

# TERMS AND CONDITIONS

These terms and conditions form part of an agreement for the delivery of alarm services and other services, as well as the installation and the right of use of alarm equipment and accessories, etc. from PhoneWatch.

## 1. DEFINITIONS

### 1.1 CUSTOMER

The natural or legal person who signed the contract for the installation of an alarm.

### 1.2 COMPANY

Phonewatch Limited, Floors 3 - 5 Block 1, Irish Life Centre Lower Abbey Street, Dublin 1, Ireland. For further contact details, see clause 21.

### 1.3 INSTALLATION ADDRESS

The monitored premises in which the Equipment was installed and whose address appears on the Contract Summary.

### 1.4 EQUIPMENT

Means the security components for the security of the Installation Address as well as corresponding accessories. The Equipment is the property of the Company and the Customer retains no rights to the Equipment other than the right of use for the term of the contract, unless otherwise agreed between the Customer and the Company. More information about the relevant Equipment and the Services will be provided in connection with the installation and will also be stated in the technical specifications and user guides/user manuals that are available at <https://www.phonewatch.ie/customer-support/>. Products purchased by the Customer outside of this Contract, for example in the Company's webshop or from third parties, and which are configured to interact with the Equipment are not part of the Equipment or covered by this Contract unless otherwise explicitly agreed.

### 1.5 REMOTE MONITORING SERVICE

24/7 remote monitoring services provided by the Company by receiving and managing the alarm(s) emitted by the Equipment and associated applications.

### 1.6 SERVICES

All Services that the Company undertakes to provide under this contract as specified on the Contract Summary, including but not limited to the Remote Monitoring Service, call-out services (if applicable) and operation and maintenance of the Equipment. The installation and implementation of the Equipment as well as connection to the remote monitoring centre, sundries, labour, call-outs of technical advisors, in each case necessary for the implementation as well as user training and administration costs are also included in the Services.

### 1.7 KEYHOLDER INFORMATION

This is the Company's digital or physical form on which the Customer indicates data concerning the persons to be contacted, their passwords and other information that the Company needs to perform the Remote Monitoring Service for the Installation Address. The Customer is responsible for the data of the persons to be contacted and their contact details, and for ensuring that the Customer is permitted to share such information with the Company.

### 1.8 CONTRACT SUMMARY

This is the first page of this document, where it is specified which components of Equipment the Customer wants to have installed at the Installation Address, the particulars of the Customer, the agreed prices for the Services, etc.

## 2. PURPOSE OF THE CONTRACT

The contract between the parties includes the Contract Summary, these general terms and conditions and the Keyholder Information. The contract governs the provision of the Services. PhoneWatch is licensed by the Private Security Authority in Ireland under licence number 00621.

## 3. ORDER CONFIRMATION

By signing the Contract Summary, the Customer enters into an agreement for the installation and use of the Equipment and confirms its subscription of the Services from PhoneWatch. The contract enters into force (and these terms and conditions become binding and effective) as of its activation date, which is the date in the month in which the Equipment was installed or activated by the Company. The contract remains in force until terminated

by one of the parties, see clause 12 below.

#### 4. CANCELLATION RIGHT

All consumers have a statutory cool-off period and thus an unconditional cancellation right for 14 days after the activation date pursuant to applicable consumer legislation. Such cancellation is free of charge for consumers. If the Customer would like to exercise his/her cancellation right, the Customer must notify the Company to one of the contact points set out in clause 21 below as soon as possible and no later than 14 days after the date of this contract. The standardised cancellation form provided together with this contract must/may be used for exercising the cancellation right.

For business customers, a cancellation fee of €75 incl. VAT will apply to any cancellation effected during the first 14 days.

Satisfied or money-back guarantee: If the Customer is not satisfied with the Service, they may cancel the contract within up to 14 days from the date of installation of the Equipment. To take advantage of the "Satisfied or Money Back" guarantee, the Customer must notify PhoneWatch of their intention by registered letter, phone or e-mail with acknowledgment of receipt before the expiration of the above-mentioned period at the address set out in clause 21 below. The Customer will then be refunded the sums paid within 30 days of the return of all Equipment in perfect condition. PhoneWatch will proceed with uninstalling the system and collecting the installed hardware within 3 weeks of the termination. PhoneWatch shall not assume any liability due to proper works of disassembly of the Equipment, and clause 12.2 below will apply correspondingly

#### 5. THE EQUIPMENT

The Customer acknowledges having been advised by PhoneWatch about all the means necessary to protect the site or premises that they wish to secure at the Installation Address. They acknowledge having received complete information on the configuration of the Equipment necessary to equip the Installation Address. They acknowledge having freely, and at their sole responsibility, determined the choice of the alarm Equipment that they request be installed, both according to the level of protection they have deemed appropriate and in view of the budget they have agreed to devote to it. The Customer confirms that they are aware that the smoke detectors are designed and approved to the EN-14604 standard for use in households and cannot replace a professional fire alarm system.

From the date of installation, the Customer takes custody of the Equipment and operates it, and as such, they bear civil liability for it. They undertake to maintain it in good condition and to use it responsibly. It is the Customer's responsibility to insure the Equipment at their disposal against any risk of loss or damage. The Customer undertakes to notify PhoneWatch immediately in case of malfunction of the Equipment. Only PhoneWatch-approved installers may service, complete, or modify the Equipment, except for change of batteries if agreed with PhoneWatch. PhoneWatch shall contact the Customer to arrange an appointment for servicing of the Equipment if required by PhoneWatch, and the Customer shall make themselves available for such servicing.

PhoneWatch may without notification to the Customer carry out remote software and firmware upgrades of the Equipment during the term of the contract in order to ensure compliance with applicable technical requirements and functionalities, provided that such update is necessary from a technical perspective and based on a risk assessment performed at PhoneWatch's sole discretion. This includes, but is not limited to, updates pertaining to information security settings and patches, bug-fixes, firmware updates and addition of new functions. Updates which entail changes to the operation of the Equipment, for example Equipment settings such as siren volume, will only be performed in consultation with the Customer. PhoneWatch will maintain a log of all remote upgrades, and the Customer may have access to such logs upon request. Personal data and security requirements in connection with remote upgrades will be handled in accordance with PhoneWatch's policies and procedures, including PhoneWatch's privacy policy available on its [website](#).

Equipment that must be changed during the term of the contract will not be charged to the Customer, except for the remote control or Equipment damaged due to misuse by the Customer or third parties. If construction works or other changes to the Installation Address affect the operation or configuration of the Equipment, the Customer shall be responsible for the costs of modification or configuration of the Equipment.

In case of loss or deterioration of the Equipment, for any reason whatsoever, the Customer must inform PhoneWatch within 48 hours of becoming aware of that loss or deterioration. In addition, the Customer must file a claim with their insurance company and take all necessary measures to compensate Phonewatch for the damage incurred.

The Customer shall be liable for the costs of repairs of the Equipment in case of external incidents caused by them or by other persons at the Installation Address or by events such as vandalism, crime, attempted burglary, or malfunction of the telecommunications network. Repair of the Equipment or the change of configuration at the expense of the Customer will be invoiced at €75 incl. VAT.

## 6. INSTALLATION

PhoneWatch will install the Equipment at the Installation Address. Installation will only be performed if the security consultant finds that PhoneWatch's applicable requirements regarding equipment and services, as well as requirements for safety and working environment for personnel, are complied with. It is also a prerequisite that the security consultant considers the property to be suitable for the services. The Customer must be present during installation and approve it.

Installation of the Equipment must be possible without the need to move furniture or domestic appliances. PhoneWatch shall make the final choice of placement of the Equipment. The PhoneWatch representative performing the installation will prepare a plan of the Installation Address which will be used to decide the optimal placement of the Equipment and indicate the final result of the placement, and also allow the Customer to see the plan in MyPages, in the App and on the the As Fitted Spec. Where the Customer insists upon a different placement than that advised by PhoneWatch, the Customer shall assume full responsibility for the adequacy of the installation. Installation, modification, or disassembly of the Equipment can only be carried out by Phonewatch. Installation of the Equipment shall be scheduled jointly by PhoneWatch and the Customer. The customer shall not modify, move, improve or disassemble the Equipment without PhoneWatch's consent, and PhoneWatch shall not be liable for any malfunctions, false alarms or Service failures arising following any such actions being taken by the Customer in breach of this contract. The Customer will be charged €75 incl. VAT to move the system. Coverage and connection to the cellular network vary with geographical area and may change over time. Therefore, PhoneWatch cannot guarantee access or connection to the cellular network when moving the alarm. If the cellular network is cut off Phonewatch is not liable for maintaining the Remote Monitoring Service or providing a replacement product. The Customer may not use the cellular subscription for any purpose other than communication with the alarm control centre. If the environment of the Equipment is changed, Phonewatch cannot guarantee the operation of the Equipment. If such changes cause repeated malfunctions or false alarms, PhoneWatch reserves the right to reduce or reorganise the Equipment at the Customer's expense.

## 7. REMOTE MONITORING SERVICE

The Services includes a Remote Monitoring Service and all alarm signals are followed up by PhoneWatch or its authorised partners, save as otherwise provided in these terms and conditions. Phonewatch does not offer call-out services in all geographical locations, and there is no guarantee, express or implied, in this contract, that a call-out will be performed by Phonewatch or its authorized partners.

If an alarm is triggered, PhoneWatch will contact the Customer or the emergency contact persons listed in the Keyholder Information either by phone or through the voice unit. If the alarm is cancelled correctly within a pre-determined period of minutes either by use of the app, entry of the correct code, key tag or remote control, PhoneWatch policy is to contact the Customer by sending an SMS to inform them that the alarm was triggered and cancelled correctly, and that no further actions will take place from the Company's side. When in dialogue with the Company regarding cancellation of a triggered alarm, the Customer must indicate their password in accordance with the Keyholder Information.

If call-outs are offered in the area of the Installation Address, call-outs for verified alarms are undertaken by Company's personnel or partners, or alternatively the fire services and/or Garda Síochána or other emergency authorities depending on the geographical location as well as applicable laws and regulations. If there is suspicion of intrusion, fire or other serious occurrences, PhoneWatch may gain access to the Customer's property using its

keys or in some other way. If it is not possible to contact the Customer, or any other contact person, in the event of a call-out, PhoneWatch may, at the Customer's expense and risk, initiate those actions that Company finds to be necessary in order to secure the property, e.g. by using guards or other physical security measures. The Customer authorizes PhoneWatch to contact public emergency services such as fire, Garda or ambulance services in the Company's sole discretion and as the Company see fit.

If the Customer has chosen that PhoneWatch shall store a key to the Installation Address and enter the premises if necessary, the Customer must ensure that PhoneWatch is always in possession of keys, has access to keys in key boxes fitted at the property, or has the code for electronic door locks. If these are not available, then only an external inspection will be carried out. If it is not possible to find a key and this is due to any action or omission on the part of PhoneWatch, PhoneWatch will provide appropriate reasonable compensation for expenses incurred by the Customer in providing another key to PhoneWatch, and, if necessary, ensure that the Customer's locks are replaced at our expense. This is conditional upon the Customer being able to produce a receipt from PhoneWatch showing that we have received the key.

If the Customer does not receive a phone call, voice unit call, SMS or call-out from either PhoneWatch, its partners or public authorities (fire and/or police) following a triggered and uncanceled alarm, this must be handled in the same way as if there were a fault in the Equipment or Services, and PhoneWatch must be notified by the Customer; see clause 21 below.

The Remote Monitoring Service offered by PhoneWatch complies with the Irish legislation and the standards and regulations applicable to the licences held by PhoneWatch. A charge of €90 incl. VAT will be levied in the event of any abuse of the Remote Monitoring Service.

PhoneWatch shall comply with all requirements placed on it pursuant to its Security Guarding (Alarm Monitoring) licence with the PSA with respect to the operation of its alarm monitoring centre(s) and the provision of the Remote Monitoring Service.

## 8. OWNERSHIP OF EQUIPMENT

The Equipment is and shall at all times remain the property of PhoneWatch and the Customer shall obtain no rights in or to the Equipment other than the right of use for the term of the contract. To the extent the Customer has provisioned the installation of electronic door-locks or other third party products configured to connect to the Equipment, such products, such products are the property of the Customer.

At the express request of the Customer, the Company may transfer ownership of the safety and security peripherals, i.e. the Equipment excluding accessories and app services, to the Customer, with the exception of the SIM card, on the day of termination of the contract, provided that the contract has been maintained, for the entire initial service period indicated on the contract, without interruption or breach and provided that the Customer is not in default of their payment obligations at the time of termination of the contract. The components transferred to the Customer and the terms of such transfer, including price, shall be agreed between the Company and the Customer, provided that the SIM card, app services and signs and stickers will never be transferred to the Customer. The Company assumes no responsibility for the function or configurability of the system after the transfer of ownership.

## 9. THE CUSTOMER'S UNDERTAKINGS

- 9.1 The Customer undertakes that the Equipment and the Services shall be used appropriately and that all users of the Equipment and the Services shall be informed about their functions and use. The Customer undertakes to take appropriate care of the Equipment owned by PhoneWatch and not to interfere with it.
- 9.2 The Customer guarantees that the products included in the Equipment shall be treated and used in accordance with the PhoneWatch instructions and manual. The Customer acknowledges that if they do not comply with the PhoneWatch instructions and manual when handling and using the products included in the Equipment, this may affect the operation of the Equipment and, consequently, the provision of the Services. Phonewatch shall not be liable for any failures in the Services due to the Customer's failure to ensure the use of the Equipment in accordance with instructions and/or the manual.

- 9.3 The Customer must complete the Keyholder Information prior to the activation of the alarm panel. The Remote Monitoring Service for the Equipment will begin only upon receipt of the Keyholder Information by the Company even if fees have already been charged. The Customer guarantees that the Keyholder Information contains up-to-date, correct, and relevant data. The information provided may be updated in the PhoneWatch app or on MyPages.
- 9.4 The Customer grants Phonewatch the right to intervene remotely to perform system configuration and download information necessary to the proper operation of the Equipment, provided that such remote operations are deemed necessary by Phonewatch on a risk-based basis. The Customer also authorises PhoneWatch or any other authorised partner designated by it to access the Installation Address to perform its contractual obligations.
- 9.5 The Customer is responsible for any authorisations that the authorities may require for the owner and user of the Equipment.
- 9.6 The Customer must regularly test the Equipment. When testing the Equipment, the Customer must inform PhoneWatch in advance. The Customer is obliged to inform PhoneWatch without undue delay about any faults and if the Customer believes or suspects that the Equipment or any part thereof is not working as agreed or require servicing/repair. The Customer must also inform the PhoneWatch, without undue delay, about any changes that may affect the provision of the Services, such as changes to contact persons, their contact details, the acquisition of pets, refurbishment or other structural and/or technical changes.
- 9.7 The Customer is responsible for ensuring that PhoneWatch has the correct invoice address.

## 10 RELOCATION AND TRANSFER OF THE CONTRACT

If the Customer relocates from the Installation Address, they remain the contract holder unless it is transferred to the new owner under the same conditions and subject to consent to transfer of the contract from PhoneWatch. As a result, the Equipment may not be taken by the Customer or any third party, or transferred, rented, or made available to a third party. The new owner shall take over the rights and obligations of the Customer.

If the Customer wishes to transfer the Equipment and the Services to their new home or premises, the Customer must give PhoneWatch one month's prior written notice and we will handle the transfer of the Equipment free of charge to the new address on a date to be agreed with the Customer, provided that the new address is in an area covered by PhoneWatch and provided that there is available satisfactory cellular network at the new address.

## 11 RESPONSIBILITIES OF PHONEWATCH

- 11.1 The Services are intended to improve security/safety and reduce the consequences of undesirable incidents, they do not provide a guarantee or similar assurance against such incidents or entail liability for consequential losses. The Customer is aware that operational faults can occur in the Equipment, and that it is the responsibility of the Customer to always maintain their property, with all of their valuables, insured with a suitable insurance company, and to claim for the coverage of any losses from the insurance company.
- 11.2 Subject to Clause 11(4) below, Phonewatch shall be responsible for covering the Customer's financial losses only where such losses are incurred directly as a result of: (a) failure of an alarm to be triggered and a failure to call emergency services where these actions should have occurred, provided the Customer has a suitable home and property insurance, or (b) other deficiencies in the Services provided they are not caused by conditions for which the Customer is responsible, or by obstacles that are outside the control of the Company. Obstructions that are outside the control of the Company include events that the Company could not reasonably be expected to have taken into consideration in the contract period, to have avoided or to have overcome the consequences of, such as faults in the telecommunication or computer network, line faults/damage or lack of cellular network, Wi-Fi, radio or Internet coverage, power outages, unstable temperatures and temperatures lower than zero degrees Celsius at the Installation Address, lack of road access or other obstructions that are due to lack of compliance with requirements for equipment and services, or safety and working environment for personnel.
- 11.3 Subject to Clause 11(4) below, PhoneWatch shall not be liable for any losses that are due, in whole or in part, to user error or incorrect use, the Customer or users not having noted codes and/or passwords in an adequate manner or the equipment being disconnected as a result of outstanding payment or termination of the contract. PhoneWatch shall not be liable for any losses related to the Customer's business activities or losses that are caused by a lack of security for equipment or services, including lack of function.
- 11.4 Nothing in these terms and conditions shall exclude or limit PhoneWatch's liability to the extent that, under

applicable law, it cannot be excluded or limited (including liability for death or personal injury caused by breach of duty or as may arise under applicable consumer law or regulations).

- 11.5 Subject to Clause 11(4) above, PhoneWatch shall also not be liable for losses suffered or incurred arising out of or in connection with errors and deficiencies in associated services and products that the Customer chooses to link to the Services and Equipment.
- 11.6 If the Customer does not mitigate their loss by taking reasonable measures, such as signing an insurance policy, or if the Customer does not attempt to cover the loss through the Customer's insurance schemes, then the Customer shall be liable for the loss.
- 11.7 In the event of losses caused by burglary, the Company will cover the Customer's excess charge when insurance is used up to a maximum of € 1,000 on the condition that the alarm was activated when the loss event occurred.
- 11.8 To the maximum extent permitted by law, the Customer shall be liable for damages or losses suffered or incurred by PhoneWatch arising out of or in connection with actions or omissions (including failure to mitigate) by the Customer, including any breach of these terms and conditions. Under no circumstances shall PhoneWatch be held liable for any use of the Services by the Customer that does not comply with applicable law.
- 11.9 Subject to Clause 11(4) above, PhoneWatch shall not be liable, in contract, tort or otherwise, howsoever for any indirect or consequential damages or losses howsoever caused suffered or incurred by the Customer or any third party whether arising out of, or in connection with, or in relation to Services supplied under this Agreement or the supply or non-supply or purported supply or delay in supply of any Services under this Agreement or otherwise out of or in connection with or in relation to this Agreement or any transaction or matter contemplated by it.
- 11.10 To the maximum extent permitted by law and subject to Clause 11(4) above, PhoneWatch's total liability in contract, tort (including, without limitation, negligence) or otherwise arising out of or in connection with or in relation any Services supplied under this Agreement or the supply or non-supply or purported supply or delay in supply of any Services under this Agreement or otherwise out of or in connection with or in relation to this Agreement or any transaction or matter contemplated by it shall be limited to € 10,000, in aggregate or for any one event or series of connected events. The limitation of liability under this sub-clause has effect in relation both to any liability expressly provided for under this Agreement and to any liability arising by reason of the invalidity or unenforceability of any term of this Agreement.
- 11.11 The terms of this contract are in lieu of all other conditions, warranties and other terms concerning the supply or purported supply of, or failure to supply or delay in supplying, of any goods and/or services (except for those arising under Section 12 of the Sale of Goods Act 1893, if any, or other implied terms arising out of applicable consumer law or regulations in Ireland) which might but for this section have effect between PhoneWatch and the Customer or would otherwise be implied or incorporated into this contract or any collateral contract, whether by statute, common law or otherwise (including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable skill and care), all of which are hereby excluded. Subject to Clause 11(4) above, PhoneWatch does not accept, and excludes, all liability for breach of any obligation or duty to take reasonable care or exercise reasonable skill other than any such obligation or duty arising under this Agreement.
- 11.12 To the extent permitted by law and subject to Clause 11(4) above, PhoneWatch shall have no liability in contract, tort (including, without limitation, negligence) or otherwise for any loss or cost suffered or incurred by the Customer arising out of or in connection with any act or omission on the part of a person to whom any of the Company's duties or obligations under this Agreement has been delegated or sub-contracted provided that PhoneWatch exercised reasonable skill and care in the act of making the delegation or sub-contract in question
- 11.13 Neither party shall be liable to the other in contract, tort (including, without limitation, negligence) or otherwise for any failure or delay in the performance of any of its obligations under this Agreement which is caused by any event or circumstances beyond its reasonable control, including, without limitation, any labour disputes between a party and its employees, natural disaster, interruption or failure of utility service including but not limited to electric power, gas, water, telephone service or those circumstances set out at Clause 11(2) above, any outbreak of disease including but not limited to any epidemic or pandemic or any other event or circumstances beyond the reasonable control of the party relying on this Clause. Notwithstanding the foregoing, PhoneWatch cannot claim relief if the event in question is one where a reasonable service provider in the industry should have foreseen and provided for the event in question.
- 11.14 This Clause prevails over all other provisions of this Agreement, and sets forth the entire liability of

PhoneWatch in respect of:

- i. the performance, non-performance, purported performance or delay in performance by Phonewatch of its obligations under this Agreement; and
- ii. otherwise in relation to this Agreement or the entering into or performance of this Agreement.
- iii. Upon written request from the Customer, PhoneWatch shall issue applicable compliance documents which may be requested by insurance companies.

## 12 TERM AND TERMINATION

12.1 The service shall begin upon installation.

The contract shall have an initial service period of 12 months. At the end of the initial service period, the contract will be renewed automatically for 12 months at a time, unless terminated by the Customer 30 days prior to the expiry of the relevant 12 month period. If the Customer terminates the contract before the end of such renewed service period, the Customer will be billed a break fee of up to 3 times the Customer's monthly fee for the service.

The termination period runs from the first day of the subsequent month after the notification of termination. The Customer may terminate this contract by contacting the Phonewatch customer service centre (see clause 21 for contact details). In the event of material breach by either party, or if either PhoneWatch or the Customer goes bankrupt, suspends their payments, requests recovery or liquidation proceedings or becomes insolvent, the other party may terminate the contract with immediate effect. Outstanding payments that exceed 60 days entitle PhoneWatch to temporarily cease the Services following prior notice to the Customer. The Customer is, however, still obliged to pay for the services until the time of disconnection, including all outstanding amounts. Non-payment exceeding three months is regarded as a material breach of this contract, and thereby entitles PhoneWatch to terminate this contract with immediate effect following written notice.

12.2 Upon termination of this contract, PhoneWatch is entitled to remove all equipment and signage. If the equipment is not in proper operational condition, the Customer will be billed for any costs that arise in connection with repair/replacement. Phonewatch is not responsible for marks or damage that occur when equipment and signage are removed. The Customer is obliged to give PhoneWatch access to the property between the hours of 08:00 and 17:00 on regular working days to perform the disconnection and removal work. If the Customer is not available at the agreed equipment removal time, PhoneWatch will charge a no-show service fee of €199 incl. VAT. This also applies after the Customer has moved from the Installation Address, if necessary. If the disconnection and removal work is not possible before termination of this contract due to the Customer, the Customer will be charged for lost equipment, and will continue to be billed for the monthly charge and any additional costs in the event of an alarm being triggered, calls to emergency services, etc., until the disconnection and removal work has been carried out. In all circumstances, PhoneWatch is entitled to access the Installation Address externally to remove signage, even without the Customer's presence, and shall bear no responsibility for any damage that could have been avoided if the Customer had cooperated and been present.

12.3 Upon termination of the contract, the PhoneWatch will, for security purposes, destroy any keys received, without notification, unless we receives a written request from the Customer for return of the keys. If the Customer wishes for their keys to be returned, these will be returned by registered post and the Customer will be charged €35 incl. VAT for this key return service.

12.4 If the contract is terminated more than 3 years after the contract date/first activation date, the Customer may request to purchase the Equipment on termination for a price equal to the capitalized residual value of the Equipment, however as set out in Clause 8, this purchase option does not apply to non-security related peripherals subsidised by PhoneWatch upon the installation time e.g. electronic door locks, video cameras, signs or access to MyPages or the app. If the Customer wants to exercise this purchase option, this must be notified to PhoneWatch upon termination of the contract. It is important to note that in such cases, this contract will be deemed fully terminated, the Equipment will not be linked to any alarm-receiving central, and none of the Services will be available to the Customer and PhoneWatch assumes no responsibility or liability whatsoever in connection with either the Services or the Equipment after the ownership of the Equipment is transferred to the Customer. The Company's signs and stickers will in any event be dismantled, and the

Company does not assume any liability whatsoever for the Customer's use of the Equipment after such Equipment purchase. The Customer is not entitled to any maintenance or follow-up Services by Company after the ownership of the Equipment has been transferred to the Customer.

The Company may allow the Customer to purchase electronic door locks upon termination of the contract. The prices for such purchase will be determined by the Company based on the age and residual value of the lock(s) in question. The terms of this clause 12.4 shall apply equally also to such purchase of electronic door locks. The Company cannot assist in installing any other door locks than those provided by the Company.

### 13. CHARGES

- 13.1 The price for the installation is indicated in the System Design Proposal and will be charged to the Customer by credit card payment upon installation unless otherwise agreed between the parties.
- 13.2 The first monthly invoice will include any installation/start-up charges as well as the first monthly fee for the Service in accordance with the prices indicated in the contract, and will fall due for payment minimum 5 days after installation, unless otherwise agreed in writing, and thereafter be invoiced on a monthly basis with advance payment. Any expansions or additions to the Equipment or the Services will be charged together with the monthly fees for the Services. Subsequently, the subscription fee will be invoiced in advance on a monthly basis.
- 13.3 PhoneWatch offers several payment solutions, including direct debit and electronic invoicing. Customers who opt not to use direct debits or e-invoices will be charged €9 incl. VAT per invoice.
- 13.4 If an invoice is not paid when it falls due, interest shall accrue on a daily basis on such due amounts at an rate equal to Eonia (as at 1 January and 1 July in each year) plus 2 percentage points, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 13.5 12 months after signature of the contract, PhoneWatch may revise the prices for the Services. The revised price will be rounded to the nearest tenth of a euro. If PhoneWatch decides to increase the price of the Service, the Customer will receive at least 14 days prior notice. If the Customer does not wish to accept the price changes, the Customer has the right to terminate this contract no later than the day on which the price changes take effect. The Customer will not be affected by the price changes during their notice period

### 14. PAYMENT IN THREE INSTALMENTS WITH NO FEES

Customers may pay in 3 instalments with no fees for installation of the Equipment. The first payment of 1/3 the order amount will be taken on the day of installation. The second payment, of 1/3 of the amount, will be invoiced 30 days after installation and the final payment 60 days after installation (1/3 of the amount). In all cases of non-payment, the instalments arrangement will be terminated, and the entire outstanding amount will be invoiced to the Customer.

### 15. PHONWATCH APP AND MYPAGES

PhoneWatch offers all Customers a dedicated app which can be downloaded in the Apple App Store or Google Play Store. The Customer also has access to a personal webpage called MyPages. Creation of your personal user account and login is done on the PhoneWatch website [mypages.phonewatch.ie/](http://mypages.phonewatch.ie/). The Terms of Use for the app and MyPages are available on the Phonewatch app

### 16. VIDEO AND CAMERA SERVICE

If video camera(s) are installed at the Installation Address, the Customer acknowledges that they choose how the video is used and is, and shall remain, solely responsible for using the video service in accordance with applicable law, hereunder especially applicable data protection legislation. The app where the video service is operated has a number of options, including the ability to stream and record activities, still images and sound, the length of the recording, how long the recording is stored, who has access to the streaming/recording and with whom it is shared. The Customer can also define the area to be filmed, whether the camera should film in motion, whether the date should be displayed on the video/still image, sensitivity, night vision, WDR mode, etc. Please note that not all of these options are implemented for all users and all camera products, so the Customer must check which options are available in their app.

PhoneWatch recommends that the Customer informs everyone who regularly frequents the surveyed area that they can be filmed/monitored. PhoneWatch also recommends that the Customer avoids pointing any video camera(s) towards public streets or other areas outside the Customer's property. The Customer is responsible for using the video service only in accordance with the current requirements for data controllers pursuant to applicable privacy legislation, including the GDPR, the Irish Data Protection Acts 1988 to 2018, as well as any other applicable laws relating to the individual's right to their own image, privacy rules established by case law and other rules on the protection of privacy. The Customer acknowledges that although recording may be legal, it may still be illegal to share, publish or store images/video/audio a specified period of time, and that other use of video, still images and audio may also be prohibited.

For more information and guidance on the use of video cameras, see section 5 of the MyPages Terms of Use, referenced under clause 15 above.

Companies and businesses may also be subject to other and/or more strict rules relating to video surveillance, transparency, and restrictions on the employer's right to monitor employees, whether under data protection law, employment legislation or otherwise. It is the Customer's own responsibility to familiarise themselves with these rules.

#### 17. IMAGE PROCESSING - USE OF PHOTOS/VIDEO - DIGITAL CONTENT

The Customer is responsible for any and all processing of personal data at the Installation Address, and to the extent applicable the Customer is the Data Controller under applicable data protection legislation. The Customer acknowledges its obligation to use the Services in compliance with all applicable laws and regulations. Still photos from cameras captured on the Installation Address is accessible by the Phonewatch designated alarm receiving central in the case of a triggered alarm for Phonewatch to verify the cause of the alarm and take appropriate measures.

If the Customer has a camera with video recordings enabled, such recordings as well as images can be captured inside the home or premises via motion sensors with integrated cameras. Recordings can be captured either manually by the Customer via their app (the video is visible only to the Customer in the app), or automatically by the system based on motion-triggers or when the alarm is triggered. Video recordings are not shared with the Company's alarm receiving central unless the Customer expressly grants Phonewatch such access in the app. Such authorisation by the Customer will enable Phonewatch to access the video recording in case of active alarm event.

Video recordings saved by the Customer through the app are stored for a period of 30 days. Images taken automatically by the system are also stored for a period of no longer than 30 days except in the context of a potential Garda investigation or on the Customer's specific request. In this case, the photos shall only be disclosed to the relevant public authorities. Phonewatch undertakes not to disclose or view the photos or video recordings outside the normal course of our procedures or to comply with a court order. Please refer to the Phonewatch privacy policy at <https://www.phonewatch.ie/privacy/> for further information regarding retention times and processing of personal data generally.

#### 18. SOS FUNCTIONALITY

The alarm panel has a SOS alert functionality. The SOS alert allows Phonewatch to communicate with the Customer through a voice unit. The SOS alert shall only be used for emergencies and shall not be used for ordinary communications with Phonewatch or the Customer. The Company may charge the Customer a fee of €75 incl. VAT if the SOS alert service is misused.

If enabled by the Customer, there is also a SOS alert functionality available in the app. To use the SOS alert in the app, the Customer must allow the app to track the geographical location of the device on which the app is installed. In the case of an emergency situation where the Customer deems it necessary to trigger the SOS alert, the Customer will be asked prior to sending the alert whether they consent to sending their location to Phonewatch. Phonewatch will no longer see the location after the alert is terminated and the call is closed. It is important to note

that the response time may vary due to for example signal delays, internet connection issues for the mobile device and other circumstances beyond the control of Phonewatch. In addition to the limitations set out in clause 11, Phonewatch shall not be liable for any losses incurred or suffered arising out of or in connection with incorrect settings on the Customer's mobile device, lack of internet connection, lack of battery power or incorrect GPS coordinates. The SOS alert is not a substitute for calling public emergency services such as police or ambulance, and the Customer should not rely on the SOS alert in a critical situation or where there is danger to life and health.

The SOS in app functionality is only available in the Customer's country of residence.

#### 19. DATA PROTECTION AND CONFIDENTIALITY

PhoneWatch will treat all Customer data and personal data as strictly confidential, and only share personal data with third parties to the extent permitted by applicable legislation. For further information about Phonewatch's processing of personal data, please refer to the privacy policy available at <https://www.phonewatch.ie/privacy/>.

PhoneWatch is an independent controller for all its processing of personal data pursuant to this contract, except when acting as a data processor on behalf of companies who have installed cameras on their business properties.

#### 20. CHANGES TO THESE TERMS AND CONDITIONS

The Company may modify these terms and conditions where a valid reason exists for such modification (including where required by applicable laws, to address any errors in the contract or to give a provision of the contract its intended effect) by notifying the Customer in writing, normally by e-mail, in the app or in MyPages, at least one month before the entry into force of the modification. If the Customer does not wish to accept the modification, they may terminate the contract free of charge from the effective date of the modification.

#### 21. CONTACTS, GOVERNING LAW AND DISPUTES

This contract is governed by Irish law, and the Irish courts shall have exclusive jurisdiction to hear, determine and settle any dispute arising out of or in connection with this contract. In case you have any queries (including regarding termination of this contract or complaints, you may contact the PhoneWatch customer service department at PhoneWatch, Bock 1 Irish Life Centre, Lower Abbey Street, Dublin 1 / [customersupport@phonewatch.ie](mailto:customersupport@phonewatch.ie) or visit the PhoneWatch website at [www.phonewatch.ie](http://www.phonewatch.ie). The Company will respond to all correspondence within a reasonable time, and no later than 30 days following receipt.

Information on your rights as a consumer may be found at [www.ccpic.ie](http://www.ccpic.ie), the website of the Competition and Consumer Protection Commission.

## System Configuration

The schedule of equipment as detailed in the System Design Proposal with possible amendments on installation will be recorded on the As Fitted Specification/Client Information document.

- All equipment installed conforms to Security Grade/Environmental Class 2
  - Control Panel is programmed for unlimited resets
  - On activation, the internal audible alarm shall sound for 3 minutes
    - On this system, the auto reset option has been selected.
  - A period of 30 seconds shall be permitted to complete the setting procedure
- After successfully resetting, there shall be an indication to show the system, or part thereof, is reset. This indication shall be time limited.
- Under normal working conditions the main control panel will operate for up to 35 hours on AC power failure and can accommodate up to 240 alarm activations
  - A period of 30 seconds shall be permitted to complete the unsetting procedure
  - If unsetting is not completed within this time an alarm condition shall be notified
- Should the Intruder Alarm System (IAS) be activated by an unauthorized entry or by a false alarm during the unsetting procedure, the Alarm Receiving Centre (ARC) shall delay response to the customer for 30 seconds however an automated text will be sent to the customer notifying them of the event.
- Should the Intruder Alarm System (IAS) be activated deliberately, e.g. Panic Alarm Button, the Alarm Transmission Equipment (ATE) shall transmit immediately.
  - Notification: The Alarm Receiving Centre (ARC) is PhoneWatch Ltd.
- Legislation: The IAS fully complies with all local regulations including Noise Abatement Laws.
- Standards: The System Design Proposal as detailed is designed to conform to I.S. EN50131-1.
- Other Regulations: The SDP, when installed, will comply with the PSA Certification Scheme.
  - Certification: On installation completion an EQA Certificate of Completion will be issued.
- Intervention: For VERIFIED alarm activations the ARC will notify An Garda Siochana. For Non Verified activations the ARC will notify key holders.
  - Maintenance: A Maintenance Contract/Agreement applies to all customers.