

## TEXECOM CONNECT APP v2.0 TERMS & CONDITIONS

### SUMMARY OF TERMS

The Texecom Connect App (the **App**) allows you to exercise basic control of your alarm system including, but not limited to, arming, part arming, disarming and resetting your alarm system (**Services**). These terms and conditions relate to the App and govern your use of the App with Texecom Limited, a company incorporated in England and Wales with registration number 02084170 (**Us, Our, We, or Texecom**).

By clicking **I agree** prior to downloading or otherwise accessing the App you agree to be bound by these terms and conditions. You may be charged by your service provider for internet access on your device.

**If you have (or your Master User has) a contract with an alarm installation company (Installer), further terms may apply to your use of the App. As part of the alarm installation and maintenance services provided by your Installer, your Installer may have the ability to manage your access to the App, as further explained in section 2 of these terms and conditions below.**

### APP TERMS AND CONDITIONS

#### **1 Availability, registration and general information**

- 1.1 The App is compatible with Premier Elite control panels V4.00 and above (**Panels**). We recommend that the Panels are run on the latest version of the firmware released by Us from time to time.
- 1.2 Using your device, you may access the App in the following ways:
  - 1.2.1 you may log-in to the App with your existing Texecom Account credentials;
  - 1.2.2 where your Installer has provided us with your email address, We will email you to verify your email address and prompt you to create a password (**Credentials**). When you download the App, you will then be prompted to enter your Credentials and the user code for your Panel (which your Installer will provide to you) in order to create a Texecom Account;
  - 1.2.3 where We request you to upgrade from an earlier version of the App in accordance with section 1.3; or
  - 1.2.4 where you have been added as an Additional User in accordance with section 7.1.
- 1.3 The App replaces Our previous end user apps. You will be invited via your existing app to upgrade to the App. and if you follow the user migration process this will automatically transfer some of your existing user settings into the App.
- 1.4 By registering a Texecom Account and/or by using your Texecom Account to access the App you confirm that you are the owner and/or operator of a Texecom alarm system.
- 1.5 We reserve the right to restrict your registration and/or your access to the App at any time. We will normally give you reasons for doing this unless it is not practical to do so or We reasonably believe this will cause Us to break a law, regulation, code or other duty which applies to us.
- 1.6 You will not be permitted to access the App unless you have accepted these terms and conditions to use the App.

## **2 Your Installer**

- 2.1 Where your Installer has made arrangements with Texecom, the App may be co-branded with the name and/or logo of your Installer. Notwithstanding any co-branding, the App is owned by and provided by Texecom and these terms and conditions apply as between Us and you.
- 2.2 Where you engage (or your **Master User** engages) an Installer to provide you with alarm installation and maintenance services, your Installer may withdraw, suspend or restrict your access to the App (**Restriction**).
- 2.3 Where your Installer imposes a Restriction on your access to the App, we will use reasonable endeavours to notify you of such Restriction via the App or via the email address you provided to Us when registering your Texecom Account. We will not be liable to you for any Restriction imposed by your Installer. In the event of any Restriction or other interruption or functionality errors which affect the operation of your alarm system (including the App) you should contact your Installer.
- 2.4 If you engage or propose to engage a new Installer, you may request your existing Installer (in their discretion) to transfer your Panel to your new Installer. Please contact your Installer for further information.

## **3 Push notifications**

- 3.1 In order for the App to be able to notify you of an event relating to your alarm system, the App presents you with push notifications. To be presented with push notifications, you will need to enable the push notifications function when installing the App. You can turn off the push notifications functionality at any time via the settings on your device. Push notifications may also be used for marketing communications relating to Texecom products and services and to inform you of any service changes

Our ability to send push notifications is dependent on third parties and We cannot accept liability for certain components of Our push notification service over which We have no control. The following examples of such components are non-exhaustive:

- 3.1.1 the operation and correct programming of the Panel at your site should it fail to communicate to Our server;
- 3.1.2 your local network area, switches, cabling or routing equipment should it fail or be programmed incorrectly;
- 3.1.3 the connection from your site to Our servers should it fail;
- 3.1.4 Our host servers other than providing the ability to receive the communication from your site and forwarding it on to you;
- 3.1.5 the connection from our server to Apple / Google push / email service should it fail; and
- 3.1.6 the connection from Apple / Google servers to your device, should it fail.

## **4 Use of your information when using the service**

- 4.1 In order to provide you with the service (including push notifications) We need to collect and store the information about you.
- 4.2 For more information about how We collect and use your personal information please see Our Texecom Connect Privacy notice which is available at [\[https://cloud.texe.com/public/publicdocs/download?publicdoc\\_ref=privacyapp\]](https://cloud.texe.com/public/publicdocs/download?publicdoc_ref=privacyapp)
- 4.3 Please note that as the App is provided through Google and Apple stores, you should also review the privacy policy of the relevant store to check how Google or Apple (as applicable) collect and use your data.

## 5 IP cameras

- 5.1 The App provides the ability to connect to and display images from IP cameras at your site. The cameras are NOT part of Our Panels or other Texecom equipment. We would ALWAYS recommend the use of password authenticated cameras to ensure that images cannot be accessed by anyone other than you or your authorised users.

Texecom provides the ability to connect to IP cameras and We cannot accept liability for certain components of this service over which We have no control. The following examples of such components are non-exhaustive:

- 5.1.1 the IP camera at your alarm site;
- 5.1.2 your local area network, switches, cabling or routing equipment; and
- 5.1.3 the connection from your alarm site to the device used by you to access the App.

## 6 Use of the App

- 6.1 You must:

- 6.1.1 ensure you comply with any local restrictions on downloading, using and/or otherwise exporting the App;
- 6.1.2 not download the App from anywhere other than a store approved by us;
- 6.1.3 not use the App in any unlawful manner, for any unlawful purpose, or act fraudulently or maliciously for example by hacking into or inserting malicious code into the App or Android or iOS or other operating systems;
- 6.1.4 not attempt to derive income from the use or provision of the App, whether for direct commercial or monetary gain or otherwise;
- 6.1.5 not use the App in a way that could damage, disable, overburden, impair or compromise the App, our systems or security or interfere with other users; and
- 6.1.6 not collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running the App.

- 6.2 All intellectual property rights (including the source code) in the App and the Services throughout the world belong to Us (or Our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Services other than the right to use them in accordance with these terms and conditions.

## 7 Access to the App

- 7.1 If you are a **Master User** of the App, you may add and/or remove access to your Panels for **Additional Users** via your App.
- 7.2 To add an Additional User, you may generate an app code in your App (**App Code**) and provide that App Code to the Additional User. The Additional User will be prompted to enter the App Code on downloading the App and will subsequently verify their email address with Us. Please note that each App Code is time-limited and will expire one hour after it is generated within your App.
- 7.3 If you are a Master User of the App, must always comply with the following conditions:

- 7.3.1 you must treat any Additional User's email addresses and passwords as confidential; and
  - 7.3.2 you shall be responsible for ensuring that you remove an Additional User's access to your Panels if you consider that the Additional User no longer requires access to your Panels.
- 7.4 If you know or suspect that anyone other than you (and, where applicable, the relevant Additional User) has access to your Panels and the Services, you must notify your Installer or another professional alarm installation company immediately.
- 7.5 If you are accessing this App as an Additional User, you will be unable to add and/or remove other Additional Users within the App.
- 7.6 Other than as set out in section 7.1, you may not share or provide access to the App or any of the content accessed via the App without our permission.
- 7.7 We may revoke or restrict your access to the App in the following instances:
  - 7.7.1 under section 1.5;
  - 7.7.2 if you breach any of these terms and conditions;
  - 7.7.3 if you access, attempt or allow other persons to access personal information relating to another person. We may also report you to the relevant authorities if you do so;
  - 7.7.4 if We reasonably believe an unauthorised person is attempting to access the App;
  - 7.7.5 if We reasonably believe providing you the App (or continuing to do so) will cause us to break a law, regulation, code or other duty which applies to us;
  - 7.7.6 if We reasonably believe it is necessary to do so for operational reasons.

## 8 Charges

- 8.1 Except where sections 8.2 or 11.5 apply, We will not charge you for using the App (network charges may apply for using the App and you may be charged by your service provider for downloading the App).
- 8.2 We reserve the right to charge you for use of our App or any of the products or services We provide to you in the future. We will provide you with notice of our intention to charge you prior to any charges taking effect.

## 9 Data Protection

- 9.1 To the extent that we process any personal data on your behalf, the terms set out in this section 9 shall apply, and the data processing activities carried out by us are as follows:

<b>Categories of personal data</b>	Camera surveillance images
<b>Categories of data subjects</b>	People captured on camera surveillance images
<b>Processing operations</b>	(i) Hosting; (ii) Storing; and (iii) Transferring to third party sub-processors
<b>Purposes</b>	For the purpose of enabling you to access camera surveillance images on the App
<b>Duration</b>	For a period of two weeks with respect to each camera surveillance image, which commences on the date you

	capture the relevant camera surveillance image on your device.
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- 9.2 We will take appropriate measures to keep your personal data secure and confidential, including encrypting your personal data. However, to the extent we process personal data on your behalf, we will:
- 9.2.1 solely process the personal data for the purposes of fulfilling our obligations in these terms and conditions and in compliance with your written instructions as set out in these terms and conditions;
  - 9.2.2 ensure that any persons used by us to process personal data are required to treat the personal data confidentially;
  - 9.2.3 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 GDPR;
  - 9.2.4 taking into account the nature of the data processing activities undertaken by us and the information available to us:
    - (a) 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 applicable data protection laws;
    - (b) 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 and conditions;
    - (c) following a notification under section 9.2.4(b), 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 applicable data protection laws;
  - 9.2.5 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 applicable data protection laws, 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;
  - 9.2.6 upon termination of these terms and conditions, 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; and
  - 9.2.7 upon reasonable request with not less than 4 weeks' notice, and provided that you shall not make more than one request in any rolling 12 month period, make available to you all information necessary to demonstrate compliance with the obligations set out in this section 9 and allow for and contribute to audits, including inspections, conducted by you or on your behalf.
- 9.3 In performing our obligations under these terms and conditions, 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 this section 9. A list of sub-processors we use is contained in our privacy policy, which is available at

[[https://cloud.texe.com/public/publicdocs/download?publicdoc\\_ref=privacyapp](https://cloud.texe.com/public/publicdocs/download?publicdoc_ref=privacyapp)], 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 and conditions. You acknowledge that such sub-processors may be located outside the 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 an adequate transfer mechanism in relation to such transfers.

## **10 Liability**

- 10.1 This clause details our responsibility for loss or damage suffered by you in relation to the App only. We recommend that you consider this clause alongside the terms and conditions provided by your alarm provider and/or Installer (as applicable) for use of your alarm system.
- 10.2 We do not warrant that the App will be available on an uninterrupted and error-free basis
- 10.3 Texecom shall be responsible for any loss or damage that you suffer that is a foreseeable result of Our failure to comply with these terms and conditions or Our failure to use reasonable care and skill but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it would happen or if, at the time the contract was made, both We and you knew it might happen. We do not exclude or limit liability where it would be unlawful for Us to do so. This includes liability for death or personal injury caused by Our negligence, for fraud or fraudulent misrepresentation and/or for breach of your legal rights in relation to the App.
- 10.4 If defective digital content which We have supplied damages a device or digital content belonging to you and this is caused by Our failure to use reasonable care and skill We will either repair the damage or pay you compensation. However, We will not be liable for loss or damage caused by your failure to apply any update which is provided free of charge, your failure to correctly follow any instructions given in relation to the installation of any such update, and/or your failure to have in place the minimum system requirements advised by us.
- 10.5 For the avoidance of doubt, We will not be liable to you for any losses you suffer or costs you incur because:
  - 10.5.1 you did not receive any notifications or did not receive any notifications in a timely manner;
  - 10.5.2 there is a reduced level of functionality or a failure to provide any service caused by any third party service providers including software providers and mobile operators; or
  - 10.5.3 you allow an unauthorised person to access the App.
- 10.6 In addition to section 10.5, if you are using the App for any commercial or business purpose, then:
  - 10.6.1 We will also not be liable to you for any losses you suffer or costs you incur because:
    - (a) you are unable to access or use the App for any reason or there is a delay in its use;
    - (b) any device, hardware or software you use in connection with the App is damaged or corrupted or fails to work;

- (c) the App does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these; and
- 10.6.2 We will not be liable for any amounts representing lost revenues or profits, or for any indirect, special, incidental, or consequential damages, even if they were foreseeable or We have been informed of their potential; and
- 10.6.3 Our total liability under these terms and conditions shall be limited to the sum of £5.00.

## **11 Changes, App updates and third parties**

- 11.1 If We need to change these terms and conditions We will notify you of the change when you next start the App. The new terms and conditions may be displayed on-screen and you may be required to read and accept them in order to continue your use of the App.
- 11.2 From time to time updates to the App may be issued via the Apple App Store, Google Play or other application stores the App is available from. Depending on the update, you may not be able to use the App until you have downloaded the latest version of the App and accepted any new terms.
- 11.3 The App only works on compatible devices running Android V2.2 and above and iOS 7 and above. We may, without incurring liability to you, change the version of the operating system the App works with at any time. Some features may not be available on all platforms or operating systems (visit Our website at [www.texex.com](http://www.texex.com) for more information).
- 11.4 From time to time We may automatically update the App for business reasons, including improving performance, enhancing functionality, reflecting changes to systems or addressing security issues. Alternatively, We may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates, you may not be able to continue using the App.
- 11.5 We may offer you additional products and services via the App in the future. Additional products and services may be subject to separate terms and conditions and/or fees, in which case We will notify you separately, where applicable.
- 11.6 Sometimes We may allow or engage third parties to provide you with access to their services and/or apps through the App. We are not responsible for providing these to you and you may be required to accept applicable terms and conditions provided by the third party. You will also be required to pay any applicable charges for such apps and/or services to the third party. If any third party services and/or apps are withdrawn, We may find alternatives where reasonably possible. We do not endorse such third party services and/or apps and We accept no responsibility or liability in respect of them. You should refer to the relevant terms & conditions in respect of any such third party services and/or apps.

## **12 Governing law and jurisdiction**

- 12.1 These terms and conditions and any dispute or claim (including without limitation non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.
- 12.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including without limitation non-contractual disputes or claims) arising out of or in connection with these terms and conditions or its subject matter or formation. Without prejudice to the foregoing, We retain the right to bring proceedings against you for breach of these terms and conditions and/or relating to your use of the App in your country of residence or any other relevant country.

