

Intamac Systems Limited (referred to as “we”, “our” and “us” in this document) suggest that the customer (referred to as “you” and “your” in this document) should spend some time in reading through the document. This is because the conditions set out below shall apply to any agreement between the parties. If you have any questions or queries relating to any of the terms below, please contact us before you enter into the agreement.

Terms and Conditions

Definitions

Certain words are used in this agreement that have particular meanings as follows:

Sensors, Systems and Appliances means the equipment that you decide to connect, via your telephone line, to our Service, including cameras, sensors, security systems and appliances (such as refrigerator, deep freeze and the like)

Service means the provision by us of a facility that will monitor the connected Sensors, Systems and Appliances.

1. The purpose of the Service

Our Service is designed to allow you to manage the property locally or remotely and to reduce the risks of loss or damage to the premises or equipment so far as is reasonably possible. The Service is supported by a members' web site, which provides advice and support on a wide range of home management issues. In particular, we provide a property monitoring Service that supports systems that are compatible with ours. In the event of a problem with the property, we provide support to the levels set out in this agreement.

2. Notes about the levels and limitations of the Service

You decide which level of Service you wish to use. You may simply use the web site as a source of information and advice. Alternatively, you may wish to use the monitoring and call out Services. Depending on the equipment you have elected to fit to the Service, our Service will warn you of an intruder, fire, personal attack or an alert from other compatible sensors, systems and appliances that you include in due course. Where applicable, our monitoring Service can be supported by the use of security guards to respond to intruder alerts and inspect the property when you are not available. These services will help you to minimize any losses in the event of forced entry and to help secure the property. Although the services may act as deterrent, you should note that the guards do not patrol and are not intended to fulfil the role of the police.

3. Application of these terms to the agreement

These terms set out the basis upon which we will enter an agreement with you. Once we, or an agent acting on our behalf, accept your order, both parties will have entered into a legally binding agreement.

4. Formation of the agreement between the parties

We accept orders at our discretion. If we accept an order from you, the agreement will be formed on these conditions, as outlined in paragraph 3 above. Where we, or an authorised agent, provide a quotation to you, such quotation is an offer and is open for 28 days from the date printed on the quotation. We reserve the right to withdraw the offer we have made to you at any time before you accept our offer. If you do not accept these terms and conditions of trading, our offer is withdrawn. As a result, there will not be a legally binding agreement between the parties.

5. Your right to cancel the agreement

You may cancel this agreement at no cost within 14 days from the date of this agreement. If you decide to cancel this agreement, you must inform us by sending us a letter, facsimile transmission or e-mail. If you cancel this agreement after this 14 day period and before the end of the agreement, you agree to provide us with 28 days notice in writing. Where you cancel this agreement during the first year of the agreement, we reserve the right to charge you three months' fees. This charge may be made because the majority of the costs in providing the Service to you are incurred by us at an early stage in the agreement. Where you cancel the agreement after the initial twelve month period, we reserve the right to charge you one month's fees. If you pay on a monthly basis you will only be liable for charges to the end of the 28 day notice period. These conditions exclude the optional manned Patrol Response service subscription fee, which is non-refundable.

6. Warning - possible delay

There may be a delay following the installation of any system or appliance whilst the registration process is completed. The Service is deemed to have started once the registration process has been completed.

7. Our responsibilities

We will:

- a. Monitor your home and, where applicable, provide you with the agreed remote access to view the status of your Sensors, Systems and Appliances.
- b. Provide a web site with a range of support facilities and advice.
- c. Provide you with the support for the agreed levels of Service you have paid for.
- d. Make all reasonable efforts to alert you to warnings from Sensors, Systems or Appliances compatible with and connected to the Service.
- e. Where necessary, send you a report by e-mail, telephone, or mobile telephone message on the status of your Sensors, Systems and Appliances for the purposes of monitoring and controlling.
- f. In the event of an alert from your property, we will follow the instructions you have given us. This includes notifying the contacts you have given us so that your contact may take any action they deem appropriate in the circumstances.

8. Your responsibilities

You agree to:

- a. Ensure that your Sensors, Systems and Appliances, wiring and associated connections comply with the relevant standards, are in full working order and have not been subjected to any unauthorized modifications.
- b. Ensure that the Sensors, Systems and Appliances connected to our Services have been done so in accordance with the manufacturer's instructions.
- c. Properly maintain the Sensors, Systems and Appliances that you wish us to monitor.
- d. Keep your nominated contacts list up-to-date and ensure your nominated contacts are fully aware of the responsibility they agree to accept.
- e. Provide us with all details reasonably requested by us in order that we can meet our commitment to you.

9. Your password

When you enter the agreement with us, we will provide you with an account number and a password, both of which you must have to obtain access to your private area on our web site. You will need to use the account number and initial password to enter your private area on our web site for the first time. Thereafter, you will be requested to generate your own password. Whilst we trust that you will choose an appropriate password, nevertheless we urge you to choose a password that will be sufficiently robust to prevent other people from guessing your password. We do not authorise you to divulge your password to any person. However, if you wish other people, such as close members of your family or nominated contacts, to have access to your private area on our web site, you may authorise such people to have access by generating another unique password for them to use. You accept that you are solely responsible for maintaining the confidentiality of your password, and should you decide to give out your password or provide other people with further unique passwords, you accept full responsibility for the use or misuse of your password and that of the other passwords you authorise others to use.

10. Charges

You should note that you are responsible for all telecommunications charges between you, your property and our Service.

You are also responsible for the following extra charges:

- a. All costs relating to any Services and work carried out to secure your property in the event of a forced entry.
- b. Any costs incurred by any of your designated contacts, including the guard response company if you have opted for this service, in responding to call-outs.
- c. Taxes, fees, charges or false alarm assessments levied by the police, fire or other authority who respond or act upon false call-outs which are caused because of the installation or operation of any system you have had fitted or where such police, fire or other authority responds to the directions of you or your nominated contacts. The terms of this paragraph will also apply if we act upon your direct instructions to call out the police, fire or other authority. However, we will take responsibility for any related costs where we decide, on our initiative, to make a call to the police, fire or other authority on your behalf.
- d. Any extra costs or charges for work done by police, fire or other authorities, or by any telecommunications agency or other party.

11. Where you have subscribed to the Manned Response Service

In accepting the Manned Response Service, you are deemed to have agreed to provide permission for our response service to enter the property to allow inspection. Where security guards cannot obtain access to any part of the property, inspection will be limited to those areas of the property that can be visually inspected from the most appropriate part of the property. You must identify all potential hazards to us when agreeing to pay for this level of Service and undertake to keep the records you provide us up-to-date.. The security service is shared by other customers and may be interrupted or delayed if other incidents detain the response service. At any one time the Security Officer will remain on the premises for a period not exceeding 1 hour. This may be extended if resources permit and in such cases there will be an additional charge. We do not offer any other form of manned response in respect of any other Sensors, Systems and Appliances that you may subsequently fit to your system. Please also note you may be liable for further charges in accordance with paragraph 10 where you fit additional Sensors, Systems and Appliances. You accept that the Service we offer is no substitute for the service provided by the police, and the response times may vary with the time of day or night and the area in which the property is situated.

12. Price

The prices of our Services are set out in our current price list, and are subject to Value Added Tax at the rate currently in force at the time of your renewal. You accept that, in addition to the administrative charges, you will be automatically billed each time the Pay-As-You-Go Manned Response Service is required to visit your property. You are requested to make payments directly to us or through our authorised agents.

We reserve the right to increase the Service charge. If the Service charge increases, we will tell you in writing of the increased amount that will take effect from the anniversary of the date your Service started. If you do not agree with the increased Service charge, you may end the agreement by giving one month's notice in writing to us from the date of receiving our request for payment. In circumstances where we incur higher costs (such as the cost of sending more messages to your mobile telephone than we would otherwise reasonably expect to send) because you increase the numbers of Sensors, Systems and Appliances during the course of the contract, fail to follow the de-activation instructions whilst the property is legitimately occupied or you make unnecessary or unreasonable use of the messaging system, you agree to pay the increased costs associated with such activity. Such costs will be subject to negotiation. Provision of the Service to your premises or nominated address is included in the price unless stated otherwise.

13. Payment

You agree to pay us or our authorised agent within 14 days of the date of renewal of the Service. If payment is not received in this time period, we reserve the right to cancel the agreement or suspend the Service to you, and charge interest on all outstanding monies due to us from the date of invoice at the rate of 8 per cent per year above the Clearing Bank Base Rate current at the time. The rate of interest will be calculated on a daily basis.

14. Updating the Service

You may, at any time during the 12 month period, elect to up-grade the level of Service, but it is not possible to downgrade.

15. Unforeseen Circumstances

There may be times where events beyond our control:

- a. Prevent us from completing the agreement on the agreed date. If this occurs, we reserve the right to cancel the agreement or activate the Service when we are able. We undertake to inform you of any problems that may occur.
- b. Cause interruptions or errors to our systems. We cannot guarantee that our systems will work continuously and without errors, in particular where such interruptions or errors are due to events beyond our reasonable control.

16. Our Level of Service

We will try our best to ensure that you have the ability to obtain access to our Services through our web site at any time or by telephone during normal office hours, which are between 0900-1700 hrs Monday to Thursday and 0900-1600 hrs on Friday, to permit you to monitor and control your Sensors, Systems and Appliances and to ensure the accuracy of the information and advice on our web site. We will provide the agreed levels of support to help you manage and protect the property and we will use our best endeavours to support you in this task.

17. Exceptions

We cannot accept responsibility for:

- a. Failure by you to provide correct, nominated contact details.
- b. Information provided to us through your private area on our web site where you provide another person or persons with details of the account number we allocate you and you give them your password or a separate, unique password.

- c. The action or lack of action of any of your nominated contacts or the failure of you or your nominated contacts to respond to the messages we send to you or your nominated contacts.
- d. The ability of your Sensors, Systems or Appliances to send or receive instructions. Moreover, if your Sensors, Systems or Appliances fail to provide the level of control and protection, we are not responsible for any losses you may suffer directly or indirectly.
- e. Failure to get in touch with you or your nominated contacts because you or your nominated contacts are not available. Further, where we initiate the procedure to get in contact with you or your nominated contacts and through no fault of ours, the messages we send fail to be received by you or your nominated contacts.

We cannot accept responsibility for any work or problems associated with:

- a. The installation of Sensors, Systems or Appliances in any property.
- b. The means by which these Sensors, Systems and Appliances communicate to our Services.
- c. Communications, services or equipment augmented by you.
- d. Delays, interruptions or suspensions in providing the Services, which are due to any other person (including you), thing or event which we could not reasonably be expected to prevent.
- e. Systems and appliances which are not compatible with our Services.
- f. Lack of ready access to inspect a property.

In addition, we cannot accept responsibility for losses of any equipment or property in the event of:

- a. Failure of the Sensors, Systems or Appliances or other services procured by you.
- b. Loss due to acts or neglect of any other person, including you, the suppliers of your communications services and equipment, line monitoring services or any agent employed on your recommendation or agreement.
- c. Failure to respond or losses of any kind as a result of action taken by any individual identified by you and contacted on your behalf.
- d. Any losses incurred as a result of service response times, whether a public service or private service.
- e. Any costs associated with police, fire or any emergency service response, except when the calls have been initiated by our employees.
- f. Losses resulting from the police, fire, or any other emergency service action in response to requested action, regardless of whoever initiates the call.
- g. We accept no responsibility for any failure to provide the agreed level of Services for causes beyond our reasonable control and not caused by our lack of reasonable care.
- h. Losses due to you failing to follow our recommendations.
- i. We do not provide any form of insurance against loss.

18. Our Recommendations

Given the conditions outlined in this agreement, we strongly recommend that you have adequate insurance cover for your premises, persons and the contents of your premises. We recommend that you carefully select and brief your nominated contacts and keyholders for your property. In particular:

- a. Identify contacts that can respond rapidly to personal attack or fire warnings.
- b. Identify keyholders who can provide access in the event of an emergency.
- c. Advise contacts on the action to be taken in responding to burglar alarms.

We recommend that, as a minimum you use text messaging via mobile telephones for warnings.

You will be aware that recommendations are by nature, general. We ask you to use your own judgment and accept responsibility for your own action or inaction. We cannot accept responsibility for consequences relating to the application of these recommendations to your individual circumstances.

19. Limitation of Liability

If we breach the terms of this agreement, or you seek compensation and damages for any claim or claims arising out of this agreement between the parties for whatever reason, your remedy will be limited to damages. Our liability will not exceed in respect of any one claim or series of claims arising during the course of the same year a sum not exceeding the cost of the Service we provide you under the terms of the agreement.

20. Exclusion of Liability

With the exception of paragraphs 17 and 19, we shall not be liable to you, except in respect of injury or death of any person (for which no limit applies) regardless of the form of action, whether in agreement, tort (including negligence and breach of statutory duty), strict liability, or otherwise whatsoever, for:

- a. Any delay in supplying or for failing to activate the Service.
- b. Failure of communications systems, whether public or private, to permit us to communicate to you or your nominated contacts for whatever reason (including, but not limited to busy lines of communication).
- c. Failure of your hardware or Sensors, Systems and Appliances to communicate effectively or at all with our system.
- d. Any loss of business, agreements, or revenues.
- e. Failure to achieve anticipated savings in costs or expenses.

f. Any special, indirect or consequential loss or damage of any nature whatsoever, arising directly or indirectly out of the Services we provide, or of any error or defect caused by us, UNLESS you inform us in writing before you enter an agreement with us, of any particular circumstances that you wish us to consider being liable for, and upon such notice we may decide whether to agree a higher level of risk if we are able to find insurance cover on the open market, the cost of which we will inform you of in due course.

21. Reasonableness of Paragraphs 19 and 20

If you enter an agreement with us, you agree that the limitation paragraph, paragraph 19, and the exclusion paragraph, paragraph 20, are reasonable, and that the price agreed reflects the position on liability.

22. Rights of Third Parties

In accordance with s 1(2)(a) of the *Agreement (Rights of Third Parties) Act 1999*, the parties intend that no term of this agreement may be enforced by a third party.

23. Severance

The parties agree that in the event of one or more paragraphs or sub-paragraphs of this agreement being subsequently declared invalid or unenforceable by a court or other authority with jurisdiction, the invalidity or unenforceability of any paragraph or sub-paragraph shall not in any way affect the validity or enforceability of any other paragraph or sub-paragraph except those which compromise an integral part of it or are otherwise clearly inseparable.

24. Easing the Terms of this Agreement

If we do not insist on the strict conditions of this agreement, we may still enforce all the conditions against you on other occasions. If you break a condition and we do not take any action against you, it does not mean that we will not take action against you if you break it again or continue with the same breach without putting it right, or if you break any other conditions.

25. Data Protection Act 1998

We may pass on the information you have given to us under this agreement to any police, fire or other authority and, (except for security details), to any credit reference, debt collection or public telecommunications agency or to any other relevant agency required in the proper conduct and delivery of the Service we offer.

26. General

We may hand over all our responsibilities under this agreement to another company or transfer any rights under it. We may also employ others to carry out tasks on our behalf. This will not reduce your rights under this agreement. If you have made this agreement together with someone else, you are liable both jointly and individually to us. All drawings, illustrations, literature, technical information and the like which accompany our specification (all of which we reserve the right to alter without notice) are intended to present a general idea of the Services described and are approximate only. We will notify you in advance of any changes to these terms and condition and to the levels of Service we offer.

27. Termination of this Agreement

This agreement will terminate either at the end of the twelfth month after the start date, or when you no longer need cover for the property (to include, but not limited to, the sale of the property).

28. Applicable Law

The agreement between the parties is to be governed by and construed according to English law and the parties agree to submit any disputes to the exclusive jurisdiction of the English Courts.