

## 1. DEFINITIONS

The following words with **bold letters** have the following definitions in these Terms:

**Action Plan:** The Action Plan agreed between you and us from time to time which contains a list of Registered Contacts nominated by you and instructions to us to be followed in the event of an alert;

**Agreement:** The agreement between you and us for the setup and connection of the System and the provision of the Services which comprises of the Front Page and these Terms;

**Alarm Signal:** Refers to a Security Alert sent to us following an Incident;

**Arlo Application:** The Arlo Application is as described in Schedule 7 below;

**Arlo Cameras/Video Doorbell:** An internet protocol camera to be used in accordance with Schedules 7 and 8 of this Agreement and the Arlo User Guide;

**Arlo User Guide:** The Arlo user guide which summarises the main features and functions of the Arlo Cameras which is available at <https://www.arlo.com/uk/support>;

**Cloud Storage Terms:** The terms and conditions published by Amazon Web Services, Inc. at <https://aws.amazon.com/agreement/> (as updated from time to time) applicable to the Cloud storage;

**Comfort Mode/Convenience Use:** Refers to the use of the System by you or anyone authorised by you at any time other than when the System has a Security Alert and is under the control of Verisure;

**Customer Services:** Refers to both our Alarm Receiving Centre ("ARC") and customer support team who together provide the Services;

**Data Protection Laws:** Means all applicable data protection laws, regulations and regulatory requirements in connection with the processing of personal data, including but not limited to the UK General Data Protection Regulation ("UK GDPR"), UK Data Protection Act 2018, and all other applicable domestic laws;

**Emergency Call-Out:** When a security patrol is sent to your premises. Schedule 2 specifies the circumstances when this service will take effect;

**Equipment:** The alarm equipment, the deterrent signage and components comprised in the system specified in the Agreement which are provided free of charge for the purpose of enabling you to have the benefits of the System;

**Front Page:** the contractual document on the front of these Terms setting out customer information and the details of the Services and System to be provided under this Agreement;

**Image Data:** Data captured by Verisure/ Arlo Cameras/Video Doorbell and photo detectors comprising images (whether in still or video format) and/or audio which may include individuals and be in live or recorded format;

**Incident:** Refers to an incident which triggers an Alarm Signal or Security Alert such as (depending on your service package), detection of smoke, movement, an SOS signal activated from a device in the protected premises or any one or combination of the same depending on the context;

**Police:** Means police authorities including but not limited to the Metropolitan Police;

**Privacy Notice:** The Verisure privacy notice which you view on our website at <https://www.verisure.co.uk/privacy-notice>;

**Registered Contact(s):** One of the persons designated by you in the Action Plan, where necessary, to receive notifications of alerts and to give us instructions or otherwise communicate with us on your behalf in relation to the System in cases, for example, when you are not available;

**RPI% Change Rate:** means the percentage change in the UK Retail Price Index (published by the Office of National Statistics);

**Security Alert:** a security, fire or other alert generated by the System;

**Setup and Connection Fee:** The setup and connection fee mentioned in sections 7 and 8;

**Services:** The support, maintenance, monitoring and other subscription services that we will provide to you as set out in the Agreement, including but not limited to the Verisure Mobile Application, as modified from time to time including as appropriate the services, we provide in Comfort Mode and/or when we respond to a Security Alert;

**Service Fee:** The monthly fee for the Services mentioned in section 7.3;

**System:** The alarm monitoring system which enables the provision of the Services and consists of the Equipment and supporting IT infrastructure;

**Terms:** These terms and conditions (including the attached Schedules);

**User Toolkit:** The "Customer Area" of the Verisure website and "My Verisure App" referred to on our website: <https://www.verisure.co.uk>;

**User Content:** Refers to recordings made by the equipment such as sound, images or video recordings;

**User Guide:** The User Guide which summarises the main features and functions of the system and operating instructions, a copy of which has been provided to you prior to the signature of this Agreement;

**Verisure Camera(s):** the Verisure Cloud Cam Pro;

**Verisure Mobile Application:** The Verisure application known as "My Verisure App";

**We/our/us/Verisure:** Verisure Services (UK) Limited, (company number 08840095), Q12, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE12 8BU.

## 2. OUR CONTRACT WITH YOU

2.1 The Agreement contains the terms and conditions on which we agree to supply the Services to you. Please check that the details set out on the Front Page of these Terms and the Terms are complete and accurate before you sign the Front Page, as this forms part of the Agreement with these Terms incorporated. This Agreement will become binding as a contract between both parties when it has been signed by or on behalf of you.

## 3. USE AND OWNERSHIP OF OUR EQUIPMENT

3.1 We will own the Equipment at all times during the term of the Agreement.

3.2 You are responsible for making sure that our Equipment is used properly at all times in accordance with the User Guide.

3.3 You agree that you will:

- (a) keep our Equipment in your business and under your control (for example, you may not sell it, lend it or hire it out to anyone else, put it up as security for a loan or mortgage, or allow it to be seized under any legal process against you). This does not prevent you from renting the property however the contractual liability under this Agreement remains with you;
- (b) not tamper with, disassemble, misuse, neglect or damage our Equipment;
- (c) not remove, tamper with or cross out any labels on our Equipment; and
- (d) take proper care at all times to prevent the loss or theft of our Equipment.

3.4 You agree to contact our Customer Services immediately about any loss or damage to any part of our Equipment and that you are responsible for any loss or damage to our Equipment, however caused, and that we will charge you for any loss or damage to our Equipment.

## 4. SETUP AND CONNECTION OF SYSTEM AND ONGOING SERVICES

4.1 We, or a certified partner, will setup and connect the System specified on the Front Page of this Agreement on your premises at a pre-agreed time. We always try to involve you in the setting-up of the System to achieve the best possible System functionality. Unless the Equipment is specifically designed for use outdoors, all Equipment must be mounted indoors and in areas where the temperature does not fall below +5°C or exceed +40°C. The price for the setup service is specified on the Front Page of this Agreement.

4.2 Following the setup and connection, we will demonstrate to you how the System operates, and we will hand over any key fobs, System codes and User Guide.

4.3 After setup and connection there may be some delay before any telecommunication links between the System and our Alarm Receiving Centre are activated. We will advise you when the System is fully activated.

4.4 We will provide the Services in accordance with the additional terms and conditions which apply to each Service (as applicable) as set out in the following Schedules to this Agreement:

- Schedule 1 – Maintenance and Servicing
- Schedule 2 – Intrusion Pro
- Schedule 3 – Fire Pro
- Schedule 4 – Mobile Connectivity
- Schedule 5 – ZeroVision
- Schedule 6 – Verisure Cameras
- Schedule 7 – Arlo Cameras and Video Doorbell
- Schedule 8 – Your Obligations Verisure and Arlo Cameras/Video Doorbell
- Schedule 9 – Third Party Payment Plans
- Schedule 10 – Model cancellation form
- Schedule 11 – Data Protection – Processing of Personal Data
- Schedule 12 – Beyond Sight™
- Schedule 13 – Lockguard
- Schedule 14 – Camera Streaming

Please make sure you read through these additional terms carefully before signing the Agreement so that you understand the nature and extent of the Services and your responsibilities in relation to the operation of those Services.

4.5 We might need to use a remote service to perform routine inspections, updates, or to disconnect components that are sending large volumes of signals.

4.6 You may add to the Services you receive from time to time by contacting our customer support team. If you wish to upgrade your Services, we will charge you additional costs at our usual rates applicable at that time. We will inform you of these charges before upgrading the Services.

## 5. OUR RESPONSIBILITIES AND WARRANTY, AND YOUR REMEDIES

5.1 Our responsibility is limited to:

- (a) Setting up, connecting and testing the System within 30 days of the date of this Agreement (or at such other time as you and we agree), and
- (b) Providing the Services, in each case using reasonable care and skill and in accordance with this Agreement and the information provided to you before you entered into this Agreement.

5.2 We cannot guarantee that signals from the System which are necessary for the proper operation of the System will always be received by our servers as the telephone/internet connection and mobile connectivity may not be available or be limited for reasons beyond our control - please see "Mobile Connectivity" in Schedule 4 of this Agreement.

5.3 If there is something wrong with the Services:

- (a) You acknowledge that the Equipment we have installed at your premises includes the items of Equipment you have chosen yourself, after due consideration by you of your premises' security requirements, and you acknowledge and agree that Verisure's responsibility under the Agreement is limited as set out in section 9.
- (b) For the duration of this Agreement we undertake to remedy any problems with the Services we provide to you. This includes, if it occurs, the investigation and elimination of the causes of a high number of unwanted activations of the System which have resulted in a detector being omitted or isolated from the System before it is re-enabled.
- (c) If there is any defect or problem with the Services, please inform our Customer Services as soon as reasonably possible. We will use our reasonable endeavours to repair or remedy any defect in the Services as soon as reasonably practicable;

5.4 As long as the defect or malfunction in the Services is not caused:

- (a) by access or modifications made to our Equipment by persons other than Verisure authorised personnel; or
- (b) by use of our Equipment other than in accordance with the User Guide;

you will not have to pay for the costs of repeating or remedying any malfunction or defect in the Services.

5.5 Your remedies under this section 5 do not affect your other legal rights. For detailed information of your legal rights, please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

5.6 To the extent that our security patrol services do not apply to you, the paragraphs, sections and schedules in your Agreement with us (including these terms and conditions) relating to our security patrol service shall not apply to you.

## 6. YOUR OTHER RESPONSIBILITIES

### Your responsibilities before setup and connection

- 6.1 To enable us to set up the System you must (at your own cost):
- (a) Provide us with free access to the premises on the agreed setup date(s);
  - (b) Obtain all consents required from third parties for the setting up of the System (e.g. landlord's consent);
  - (c) Identify to us any concealed water, gas, electricity, telephone or other services in the vicinity of the System, although we will take reasonable care to avoid damaging any unidentified concealed services; and
  - (d) Be responsible for lifting any floorboards or floor coverings (other than carpets).
- 6.2 As long as we have taken reasonable care, we will not be responsible for any damage as a result of the lifting and/or refitting of any floorboards or floor coverings.

### Your other responsibilities after setup and connection

- 6.3 You must only use the System in accordance with the User Guide and the Agreement.
- 6.4 You are responsible for maintaining an up-to-date and complete list of System users and Registered Contacts. You are responsible for all settings, input, modifications and orders submitted via our User Toolkit. To ensure that you and we are notified of events via email and/or SMS you must first activate event notifications and user notifications settings in the User Toolkit.
- 6.5 You are responsible for keeping these settings up-to-date and accurate. Any change you make to existing settings will replace or be added to the previous settings. You are responsible for following up and checking that any functions requested via the User Toolkit are implemented and verified. You cannot assume that a notification setting or any other setting has been accepted and activated until the setting has been confirmed in the User Toolkit. You are responsible for following up all notifications and events generated by the System and for resetting the System after any alarm has been triggered.
- 6.6 If you make alterations to your premises, such as redecorating or renovation, the System requirements may change and the radio signals may be disrupted. Changes in telecommunications provider or broadband/IP transmission coverage may affect System functionality. If as a result we have to repair the System, we will charge you our standard call-out charge for repairs (at the rate applicable at the time) and we will charge you for the cost of any materials and labour needed to carry out the repair (at the rate applicable at the time) except that one hour's labour is included in the call-out charge.
- 6.7 You have an ongoing obligation to notify us of any hazards, health and safety risks or issues and/or otherwise unsafe areas at your premises which you are aware and which it would not be reasonable to expect us to be aware of when attending the premises.
- 6.8 You should regularly check the System communication performance. This is especially recommended following heavy thunderstorms and after work has been carried out or changes have been made to your telecommunications or ethernet/internet/wifi network.
- 6.9 You are responsible for instructing all users and Registered Contacts who interact with the System. You are responsible for ensuring that the System and the Services are used properly.
- 6.10 You are responsible for paying for the line charges and other costs charged by third parties for the electrical supply and any telephone/internet service linked to the System and for ensuring that the System is continuously connected to such services to ensure continuous functioning of the System and permitting automatic downloading of updated software from our Alarm Receiving Centre. We assume no responsibility for the capacity or ability of other suppliers to deliver notifications.
- 6.11 You have an ongoing obligation to ensure that all information provided to us, whether orally or in writing, is true and accurate in all respects.
- 6.12 You acknowledge that in addition to the provision of the Services it would be advisable to obtain and maintain insurance in respect of your premises, contents and other property which cover all usual risks associated with them.
- 6.13 In addition to your responsibilities set out in this section 6, you have other responsibilities to enable proper operation of each of the Services as set out in the Schedules of this Agreement.

### 6.14 Use of User Content

- (a) We will process User Content in accordance with our privacy notice and the relevant User Guide(s) including using such data to verify and respond to Security Alerts and/or providing such user content to third parties where it is mandatory for us to do so under applicable laws, for example in response to a lawful request from a law enforcement agency or regulatory body.
- (b) It is your responsibility to ensure your and other users' use of the alarm System and any User Content is compliant with applicable laws. For example, applicable laws may prohibit the live monitoring, recording and storage of words spoken between people which, if breached, could expose you and/or other users to personal liability. You acknowledge and agree that we are not liable for your use of User Content nor your non-compliance with legal obligations, including with regard to the consent or provision of information to third parties, nor are we liable for your other users' use of User Content or their non-compliance with legal obligations.
- (c) If you or other users share User Content with anyone (whether in the public or private domain) you and your other users (as applicable) are entirely responsible for that User Content and your decision to share the User Content. We will not be liable for any loss or damage of any kind incurred as a result of the decision to share nor the subsequent sharing of such User Content.

## 7. FEES AND FEE ADJUSTMENT

- 7.1 The fee for the setup and connection of the System and for the Services (the "**Setup and Connection Fee**") is specified on the Front Page of this Agreement.
- 7.2 You must pay the Setup and Connection Fee on completion of the setup and connection of the System by the method agreed and specified on the Front Page of this Agreement. We may at our discretion permit such payment to be made through a third party provider subject to approval; you will be required to submit a separate application to the provider to obtain a financing plan in respect of the Setup and Connection Fee. If approved by the third party you will be required to enter into an additional contract directly with them which may be subject to additional fees. You should ensure that you obtain from such third party, full details of the additional terms and fees that will apply, including in respect of any payment plan options available to you. Verisure has no authority over any third party finance provider's selection, approval, and processing procedures, including its handling of personal data. Schedule 9 contains further terms and conditions relating to the use of third party finance services.
- 7.3 The monthly Service Fee is specified on the Front Page of this Agreement. The monthly Service Fee must be paid at the beginning of each monthly service cycle and must be paid by direct debit, credit/debit card, electronic transfer of funds or by cheque throughout the term of this Agreement, even if you choose to terminate the Agreement during the Initial Term. If you do not terminate the Agreement, you acknowledge that the Services will automatically continue as set out in section 10 and that you must continue paying the monthly Service Fee unless the Agreement is terminated in accordance with these Terms.
- 7.4 We review our Service Fees and any other fees referred to in these Terms regularly and reserve the right to increase them as follows:
- (a) we may increase our Service Fees each year by reference to and equal to the percentage change in the UK Retail Price Index (published by the Office of National Statistics in the period 13 months and 1 month before the date we change our Service Fees, should we decide to ("**RPI% Change Rate**");
  - (b) we may increase our Service Fees between 1.5% and 5% above the RPI% Change Rate. In any event, the resulting annual increase shall not exceed: i) 5% in total; or ii) the RPI% Change Rate, whichever is greater.
  - (c) we reserve the right to increase our Service Fees for reasons other than those outlined in section 7.4 (a) and 7.4 (b) above and may increase our Service Fees above the RPI% Change Rate for reasons which may include, but are not limited to, changes to the service proposition, changes in market conditions, inflation, changes in regulatory requirements, and/or changes to our cost structure. We will inform you, if this is the case, in writing or other durable medium, including email, at least one month before the change takes effect. If you do not wish to accept the change, you have the right to cancel the Services without charge before the date upon which the change is to take effect by contacting our Customer Service team via: phone on 0333 200 9000, within 30 days from the date of the change notification. In these circumstances this Agreement will terminate on the day before the change takes effect.
- 7.5 If any work is required which is over and above usual maintenance work, we are required to remedy defects or malfunctions mentioned in section 5 above, or is required because you didn't meet your responsibilities as set out in section 6 above, we will charge you additional costs at our usual rates applicable at that time.
- 7.6 If we have agreed with you a proposed set up time or a time for carrying out servicing and/or maintenance work and you fail to provide us with access to your premises at the pre-agreed time, we reserve the right to charge you a call-out fee at our prevailing call-out rates.
- 7.7 If we are required to attend more than two emergency call-outs in each period of twelve months during the term of this Agreement, we will charge an additional emergency call-out fee at our usual rates applicable at the time. Call-outs ended in a verified real incident will not be charged.
- 7.8 If you specifically request a security patrol to stay at your premises for longer than deemed necessary by the security patrol during an emergency call-out, where possible the security patrol may stay, however a further fee will be incurred by you at our usual rates applicable at the time.

## 8. INVOICING AND PAYMENT

- 8.1 The Setup and Connection Fee is payable prior to setting up and connecting the System. If you are approved to make such payment using a third party payment plan, payment will be due in accordance with the dates for the applicable plan.
- 8.2 The Service Fees are payable in advance at the beginning of each month by direct debit, credit/debit card, electronic transfer of funds or by cheque, and you will usually be invoiced at least five (5) days prior to the date the payment is due. However, if you are a new customer your initial invoice will be payable the month after the Agreement started and will cover the Services provided in the remainder of the initial month and the whole of the following month.
- 8.3 Late payment
- (a) If you fail to pay the invoice or we are unable (other than due to our own fault) to collect any payment from you by the due date we reserve the right by serving written notice to you to partially or fully suspend and/or terminate the Services without any further warning and to charge interest for late payment on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC from time to time and to charge an administration fee of £5 plus VAT for our reasonable administration costs which result from the recovery of any late payment. Interest will accrue on a daily basis from the due date until the date of actual payment or collection of the overdue amount, whether before or after judgement. You must pay us this interest and administration fee in addition to any overdue amount.
  - (b) We may use the services of a debt collection agency, solicitors or third parties to recover the debt. We will pass them your contact details together with details of the indebtedness to contact you and recover the outstanding sums. You hereby agree and consent to Verisure passing your details to debt collection agency(ies) or other relevant third parties for this purpose. Please be advised that this action may affect your credit score.
  - (c) We will not be liable to you for any losses or liabilities suffered as a result of our decision to suspend or end any service or terminate the Agreement if you are late in paying the Service Fees. If we terminate this Agreement under this section, you must comply with your other obligations under this Agreement as applicable.

## 9. OUR LIABILITY TO YOU

- 9.1 Nothing in the Agreement shall affect any statutory rights that cannot contractually be altered or waived.
- 9.2 If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Agreement or our negligence, however we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was in reasonable contemplation by you and us at the time we entered into this Agreement.
- 9.3 We will have no liability to you:
- (a) for any loss of profit, business interruption, or loss of business opportunity if you use the Services for any commercial, business or re-sale purpose;
  - (b) if the loss is caused by a delaying event outside of our control (as long as we have taken the steps set out in section 11); or
  - (c) if the loss was something you could have avoided by taking reasonable action, including following our reasonable instructions.
- 9.4 We are not obliged to remove our Equipment upon termination of our Services to you. If you choose to remove the Equipment by yourself on the termination of our Services to you, you shall use a qualified electrician to disconnect the Equipment.
- 9.5 Verisure will not be liable for any damage caused to your property resulting from you or a third party removing the Equipment.
- 9.6 We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of applicable statutory rights in relation to the supply of services; or
  - (d) any other liability which we are not permitted by applicable law to limit or exclude.
- 9.7 Subject to section 9.6, our maximum total liability under this Agreement is limited to: (a) the value of all fees paid under this Agreement; or (b) five thousand pounds (£5,000.00), whichever is higher.

## 10. TERM OF AGREEMENT AND PARTIES' RIGHTS TO CANCEL THIS AGREEMENT

### The Initial Term of this Agreement and automatic renewal

- 10.1 This Agreement commences on the start date set out on the Front Page of this Agreement and continues for an initial term, which shall be the period set out on the Front Page of this Agreement (the "**Initial Term**"). At the end of the Initial Term, this Agreement shall automatically continue and the monthly Service Fee will continue to be payable on a monthly basis unless or until you or we terminate this Agreement in accordance with these Terms.

### Your right to terminate this Agreement after the Initial Term

- 10.2 You may terminate this Agreement for any reason by giving us at least sixty (60) days' notice at any time, but termination cannot take effect until the end of the Initial Term. This means that if you

give notice more than sixty (60) days before the end of the Initial Term you will continue to receive the Services until the end of the Initial Term, unless you have asked us to stop providing the Services on an earlier date. In either case you must continue to pay the monthly Service Fee in accordance with these Terms until the end of the Initial Term.

10.3 Notice of termination can be given by contacting our Customer Service team by telephone on 0333 200 9000 or by post to Verisure Services (UK) Limited, Q12, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE12 8BU.

10.4 Following receipt of your notice of termination, our Customer Service Team reserves the right to validate the request by verifying your identity for security purposes. We require a two-step validation of your cancellation request to ensure the request is legitimate. Therefore, for your security, upon receipt of your request we will call you to validate your identity. If we are unable to reach you, we will send you an email to validate your cancellation request. If we are unable to contact you following your initial request to cancel this Agreement, you are required to confirm your intention to cancel through an email, which will be sent to the email address registered to your account with us, within 30 days of receipt of the email. Please note that if you submit your cancellation request by post, we will require proof of identity and proof of address to validate your request. If you do not confirm your request to cancel through this two-step validation process, your cancellation request will not be processed.

10.5 If the termination of this Agreement takes effect after the end of the Initial Term and you have paid the monthly Service Fee in advance for the month in which termination takes effect, we will provide you with a pro-rata refund for that month, calculated by reference to the remaining number of days (if any) in that month.

10.6 You must send off the Equipment to us (at your cost) or allow us to collect the Equipment from you (at our cost) within thirty (30) days of termination in accordance with sections 10.19 to 10.24. We reserve the right to reduce your refund to compensate us for any damage you have caused to the Equipment or for your failure to return or allow us to collect any Equipment in accordance with sections 10.19 to 10.24.

10.7 We will make any refund due to you within thirty (30) days of the date that we receive the Equipment back from you or we collect the Equipment from you. Refunds will be paid to your original payment method.

#### **Your right to cancel this Agreement within the 14 day cooling-off period**

10.8 You have the right to cancel this Agreement without giving any reason within the period of fourteen (14) days starting on the day after the date of this Agreement (the "Cooling-Off Period").

10.9 If you wish to exercise this right to cancel, you must let us know before the end of the Cooling-Off Period by contacting our Customer Service team. You can do so by contacting us by post to Verisure Services (UK) Limited, Q12, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE12 8BU, or by phone on 0333 200 9000. You may also use the Model Cancellation Form at Schedule 10. Please provide a form of identification so that we can verify your identity for security purposes.

10.10 If you exercise your right to cancel, we will refund in full any amounts you have paid.

10.11 You must send off the Equipment to us (at your cost) or allow us to collect the Equipment from you (at our cost) within fourteen (14) days of cancellation in accordance with sections 10.19 to 10.24. We reserve the right to reduce your refund to compensate us for any damage you have caused to the Equipment or for your failure to return or allow us to collect any Equipment in accordance with sections 10.19 to 10.24.

10.12 We will make any refund due to you without unreasonable delay. Refunds will be paid to your original payment method.

#### **Our right to terminate or suspend this Agreement**

10.13 We may terminate this Agreement for any reason by giving you at least sixty (60) days' notice of termination at any time, but termination cannot take effect until the end of the fixed Initial Term.

10.14 We may terminate this Agreement at any time with immediate effect by giving you notice if:

- (a) you have not made a payment by the due date and the payment is still outstanding after we have given you formal notice;
- (b) you breach the Agreement and either you cannot put it right or you do not put it right within thirty (30) days of us notifying you of the breach;
- (c) you reject service upgrades or maintenance requests or technical modifications that we ask you to take or to apply to the System and these are critical to ensure the System or the Services work properly or safely;
- (d) if we cannot perform the Services to a standard which we reasonably consider to be acceptable, we retain the right to terminate this Agreement by giving you thirty (30) days' written notice of our intention to terminate this Agreement; or
- (e) we are required to do so to comply with applicable laws or regulations.

10.15 Without limiting our right to terminate the Agreement, we may suspend any or all Services if:

- (a) you have not made a payment by the due date and the payment is still outstanding after we have given you formal written notice;
- (b) we need to deal with technical problems or make minor technical changes;
- (c) we need to update the System or the Services to reflect changes in relevant laws and regulatory requirements;
- (d) we need to make changes to the System following a request from you; or
- (e) we are required to do so to comply with applicable laws or regulations.

10.16 We will aim to contact you in advance to tell you we will be suspending the Services unless the problem is urgent or an emergency, in which case we may not be able to provide advance notice.

10.17 If we suspend the Services, we will make reasonable efforts to restart the Services as soon as possible following resolution of the issue giving rise to the suspension.

#### **Return of Our Equipment**

10.18 If you or we cancel or terminate this Agreement you must return our Equipment to us in reasonable condition (allowing for fair wear and tear).

10.19 You must send off the Equipment to us (at your cost) or, if we choose, allow us to collect the Equipment from you (at our cost) within thirty (30) days of cancellation.

10.20 If you have a ZeroVision device installed, you must not disconnect the device yourself. For health and safety reasons, you must allow us to attend your premises to disconnect and remove the ZeroVision device. Due to the nature of the Equipment, we recommend that you allow us to collect all items of Equipment, as our specialists are experienced at removing and transporting all Equipment safely. If we agree that we will collect the Equipment, you must provide us with reasonable access and cooperation to enable us to remove the Equipment at the agreed time.

10.21 If you send the Equipment back to us yourself, we recommend that you use a reputable courier service and retain proof of shipping.

10.22 If you return the Equipment to us in a damaged condition, or you fail to return or allow us to collect the Equipment, we reserve the right to charge you a reasonable amount in compensation for the damage to or loss of the Equipment. We may reduce any refund due to you accordingly.

10.23 Some Equipment includes a slot which you can use to install a memory card for recording Image Data. If you install a memory card onto the Equipment you are fully responsible for the memory card and any Image Data which you decide to record onto it. Before you return the Equipment to us or when this Agreement expires or terminates, you must either remove the memory card, or delete all Image Data from the installed memory card.

#### **Consequences of cancelling this Agreement**

10.24 Once this Agreement is cancelled or terminated, we will no longer have any obligation to provide the Services or the System to you, even where the Equipment remains in your possession. If any element(s) of the Equipment or the System remain in your possession and does continue to work to any extent after the contract ends:

- (a) your continued use of any of the Equipment and the System is at your own risk; and
- (b) we will not verify or respond to any alarm signal; and
- (c) we are not liable for any faults, nor for maintenance of the Equipment or the System and we do not guarantee and may terminate any continuing functionality at any time without giving any notice; and
- (d) if the central unit has power and remains connected to ethernet or wifi (and even if the SIM card has been deactivated), the Equipment may continue to send some technical signals to our back-end IT system.

10.25 Any terms of the Agreement that are expressed to, or by implication are intended to, come into or continue in force on or after cancellation or termination of the Agreement shall remain in full force and effect.

10.26 If you choose to downgrade the Service, you must allow access for the professional disconnection of all relevant Equipment by one of our trained personnel. This is to ensure we completely disconnect the System from Verisure's Alarm Receiving Centre and in the case of a downgrade, remove any SIM cards and ZeroVision devices installed.

#### **How to Temporarily Suspend the Services**

10.27 During the term of the Agreement, you may request suspension of the Services for a minimum period of one (1) month up to a maximum of six (6) months in aggregate ("Suspension Period"). Your request for suspension must be made by contacting our customer support team via phone on 0333 200 9000 or in writing sent by post to Verisure Services (UK) Limited, Q12, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE12 8BU. We must receive your request by the 10th day of the calendar month immediately before the calendar month that the suspension commences. Suspension of Services may only commence on the first day of a calendar month. A monthly administration fee of £6 will be charged to you during your Suspension Period.

10.28 If following a re-installment of the Services at the end of any Suspension Period the System does not operate properly, we will repair the fault; and if the fault is due to the fault of Verisure the repair will be free of any charges but if the fault is not due to the fault of Verisure we will charge you our standard call-out charge for repairs (at the rate applicable at the time) and we will charge you for the cost of any materials and labour needed to carry out the repair (at the rates applicable at the time) except that the first hour's labour is included in the call-out charge.

#### **Alarm Move**

10.29 If you are moving, we can continue to provide the Services to you at your new business within the United Kingdom. You will need to log into the My Verisure App and complete the "Alarm Move" form to submit your request. Alternatively, you can contact customer support via phone on 0333 200 9000. We will then contact you to agree the arrangements for your move and any additional fees that will be payable by you. Any additional fees for the alarm move are payable on the agreed "Alarm Move" date.

10.30 If following a re-connection of the Services at your new home the System does not operate properly (with us having undertaken our systems checks to connect the System) and the fault is as a result of damage caused by you through any removal or disconnection by you of the Equipment (rather than by us), then, in addition to the moving fee, we will charge you our standard call-out charge for repairs (at the rate applicable at the time) and we will charge you for the cost of any materials and labour needed to carry out the repair (at the rates applicable at the time) except that one hour's labour is included in the call-out charge.

10.31 During a Suspension Period or when moving home, if you wish to temporarily remove or disconnect any of the Equipment (for example to allow redecoration) you may do so at your own risk and any loss or damage to our Equipment, however caused, will be charged to you. Alternatively, you can elect to request that Verisure remove or disconnect the Equipment (or certain items) at an additional cost to you (at the rate applicable at the time). We will inform you of these charges before any work commences. Any re-installation of the Equipment must be done by us to ensure that the Equipment is properly installed and connected. For this re-installation and reconnection we will charge you our standard call out charge (at the rate applicable at the time) and we will charge you for the cost of any materials and labour (at the rate applicable at the time) except that one hour's labour is included in the call-out charge. We will inform you of these charges before any work commences.

## **11. DELAYS OUTSIDE OF OUR CONTROL**

11.1 If our supply of the Services or the performance of any of our obligations is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service team via: phone on 0333 200 9000 to discuss your options.

## **12. COMPLAINTS**

12.1 If you have any questions or complaints about the System or the Services, please contact us by telephoning our Customer Service team at 0333 200 9000 or write to us at Verisure Services (UK) Limited, Q12, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE12 8BU.

12.2 We always aim to resolve any complaints or disputes with our customers directly and efficiently. However, if we are unable to resolve any issues for you, or you are unhappy with the outcome, you may wish to explore alternative dispute resolution ("ADR"). ADR is a process for resolving disputes between you and us that does not involve going to court. We are not obliged by law to participate in ADR however you may consider the Retail Ombudsman, Centre for Effective Dispute Resolution ("CEDR"), for further assistance ([www.cedr.com](http://www.cedr.com)). If we or you do not wish to use ADR, or you are unhappy with the outcome of ADR, you can still bring court proceedings.

## **13. GOVERNING LAW**

13.1 This Agreement is governed by English law which means that this Agreement for the purchase of Services and any dispute or claim arising out of or in connection with it will be governed by English law.

13.2 You and we both agree that the courts of England and Wales will have exclusive jurisdiction save if you are a resident of Northern Ireland you may bring proceedings in Northern Ireland, or if you are a resident of Scotland, you may bring proceedings in Scotland.

## **14. DATA PROTECTION**

### **Data Protection and Processing of Personal Data**

14.1 General terms regarding the processing of personal data.

**As part of our services, we are required to process personal data and depending on the circumstances, the responsibility for the processing of personal data according to the UK GDPR may differ. For example, whilst we are responsible for the use of the System to verify and respond to a Security Alert/ Alarm Signal, you are responsible for otherwise using the System for convenience use and/or User Content in a manner which does not infringe applicable laws and regulations.** You can read more about what to consider when you are the sole data controller and when the household and personal data exemption in the UK GDPR applies in our camera guidance for Verisure residential customers, available in the Verisure Mobile Application.

#### **14.2 How we can use your personal data.**

The nature of our business and the services we provide require us to process your personal data as a data controller, as set out in our **privacy notice**. You can find more information about how we use your personal data and your rights as a data subject in our **privacy notice**.

We may update the **privacy notice** from time to time. The latest version of the **privacy notice** will always be posted on our **website**.

#### **14.3 How we may use other users' personal data.**

- a) Where you provide us with details of **Registered Contacts** or **other users** or where that person sets up a **user account** with us, we will only use that information as set out in our **privacy notice**.
- b) You must make sure each **Registered Contact** and **other users** agree to you sharing their details with us and you must provide a copy of our privacy notice to them.

#### **14.4 How we may process personal data on your behalf.**

We may process personal data on your behalf as a data processor. Annex I will govern how we may do so and what rights and obligations we have in relation to each other

#### 14.5 How we may process personal data jointly with you

For the collection of personal data passively and continuously through the System, which in turn allows us to receive a Security Alert in case of an incident, as well as Verisure's potential sharing of images and audio from an incident with you through the Verisure Mobile Application, as set out in Section 3 of the Joint Controller Arrangement, we are joint controllers and thus share the responsibility for the processing of personal data as well as its compliance with the UK GDPR. Our respective obligations are stipulated in Schedule 11, Annex II (Joint Controller Arrangement). Note, if you are subject to the household and personal data exemption in the UK GDPR, we will be the sole data controller and Annex II will not apply.

### 15. ZEROVISION SYSTEM

If you request a ZeroVision system, your attention is drawn to the separate guidance and terms and conditions in Schedule 5. You should read Schedule 5 carefully before agreeing to have the ZeroVision system installed at your premises so that you understand the nature and extent of the system and your responsibilities in connection with its operation.

### 16. VERISURE CAMERAS

If you request a Verisure Camera, your attention is drawn to the separate guidance and terms and conditions in Schedule 6. You should read Schedule 6 carefully before agreeing to have a Verisure Camera installed at your premises so that you understand the nature and extent of the system and your responsibilities in connection with its operation.

### 17. ARLO CAMERAS AND VIDEO DOORBELLS

If you request an Arlo Camera or Video Doorbell your attention is drawn to the separate guidance and terms and conditions in Schedule 7 in relation to the Arlo Camera or Video Doorbell, operations and services. You should read Schedule 7 carefully before agreeing to have the Arlo Camera or Video Doorbell installed at your premises so that you understand the nature and extent of the system and your responsibilities in connection with its operation.

### 18. MOONSHOT

If you have the Moonshot suite of products installed, the communication via broadband described under Schedule 4 Mobile Connectivity, applies to you.

### 19. LOCKGUARD AND OUTDOOR KEYPAD

If your System includes a Lockguard device, the following terms apply:

- (a) we have no obligation to remove the device and/or the lock cylinder at the end of the Agreement; and
- (b) with regards to Verisure's Alarm Receiving Centre's unlocking service, in the event of an emergency you confirm that:
  - (i) we may remotely unlock the door to the premises via the System in accordance with the relevant Verisure Service description at Schedule 13;
  - (ii) it is your responsibility to ensure that the door is locked or secured after an Incident; and
  - (iii) we will not be responsible for any loss or damage (including without limitation claims from third parties) or any other consequences resulting from us remotely unlocking the door in accordance with the relevant Verisure Service description.

### 20. OTHER IMPORTANT TERMS

20.1 We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or our obligations under this Agreement. You may only transfer your rights or your obligations under this Agreement to another person if we agree in writing.

20.2 If we fail to insist that you perform any of your obligations under this Agreement, 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.

20.3 We reserve the right to amend, vary or change these Terms and/or the Services from time to time. Our latest Terms are available on our customer website: <https://www.verisure.co.uk>.

20.4 We can always improve, modify, amend or alter the Terms and/or the Services if:

- (a) there is a change or amendment to any law or regulation which applies to Verisure or the Services provided to you.
- (b) we decide that the Services should be altered for reasons of quality of service or otherwise for the benefit of the customer or, in our reasonable opinion, it is necessary to do so.
- (c) for security, technical or operational reasons; or
- (d) if the changes or additions are minor and do not affect you significantly.

20.5 In the event of a change to the Terms or your Services that has a materially adverse effect on you, we will do our best to give you one (1) months' notice before the change takes effect (but there may be circumstances where we have to make the changes more quickly and in such circumstances we may not be able to give you the full one (1) months' notice but we will give you as much notice as possible). If you do not wish to accept the change, you have the right to cancel this Agreement without charge (and receive a refund for any Services paid for in advance but not received) from the date upon which the change is to take effect.

20.6 If any section in this Agreement is held, by a competent authority, to be invalid or unenforceable, in whole or in part, the validity of the other sections shall not be affected.

### 21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties relating to the subject matter and supersedes any previous agreement related to the subject matter. The parties to this Agreement have not relied on any statement, representation, warranty or understanding, other than expressly set out in this Agreement. For the avoidance of doubt this section does not change or impact your statutory rights.

## Schedule 1 MAINTENANCE AND SERVICING - additional terms and conditions

#### Maintenance warnings

Low battery warning emanating from the control panel:

If any control panel indicates low battery levels, we will contact you by telephone or text message. Other Registered Contacts may also be contacted if required. Low battery warning emanating from a system component: We will place a maintenance request stating that the battery needs to be replaced. You can choose to replace the batteries yourself and if you choose to do so, please order the batteries through our Customer Services (customer support, Verisure Mobile Application or via the Customer Area on our website).

#### Maintenance and testing

In limited circumstances, we will access your Image Data for troubleshooting/ testing purposes. We will only do so with your permission and will only be accessing the images to resolve issues with the Equipment. In such circumstances, we consider ourselves to be data processor for that activity and accordingly, the processor obligations we have set out in Annex I will apply.

#### Monitoring errors

In the event of repeated monitoring errors, or if we receive no system recovery notice, we will make a service maintenance request.

#### Notification of communication errors

If the control panel test signal stops being transmitted, we will contact you to check correct functioning. If there is a fault in communications with other components and if we receive no system recovery notice, we will make a service maintenance request.

#### Tamper alarm

You will be notified of a tamper alarm via telephone, by email and/or text. If a tamper alarm is triggered, we will ring the setup address and inform you or another Registered Contact of the alarm. If:

- (i) nobody answers,
- (ii) the person on site cannot give the correct password,
- (iii) the person on site cannot restore the system or
- (iv) if applicable to your Agreement, you request an inspection of the property, a security patrol will be sent.

If the System has been disarmed and no one answers the call or if the person on site cannot give the correct password, you or another Registered Contact will be informed of the alarm. In the event of a tamper alarm without a confirmed cause, a maintenance request will be placed for the system component. You or another Registered Contact will be informed of any warnings generated by system components, until such components have been serviced.

#### Power failure

We will inform you of any power failures by telephone, email or text message. In the event of a widespread power failure, or if we receive notice of system recovery, the failure notification will not be sent to you.

#### Servicing and maintenance

You are welcome to contact us to arrange servicing and maintenance as needed. It is important for us to be able to contact you for an appointment and for you to be on site once you have ordered servicing/maintenance. If we are unable to reach you, we may deprioritise the servicing you have ordered, until we have established contact with you. In the event of repeating alarms where we have not been able to perform servicing/maintenance because we have been unable to contact you, we are entitled to remotely disconnect the component setting off the alarm out of consideration for other persons (e.g. your neighbours) or for other reasons. Servicing/maintenance calls will be charged at the rates applicable from time to time. Your attention is drawn to the fact that these servicing/maintenance fees and charges specified in sections 3.4, 4.6, 6.6, 7.5, 7.6, 7.7, 7.8, 10.6 and 10.11 do not form part of the Service Fee.

## Schedule 2 INTRUSION PRO - additional terms and conditions

#### Introduction

Intrusion Pro is the monitoring and response service for Security Alerts emitted by the Verisure control panels and burglar alarms. These terms apply to Security Alerts emitted by the Verisure control panels and burglar alarms. These terms only apply to system components that are monitored by our Alarm Receiving Centre.

#### Service requirements

You must have at least two people registered as Registered Contacts in the Action Plan. However, we recommend that you always have at least three Registered Contacts. Furthermore, the System must have monitored alarm points installed to detect break-ins and a Verisure control panel that can generate security alarms. The Services are dependent upon us being able to provide a security patrol in the area concerned.

#### Responding to alarms - confirmed or unconfirmed security alerts Confirmed Security Alert

We define the following situations as confirmed break-in: An online photo detector shows the presence of an unauthorised individual, or a person on site confirms the break in. Confirmed break-ins will always be reported to the police, security firm (if appropriate) and to you or if we cannot reach you, one of the other Registered Contacts. If there is a security patrol in the area, they will be sent to the site if we receive independent security alarm signals from at least two alarm sensors. If a security alarm is triggered by the SOS button on the Verisure control panel, we will telephone the setup address. If any person on site needs help, we will assist them and report the alert to the ambulance, police, fire or security patrol (as appropriate). If we do not get an answer at the setup address, or if the person on site cannot give the correct password, we will telephone a Registered Contact and otherwise proceed as above.



### Responding to Security Alerts

If the System is linked to and generates a Security Alert at our Alarm Receiving Centre, the Alarm Receiving Centre will have access to and may make use of Image Data from the Equipment to respond to that Security Alert. Hold Up Alarms are prioritised by the Alarm Receiving Centre over an Intruder Alarm activation or any other signal such as a tamper, low battery etc. The highest priority is given to Fire Alarm signals and the detailed priority is as follows:

Fire Alarm – Priority 1

Hold Up Alarms – Priority 2

Intruder Alarm – Priority 3

Tamper Alarm (System not set) – Priority 4

Low battery, power fail etc. – Priority 5

### Unconfirmed security alert

We define an unconfirmed security alert as a situation where one or several of the security alert sensors indicate(s) a security alert but no unauthorised person has been detected by the online photo detector and no security alerts have been reported by a person on site. In order to assess the situation and take appropriate action, we will telephone you at the setup address first. If there is no answer, we will review any images from the online photo detector to assess the situation. Following that, you, and if necessary one of the other Registered Contacts, will be contacted. If these actions are not sufficient to confirm that there is no break-in and if there is a security patrol in the area, we will send them to the site. This protocol does not apply to perimeter sensors when triggered exclusively since they work as a pre-alarm security alert, hence no security patrol will be sent.

### Calling off an alert

If you, or someone or something else triggers a false alert at the setup address, it is your responsibility to respond or make sure that you or a Registered Contact answers our telephone call and provides the password for calling off the alert. If an alert is called off correctly, we will not forward the alarm notification to other response services. If the system is disarmed within five minutes, the alarm will be called off. We will also call off any alerts that we believe are unwarranted relative to the history log. In such cases, any alarm response services that have not already been dispatched will be called off. However, we will always telephone you at the setup address or failing that try to contact you or another Registered Contact by email or SMS.

### Emergency call-out

We will provide emergency call-outs in such areas where, and during such times as, there is a security patrol available. If a security patrol is not available, the alarm situation will be relayed to one of the Registered Contacts. We cannot guarantee response times since traffic conditions, driving distance and available resources when the alarm occurs may have an impact on our response times. A security patrol will carry out a perimeter inspection of the premises to the extent time permits. You may, where possible, request that a security patrol stays on premises longer than ordinarily deemed necessary but the security patrol does not have the powers of the police or rescue services and shall not be required to arrest or apprehend an intruder. The Service Fee includes up to two emergency call-outs in each period of twelve months during the term of this Agreement. If more than two emergency call-outs are necessary in any twelve-month period, we will charge an additional emergency call-out fee at our usual applicable rates which we will inform you of at that time. Call-outs ended in a verified real incident will not be invoiced.

### Action downgrade

In the event of repeated alarms being triggered by the system without confirmed cause, the situation will be downgraded and no action will be taken other than you or another Registered Contact being telephoned. You or the Registered Contact concerned will be informed of any alarm signals emanating from components that are reported faulty until such components have been serviced. In the event of a false alarm resulting in a call-out, we reserve the right to charge you for the costs of the call-out at our usual rates applicable at the time.

## Schedule 3

### FIRE PRO - additional terms and conditions

#### Introduction

The Fire Pro Services are a monitoring and alarm response service for fire notifications coming from your System. Alarm response is provided by our Alarm Receiving Centre. These terms apply to fire alarms emanating from Verisure smoke detectors. These terms only refer to system components that are connected to and monitored by our Alarm Receiving Centre.

#### Services requirements

You must have at least two people registered as Registered Contacts in the Action Plan. However, we recommend that you always have at least three Registered Contacts. Furthermore, the System must have at least two monitored Verisure smoke detectors set up. The Services are dependent upon us being able to provide a security patrol in the area concerned.

#### Responding to alarms - confirmed or unconfirmed fire Confirmed fire

We define the following situations as a confirmed fire: An online photo detector shows smoke, or a person on site confirms the fire. Confirmed fires will always be reported to the emergency services and to you, or if we cannot reach you, one of the other Registered Contacts. If we have a security patrol in the area, they will be sent to the site. Following that, you and, if necessary, one of the other Registered Contacts will be contacted. The Alarm Receiving Centre actions fire alarm signals as the highest priority – See also Schedule 2 above.

#### Unconfirmed fire

We define an unconfirmed fire as a situation where one or several smoke detectors indicate(s) a fire but fire has not been detected by the online photo detector and has not been reported by a person on site. In order to assess the situation and take appropriate action, we will telephone you at the setup address first. If there is no answer, we will review any images from the online photo detector to assess the situation. If these actions are not sufficient to confirm that there is no fire and we have a security patrol in the area, we will send them to the site. Following that you, and if necessary one of the other Registered Contacts will be contacted.

#### Calling off an alert, Emergency call-out and Action downgrade

The Terms contained under the headings "Calling off an alert", "Emergency call-out" and "Action downgrade" in Schedule 2 also apply to this Schedule 3.

## Schedule 4

### MOBILE CONNECTIVITY - additional terms and conditions

#### Communication via Mobile SIM card

These terms apply to mobile signal communications and transmission of other data from your control panel to the Verisure servers. The Mobile Connectivity Service allows the control panel to communicate speedily and securely with the Verisure servers via the mobile network. The service includes all traffic from the System needed to send signals and other data.

#### Service requirements

The Service requires your control panel to be equipped with a GSM module and an activated SIM card. You are responsible for checking that there is mobile coverage at the setup address. Coverage may vary depending on the exact position, the materials that the building is made of, etc. Connectivity/coverage may be limited and the availability of the mobile network may vary and fluctuate over time. If access to the mobile network ceases to exist, we have no capacity or obligation to provide the Service.

#### Communication via broadband

These terms apply to broadband communication of other data from your control panel to the Verisure servers. The broadband allows the control panel to communicate speedily and securely with the Verisure servers via the internet network. The service includes all traffic from the System needed to send signals and other data.

#### Service Requirements

The Service requires your control panel to be connected via ethernet and/or wifi to your router. You are responsible for the broadband connection and checking that there is coverage at the setup address. Coverage may vary depending on the exact position, the materials that the building is made of, etc. Connectivity/coverage may be limited and the availability of network may vary and fluctuate over time. If access to broadband ceases to exist, we have no capacity or obligation to provide the Service.

## Schedule 5

### ZEROVISION SYSTEM

The ZeroVision system consists of a device built into the Verisure alarm System that, after being activated by the Alarm Receiving Centre, releases a cloud of non-toxic smoke that in seconds hinders the visibility of anyone who is in the area where the system is installed. The ZeroVision system has been tested by the Institut National de l'Environnement Industriel et des Risques and as at the date of these ZeroVision terms and conditions, the system is accredited with following certifications:

- **BS/EN 50130-4:2011/ A1:2014.** Alarm systems. Electromagnetic compatibility. Product family standard: immunity requirements for components of fire, intruder, hold up, CCTV, access control and social alarm systems.
- **BS/EN 50130-5:2011.** Alarm systems. Environmental test methods.
- **BS/EN 50131-5-3:2005/A1:2008.** Alarm systems. Intrusion systems. Requirements for interconnections equipment using radio frequency techniques.
- **BS/EN 50131-6:2008/A1:2014.** Alarm systems. Intrusion and hold-up systems. Power supplies.



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- **BS/EN 50131-8:2008ii.** Alarm systems. Intrusion and hold-up systems. Security fog device/systems.
  - **BS/EN 50131-1 2006/A2:2017.** Alarm systems. Intrusion and hold-up systems. System requirements.
- The ZeroVision system is not harmful to human beings, animals or property provided that it is properly installed by us and operated and maintained in accordance with our standard terms and conditions, these ZeroVision terms and conditions and the User Guide, but if you have any particularly sensitive or valuable items (such as paintings, antiques or textiles) in that part of your premises where the ZeroVision system is to operate you should consider re-locating those items so that they are not within the operating area of the ZeroVision system.
- Although smoke generated by the ZeroVision system is generally harmless to the health of people and/or animals, it can cause itching and irritation of the eyes and throat. The ZeroVision system is designed for deterrent purposes.

#### Activation

The ZeroVision system can only be activated by the Alarm Receiving Centre. If an Alarm Signal is received by the Alarm Receiving Centre, the ZeroVision system will only be activated once one of the following has been confirmed:

- if the intrusion is verified as a real intrusion by the Alarm Receiving Centre using the security equipment image devices;
- if you confirm to the Alarm Receiving Centre that the incident is real, and this confirmation is accepted by the Alarm Receiving Centre;
- if the Alarm Receiving Centre detects the presence of people in the premises, but the intrusion is not verified and you or any Registered Contact confirm that there should not be anyone in the premises and this confirmation is accepted by the Alarm Receiving Centre; or
- if the Alarm Receiving Centre detects the presence of people in the premises, but the intrusion is not verified, and we cannot contact you or any Registered Contact.

#### Maintenance and Installation

The chemical element of the system will be replaced periodically by us in order to ensure maximum efficiency. We shall charge you our standard call out charge for the replacement of the chemical element of the system. This charge does not form part of the Service Fee. If you choose to no longer have the ZeroVision system, we will charge you our standard call out charge to remove the system from your premises.

This charge does not form part of the Service Fee.

To ensure proper functioning of the ZeroVision system, please consider the following recommendations and warnings:

- We recommend that the ZeroVision system be installed in spaces with windows or that can be otherwise ventilated.
- We do not recommend that the ZeroVision system be installed in premises where animals are cared for, or in the rooms of children, elderly people or of people with respiratory problems.

If you have any doubts about how the ZeroVision system works, you should contact customer support. The following sections "Your Obligations" and "Our Liability" are additional terms and conditions to our standard terms and conditions which shall apply as though they were included within our standard terms and conditions in cases where you have elected to have the ZeroVision system installed.

#### **Your Obligations**

You should activate the Verisure alarm System whenever you intend to avoid unauthorised people from entering the place and, especially, whenever the premises are empty or unsupervised. You agree:

- not to tamper with, disassemble, manipulate, misuse, neglect or damage the ZeroVision system;
- not to remove, tamper with or cross out any labels on the ZeroVision system; and
- to take proper care at all times to prevent the loss or theft of the ZeroVision system.

You agree to contact customer support immediately about any loss or damage to the ZeroVision system. You are responsible for such loss or damage, however caused, and we will charge you for any loss or damage to the ZeroVision system. You must report any of the following to us as soon as possible:

- any fault or incident that is detected in the ZeroVision system; and
- any change to the premises or the property stored in the area in which the ZeroVision system is installed that could affect its activation.

#### **Our Liability**

We will install the ZeroVision system with reasonable skill and care and in accordance with section 13 of the Supply of Goods and Services Act 1982 but we accept no liability for any damage caused to the premises, its contents and any other property by the activation of the ZeroVision system or if you have not operated it in accordance with our instructions and User Guide. We will not accept any liability for or resulting from any tampering, sabotage or any other act against the ZeroVision system by you or any third party. We will not be liable for any expenses related to the cleaning of the premises and contents of the premises that you or your insurance firm carries out as a result of the ZeroVision system being activated. Any food or drinks that have been exposed to the activation of ZeroVision system should not be consumed, handled, or sold. We will not accept any liability for any damage or harm caused by the consumption of any food or drink that has been exposed to the smoke produced by the ZeroVision system. If the ZeroVision system is activated, we will not be held liable or responsible for the operation of any smoke detector or anti-fire system not operated by us. We will not be responsible for paying the costs generated by the possible mobilisation of emergency services as a result of calls from third parties caused by the activation of the ZeroVision system.

#### **Return of our ZeroVision System**

We will own the ZeroVision system at all times during the term of this Agreement with you and after its expiry or termination. If you or we cancel or terminate this Agreement, you must allow access for professional disconnection by one of our trained engineers. As this is a pyrotechnic device, we will require access to your premises so our professionally trained personnel can disconnect the ZeroVision system. You must make the ZeroVision system available for collection by us at an agreed time within the period of 30 days after the cancellation or termination date. If you fail for any reason to allow access for disconnection and dismantle and do not make it available for collection we are entitled to charge you for the replacement cost of the ZeroVision system. If you or we cancel or terminate this Agreement and you fail to make it available for collection, as set out in the paragraph above, we accept no liability for any damage to the premises, its contents and other property that the ZeroVision system may cause.

## **Schedule 6**

### **VERISURE CAMERAS - additional terms and conditions**

The Verisure Cameras consists of a system of cameras installed in and around your business that record images and audio. As at the date of this Agreement, the Verisure Cameras comply with the following standards:

- **EN 55022:2010** Limits and methods of measurement of radio disturbance characteristics of information technology equipment.
- **EN 50581:2012** Technical documentation for the assessment of electrical and electronic products with respect to the restriction of hazardous substances.
- **EN 55024:2010** Information technology equipment-Immunity characteristics- Limits and methods of measurement.

- **EN 61000-3-2:2006+A2:2009** Limits for harmonic current emissions.
- **EN 61000-3-3:2008** Limitation of voltage changes, voltage fluctuations and flicker in public low-voltage supply systems, for equipment with rated current <=16 A per phase and not subject to conditional connection.

- **EN 61000-4-2:2009** Electrostatic discharge immunity test.

- **EN 61000-4-3:2006+A2:2010** Radiated, radio-frequency, electromagnetic field immunity test.

- **EN 61000-4-4:2004+A1:2010** Electrical fast transient/burst immunity test.

- **EN 61000-4-5:2006** Surge immunity test.

- **EN 61000-4-6:2009** Immunity to conducted disturbances, induced by radio- frequency fields.
- **EN 61000-4-11:2004** Voltage dips, short interruptions and voltage variations immunity tests.

The Verisure Cameras must only be setup and connected by Verisure authorised personnel and are connected to our Alarm Receiving Centre.

Verisure Cameras may allow you to view and record Image Data remotely. This functionality will depend on the specifications of the Verisure Camera you have installed and how you choose to apply settings in accordance with the User Guide, as well as ensuring the Verisure Camera is linked to the internet via an appropriate broadband router connection, which must be provided by you. You can access these recordings, and receive event alerts, on any mobile device with IOS or an Android operating system through the Verisure Mobile Application which must be downloaded by you from our website at [www.verisure.co.uk](http://www.verisure.co.uk). We refer to this aspect of our Service as "Comfort Mode". Please note that if at any time there is insufficient available recording storage space to record Image Data, the storage system will automatically delete earlier recordings as necessary to permit new recordings to be made.

In the event of a Security Alert, we will be able to have access to the cameras and to a brief recording automatically triggered by the alert for the purpose of investigating and responding to the alert.

## **Schedule 7**

### **ARLO CAMERAS AND VIDEO DOORBELL**

If you have chosen the Arlo Camera or Video Doorbell as part of your Service then this Schedule 7 applies to you and the Services Verisure provides/will provide to you during the course of this Agreement.

The Arlo Cameras and Video Doorbell are not detection devices for the Verisure alarm System. These cameras will send you an alert if the in-built sensors (if activated) detect motion or sound. However, motion or sound will not set off the Verisure alarm System, nor notify the Verisure Alarm Receiving Centre. Specifically, sound does not trigger the Video Doorbell camera. You can use the Arlo Camera application ("Arlo Application") and any updates or supplements to it subject to your acceptance of Arlo's Terms and Conditions. The Arlo User Guide ("Arlo User Guide") can be found at <https://www.arlo.com/uk/support>.

By signing this Agreement, you confirm that you:

- have read and understood the information related to the Arlo Camera and Video Doorbell;
- have read and understood the Arlo User Guide; and
- agree to the terms of this Agreement, which will bind you.

**Access to the Arlo Application** is available for download on the iPhone App Store and for Androids on the Google Play Store.

#### **Connection to our Alarm Receiving Centre**

Upon availability, your Arlo Camera(s) will be connected to our Alarm Receiving Centre for the purposes of enhancing the verification process of your Security Alerts only. You agree to allow us to set up this connection as a condition to providing you with monitoring services.

#### **Liability and Warranty**

Verisure gives no warranties or representations in respect of the Arlo Application, and any implied term, condition or warranty is excluded in respect of the Arlo Application and Arlo hardware (e.g. charging cables, base stations etc.) not owned by Verisure to the fullest extent permitted by law.

#### **Repair and Replacement**

Verisure will repair and replace the Arlo Camera and/or Video Doorbell provided this relates to a defect in the camera.

## **Schedule 8**

### **YOUR OBLIGATIONS VERISURE AND ARLO CAMERAS/VIDEO DOORBELL**

#### **You agree:**

- not to tamper with the Verisure or Arlo Cameras or Video Doorbell;
- not to tamper with or obscure any signs put up by Verisure;
- to keep the Verisure or Arlo Cameras and Video Doorbell in reasonable condition (allowing for fair wear and tear);
- not to use the Verisure or Arlo Cameras or Video Doorbell or the associated services in a commercial or business environment or area, or for any commercial or business purpose;
- to identify all concealed water, gas, electricity and other utilities in the vicinity of the system when installation is taking place;
- not to re-position nor re-direct the Verisure or Arlo Cameras or Video Doorbell once installed since doing so may restrict, or make it impossible, for Verisure to see what is happening following an incident and may also result in you breaching data privacy rules (e.g. capturing images or recordings of people who are not on your premises);
- to take proper care at all times to prevent the loss or theft of any Verisure or Arlo Camera or Video Doorbell;
- not to let anyone other than the police or an authorised individual have access to the images and audio recorded by any Verisure or Arlo Camera or Video Doorbell;
- not to touch, take down or take apart any of the devices unless replacing or recharging batteries in accordance with instructions provided by Verisure;
- not to use the Verisure or Arlo Camera or Video Doorbell for any purpose other than ensuring the security of your premises; and
- not to keep copies of any of the images or audio recorded by any Verisure or Arlo Camera or Video Doorbell for longer than 90 days.

#### **In relation to the monitoring of individuals you agree:**

- that the Verisure and Arlo Cameras and associated services are intended to be used only for the detection and notification of burglaries, fires, floods and other security threats to your premises;
- not to use the Services or the Verisure or Arlo Cameras for monitoring the movements and activities of people who are lawfully on your premises;
- not to move the placement of deterrent/warning signs put up by Verisure;
- in particular, that if you move a moveable camera (e.g. for re-charging or replacing batteries), you must replace it in the same position and direction as when initially installed by Verisure;
- applicable laws may prohibit the live monitoring, recording and storage of words spoken between people. If breached, such laws may expose you to personal liability or criminal sanctions, and may apply to, for example, listening in to private conversations and more generally in relation to the processing of personal data and to respecting the private lives of individuals.

You acknowledge and agree that:

- it is your sole responsibility to comply with applicable laws;
- Verisure is not liable for your use of data to which you have access and / or non-compliance with legal obligations, including with regard to the consent or provision of information to third parties;
- that you are responsible for the recording, storage and use of Image Data in Comfort Mode, or on any memory card installed on a Verisure or Arlo Camera or Video Doorbell; and
- that Verisure is not responsible for how you use the Image Data.

You agree to contact customer support immediately about any loss or damage to the Verisure or Arlo Cameras or Video Doorbell. You are responsible for such loss or damage, however caused. We will charge you for any loss or damage to the Verisure or Arlo Cameras or Video Doorbell.

#### **You must report:**

- any fault or incident that is detected in the Verisure or Arlo Cameras or Video Doorbell
- any loss of, or theft of, any mobile device used to control or access images/sounds/videos of the premises; and
- if someone other than an authorised person gains access to the images and/or audio recorded by the Verisure or Arlo Cameras and/or Video Doorbell; as soon as possible.

## **Schedule 9**

### **THIRD PARTY PAYMENT PLANS**

#### **Eligibility for Payment Plans**

Verisure may permit the use of an independent third-party financing plan to pay the upfront Setup and Connection Fee, and your application to obtain the financing plans offered by such third party will be subject to its selection and approval procedures.

If approved, you will be required to enter into an additional contract directly with the third-party financing company which may be subject to additional fees. They will provide you with full details of the

additional terms and fees that will apply.

The third-party company may set a maximum amount for financing the Setup and Connection Fee. If the maximum amount provided by the financing company is less than the Setup and Connection Fee payable, you will be required to pay any such excess on completion of setting up and connection of the System.

**Additional Terms**

Verisure expressly disclaims any responsibility or liability for any issues arising from the third-party selection, approval, and processing procedures, including their processing of personal data. By using the third-party services, you acknowledge and agree that Verisure shall not be held liable for any damages, losses, or expenses incurred by you in relation to the third-party's services.

Any disputes, claims, or complaints regarding the third-party financing services shall be resolved directly with them. In the event of any conflict or inconsistency between the terms and conditions hereof and the third-party's terms and conditions, the terms and conditions set forth in this Agreement shall prevail.

Schedule 10  
MODEL CANCELLATION FORM

To Verisure Services (UK) Limited, Q12, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE12 8BU: I/We\* hereby give notice that I/We\* cancel my/our\* contract for the supply of the following service (\*delete as appropriate):

Ordered on*/received on*	
Name of consumer(s)	
Address of consumer(s)	
Signature of consumer(s)	
Date	

Schedule 11  
PROCESSING OF PERSONAL DATA

ANNEX I (A)

INSTRUCTIONS

**1. PROCESSING OF PERSONAL DATA**

**1.1 Purpose of processing.**  
In order to enable the **convenience use** and allow for **user content** as part of Verisure's **Services**, we will process personal data by transmitting it from the **Equipment** to the **App** and/or **User Account**.

**1.2 Subject-matter of the processing.**  
The subject-matter of the processing is the provision of Verisure's **Services**, which include the **Convenience use** and the possibility to create **User Content**.

**1.3 Categories of personal data.**  
Depending on the **services** and **equipment** that you have chosen, we shall collect and process the following categories of personal data:  
(a) livestream;  
(b) still pictures;  
(c) video recordings; and  
(d) audio recordings.

**1.4 Categories of data subjects.**  
The content collected by your active use of the **services** entail that we shall process the personal data of those individuals present in the **protected property**.

**1.5 Processing activities (nature of the processing).**  
The **convenience use** and **user content** include functionalities such as:  
(a) live view streaming;  
(b) continuous video recording;  
(c) recording of video, photo or audio;  
(d) video doorbell; and  
(e) smart door lock.

**1.6 Transfer to third countries.**  
Verisure does not currently transfer data to third countries. We store your data in the European Economic Area (EEA) or in countries with an appropriate level of data protection. These countries have laws equivalent to those of the United Kingdom regarding your information.  
If we disclose your information to companies established outside (i) the EEA or (ii) countries with an appropriate level of data protection, we contractually require these companies to process your information on similar terms to us. In such situations, we will ensure that the information transferred is protected. Upon request, we can provide you with further information regarding any transfer.

**1.7 Duration.**  
Not applicable.

**2. TECHNICAL AND ORGANISATIONAL SECURITY MEASURES.**  
Cybersecurity is a key topic for Verisure, and we are continuously investing in advancing this function and ensuring we adapt to the evolving threats landscape. Our commitment to cybersecurity means constantly staying ahead of emerging risks and vulnerabilities. Through rigorous monitoring, encryption, penetration testing, stringent access control, employee awareness and continuous improvement of our systems, we strive to strengthen our defences against data breaches. Upon request, we can provide you with further information regarding any transfer.

ANNEX I (B)

LIST OF APPROVED SUB-PROCESSORS

We are entitled to engage the following sub-processors for the processing of personal data on behalf of the data controller, further to section 14.5 and Annex I.

Name of sub-processor	Company registered details	Description of the sub-processing	Location for the processing of personal data (country)
AWS	Amazon Web Services EMEA SARL is 38 Avenue John F. Kennedy, L-1855 Luxembourg.	Cloud storage, cloud computing	EEA
Azure	Microsoft Iberica S.R.L. Paseo Del Club Deportivo 1, Centro Empresarial La Finca, Edificio 1. 28223 Pozuelo de Alarcón, Madrid. Spain. VAT Number: ESB78603495	Cloud storage, cloud computing	EEA
Oracle Cloud	Oracle Ibérica, S.R.L. Paseo de la Castellana, 81 28046 Madrid (MADRID), España NIF: B-78361482. Reg. Merc. Madrid Tomo 9629, Folio 28, Hoja M-51948	Cloud Storage	EEA
Arlo EU	Arlo EU is a Verisure Company. Arlo Technologies is our US partner from which we order a number of services	Cloud Storage for our customers who use Orion and Aquilla cameras or Arlo cameras through Verisure subscription	EEA

These sub-processors may change from time to time. Upon request, we can provide you with further information regarding our sub-processors.

ANNEX II - JOINT CONTROLLER ARRANGEMENT

This ANNEX II – JOINT CONTROLLER ARRANGEMENT (this “**Joint Controller Arrangement**”) constitutes an appendix to and forms an integral part of the **Agreement**, which applies when Verisure provides **Services** and **Equipment** to you via the **System**.

Verisure and you are hereinafter each referred to as a “party” and jointly as the “parties”.

## 1. BACKGROUND

The **parties** have entered into the **Agreement** which includes the provision of Verisure’s **Service(s)** to you. Under the **Service(s)**, the **parties** will process certain personal data for purposes and means jointly decided by the **parties**, as further described in Section 3 below.

The purpose of this **Joint Controller Arrangement** is to document the **parties’** arrangement on the allocation of the **parties’** respective responsibilities in a contract for compliance with the obligations under the **UK GDPR** when acting as joint controllers. However, if you are subject to the household and personal data exemption in the **UK GDPR** as explained in section 14.4 of the **Agreement**, we will be the sole data controller and this Joint Controller Arrangement does not apply.

## 2. DEFINITIONS

The terms in this **Joint Controller Arrangement** shall have the same definition attributed to them as in the Agreement if not expressly defined herein. In addition, the terms in this **Joint Controller Arrangement** shall be interpreted in accordance with the **UK GDPR**, unless otherwise specified.

## 3. JOINT CONTROLLERS

This **Joint Controller Arrangement** sets out the respective obligations of the **parties** relating to the joint processing of personal data under the **Service(s)**.

a. **Purpose.** The purpose(s) of the processing is to (i) monitor the premises through the **Service(s)** in order to ensure the safety and security of you as our customer and other individuals by enabling the **Service(s)**, and (ii) to share personal data in the forms of live view streaming, CVR, recording of video, photos or audio of an incident directly with you through the **App** in order to manage and follow up an **alarm signal**.

b. **Subject matter.** The Verisure **Equipment**, such as the control panel, movement detector, voice panel, cameras, fire alarm, etc., collect personal data passively and continuously as well as when the **Service** is activated by sending signals to Verisure in order to allow for the triggering of a **Security Signal** when necessary. In case the collected signals trigger an alarm event, the alarm event is queued to the Verisure’s ARC and the Verisure’s **Equipment** begin collecting personal data in the forms of images and audio. Depending on your choice of Verisure **Equipment**, the collected personal data may also be shared directly with you through the My Verisure **App**.

The **parties** agree that they shall be considered joint controllers for the processing of personal data regarding the collection and intake of personal data from Verisure’s **Equipment** for the provision of the ARC Alarm Management Service as well as when Verisure shares the personal data directly with you through the **App** in order to manage and follow up an **alarm signal**.

c. **Categories of personal data.** The processing includes personal data in the form of signals from Verisure’s **Equipment**, such as alarm logs, as well as, in case of an alarm event, images, video and audio that may include personal data if the data subject is present when the alarm is triggered. When personal data is collected by sending signals to Verisure, no personal data in the form of images or audio is collected by the Verisure’s **Equipment**.

d. **Categories of data subjects.** The categories of data subjects include individuals present in the monitored area.

## 4. OVERALL DISTRIBUTION OF RESPONSIBILITIES

Each party shall fulfil its own regulatory obligations under the **UK GDPR**, unless otherwise specified in this **Joint Controller Arrangement**. You shall ensure that you comply with any legal obligations regarding alarm monitoring.

## 5. GENERAL DATA PROTECTION PRINCIPLES AND LEGAL BASIS FOR THE PROCESSING

The **parties** are separately responsible for complying with the principles of processing personal data as set out in Article 5 of the **UK GDPR**.

The **parties** may not process personal data under this **Joint Controller Arrangement** for any other purpose than the purpose jointly defined by the **parties**, unless required to do so by UK law to which the **party** is subject. For the avoidance of doubt, this does not limit your use of personal data for Convenience use and/or User content.

Notwithstanding the foregoing, Verisure may further process the personal data for the subsequent purposes set out in Verisure’s privacy notices relating to the processing of personal data for the provision of the services and other related legitimate processing purposes. You may further process personal data for your own purposes to protect your own interests such as to provide the personal data to your insurance company, to the police authority or to other governmental authorities in criminal or civil proceedings within the UK. The legal basis for the processing by Verisure shall be its legitimate interest. You are responsible for ensuring that you have a legal basis for the processing of personal data and that the legal basis is documented.

## 6. RIGHTS OF DATA SUBJECTS

According to the **UK GDPR**, the data subjects have a number of rights in relation to the **parties**, including:

- information obligation when collecting personal data from the data subject (Article 13);
- information obligation when personal data have not been collected by the data subject (Article 14);
- right of access by the data subject (Article 15);
- right to rectification (Article 16);
- right to erasure (“right to be forgotten”) (Article 17);
- right to restriction of processing (Article 18);
- notification obligation regarding rectification or erasure of personal data or restriction of processing (Article 19);
- right to data portability (Article 20); and
- right to object (Article 21).

## 7. DISTRIBUTION OF RESPONSIBILITIES

The **parties** are responsible for assisting each other to the extent that this is relevant and necessary for them to comply with the obligations towards the data subjects. You shall inform the data subjects about the joint processing of personal data and Verisure’s subsequent processing of personal data by referring to Verisure’s Privacy Notice for Business customer’s data subjects, available at <https://www.verisure.co.uk/privacy-notice>.

Verisure is responsible for handling data subject requests regarding the rights as set out in Section 6. Both **parties** are responsible to ensure that it is completely clear to the data subjects that Verisure serves as the point of contact for the exercise of the data subject rights.

Irrespective of the content of the arrangement as set out in this section, the data subject may contact either of the parties to exercise his or her rights in accordance with Article 26(3) of the **UK GDPR**.

## 8. SECURITY MEASURES

The **parties** are responsible for complying with Article 32 of the **UK GDPR** concerning security of processing. This means that each **party** shall take appropriate technical and organisational measures to ensure a level of security proportionate to the risk, taking into account the current technical level, the implementation costs and the nature, extent, coherence and purpose of the processing concerned, as well as the risks of varying probability and seriousness of the rights and freedoms of natural persons.

Each **party** shall comply with the requirement to ensure privacy by design and privacy by default under Article 25 of the **UK GDPR**.

## 9. DATA PROCESSORS AND SUB-PROCESSORS

Verisure is entitled to use data processors and sub-processors in connection with the joint processing under this **Joint Controller Arrangement**. In such case, Verisure shall comply with the requirements under Article 28 of the **UK GDPR**.

Verisure shall inform you, upon request, of whether the personal data is processed by data processors and, if relevant, sub-processors.

## 10. DATA PROCESSING RECORDS

Each **party** shall be obliged to maintain a record of processing activities in compliance with Article 30 of the **UK GDPR**.

## 11. NOTIFICATION OF PERSONAL DATA BREACHES

The **parties** are responsible to observe Article 33 of the **UK GDPR** concerning notification of a personal data breach, relating to the processing under this **Joint Controller Arrangement**, to the supervisory authority. Upon becoming aware of such personal data breach, the party affected by the personal data breach shall notify the other party without undue delay. The **party** affected by the personal data breach shall then, in consultation with the other **party**, take the necessary measures to fulfil the requirements under Article 33 of the **UK GDPR**. The **parties** are responsible for assisting each other to the extent that this is relevant and necessary for the **party** affected by the personal data breach to comply with the obligations under Article 33 of the **UK GDPR**.

You are responsible to communicate a notification of a personal data breach, relating to the processing under this **Joint Controller Arrangement**, to the data subjects in accordance with Article 34 of the **UK GDPR**. Verisure is responsible for assisting you to the extent that this is relevant and necessary for you to comply with the obligations under Article 34 of the **UK GDPR**.

## 12. DATA PROTECTION IMPACT ASSESSMENTS

The **parties** are responsible to observe the requirements in Article 35 of the **UK GDPR** concerning data protection impact assessments. This means, that the **parties**, where a type of processing, in particular using new technologies and taking into account the nature, scope, context and purposes of the processing, is likely to result in a high risk to the rights and freedoms of natural persons, shall, prior to the processing, carry out an assessment of the impact of the envisaged processing operations on the protection of personal data or to document that such an assessment is not necessary.

The **parties** are responsible to observe the requirement in Article 36 of the **UK GDPR** concerning prior consultation with the supervisory authority, when appropriate, and shall consult with each other prior to any contact with the supervisory authority.

## 13. THIRD COUNTRY TRANSFERS

The parties have jointly agreed that Verisure may decide to transfer personal data to third countries. In such case, Verisure is responsible to observe the requirements of Chapter 5 in the **UK GDPR**.



#### 14. CONTACT AND AVAILABILITY

Verisure acts as the point of contact for data subjects in relation to this **Joint Controller Arrangement**.

#### 15. INFORMATION TO THE OTHER PARTIES

The parties shall inform each other about significant matters that affect the joint processing and this **Joint Controller Arrangement**.

#### 16. ENTRY INTO FORCE AND TERMINATION

This **Joint Controller Arrangement** is valid for the duration of the joint processing of the personal data under the **Joint Controller Arrangement**.

#### 17. LIABILITY AND CONFLICT

Each **party** shall indemnify and hold the other **party** harmless from all claims, sanctions, damages, expenses (including reasonable attorney's fees) and direct losses arising out of or relating to any failure by that **party** and/or a person or company authorised by that **party** to process personal data to comply with the provisions of this **Joint Controller Arrangement**.

#### 18. APPLICABLE LAWS AND DISPUTE RESOLUTION

The provisions regarding applicable laws and dispute resolution in the contract apply also to this **Joint Controller Arrangement**.

#### 19. MISCELLANEOUS

This **Joint Controller Arrangement** constitute an integral part of the contract. In case of any conflict between this **Joint Controller Arrangement** and the contract, the **Joint Controller Arrangement** shall prevail between the parties to the extent of such conflict or inconsistency.

### Schedule 12 BEYOND SIGHT™ - terms and conditions

If you have subscribed to Beyond Sight™ as part of your Services, this schedule applies to you and the Services Verisure provides/will provide to you during the course of this Agreement.

The Verisure Alarm Receiving Centre can optimise the verification procedure during an Incident using Beyond Sight™ where Beyond Sight™ forms part of your services package. Beyond Sight™ is a feature that uses advance analysis of Wi-Fi signals to support the detection of movement of a person in the monitored area even if it is not within the field of view of the image motion sensors. Beyond Sight™ is a supporting measure included in certain Verisure service packages and is never decisive for assessing alerts or notifying the emergency services. Signals through Beyond Sight™ are only available to the Verisure Alarm Receiving Centre after an alarm trigger and it is not visible to or useable by you.

#### Suitability and functionality of Beyond Sight™

We cannot guarantee that Beyond Sight™ services will be compatible with your premises therefore, once installed, we will conduct tests to validate the Beyond Sight™ functionalities and confirm if they are available to you. You must allow us to conduct and complete this test.

Once the test has been completed, if it is found that Beyond Sight™ is not available for your premise, we will notify you, deactivate the service, refund any charges that may have been paid by you in relation to Beyond Sight™ and remove Beyond Sight™ from the Services under this Agreement.

If Beyond Sight™ is confirmed to be available for your premises, you will be charged the applicable monthly fee for the associated service as stated in the Agreement.

Beyond Sight™ may not be able to cover all the areas of the premises. The functioning and accuracy of Beyond Sight™ depends on, amongst other things, the number of motion sensors in place, their position within the monitored area and specific features of the monitored area (e.g. wall thickness).

#### Liability

Verisure is not liable for any damage or loss resulting from whether or not signals obtained through Beyond Sight™ are followed up, and/or whether or not signals obtained through Beyond Sight™ are communicated to you or third parties, including emergency services. Beyond Sight™ is a supporting measure and is never decisive for assessing alerts.

### Schedule 13 LOCKGUARD - terms and conditions

If your alarm System includes a Lockguard device, this schedule applies to you.

The connected Lockguard may be installed subject to technical compatibility with the existing door and lock at your premises. For the Lockguard to function correctly on your door, calibration is required during the installation and after a battery change.

#### Important battery replacement information

When required, you may replace the batteries by yourself with support from Verisure.

For safety reasons:

- (i) only use batteries recommended/provided by Verisure for the Lockguard device;
- (ii) never mix batteries from different manufacturers or brands; and
- (iii) never mix new and used batteries in the same lock.

#### Your responsibilities

You must keep your original lock cylinder (the one replaced by the connected Lockguard) in a safe place for an unlimited period. Verisure is under no obligation to remove the connected Lockguard (including its cylinder) at the end of this Agreement.

If an automatic locking feature is offered in the My Verisure App and you decide to activate it, please be advised that the connected Lockguard will be automatically locked at the end of the time pre-configured by you or as soon as the door on which the Lockguard is installed is closed, regardless of whether the alarm System is armed or not. Further, if you do not have a handle on your door and you are unlocking your door remotely, always ensure that there is someone you trust by the door, as the door may open by itself when unlocked due to, for example, weather conditions and this may result in you being unable to close the door again remotely.

You acknowledge that Lockguard will not be able to detect and hence update the My Verisure App with the equivalent status if a physical key is used to unlock the door. To avoid this, use the My Verisure App (or Outdoor Pad if applicable) to control the alarm and Lockguard.

#### 5 Keys

The connected Lockguard is delivered with 5 keys enabling you to open the lock mechanically without having to use one of the digital means of locking or unlocking. Verisure recommends that you and all persons you authorise to unlock the connected Lockguard, always carry a mechanical key with them. An additional charge is payable should you require any additional keys. Verisure will not be held liable for any damage resulting from the opening of the Lockguard if you or other authorised users do not have a key.

You will also be given a "property card" which is intended to enable the keys delivered with the connected Lockguard to be duplicated. You must keep the "property card" in a safe place. Verisure expressly informs you, and you acknowledge, that Verisure is unable to reproduce the keys associated with the connected Lockguard. The replacement or reproduction of a key is at your own expense.

#### Insurance

You are responsible for checking the compatibility of the connected Lockguard and the external Outdoor Pad (as applicable) with any requirements of the insurance policy you have contracted for the premises being monitored. Verisure will not be held liable for any financial or other consequences you incur as a result of your insurance company's refusal of compensation or increase in insurance premium, or payment of an excess, etc., due to the Lockguard being unsuitable for the requirements of your insurance policy.

#### Alarm Receiving Centre services

With regards to Verisure's Alarm Receiving Centre's unlocking service in the event of an emergency, you confirm that:

- (i) we may remotely unlock the door to the premises via the alarm System in accordance with the relevant Service description in this schedule;
- (ii) it is your responsibility to ensure that the door is locked or secured after an Incident; and
- (iii) we will not be responsible for any loss or damage (including without limitation claims from third parties) or any other consequences resulting from us remotely unlocking the door in accordance with the relevant Service description.

You expressly authorise Verisure's Alarm Receiving Centre to unlock the connected Lockguard for Registered Contacts, law enforcement and/or emergency services (fire brigade, ambulance, etc.) when they are alerted in the event of an Incident in order to facilitate their intervention. After their intervention, depending on the information communicated by Registered Contact, law enforcement and/or emergency services, Verisure's Alarm Receiving Centre will remotely lock the connected Lockguard whenever possible. You understand and accept that Verisure is not obliged to take these measures and shall do so where, in its reasonable opinion, it is necessary and possible.

#### Emergency locksmith

Verisure may arrange for the attendance of an emergency locksmith where you are unable to access your premises due to you being unable to open the Lockguard. You acknowledge and agree that:

- (a) if you are unable to open the Lockguard by any means, through no fault of your own, due to a fault in the Lockguard where the My Verisure App is unavailable and our customer support team are unable to assist you, Verisure will organise the attendance of an emergency locksmith at a reasonable time and cover the cost of the attendance.
- (b) if you are unable to access your premises due to reasons unrelated to Verisure (for example, forgetting your keys, not having the My Verisure App, as a result of an incident), you may contact a locksmith yourself or choose to instruct Verisure to arrange for the assistance of an emergency locksmith. If you choose to instruct Verisure to provide this service, an additional charge of £150 is payable together with the costs of any emergency lock supplied and the replacement of the Lockguard.

### Schedule 14 CAMERA STREAMING - terms and conditions

If you have subscribed to Camera Streaming as part of the Services, this schedule applies to you.

Camera Streaming is video feature available for our photo passive infrared radiation ("PIR") cameras from the Moonshot suite of devices ("Orions") which provide visual content with audio to you. It allows you to stay connected to your protected premises by providing access to real-time visuals.

#### Responsible use of the service

In relation to the monitoring of individuals, you agree to use the service responsibly and in accordance with applicable law. Applicable laws may prohibit the live monitoring, recording and storage of words spoken between people. If breached, such laws may expose you to personal liability or criminal sanctions, and may apply to, for example, listening in to private conversations, more generally in relation to the processing of personal data and respecting the private lives of individuals.

You acknowledge and agree that:

- it is your sole responsibility to comply with applicable laws;
- Verisure is not liable for your use of data to which you have access to and/or your non-compliance with legal obligations, including with regards to the consent or provision of information to third parties;
- you are responsible for the recording, storage and use of Image Data; and
- Verisure is not responsible for how you use the Image Data.

You agree to contact customer support immediately about any loss or damage to the Verisure or Arlo Cameras or Video Doorbell. You are responsible for such loss or damage, however caused. We will charge you for any loss or damage to the Verisure or Arlo Cameras or Video Doorbell.

You must report:

- any fault or incident that is detected in the Camera Streaming service;
- any loss of, or theft of, any mobile device used to control or access images/sounds/videos of the premises; and

- if someone other than an authorised person gains access to services;  
as soon as possible.

**Access by the Alarm Receiving Centre**

This feature is also accessible to Verisure's Alarm Receiving Centre but only in limited circumstances where Verisure requires visuals of the premises in order to respond to a Security Alert generated by the System. In these circumstances, Verisure's Alarm Receiving Centre will access the visuals generated by Camera Streaming enabling us to gain the information required to verify whether a Security Alert is the result of a real incident.

**Required internet connectivity**

The functioning of this feature is dependent on the quality of the internet connectivity provided by your internet service provider and therefore there may be occasions where access to footage is limited. Where you are unable to access streaming due to your internet connectivity, this does not amount to a fault in the Services and therefore we will not be obliged to attend the premise to provide any call-out services to address the issue. In these circumstances you are advised to contact your internet service provider for assistance.