

## TUTUM HOME SERVICES TERMS AND CONDITIONS (“CONDITIONS”)

### SUMMARY

**If You have subscribed to Tutum Home, these Conditions 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 use Tutum Home, whether the Tutum Home account is in Your name or not, then You accept these Terms and Conditions. Please check with your insurance policy, you may need to inform your provider about your alarm system installation as well as installation of devices such as smartlocks.**

These Conditions are the basis on which Tutum Home Supply You (“You”, “Your, or “User”) with the goods, services and digital content that make up the Tutum Home service (the “Service”). Additional Services, including offers and promotions, may have other terms and conditions which are usually posted on Our Website.

**Here’s a brief summary of some key points and where to look in the Agreement for more details. Your eligibility & restrictions:**

**Minimum Requirements:** There are certain things You need in order to be eligible for Tutum Home (“Minimum Requirements”). You need to:

- be over 18,
- be a UK resident,
- pass a credit check if We run one, and
- pay by Direct Debit.

**Technical Requirements:** For the Tutum Home services to work properly, You will need:

- 24/7 access to broadband internet,
- a good mobile network coverage at the Premises (We mean the address where Your account is registered),
- a spare Ethernet socket for Your Smarthome Security Control Panel within 1 meter of its location,
- a spare power point within 1 metre of the location of the Smarthome Security Control Panel,
- a spare power point within 2 metres of the install location of each wireless camera with a good Wi-Fi signal strength and minimum upload speed of 250 kbps,
- a good Wi-Fi signal with minimum 2 Mbps upload speed at the install location of the Skybell, a working mains-powered door chime with a 12 V, 1 amp output and wiring to doorbell location,
- a working central heating system if You want to use a Tutum Home provided thermostat and heating controls,
- good mobile or WIFI coverage whenever You want to use the Tutum Home App on Your mobile or tablet.

- the consent of the Property owner, if that's not You.

#### Regarding Cameras:

- If Your broadband connection is lost the video cameras will not record and live view will be unavailable, rebooting the camera or your broadband router may be required.
- If You have a Stream video recorder installed this will still record from the cameras even if the broadband is down, but live view will be unavailable.
- If Your video devices (Power Over Ethernet or WIFI) lose connection to Your broadband router it could take up to 24 hours until You receive a notification and email following 3 consecutive failed supervision tests. Rebooting the camera or broadband router may be required.
- It is Your responsibility to ensure that your cameras are clean and free of any obstruction.
- 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/>

#### Regarding Smoke and Heat Detectors:

- **Please note that Our 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**
- Our Smoke and Heat Detectors are meant to be an additional means of informing you remotely via the APP and Alarm Receiving Centre so that they can call emergency services if required as per your instructions.

#### Regarding Alarm Systems:

- If outdoor sirens are fitted and You are in a notification council area You are required to contact the council and register Your alarm. Please check with Your local council.
- See paragraph 3 of Your Agreement for more details.
- Supervision : Our system is compliant with BS EN 50136-1:2012 standards which require the reporting time for a Grade 2 dual path system to report a failure within 25 hours. All our service packages improve upon this stipulation to provide reporting every 6 hours. A chargeable upgrade to 1 hour supervision if required is available via customer services.

**Your minimum term:** Your Agreement lasts for a minimum of 1 month ("Minimum Period") and then it continues on a month-by-month basis until either of Us ends it according to termination provisions in paragraph 10.3.

**You can change Your mind:** You can cancel the Tutum Home Service and this Agreement within a period of up to 14 calendar days ("Change-of-Mind Period") of the date of delivery of Your Order provided that the Equipment has not been installed and You return any Equipment in its original state and packaging and free from any damage.

We will set up Your Tutum Home Service on the installation day ("Set Up") and You agree to the Service starting immediately after Set Up, so You will have to pay for any Services You have used during the Change-of-Mind Period.

If Integrated Equipment was supplied to You as part of a package at a discounted price and You cancel the Service during the Change of Mind period, and such Integrated Equipment has been installed, You will have to pay for the Integrated Equipment as if You bought it at full price on an Equipment only basis.

Certain Equipment, like door locks, thermostats and alarm keypad, can be used on their own even if You cancel the Tutum Home Service but all other Tutum Home Equipment can only be used with Tutum Home Service. See paragraph 10.3.4 of Your Agreement for a detailed description of services You will lose if You cancel the Tutum Home service. Please note that once you terminate the Services we cannot guarantee the functionality of any of the equipment and we do not warrant that the equipment will work on its own.

Let Us know within the Change-of-Mind Period if You want to cancel. Subject to the Equipment not being installed, You will have 14 days after that to return any Equipment in the condition required by this Agreement. For full details on how to change Your mind and return equipment see the Returns section at <https://www.tutumhome.com/help-and-support/returns>.

**Moving Home:** If You move home You can take the Service with You. Removal and re-installation fees apply. Please call customer services for a quote for removal and re-installation.

**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.

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 Wi-Fi 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.**

Let Us know as soon as a problem arises.

**Returns and Repairs Policy:** More details are in Your Agreement, but here's a quick summary:

- If any of the Equipment We supplied to You is faulty, then if You return it within the Warranty Period, You can get a free repair or replacement. This does not affect Your statutory rights.
- **Warranty Period:** As per paragraph 4.3 all Tutum Home Equipment (and their component parts) are supplied with a 12-month warranty from the date of delivery of the Order ("Warranty Period").

- If You are concerned that We didn't carry out Your installation correctly We will carry out the installation again or, if We cannot do that, We will arrange a credit or price reduction to Your Equipment.

**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 Direct Debit, unless We have agreed otherwise. The Monthly Service Subscription Charges will be billed to You monthly in advance. You can buy Additional Equipment on an Equipment-Only basis, for an upfront-fee. You would need to schedule an installation date for Additional Equipment and pay installation fees. We have the right to charge interest and fees if You are late paying Us.

**Maintenance Service Visits and Call out charges:** One Remote test and one Site visit for preventative maintenance per annum are a requirement for your SSAIB certified security system. See paragraph 5.9 for details.

**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.

For details on when We can terminate this Agreement, see paragraph 10.

**Pictures of your devices for quality control:** In order to control the quality of installation, as well as provide better telephone customer service, we may take pictures of devices as installed in your premises and store it along with other details in your customer account. Our engineer will request your approval which you may decline at the time of installation if you do not want pictures taken.

**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.tutumhome.com/help-and-support/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.

## **YOUR TUTUM HOME SERVICES AGREEMENT (“The Agreement”)**

**PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION**

### **About this Agreement**

Your Tutum Home Services Agreement with Us is made up of different parts. You have:

- this "Services Agreement" which is about how You access and use Tutum Home and Tutum Home Equipment;
- the Alarm.com terms;
- Your SSAIB Certificate if You have opted for Police Response and installation acceptance and handover documentation which will cover any work We complete for You at the Premises in relation to Your Tutum Home Service or Equipment; a maintenance contract if You have chosen one of Our maintenance package options or the Premium Subscription.
- Any warranty terms and conditions We may give You. All our products come with a standard 12-month warranty unless otherwise stated.;
- Our latest "Privacy Policy" that sets out how We collect and use Your personal information, which can be viewed at <https://www.tutumhome.com/help-and-support/privacy-policy>.
- Any terms for other promotions, offers and services We supply. For more information, please visit [www.tutumhome.com](http://www.tutumhome.com).
- Your signed connection form for monitoring services, providing Us specific instructions with Your order for dealing with emergency service response.

All of these documents make up this Agreement and cover how We will supply Equipment and Services.

We have defined some of the words in this Agreement to make it easier to read and understand. You can check the list of definitions at the end of this Services Agreement or on Our Website or by contacting customer service.

### **About Us**

When We say “We”, “Us”, “Our” or “Tutum Home” We are talking about Lucrum Consultancy Limited, whose registered address is Vyman House, 104 College Road, Harrow HA1 1BQ and whose company number is 08951195.

If You need help with anything You can contact Tutum Home Customer Services by one of the methods at <https://www.tutumhome.com/contact>

## **About Tutum Home Services and Equipment**

When You take one of Our Tutum Home Packages, We will sell You the Equipment with a subscription to the Service, installation, delivery and management of the Service, engineer visits for 12 months from the setup date to resolve faults when required during Normal business hours and digital content (“Software”).

Minimum contract period applies unless otherwise stated in the Agreement.

Once You’ve subscribed to Tutum Home You can buy Additional Equipment from Us to use with the Service, which We will supply to You for a specified one-off price.

All of the security devices come with a 12-month warranty and need professional installation by a Tutum Home approved installer unless otherwise stated.

The Tutum Home App (“the App”) can be used to access the Service from Your smartphone or tablet, but Your mobile network or WIFI service that You use to connect to the internet is not included in the Service. The mobile and WIFI services You use in connection with the Service will be subject to Your service provider’s terms and conditions.

## **The Services Agreement**

### **1 Who is responsible?**

- 1.1 This Services Agreement is between You and Tutum Home.
- 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 Tutum Home 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 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 Schedule 1. Please ensure that You read the Alarm.com Terms carefully.

### **2 Agreeing to these Conditions**

- 2.1 The Proposal shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

- 2.2 The Proposal is based on the information You provide in relation to Your security requirements and You should make sure You are satisfied with the contents of the Proposal before You place an Order.
- 2.3 To subscribe to the Service or to buy Equipment You must place an order Online via Our website or by email. By doing so, You will accept these Conditions.
- 2.4 Before You place an Order, You should read these Conditions carefully and make sure the Proposal and the Order is complete and accurate. If You think that there are any mistakes in the Proposal, You should contact Us to discuss matters.
- 2.5 When You submit the Order, this does not mean that We have accepted it.
- 2.6 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 and installation date when You purchase at tutumhome.com. 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.
- 2.7 Unless a longer contract period has been agreed by both You and Us, the contract for Monitoring Services, Maintenance Services and Keyholding Services shall remain in force for a minimum period of 1 month from the Commencement Date and thereafter from month to month unless either party terminates the contract according to the termination Conditions in paragraph 10.
- 2.8 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. What are the 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:
- a. 24/7 broadband internet access ("Broadband Service") in the Premises. 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. Skybell requires 2mb upload speed and video cameras require 250kb each. 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 Service without a backup broadband signal is at Your own risk.
  - b. At least one spare Ethernet connection into Your broadband router located within 1 metre of the Smarthome Security Control Panel;

- c. A spare electrical socket within 1 metre from the Smarthome Security Control Panel.
  - d. Wi-Fi Indoor and Outdoor cameras require an electrical socket for power within 2 metres of their installed location and a good Wi-Fi signal.
  - e. If no electrical socket is available, an extension cable can be purchased for an additional cost. It's up to You to arrange an additional socket to be installed closer if needed. We accept no liability if extension leads are used by You. Once a suitable electrical socket has been installed simply plug the camera in and it will reboot.
  - f. If the Smarthome Security Control Panel 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.
  - g. Good 3G/4G mobile coverage in Your Premises.
  - h. A contact phone number and current email address when You sign up so that We can contact You easily.
  - i. An up-to-date desktop or tablet browser from which to access Your Tutum Home account.
  - j. A smartphone or tablet with an up to date operating system and good mobile or WIFI signal strength. If You want to use the remote-access functions of the service using the Tutum Home App, You will need to download the App and accept the relevant terms and conditions, in order to use the App.
  - k. A working central heating system, if You have chosen to use a Tutum Home supplied thermostat and heating controls.
- 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 licence conditions if required as part of the Service. Additional requirements may arise as and when Our range of Tutum Home 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 will be reasonably 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 the Tutum Home 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 other services.
- 4.3 **Warranty:** In addition to, and without affecting, Your statutory rights Tutum Home Equipment (and their component parts) are supplied with a 12-month warranty from the date of delivery of the Order (“Warranty Period”). Details of what it covers, and other important terms if any will be in Your warranty documentation that may come with the Equipment packaging. You might need to register with the manufacturer for the warranty to be valid. 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 or that You collect is Your responsibility once it is collected by You or delivered to You. Once You have collected or 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<sup>1</sup> until You cancel the Agreement. If You arranged to pay for Equipment using spread payments, You will continue to be responsible for complying with the terms of the spread payments credit agreement. You agree to take adequate steps to avoid damage to Equipment or unauthorised use or theft of the Equipment.
- 4.6 **Compatibility:** We recommend that only Equipment purchased directly from Tutum Home or a supplier authorised by Tutum Home as being compatible with Tutum Home, may be used with the Service. We cannot offer any indication of the quality of the equipment or service You might get if You purchase Equipment from a third party and it is self-installed without Our permission or installed by a third party who is not Tutum Home or a Tutum Home-designated Installer (“Tutum Home Installer”).
- 4.7 **Delivery:** We will use the DPD delivery services or a similar delivery services organisation to deliver Your Equipment to Your Property, alternatively, it may be delivered by Your Tutum Home Installer 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’s 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 may vary slightly from their pictures.** The images of the Equipment 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 may vary slightly from those images.
- 4.10 **Product packaging may vary.** The packaging of the Equipment may vary from that shown in images on Our website.
- 4.11 **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.
- 4.12 **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. The Installation and Maintenance of Your Equipment**
- 5.1 All Tutum Home Packs and most Equipment requires installation by a Tutum Home Installer.
- 5.2 Some Equipment can be self-installed, as long as You follow the instructions We give You. You should check the product descriptions on Our Website or marketing materials for more information on Your installation requirements.
- 5.3 **Professional Installation,** de-installation, servicing, repairs or other work detailed in the Service Documentation (collectively referred to as “Works”) must be carried out by Tutum Home Installers. 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 Tutum Home Installers.
- 5.4 **Your Installation Date:** We will do Our best to carry out the Works on the planned Installation Date. We do not pay compensation if We can’t complete the Works on the planned Installation 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.

- 5.5 **Equipment must not be moved:** If You relocate the Equipment after it has been installed by Us, it may no longer work, and You may be charged if We need to send a Tutum Home Installer to the Premises to re-install the Equipment in a position where it works.
- 5.6 **Tutum Home Installers 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 install or use the Equipment or Services at a location other than the Premises, the Services may fail to function or not function properly.
- 5.7 If You want to remove Equipment like thermostats and door locks (“Fully Integrated Equipment”) You may want a Tutum Home Installer or other suitably qualified professional to help. If a Tutum Home Installer is not used, You will need to notify Tutum Home in order to programmatically remove the devices from Your services which We can do remotely. You will also need to supply suitable replacement equipment and arrange for it to be fitted once the Tutum Home Fully Integrated Equipment has been removed.
- 5.8 **Our Installation Responsibilities**
- 5.8.1 Tutum Home Installers will carry out the Works in a workmanlike manner, using reasonable skill and care.
- 5.8.2 **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 installed, and You understand and agree that We accept no responsibility for making good such Alterations at any time. Tutum Home Installers do not lift carpets, floorboards or chase walls. You accept that some areas of the Premises may require re-decoration after installation, which is Your responsibility. If the state of the Property is such that material alterations are required before the installation can take place, We must reserve the right to cancel or postpone the installation 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 Tutum Home Installer has to visit the Property again in order to install or complete the installation of Equipment.
- 5.8.3 If a Smart lock is required Your door must be in good working order, secure and free from damage and be able to open, close and lock without force
- 5.8.4 **Instructions:** We will provide You with instructions on the proper use of the Equipment and Services after Installation or if You have bought products which can be self-installed, the instructions will be included with the packaging or where applicable on [tutumhome.com](http://tutumhome.com). You must always follow the instructions carefully and completely. We will not be responsible for any damage to Your property or the Equipment caused if You have failed to follow the instructions.

5.8.5 **Installation & Maintenance Service Visit Fees:** You will be informed if You need to pay a fee for Our Tutum Home Installers to carry out Works either at the point when You are purchasing Equipment, booking Your Installation 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. Fees for standard Works will be available on Our website and You may be charged if We need make multiple visits or if We are unable to gain access at a time agreed with You. If Fees increase or decrease they will be updated on Our Website so, please check [tutumhome.com](http://tutumhome.com) for more information.

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 Installation Fees.
- If We are unable to perform the Works on the proposed Installation Date because You have failed to comply with any of Your Installation Responsibilities and We have to come back again.
- If We are required to re-install Equipment because You have relocated or uninstalled Your Equipment from its originally-installed 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 an installation.
- 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.

5.9 **Maintenance Service Visit Fees:**

Maintenance Service Visit fees are not applicable during Normal business hours for the first 12 months from setup date for faulty equipment and for all equipment within the Warranty period. Fair Usage Policy Applies and fees apply if Equipment has been deliberately damaged or excessive call outs are made or the service is misused by You or any third party. You may choose one of two chargeable Maintenance Service Visit packages at any time: Silver or Gold as described in paragraphs 5.10 and 5.11

5.10 Maintenance Service Visit packages are as follows:

**Silver**

- Unlimited service engineer visits during Normal business hours when required during the 12-month Warranty Period.
- You are responsible for the costs of replacement batteries and devices that have passed the Warranty Period.
- Fair Usage Policy Applies and fees apply if Equipment has been deliberately damaged or excessive call outs are made or the service is misused by You or any third party.
- Additional charges apply for Maintenance Service Visits for Equipment installed over 3 meters in height where scaffolding is required.
- One Preventative Maintenance remote test performed annually.
- One Preventative Maintenance site visit performed annually.
- Includes police response with a valid unique reference number (URN) supplied by the police authority.
- Preventative site maintenance visit will include installation of a maximum of two Eligible New Devices if pre-purchased by You.

### **Gold**

- Unlimited service engineer visits during normal business hours when required.
- You are responsible for the costs of replacement batteries and devices that have passed the Warranty Period.
- Fair Usage Policy Applies and fees apply if Equipment has been deliberately damaged or excessive call outs are made or the service is misused by You or any third party.
- Additional charges apply for Maintenance Service Visits for Equipment installed over 3 meters in height where scaffolding is required.
- One Preventative Maintenance remote test performed annually.
- One Preventative Maintenance site visit performed annually.
- Includes police response with a valid unique reference number (URN) supplied by the police authority.
- Preventative site maintenance visit will include installation of a maximum of two Eligible New Devices if pre-purchased by You.

### **5.11 Call Out Charges**

- Applicable if you have not subscribed to a Maintenance Service Visit package.
- Applicable for installation of new devices, site visit out of Normal business hours at Your request when such maintenance work could have been carried out in Normal business hours.
- 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 an engineer 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.
- An hourly callout charge is applicable at the then current rate available from Tutumhome. Call or email Customer Services for call out charges.

5.12 **Your Responsibilities when We are working at the Premises:** On or before the Installation Date  
You must:

- meet all the Minimum Requirements that apply;
- provide a UK standard grounded electrical outlet and working data network cables at the Premises and at any designated installation locations in the Premises for Equipment using AC power; such as Cameras, Water valve and the Smart Home Security Control Panel;
- 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;
- ensure that an authorised adult is at the Premises to grant access for the purposes of Installation, repair or maintenance, who stays at the Premises at all times whilst Our Tutum Home Installers carry out their work. It is Your responsibility to rearrange Your appointment if We can't get access to the Premises;
- have obtained permission from the from owner, landlord, building manager or any other party necessary if You do not own the Premises, to allow Us and Our Tutum Home Installers 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 future, for carrying out the Works or supplying the Services at the Premises;
- if the Premises is listed or carries any specific restrictions, have obtained all relevant permissions or consents required to provide the Service and to allow Our Tutum Installers 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; and
- call Us as soon as possible to tell Us You cannot keep the appointment for Your Installation Date.

**If You do not allow Us access to provide Installation.** If You do not allow Us access to Your property to perform 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 We will provide You with the Service using the 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.

### 6.2 The Services are not fault free

6.2.1 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 Smarthome Security Control Panel 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.

6.2.2 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 installation.

6.2.3 Access to the Service via the Tutum Home 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.

6.2.4 If a 24/7 unlimited broadband service with unlimited data is not available Tutum Home is not liable and will not cover any data charges from Your supplier.

6.2.5 Any changes to Your service or broadband provider that results in additional data costs will not be covered by Tutum Home

6.2.6 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 direct debit payment collection date may change.



We operate a pay monthly service that's pre-paid, so access may be automatically barred if payment is not made on the due date.

- 6.2.7 **The Services are not available everywhere:** We do not supply the Service in all locations. If You are in a location in which the Service is not supplied, or You move to a new house to an area in which the Service is not supplied, You may not be able to get or transfer the Service, but You will still be responsible for the Agreement for the duration of Your Minimum Period and afterwards until You cancel it. You can call Our customer services to see in which areas the Service is available.
- 6.2.8 **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.
- 6.2.9 **Tutum Home 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, Tutum has the sole and absolute discretion to activate Equipment Software to enable the operation of Equipment.
- 6.2.10 **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 [tutumhome.com](http://tutumhome.com), Equipment documents with packaging, in any User Guides or other instructions issued by Us and in a responsible manner. You must use Tutumhome 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.
- 6.2.11 **No modifications:** You agree You won't make any modifications to Your Equipment or the Software or their respective programming to enable either the Equipment or Software to operate on any other system.
- 6.2.12 **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.

- 6.2.13 **Nominated Users:** Tutum Home Account Holders can nominate other eligible people to access their Tutum Home Service (“Nominated Users”). Only 6 users are allowed with 4-digit codes or 40 users with 6-digit codes for the panel to comply with EN Regulation requirements. With this function enabled, customers will not be allowed to add more than 6 or 40 users to their system for security access via the keypad, but mobile app users are unlimited, details of which You can find on the Website. The Tutum Home Account Holder takes responsibility for ensuring Nominated Users comply with these Conditions and that no one uses the Service fraudulently, in connection with a criminal offence, in breach of any law or statutory duty. Nominated Users must be over 16 to be eligible for nomination. You must not permit anyone else to use the Service, other than the Tutum Home Account Holder and Nominated Users.
- 6.2.14 **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.
- 6.2.15 **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 Tutum Home 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.
- 6.2.16 You agree to cooperate with Us in Our reasonable security checks.
- 6.2.17 You must tell Us immediately by contacting **The Data Controller at Tutum Home, Plexal (City) Ltd, 14 East Bay Lane, The Press Center, Here East, Queen Elizabeth Olympic Park, London E20 3BS** or through the '**Contact Us**' section of Our Website 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.

### 6.3 Tutum Home Indoor and Outdoor Cameras (“Cameras”)

- 6.3.1 **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.
- 6.3.2 Registration with the ICO may be required for Camera installations and or Video doorbells. Please visit the ICO and check requirements <https://ico.org.uk/Your-data-matters/cctv-on-Your-property/>

6.3.3 **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.

6.3.4 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 Order confirmation and may be varied. If We reduce the amount of storage available to You, We will notify You in advance.

6.3.5 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.

6.3.6 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. Tutum does 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 Tutum cannot control. A good WIFI signal of at least 50% strength is required for a viewable service.

6.3.7 **Stream Video Recorders:**

It is important to remember that all hard drives eventually fail, and when a drive fails, all data will be lost and non-recoverable. We take no liability for hard drive failures and lost data and highly recommend that you take regular backups of the data.

6.4 **Alarm Receiving Centres and Emergency Services**

- The order in which You receive the emergency services response may be customized to suit Your requirements. This may be changed by You by informing Us and may incur an administration charge.
- Any alarm events that are false alarms will require Your password to abort when the operator calls from the monitoring centre.
- The alarm receiving centre may introduce call charges if the abort line for false alarms is abused. Details of the contact numbers for abort lines will be in the handover documentation.
- If You contact the alarm receiving centre to abort a false alarm You will need the correct password on account
- To request to put Your site on test so the smoke, heat, or CO sensors can be tested You will need the correct password on account and the CHIP number. Your site will not be put on test if the password and CHIP # are not correct when You call the alarm receiving centre.

- We are not liable for any charges that may be levied by the alarm receiving centre or emergency services to You for false alarm response.
- We are not liable for any charges or damages caused by emergency services to gain access to Your Property if keyholders are not present.
- It's important to know Your password when being contacted by the alarm receiving centre, to avoid the emergency services being called out for a false alarm due to the incorrect password being supplied.
- If the alarm receiving centre gets no answer from the site phone number and dispatches the fire brigade for fire alarms, it will then contact Keyholders. If You know it's a false fire alarm You may cancel the dispatch but We or the alarm receiving centre cannot guarantee that the dispatch will be cancelled.
- If any emergency service is cancelled by You or any keyholders with the password on account, then We take no liability for any damage or loss due to the service being cancelled.
- If Your site phone is answered following a fire alarm and You say it's a false alarm but forgot Your password, the fire brigade will not be dispatched. The alarm receiving centre cannot call the fire brigade out because the password is not known. If no-one answers site phone the alarm receiving centre will contact Fire Brigade & Keyholders.
- We shall not be liable for any loss or damage caused due to a malfunction in any signalling method and/or equipment, used and or installed at Your site, including telephone lines, broadband or mobile network failure.

## 6.5 Keyholders And Their Duties

**Who We would contact to get to Your home quickly in an emergency?** In order to comply with the Police policy on intruder alarm activation, You are required to provide the contact information of at least two people who can be contacted in an emergency if no one is available at the Property. The keyholders must: be able to get to the Property within 20 minutes; have agreed to hold the keys to Your Property; and be able to operate Your security system. In addition, You can include Your mobile or work number.

A maximum of 4 Keyholders are allowed.

In the event that an alarm signal is received at the Alarm Receiving Centre and is not cancelled as a false alarm We will endeavour to notify the relevant emergency services (police / fire brigade) and a keyholder may be requested to attend the Property if We cannot get in contact with You.

For Fire brigade and Ambulance service a site phone number and 1 Keyholder is required

## 6.6 Service Charges:

- 6.6.1 You must pay the Charges for the Services You subscribe to by direct debit monthly in advance. Charges for upfront payments, Service and Maintenance Service Visit Fees (if any) and Monthly Subscription Charge will be set out in Your Order Confirmation.
- 6.6.2 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 HSBC 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.
- 6.6.3 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.
- 6.6.4 We may end the Agreement if You don't pay any Charges that are due or if You are bankrupt or for any of the other reasons set out in paragraph 10.2.
- 6.6.5 We require You to pay Your Charges by direct debit unless We tell You otherwise. An additional Charge may apply if You don't pay by direct debit, which will reflect the cost to Us of processing Your non-direct debit payment 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 sub-contractors and/or agents, details about Your payment card account if it's 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.
- 6.6.6 If there are any increase to Your Monthly Subscription Fees, other than those in paragraph 6.6.7, 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.
- 6.6.7 Paragraph 6.6.6 (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.
- 6.6.8 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.
- 6.6.9 All charges are quoted to You inclusive of VAT (at the prevailing rate).

6.6.10 We may require a deposit before We will give You access to the Service or before We will continue to provide the Service to You. We may hold this deposit until You have paid all sums that You owe Us under this Agreement. If You owe Us money, We may use the deposit to settle or part-settle what You owe Us. We will refund any deposit We are still holding (if You ask) on termination of this Agreement or, if You ask, after three months of continuous on-time bill payments. If You don't ask for the deposit back, it will be added as a credit to Your account. We won't pay any interest on any deposit We hold.

**6.7 Service Information:** We will send You service updates, and other important service information using the details You have used to register for Tutum Home or supplied through the Tutum Home 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 Tutum Smart Home Services Agreement lasts for a minimum term of 1 month (called a "Minimum Period") after which Your Agreement will carry on a month by month basis or if a longer term is agreed 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 2.6).

## **8. The Change-of-Mind Period**

8.1 **If You change Your mind about Tutum Home** - You can cancel this Agreement within 14 calendar days of the date of Your Order provided that the Equipment has not been installed and You return any Equipment in the same state as it was delivered in. Just follow the process for notifying Us set out in Our Returns and Repairs Policy. Subject to paragraph 8.4, any Bundled Equipment included in Your Tutum Home Pack must also be returned if You change Your mind about the Service.

8.2 **You agree to the Service starting immediately** after Set Up, 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 **If You change Your mind about any Additional Equipment We supplied to You**, then subject to paragraph 8.4, You have 14 calendar days to tell Us You have changed Your mind. If You are changing Your mind about Equipment that can be self-installed, the Change Your Mind period starts from when You receive the Additional Equipment. If You are changing Your mind about Additional Equipment that has been Professionally Installed, other than Equipment referred to in paragraph 8.4, the Change-Your-Mind period starts from when the Additional Equipment was delivered to the Premises.

- 8.4 **If You change Your mind about Fully Integrated Equipment** the Change of Mind Period expires once Fully Integrated Equipment has been installed or 14 days from the date of Delivery whichever is earlier.
- 8.5 **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.
- 8.6 Once We have received Your Returned Equipment We will cancel this Agreement and, where applicable, refund Your money, using the same method of payment You paid with. If You arranged to purchase Your Equipment by taking out a credit agreement from Us, then please check the Conditions of Your consumer credit agreement to find out how to cancel and return that Equipment.
- 8.7 **If You do not return the Equipment or You cannot return it because it is Fully Integrated Equipment, You will be charged** for Non>Returns at their full advertised price. In the case of Bundled Equipment, You will be charged the full advertised price of the Equipment when sold on its own.
- 8.8 Costs of returning Equipment**
- 8.8.1 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.
- 8.8.2 **If You have Equipment for which You require help from a Tutum Installer to remove** You must contact Us to arrange a time to do so. You will have to pay a fee to have Equipment un-installed. For more information and de-installation charges please contact Customer Services. If You wish to instruct a third party to de-install, 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.
- 8.8.3 **If You want to remove Fully Integrated Equipment,** then You must have a suitable replacement available at the point of de-installation. If, for example, You wish to have Your thermostat uninstalled and You are unable to provide Your original or a replacement thermostat then You will be unable to control Your boiler until a replacement is supplied and fitted.

8.9 **If You change Your mind about the Tutum Home 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 a fault with the Equipment, if it is defective or You think that is not as described to You when You bought it, let Us know and comply with the Repairs and Returns Policy at all times. If Equipment can easily be uninstalled and returned You can return it to Us within 30- days for a full refund or a repair, or, where We can't fix it, a replacement. if still within warranty period. If You find a fault with Fully Integrated Equipment or other Equipment that You cannot uninstall easily, You should contact Us as soon as possible to arrange an appointment with a Tutum Home Installer who will diagnose the fault and repair or replace the Equipment in accordance with Our Returns and Repairs policy.

9.2 Alternatively, if You are within Your Warranty Period You can contact Us for a repair or replacement under the warranty service. This does not affect Your statutory rights.

9.3 After Your warranty has expired, We might still be able to repair Equipment for You, but You may be required to pay for the repair or demonstrate that the Equipment was at fault when You purchased it.

9.4 If You do not return, or in the case of Fully Integrated Equipment allow Us access to, the Equipment that You claim is faulty so that We can investigate the defect, You will be charged in accordance with paragraph 8.7. This doesn't affect Your statutory rights. You are solely responsible for assessing the accuracy and completeness of Equipment at the point of Installation. If You don't let Us know that there's a problem We may deem that everything is working properly.

## 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:**

- i. 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;
- ii. We go into liquidation or a receiver or administrator is appointed over Our assets;



- iii. We increase Our Charges in a way that would allow You to end the Agreement under Paragraph 6.6.6.
- iv. 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 6.6.6 and 6.6.7).
- v. Or for convenience on 30 days written notice to US.

If You end this Agreement and have a credit on Your final bill, please contact Customer Services and We will arrange to have this refunded to You.

**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:

- i. You don't pay Charges when they are due. This includes any deposit We may have asked for;
- ii. 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;
- iii. We reasonably believe that the Service is being used in a way forbidden by paragraph 6.3 even if You don't know that the Service is being used in such a way;
- iv. You are in breach of paragraphs 6.3 or You persistently behave in a way that would allow Us to bar Your Service in accordance with paragraph 10.2 of this Agreement;
- v. We reasonably believe that You are infringing or have infringed Our Rights or the Rights of a third party;
- vi. You are the subject of a bankruptcy order, or become insolvent, or make any arrangements with or for the benefit of creditors; or
- vii. 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.
- viii. 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 either You or by Us giving at least 30 days' written Notice (in line with paragraph 10.3). 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.

10.3.2 **What's the effect of ending the Agreement during the Minimum Period?** 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.v.

10.3.3 If You pay Us the fee of no more than the sum total of each of the missed Monthly Subscription Charge up to the end of the Service Termination Date in a single payment, We may reduce the amount due by a rate determined by Us, after taking into account Our reasonable charges for terminating the Service.

#### 10.3.4 **What Equipment will work if the Services is suspended or terminated**

The services and functions of devices are subject to change. Please download a latest version of our terms and conditions from <https://www.tutumhome.com/other/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 10.3.4 is simply 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 tutumhome.com user app or website to monitor Your home
- 24/7 Monitoring for Intruder, Fire or Ambulance service
- 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. Additional devices can be learned into the panel via the local learn button located inside the panel housing.
- **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.

- **Shock 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.
- **Acoustic 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.
- **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.
- **PIR Image Camera Motion Sensors:** These will still work as standard sensors and trigger the sounder in the panel or sirens when armed but will not take any image captures and upload them to the cloud or Your mobile device nor will it send notifications or emails about the sensor activations, health or low battery information.
- **Indoor Sirens:** These will still work as standard siren and trigger the sounder in the panel and siren when armed but will not send notifications or emails about the sensor activations, health or low battery information.
- **Outdoor Sirens:** These will still work as standard siren and trigger the sounder in the panel and siren 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 center.
- **Remote Keyfob:** 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.
- **Water Leak Sensor:** The water leak sensor will trigger an alarm to the panel if activated but not send any notifications via email or to Your mobile devices.
- **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.
- **Heat Sensor:** The heat 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.
- **Stream Video Recorder:** All access to the SVR will be lost, no recording will be available.
- **Skybell:** 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 door locks:** Door locks will continue to work with keyfob or key cards if applicable, some door locks may work with the manufacturers mobile app. They may need a Z-wave hub and / or Bluetooth module .

- **Smart Thermostat:** This will continue to work via manual operation only, 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.
- **Smart Water Valve:** This will continue to work if any water sensors get activated, any schedules or rules setup prior to termination will continue to work
- **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.
- **Range Extender:** These will continue to work provided they still have power connected to them. Any Z-Wave devices that are moved from the install location may not work and cannot be rediscovered after termination.
- **Heavy Duty Switch:** 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.
- **Nano Switch:** 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.
- **Dual Nano Switch:** 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.
- **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.
- **LED Strip Light:** These will still work locally and can be turned on and off manually only if they were left in the on position in the app before termination. 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 for reinstall of up to 10 alarm devices and additional charges per device thereafter.
- Any devices or equipment installed at a height above 3 meters will require scaffold and additional costs apply

#### **Suspension of Your Account:**

- You may request a suspension of your account. A then applicable reduced monthly service charge will be applicable until you request us to reactivate Your account.

### **11. Customer Support**

11.1 To contact customer service support please call Us. You can find customer service contact details on Our Website. **We may record or monitor some 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 **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 **Tutumhome, Plexal (City) Ltd, 14 East Bay Lane, The Press Centre, Here East, Queen Elizabeth Olympic Park, London E20 3BS**. Please include Your full name and postal address at which You receive the Service.

## 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 Tutum Home account or by calling customer services.

## 13. **Limitations on liability**

13.1 Unless specifically stated otherwise, We have no liability other than the duty to exercise the reasonable skill and care of a competent service provider and retailer providing the same services and equipment. We don't accept liability for losses which haven't resulted naturally from Our breach or which We could not have seen coming, 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 Our 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 ) and that, where required, the installation or de-installation was carried out by a Tutum Home Installer.

13.4 You agree 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 higher of £360 and 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 Each of these paragraphs operates separately. If any of them is found by a Court to be unreasonable or inapplicable the other parts will still apply.

#### **14. Things beyond Our reasonable control**

- 14.1 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.

#### **15. Assignment**

- 15.1 You can't assign or transfer any of Your rights under this Agreement to anyone else unless We agree in writing.
- 15.2 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.

#### **16 Notices**

- 16.1 Any notice related to this Agreement must be:
- (a) 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 Tutum Home service is installed when sending notice through the 'Contact Us' section of the Website; and/or

- (b) 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 Tutum Home App or bill communication, Website notification or other method of written notification which We may reasonably use to communicate with You.

## **17. Changes to the Agreement**

- 17.1 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.
- 17.2 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.

## **18. 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.tutumhome.com/help-and-support/privacy-policy>

## **19. Miscellaneous**

- 19.1 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.
- 19.2 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.
- 19.3 Third parties can't benefit from this Agreement or Related Agreements under The Contracts (Rights of Third Parties) Act 1999.
- 19.4 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.

## THE DEFINITIONS

**“Additional Equipment”** means Equipment purchased on an equipment-only basis either for use with the Tutum Home Service or which is only available for purchase by Tutum Home Service customers (sometimes referred to as “Bolt Ons”).

**“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 Tutum Home 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. Further details are set out in the returns and repairs section of Our Website, in Your Welcome pack or on Your order confirmation.

**“Charges”** means all the charges associated with Service(s) described in this Agreement, 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

**“Connection form”** is the form to be completed for the monitoring services and the order in which You would like the emergency response for Police, Fire and medical services.

**“Installation acceptance and handover documentation”** are the documents completed by the Tutum home engineer once the system has been installed and setup.

**“Eligible New Devices”** means PIR motion sensor, door and window contacts, panic button, keyfob, shock sensor, smoke sensor, heat sensor, CO sensor, smart plug when purchased from [www.tutumhome.com](http://www.tutumhome.com).

**“Emergency Contacts”** means the people whom You ask Us to contact if there is a break-in or other emergency at the Property;



**"Equipment"** refers to any and all of the internet-connected devices and other products in the Tutum Home range of equipment, whether supplied as part of a Tutum Home Pack, as part of any other bundle, sold separately as Additional Equipment (and any software embedded therein) including the Smarthome 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 Tutum- designated Like-New, which means the equipment, has been inspected and tested, at the discretion of Tutum;

**"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;

**"Installation Date"** means the appointed date on which Tutum Installers have been scheduled to carry out Works at the Premises;

**"Integrated Equipment"** means Equipment that has been mixed inseparably with other goods or property during installation.

**"Maintenance Service Visit"** means engineer visits to Your premises when required for fault and preventative maintenance of the Equipment;

**"Monitoring Services"** means the remote monitoring of the Security System from Our Alarm Receiving Centre and "Monitor" and "Monitored" will be interpreted accordingly;

**"Monthly Subscription Fees"** are the monthly service fees for Your chosen service package, currently described as Starter, Classic, and Premium. These are subject to change from time to time.

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

**"Non-Return"** means Equipment which We do not receive back into the relevant sales channel (e.g. the location on the returns label if sold through a distance channel), or Equipment which is damaged, locked or disabled by security programmes or other software so that We are unable to check it for defects; not in its original packaging and/or lacking the required proof of purchase;

**"Normal business hours"** 9am to 5pm Monday to Friday excluding UK Bank holidays

**"Notice"** means a notice as set out in Paragraph 16;

**"Premises"** refers to the address at which the Tutum Home Account is registered and identified in the Service Documents as the address at which the Equipment is installed.

**"Proposal"** means Our written proposal or quotation for the supply of the Equipment and/or Services setting out details of the Equipment and/or Services and the applicable charges;

**"Property"** means Your residential property at the address set out in the Proposal;

**"Related Apps"** means Apps, other than the Tutum Home App, that can be used to control Tutum Home Equipment or Equipment that We have authorised to be used with the Tutum Home Service,

**"Recurring Services"** means services provided on an on-going or recurring basis during the term of the Contract such as Keyholding Services, Maintenance Services and Monitoring Services;

**"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;

**"Security System"** means Your security system at the Property (including any CCTV, intruder alarm, fire alarm or access entry phone systems);

**"Services"** means the services described in the Proposal;

**"Service Documentation"** means the documents completed by a Tutum Home Installer during a visit to the Site to record the Works that have been carried out, including but not limited to the installation acceptance and handover documentation, Service Visit Report, and Connection form for monitoring services.

**"Set Up Date"** means the appointed date on which Tutum Home Installers have been scheduled to carry out the first installation of the Tutum Home Smarthome Security Control Panel which shall initiate the Service at the Premises.

**"Service visit report"** is a report filled in by the Tutum Home engineer after a site visit to rectify remedials or faults.

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

**"SSAIB Certificate"** Third Party Certification issued by Us to You- This demonstrates Our competence as a security company. opening Our business to independent scrutiny and Our workmanship to independent inspection. SSAIB satisfies NPCC and Police Service of Scotland requirements, enabling Us to apply to the Police Authority on Your behalf for allocation of a unique reference number URN if you opt for Police response.



**"Tutum Home Account Holder"** An eligible person who has registered and been accepted for the Tutum Home Service, who is responsible for receiving and managing the Tutum Home Account and charges;

**"Tutum Home Installer"** means a person authorised by Us to install Equipment at Your Property.

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

**"You"** means You, the customer who this Agreement is made with and includes any person that We reasonably believe is acting with Your authority.

## Schedule 1

### 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 dialing 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.