



Smart Homes Terms & Conditions  
February 2020 - Issue 2

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### **General Overview**

If you have subscribed to a Protect My Property Smart Homes package, these are the terms and conditions on which we supply equipment and services to you, whether these are goods, services or digital content, they also tell you what you need to know and set out both of our rights and responsibilities. So please read them carefully and make sure you understand them. We also recommend that you keep a copy safe for future reference.

If you set up a Smart Homes account or use of any of our products or services, you accept these terms and conditions. Additional Services, including offers and promotions, may have other terms and conditions which are usually posted on our website.

Please check with your insurance policy, you may need to inform your provider about any of the products you have installed within your premises – please note this system is not issued with an installation certificate of compliance, however Security system component parts are manufactured in compliance with EN50131

### **About Us**

Protect My Property is the trading name of Protect My Property Services Limited, our registered address is Abel Smith House, Gunnels Wood Road, Stevenage, Hertfordshire SG1 2ST and our registered company number is 01494103.

If you need to contact us for any reason you can call us on 0800 004 999 or email [enquiries@protectmyproperty.co.uk](mailto:enquiries@protectmyproperty.co.uk). You may also write to us at Protect My Property, 11 Silver Fox Way, Cobalt Business Park, Newcastle upon Tyne NE27 0QJ.

Our customer service and technical assistance teams are available Monday to Friday 8am - 8pm, you can also visit our website [www.protectmyproperty.co.uk](http://www.protectmyproperty.co.uk) to find out more information about us.

Support information, contact us details and the ability to raise support tickets are also available directly from the support links within the mobile app or web-portal.

## **Basic Requirements:**

You need to:

- be over 18
- be a resident of England, Scotland or Wales
- pass a credit check if we run one, and
- pay by recurring card payment (we may at our discretion accept full payment upfront for your subscriptions services)
- The consent of the Property owner, if that's not you.

## **Technical Requirements:**

Smart home hub

- 24/7 access to broadband internet
- A good mobile network coverage at the Premises where your smart home products are installed
- A spare Ethernet socket for your Smart Home hub within one meter of its location,
- A spare power point within one metre of the location of the Smart Home hub
- Access to the internet via your device whenever you want to use the smart home app on your mobile or tablet.

Cameras\Doorbells

- A spare power point within 2 metres of the install location of each camera with a good Wi-Fi signal strength and minimum upload speed of 500 kbps,
- A good WiFi signal with minimum 2 Mbps upload speed at the install location of the doorbell, a working mains-powered door chime with a 12V, 1 amp output and wiring to doorbell location,
- Please visit the ICO and check any registration requirements for cameras and/or video doorbell at <https://ico.org.uk/Your-data-matters/cctv-on-Your-property/>.

Smoke and Heat Detectors:

- Smoke and Heat Detectors are NOT installed to meet UK Building Regulation Standards which amongst other requirements require a permanent electric power supply. Building Regulations vary throughout the UK and we advise you to take necessary precautions to install separate fire alarm systems.

## **Subscriptions:**

Along with purchasing hardware you will require a monthly subscription in order for your system to function. Full details are included within the agreement and on our website; however, an overview of the subscriptions is below:

Doorbell Only: Basic functions of a video doorbell including notifications to your mobile device and clips saved to your account.

Camera Only Packages: Maximum of 4 IP cameras with notifications of movement sent to your mobile device and clips saved to your account.

**Alert:** Home security package with notifications of activations and activity sent to your mobile device along with the ability to control your system remotely.

**Active:** All the features of the Alert package with the addition of Home Automation allowing control of Z-Wave devices manual, scheduled or via rules.

**Aware:** All the features of the Alert package, with the addition of up to 4 IP cameras with notifications of movement sent to your mobile device and clips saved to your account.

**Dynamic:** Full access to all functionality including security, automation and video to a maximum of 4 IP cameras.

### **Ordering:**

Our acceptance of your order will take place when we send an email to the email address you give us to accept your order, at which point a contract will come into existence between you and us.

If we're unable to accept your order, we'll contact you to let you know why. This might be because the product is out of stock, because we have identified an error in the price or description of the product or because we're unable to meet a delivery deadline you have specified.

Your Agreement lasts for a minimum of 1 months ("Minimum Period"), and is payable by monthly via recurring card payments, unless it ends according to termination provisions set out in this agreement.

### **FuturePay**

What are FuturePay payments and how do they work?

The costs of your subscription recurring payments are made through WorldPay <http://www.worldpay.com/uk> and through a service called FuturePay. This is an internet-based equivalent of traditional standing order and direct debit facilities.

With Futurepay, you arrange to get funds debited from your card, rather than from your bank account.

Once an agreement is created, you can view payments in the Shopper Management System (SMS) on the WorldPay website. To login to the Shopper Management System, please see this guide:

<http://support.worldpay.com/support/shopper/kb/shoppermanagementsystem/sms3100.html>

Please note, any contract is between you and Protect My Property Service Limited rather than with WorldPay.

How often will FuturePay payments be made?

Future Payments made with Protect My Property Service Limited will be made in monthly instalments for a minimum of 1 months and thereafter until you cancel your agreement with us. The monthly fee for your subscription will be detailed on your order confirmation and can also be found on the subscriptions page of our website.

## How to cancel any FuturePay agreement

A Recurring Payments (FuturePay) agreement can be cancelled by you or the through Protect My Property Service Limited. WorldPay is unable to cancel your order/agreement or to provide you with a refund.

### **Delivery:**

We will arrange to deliver your Equipment to your Property within 14 days of your order being accepted, unless we have informed you otherwise. Delivery may occasionally be delayed by circumstances beyond our control, but we will let you know if there's a problem.

### **Self-Setup:**

If you've bought any product without opting/purchasing for a professional setup, you are responsible for setup and configuration. Please see the online and/or included product user guide for help on how to do this. You can contact our Customer Service Centre to support and assist with the configuration of your system; this will be done via remote connection to your system and requires your hub to be connected to a working broadband line.

We won't be responsible, and no refund will be given for any costs, loss or damage that you do to your property or suffer which is caused by the incorrect installation of your product.

### **Professional Setup:**

We will provide an appointment time, during normal working hours which are 8.00am – 6.00pm Monday to Friday, to setup your product. We aren't responsible for delays caused by bad weather or any other circumstances beyond our control.

You'll be responsible for ensuring that before we install your property you have met the minimum requirements set out in this document, and that someone 18 years or older will be present at all times.

We will not work in your home if they believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment.

### **How we deal with faults:**

We are legally obliged to supply goods that conform to this Agreement and we use reasonable skill and care in providing the Services.

Please call our customer service centre to discuss any faults with your system or service who will look into this and provide first line support with regard to resolving your issues.

The Service is not fault-free and can be affected by things like the speed and quality of your broadband service, signal strength, broadband upload speed, quality and stability of your WiFi equipment, extreme weather conditions, temperature changes, mobile coverage, the thickness of walls, metal, foil, mirrors, TVs, refrigerators or heating, ventilation, and air-conditioning systems in the Property.

We can't guarantee that you will always get a push notification every time a sensor is triggered, or that push notifications that are sent to you will be delivered straight away or successfully. Because of this we limit our

potential liability to You. We strongly recommend you take all precautions to protect your property, like using physical security measures and maintaining the right home and contents insurance.

### **Returns, Repairs and Change of Mind Policy:**

All materials and parts purchased from us are guaranteed for one year from the date of purchase. Within this one-year period, if the materials or parts develop a fault then we'll repair or replace them free of charge.

This guarantee only applies to material we provide and repairs we carry out and doesn't apply to any other unrelated faults with services.

You can change your mind: You can cancel your purchase and this Agreement within a period of up to 14 calendar days ("Change-of-Mind Period") after the date of delivery of your order provided that you return any equipment in its original state and packaging and free from any damage.

### **What we expect of you:**

We expect you to comply with this Agreement and any reasonable instructions that come with the Equipment, and to pay all the Charges, on time and by recurring card payment, unless we have agreed otherwise. The Monthly Service Subscription Charges will be billed to you monthly in advance.

We can suspend access to the Services or end this Services Agreement for a number of reasons, including:

- If you don't pay the charges or
- If we think you're using the service or equipment in a manner which is illegal, fraudulent, contrary to instructions or user manuals given with the equipment, or in any way that is harmful to others or to our network.

### **How we process your data:**

We will process information about you and collect information on how you use our services. This includes third party services you use in conjunction with our services, for example your location and account activity. We do this to enhance your overall experience with us and make it more relevant to you.

We may use and analyse your personal details to help us run your service(s) and account, including for credit checking and fraud prevention. We may share and combine that data and your information with carefully selected third parties for the same reasons. Your information is treated in accordance with our privacy policy, which you can read at <https://www.protectmyproperty.co.uk/privacy-policy/>

Please note that some of our services will be provided via third parties such as alarm.com and various alarm receiving centres, banks, card payment service providers, courier and logistics companies they will be processing your data to the extent necessary to provide such services.

## The Service Agreement

### 1. Responsibilities

- 1.1. This agreement is between you and Protect My Property Services Ltd.
- 1.2. You are responsible for ensuring that you, or anyone else you authorise to use the service or any part of it, comply with these conditions.
- 1.3. You can't transfer the benefit of this agreement to anyone else.
- 1.4. Protect My Property Services Ltd. is responsible for supplying the Service using reasonable skill and care to the standards subject to the other terms of this agreement, and for supplying equipment that conforms to this agreement.
- 1.5. Please note that certain elements of the services referred to in this agreement are provided by Alarm.com Incorporated ('Alarm.com'). The terms and conditions upon which Alarm.com provides those services ('Alarm.com Terms') are incorporated into this agreement and appear at Appendix B . Please ensure that you read the Alarm.com terms carefully.

### 2. Agreeing to these Conditions

- 2.1. To subscribe to the service or to buy equipment you must place an order online via our website. By doing so, you will accept these conditions.
- 2.2. When you submit the order, this does not mean that we have accepted it.
- 2.3. Your Order will be accepted when we contact you to tell you that we are able to provide the equipment and/or services or when you receive an order confirmation when you purchase at protectmyproperty.co.uk. At this point and on this date (the "Commencement Date") this Agreement will come into existence and these conditions will be binding on you and us.
- 2.4. The images and descriptions of our equipment and services on our website and other advertising materials are for illustrative purposes only and, although we make every effort to be accurate, your equipment and/or services may differ in some respects, including dimensions.

### 3. Minimum requirements for using the service

- 3.1. In order to use the service, you must have and maintain the following services, consents or facilities ("Minimum Requirements") for as long as we agree to supply the service to you. Your service may be affected or not work in the way you expect if you cannot meet these Minimum Requirements:
  - 3.1.1. 24/7 broadband internet access ("Broadband Service") in the premises.

- 3.1.1.1. The Broadband Service must have a minimum Download/Upload speed of 10Mb/1Mb per second and come with an unlimited data capacity for the security systems.
      - 3.1.1.2. Video doorbells require 2mb upload speed and video cameras require 500kb each.
      - 3.1.1.3. If your Broadband Service provider charges you for data usage, you are responsible for any such charges. If you fail to maintain Broadband Service, your continued use of the service without a backup broadband signal is at your own risk.
      - 3.1.1.4. If a 24/7 unlimited broadband service with unlimited data is not available, we are not liable and will not cover any data charges from your supplier.
      - 3.1.1.5. Any changes to your service or broadband provider that results in additional data costs will not be covered by Protect My Property Services Ltd.
    - 3.1.2. At least one spare Ethernet connection into your broadband router located within 1 metre of the Smart home hub and a spare electrical socket within 1 metre from the Smart home hub.
      - 3.1.2.1. If the Smart home hub is to be installed more than a metre away from the router then you need to arrange a power supply and Ethernet cable at the location of installation.
    - 3.1.3. WiFi Indoor and Outdoor cameras require an electrical socket for power within 2 metres of their installed location and a good WiFi signal (-60 to -67dBm).
    - 3.1.4. Good 3G/4G mobile signal coverage within your premises (-85dBm is considered useable).
    - 3.1.5. A contact phone number and current email address when you sign up so that we can contact you easily.
    - 3.1.6. An up-to-date desktop or tablet browser from which to access your account.
    - 3.1.7. A smartphone or tablet with an up to date operating system and good mobile (-85dBm is considered useable) or WiFi signal strength (-60 to -67dBm). If you want to use the remote-access functions of the service using the Mobile App, you will need to download the app and accept the relevant terms and conditions, in order to use the app.
  - 3.2. It's your responsibility to keep all indoor, outdoor and doorbell cameras clean of dirt, spider webs and any obstructions. We accept no liability for failed video verification, or unintended recordings due to light changes, incorrect object detection and motion detection.
  - 3.3. You may need to accept any third-party license conditions if required as part of the service. Additional requirements may arise as and when our range of equipment and additional Services changes/increases.
  - 3.4. Additional requirements will be specified on our website FAQs or you will be notified at the point of purchase.

#### 4. The Equipment

- 4.1. Equipment will accord with any description given to you by us, be of satisfactory quality and fit for purpose. Otherwise you will be able to request a repair and, if appropriate, replacement or refund in accordance with paragraph 9.
- 4.2. Equipment supplied by us is configured to work with our service only unless we have told you otherwise. We may not be able, and have no obligation, to reconfigure any equipment to allow it to work independently or with any other services.
- 4.3. Warranty: In addition, and without affecting, your statutory rights equipment (and their component parts) are supplied with a 12-month warranty from the date of delivery of the order (“Warranty Period”). During your Warranty Period we will repair or replace any faults that develop with the equipment we have supplied (but not unrelated faults, or faults with other equipment). In all cases we reserve the right to inspect the product and verify the fault. We do not cover faults caused by accident, neglect, misuse or normal wear and tear.
- 4.4. Responsibility and ownership of Equipment: Any equipment that we deliver to you your responsibility once it is delivered to you. Once you have received it and paid for it in full, you own the equipment. Until such a time you have paid for the equipment in full, we own the equipment.
- 4.5. Loss or damage to your equipment is your responsibility. If any of the equipment or its component parts are lost, stolen or damaged or destroyed you will still be responsible for paying your Monthly Subscription Fees until you cancel the agreement. You agree to take adequate steps to avoid damage to equipment or unauthorised use or theft of the equipment.
- 4.6. Compatibility: Only equipment purchased directly from us will be compatible with the system and may be used with the service. 3rd party integrations are available, and we will offer support, however we are unable to guarantee the operation of such integrations.
- 4.7. Delivery: We will use a 3<sup>rd</sup> Party delivery service to deliver your equipment to your property, alternatively, it may be delivered by your local representative within 30 days of your order unless we have informed you otherwise. Delivery may occasionally be delayed by circumstances beyond our control, but we will let you know if there is a problem.
- 4.8. Equipment Software: The services and equipment use and include certain software and/or firmware (collectively, the “Equipment Software”). Your use of the equipment constitutes your consent to any license terms associated with the equipment or services. We may provide Equipment Software upgrades, updates, or supplements. You agree that we have the unrestricted right, but not the obligation, to upgrade, update, or supplement the Equipment Software at any time and you need to accept these updates in order to continue receiving the service. Although unlikely, Equipment Software upgrades, updates, or supplements could reset your equipment and erase saved preferences and stored content.
- 4.9. Equipment and packaging may vary slightly from their pictures. The images of the equipment and packaging on our website are for illustrative purposes only. Although we have made

every effort to display the features accurately, we cannot guarantee it will be exactly the same. Your equipment and packaging may vary slightly from those images.

- 4.10. Minor changes to the Equipment. We may change the equipment to reflect changes in relevant laws and regulatory requirements; and to implement minor technical adjustments and improvements, for example to address a security threat.
- 4.11. Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

## 5. Setup and Maintenance of your Equipment

- 5.1. You can choose to setup your purchased equipment yourself, or have it done by one of our representatives. If you choose to self-setup, you must follow the instructions we give you. You should check the product descriptions on our website or marketing materials for more information on your setup requirements.
- 5.2. Professional Setup, removal, servicing, repairs or other work (collectively referred to as "Works") must be carried out by Protect My Property representatives. We accept no responsibility for Works carried out by you or a third party instructed by you or your representatives, on equipment that should be carried out by Protect My Property representatives.
- 5.3. Your Setup Date: We will do our best to carry out the Works on the planned date. We do not pay compensation if we can't complete the Works on the planned date, but we will arrange an appointment with you to complete the Works if necessary. We won't be responsible for delays caused by traffic, bad weather or other things out of our control.
- 5.4. Equipment must not be moved: If you relocate the equipment after it has been setup by us, it may no longer work, and you may be charged if we need to send a representative to the premises to reposition the equipment in a position where it works.
- 5.5. Protect My Property representatives will only work at the premises: Works will only be carried out at the premises. You accept that if you, or anyone else attempts to setup or use the equipment or services at a location other than the premises, the services may fail to function or not function properly.
- 5.6. Our Responsibilities when setting up your Equipment
  - 5.6.1. We will carry out the Works in a workmanlike manner, using reasonable skill and care, if the equipment is incorrectly installed and the operability of the equipment is adversely affected you will have the right to have the equipment repaired or replaced within 30 days at no additional cost
  - 5.6.2. There may be cosmetic damage: We will take reasonable care to carry out the Works without causing any unnecessary damage to your property. But the Works may

require us to drill or cut holes or make other alterations to the premises which may cause some damage (“Alterations”) to the surfaces on or near the locations where equipment will be or has been setup, and you understand and agree that we accept no responsibility for making good such Alterations at any time. Protect My Property representatives do not lift carpets, floorboards or chase walls. You accept that some areas of the premises may require re-decoration after setup, which is your responsibility. If the state of the property is such that material alterations are required before the setup can take place, we must reserve the right to cancel or postpone the Works until such time as such alterations are carried out to our satisfaction. In such circumstances, we reserve the right to charge a reasonable fee where a representative has to visit the Property again in order to complete the setup of the equipment.

- 5.6.3. Visit Fees: You will be informed if you need to pay a fee for our representatives to carry out Works either at the point when you are purchasing equipment, booking your setup date or, if it later becomes apparent that the Works are non-standard as soon as possible after non-standard Works are identified by us. You may be charged if we need to make multiple visits or if we are unable to gain access at a time agreed with you.

Examples of circumstances in which you may have to pay fees are:

- If you buy Additional Equipment from us on terms which require you to pay setup fees.
- If we are unable to perform the works on the proposed date because you have failed to comply with any of your responsibilities and we have to come back again.
- If we are required to reposition, remove, replace or setup equipment because you have relocated or removed your equipment from its original location;
- If You require special or non-standard arrangements for works at the Premises (“Extraordinary Works”). Examples of Extraordinary Works include the location, layout or building materials of the Premises being such that it requires signal boosters, powerline adaptors, extension kits, installation of power sockets, erecting of scaffolding or other additional equipment to complete the Works
- If we need to connect any additional equipment or carry out any Extraordinary Works, we will discuss these with you and agree any costs first, so you can decide if you want to proceed.

## 5.7. Call Out Charges

- 5.7.1. Applicable for setup of new devices where you require our representatives to visit your property to complete the setup.
- 5.7.2. Applicable if you have changed the initial setup such as your video motion detection and video object detection, your broadband provider has changed the router and

you have not kept a record of your SSID and password due to which a visit may be required to reset cameras and doorbells. Wherever possible we will assist you via email, our ticketing system or on the telephone to avoid such a visit at no additional cost to you.

- 5.7.3. An hourly callout charge is applicable at the then current rate. Call or email Customer Services for call out charges.
- 5.7.4. You are responsible for the costs of replacement batteries and devices that have passed the Warranty Period.
- 5.8. Your Responsibilities when we are working at the Premises:  
On or before the Installation Date you must:
  - 5.8.1. Meet all the Minimum Requirements that apply;
  - 5.8.2. Provide a UK standard grounded electrical outlet and working data network cables at the premises and at any designated locations in the premises for equipment using AC power.
  - 5.8.3. Provide a safe working environment and reasonable access to the premises and the locations within the premises where the Works will be carried out. Examples of an unsafe working environment are chemical or environmental hazards, pest infestations, dangerous animals, the risk of verbal or physical abuse or harassment;
  - 5.8.4. Ensure that an authorised adult is at the premises to grant access for the purposes of any Works, who stays at the premises at all times whilst our representatives carry out their work. It is your responsibility to rearrange your appointment if we can't get access to the premises;
  - 5.8.5. Have obtained permission from the owner, landlord, building manager or any other party necessary if you do not own the premises, to allow us to carry out the Works and provide the services, and to make alterations if appropriate. You promise to pay our costs and any losses if any third party makes a claim against us in the future, for carrying out the Works or supplying the services at the premises;
  - 5.8.6. If the premises is listed, or carries any specific restrictions, you must have obtained all relevant permissions or consents required to provide the service and to allow us to carry out the Works and to make alterations, if appropriate. You promise to pay our costs and any losses if any third party makes a claim against us for carrying out the Works at the premises;
  - 5.8.7. Call us as soon as possible to tell us if you cannot keep the appointment for your setup date.
  - 5.8.8. If you do not allow us access to your property to setup the services as arranged, we may charge you additional costs incurred by us as a result. If, despite our reasonable

efforts, we are unable to contact you or re-arrange access to your property we may end the Agreement.

## 6. The Service

6.1. The services available to you will depend on the subscription package you have subscribed to, in order for certain equipment to operate correctly the appropriate the relevant subscription package will also be required, see details below:

### 6.1.1. Doorbell Only

- Mobile App - Monitor and control purchased services via mobile app for iOS, Android, and Windows Phone devices.
- Doorbell Camera - Single Doorbell Camera and 400 clips of storage with 400 clips/month bandwidth.

### 6.1.2. Video Only Subscriptions

- Mobile App - Monitor and control purchased services via mobile app for iOS, Android, and Windows Phone devices.
- IP Cameras - Up to 4 cameras (Internal, External or Video Doorbell) with 3,000 clips of storage with 3,000 clips/month bandwidth.
- Alerts for object detection (people, vehicles, and animals) with enhanced notifications, video tripwire recording, and activity zone recording. (Requires a compatible camera.)

### 6.1.3. Alert

- Mobile App - Monitor and control purchased services via mobile app for iOS, Android, and Windows Phone devices.
- Dual Path - Supplied with AT&T Unlimited Data SIM and Ethernet connectivity providing dual path communications.
- Interactive alarm services - remote panel arming/disarming, and delivery of alarm notifications, system status updates and supervisory signals.
- Notifications - Use actionable notifications and reminders to make quick updates to your system without opening the app.
- Automatic notifications such as Sensor left Open, No Show, or Arming Reminders to stay aware of what's happening in the home.
- Create push and email notification rules during specific time frames.
- Receive real-time email and mobile notifications when specific sensors report activity in all alarm states, armed or disarmed.
- Activity Monitoring - Includes 24/7 monitoring of up to 50 zones or sensors, activity reporting.
- Provide complete awareness and insight into what is going on around the property with sensor activity monitoring for up to 50 sensors by default.
- Monitor non-alarm activity reported by specific security sensors such as door contacts or motion detectors even when the system is disarmed.
- Geo-Services - Automatic notifications based on the user's localisation or proximity to their set geo-fence.
- Supervision - Daily signal supervision letting the user know when the panel is not responding.

- 6.1.4. Active
  - All features described in the “Alert” package, plus:
  - Home automation - the ability to control via rules, schedules and scenes supported Z-Wave enabled devices.
- 6.1.5. Aware
  - All features described in the “Alert” package, plus:
  - IP Cameras - Up to 4 cameras (Internal, External or Video Doorbell) with 3,000 clips of storage with 3,000 clips/month bandwidth.
  - Alerts for object detection (people, vehicles, and animals) with enhanced notifications, video tripwire recording, and activity zone recording. (Requires a compatible camera).
- 6.1.6. Dynamic
  - All features described in the “Active” and “Aware” packages
- 6.2. We will provide you with the service using the same reasonable skill and care of a competent service provider, providing the same commercial service. We will attempt to re-perform disrupted services when possible and if something goes wrong, we will try to fix it quickly. If the service failure is proven to be the direct fault of Protect my Property then appropriate remedy of either repeat service or a price reduction will be made available to you. We offer support 8am-8pm Monday to Friday.
- 6.3. The Services are not fault free
  - 6.3.1. The service relies on you having the Minimum Requirements but there are also a range of different geographic, atmospheric or other conditions or circumstances beyond our control which can impair the service. For instance, how well your equipment communicates with the Smart Home hub is affected by things like the thickness or material of the walls, metal, foil, mirrors, TVs, refrigerators or heating, ventilation, air-conditioning systems in the premises or the speed and quality of your Broadband Service.
  - 6.3.2. Devices which use radio frequencies (e.g. baby monitors or Freeview television receivers) in or near the premises may also affect or be affected by the service and you should ensure that you check these at the point of setup.
  - 6.3.3. Access to the service via the Mobile App can be affected by mobile network or WiFi coverage in the area you are in or the device on which the App is being used. We are not responsible for any sensor-triggered notifications that you miss, are delayed or not delivered. We are not responsible for any notifications that have been triggered accidentally or inadvertently. If a sensor fails to trigger a notification and that failure is caused by a fault in the sensor equipment during the Warranty Period, then please notify us immediately to arrange a repair or replacement.
- 6.4. Occasionally we may have to:
  - Bar access to the service on a temporary or permanent basis to (amongst other things) prevent fraud, nuisance, abuse or unusual use of the service or in

circumstances if we or third parties are suffering or would suffer a direct loss and in particular, if we believe you have no intention to make payment for the service; and/or

- Migrate your account from one platform to another. If we do, and the migration will affect your service in any way, we will give you notice. If you are migrated, your recurring card payment collection date may change.
- We operate a pay monthly service that's prepaid, so access may be automatically barred if payment is not made on the due date.

- 6.5. Permitted Use and Restrictions: You must comply with these conditions and use the service only in the way permitted in these conditions. If you do not, we may terminate this Agreement.
- 6.6. The Service is for your personal use only: You are not permitted to use it for business purposes or to re-sell, lease or distribute any of elements of the service or equipment supplied in connection with the service. If you resell the equipment, you cannot sell any software included in the equipment, which means the equipment may not function. Where it is possible to do so, Protect My Property Services Ltd. has the sole and absolute discretion to activate equipment Software to enable the operation of equipment.
- 6.7. Use as instructed: You agree to use the service (including software and equipment) only as permitted under this Agreement and in the way described on [protectmyproperty.co.uk](http://protectmyproperty.co.uk), Equipment documents with packaging, any User Guides or other instructions issued by us and in a responsible manner. You must use authorised equipment for the services you are trying to use. If you are a parent or guardian, you are responsible for the use of the equipment and the service by a child or young person in your care. You agree not to use the service, nor allow the service to be used for fraud, illegality, in a manner that is harmful, contrary to these Permitted Uses and Restrictions or that causes annoyance.
- 6.8. No modifications: You agree you won't make any modifications to your equipment or software or their respective programming to enable either the equipment or software to operate on any other system.
- 6.9. You are responsible for updating your software: You are responsible for ensuring that the Operating Systems on your mobile devices, desktops and Broadband are compatible with the service you have taken from us and has the necessary software updates and installations required in order to access the Services. Unless we say otherwise, you are responsible for backing up your data and other software before transferring it or reinstalling it on new equipment. You must follow the instructions we provide to you about accessing your services through your equipment.
- 6.10. Feedback: You agree to give us any information we reasonably ask for in relation to this Agreement and you warrant that any information you give us is factually correct and up-to-date.
- 6.11. Account security: You will take adequate steps to protect your password and account security to prevent unauthorised use of the service, including taking additional steps to

secure access to mobile devices on which you use the Mobile App and in particular if you use functions which allow the App to store and recall your password without prompting (e.g. 'Remember Me') on subsequent visits.

- 6.12. You agree to cooperate with us in our reasonable security checks.
- 6.13. You must tell us immediately if anyone makes or threatens to make any claim or issues legal proceedings against you relating to your use of the service or the content and you will, at our request, immediately stop the act or acts complained about. If we ask you to, you must confirm the details of the claim(s) in writing.
- 6.14. Indoor and Outdoor Cameras ("Cameras")
  - 6.14.1. Respecting Privacy: The Cameras will allow you to connect to view the premises via video over the Internet at any time, including when you are not physically present in the premises. You therefore agree that you will keep your Cameras in unobstructed visible locations and will not use the equipment to record sound or images or to view images in locations where there might otherwise be an expectation of privacy. You are responsible for ensuring that Cameras only capture images of your private property. If you capture images, sounds or voices ("Recordings") that are not from your own private property you accept any and all liability for any breach of data protection laws and / or criminal liability that arises. You will not view, capture, store, or provide access to sound or to an image in a manner that violates the personal privacy or rights of another individual.
  - 6.14.2. Registration with the ICO may be required for Camera systems and or Video doorbells. Please visit the ICO and check requirements <https://ico.org.uk/Your-data-matters/cctv-on-Your-property/>
  - 6.14.3. Recordings will be transferred and stored over the internet: You will be able to control your Camera equipment and will have the ability to enable and disable any video recording features, set alerts, and send videos or pictures from the Cameras in the premises over the Internet to another device, such as a mobile phone.
  - 6.14.4. You will also get cloud storage (or such storage of which you are notified from time to time) available for videos and pictures. The amount of storage available to you will be set out in your subscription package and may be varied. If we reduce the amount of storage available to you, we will notify you in advance.
  - 6.14.5. The video clips and stills you choose to store will be encrypted and uploaded for storage on cloud servers. The data stored here will not be accessed or viewed by us, nor disclosed to any third party, unless we are required to disclose such data by the Police or other Authority with a valid warrant or court authorisation, or unless in accordance with our Privacy Policy.
  - 6.14.6. You are responsible for pictures and videos transmitted to third parties from the Camera equipment to your cloud storage. You are responsible for any back-up and

restoration of pictures and videos. We are not responsible for the loss of any pictures or video or for the back- up or restoration of any pictures or video. We do not guarantee the quality of service for any videos or pictures sent over the Internet, either by mobile device or by personal computer. Image quality may be impacted by available bandwidth and network speeds that are beyond our control. A good WiFi signal of at least 50% strength is required for a viewable service.

#### 6.15. Service Charges:

- 6.15.1. You must pay the charges for the services you subscribe to by recurring card payment monthly in advance. This service is through WorldPay <http://www.worldpay.com/uk> and through a service called FuturePay. Charges for upfront payments, Service and Maintenance Service Visit Fees (if any) and Monthly Subscription Charge will be set out in your Order Confirmation. Please note, any contract is between you and Protect My Property Service Limited rather than with WorldPay.
- 6.15.2. We may charge fees if you're late in paying. For any overdue payments, we may charge interest at 2% per annum above the base lending rate of Natwest Bank Plc. That interest will be calculated from the due date until the date of payment and on a daily basis. We reserve the right to charge a late payment fee for our reasonable administration costs which result from late or non-payment of Charges. Further information about any such fees will be posted on our Website.
- 6.15.3. We may suspend access to the Service if you miss a payment. We may reconnect you once you have paid all outstanding amounts and a reconnection fee may apply.
- 6.15.4. We may end the Agreement if you do not pay any Charges that are due or if you are bankrupt or for any of the other reasons set out in the termination section of this agreement
- 6.15.5. We require you to pay your Charges by recurring card payment unless we tell you otherwise. An additional Charge may apply if you do not pay by these methods, which will reflect the cost to us of processing your non-recurring card payments we will set out the amount of any such charge on our website. If you are paying by credit or debit card you authorise the payment card company to give us and, on a strictly confidential basis, to our subcontractors and/or agents, details about your payment card account if it is necessary in connection with the Agreement. You also authorise them to let us know if your payment account is terminated or suspended at any time.
- 6.15.6. If there are any increases to your Monthly Subscription Fees, other than those in paragraph 6.15.7, we will notify you, after which you can end your services agreement, in accordance with paragraph 10.3. If you do nothing this means you

accept the new charges and the agreement will continue with the new charges.

- 6.15.7. Paragraph 6.15.6 (above) will not apply to any increases to your charges that are a result of a requirement by Government or competent regulatory body. This includes any increase in the rate of VAT, the imposition of a new tax or extension of an existing tax that has not previously been applied.
- 6.15.8. You are liable for all Charges incurred under this Agreement whether by you or anyone else uses the service (with or without your knowledge). You must pay the Charges to us or anyone else we ask you to pay on our behalf.
- 6.15.9. All charges are quoted to you inclusive of VAT (at the prevailing rate).
- 6.15.10. Service Information: We will send you service updates, and other important service information using the details you have used to register your account or supplied through the Mobile App. It is your responsibility to ensure these details are consistent and kept up to date.

## 7. How long does the Services Agreement last?

- 7.1. Your services Agreement lasts for a minimum term of 1 month (called a “Minimum Period”) after which your Agreement will renew for a further 1 month unless and until you or we cancel it. The Agreement will end only when it’s ended by you or us in accordance with paragraph 10.
- 7.2. This Agreement starts on the Commencement Date (as defined in paragraph 2.3).

## 8. The Change-of-Mind Period

- 8.1. If you change your mind you can cancel this Agreement within 14 calendar days of the date of your order.
- 8.2. You agree to the Service starting immediately after setup, which means if you do cancel within the change-your-mind period you will only have to pay for what you have used.
- 8.3. You have 14 days after you have notified us of cancellation in which to return any Equipment. You must return the equipment complete with all the original parts, undamaged, unlocked with proof of purchase and in the state, it was delivered to you, with the original packaging using one of the methods described in Our Repair and Returns policy.
  - 8.3.1. This agreement will be cancelled, and a refund issued using the same method of payment you paid with within 14 days:
    - 8.3.1.1. Of us receiving the goods back, or of you providing evidence of having sent the goods back (whichever is the earlier)
    - 8.3.1.2. Deductions may be made for any damage, missing parts, lack of proof of purchase etc. in respect of any Equipment returned.

#### 8.4. Costs of returning Equipment

8.4.1. You must bear the cost of returning the equipment to us with original parts and the original packaging. We may charge you the reasonable costs that we incur in collecting it, which may be substantial. You must make the equipment available for collection on our request. If you paid any money for the equipment, we will refund that money to you when we get the equipment back from you in the requisite state and condition, less any charges. If the equipment is not in the state and condition required by this agreement, we reserve the right to charge you in full for such Equipment.

8.4.2. If you have equipment for which you require help from a representative to remove you must contact us to arrange a time to do so. You will have to pay a fee to have equipment removed. For more information and removal charges please contact Customer Services. If you wish to instruct a third party to remove, then we will not be liable for any charges imposed by them or any damage caused to your property by them. You will be liable for any damage to the equipment caused by them and you are responsible for returning the equipment in the same condition in which it was delivered to you.

8.5. If you change your mind about the Mobile App - This is a monthly service App designed to be used in conjunction with the system, although you can still use the service without it. By downloading the App, you are giving your express consent for digital content to be supplied to you before the 14-day cancellation period has expired and you acknowledge that your statutory right to cancel the App will be lost as soon as you download it. However, you can cancel the App at any time by simply deleting it from your device.

#### 9. Returns and Repairs

9.1. If you find the equipment is defective or you think that is not as described to you when you bought it, within 30 days of receipt of goods:

9.1.1. you will be entitled to a full refund as long as the product is returned to us in line with the Repairs and Returns Policy at all times.

9.1.2. You can return the goods for repair or replacement in line with the Repairs and Returns Policy.

9.2. Alternatively, if you are within your Warranty Period and you find a fault with your equipment you can contact us for a repair or replacement under the warranty service. This does not affect your statutory rights.

9.3. Deductions will be made from your refund for deductions any damages, missing parts and lack of proof of purchase.

#### 10. Ending this Agreement

- 10.1. You can end this Agreement at any time by giving us Notice, in accordance with paragraph 10.3 if
- We break a material term of this Agreement which completely restricts our ability to provide you with the service and we don't correct it within 7 days of receiving your complaint.
  - We go into liquidation or a receiver or administrator is appointed over our assets;
  - We increase our charges in a way that would allow you to end the Agreement under Paragraph 6.15.6
  - We change the terms of this Agreement to your significant disadvantage (which for the avoidance of doubt shall not include an increase in Charges for Additional Services, or an increase in Charges as set out in paragraphs 6.15.6 and 6.15.7).
  - Or for convenience on 30 days written notice to us after the initial Minimum Period.
- 10.2. We can suspend access to the Service or end the services Agreement and/or any related Agreement at any time with immediate effect (and in addition to any other rights we have), if:
- You don't pay Charges when they are due. This includes any deposit we may have asked for;
  - You break this Agreement and/or a Related Agreement in any other material way and you don't correct the situation within 7 days of us asking you to;
  - We reasonably believe that the Service is being used in a way forbidden by Section 6 even if you don't know that the Service is being used in such away;
  - You are in breach of section 6 or you persistently behave in a way that would allow us to bar your Service in accordance with paragraph 10.2 of this Agreement;
  - We reasonably believe that you are infringing or have infringed our Rights or the Rights of a third party;
  - You are the subject of a bankruptcy order, or become insolvent, or make any arrangements with or for the benefit of creditors; or
  - You refuse to return or unreasonably delay in returning any payment, refund or credit that has been made to you in error or for the incorrect amount.
  - You unreasonably use the equipment or services, for example, you raise excessive false alarms.
- 10.3. Notice Period for ending this Agreement
- 10.3.1. This Agreement can be ended by you by giving at least 30 days' written Notice following the initial Minimum Period, unless your statutory rights allow otherwise you must pay us any outstanding Charges, including the Charges for this notice period and up to the Service termination date which will be at the end of the calendar month after the month in which you issue termination notice.
- 10.3.1.1. Or by us at any time by giving at least 30 days' written Notice.
- 10.3.2. If you end the Agreement during the Minimum Period or we end this Agreement because you have breached the Conditions during the Minimum Period, then you will have to pay a fee of no more than the sum total of each of the missed Monthly Subscription Charges up to the end of the Service Termination Date. This doesn't

apply if you end the Agreement for one of the reasons in paragraph 10.1 except when you terminate for convenience under 10.1

- 10.3.3. What Equipment will work if the Service is suspended or terminated: The services and functions of devices are subject to change. Please download the latest version of our terms and conditions from <https://www.protectmyproperty.co.uk/terms-and-conditions> for the latest changes.

Please note that once you terminate the services we do not guarantee and support any of your devices, equipment, mobile app or any other product and service purchased from us. This paragraph is a guide to help you make your purchase decision and we do not guarantee or warrant that any of the devices and equipment will work after termination of the services.

## Account Termination

You will not have access to:

- The mobile user app or website to monitor your home
- Customer support or maintenance
- Editing arming schedules, rules and automation schedules
- Panel programming, editing devices, removing devices, remotely adding devices
- Rediscovery Z-Wave network services if automation devices fail or lose connection
- Remote reset of system for malfunctioned devices.

## Devices and Equipment

- Smart Security Panel: Any schedules or rules setup prior to termination will continue to work but no new schedules or rules can be applied.
- Door & Window Contacts: These will still work as standard sensors and trigger the sounder in the panel or sirens when armed but will not send notifications or emails about the sensor activations, health or low battery information.
- PIR Motion Sensors: These will still work as standard sensors and trigger the sounder in the panel or sirens when armed but will not send notifications or emails about the sensor activations, health or low battery information.
- Wireless Keypad: The keypad will work for arming and disarming the system, but the Duress, Medical, Fire, Police functions on the keypad will not be sent to the alarm receiving centre.
- Remote Key fob: The remote will work to arm and disarm the system.
- Panic & Wrist Button: These will still work as standard panic buttons and trigger the sounder in the panel or sirens when activated but will not send notifications or emails about the sensor activations, health or low battery information.
- Smoke Sensor: The smoke sensor will trigger an alarm to the panel if activated but not send any notifications via email or to your mobile devices.
- CO Sensor: The CO sensor will trigger an alarm to the panel if activated but not send any notifications via email or to your mobile devices.

- Indoor & Outdoor Cameras: All access to cameras will be lost, no recording or live view will be available.
- Video Doorbell: All access to live view, recording will be lost. The doorbell chime function sound will still operate when the doorbell is pressed provided it was left in the on position before termination
- Smart Plug: These will still work locally and can be turned on and off manually, any schedules or rules setup prior to termination will continue to work. Any Z-Wave devices that are moved from the install location may not work and cannot be rediscovered after termination.
- LED Bulb: These will still work locally and can be turned on and off manually, any schedules or rules setup prior to termination will continue to work. Any Z-Wave devices that are moved from the install location may not work and cannot be rediscovered after termination.

Reconnection of terminated accounts:

- Reconnection fees and a site visit may be required for terminated accounts.
- Standard fees apply at current prices.

10.4. To cancel any FuturePay agreement:

- 10.4.1. A Recurring Payments (FuturePay) agreement can be cancelled by you or the through Protect My Property Service Limited. WorldPay is unable to cancel your order/agreement or to provide you with a refund. To cancel the agreement yourself: log in to the Shopper Management System. For more information on logging in, refer to the Shopper Management System:  
<http://support.worldpay.com/support/shopper/kb/shoppermanagementsystem/sms3100.html>

11. Customer Services

- 11.1. To contact customer services, including technical support, please use the Support Centre section of your mobile app or web portal, email us, or call us. You can find customer service contact details on our website. We may record or monitor calls, emails and any other communications between you and us (including those for example on social media) for training and quality control and our lawful business purposes. Our third-party agents may do the same.
- 11.2. Our Customer Service and Technical Support centre is available 8am-8pm Mon – Friday excluding Public holidays
- 11.3. Outside of normal operating hours, or for non-urgent support requests, a support ticket can be raised from within the mobile app or web-portal which will be responded to as soon as possible.
- 11.4. If you have a complaint, please contact customer services (details are in the "Contact Us" section of the Website). You may also write to us at Protect My Property, 11 Silver Fox Way, Cobalt Business Park, Newcastle Upon Tyne, NE27 0QJ.

12. Keep your details up to date

- 12.1. You must give us your current email address and postal address for the purposes of online-billing and receiving notices and other communications from us. You cannot provide us with addresses for businesses, mailboxes or organisations. You must keep this address up-to-date and/or tell us immediately if there are any changes to it. You are responsible for making sure your email address works and you will be responsible for all consequences for errors in sending and receiving email (including our emails being directed to your "junk mail") unless we are negligent.
- 12.2. When you sign up to this Agreement, you can make some changes to your details and account online by accessing your account or by calling customer services.

13. Limitations on liability

- 13.1. We have no liability apart from the duty to provide the products and services in accordance with the terms of this agreement, this does not affect your statutory rights. We don't accept liability for losses which haven't resulted naturally from our breach or which we could not have predicted, or any loss of data, profits, business, costs, expenses, or any other form of financial loss. We will provide you with compensation that you are entitled to in accordance with your statutory rights.
- 13.2. We shall not be liable for any loss resulting from your use or reliance on the service, including any loss arising out of any delays or interruptions to the service, failed or delayed emails, in app notifications, mobile notifications, voice calls to site or keyholders or use of the service otherwise than in accordance with the provisions of clause 13.1 above.
- 13.3. If we have been negligent when carrying out works at the premises and that negligence resulted in damage to your property we shall be responsible for making good any such damage caused to your property and any damage caused by the equipment (provided that the equipment is being used in accordance with any instructions or guidance provided to you or otherwise in accordance with these Conditions )
- 13.4. You agree that we have no responsibility for the deletion, loss or corruption of any recordings, personalised settings or notifications, unless we are negligent.
- 13.5. Nothing in this Agreement excludes or restricts the liability of either you or us for:
- (a) death or personal injury resulting from negligence; or
  - (b) fraud or fraudulent misrepresentation.
- 13.6. If we are found to be liable to you our liability will not exceed the total amount you have paid to us under this Agreement in that 12 months prior to the date on which the liability arose (except in either case under the paragraphs immediately above or below).

- 13.7. Nothing in this Agreement will exclude or restrict the liability of either you or us for any liability that can't be excluded or restricted by law.
- 13.8. Things beyond our reasonable control - If we can't do what we have promised because of something beyond our reasonable control (such as lightning, floods, exceptionally severe weather, fire, explosions, epidemics, war, civil disorder, industrial disputes, acts of terrorism, acts or omissions of others for whom we are not responsible (including other telecommunication providers), acts of local or central Government or other competent authorities), neither of us will be liable for this

#### 14. Assignment

- 14.1. You can't assign or transfer any of your rights under this Agreement to anyone else unless we agree in writing.
- 14.2. We can assign or transfer our rights and obligations under this Agreement or any part of it or a Related Agreement, on the same Conditions, to any third party.

#### 15. Notices

- 15.1. Any notice related to this Agreement must be:
  - 15.1.1. by you in writing and delivered by hand or sent by pre-paid post, to us at the address on our website or be delivered through the 'Contact Us' section of our website. You will need to tell us your full name, and the address at which your service is fitted when sending notice through the 'Contact Us' section of the website; and/or
  - 15.1.2. by us in writing by post or email to you at the most recent address you have given us (and you must keep us updated if your details change), or by SMS, by notification through the Mobile App or bill communication, website notification or other method of written notification which we may reasonably use to communicate with you.

#### 16. Changes to the Agreement

- 16.1. We can make reasonable changes to this Agreement at any time or to reflect any changes in legal requirements. All changes will be posted on our website. Please check regularly for updates.
- 16.2. If we change the Conditions of this Agreement to your significant disadvantage (in our reasonable opinion) we will give you 30 days' notice before the changes take place.

#### 17. How we use your information

By registering, subscribing or using our services, you consent to the collection and use of your personal data in line with our Privacy Policy. Please see Our Privacy Policy for more details at <https://www.protectmyproperty.co.uk/privacy-policy/>

#### 18. Miscellaneous

- 18.1. If either you or we choose not to, or delay in enforcing any right or remedy under this Agreement this won't be a waiver of those rights or remedies. If you break this Agreement, and we choose to overlook it, we can still end this Agreement if you break it again and vice versa.
- 18.2. Each of the paragraphs of the Agreement operates separately. If any of them are found by a Court to be unreasonable or inapplicable the others will still apply.
- 18.3. Third parties can't benefit from this Agreement or Related Agreements under The Contracts (Rights of Third Parties) Act 1999.
- 18.4. This Agreement is governed by English law and is subject to the exclusive jurisdiction of the English courts, which both you and we submit to.

## Appendix A - DEFINITIONS

"Additional Equipment" means Equipment purchased on an equipment-only basis either for use with the Smart Home Service or which is only available for purchase by customers

"Additional Services" means extra services (i.e. not the Services You pay for as part of Your Monthly Subscription Charges) that You may use or choose to take from Us and/or third parties, which may or may not be covered by a Related Agreement, including but not limited to the provision of enhanced installation (like Home Moves) and mobile applications;

"Additional Services Charges" means charges for Additional Services.

"App Software" refers to the alarm.com app (whether installed on a mobile device or desktop) and any Related App.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when the banks in London are open for business;

"Call-Out" means an instance when We are required to attend the Property, this includes but is not limited to; either in response to an alarm activation or a request by You or Your Emergency Contact;

"Change-Your-Mind Period" means the number of days You have to cancel Your Agreement and/or return or swap Your Equipment, which will be 14 calendar days unless otherwise specified.

"Charges" means all the charges associated with Service(s) described in this Agreement, the Related Agreements, on Our Website and in any marketing material, including Monthly Subscription Charges, Installation and Maintenance Fees and Additional Services Charges and charges under a Device Plan

"Equipment" refers to any and all of the internet-connected devices and other products in the range of equipment we supply, whether supplied as part of a kit, as part of any other bundle, sold separately as Additional Equipment (and any software embedded therein) including the Smart home Security Control Panel, sensors, cameras, door locks, and other devices, but does not include any existing Inside Wiring at the Premises. Equipment may be new or As-New, which means the equipment has been inspected and tested, at our discretion;

"Event Outside Our Control" means any cause materially affecting the performance of Our service and of Our obligations under the Contract arising from any event or circumstances beyond Our reasonable control including acts of God, strikes, lock-outs or other industrial disputes, war, riot, fire, flood, or any natural disaster affecting Our service or a third party for which a substitute third party is not reasonably available;

"Monthly Subscription Fees" are the monthly service fees for Your chosen service package, currently described as Doorbell Only, Video Only, Alert, Aware, Active & Dynamic. These are subject to change from time to time.

"Nominated User" an eligible person nominated and authorised by the Account Holder to access, control and use the Account Holder's Service to control Equipment at the Account Holder's Premises.

"Normal business hours" 8am to 8pm Monday to Friday excluding UK Bank holidays

"Notice" means a notice as set out in Paragraph 15;

"Premises" refers to the address at which the Account is registered and identified in the as the address at which the Equipment is installed.

"Property" means Your residential property at the address set out in the agreement

"Related Agreement(s)" means other terms and conditions which You separately agree to, under which We or Our group companies agree to provide You with good(s) or service(s), including but not limited to consumer credit agreements and the Alarm.com Terms;

"Rights" means copyright, trademark and other relevant proprietary and intellectual property rights;

"Services" means the services described in the agreement

"Software" refers to both App Software and Equipment Software.

"Works" means installation, de-installation, servicing, maintenance, support or repairs or any other work that is required to be performed by our Installer at the Premises.

## Appendix B - Alarm.Com Terms

IMPORTANT – PLEASE ENSURE THAT YOU READ THE ALARM.COM TERMS AND CONDITIONS CAREFULLY:

### Background

- (A) You have agreed to purchase residential or commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer (“Dealer”). This purchase has been made under an agreement with the Dealer (“Dealer Agreement”).
- (B) Alarm.com Incorporated, a Delaware corporation (“Alarm.com” or “us” or “we”), has authorized the Dealer to market and sell Alarm.com’s services (“Services”) to you with certain hardware and other products, including communication modules, video, imaging and/or home automation devices (“Equipment”) that enable the Services.
- (C) Clauses A1 through A13 are the terms and conditions of Alarm.com’s offering of the Equipment and Services (“Terms”) and are part of your agreement with the Dealer and contain, among other things, important warranty disclaimers (Clause A4) and limitations of liability from Alarm.com (Clause A6) applicable to the Services and the Equipment.
- (D) By signing your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms as updated from time to time. You agree that these Alarm.com Terms may be enforced by Alarm.com directly.

### A1. ALARM.COM TERMS

You have agreed to purchase the Services and/or Equipment from the Dealer under the terms of the Dealer Agreement. The Dealer is an independent contractor and not an agent of Alarm.com. We may modify these Alarm.com Terms from time to time including, to comply with applicable law and will notify you of any change in writing in advance.

### A2. USE OF EQUIPMENT

The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com owns and retains all rights, including all intellectual property rights, in this software (the “Software”) and all other Alarm.com materials (together, “Materials”) and Services. Other than as is allowed in these Terms, you will not:

- (a) use, or permit any other person to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or
- (b) transfer or resell, or sublicense any Materials or Software, or
- (c) do anything else that would breach of any relevant export laws or regulations.

If you are a consumer in the European Union, you have certain rights to decompile the Software if:

- this is necessary to obtain the information that you need to make the Software interoperable with other software; and

- We have not made that information available to you.

Before reverse engineering or decompiling the Software, you must first write to Alarm.com and ask Alarm.com to provide you with the interoperability information that you need. Please provide Alarm.com with full details of your requirements so that Alarm.com can assess what information you need. Alarm.com may impose reasonable conditions on providing you with interoperability information. You must use that information only for the purpose of making the Software interoperable with other software. You must not use that information for any other purpose.

You will not reverse engineer, decompile or otherwise try to discover the source code of the software unless you have first written to Alarm.com requesting interoperability information and Alarm.com has failed to provide you with that information or if Alarm.com has failed to offer to provide you with interoperability information on reasonable conditions.

### A3. SERVICES WE MAY PROVIDE TO YOU

**Emergency two-way voice over a cellular or internet connection:** If your Services include emergency two-way voice over a cellular or internet connection, you accept that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service you understand and accept the limitations in cellular and internet technology and the consequences if the technology does not operate as designed.

**Video or still-photo image cameras:** If your Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and we may disconnect the cameras from the Services if you breach any of these laws.

**Image quality and sharing:** We do not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control. We will only disclose stored video clips and still- photo images to a third party, such as the Government, as strictly required by law.

**Motion sensors:** If the Equipment provided by your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings.

**Home automation devices:** If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices supplied by the Dealer.

#### A4. WARRANTY AND STATUTORY RIGHTS

4.1 As a consumer, you have legal rights in relation to goods that are faulty or not as described. Advice about your legal rights is available from your local citizens' advice bureau or trading standards office. Nothing in these Terms will affect these legal rights.

4.2 Alarm.com will use commercially reasonable efforts to correct or bypass a material defect in the Services, in accordance with these Terms ("Warranty").

4.3 The Warranty will apply to you once you have accepted these Alarm.com Terms and where these Terms continue to apply to you.

4.4 The Warranty is for your benefit and may not be enforced by any other person or company.

4.5 Alarm.com shall have no responsibility for Equipment which is manufactured by third parties.

#### A5. (A) INSURANCE

5.1 Alarm.com is not an insurer of your property or the personal safety of persons in or around your property.

5.2 You are responsible for obtaining all necessary insurance, if any, covering personal injury and property loss or damage on your property and such insurance should be obtained by you from a third party.

#### A6. LIABILITY

6.1 Alarm.com will be liable to you for:

(a) death or personal injury caused by our negligence; or

(b) fraud or fraudulent misrepresentation.

6.2 If Alarm.com fails to comply with these Terms, Alarm.com will be responsible for loss or damage you suffer that is a foreseeable result of Alarm.com's breach of these Terms or our negligence, but Alarm.com would not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Alarm.com breach or if it was contemplated by you and Alarm.com at the time you entered into the Dealer Agreement.

6.3 Other than in relation to the types of loss described in clause 6.1 (for which our liability will be unlimited), we will only be liable to you for losses up to a maximum cap of 200% of all the fees that the Dealer has paid to us for your Services in any 12 month period.

We will not be responsible for any business loss (including loss of profits, loss of revenue, loss of contracts or loss of goodwill) that you suffer as a result of our breach of these Terms or our negligence.

#### A7. VOLUNTARY USE

You understand that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon

monoxide, medical emergencies or water damage. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.

#### A8. DATA PROTECTION

In this Clause, the terms “controller”, “processor” and “personal data” will bear the meanings given to them in European Union Directive 95/46/EC. The Dealer is the controller who provides your personal data to Alarm.com. Your personal data will be processed by Alarm.com exclusively for the purposes indicated in these Terms and Alarm.com’s privacy policy, which is located here:

[http://www.alarm.com/privacy\\_policy.aspx](http://www.alarm.com/privacy_policy.aspx). Please be aware that your personal data may be transferred to, stored and/or processed in the United States. By using the Services, you consent to the processing in and transfer of your personal data to the United States as more fully described in the Alarm.com privacy policy.

Some Equipment may have the ability to record audio and you consent to such recording. You agree that you (and not Alarm.com) are responsible for ensuring that you comply with any applicable laws when you use the Equipment and Services, including but not limited to (i) any laws relating to the recording or sharing of video or audio content that includes third parties, or (ii) any laws requiring notice to or consent of third parties with respect to your use of the Equipment.

#### A9. GOVERNING LAW

These Terms are governed by English law and you can bring legal proceedings in respect of the Equipment in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Equipment in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Equipment in either the Northern Irish or the English courts.

#### A10. THIRD PARTY RIGHTS

Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall be able to enforce and/or otherwise invoke any and all these Alarm.com Terms directly. The words “include,” “includes” and “including” shall be understood to be followed by the phrase “without limitation.”

#### A11. PARTIES TO THE AGREEMENT

This Agreement is between the Dealer, you and us. No other person shall have any rights to enforce any of its terms.

#### A12. COMMUNICATION

It is important that Alarm.com, your Dealer and the central station be able to contact you from time to time. You agree to provide an email address and a contact phone number for this purpose. You consent to receive emails at the email address you provide for any purpose relating to the Dealer Agreement. You also consent to receive

information through the Alarm.com mobile app and website. You agree that Alarm.com, your Dealer or the central station may call you at the phone numbers you supply, and that calls may be made using any method, including automatic telephone dealing systems, an artificial or recorded voice, or via text or email messages sent to a wireless device. If your wireless provider charges you for text or email messages, you are responsible for any such charges. You also represent and warrant that when you provide us with a

phone number or an email address for yourself or for anyone else that you and any individuals you have included as contacts consent to receive service related text messages, phone calls, emails about your Services during the term of the Dealer Agreement. You must notify us immediately if your email address or phone number changes. You agree to regularly check your email for communications from us. If a third party, such as one of your emergency contacts, makes a claim against Alarm.com in the future stating Alarm.com did not have permission to call, email or send a text message relating to your Services, you agree to indemnify Alarm.com from any such claims.

#### A13. ENTIRE AGREEMENT

These Terms constitutes the entire agreement and understanding between Alarm.com and you and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing. Alarm.com and you acknowledge and agree that neither of us relies on, and shall have no remedy in respect of, any promise, assurance, undertaking, representation or statement made (whether innocently or negligently) by any other party or any other person except as expressly set out in these Terms, in respect of which such party's sole remedy shall be for breach of contract.

Nothing in this Clause A.13 shall operate or be construed to exclude or limit any liability of any person for fraud, including fraudulent misrepresentation.