

**Texecom Limited**  
**Texecom Cloud Services Framework**

**Please read these Terms carefully before you access and use the Texecom Cloud Services (TCS) Installer Portal and our Services. This is a legally binding agreement and contains important information on your legal rights and obligations. By clicking the accept button you agree (on behalf of your business where you are a limited company or partnership) to comply with and be bound by these Terms. If you do not agree to be bound by these Terms, you will not be allowed to access or use the TCS Installer Portal or any of our other Services.**

These Terms are an agreement between: (i) the company or organisation named when you register a Portal Account (**Installer, you**); and (ii) Texecom Limited, a company incorporated in England and Wales (registered number 02084170) and whose registered office is at Bradwood Court, St Crispin Way, Haslingden, Rossendale, Lancashire BB4 4PW (**we, us, our, Texecom**).

**About us**

We are Texecom. We are a private limited company and our UK VAT number is GB 486 104 937.

To contact us in relation to any of our Services, please contact us via the following email address: [cloud@texe.com](mailto:cloud@texe.com). Any other contact details for specific Services (if applicable) will be set out in the Additional Terms for those Services.

**1 Definitions**

Where used in these Terms, the following capitalised terms shall have the following meanings:

<b>Account Data</b>	means all information and materials posted, generated or uploaded onto the TCS Installer Portal or via the Services by you or anyone on your behalf (including, without limitation, where you instruct us to do the same) but excluding Customer Data;
<b>Add Process</b>	has the meaning given to it in section 3.4;
<b>Additional Terms</b>	means the terms of these Terms that apply to specific Services (not including the Cloud Services) made available via the Add Process, including: <ul style="list-style-type: none"><li>(a) the terms set out in Schedule 2 with respect to the 4G Services;</li><li>(b) the terms set out in Schedule 3 with respect to the Texecom Monitor Services; and</li><li>(c) any other terms with respect to other Services where added pursuant to section 2.3;</li></ul>

<b>Annual Period</b>	means a 12-month period commencing on the day you first register your Portal Account or any anniversary thereof;
<b>Cloud Services</b>	has the meaning given to it in section 5;
<b>Corporate Customer</b>	means any customers who contract with you as a corporate entity to whom you provide Customer Services relating to the TCS Installer Portal and the Services;
<b>Customer CIE</b>	means Control and Indicating Equipment (including, without limitation, alarm control panels) assigned to a Customer on your Portal Account and <b>Customer CIEs</b> shall be construed accordingly;
<b>Customer Connection</b>	has the meaning given to it in section 9.1;
<b>Customer Contract</b>	has the meaning given to it in section 10.1.4;
<b>Customer Data</b>	means all information and data relating to any Customer on your Portal Account, which you upload, input or generate in relation to that Customer, including (without limitation), any configuration or log data, or any data relating to videos and images via the Customer CIEs and any data relating to any events or configurations made to Customer CIEs;
<b>Customer Services</b>	means the alarm and security system installation, connectivity, signalling and/or maintenance services you provide to your Customers;
<b>Customer Site</b>	means the Customer's site or sites, to which you provide your Customer Services;
<b>Customers</b>	means your Corporate Customers and Household Customers;
<b>Data Protection Legislation</b>	(i) all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and (ii) any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications). References to <b>personal data</b> , <b>controller</b> , <b>processor</b> , <b>process</b> and <b>data subject</b> in these Terms shall have the meaning given to them in the Data Protection Legislation;

<b>Employee Account</b>	has the meaning given to it in section 6.5;
<b>Fees</b>	all fees, charges and costs that we charge you for provision of the Services, including those notified to you during the Add Process with respect to each chargeable Service you procure;
<b>Household Customer</b>	means any customers who contract with you in a personal capacity to whom you provide Customer Services relating to the TCS Installer Portal and Services;
<b>Insolvency Event</b>	you suspend, or threaten to suspend, payment of your debts or you are unable to pay your debts as they fall due or you admit inability to pay your debts or (being a company or limited liability partnership) you are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) you are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 (being a partnership) any of the foregoing apply applies to any member of the partnership;
<b>Installer Administrator</b>	has the meaning given to it in section 6.2;
<b>Intellectual Property Rights</b>	any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, source code, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature;
<b>Losses</b>	means any and all losses, liabilities, claims, fines, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;
<b>Payment Information</b>	has the meaning given to it in section 13.2;
<b>Payment Period</b>	means the payment term for the Fees, which may be monthly, quarterly, annual, payable up-front in advance or any other period or terms offered to you by Texecom and selected by you either as part of

	your membership tier and/or via the Add Process for the relevant Services;
<b>Portal Account</b>	has the meaning given to it in section 6.2;
<b>Portal Content</b>	means all information and material that we (or a party acting on our behalf) have posted, generated or uploaded onto the TCS Installer Portal including, without limitation, the User Guide and technical specifications;
<b>Restriction</b>	has the meaning given to it in section 9.2;
<b>Services</b>	means: <ul style="list-style-type: none"><li>(a) the Cloud Services;</li><li>(b) the 4G Services;</li><li>(c) the Texecom Monitor Services; and</li><li>(d) any other services provided by Texecom from time to time pursuant to any Additional Terms;</li></ul>
<b>Sign-up Process</b>	means the process followed by or on behalf of the Installer to sign-up to the Cloud Services on the Website;
<b>SmartCom Device</b>	means the intelligent communicator which can connect a Customer's Premier Elite alarm control panel to a local area network;
<b>SmartCom 4G Device</b>	means the intelligent communicator which can connect a Customer's Premier Elite alarm control panel to a local area network and/or a mobile network (as further set out in section 7);
<b>TCS Installer Portal</b>	has the meaning given to it in section 5.1;
<b>Terms</b>	means these terms and conditions incorporating all the Schedules hereto;
<b>Texecom Connect</b>	means the Texecom Connect app (version 2.0 and above) which allows Customers to exercise basic control over their Control and Indicating Equipment;
<b>Texecom Pro</b>	means the Texecom app we make available to you and/or your personnel and/or sub-contractors to assist with the provision of Customer Services to your Customers;
<b>Texecom Monitor</b>	means the Services described in Schedule 3 (Additional Terms for Texecom Monitor Services).

<b>Third Country</b>	any country outside the European Economic Area, with the exception of the United Kingdom;
<b>UK GDPR</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
<b>User Guide</b>	means the guidance, documentation and media files made available to you via the TCS Installer Portal or our Website, which sets out information relating to your use and access of the TCS Installer Portal and the Services (which we may update from time to time);
<b>Users</b>	has the meaning given to it in section 6.5;
<b>Valid Transfer Mechanism</b>	a mechanism governing the transfer of personal data to a Third Country which is recognised by the United Kingdom government as providing adequate protection for personal data in accordance with the Data Protection Legislation, including an adequacy decision, use of approved standard contractual clauses, use of binding corporate rules and/or reliance on derogations provided under the Data Protection Legislation;
<b>Website</b>	means <a href="https://digital.texe.com">https://digital.texe.com</a> or such other website as notified to you from time to time;
<b>4G Services</b>	the Services described in Schedule 2 (Additional Terms for 4G Services).

## 2 These Terms

- 2.1 These Terms govern the overall relationship between Texecom and you in relation to the Services provided by Texecom to you and set out:
- 2.1.1 the terms that apply to your use of the core services made available to any Installer who registers a Portal Account, and referred to herein as the **Cloud Services**, as further described in section 5;
  - 2.1.2 the Additional Terms that apply specifically to your use of the 4G Services, where you elect to receive the 4G Services via the Add Process, as set out in Schedule 2;
  - 2.1.3 the Additional Terms that apply specifically to your use of the Texecom Monitor Services, where you elect to receive the Texecom Monitor Services via the Add Process, as set out in Schedule 3; and
  - 2.1.4 the Add Process for you to add additional Services (including 4G Services and Texecom Monitor Services), as set out in section 3.
- 2.2 Unless we expressly state otherwise in the relevant Additional Terms, the main Sections of these Terms and Schedule 1 (Data Protection) apply to all Services. Each set of Additional Terms only applies to the specified Services referred to therein. If there is any conflict or inconsistency between any Additional Terms and the other Terms, the Additional Terms shall take precedence only to the extent necessary to resolve such conflict or inconsistency.

- 2.3 Unless we expressly state otherwise in the relevant Additional Terms, we may change any of the Terms at any time without prior notice to you, including adding Additional Terms for new or modified Services. Where we change or add to the Terms, we may inform your Installer Administrators at login to the TCS Installer Portal. We will require your Installer Administrators to accept the revised Terms before accessing the TCS Installer Portal or Services. We may also inform you of changes to the Terms via email to your Installer Administrators.
- 2.4 You acknowledge and agree that:
- 2.4.1 our Services are provided for use by alarm installation businesses to provide services to their customers. You may only use our Services if you operate a professional alarm installation business;
- 2.4.2 in order to access and use our Services, you will (in all circumstances) require access to our TCS Installer Portal; and
- 2.4.3 accordingly, if we suspend and/or terminate your access to the TCS Installer Portal in accordance with these Terms, such suspension and/or termination may apply to any other Services you receive from us.
- 2.5 We recommend that you print a copy of these Terms for your future reference.

### **3 Accessing the Services**

- 3.1 Our Services work with the alarm control panels and versions specified on the TCS Installer Portal. Please note that specific Services may have additional operating requirements, which will be set out in the relevant Additional Terms relating to such Services and/or on the TCS Installer Portal.
- 3.2 You may access the TCS Installer Portal and our basic Cloud Services free of charge.
- 3.3 We offer paid membership tiers, which include access to other functionality and Services and you may change your membership tier via the Add Process. Please refer to our Website for further details on the membership options available to you.
- 3.4 You may upgrade your membership tier and/or procure additional Services for Customer Sites from time to time by placing an order via the TCS Installer Portal (**Add Process**).
- 3.5 When you submit an order via the Add Process:
- 3.5.1 you may select the applicable duration, grade and Customer Site;
- 3.5.2 we will confirm the applicable Fees associated with the requested Services and the Payment Period for such Fees;
- 3.5.3 by submitting the order, you agree to pay the Fees and that these Terms (including any applicable Additional Terms) apply to that order.
- 3.6 Further technical and operational information relating to the Services is available in our User Guide.

### **4 Updating the Services**

- 4.1 We reserve the right to update the Services (including, without limitation, the TCS Installer Portal) from time to time, and may change the Portal Content at any time (including removing Portal Content and/or functions or features of the TCS Installer Portal).
- 4.2 Whilst we will use reasonable endeavours to update relevant content, any of the Portal Content may be out of date at any given time, and we are under no obligation to update such material.

- 4.3 Where you access the TCS Installer Portal via a web browser, updates will be applied automatically and will appear when you access the TCS Installer Portal. If we provide the TCS Installer Portal via another medium (e.g. app or in-product web server), you will be responsible for ensuring that you are using an up-to-date version of the TCS Installer Portal and that you download any updates we may make available to you from time to time. We have no obligation to support older versions of the TCS Installer Portal.

## 5 Cloud Services

- 5.1 Our Cloud Services give you access to certain functionality on the **TCS Installer Portal** (our cloud-based service, which enables you to manage your Customer CIEs and build management solutions via a remote connection to the cloud via our Website (or by any other method we may make available from time to time, including via a browser or apps for tablet and smartphone). This includes:
- 5.1.1 capabilities that allow you to configure, manage and maintain Customer CIEs;
  - 5.1.2 functionality that allows you to perform diagnostics and health-checks and obtain reporting on certain functions of your Customer CIEs;
  - 5.1.3 functionality that allows you to link your Customer's Texecom Connect to their alarm control panel, as set out in section 9;
  - 5.1.4 any documentation, information (including Portal Content), assistance and support services we may provide regarding your use of the TCS Installer Portal; and
  - 5.1.5 access to any additional Services from time to time via the Add Process.

## 6 Accessing the TCS Installer Portal

- 6.1 You are responsible for making all arrangements necessary for you to have access to our TCS Installer Portal.
- 6.2 Before you can access the TCS Installer Portal, you will be required to register an account with us (**Portal Account**). You (or an authorised officer or a representative on your behalf, where you are a limited company or partnership) must register the Portal Account and provide details of an administrator who will manage your use of the TCS Installer Portal (each an **Installer Administrator**).
- 6.3 You must provide information which is complete, accurate, up-to-date and not misleading. We may rely on any information provided by you so it is important you comply with this requirement. You must tell us promptly about any changes to the information that you have provided to us.
- 6.4 You must treat user names and passwords for the TCS Installer Portal as confidential. You shall ensure that you take measures to keep user names and passwords secure, including (without limitation) by ensuring that:
- 6.4.1 no passwords are stored in your browser;
  - 6.4.2 you do not use password caching solutions on browsers; and
  - 6.4.3 unless otherwise permitted in accordance with section 6.6, you do not disclose user names or passwords to any third party, including any of your personnel or sub-contractors.
- 6.5 You may add user accounts for your personnel and/or sub-contractors (**Employee Accounts**) as additional users of the TCS Installer Portal (**Users**) in accordance with our User Guide, provided that you comply with the following conditions:

- 6.5.1 you ensure that a separate Employee Account is created for each User and that Employee Accounts are not shared between Users;
  - 6.5.2 you are responsible for ensuring that each User complies with these Terms (in particular, but without limitation, section 6.3, section 6.4 and section 12);
  - 6.5.3 you are responsible for ensuring that each User has an appropriate level of access to the Customer CIEs (as agreed between you and any Customer); and
  - 6.5.4 you are responsible for ensuring that a User's Employee Account is deleted or disabled from the TCS Installer Portal if the User no longer requires access to the TCS Installer Portal and/or leaves your business.
- 6.6 If you know or suspect that anyone other than you (and, where applicable, the relevant User) knows a user name and/or password for a Portal Account or Employee Account, or you know or suspect that your security (or that of Texecom's) is or may be compromised, you must notify us immediately using the contact details set out above. You shall immediately take steps to remove, disable or change the password of the Portal Account or Employee Account affected.

## **7 SmartCom Devices**

- 7.1 Active SmartCom Devices are connected to our network via your Customer's local area network (for which the Customer is responsible), to enable you to manage Customer CIEs via the TCS Installer Portal.
- 7.2 Active SmartCom Devices may also be connected via 4G when you procure 4G Services via the Add Process, in which case the Additional Terms for 4G Services in Schedule 2 will apply.
- 7.3 We reserve the right to make updates and/or upgrades to the software and firmware on connected SmartCom Devices and SmartCom 4G Devices from time to time without prior notice, including (without limitation) for security reasons and/or where corresponding updates have (or will be) made to the TCS Installer Portal in accordance with section 4.

## **8 Services and support**

- 8.1 Where you no longer provide Customer Services to a particular Customer or to a specific Customer Site, you shall use the functionality on the TCS Installer Portal to delete that Customer's associated Customer CIEs from your TCS Installer Portal, following which we will remove your access to data and functionality relating to such Customer CIEs.
- 8.2 You may contact us with support queries relating to the TCS Installer Portal and other Services during working hours using the contact information provided in the User Guide. We will use reasonable endeavours to respond to such queries within 24 hours, but we do not offer guaranteed responses or resolution times.
- 8.3 We may restrict, suspend or withdraw the availability of all or any part of the TCS Installer Portal or our other Services (except for the Texecom Monitor Services) for business and operational reasons. Except in cases of emergency, we will try to give you reasonable notice of any such suspension or withdrawal. Our right to restrict, suspend or withdraw the availability of the Texecom Monitor Services will be set out in the service level agreement made available to you from time to time.

## **9 Texecom Connect**

- 9.1 We will provide you with the functionality on your TCS Installer Portal to link a Customer's alarm control panel to Texecom Connect (**Customer Connection**). We



provide information on how you can do this on the TCS Installer Portal in our User Guide.

- 9.2 With certain membership tiers, we may provide you with the functionality on the TCS Installer Portal to withdraw, suspend or restrict the Customer Connection or the Customer's access to Texecom Connect (**Restriction**). You should always ensure that you exercise the foregoing rights in accordance with the terms of your Customer Contract (as defined in section 10.1.4 below). Texecom shall not be liable to you or any of your Customers for any Restriction you impose on your Customer.

## 10 Your Obligations to Customers

### 10.1 You shall:

- 10.1.1 provide appropriate privacy notices to Customers to ensure that they understand how their personal data will be processed by Texecom;
- 10.1.2 not, without our prior written consent, make or give any representations, warranties, promises or other statements to Customers or any other parties concerning the Services and/or the TCS Installer Portal and/or any other of our products and/or services which are not contained in our marketing material;
- 10.1.3 not, without our prior written consent, produce any marketing material for the Services and/or the TCS Installer Portal and/or any other of our products and/or services, or use our name, logo or trade marks on any marketing material for the same;
- 10.1.4 ensure that you have a valid and legally binding contract with each Customer for the provision of Customer Services (**Customer Contract**), which includes:
- (a) a description of how you will manage the Customer CIE(s), including (without limitation) in your use of the TCS Installer Portal;
  - (b) where applicable, a description of your rights to withdraw, suspend or restrict the Customer's access to Texecom Connect in specific circumstances (for example, where the Customer has failed to pay you any applicable fees for Customer Services);
  - (c) data protection obligations that are equivalent to those set out in section B (Customer Data) of Schedule 1, where you are acting as a processor on behalf of your Customer (as controller) in processing any personal data comprised in the Customer Data; and
- 10.1.5 ensure that you have obtained all necessary consents and approvals from the Customer and that you are duly authorised to make any changes and/or configurations to their Customer CIEs.

- 10.2 Texecom shall not be liable to you or any of your Customers for how you use the TCS Installer Portal and how you provide the Customer Services to your Customers. You shall be responsible to your Customers for provision of the Customer Services and you shall ensure that no Customer Contract imposes any liability or obligations on Texecom.

## 11 Ownership of the TCS Installer Portal and Portal Content

- 11.1 Unless otherwise stated, we are the owner or licensee of all Intellectual Property Rights in the TCS Installer Portal and our Services and in the material published on the TCS Installer Portal (including the Portal Content) or otherwise provided to you. These Intellectual Property Rights are protected by laws and treaties around the world and all such rights are reserved by us.

- 11.2 In consideration of your compliance with these Terms and the Fees paid by you to us, we grant you a non-exclusive licence for your own business purposes to access and use the TCS Installer Portal and to receive the Services in accordance with these Terms. Your licence and permission to use the TCS Installer Portal and the Services shall commence on the date you accept these Terms and shall continue unless and until suspended or terminated in accordance with these Terms.
- 11.3 You may download and print off materials from the TCS Installer Portal for your own business use and reference, only to the extent required to make use of the Services. However, you must not modify the paper or digital copies of any Portal Content in any way.
- 11.4 Other than as expressly set out in these Terms, you must not copy, reproduce, upload, post modify, transmit or mirror on another website or in any other media, distribute or create derivative works of any Portal Content without getting prior written permission from us.
- 11.5 Other than as expressly set out in these Terms, we do not grant you any rights or licenses to use the TCS Installer Portal, Portal Content or our other Services.
- 11.6 You acknowledge that the names, images and logos identifying the TCS Installer Portal, our other Services, Texecom (including, without limitation, Texecom's trade mark), our affiliated companies, our other products and services, our licensors and their products and services are all owned by or licensed to us, our affiliated companies or our licensors (as applicable). Save as permitted under section 11.3, you may not use any of the foregoing without our prior written consent and/or that of our affiliated companies and/or our licensors (as applicable).

#### **Information and Customer Data**

- 11.7 Account Data
- 11.7.1 We will treat your Account Data as non-exclusive and non-proprietary. You grant us a non-exclusive, perpetual and royalty free, worldwide licence to use, store, edit, publish, adapt, translate, distribute and copy your Account Data in any existing or future media.
- 11.7.2 You represent and warrant to us on an ongoing basis that you:
- (a) are the owner or authorised licensee of all your Account Data;
  - (b) have all necessary rights (including, but not limited to, all Intellectual Property Rights) and consents required to upload, input and display your Account Data and to grant us the rights in the Account Data as set out in these Terms; and
  - (c) have obtained all required permissions and consents from any third party whose personal data is included in your Account Data.
- 11.8 Customer Data
- 11.8.1 You shall ensure that you have all necessary rights (including, but not limited to, all Intellectual Property Rights) and consents required to:
- (a) upload, input, display and use the Customer Data on the TCS Installer Portal relating to provision of the Customer Services; and
  - (b) enable us to use Customer Data for the purposes specified in paragraph C5 of Schedule 1 (Data Protection).
- 11.8.2 You agree and acknowledge that your Customer is the owner of their Customer Data, on the basis that you are acting as a service provider for

the Customer in respect of the provision of the Customer Services under your Customer Contract.

## 12 Prohibited Uses

12.1 You may not use the Services:

- 12.1.1 to access or capture inappropriate information from the TCS Installer Portal or Services (for example, obtaining information about Customers that are not within the scope of the consent and/or permissions granted by the Customer to you);
- 12.1.2 to attack or attempt to attack the TCS Installer Portal or Services via a denial-of-service attack or a distributed denial-of-service attack or by any other means;
- 12.1.3 in any way that breaches any applicable law or regulation (in any jurisdiction);
- 12.1.4 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 12.1.5 for purposes other than your legitimate business interests;
- 12.1.6 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 12.1.7 to knowingly transmit any data, send or upload any material that contains viruses or other harmful code;
- 12.1.8 in any manner which breaches any provision of these Terms; or
- 12.1.9 for any purpose that in our reasonable opinion damages our reputation.

12.2 You shall:

- 12.2.1 not access all or any part of the TCS Installer Portal and our other Services in order to build a product or service which competes with the TCS Installer Portal and our other Services;
- 12.2.2 except as expressly permitted by law, not (and shall not permit any third party to) copy, adapt, reverse engineer, decompile or disassemble the TCS Installer Portal;
- 12.2.3 not try to or allow anyone else to gain unauthorised access to the TCS Installer Portal and/or our other Services, the server on which our TCS Installer Portal is stored or any server, computer or database connected to our TCS Installer Portal; and
- 12.2.4 not attack our TCS Installer Portal via a denial-of-service attack or a distributed denial-of-service attack or by any other means.

## 13 Fees

- 13.1 Where you have selected a paid membership tier and/or other paid Services, you will pay us the Fees, including those notified to you as part of the Add Process.
- 13.2 As part of setting up your Portal Account, you must provide us with payment information for a current payment card accepted by our third-party payment processor (**Payment Information**).

- 13.3 Your Payment Information will be stored by our third-party payment processor, not by us.
- 13.4 You authorise us to use your Payment Information to invoice and take payment from you as follows:
  - 13.4.1 for all Fees due and payable for the Services in advance in accordance with the Payment Period which applies to those Services, commencing on the date you procure the relevant Services. Without prejudice to the foregoing, we will take payment for such Fees for your first Payment Period within 30 days' following the date you purchased the relevant Services from us; and
  - 13.4.2 in relation to each subsequent Payment Period, your Fees for the Services shall be due and payable on each anniversary of the date you procured the relevant Services from us and we will take payment for such Fees on or around such anniversary. For the purposes of this section 13.4.2, your anniversary will depend on the Payment Period that applies to the relevant Services (for example, your anniversary may be monthly, quarterly, annual, linked to the duration of the Services procured from us or any other period offered by Texecom and selected by you as part of your membership tier and/or via the Add Process for the relevant Services).
- 13.5 You must ensure that your Payment Information is kept up to date at all times.
- 13.6 In respect of each month where Fees are payable, we will provide you with an electronic invoice as a downloadable document via the TCS Installer Portal.
- 13.7 All sums payable under these Terms are exclusive of applicable VAT and other sales taxes, which we shall be entitled to add to the Fees and for which you will be responsible.
- 13.8 If you fail to make any payment of the Fees due to us by the due date for payment, then, without limiting our remedies under section 14, we shall be entitled to claim interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue Fees.

#### **14 Termination and Suspension**

- 14.1 Failure by you to comply with these Terms may result in us taking action against you, including, without limitation, all or any of the following actions:
  - 14.1.1 immediate, temporary or permanent withdrawal or suspension of your right to use the TCS Installer Portal and/or our other Services;
  - 14.1.2 immediate, temporary or permanent removal of any Account Data and/or Customer Data uploaded by you to the TCS Installer Portal;
  - 14.1.3 bringing legal proceedings against you, including to recover our Losses arising out of or in connection with your breach; and/or
  - 14.1.4 disclosure of information by us in respect of the breach to law enforcement authorities as we reasonably believe is necessary.
- 14.2 Without affecting other rights or remedies, we may terminate these Terms and/or suspend all or part of the Services with immediate effect at any time by giving written notice to you if:
  - 14.2.1 you fail to make payment for any Services;

- 14.2.2 you fail to provide us with current payment information (as set out in section 13.2);
  - 14.2.3 you breach any term of these Terms and such breach is irremediable or (if such breach is remediable) you fail to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or
  - 14.2.4 you suffer an Insolvency Event.
- 14.3 Without affecting any other rights or remedies available to us, we may terminate these Terms with immediate effect, if you undergo a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 14.4 Without affecting any other rights or remedies available to the terminating party, either you or we may terminate the provision or receipt (as applicable) of any Services at any time by giving the other party not less than three (3) months' notice in writing. Where we terminate for convenience pursuant to this section 14.4, we will refund the Fees you have already paid for the relevant Services after the date of termination on a pro-rata basis. Where you terminate for convenience pursuant to this section 14.4, you will not be entitled to any refund of Fees. For the avoidance of doubt, the termination of any Services (other than the Cloud Services) shall not affect the continuation in force of the remainder of the Services and these Terms.
- 14.5 Without affecting any other rights or remedies we may terminate these Terms at any time by giving you not less than three (3) months' notice in writing. Where we do so, section 14.4 will apply with respect to the Fees paid for any Services.

## **15 Consequences of termination**

- 15.1 On termination of these Terms (in whole or in part):
- 15.1.1 the rights granted to you under these Terms (or the applicable part thereof) shall cease and you shall cease all activities authorised to you under these Terms (or the applicable part thereof);
  - 15.1.2 you shall immediately pay us any sums and Fees due to us under these Terms (or the applicable part thereof);
  - 15.1.3 any clauses which expressly or by implication have effect after termination will continue in full force and effect; and
  - 15.1.4 the accrued rights, remedies, obligations or liabilities of the parties as at expiry or termination shall not be affected.
- 15.2 Subject to compliance with our obligations under Data Protection Legislation, we shall be entitled to retain Customer Data and Account Data for a reasonable period following termination.

## **16 Personal Data**

- 16.1 Schedule 1 (Data Protection) to these Terms sets out information relating to personal data and the processing of such personal data in the provision of the Services. You acknowledge and agree to comply with your respective rights and obligations set out in Schedule 1 (Data Protection).
- 16.2 We will comply with our obligations set out in Schedule 1 (Data Protection).
- 16.3 Additional Terms may set out further information and obligations on the parties with respect to the processing of personal data, including (without limitation) additional processing details relating to the relevant additional Services.

## **17 Privacy and Cookies Policies**

- 17.1 Unless otherwise set out in Schedule 1 (Data Protection), we process personal data about you in accordance with our Texecom Privacy Policy. Please read our Texecom Privacy Policy to obtain a full understanding of how personal data will be used. Please note that we have different Privacy Policies depending on the Services procure from us. For example, our Texecom Cloud Service Privacy Policy explains the personal data we process (as controller) in our provision of the Cloud Services.
- 17.2 Subject to compliance with our obligations under Data Protection Legislation, you acknowledge that we may contact Customers and provide direct marketing to Customers, including without limitation via the Texecom Connect app we make available to Customers.
- 17.3 We use cookies in accordance with our Cookies Policy. Please read our Cookies Policy to obtain a full understanding of how cookies will be used.

## **18 Our liability**

- 18.1 We will use our reasonable endeavours to make the TCS Installer Portal and our other Services available to you, however except as expressly and specifically provided for in these Terms we do not warrant that any functions contained in our TCS Installer Portal will be uninterrupted or error-free, that defects will be corrected, nor that the TCS Installer Portal, Portal Content and/or our other Services will be accurate, relevant or appropriate for your circumstances, purposes or requirements.
- 18.2 Except as expressly and specifically provided for in these Terms:
  - 18.2.1 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms;
  - 18.2.2 you accept responsibility for selecting the TCS Installer Portal and our Services;
  - 18.2.3 you assume sole responsibility for results obtained from the use of the Services (including without limitation the TCS Installer Portal) and for conclusions drawn from such use. We shall have no liability to you or to any third party for any damage caused by inaccuracies, errors or omissions in any information, instructions, scripts or data (including without limitation Account Data or Customer Data) provided to us by you or any other user in connection with the Services. or any actions taken by us at your direction;
  - 18.2.4 you acknowledge that the TCS Installer Portal and the Services have not been designed to meet your individual requirements; and
  - 18.2.5 the Services are provided to you on an “as is” basis.
- 18.3 Nothing in these Terms (including, for the avoidance of doubt, any Texecom Privacy Policy and Cookies Policy) excludes or limits our liability for:
  - 18.3.1 death or personal injury arising from our negligence;
  - 18.3.2 our fraud or fraudulent misrepresentation; or
  - 18.3.3 any other liability that cannot be excluded or limited by English law.
- 18.4 Without prejudice to section 18.3, to the fullest extent permitted by law, we expressly exclude any liability to you or any third party arising out of or in connection with these Terms, whether in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty, or otherwise for:
  - 18.4.1 any of the following losses (whether direct or indirect):

- (i) loss of profit;
  - (ii) loss of revenue;
  - (iii) loss of business;
  - (iv) loss of use; or
- 18.4.2 any indirect or inconsequential loss.
- 18.5 Without prejudice to section 18.3, our maximum aggregate liability to you in respect of each Customer Site in each Annual Period for any and all Losses first arising in that Annual Period, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited by reference to Fees paid by you for that Customer Site for that Annual Period, as follows:
  - 18.5.1 where a Customer Site receives the Texecom Monitor Services, our maximum aggregate liability to you in each Annual Period shall be limited:
    - (i) with respect to Losses relating to the Texecom Monitor Services for that Customer Site, to an amount equal to 150% of the Fees paid by you for the Texecom Monitor Services for that Customer Site in that Annual Period,
    - (ii) with respect to Losses relating to all other Services, an amount equal to 100% of the Fees paid by you for all Services (excluding the Texecom Monitor Services) for that Customer Site in that Annual Period;
  - or
  - 18.5.2 where a Customer Site does not receive the Texecom Monitor Services, our maximum aggregate liability to you for all Losses relating to that Customer Site in each Annual Period shall be limited to the higher of:
    - (i) an amount equal to 100% of the Fees paid by you for all Services for that Customer Site in that Annual Period; or
    - (ii) £5.00 (five pounds).
- 18.6 Whilst we will use reasonable endeavours to ensure the Services and Portal Content and any software and/or data made available on or through TCS Installer Portal does not contain any viruses or harmful code, you acknowledge and agree that any Portal Content, software and/or data downloaded or otherwise obtained through the use of the TCS Installer Portal is downloaded and used at your own discretion and risk. Without prejudice to section 18.3, you acknowledge and agree that you will be solely responsible for all Losses, including without limitation, damage to your own computer system and loss of data arising in connection with the download of such Portal Content, software and/or data.
- 18.7 Where the TCS Installer Portal contains links to external websites and resources, such links are provided for your information only. Such links are not and should not be interpreted as endorsement by us of those linked websites. We are not responsible for the privacy practices or content of any such linked websites.
- 19 Entire Agreement**
- 19.1 These Terms and any other documents expressly incorporated by reference here (including our Privacy Policy and Cookies Policy) set out the entire agreement between you and us in relation to your receipt and use of the Services, and supersede all previous agreements, arrangements and understandings between you and us in respect of your receipt and use of the Services.

- 19.2 Subject to section 19.1, each party acknowledges that in entering into these Terms it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in these Terms) made by or on behalf of any other party at any time. Each party waives all rights and remedies which, but for this section 19, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

### General

- 19.3 **Assignment and sub-contracting:** We may transfer, assign, sub-contract or otherwise deal with the whole or any of our rights and/or obligations under these Terms without notifying you or obtaining your consent. You may not transfer, assign, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms without our prior written consent.
- 19.4 **Force majeure.** We will have no liability to you under these Terms if we are prevented from or delayed in performing any of our obligations under these Terms, or from carrying on our business, by circumstances beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage (including a cyber attack), compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. We will notify you of such circumstances and their expected duration as soon as reasonably practicable.
- 19.5 **Severability:** If any provision of these Terms is determined by any court or other competent authority to be unlawful, illegal and/or unenforceable, the other provisions will continue in full force and effect. If any unlawful, illegal and/or unenforceable provision would be lawful, legal and/or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in full force and effect.
- 19.6 **Exclusion of third party rights:** These Terms are between you and us. No other person shall have any rights to enforce any of these Terms.
- 19.7 **No waiver:** If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 19.8 **Law and jurisdiction:** These Terms will be governed by and construed in accordance with English law, and any disputes relating to these Terms or your use of the Services will be subject to the exclusive jurisdiction of the courts of England and Wales. Without prejudice to the foregoing, we retain the right to bring proceedings against you for breach of these Terms and/or relating to your use of the Services in your country of residence or any other relevant country.



## Schedule 1

### Data Protection

- 1 We and you acknowledge and agree that a number of categories of personal data will be processed pursuant to the Terms and your use of the TCS Installer Portal and our Services. Accordingly, there will be circumstances where both you and we shall have different roles and obligations in respect of the processing of personal data, as set out in this Schedule.

#### A. Account Data / Support and maintenance services

- 2 General: Where we are processing any personal data supplied to us by or on behalf of you for the purposes of these Terms, the provisions of paragraphs A2 - 3 and A5 - 6 (inclusive) shall apply to that personal data. Accordingly, we, or our sub-processors on our behalf (in accordance with paragraph A6 of this Schedule):
- 2.1 shall host your personal data for you, as part of your use and access of our TCS Installer Portal, the Cloud Services and the 4G Services (as applicable); and
- 2.2 may provide you with support and maintenance services relating to your use and access of the TCS Installer Portal.
- 3 Processing of Personal Data – Your Obligations: Where you expect that we will process personal data, you shall:
- 3.1 ensure that the personal data is complete, accurate, up-to-date and not misleading, and remains so during the period of the processing;
- 3.2 ensure that all necessary consents under the Data Protection Legislation have been obtained for the supply of the personal data and its processing by us, and if requested by us, you shall promptly provide written confirmation of the same; and
- 3.3 not do anything in connection with the personal data that would or might cause us to be in breach of any Data Protection Legislation or other law and/or to incur liability to any data subject.
- 4 To the extent that we process personal data comprised in Account Data on your behalf the data processing activities carried out by us are as follows:

#### Categories of data

Please specify the personal data that will be processed by us

- i. Personal or corporate contact information (name, address, telephone number and email address)
- ii. TCS Installer Portal access information (name, username and contact information of: Portal Account holder, Installer Administrators, Employee Account holders and/or any other Users)
- iii. Portal Account usage information including quantity of Customer CIEs connected, quantity of Employee Accounts (any processing of this data by us for our own purposes will only occur after a process of anonymization)
- iv. Credit card details
- v. Email address and password of your Customer

**Categories of Data Subjects**

Please specify the categories of data subjects whose personal data will be processed by us

- i. Owners (where sole trader), contractors and employees of professional alarm installation companies
- ii. Your Customers

**Processing Operations**

Please specify all processing activities to be conducted by us

- i. Hosting
- ii. Communicating with you
- iii. Transferring to third party sub-processors
- iv. Processing payment of charges

**Purposes**

Please specify all purposes for which the personal data will be processed by us

- i. To set up and administer your Portal Account
- ii. To provide you with a platform to carry out maintenance services on Customer CIEs, via your Customer's local area network or via 4G where you procure 4G Services
- iii. To provide the Services to you in relation to the TCS Installer Portal

**Duration**

Please specify the length of time for which data processing activities will be carried out

- i. For as long as you retain a Portal Account; and
- ii. for a period of 2 years after your Portal Account is closed (with the exception of credit card details which we do not store)

- 5 To the extent that we process personal data on your behalf in connection with these Terms, we shall:
  - 5.1 solely process the personal data for the purposes of fulfilling our obligations in these Terms and in compliance with your written instructions as set out in these Terms;
  - 5.2 ensure that any persons used by us to process personal data are required to treat the personal data confidentially;
  - 5.3 take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data taking into account the nature of the processing and harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the personal data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the UK GDPR;
  - 5.4 taking into account the nature of the data processing activities undertaken by us and the information available to us:
    - 5.4.1 provide all reasonable possible assistance and co-operation to enable you to fulfil your obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation;
    - 5.4.2 notify you as soon as reasonably practicable if we or any sub-contractor engaged by or on behalf of us suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure

- of, or access to, personal data that is processed in connection with these Terms;
- 5.4.3 following a notification under paragraph A5.4.2, provide reasonable co-operation, information and assistance to you as may be necessary to enable you to notify relevant supervisory authorities and data subjects of the data security breach to the extent such notification is required under the Data Protection Legislation;
- 5.5 assist you with carrying out data protection impact assessments and consulting with relevant supervisory authorities where such assessments and/or consultation are required pursuant to the Data Protection Legislation, provided that the scope of such assistance shall be agreed by you and us in advance and you shall pay our reasonable costs incurred in providing such assistance;
- 5.6 upon termination of these Terms, at your choice, delete or return all personal data to you and delete existing copies, except that we shall be permitted to retain back-up copies of data in accordance with our normal back-up procedures;
- 5.7 make available to you on reasonable request all information necessary to demonstrate compliance with the obligations laid down in paragraphs A2 – 3 and A5 – 6 of this Schedule 1 (Data Protection) (inclusive) and shall allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you. You acknowledge that Texecom’s obligations under this paragraph A5.7 shall be fulfilled by Texecom providing, once in every twelve-month period on reasonable request, a copy of an audit report from an independent third-party auditor demonstrating Texecom’s compliance with its obligations under paragraphs A2 – 3 and A5 – 6 of this Schedule 1 (Data Protection) (inclusive).
- 6 Permitted Subcontractors and Transfers of Data: In performing our obligations under these Terms, we may appoint one or more third parties as sub-processors. As processor, we remain responsible to you for the actions of our sub-processors and shall remain bound by our obligations under paragraphs A4 and A5 above. A list of sub-processors we use is contained in our Texecom Cloud Services Privacy Policy which we will update from time to time to notify you of any significant changes in the way we process personal data relating to these Terms. You acknowledge that such sub-processors may be located outside the UK or European Economic Area, in which case you authorise us to transfer personal data to or access personal data from such locations provided that we put in place and maintain a Valid Transfer Mechanism in relation to such transfers.

## B. Customer Data

- 1 You will be providing Customer Services to your Customer under the terms of your Customer Contract. Where you are processing any personal data comprised in the Customer Data on behalf of your Corporate Customers, your Corporate Customers will be acting as controllers and we will be acting as your sub-processor. Where you are processing any personal data comprised in the Customer Data on behalf of your Household Customers, you will be acting as controller and we will be acting as your processor. To the extent that we process personal data comprised in the Customer Data on behalf of you or your Customers, the data processing activities carried out by us are as follows:

### Categories of data

Please specify the personal data that will be processed by us

- i. Videos and pictures related to alarm events
- ii. Customer contact details (this data will be encrypted and not accessible by us)

- iii. Personalised configuration of alarm system, for example, timed alarm setting

**Categories of Data Subjects**

Please specify the categories of data subjects whose personal data will be processed by us

- i. Owners (where sole trader), contractors and employees of professional alarm installation businesses
- ii. Customers of professional alarm installation businesses

**Processing Operations**

Please specify all processing activities to be conducted by us

- i. Hosting
- ii. Transferring to third party sub-processors
- iii. Communicating with you

**Purposes**

Please specify all purposes for which the personal data will be processed by us

- i. To provide you with a platform to provide maintenance services to Customer CIEs, via your Customer's local area network or via 4G where you procure 4G Services
- ii. To provide technical support to assist you in carrying out maintenance services on Customer CIEs
- iii. To provide you with information about our latest products and services

**Duration**

Please specify the length of time for which data processing activities will be carried out

- i. For as long as you retain a Portal Account; and
- ii. for a period of 90 days after your Portal Account is closed.

- 2 For the purposes of paragraph B1, where we are acting as a sub-processor on behalf of your Corporate Customers, we shall:
  - 2.1 solely process the personal data for the purposes of fulfilling our obligations in these Terms and in compliance with your Corporate Customer's documented instructions. For this purpose, the parties agree that the Corporate Customer's documented instructions shall be any instructions given to you in relation to the Customer Services;
  - 2.2 ensure that any persons used by us to process the Customer Data are required to treat the Customer Data confidentially;
  - 2.3 take appropriate technical and organisational measures against unauthorised or unlawful processing of Customer Data and against accidental loss or destruction of, or damage to, Customer Data taking into account the nature of the processing and harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Customer Data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the UK GDPR;
  - 2.4 taking into account the nature of the data processing activities undertaken by us and the information available to us:

- 2.4.1 provide all reasonable possible assistance and co-operation to enable your Corporate Customer to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation;
- 2.4.2 notify your Corporate Customer (via you) as soon as reasonably practicable if we or any sub-contractor engaged by or on behalf of us suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data that is processed in connection with these Terms;
- 2.4.3 following a notification under paragraph B2.4.2, provide reasonable co-operation, information and assistance to your Corporate Customer (via you) as may be necessary to enable your Customer to notify relevant supervisory authorities and data subjects of the data security breach to the extent such notification is required under the Data Protection Legislation;
- 2.5 assist your Corporate Customer (via you) with carrying out data protection impact assessments and consulting with relevant supervisory authorities where such assessments and/or consultation are required pursuant to the Data Protection Legislation, provided that the scope of such assistance shall be agreed with us in advance and you shall pay our reasonable costs incurred in providing such assistance;
- 2.6 upon termination of these Terms, at your Customer's choice, delete or return all personal data to your Corporate Customer and delete existing copies, except that we shall be permitted to retain back-up copies of data in accordance with our normal back-up procedures;
- 2.7 make available to you on reasonable request all information necessary to demonstrate compliance with the obligations laid down in paragraphs B2 and B3 of this Schedule 1 (Data Protection) (inclusive) and shall allow for and contribute to audits, including inspections, conducted by your Corporate Customer or on your Customer's behalf or another auditor mandated by the same. You acknowledge that Texecom's obligations under this paragraph B2.7 shall be fulfilled by Texecom providing, once in every twelve-month period on reasonable request, a copy of an audit report from an independent third party auditor demonstrating Texecom's compliance with its obligations under paragraphs B2 and B3 of this Schedule 1 (Data Protection) (inclusive).
- 3 Permitted Subcontractors and Transfers of Data: In performing our obligations under these Terms, we may appoint one or more third parties as sub-processors. A list of sub-processors we use is contained in our Texecom Cloud Services Privacy Policy which we will update from time to time to notify you of any significant changes in the way we process personal data relating to these Terms. You acknowledge (and you procure that your Corporate Customer shall acknowledge) that such sub-processors may be located outside the UK or European Economic Area, in which case you (and you procure that your Corporate Customer shall), authorise us to transfer personal data to or access personal data from such locations provided that we put in place and maintain a Valid Transfer Mechanism in relation to such transfers.
- 4 For the purposes of paragraph B1, where we are acting as a processor on your behalf in respect of personal data relating to your Household Customers, the provisions at paragraphs A2 - 3 and A5 - 6 shall apply.

### **C. Other data**

- 5 We may from time to time use data processed by the Services and/or the TCS Installer Portal to produce statistical analyses, market data and predictive models and to develop and improve our Services. Nothing in these Terms shall prevent us from retaining anonymised and aggregated data for these purposes and no personal data will be used for these purposes.

### **D. Acting as a Controller – Our Obligations**

- 6 You acknowledge that there may be circumstances where both you and we act as controllers pursuant to these Terms. In these circumstances, we will comply with our obligations under Data Protection Legislation and you shall ensure compliance with your obligations under Data Protection Legislation at all times.

## Schedule 2

### Additional Terms for 4G Services

#### 1 4G Services

- 1.1 Active SmartCom 4G Devices may be connected to our network via either or both of the following methods, to enable you to manage Customer CIEs via the TCS Installer Portal:
- 1.1.1 via your Customer's local area network (for which the Customer is responsible); and/or
  - 1.1.2 where you elect to procure 4G Services for a SmartCom 4G Device via the Add Process, via connection to a mobile network (including, without limitation and as applicable, 2G, 3G or 4G) which we will provide in accordance with these Additional Terms.
- 1.2 Provision of the 4G Service is subject to your payment of Fees and we may disconnect SmartCom 4G Devices where you fail to pay such Fees in accordance with the Terms.

#### 2 Additional obligations to Customers

In addition to your other obligations to Customers in the Terms:

- 2.1 you are responsible for notifying your Customer about the connection and disconnection (as applicable) of the 4G Services;
- 2.2 you shall ensure that your Customer Contract sets out a description of the connectivity for SmartCom 4G Devices via the 4G Services, including (without limitation):
- 2.2.1 the ability to use the 4G Services depends on the availability of suitable mobile network operators and the operation of the 4G networks they provide, which are outside of our reasonable control;
  - 2.2.2 the provision of the 4G Services is subject to the geographic extent of network coverage, traffic volumes and factors including local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference that may from time to time adversely affect the provision of the 4G Services; and
  - 2.2.3 an obligation on the Customer to notify you without undue delay if a Premier Elite alarm control panel is lost, stolen and/or is otherwise misappropriated.

#### 3 Additional prohibited uses

- 3.1 Without prejudice to the generality of sections 12.1 and 12.2 of the Terms, with respect to the 4G Services you shall:
- 3.1.1 inform us immediately if you become aware or you are notified by a Customer that a Texecom alarm control panel with a 4G connection has been lost, stolen and/or is otherwise misappropriated, to enable us to disable the associated SmartCom 4G Device's connection to a mobile network; and
  - 3.1.2 ensure you use the 4G Services in accordance with any fair usage terms and/or guidelines we make available to you (**Fair Usage Policy**). Please note that the terms of the Fair Usage Policy may vary depending on the 4G Services you procure from us. We may update the Fair Usage Policy from time to time, and it is your responsibility to ensure you regularly review the Fair Usage Policy for any updates.

## Schedule 3

### Additional Terms

#### For Texecom Monitor Services

## 1 Definitions

In addition to the words and phrases defined in section 1 of the Terms, capitalised words and phrases in these Additional Terms shall have the following meanings:

<b>ARC</b>	means companies that provide alarm monitoring services to professional alarm installation companies and their customers
<b>ARC Contract</b>	has the meaning given to it in section 4.5 of this Schedule 3
<b>Alarm Receiving Centre</b>	means the ARC's alarm and equipment monitoring centre (or centres, as the case may be)
<b>Connection</b>	means the communication link between the Customer Site and the Alarm Receiving Centre to transmit alarm signals
<b>Connection Form</b>	the form completed by or on behalf of an Installer in relation to a Customer and Customer Site
<b>Key Holder</b>	a person or third party chosen by the Customer to be contacted by the ARC in relation to the Customer Site
<b>Nominated ARC</b>	means the ARC selected by you to provide alarm monitoring services to yourself and your Customers.

## 2 Scope of these Additional Terms

- 2.1 With effect from the date you place your order for the Texecom Monitor Services via the Add Process, these Additional Terms, together with the other Terms, shall govern the provision of the Texecom Monitor Services to you.
- 2.2 By placing an order for the Texecom Monitor Services, you acknowledge and agree that you have a valid and existing Portal Account to access and use the Cloud Services via the TCS Installer Portal.
- 2.3 The Texecom Monitor Services work with Premier Elite alarm control panels version 6.00 and above and SmartCom Devices and SmartCom 4G Devices version 4.00 and above.



- 2.4 If you do not meet the conditions set out in sections 2.2 and 2.3, we may not be able to provide you with the Texecom Monitor Services and in this case, we will be under no obligation to do so until you meet the above conditions.

### **3 Texecom Monitor Services**

- 3.1 The Texecom Monitor Services are comprised of:
- 3.1.1 the provision of alarm signalling services which enable you to signal alarms directly to your Nominated ARC and maintain alarm equipment at Customer Sites, and you may connect to such services via the TCS Installer Portal, as further described in the User Guide; and
  - 3.1.2 the provision of Connection Forms to your Nominated ARC from time to time, as further described in section 4.4.
- 3.2 You may add Texecom Monitor Services to Customer Sites from time to time via the Add Process. It is your responsibility to test the operation of the Texecom Monitor Services with your Nominated ARC to ensure the Connection to your Customer Site has been implemented to enable us to transmit alarm signals to your Nominated ARC.
- 3.3 As part of the Add Process, you may choose to procure 4G Services with Texecom Monitor Services for a Customer Site. Separate Additional Terms and Fees apply to the 4G Services.
- 3.4 If you already have 4G Services for a particular Customer Site, you may add the Texecom Monitor Services via the Add Process and we will notify you of the difference in Fees, following which you will be required to pay the difference in such Fees, in accordance with section 6 of these Additional Terms.
- 3.5 Subject to section 3.2, we will use reasonable endeavours to ensure the Texecom Monitor Services operate and conform with the transmission grading (as defined in EN 50136-1 and PD6669-2) you select for the Customer Site pursuant to the Add Process. You may choose to upgrade or downgrade the selected grade for each Customer Site from time to time. In this case:
- 3.5.1 if you upgrade your grade for the Texecom Monitor Services, we will notify you of the difference in Fees at the time and you will be required to pay the difference in such Fees, in accordance with section 6 of these Additional Terms; or
  - 3.5.2 if you downgrade the grade for the Texecom Monitor Services, you will not be entitled to any refund of Fees relating to the period you have already paid for.
- 3.6 If you change your grade pursuant to section 3.5, you acknowledge and agree that we may notify your Nominated ARC because this may impact the services the Nominated ARC provides to you pursuant to your ARC Contract.
- 3.7 We will provide you with support relating to any queries you may have with the Texecom Monitor Services. We will use reasonable endeavours to respond to you within the timescales set out in our service level agreement (which we will make available to you from time to time or on written request), but we do not offer guaranteed response or resolution timescales. You acknowledge that we may pass your support query to your Nominated ARC if there is an issue occurring within their technical environment and/or with their alarm monitoring services.

### **4 ARC and the Texecom Monitor Services**

- 4.1 As part of the Texecom Monitor Services, we will implement and maintain the Connection to enable your Nominated ARC to receive alarm signals transmitted pursuant to the Connection.

- 4.2 It will be your responsibility to contract with your Nominated ARC for the provision of alarm monitoring services, including the monitoring of alarm signals transmitted by us pursuant to the Connection and received by the ARC at the Alarm Receiving Centre.
- 4.3 Texecom may introduce you to ARCs from time to time, save that:
- 4.3.1 such introduction will not form part of the Texecom Monitor Services; and
- 4.3.2 we accept no liability and/or responsibility in relation to such introduction and/or whether or not you contract with the ARC. We do not warrant and/or represent that any ARC will be fit for your purpose and you acknowledge and agree that any decision you make to contract with an ARC is made at your own risk and in your sole discretion.
- 4.4 You may select a Nominated ARC on our TCS Installer Portal and complete Connection Forms from time to time in relation to such ARC. Upon completion of the Connection Form, we will provide the Connection Form to your Nominated ARC.
- 4.5 Following receipt of the Connection Form, your Nominated ARC will liaise with you directly (as required) with respect to the Connection Form, including (as the case may be) entering into a contract with you for provision of the alarm monitoring services (**ARC Contract**). It is within the ARC's discretion as to whether or not they contract with you and/or provide services in respect of that Customer Site and we accept no responsibility and/or liability with respect to any decision undertaken by the ARC in this regard.
- 4.6 You will ensure you update your Nominated ARC without undue delay with respect to any changes and/or updates to the information in the Connection Form. You acknowledge and agree that this shall be dealt with between yourself and your Nominated ARC and the Key Holder (as applicable).
- 4.7 For the avoidance of doubt:
- 4.7.1 Texecom will only be responsible to you for transmitting the alarm signals via the Connection. Your Nominated ARC will interpret alarm signals received from your Customer Site(s) via the Connection, and we do not interpret such alarm signals; and
- 4.7.2 in no circumstances whatsoever will Texecom be liable and/or responsible for notifying you or a Key Holder (as the case may be) with respect to the monitoring of alarm signals or any alarm events, determining how such signals are interpreted and/or liaising with you or a Key Holder in respect of the same.
- 4.8 You may request that we transfer Connections from your Nominated ARC to another ARC from time to time. We may not be able to fulfil your request and will be entitled to decline your request (acting reasonably), including in the following circumstances:
- 4.8.1 if you are still within the contracted fixed term of your ARC Contract;
- 4.8.2 if you owe outstanding fees to your Nominated ARC pursuant to your ARC Contract; and/or
- 4.8.3 if you have an ongoing dispute with your Nominated ARC arising out of or in connection with your ARC Contract.
- 4.9 We will not be liable for any action (or inaction, as the case may be) taken by Texecom pursuant to section 4.8 and you acknowledge and agree that you will have no recourse to us with respect to such action or inaction.
- 4.10 For the avoidance of doubt, you acknowledge and agree that we shall not be liable for any claims (including without limitation any third-party claims) arising out of the ARC

Contract and the ARC shall be responsible for dealing with such claims. Accordingly, we will not be liable to you for any losses arising from such claims under the ARC Contract.

## 5 Your obligations

5.1 Without prejudice to your other obligations specified herein:

- 5.1.1 if you consider there are any issues with the Texecom Monitor Services, including (without limitation) if any Customer Sites are failing to transmit alarm signals, you will check the status of such services via your TCS Installer Portal in the first instance and in the event a failure is identified, you will reasonably investigate the cause of such failure (including any local issues) prior to contacting Texecom;
- 5.1.2 you will ensure you have a valid and subsisting ARC Contract with your Nominated ARC and notify us without undue delay if such contract is terminated and/or the services provided pursuant to such ARC Contract are suspended for any reason; and
- 5.1.3 you will maintain the alarm equipment at the Customer Sites to ensure that the alarm equipment is able to transmit alarm signals for the purpose of the Texecom Monitor Services.

## 6 Fees

- 6.1 Fees for the Texecom Monitor Services will be payable in advance in accordance with the Payment Period you select via the Add Process for such Services. The payment terms specified in the Terms shall apply.
- 6.2 Without prejudice to our other rights and remedies set out in the Terms, failure by you to pay the Fees by the due date may result in us suspending your right to use the TCS Installer Portal and/or suspending the Texecom Monitor Services. We will notify your Installer Administrator and/or Users prior to such suspension taking effect.

## 7 Termination

- 7.1 In addition to the termination rights of the parties set out in the Terms, without affecting any other rights or remedies available to us, we may terminate the Additional Terms with immediate effect at any time by giving written notice to you if:
  - 7.1.1 your ARC Contract is terminated and/or suspended and you are unable to procure a replacement ARC to enable us to continue providing you with the Texecom Monitor Services; and/or
  - 7.1.2 our contract with your Nominated ARC is suspended or terminates for any reason.
- 7.2 You acknowledge and agree that we may inform your Nominated ARC if either you or we serve notice to terminate these Additional Terms.

## 8 Data Protection

- 8.1 For the avoidance of doubt, Schedule 1 (Data Protection) of the Terms shall apply and the parties shall comply with their respective obligations set out therein.
- 8.2 Without prejudice to the foregoing, the following further processing activities shall apply in addition to those specified in Schedule 1 (Data Protection), as follows:

<b>Categories of data</b>	Customer Site name (to the extent it constitutes
Please specify the personal data that will be processed by us	personal data)

Customer Site address (to the extent it constitutes personal data)  
Customer Site owner / responsible party name  
Customer Site owner / responsible party email and telephone  
Key Holder (s) name, email and telephone numbers  
Misc site specific actions, requirements or notes for the Nominated ARC.

**Categories of Data Subjects**

Please specify the categories of data subjects whose personal data will be processed by us

- iii. Owners (where sole trader), contractors and employees of professional alarm installation companies
- iv. your Customers, including Key Holders

**Processing Operations**

Please specify all processing activities to be conducted by us

- (i) hosting; (ii) communicating with you; (iii) transmission of data; (iv) storage; and (v) disclosure of data

**Purposes**

Please specify all purposes for which the personal data will be processed by us

To provide the Texecom Monitor Services, including: (i) transmitting alarm signals to your Nominated ARC for the purpose of providing you with the Texecom Monitor Services; (ii) hosting the Connection Form on your behalf; and (iii) submitting the Connection Form to your Nominated ARC

**Duration**

Please specify the length of time for which data processing activities will be carried out

- iii. For the duration of the Texecom Monitor Services; and
- iv. for a period of 2 years after the end of the provision of the Texecom Monitor Services

8.3 Following your submission of the Connection Form, the Nominated ARC shall be a controller of such personal data comprised in the Connection Form and we will therefore be processing such personal data on behalf of the ARC in the transmission of the Connection Form to the Nominated ARC. Any obligations in this regard shall be governed by the terms of our contract with the Nominated ARC.

**9 Updates**

9.1 We may update the Texecom Monitor Services and these Additional Terms at any time without prior notice to you, save that where we consider (in our reasonable discretion) that any change is likely to have a material impact on you and/or your ARC Contract:

9.1.1 we will provide you with reasonable notice of such change; and

9.1.2 if you are unhappy with such change, you will have the right to terminate the Texecom Monitor Services by sending written notice to us, provided that your notice is received by us prior to the end of our reasonable notice period given with respect to such change.

9.2 If we update these Additional Terms, we will inform your Installer Administrators at login and require the Installer Administrator to accept the revised Additional Terms before accessing the TCS Installer Portal and continuing to use the Texecom Monitor Services. We will also notify you of material changes via email to your Installer Administrators.

**10 Liability**

- 10.1 The liability cap set out in section 18.5.1 of the Terms will apply to each Customer Site which receives the Texecom Monitor Services.