcommittee concludes that charges should be brought, it shall prepare, in consultation with ESA's legal counsel, written charges and a written report explaining the alleged aggrieved conduct and why such conduct may constitute grounds for disciplinary action. This report shall be presented by ESA's legal counsel to the Board, along with the record of the Subcommittee's investigation and deliberation.

**c. Finding No Violation.**

If the Subcommittee determines (i.e., a majority of the Subcommittee does not vote to find a violation) that the Member should not be charged with a violation, the complaint is dismissed. The Subcommittee shall prepare a letter to the Member and complainant stating the Subcommittee has determined that the Member should not be charged.

**SECTION 3:  
BOARD HEARING AND DETERMINATION OF VIOLATION**

**a. Prehearing Procedure.**

If the Subcommittee recommends that charges be brought, the ESA President shall notify the Member to be charged and send the Member a copy of the charges and the Subcommittee's report, along with these Procedures and at least 60 days advance notice of the date and time of the Board hearing to consider the charges. The accused Member shall also be advised that he or she has the right to submit information or arguments contesting the charge in person or in writing, as determined by the Board, and to review evidence to be presented at the hearing. If the Board determines that the affected Member's hearing shall be conducted with the Member present, and the Member elects to be present at the Board hearing, the Member shall notify the Board of this intent no later than 30 days prior to the scheduled Board meeting, and shall declare at this time whether the Member will be represented at the hearing by legal counsel (at the Member's sole expense).

**b. Hearing Procedure.**

If a violation is found and sanctions are recommended by the Subcommittee, the Board shall review the recommendations of the Subcommittee and conduct a hearing to review the charges. The ESA President shall preside and make evidentiary and other procedural rulings with the advice of ESA's legal counsel. If a hearing is held with the Member present, the President shall, in his or her discretion, determine the rules of evidence and for oral presentations by the parties, as advised and approved by ESA's legal counsel. Written statements may be accepted as evidence. If witnesses appear, they shall be subject to cross-examination. ESA's legal counsel shall act as "prosecutor" during the hearing by

presenting the case for charging the accused Member. The Member may be accompanied and represented by legal counsel at all times, at the Member's sole discretion and expense.

**c. Board Decision.**

The Board may accept, reject, or modify the Subcommittee's determinations with respect to the determination of a violation. If the Board agrees by the affirmative vote of not less than a majority of a quorum that a violation has occurred, upon a preponderance of the evidence, then the determination and imposition of a sanction shall be promulgated by written notice to the affected Member, as well as to the Consumer or Member who filed the complaint. If the Board determines that a violation has not occurred, then the complaint shall be dismissed, with written notice thereof provided to the affected Member, as well as to the Consumer or Member who filed the complaint. The decision of the Board shall be final.

All examinations of the record by, and deliberations of, the Board are to be conducted in strict confidence to the extent possible, except that the Board shall be permitted to disclose any relevant information when compelled by law. All examinations of the record and deliberations of the Board shall be conducted objectively, without prejudgment of any kind.

**SECTION 4:  
SANCTIONS & RESIGNATION**

One or more of the following sanctions may be imposed by the Board upon a Member whom the Board has determined to have violated the Code. The sanction applied must reasonably relate to the nature and severity of the violation, focusing on reformation of the conduct of the affected Member and deterrence of the same or similar conduct by others. In order of severity, the sanctions are:

1. Written reprimand to, or censure of, the Member;
2. Suspension of the Member from membership in ESA and all associated privileges, including participation on the ESA Board of Directors or any committees of the ESA; or
3. Permanent expulsion of the Member from membership in the ESA and all associated privileges, including participation on the ESA Board of Directors or any committees of the ESA.

For each of these sanctions, a written summary of the determination and the sanction, along with the Member's name, may be published, in the sole discretion of the Board, in a printed or electronic medium that is distributed to all ESA members.

If a Member who is the subject of a complaint voluntarily resigns (in writing) from his or her membership in ESA at any time during the pendency of a complaint under these Procedures, the complaint shall be dismissed by the Board of Directors.

**Electronic Security Association, Inc.**  
**Consumer Complaint Form**

Approved May 19, 2010 by Executive Committee

**Instructions to Individuals Completing this Complaint Form**

**\* Please Read These Instructions Before Proceeding \***

- A.** This Consumer Complaint Form ("Complaint Form") is supplied by the Electronic Security Association ("ESA") to consumers who want to submit a Formal Complaint regarding the conduct of an ESA Member. In the context of this Complaint Form, the term "Consumer" refers to: 1) individuals who have complaints about Member marketing practices, and/or 2) those who have purchased services from a Member.
- B.** All complaints must relate to one or more specific ESA Standards of Conduct. ESA does not review or consider complaints arising from an employment dispute with a Member.
- C.** If this complaint relates to a service or billing dispute, you must first attempt to resolve the complaint directly with your service provider.
- D.** If the dispute is not resolved within 45 days of a request for resolution, ESA will review the matter. ESA will not review complaints related to service or billing disputes until the 45 day period from request for resolution has expired.
- E.** It is ESA's policy to forward a copy of all substantiated Complaint Forms to the accused Member; ESA will work on behalf of both Consumers and Members to resolve complaints. However, ESA is a non-governmental organization without enforcement authority. As such, ESA does not have the ability to enforce requests for refunds or compel a change in commercial practices.
- F.** To start the Formal Complaint process, each Consumer must complete this Complaint Form and send it to:

ESA Consumer Complaint Department  
6333 North State Highway 161, Suite 350  
Irving, TX 75038

- G.** Consumer Complaint Forms must include detailed information describing the complaint, including a copy of any relevant documentation. For example, if the complaint relates to a Member's marketing practices, relevant marketing materials and/or the names of company representatives who allegedly engaged in deceptive marketing should be provided, if possible. If the complaint relates to a Consumer billing dispute, a copy of the relevant bill should be included.
- H.** No complaint shall be considered complete until ESA receives all required documentation, which includes: (1) the completed Complaint Form, (2) all applicable supplemental information requested on the Complaint Form, and (3) all documentation and other information requested in writing by ESA. Incomplete Complaints Forms will not be reviewed by ESA. In addition, anonymous complaints and/or trivial complaints are not permitted and will not be reviewed by ESA.
- I.** Consumers must review the ESA Standards of Conduct before and during the preparation of a complaint in order to understand the organization's procedures and standards. The above documents may be found on ESA website.
- J.** Consumers are responsible for all costs associated with the filing of a complaint and all personal costs related to their involvement in the complaint process.

**1. Please print in ink or type the following information. PLEASE NOTE THAT IF YOUR COMPLAINT IS ACCEPTED, YOUR NAME AND THE CONTENTS OF THIS COMPLAINT FORM WILL BE DISCLOSED TO THE MEMBER.**

**A. Consumer Information**

Name (Your Name): \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone number: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

E-mail address: \_\_\_\_\_

**B. Information regarding the Member against whom the complaint is filed. The entity must be an ESA Member. A list of ESA members can be found at [www.alarm.org](http://www.alarm.org).**

Entity: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail: \_\_\_\_\_

*Nature of the Alleged Violation*

**2. List all steps you have taken to resolve the issue with the Member prior to the submission of this Complaint Form.**

**\*\* As a reminder, if this complaint relates to a service or billing dispute, you must first attempt to resolve the complaint directly with your service provider. \*\***

If the dispute is not resolved within forty-five (45) days of a request for resolution, ESA will review the matter. ESA will not review complaints related to service or billing disputes until the forty-five (45) day period from request for resolution has expired. Please provide a dated copy of your request to the service provider for resolution, along with any response from the provider. If contact with the service provider was made by phone, please indicate the date of the call and provide a summary of the conversation.

**3. Provide a statement of what you consider to be the essential facts involved in this complaint:**

**Note:** This should be a summary of the most important facts which the Consumer believes support the issuance of a Formal Complaint. This factual statement must include a clear explanation of the alleged violations of the Standards of Conduct by the Member. The submission of this Complaint Form is subject to review by ESA to determine, in its sole discretion, whether a charge should be pursued. This statement should include all of the information that the Consumer is prepared to present. The Consumer should explain the facts in sufficient detail to permit the Member to answer the complaint allegations in the event that ESA accepts this Complaint Form. (If the space below is not sufficient, additional pages may be used and attached.)

Each fact should be numbered or otherwise identified, so that it can easily be related to a specific provision of the Standards of Conduct.



**4. State the applicable provisions of the ESA Standards of Conduct or applicable federal, state or local laws which the Member is accused of violating:**

**Note:** The Consumer must list all provisions of ESA Standards of Conduct (the "Standard") that the Consumer believes have been violated. Relevant portions shall be referred to by appropriate section numbers (for example, Section 2.3.1).

Please specifically identify under each such provision of the Standard or relevant law the fact or facts that tend to show that a violation has occurred.

**5. To the best of your knowledge, are there any other consumer complaints, regulatory complaints, or court actions that have been filed by you or anyone else that relate to the same or similar allegations contained in this Complaint Form? If so, identify such complaints or other actions below.**

**Note:** You are under a continuing obligation to advise ESA of any additional complaints or court actions which may be filed subsequent to the time that you submit this Complaint Form or which were previously filed but that you did not have knowledge of at the time this Complaint Form was submitted.

**6. List all persons you believe have knowledge of the matters you have asserted in this Complaint Form and a brief description of what each person's knowledge is regarding the alleged violation.**

**Note:** Please provide each individual's full name, address, telephone number, and other contact information (for example, e-mail address, to the extent known).

**7. List all documents which you believe to be relevant to the matters asserted in this Complaint Form.**

**Note:** All documents must be listed by type (for example, marketing materials, contracts, bills, etc.). All documents listed in this section must be submitted to ESA along with this Complaint Form at the same time that this Complaint Form is submitted.

## 8. Statement and Certification

By submitting this Complaint Form, I charge the Member identified herein with a violation(s) of ESA's Standards of Conduct.

I understand that, if this Complaint Form is accepted, the Member will receive a complete, non-redacted copy of this Complaint Form, as well as other information that is submitted in support of this Complaint Form.

Further, I understand that some or all of the information submitted with regard to this Complaint Form may be disclosed (in either redacted or non-redacted form) to ESA's members and others following a final determination by ESA.

I further certify that the factual allegations made in this Complaint Form are true and accurate to the best of my knowledge and that this Complaint Form is made in good faith.

Signature of Consumer: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

# Electronic Security Association, Inc.

## Member Complaint Form

Approved May 19, 2010 by Executive Committee

### Instructions to Individuals Completing this Complaint Form

**\* Please Read These Instructions Before Proceeding \***

- A.** This Member Complaint Form ("Complaint Form") is supplied by the Electronic Security Association ("ESA") to ESA Members ("Complainants") who want to submit a Formal Complaint regarding the conduct of another ESA Member ("Respondent").
- B.** All complaints must relate to one or more specific ESA Standards of Conduct.
- C.** To start the Formal Complaint process, each Consumer must complete this Complaint Form and send it to:
- ESA Consumer Complaint Department  
6333 North State Highway 161, Suite 350  
Irving, TX 75038
- D.** Complaints may result in suspension or termination of membership in ESA. It is ESA's policy to forward a copy of all substantiated Complaint Forms to the accused Member; ESA will work on behalf of both and Members to resolve complaints. However, ESA is a non-governmental organization without enforcement authority. As such, ESA does not have the ability to enforce requests for refunds or compel a change in commercial practices.
- E.** The Complainant must attach all relevant documentation to this Form. Completed Complaint Forms must include detailed information related to the complaint, including a copy of any relevant documentation. For example, if the complaint relates to a Member's marketing practices, the name of any relevant company representatives and marketing materials should be provided, if possible.
- F.** Complaint Forms must include detailed information describing the complaint, including a copy of any relevant documentation. For example, if the complaint relates to a Member's marketing practices, relevant marketing materials and/or the names of company representatives who allegedly engaged in deceptive marketing should be provided, if possible.
- G.** No complaint shall be considered complete until ESA receives all required documentation, which includes: (1) the completed Complaint Form, (2) all applicable supplemental information requested on the Complaint Form, and (3) all documentation and other information requested in writing by ESA. Incomplete Complaints Forms will not be reviewed by ESA. In addition, anonymous complaints and/or trivial complaints are not permitted and will not be reviewed by ESA.
- H.** **Complainants must review the ESA Standards of Conduct and ESA Complaint Review Procedure before and during the preparation of a complaint in order to understand the organization's procedures and standards.** The above documents may be found on ESA website.
- I.** Complainants are responsible for all costs associated with the filing of a complaint and all personal costs related to their involvement in the complaint process.

**1. Please print in ink or type the following information. PLEASE NOTE THAT IF YOUR COMPLAINT IS ACCEPTED, YOUR NAME AND THE CONTENTS OF THIS COMPLAINT FORM WILL BE DISCLOSED TO THE MEMBER.**

**A. Consumer Information**

Name (Your Name): \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone number: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

E-mail address: \_\_\_\_\_

**B. Information regarding the Member against whom the complaint is filed. The entity must be an ESA Member. A list of ESA members can be found at [www.alarm.org](http://www.alarm.org).**

Entity: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail: \_\_\_\_\_

*Nature of the Alleged Violation*

**2. List all steps you have taken to resolve the issue with the Respondent prior to the submission of this Complaint Form.**



**3. Provide a statement of what you consider to be the essential facts involved in this complaint:**

**Note:** This should be a summary of the most important facts which the Complainant believes support the issuance of a Formal Complaint. This factual statement must include a clear explanation of the alleged violations of the Standards of Conduct by the Respondent. The submission of this complaint is subject to review by ESA to determine, in its sole discretion, whether a charge should be pursued. This statement should include all of the information that the Complainant is prepared to present. The Complainant should explain the facts in sufficient detail to permit the Respondent to answer the complaint allegations in the event that ESA accepts this complaint. (If the space below is not sufficient, additional pages may be used and attached.)

Each fact should be numbered or otherwise identified, so that it can easily be related to a specific provision of the Standards of Conduct.

**4. State the applicable provisions of the Standards of Conduct related to the Respondent's alleged violations:**

**Note:** The Complainant must list all provisions of the Standards of Conduct that the Complainant believes have been violated. Relevant portions shall be referred to by appropriate section numbers, where appropriate (for example, Section 2.3.1).

Please specifically identify under each such provision of the Standard or relevant law the fact or facts that tend to show that a violation has occurred.

**5. To the best of your knowledge, are there any other consumer complaints, regulatory complaints, or court actions that have been filed by you or anyone else that relate to the same or similar allegations contained in this Complaint Form? If so, identify such complaints or other actions below.**

**Note:** You are under a continuing obligation to advise ESA of any additional complaints or court actions which may be filed subsequent to the time that you submit this Complaint Form or which were previously filed but that you did not have knowledge of at the time this Complaint Form was submitted.

**6. List all persons you believe have knowledge of the matters you have asserted in this Complaint Form and a brief description of what each person's knowledge is regarding the alleged violation.**

**Note:** Please provide each individual's full name, address, telephone number, and other contact information (for example, e-mail address, to the extent known).

**7. List all documents which you believe to be relevant to the matters asserted in this complaint.**

**Note:** All documents must be listed by type (for example, marketing materials, contracts, bills, etc.). All documents listed in this section must be submitted to ESA along with this Complaint Form at the same time that this Complaint Form is submitted.

## 8. Statement and Certification

By submitting this Complaint Form, I charge the Respondent identified herein with a violation(s) of ESA's Standards of Conduct. I have read ESA's Complaint Review Procedure and I agree to abide by the conditions and terms of that procedure.

I understand that, if this complaint is accepted, the Respondent may receive a complete, non-redacted copy of this Complaint Form, as well as other information that is submitted in support of this complaint.

Further, I understand that some or all of the information submitted with regard to this complaint may be disclosed (in either redacted or non-redacted form) to ESA's members and others following a final determination by ESA.

I further certify that the factual allegations made in this Complaint Form are true and accurate to the best of my knowledge and that this complaint is made in good faith.

Signature of Consumer: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_