

TERMS AND CONDITIONS

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

1. DEFINITIONS

- 1.1 CUSTOMER**
The natural or legal person who agreed the contract for the installation of an alarm.
- 1.2 COMPANY**
HomeSecure – Registered Office: Eden Centre, Grange Road, Rathfarnham, Dublin 16. Ireland. For further contact details, see clause 19. HomeSecure is licensed by the Private Security Authority in Ireland under licence number 00638.
- 1.3 INSTALLATION ADDRESS**
The monitored premises in which the Equipment was installed and whose address appears on the Contract Summary.
- 1.4 EQUIPMENT**
Means the security components for the security of the Installation Address as well as corresponding accessories. Products purchased by the Customer outside of this Contract, for example in HomeSecure's web shop or from third parties, and which are configured to interact with the Equipment are not part of the Equipment or covered by this Contract unless otherwise explicitly agreed.
- 1.5 REMOTE MONITORING SERVICE**
24/7 remote monitoring services provided by HomeSecure by receiving and managing the alarm(s) emitted by the Equipment and associated applications.
- 1.6 SERVICES**
All Services that HomeSecure undertakes to provide under this contract and as specified on the verbal contract captured at time of sale, including but not limited to the Remote Monitoring Service, call-out services (if applicable) and operation and maintenance of the Equipment. The installation and implementation of the Equipment as well as connection to the remote monitoring centre, sundries, labour, call-outs of technical advisors, in each case necessary for the implementation as well as user training and administration costs are also included in the Services.
- 1.7 CONTACT PROCEDURE**
This is HomeSecure's digital or physical form on which the Customer indicates data concerning the persons to be contacted, their passwords and other information that HomeSecure needs to perform the Remote Monitoring Service for the Installation Address. The Customer is responsible for the data of the persons to be contacted and their contact details, and for ensuring that the Customer is permitted to share such information with HomeSecure.
- 1.8 SIGN UP DATE**
This is the date the customer commits to becoming a HomeSecure Customer by paying a deposit and accepting our summary terms and conditions as part of a recorded phone call with a member of our sales team.
- 1.9 CONTRACT START DATE**
This is the date the customer is installed and the date from which their agreed contract term begins, see clause 12.1 below

2. PURPOSE OF THE CONTRACT

The contract between the parties includes the Contract Summary, these general terms and conditions and the Contact Procedure. The contract governs the provision of the Services.

3. ORDER CONFIRMATION

By joining HomeSecure and agreeing to our summary terms and conditions the Customer enters into an agreement for the installation and use of the Equipment and confirms its subscription of the Services from HomeSecure. The contract enters into force (and these terms and conditions become binding and effective) as of its activation date, which is the date in the month in which the Equipment was installed or activated by HomeSecure. The contract remains in force until terminated by one of the parties, see clause 12 below.

4. CANCELLATION RIGHT

All consumers have a statutory cool-off period and thus an unconditional cancellation right for 14 days after the activation date pursuant to applicable consumer legislation. Such cancellation is free of charge for consumers. If the Customer would like to exercise his/her cancellation right, the Customer must notify HomeSecure to one of the contact points set out in clause 19 below as soon as possible and no later than 14 days after the date of this contract.

5. THE EQUIPMENT

5.1 The Customer acknowledges having been advised by HomeSecure about all the means necessary to protect the site or premises that they wish to secure at the Installation Address. They acknowledge having received complete information on the configuration of the Equipment necessary to equip the Installation Address. They acknowledge having freely, and at their sole responsibility, determined the choice of the alarm Equipment that they request be installed, both according to the level of protection they have deemed appropriate and in view of the budget they have agreed to devote to it.

5.2 The Customer confirms that they are aware that the in the event that smoke detectors when fitted that they are designed and approved to the EN-14604 standard for use in households and cannot replace a professional fire alarm system.

5.3 From the date of installation, the Customer takes custody of the Equipment and operates it, and as such, they bear civil liability for it. They undertake to maintain it in good condition and to use it responsibly. It is the Customer's responsibility to insure the Equipment at their disposal against any risk of loss or damage. The Customer undertakes to notify HomeSecure immediately in case of malfunction of the Equipment.

5.4 Only Company-approved installers may service, complete, or modify the Equipment, except for change of batteries if agreed with HomeSecure. HomeSecure shall contact the Customer to arrange an appointment for servicing of the Equipment if deemed required by HomeSecure, and the Customer shall make themselves available for such servicing.

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

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

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

5.8 The Customer shall be liable for the costs of repairs of the Equipment in case of external incidents caused by them or by other persons at the Installation Address or by events such as vandalism, crime, attempted burglary, or malfunction of the telecommunications network. Repair of the Equipment or the change of configuration at the expense of the Customer, the cost of which will be accessed at time of booking and may include a minimum call out fee in addition to any parts used.

5.9 HomeSecure offer a limited warranty on all products. Warranty period commences at time of installation or at time of dispatch for self installation depending on product or up to product becoming obsolete or unavailable from source

5.9.1 Core alarm component including but not limited to Alarm Hub, Alarm sensors, Smoke/Carbon sensors, Alarm keypad and Siren come with a 3 year limited manufacturer warranty from original installation date.

5.9.2 Alarm system accessory including but not limited to keyfob, key tag, panic button and smart plug come with a 2 year limited manufacturer warranty from original connection.

5.9.3 Smart devices including but not limited to Doorbell, Cameras, Smart devices, 1 year limited manufacturer warranty from original installation or dispatch date for self installation.

6. INSTALLATION

6.1 HomeSecure will install the Equipment at the Installation Address. Installation will only be performed if the HomeSecure consultant finds that Company's applicable requirements regarding equipment and services, as well as requirements for safety and working environment for personnel, are complied with. It is also a prerequisite that the HomeSecure consultant considers the property to be suitable for the services.

6.2 HomeSecure allows up to 3hrs per new customer Installation or Upgrade as part of a fixed installation price as agreed at time of sale. Should the property type require additional time on site, the customer may be subject to an addition on site fee equal to Engineer hourly rate as per the APPENDIX I – SCHEDULE OF CHARGES.

6.3 The Customer must be present during installation and approve it. The customer acknowledges, under regulatory guidelines, that all sensors must be affixed using the appropriate anti tamper procedures including but not limited to drilling of holes in walls and window frames and the use of screws other adhesives to secure equipment as required. The customer accepts all responsibility for cosmetic restoration works if required upon completion of installation or de-installation of all equipment and accessories.

6.4 Installation of the Equipment must be possible without the need to move furniture or domestic appliances. HomeSecure shall make the final choice of placement of the Equipment. HomeSecure representative performing the installation will prepare a technical survey of the Installation Address which will be used to decide the optimal placement of the Equipment and indicate the final result of the placement. The technical assessment for the Installation Address and the placement of the Equipment will be filed with the EQA for certification of compliance. Where the Customer insists upon a different placement than that advised by HomeSecure, the Customer shall assume full responsibility for the adequacy of the installation. Installation, modification, or disassembly of the Equipment can only be carried out by HomeSecure, and HomeSecure will not install any form of equipment (including but not limited to electronic door locks) provided by any third party. Installation of the Equipment shall be scheduled jointly by HomeSecure and the Customer.

6.5 The Customer shall not modify, move, improve or disassemble the Equipment without HomeSecure's consent, and HomeSecure shall not be liable for any malfunctions, false alarms or Service failures arising following any such actions being taken by the Customer in breach of this contract. Please refer to the schedule of charges for the most current fees. Coverage and connection to the cellular network vary with geographical area and may change over time. Therefore, HomeSecure cannot guarantee access or connection to the cellular network when moving the alarm. If the cellular network is cut off, HomeSecure is not liable for maintaining the Remote Monitoring Service or providing a replacement product.

6.6 The Customer may not use the cellular subscription for any purpose other than communication with the alarm control centre. If the environment of the Equipment is changed, HomeSecure cannot guarantee the operation of the Equipment. If such changes cause repeated malfunctions or false alarms, HomeSecure reserves the right to reduce or reorganise the Equipment at the Customer's expense.

7. REMOTE MONITORING SERVICE

7.1 The Services includes a Remote Monitoring Service and all alarm signals are followed up by HomeSecure or its authorised partners, unless as otherwise provided in these terms and conditions.

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

7.3 The Customer authorizes HomeSecure to contact public emergency services such as fire, Garda, or ambulance services in HomeSecure's sole discretion and as HomeSecure sees fit.

7.4. In the case of a false alert resulting in a dispatch, HomeSecure will cover the cost of the first hour of fire brigade call out fee when not covered by the owners own home insurance policy. Proof of policy claim will be required.

7.5 If the Customer does not receive a phone call, SMS or call-out from either HomeSecure, its partners or public authorities (fire and/or Garda) following a triggered and uncancelled alarm, this must be handled in the same way as if there were a fault in the Equipment or Services, and the HomeSecure must be notified by the Customer; see clause 19 below.

7.6 The Remote Monitoring Service offered by HomeSecure complies with the Irish legislation and the standards and regulations applicable to the licences held by HomeSecure.

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

8. OWNERSHIP OF EQUIPMENT

The Equipment is and shall at all times remain the property of HomeSecure and the Customer shall obtain no rights in or to the Equipment other than the right of use for the term of the contract. To the extent the Customer has provisioned the installation of other third party products configured to connect to the Equipment, such products are the property of the Customer. Please see clause 12 regarding transfer of ownership.

9. THE CUSTOMER'S UNDERTAKINGS

9.1 The Customer undertakes that the Equipment and the Services shall be used appropriately and that all users of the Equipment and the Services shall be informed about their functions and use. The Customer undertakes to take appropriate care of the Equipment owned by HomeSecure and not to interfere with it.

9.2 The Customer guarantees that the products included in the Equipment shall be treated and used in accordance with the HomeSecure's instructions and manual. The Customer acknowledges that if they do not comply with HomeSecure's instructions and manual when handling and using the products included in the Equipment, this may affect the operation of the Equipment and, consequently, the provision of the Services. HomeSecure shall not be liable for any failures in the Services due to the Customer's failure to ensure the use of the Equipment in accordance with instructions and/or the manual.

9.3 It is the Customer's sole responsibility that their contact data and the contact information of their nominated key holders remains up to date in advance of becoming uncontactable in the case of an alarm activation.

9.4 The Customer grants HomeSecure the right to intervene remotely to perform system configuration and download information necessary to the proper operation of the Equipment, provided that such remote operations are deemed necessary by HomeSecure on a risk-based basis. The Customer also authorises HomeSecure or any other authorised partner designated by it to access the Installation Address to perform its contractual obligations.

9.5 The Customer is responsible for any authorisations that the authorities may require for the owner and user of the Equipment.

9.6 The Customer must regularly test the Equipment. When testing the Equipment, the Customer must inform HomeSecure in advance. The Customer is obliged to inform Company without undue delay about any faults and if the Customer believes or suspects that the Equipment or any part thereof is not working as agreed or require servicing/repair. The Customer must also inform HomeSecure, without undue delay, about any changes that may affect the provision of the Services, such as changes to contact persons, their contact details, acquisition of pets, refurbishment or other structural and/or technical changes.

9.7 The Customer is responsible for ensuring that HomeSecure has the correct invoice address.

10. RELOCATION AND TRANSFER OF THE CONTRACT

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

If the Customer wishes to transfer the Equipment and the Services to their new home or premises, the Customer must give HomeSecure one month's prior written notice and HomeSecure will handle the transfer of the Equipment free of charge to the new address on a date to be agreed with the Customer, provided that the new address is in an area covered by HomeSecure and provided that there is available satisfactory cellular network at the new address. A new contract term will begin from the installation at the new address. A customer may avail of a free home move once per rolling 12 month period, alternatively a fee will apply, see appendix one, schedule of charges.

11. RESPONSIBILITIES OF THE COMPANY

11.1 The Services are intended to improve security/safety and reduce the consequences of undesirable incidents, they do not provide a guarantee or similar assurance against such incidents or entail liability for consequential losses. The Customer is aware that operational faults can occur in the Equipment, and that it is the responsibility of the Customer to always maintain their property, with all of their valuables, insured with a suitable insurance company, and to claim for the coverage of any losses from the insurance company.

11.2 Subject to Clause 11(4) below, HomeSecure shall be responsible for covering the Customer's financial losses only where such losses are incurred directly as a result of: (a) failure of an alarm to be triggered and a failure to call emergency services where these actions should have occurred, provided the Customer has a suitable home and property insurance, or (b) other deficiencies in the Services provided they are not caused by conditions for which the Customer is responsible, or by obstacles that are outside the control of HomeSecure. Obstructions that are outside the control of HomeSecure include events that HomeSecure could not reasonably be expected to have taken into consideration in the contract period, to have avoided or to have overcome the consequences of, such as faults in the telecommunication or computer network, line faults/damage or lack of cellular network, Wi-Fi, radio or internet coverage, power outages, unstable temperatures and temperatures lower than zero degrees Celsius at the Installation Address, lack of road access or other obstructions that are due to lack of compliance with requirements for equipment and services, or safety and working environment for personnel.

11.3 Subject to Clause 11(4) below, HomeSecure shall not be liable for any losses that are due, in whole or in part, to user error or incorrect use, the Customer or users not having noted codes and/or passwords in an adequate manner or the equipment being disconnected as a result of outstanding payment or termination of the contract. HomeSecure shall not be liable for any losses related to the Customer's business activities or losses that are caused by a lack of security for equipment or services, including lack of function.

11.4 Nothing in these terms and conditions shall exclude or limit HomeSecure's liability to the extent that, under applicable law, it cannot be excluded or limited (including liability for death or personal injury caused by breach of duty or as may arise under applicable consumer law or regulations).

11.5 Subject to Clause 11(4) above, HomeSecure shall also not be liable for losses suffered or incurred arising out of or in connection with errors and deficiencies in associated services and products that the Customer chooses to link to the Services and Equipment.

11.6 If the Customer does not mitigate their loss by taking reasonable measures, such as signing an insurance policy, or if the Customer does not attempt to cover the loss through the Customer's insurance schemes, then the Customer shall be liable for the loss.

11.7 In the event of losses caused by burglary, HomeSecure will cover the Customer's excess charge when insurance is used up to a maximum of €1,000, on the condition that the alarm was activated when the loss event occurred.

11.8 To the maximum extent permitted by law, the Customer shall be liable for damages or losses suffered or incurred by HomeSecure arising out of or in connection with actions or omissions (including failure to mitigate) by the Customer, including any breach of these terms and conditions. Under no circumstances shall HomeSecure be held liable for any use of the Services by the Customer that does not comply with applicable law.

11.9 Subject to Clause 11(4) above, HomeSecure shall not be liable, in contract, tort or otherwise, howsoever for any indirect or consequential damages or losses howsoever caused suffered or incurred by the Customer or any third party whether arising out of, or in connection with, or in relation to Services supplied under this Agreement or the supply or non supply or purported supply or delay in supply of any Services under this Agreement or otherwise out of or in connection with or in relation to this Agreement or any transaction or matter contemplated by it shall be limited to €10,000, in aggregate or for any one event or series of connected events. The limitation of liability under this sub-clause has effect in relation both to any liability expressly provided for under this Agreement and to any liability arising by reason of the invalidity or unenforceability of any term of this Agreement.

11.10 To the maximum extent permitted by law and subject to Clause 11(4) above, HomeSecure's total liability in contract, tort (including, without limitation, negligence) or otherwise arising out of or in connection with or in relation to any Services supplied under this Agreement or the supply or non-supply or purported supply or delay in supply of any Services under this Agreement or otherwise out of or in connection with or in relation to this Agreement or any transaction or matter contemplated by it shall be limited to €10,000, in aggregate or for any one event or series of connected events. The limitation of liability under this sub-clause has effect in relation both to any liability expressly provided for under this Agreement and to any liability arising by reason of the invalidity or unenforceability of any term of this Agreement.

11.11 The terms of this Contract are in lieu of all other conditions, warranties and other terms concerning the supply or purported supply of, or failure to supply or delay in supplying, of any goods and/or services (except for those arising under applicable consumer law or regulations in Ireland which might but for this section have effect between HomeSecure and the Customer or would otherwise be implied or incorporated into this contract or any collateral contract, whether by statute, common law or otherwise (including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable skill and care), all of which are hereby excluded. Subject to Clause 11(4) above, HomeSecure does not accept, and excludes, all liability for breach of any obligation or duty to take reasonable care or exercise reasonable skill other than any such obligation or duty arising under this Agreement.

11.12 To the extent permitted by law and subject to Clause 11(4) above, HomeSecure shall have no liability in contract, tort (including, without limitation, negligence) or otherwise for any loss or cost suffered or incurred by the Customer arising out of or in connection with any act or omission on the part of a person to whom any of HomeSecure's duties or obligations under this Agreement has been delegated or sub-contracted provided that HomeSecure exercised reasonable skill and care in the act of making the delegation or sub-contract in question

11.13 Neither party shall be liable to the other in contract, tort (including, without limitation, negligence) or otherwise for any failure or delay in the performance of any of its obligations under this Agreement which is caused by any event or circumstances beyond its reasonable control, including, without limitation, any labour disputes between a party and its employees, natural disaster, interruption or failure of utility service including but not limited to electric power, gas, water, telephone service or those circumstances set out at Clause 11(2) above, any outbreak of disease including but not limited to any epidemic or pandemic or any other event or circumstances beyond the reasonable control of the party relying on this Clause. Notwithstanding the foregoing, HomeSecure cannot claim relief if the event in question is one where a reasonable service provider in the industry should have foreseen and provided for the event in question.

11.14 This Clause prevails over all other provisions of this Agreement, and sets forth the entire liability of HomeSecure in respect of:

- The performance, non-performance, purported performance or delay in performance by HomeSecure of its obligations under this Agreement; and
- Otherwise in relation to this Agreement or the entering into or performance of this Agreement.

11.15 Upon written request from the Customer, HomeSecure shall issue applicable compliance documents which may be requested by insurance companies.

12. TERM AND TERMINATION

12.1 The service shall begin upon installation. Unless otherwise stated at time of sign up, the contract shall have an initial service period of 12 months. At the end of the initial service period, the contract will be renewed automatically and continue to be in force until terminated by any party with a 3 months' notice period which shall upon notice commence from the next billing period. If the Customer does not want the contract to be automatically renewed, it must inform the Company no later than 30 days prior to the expiry of the initial service period.

12.2 Unless otherwise agreed, the Customer may upon request ownership of the safety and security peripherals, i.e. the Equipment excluding accessories and app services, upon termination of the contract. This does not apply to the SIM card, app services, signs and stickers, as ownership to such items will never be transferred to the Customer. Unless otherwise agreed, the option to request transfer of ownership upon termination is conditional upon the contract having been maintained for a minimum service period of 12 months as agreed between the Company and the Customer, without interruption or breach and provided that the Customer is not in default of their payment obligations at the time of termination of the contract. The terms of such transfer, including price <see schedule of charges appendix 1> shall be provided by HomeSecure at time of termination. The Company assumes no responsibility for the function or configurability of the system after the transfer of ownership. The Customer is not entitled to any maintenance or follow-up services by company after the ownership of the Equipment has been transferred to the Customer.

12.3 The termination period runs from next billing date after the notification of termination. The Customer may terminate this contract by contacting the Company's customer service centre (see clause 19 for contact details). In the event of material breach by either party, or if either the Company or the Customer goes bankrupt, suspends their payments, requests recovery or liquidation proceedings or becomes insolvent, the other party may terminate the contract with immediate effect. Outstanding payments that exceed 60 days entitle the Company to temporarily cease the Services following prior notice to the Customer. The Customer is, however, still obliged to pay for the services until the time of disconnection, including all outstanding amounts. Non-payment exceeding three months is regarded as a material breach of this contract, and thereby entitles the Company to terminate this contract with immediate effect following written notice.

12.4 Upon termination of this contract, unless a transfer of ownership is agreed as per clause 12.2, the Company is entitled to remove all equipment and signage. If the equipment is not in proper operational condition, the Customer will be billed for any costs that arise in connection with repair/replacement. Company is not responsible for marks or damage that occur when equipment and signage are removed. The Customer is obliged to give the Company access to the property between the hours of 08:00 and 16:00 on regular working days to perform the disconnection and removal work. If the Customer is not available at the agreed equipment removal time, the Company will charge a no-show service fee, please see appendix 1 schedule of charges. This also applies after the Customer has moved from the Installation Address, if applicable.

12.5 If the disconnection and removal work is not possible before termination of this contract due to the Customer, the Customer will continue to be billed for the monthly charge and any additional costs in the event of an alarm being triggered, calls to emergency services, etc., until the disconnection and removal work has been carried out. In all circumstances, the Company is entitled to access the Installation Address externally to remove signage, even without the Customer's presence, and shall bear no responsibility.

12.6 If the Company's efforts to collect the equipment are unsuccessful due to the customer, the customer will be charged a lost equipment fee as listed in the schedule of charges Appendix one below based on a standard pack. Non Standard packs will be calculated in addition to this fee. The Customers service will also be ceased with written notification. Any outstanding contract balance will also be due.

13. CHARGES

13.1 The connection price will be agreed at time of sale between the customer and HomeSecure. The connection fee together with the first months monitoring will be charged by credit or debit card at time of sign up. The subsequent months monitoring will be charged within 30 days of the installation taking place and every 30 days thereafter.

13.2 Any expansions or additions to the Equipment or the Service at time of install, upgrade, service or renewal will be charged together with the monthly fees for the Services.

13.3 HomeSecure offers several payment methods including monthly direct debit, card and annual payment. Customers who opt not to use direct debits or e-invoices will be charged €10 incl. VAT per invoice.

13.4 It is the sole responsibility of the customer to keep their payment details up to date and to notify HomeSecure of an expired card or new bank details a minimum of 14 working days prior to their next invoice due date.

13.5 If an invoice is not paid when it falls due, the invoice will be automatically represented and a €10 failed payment fee will be added and will be applied to the next successful payment.

13.6 HomeSecure may revise the prices for the Services at any time after the initial contract period is completed. The revised price will be rounded to the nearest tenth of a euro. If HomeSecure decides to increase the price of the Service, the Customer will receive at least 14 days prior notice. If the Customer does not wish to accept the price changes, the Customer has the right to terminate this contract no later than the day on which the price changes take effect. The Customer will not be affected by the price changes during their notice period.

14. HOMESECURE APP

HomeSecure offers all Customers a dedicated app which can be downloaded in the Apple App Store or Google Play Store. Usage of the app is contingent to account remaining fully active and all payments up to date. Please the schedule of charge in Appendix 1 for App related fees for non-monitored customers.

15. VIDEO AND CAMERA SERVICE

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

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

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

16. IMAGE PROCESSING - USE OF PHOTOS/VIDEO - DIGITAL

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

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

17. DATA PROTECTION AND CONFIDENTIALITY

HomeSecure will treat all Customer data and personal data as strictly confidential, and only share personal data with third parties to the extent permitted by applicable legislation. For further information about HomeSecure's processing of personal data, please refer to the privacy policy available at www.homesecure.ie/privacy-statement/.

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

18. CHANGES TO THESE TERMS AND CONDITIONS

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

19. CONTACTS, GOVERNING LAW AND DISPUTES

This contract is governed by Irish law, and the Irish courts shall have exclusive jurisdiction to hear, determine and settle any dispute arising out of or in connection with this contract. In case you have any queries (including regarding termination of this contract or complaints, you may contact the HomeSecure customer service department at HomeSecure, Eden Centre, Grange Road, Rathfarnham, Dublin 16, Ireland D16 HW01 / info@homesecure.ie or visit the HomeSecure website at www.homesecure.ie. You may also call us at 01 495 7070. The Company will respond to all correspondence within a reasonable time, and no later than 30 days following receipt.

Information on your rights as a consumer may be found at www.cpc.ie, the website of the Competition and Consumer Protection Commission

APPENDIX I – SCHEDULE OF CHARGES INCL OF VAT

All charges below are for equipment are subject to change and may be subject to an additional service fees.

-	One additional sensor €60 upfront plus €2 p/m
-	One additional keyfob €60 upfront plus €2 p/m
-	One additional keypad €60 upfront plus €2 p/m
-	One additional siren €60 upfront plus €2 p/m
-	One additional smart plug €60 upfront plus €2 p/m
-	One additional fire alarm €60 upfront plus €2 p/m
-	One additional panic button €60 upfront plus €2 p/m
-	One additional ReX unit €60 upfront plus €2 p/m
-	Engineer hourly rate €110

-	Other extras:
-	Bell Box €60 upfront
-	Key Tags €10 upfront plus €1 p/m
-	TP Link €60 upfront
-	EZVIZ Internal Camera €49 upfront plus €2 p/m
-	EZVIZ External Camera €189 upfront plus €2 p/m
-	EZVIZ Doorbell Camera €189 upfront plus €2 p/m

The fee type up front or reoccurring is subject to contract type and will be agreed in advance with the customer.

Other Charges:

-	Connection Fee Domestic €199
-	Connection Fee Commercial €199
-	Connection / Disconnection no show fee €100
-	XT GSM Module €90
-	Service Visit €110 for first hour, €110 per hour thereafter
-	Out of warranty Battery Changes Sensors €5
-	Out of warranty Battery Change Panel €20
-	Moving House/System Move €250
-	Home Security Assessment €100
-	App Service Only Monthly Charge €10 Admin fee
-	Paper Invoice Monthly Request Fee €10
-	Failed Payment Collection Admin fee €10
-	Early Contract Termination Fee €150
-	New Broadband Connection Fee €110
-	Alarm Removal Fee €150

Standard System Buy out fee €600 incurred in Year 1 / €400 in Year 2 / €200 in Year 3 / €000 in Year 4+ Equipment Non-Return Fee €600 Elective call outs where a new sensor or part is added or replaced as out of warrantee, the job will be charged at the hourly rate in addition to the cost of any replacement parts used.