

**Texecom Limited****Texecom Cloud Services – Installer Portal Terms**

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

**1 Definitions**

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

<b>Account Data</b>	means all information and materials posted, generated or uploaded onto the TCS Installer Portal by you or anyone on your behalf (including, without limitation, where you instruct us to do the same) but excluding Customer Data;
<b>Branding</b>	means your name, trade mark, trading style and/or logo;
<b>Customer Data</b>	means all information and data relating to any Customer on your Portal Account, which you upload, input or generate in relation to that Customer, including (without limitation), any configuration or log data, or any data relating to videos and images via the Customer CIEs and any data relating to any events or configurations made to Customer CIEs;
<b>Corporate Customer</b>	means any customers to whom you provide Customer Services relating to the TCS Installer Portal and Services who contract with you as a corporate entity;
<b>Household Customer</b>	means any customers to whom you provide Customer Services relating to the TCS Installer Portal and Services who contract with you in a personal capacity;
<b>Customers</b>	means your Corporate Customers and Household Customers;
<b>Customer CIE</b>	means Control and Indicating Equipment (including, without limitation, alarm control panels) assigned to a Customer on your Portal Account and <b>Customer CIEs</b> shall be construed accordingly;
<b>Customer Services</b>	means the alarm and security system installation and maintenance services you provide to your Customers;
<b>Data Protection Legislation</b>	means:  (a) the UK Data Protection Legislation;

- (b) any other European Union legislation and regulatory requirements which apply to a party relating to the processing of personal information;
- (c) the South African Protection of Personal Information Act, No 4 of 2013; and
- (d) any other applicable laws relating to the processing of personal information,

which are in force from time to time and any replacement legislation coming into effect from time to time;

**Employee Account**

has the meaning given to it in section 4.6;

**Fees**

all fees, charges and costs that we will charge you for provision of the Services as set out in Schedule 1 or otherwise agreed with you in accordance with section 2.7;

**GDPR**

the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

**Insolvency Event**

you are placed in business rescue or you suspend, or threaten to suspend, payment of your debts or you are unable to pay your debts as they fall due or you admit inability to pay your debts or (being a company or limited liability partnership) you are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or of section 345 of the South African Companies Act No 61 of 1973, or you are financially distressed as contemplated in section 128 (1) of the South African Companies Act No 71 of 2008 or (being an individual) you are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 (being a partnership) any of the foregoing apply applies to any member of the partnership, or you commit an act of insolvency as contemplated in section 8 of the South African Insolvency Act No 24 of 1936;

**Installer Administrator**

has the meaning given to it in section 4.3;

**Intellectual Property Rights**

any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business

	names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, source code, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature;
<b>Losses</b>	means all losses, liabilities, fines, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements, tracing fees and costs of investigation, litigation, settlement, judgment, interest and penalties;
<b>Portal Account</b>	has the meaning given to it in section 4.3;
<b>Portal Content</b>	means all information and material that we have posted, generated or uploaded onto the TCS Installer Portal including, without limitation, the User Guide and technical specifications;
<b>Services</b>	has the meaning given to it in section 2.3;
<b>SmartCom Device</b>	means the intelligent communicator which can connect a Customer's Premier Elite control panel to a local area network, also known as the "Texecom Connect SmartCom";
<b>TCS Installer Portal</b>	has the meaning given to it in section 2.1;
<b>Terms</b>	has the meaning given to it in section 2.1;
<b>Texecom Connect</b>	means the Texecom app (version 2.0 and above) which allows Customers to exercise basic control over their Control and Indicating Equipment;
<b>Texecom Pro</b>	means the Texecom app we make available to you and/or your personnel and/or sub-contractors to assist with the provision of Customer Services to your Customers;
<b>UK Data Protection Legislation</b>	all applicable data protection and privacy legislation in force in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
<b>User Guide</b>	means the guidance, documentation and media files made available to you via the TCS Installer Portal or our Website, which sets out information relating to your use of and access to the TCS Installer Portal and

the Services (which we may update from time to time);

**Valid Transfer Mechanism**

means: a) where your business is based in Europe, a mechanism governing the transfer of personal information outside of the European Union which is recognised by the European Commission as providing adequate protection for personal information, including (without limitation) transfers to countries that have been designated as adequate by the European Commission, use of model contract clauses approved by the European Commission, use of approved binding corporate rules and reliance on Privacy Shield certification (for transfers to the USA), and b) where your business is based in South Africa, a mechanism governing the transfer of personal information outside of South Africa, which is recognised in terms of international standards as providing adequate protection for personal information;

**Website**

means <https://www.cloud2.texe.com/> or such other website as notified to you from time to time.

- 1.2 References to "**personal information**" in these Terms shall have, as the context requires, either:

- 1.2.1 the meaning given to it in the South African Protection of Personal Information Act, No 4 of 2013 and any replacement legislation coming into effect from time to time; or
- 1.2.2 the meaning given to the term "personal data" in the UK Data Protection Legislation.

**2 These Terms**

- 2.1 These terms (including the Schedules hereto) (**Terms**) regulate the relationship between Texecom Limited and you in relation to your use of the TCS Installer Portal. The **TCS Installer Portal** is our cloud-based service, which enables you to manage your Customer CIEs and build management solutions via a remote connection to the cloud via our website (or by any other method we may make available in the future, including via a browser or Apps for tablet and smartphone).
- 2.2 The TCS Installer Portal is provided for use by alarm installation businesses to provide services to their customers. You may only use the TCS Installer Portal if you operate a professional alarm installation business.
- 2.3 These Terms govern the services we provide to you via the TCS Installer Portal (together the **Services**), which shall include:
- 2.3.1 capabilities that allow you to configure, manage and maintain Customer CIEs;
- 2.3.2 functionality that allows you to perform diagnostics and health-checks and obtain reporting on certain functions of your Customer CIEs;
- 2.3.3 functionality that allows you to link your Customer's Texecom Connect to their alarm control panel, as set out in section 8;
- 2.3.4 the ability to log requests with us to apply your Branding onto certain items of Control and Indicating Equipment, as set out in section 9; and

- 2.3.5 any documentation, information (including Portal Content), assistance and support services we may provide regarding your use of the TCS Installer Portal.
- 2.4 Further information relating to the Services is available in our User Guide.
- 2.5 You may access the TCS Installer Portal and our basic Services free of charge. We offer paid membership tiers, which include access to other functionality and Services. Please note that certain Services and functionality are only available with paid membership tiers. Please refer to our Website for further details on the membership options available to you.
- 2.6 We may offer you additional products and services in the future. Additional products and services may be subject to separate terms and conditions and Fees, which we will make available to you separately, where applicable.
- 2.7 We may change any of our Terms at any time without prior notice to you. Where we change any of our Terms, we will inform your Installer Administrators at login and will require your Installer Administrators to accept the revised Terms before accessing the TCS Installer Portal. We may also inform you of changes to our Terms via email to your Installer Administrators.
- 2.8 We recommend that you print a copy of these Terms for your future reference.

### **3 About us**

- 3.1 We are Texecom Limited, a company incorporated in England and Wales (registered number 02084170) and whose registered office is at Bradwood Court, St Crispin Way, Haslingden, Rossendale, Lancashire BB4 4PW (**we, us, our, Texecom**). We are a private limited company and our UK VAT number is GB 486 104 937.
- 3.2 To contact us in relation to the Services, please contact us via the following email address: support@texe.com or telephone number: 01706 234 800

### **4 Accessing the TCS Installer Portal**

- 4.1 The TCS Installer Portal works with:
  - 4.1.1 Premier Elite panels version 2.11 and above in conjunction with COM-IP or COM-Wifi; and
  - 4.1.2 Premier Elite panels version 4.01 and above in conjunction with Texecom Connect SmartCom.
- 4.2 You are responsible for making all arrangements necessary for you to have access to our TCS Installer Portal.
- 4.3 Before you can access the TCS Installer Portal, you will be required to register an account with us (**Portal Account**). You (or an authorised officer or a representative on your behalf, where you are a limited company or partnership) must register the Portal Account and provide details of one or more administrators who will manage your use of the TCS Installer Portal (each an **Installer Administrator**).
- 4.4 You must provide information which is complete, accurate, up-to-date and not misleading. We may rely on any information provided by you so it is important you comply with this requirement. You must tell us promptly about any changes to the information that you have provided to us.
- 4.5 You must treat user names and passwords for the TCS Installer Portal as confidential. You shall ensure that you take measures to keep user names and passwords secure, including (without limitation) by ensuring that:

- 4.5.1 no passwords are stored in your browser;
  - 4.5.2 you do not use password caching solutions on browsers; and
  - 4.5.3 unless otherwise permitted in accordance with section 4.6, you do not disclose user names or passwords to any third party, including any of your personnel or sub-contractors.
- 4.6 You may add accounts for your personnel and/or sub-contractors (**Employee Accounts**) as additional users of the TCS Installer Portal (**Users**) in accordance with our User Guide, provided that you comply with the following conditions:
- 4.6.1 you ensure that a separate Employee Account is created for each User and that Employee Accounts are not shared between Users;
  - 4.6.2 you are responsible for ensuring that each User complies with these Terms (in particular, but without limitation, section 4.3, section 4.5 and section 13):
  - 4.6.3 you are responsible for ensuring that each User has an appropriate level of access to the Customer CIEs (as agreed between you and any Customer); and
  - 4.6.4 you are responsible for ensuring that a User's Employee Account is deleted from the TCS Installer Portal if the User no longer requires access to the TCS Installer Portal and/or leaves your business.
- 4.7 If you know or suspect that anyone other than you (and, where applicable, the relevant User) knows a user name and/or password for a Portal Account or Employee Account, you must notify us immediately using the contact details set out at section 3.2. You shall immediately take steps to remove, disable or change the password of the Portal Account or Employee Account affected.

## 5 Updating the TCS Installer Portal

- 5.1 We reserve the right to update the TCS Installer Portal from time to time, and may change the Portal Content at any time (including removing Portal Content and/or functions or features of the TCS Installer Portal).
- 5.2 Whilst we will use reasonable endeavours to update relevant content, any of the Portal Content may be out of date at any given time, and we are under no obligation to update such material.
- 5.3 Where you access the TCS Installer Portal via a web browser, updates will be applied automatically and will appear when you access the TCS Installer Portal. If we provide the TCS Installer Portal via another medium (e.g. App or in-product web server), you will be responsible for ensuring that you are using an up-to-date version of the TCS Installer Portal and that you download any updates we may make available to you from time to time. We have no obligation to support older versions of the TCS Installer Portal.

## 6 Updating SmartCom Devices

- 6.1 Active SmartCom Devices are connected to our network to enable you to manage Customer CIEs via the TCS Installer Portal. We reserve the right to make updates and/or upgrades to the software and firmware on connected SmartCom Devices from time to time without prior notice, including (without limitation) for security reasons and/or where corresponding updates have (or will be) made to the TCS Installer Portal in accordance with section 5.

## 7 Services and support

- 7.1 You may upgrade your membership tier for your Portal Account and/or add additional Customer CIEs to your Portal Account via the TCS Installer Portal, subject to paying the additional Fees as set out in Schedule 1.
- 7.2 Where you no longer provide Customer Services to a particular Customer, you shall use the functionality on the TCS Installer Portal to delete that Customer's associated Customer CIE(s) from your TCS Installer Portal, following which we will remove your access to data and functionality relating to such Customer CIE(s).
- 7.3 You may contact us with support queries relating to the TCS Installer Portal and other Services during working hours using the contact information provided in the User Guide. We will use reasonable endeavours to respond to such queries, but we do not offer guaranteed responses or resolution times.
- 7.4 We may restrict, suspend or withdraw the availability of all or any part of the TCS Installer Portal or our other Services for business and operational reasons. We will try to give you reasonable notice of any such suspension or withdrawal.

## 8 Texecom Connect and Texecom Pro

- 8.1 We will provide you with the functionality on your TCS Installer Portal to link a Customer's alarm control panel to Texecom Connect (**Customer Connection**). Where you request a Customer Connection on the TCS Installer Portal:
- 8.1.1 you will need to provide:
- (a) your Customer's email address; and
- (b) the panel user code you have generated from your Customer's alarm control panel, to enable such panel to be added to your Portal Account;
- 8.1.2 once you have provided this information, we will then send your Customer an email on your behalf, asking your Customer to verify their email address and create a password; and
- 8.1.3 in order to enable the Customer Connection, on downloading Texecom Connect onto their device, your Customer will be prompted to enter their email address, password and the panel user code you have provided to them.
- 8.2 You may also request Customer Connections on Texecom Pro (subject to accepting the separate terms and conditions which apply to your use and access of Texecom Pro).
- 8.3 With certain membership tiers, we may provide you with the functionality on the TCS Installer Portal to withdraw, suspend or restrict the Customer Connection or the Customer's access to Texecom Connect (**Restriction**). You should always ensure that you exercise the foregoing rights in accordance with the terms of your Customer Contract (as defined in section 10.1.4 below). Texecom shall not be liable to you or any of your Customers for any Restriction you impose on your Customer.
- 8.4 Where you impose a Restriction which withdraws the Customer Connection, that Customer and its alarm control panel will cease to be linked to your Portal Account.

## 9 Branding Services

- 9.1 You may upload your Branding and request us to apply your Branding onto certain physical items of Texecom hardware through the TCS Installer Portal (**Hardware Branding Design Service**).
- 9.2 Whilst our Hardware Branding Design Service is provided free of charge, your purchase of any hardware and the labels themselves will be subject to our separate

terms and conditions of sale (available at: <https://www.texecom.com/Texecom%20Standard%20Terms%20and%20Conditions%20of%20Sale.pdf>) and any related fees for such hardware and labels.

- 9.3 If you have Gold membership with us, you may co-brand your Customer's Texecom Connect app with your Branding.

## **10 Your Obligations to Customers**

### **10.1 You shall:**

- 10.1.1 provide appropriate privacy notices to Customers to ensure that they understand how their personal information will be processed by Texecom;
- 10.1.2 not, without our prior written consent, make or give any representations, warranties, promises or other statements to Customers or any other parties concerning the Services and/or the TCS Installer Portal and/or any other of our products and/or services which are not contained in our marketing material;
- 10.1.3 not, without our prior written consent, produce any marketing material for the Services and/or the TCS Installer Portal and/or any other of our products and/or services, or use our name, logo or trade marks on any marketing material for the same;
- 10.1.4 ensure that you have a valid and legally binding contract with each Customer for the provision of Customer Services (**Customer Contract**), which includes:
  - (a) a description of how you will manage the Customer CIE(s), including (without limitation) in your use of the TCS Installer Portal;
  - (b) where applicable, a description of your rights to withdraw, suspend or restrict the Customer's access to Texecom Connect in specific circumstances (for example, where the Customer has failed to pay you any applicable fees for Customer Services);
  - (c) data protection obligations that are equivalent to those set out in section B (Customer Data) of Schedule 2, where you are acting as a processor on behalf of your Customer (as controller) in processing any personal information comprised in the Customer Data.
- 10.1.5 ensure that you have obtained all necessary consents and approvals from the Customer and that you are duly authorised to make any changes and/or configurations to their Customer CIEs.

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

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

- 11.1 Unless otherwise stated, we are the owner or licensee of all Intellectual Property Rights in the TCS Installer Portal and our other Services and in the material published on the TCS Installer Portal (including the Portal Content) or otherwise provided to you. These Intellectual Property Rights are protected by laws and treaties around the world and all such rights are reserved by us.
- 11.2 In consideration of the Fees paid by you to us, we grant you a non-exclusive licence for your own business purposes to access and use the TCS Installer Portal in accordance



with these terms. Your licence and permission to use the TCS Installer Portal shall commence on the date you accept these Terms and shall continue unless and until suspended or terminated in accordance with these Terms.

- 11.3 You may download and print off materials from the TCS Installer Portal for your own business use and reference, only to the extent required to make use of the Services. However, you must not modify the paper or digital copies of any Portal Content in any way.
- 11.4 Other than as expressly set out in these Terms, you must not copy, reproduce, upload, post modify, transmit or mirror on another website or in any other media, distribute or create derivative works of any Portal Content without getting prior written permission from us.
- 11.5 Other than as expressly set out in these Terms, we do not grant you any rights or licenses to use the TCS Installer Portal, Portal Content or our other Services.
- 11.6 You acknowledge that the names, images and logos identifying the TCS Installer Portal, our other Services and Texecom (including, without limitation, Texecom's trade mark), our affiliated companies, our products and services, or our licensors and their products and services are owned by us, our affiliated companies or our licensors. You may not use them without our prior written consent and/or that of our affiliate companies and/or our licensors (as applicable).

## 12 Information and Customer Data

### 12.1 Account Data

- 12.1.1 We will treat your Account Data as non-exclusive and non-proprietary. You grant us a non-exclusive, perpetual and royalty free, worldwide licence to use, store, edit, publish, adapt, translate, distribute and copy your Account Data in any existing or future media.
- 12.1.2 You represent and warrant to us on an ongoing basis that you:
  - (a) are the owner or authorised licensee of all your Account Data;
  - (b) have all necessary rights (including, but not limited to, all Intellectual Property Rights) and consents required to upload, input and display your Account Data and to grant us the rights in the Account Data as set out in these Terms; and
  - (c) have obtained all required permissions and consents from any third party whose personal information is included in your Account Data.

### 12.2 Customer Data

You shall ensure that you have all necessary rights (including, but not limited to, all Intellectual Property Rights) and consents required to upload, input, display and use the Customer Data. You agree and acknowledge that your Customer is the owner of their Customer Data, on the basis that you are acting as a service provider for the Customer in respect of the provision of the Customer Services under your Customer Contract.

### 12.3 Branding

- 12.3.1 In relation to any Branding you apply to your Customer's Texecom Connect app in accordance with section 9.3, you grant us a non-exclusive, royalty-free and worldwide licence to use, store and adapt such Branding for the purpose of applying and displaying the Branding on the Texecom Connect app.

- 12.3.2 In relation to any Branding that we apply to physical items of Texecom hardware in accordance with section 9.1, you grant us a non-exclusive, royalty free and worldwide licence to use, store and adapt such Branding for the purpose of applying and displaying the Branding on the physical items of Texecom hardware.
- 12.3.3 You represent and warrant to us on an ongoing basis that you:
- (a) are the owner or authorised licensee of all of your Branding; and
  - (b) have all necessary rights (including, but not limited to, all Intellectual Property Rights) and consents required to grant us the respective licences set out in section 12.3.1 and 12.3.2.
- 12.3.4 In the event we receive a notice from you or any third party alleging the following:
- (a) that you do not have the necessary rights under section 12.3.3(b); or
  - (b) you have infringed third party Intellectual Property Rights,
- then without prejudice to our other rights and remedies, we reserve the right to immediately disable and/or remove any of your Branding on Texecom Connect and/or any of your Control and Indicating Equipment on our premises or in our control (as applicable).
- 12.3.5 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to direct, indirect and consequential losses, interest, legal costs and all other reasonable professional costs and expenses) suffered or incurred by us, in each case arising out of or in connection with any claim or proceedings made, brought or threatened against us by any person for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with our use, storage, adaptation, application or display of your Branding.

## **13 Prohibited Uses**

- 13.1 You may not use the Services:
- 13.1.1 to access or capture inappropriate information from the TCS Installer Portal (for example, obtaining information about Customers that are not within the scope of the consent and/or permissions granted by the Customer to you);
  - 13.1.2 to attack or attempt to attack the TCS Installer Portal via a denial-of-service attack or a distributed denial-of-service attack or by any other means;
  - 13.1.3 in any way that breaches any applicable law or regulation (in any jurisdiction);
  - 13.1.4 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - 13.1.5 for purposes other than your legitimate business interests;
  - 13.1.6 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
  - 13.1.7 to knowingly transmit any data, send or upload any material that contains viruses or other harmful code;

- 13.1.8 in any manner which breaches these Terms; or
- 13.1.9 for any purpose that, in our reasonable opinion, damages our reputation.
- 13.2 You shall:
  - 13.2.1 not access all or any part of the TCS Installer Portal and our other Services in order to build a product or service which competes with the TCS Installer Portal and our other Services;
  - 13.2.2 except as expressly permitted by law, not (and shall not permit any third party to) copy, adapt, reverse engineer, decompile or disassemble the TCS Installer Portal; and
  - 13.2.3 not try to or allow anyone else to gain unauthorised access to the TCS Installer Portal and/or our other Services, the server on which our TCS Installer Portal is stored or any server, computer or database connected to our TCS Installer Portal. You must not attack our TCS Installer Portal via a denial-of-service attack or a distributed denial-of-service attack or by any other means.

## 14 Fees

- 14.1 You may access the TCS Installer Portal and our basic Services free of charge. We offer paid membership tiers, which includes access to other functionality and Services from time to time. Where you have a paid membership tier, you shall pay us the Fees as set out in Schedule 1 (Fees).
- 14.2 Please note that certain Services and functionality are only available with paid membership tiers. Please refer to our Website for further details on the membership options available to you.
- 14.3 All sums payable under these Terms are exclusive of VAT, custom duties and other sales taxes, which we shall be entitled to add to the Fees and for which you will be responsible.
- 14.4 If you fail to make any payment of the Fees due to us by the due date for payment, then, without limiting our remedies under section 15, you shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue Fees.

## 15 Termination

- 15.1 Failure by you to comply with these Terms despite demand by or on behalf of Texecom Limited, may result in us taking action against you, including, without limitation, all or any of the following actions:
  - 15.1.1 immediate, temporary or permanent withdrawal or suspension of your right to use the TCS Installer Portal and/or our other Services;
  - 15.1.2 immediate, temporary or permanent removal of any Account Data and/or Customer Data uploaded by you to the TCS Installer Portal;
  - 15.1.3 Texecom Limited bringing legal proceedings against you, including to recover our Losses arising out of or in connection with your breach; and/or
  - 15.1.4 disclosure of information by us in respect of the breach to credit bureaux and/or law enforcement authorities as we reasonably believe is necessary.

- 15.2 Without affecting any other rights or remedies available to you, either we may terminate these Terms with immediate effect at any time by giving written notice to you if:
- 15.2.1 despite demand you fail to make payment for any Services;
  - 15.2.2 despite demand you fail to provide us with current payment information (as set out in Schedule 1);
  - 15.2.3 you breach of any term of this these Terms and such breach is irremediable or (if such breach is remediable) you fail to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or
  - 15.2.4 you suffer an Insolvency Event.

- 15.3 Without affecting any other rights or remedies available to us, we may terminate these Terms with immediate effect, if you undergo a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010) or, if you are based in South Africa, section 2(1) of the South African Companies Act No 71 of 2008.

- 15.4 Without affecting any other rights or remedies available to the terminating party, either you or we may terminate these Terms at any time by giving the other party not less than three (3) months' notice in writing. Where we terminate for convenience, we will refund the Fees you have already paid for Services after the date of termination on a pro-rata basis. Where you terminate for convenience, you will not be entitled to any refund of Fees.

## **16 Consequences of termination**

- 16.1 On termination or expiry of these Terms:
- 16.1.1 the rights granted to you under these Terms shall cease and you shall cease all activities authorised to you under these Terms;
  - 16.1.2 you shall immediately pay us any sums due to us under these Terms;
  - 16.1.3 any clauses which expressly or by implication have effect after termination will continue in full force and effect; and
  - 16.1.4 the accrued rights, remedies, obligations or liabilities of the parties as at expiry or termination shall not be affected.
- 16.2 Subject to compliance with our obligations under Data Protection Legislation, we shall be entitled to retain Customer Data and Account Data for a reasonable period following termination.

## **17 Personal Information**

- 17.1 Schedule 2 (Data Protection) sets out information relating to personal information. You acknowledge and agree to comply with your respective rights and obligations set out in Schedule 2 (Data Protection).
- 17.2 We will comply with our respective rights and obligations set out in Schedule 2 (Data Protection).
- 17.3 Subject to compliance with our obligations under Data Protection Legislation, you acknowledge that we may contact Customers and provide direct marketing to Customers, including without limitation via the Texecom app we make available to Customers.

## **18 Privacy and Cookies Policies**

- 18.1 We process personal information about you in accordance with our Texecom Cloud Service Privacy Policy. Please read our Texecom Cloud Services Privacy Policy to obtain a full understanding of how personal information will be used.
- 18.2 We use cookies in accordance with our Cookies Policy. Please read our Cookies Policy to obtain a full understanding of how cookies will be used.
- 19 Our liability**
- 19.1 Nothing in these Terms (including our Texecom Cloud Services Privacy Policy and Cookies Policy) excludes or limits our liability for:
- 19.1.1 death or personal injury arising from our negligence;
  - 19.1.2 our fraud or fraudulent misrepresentation; or
  - 19.1.3 any other liability that cannot be excluded or limited by English law.
- 19.2 We will use our reasonable endeavours to make the TCS Installer Portal and our other Services available to you, however we do not warrant that any functions contained in our TCS Installer Portal will be uninterrupted or error-free, that defects will be corrected, or that the TCS Installer Portal, Portal Content and/or our other Services will be accurate, relevant or appropriate for your circumstances, purposes or requirements.
- 19.3 Subject to section 19.1 and section 19.2, the TCS Installer Portal and our other Services are provided without any guarantees, conditions or warranties of any kind. Without limiting the foregoing, you accept responsibility for selecting the TCS Installer Portal and our other Services and you acknowledge that the TCS Installer Portal and Services have not been designed to meet your individual requirements.
- 19.4 Subject to section 19.1 and section 19.2, to the fullest extent permitted by law, we expressly exclude:
- 19.4.1 all conditions, warranties, representations and other terms which might otherwise apply to your use of the TCS Installer Portal and our other Services, whether express or implied by statute, the common law or the law of equity;
  - 19.4.2 any liability for any direct, indirect or consequential loss or damage incurred by you or any User in connection with TCS Installer Portal and our other Services or the use, inability to use, or results of the use, of the TCS Installer Portal and our other Services, howsoever arising and whether caused by breach of contract, tort (including negligence) or otherwise; and
  - 19.4.3 any liability to you or any third party for the content or accuracy of any Account Data and/or Customer Data provided by you or any other user of our TCS Installer Portal.
- 19.5 Subject to section 19.1, our total liability to you for any and all claims first arising in each Annual Period shall not exceed the total amount of Fees we have received from you for Services provided during that Annual Period. Our total liability includes liability in contract, tort (including negligence), delict, breach of statutory duty, or otherwise, arising under or in connection with these Terms. **Annual Period** means the annual period commencing on the day you first register your Portal Account and thereafter on each anniversary thereof.
- 19.6 Whilst we will use reasonable endeavours to ensure the Services and Portal Content and any software and/or data made available on or through TCS Installer Portal does not contain any viruses or harmful code, you acknowledge and agree that any Portal Content, software and/or data downloaded or otherwise obtained through the use of the TCS Installer Portal is downloaded and used at your own discretion and risk. Subject to section 19.1 and section 19.2, you acknowledge and agree that you will be solely

responsible for all Losses, including without limitation damage to your own computer system and loss of data arising in connection with the download of such Portal Content, software and/or data.

- 19.7 Where the TCS Installer Portal contains links to external websites and resources, such links are provided for your information only. Such links are not and should not be interpreted as endorsement by us of those linked websites. We are not responsible for the privacy practices or content of any such linked websites.

## **20 Entire Agreement**

- 20.1 These Terms and any other documents referred to herein set out the entire agreement between you and us in relation to your use of the Services, and supersede all previous agreements, arrangements and understandings between you and us in respect of your use of the Services.
- 20.2 Subject to section 20.1, each party acknowledges that in entering into these Terms it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in these Terms ) made by or on behalf of any other party at any time. Each party waives all rights and remedies which, but for this section 20, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

## **21 General**

- 21.1 **Assignment:** We may transfer, sub-contract or otherwise deal with the whole or any of our rights and/or obligations under these Terms without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms without our prior written consent.
- 21.2 **Severability:** If a provision of these Terms is determined by any court or other competent authority to be unlawful, illegal and/or unenforceable, the other provisions will continue in full force and effect. If any unlawful, illegal and/or unenforceable provision would be lawful, legal and/or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in full force and effect.
- 21.3 **Exclusion of third party rights:** These Terms are between you and us. No other person shall have any rights to enforce any of these Terms.
- 21.4 **No waiver:** If we fail to demand or insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 21.5 **Law and jurisdiction:** These Terms will be governed by and construed in accordance with English law, and any disputes relating to these Terms or your use of the Services will be subject to the exclusive jurisdiction of the courts of England and Wales. Without prejudice to the foregoing, we retain the right to bring proceedings against you for breach of these Terms and/or relating to your use of the Services in your country of residence or registration, or any other relevant country. In terms of Section 45 of the South African Magistrate's Court Act, No 32 of 1944, and at our election, any claim which we may have against you under these Terms may be instituted in any magistrate's court having jurisdiction by virtue of section 28(1) of the aforesaid Act, and you hereby consent to the jurisdiction of the Magistrate's Court notwithstanding the fact that any such claim may exceed the jurisdiction of the Magistrate's Court.

## Schedule 1

### Fees

#### 1 TCS Installer Portal Fees

- 1.1 You will select a membership tier for your TCS Installer Portal when you register a Portal Account with us. We provide access to our TCS Installer Portal and our basic Services free of charge, however, we also offer paid membership tiers. Please refer to our Website for further details on each membership tier and what they include.
- 1.2 Where you select a paid membership tier, the **TCS Installer Portal Fee** shall include your access to the TCS Installer Portal and any other Services specified on our Website as part of your membership.
- 1.3 The TCS Installer Portal Fee is payable annually in advance, commencing on the day you first register your Portal Account.

#### 2 Additional Customer CIE Fees

- 2.1 Where you wish to access additional Customer CIEs that are above those specified on the Website as part of your membership, these may be added via the TCS Installer Portal, subject to payment of **Additional Customer CIE Fees**.
- 2.2 Additional Customer CIE Fees are payable for each additional unique Customer CIEs that you access via the TCS Installer Portal. Existing Customer CIEs which you cease to support cannot be exchanged for replacement Customer CIEs, you must add additional Customer CIEs.
- 2.3 Additional Customer CIE Fees are payable annually in advance, commencing on the day you first add the relevant additional Customer CIE.

#### 3 Other fees

- 3.1 Other fees may apply for the Services (or additional services we provide to you via the TCS Installer Portal), which we will notify and agree with you in accordance with section 2.6 of our Terms.

#### 4 Payment and invoicing

- 4.1 As part of setting up your Portal Account, you must provide us with payment information for a current payment card accepted by our third party payment processor (**Payment Information**).
- 4.2 Your Payment Information will be stored by our third party payment processor, not by us.
- 4.3 At the end of each month, we will take payment for all Fees that have arisen during that month using your Payment Information.
- 4.4 You must ensure that your Payment Information is kept up to date at all times.
- 4.5 In respect of each month where Fees are payable, we will provide you with an electronic invoice as a downloadable document via the TCS Installer Portal.

## Schedule 2

### Data Protection

- 1 We and you acknowledge and agree that a number of categories of personal information will be processed pursuant to the Terms and your use of the TCS Installer Portal and our Services. Accordingly, there will be circumstances where both you and us shall have different roles and obligations in respect of the processing of personal information, as set out in this Schedule 2. For the purposes of these Terms "personal information", "controller", "processor" and "data subject" shall have the respective meanings given in the relevant Data Protection Legislation.

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

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

#### Categories of data

Please specify the personal information that will be processed by us

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



- iv. Credit card details
- v. Email address and password of your Customer

### Categories of Data Subjects

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

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

### Processing Operations

Please specify all processing activities to be conducted by us

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

### Purposes

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

- i. To set up and administer your Portal Account
- ii. To provide you with a platform to carry out maintenance services on Customer CIEs
- iii. To provide the Services to you in relation to the TCS Installer Portal

### Duration

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

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

- 5 To the extent that we process personal information on your behalf in connection with these Terms, we shall:
  - 5.1 solely process the personal information for the purposes of fulfilling our obligations in these Terms and in compliance with your written instructions as set out in these Terms;
  - 5.2 ensure that any persons used by us to process personal information are required to treat the personal information confidentially;
  - 5.3 take appropriate technical and organisational measures against unauthorised or unlawful processing of personal information and against accidental loss or destruction of, or damage to, personal information taking into account the nature of the processing and harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the personal information to be protected;
  - 5.4 taking into account the nature of the data processing activities undertaken by us and the information available to us:
    - 5.4.1 provide all reasonable possible assistance and co-operation to enable you to fulfil your obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation;
    - 5.4.2 notify you as soon as reasonably practicable if we or any sub-contractor engaged by or on behalf of us suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure

- of, or access to, personal information that is processed in connection with these Terms;
- 5.4.3 following a notification under paragraph A5.4.2, provide reasonable co-operation, information and assistance to you as may be necessary to enable you to notify relevant supervisory authorities and data subjects of the data security breach to the extent such notification is required under the Data Protection Legislation;
- 5.5 assist you with carrying out data protection impact assessments and consulting with relevant supervisory authorities where such assessments and/or consultation are required pursuant to the Data Protection Legislation, provided that the scope of such assistance shall be agreed by you and us in advance and you shall pay our reasonable costs incurred in providing such assistance;
- 5.6 upon termination of these Terms, at your choice, delete or return all personal information to you and delete existing copies, except that we shall be permitted to retain back-up copies of data in accordance with our normal back-up procedures;
- 5.7 upon reasonable request with not less than 4 weeks' notice, and provided that you shall not make more than one request in any rolling 12 month period, make available to you all information necessary to demonstrate compliance with the obligations set out in paragraphs A2 - 3 and A5 - 6 of this Schedule 2 (Data Protection) and allow for and contribute to audits, including inspections, conducted by you or on your behalf.
- 6 Permitted Subcontractors and Transfers of Data: In performing our obligations under these Terms, we may appoint one or more third parties as sub-processors. As processor, we remain responsible to you for the actions of our sub-processors and shall remain bound by our obligations under paragraphs A4 and A5 above. A list of sub-processors we use is contained in our Texecom Cloud Services Privacy Policy which we will update from time to time to notify you of any significant changes in the way we process personal information relating to these Terms. You acknowledge that such sub-processors may be located outside South Africa, in which case you authorise us to transfer personal information to or access personal information from such locations provided that we put in place and maintain a Valid Transfer Mechanism in relation to such transfers.

## B. Customer Data

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

### Categories of data

Please specify the personal information that will be processed by us

- i. Videos and pictures related to alarm events
- ii. Customer contact details (this data will be encrypted and not accessible by us)
- iii. Personalised configuration of alarm system, for example, timed alarm setting

**Categories of Data Subjects**

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

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

**Processing Operations**

Please specify all processing activities to be conducted by us

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

**Purposes**

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

- i. To provide you with a platform to provide maintenance services to Customer CIEs
- ii. To provide technical support to assist you in carrying out maintenance services on Customer CIEs
- iii. To provide you with information about our latest products and services

**Duration**

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

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

- 2 For the purposes of paragraph B1, where we are acting as a sub-processor on behalf of your Corporate Customers, we shall:
  - 2.1 solely process the personal information for the purposes of fulfilling our obligations in these Terms and in compliance with your Corporate Customer's documented instructions. For this purpose, the parties agree that the Corporate Customer's documented instructions shall be any instructions given to you in relation to the Customer Services;
  - 2.2 ensure that any persons used by us to process the Customer Data are required to treat the Customer Data confidentially;
  - 2.3 take appropriate technical and organisational measures against unauthorised or unlawful processing of Customer Data and against accidental loss or destruction of, or damage to, Customer Data taking into account the nature of the processing and harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Customer Data to be protected;
  - 2.4 taking into account the nature of the data processing activities undertaken by us and the information available to us:
    - 2.4.1 provide all reasonable possible assistance and co-operation to enable your Corporate Customer to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation;
    - 2.4.2 notify your Corporate Customer (via you) as soon as reasonably practicable if we or any sub-contractor engaged by or on behalf of us suffers a breach of security leading to the accidental or unlawful

- destruction, loss, alteration, unauthorised disclosure of, or access to, personal information that is processed in connection with these Terms;
- 2.4.3 following a notification under paragraph B2.4.2, provide reasonable co-operation, information and assistance to your Corporate Customer (via you) as may be necessary to enable your Customer to notify relevant supervisory authorities and data subjects of the data security breach to the extent such notification is required under the Data Protection Legislation;
- 2.5 assist your Corporate Customer (via you) with carrying out data protection impact assessments and consulting with relevant supervisory authorities where such assessments and/or consultation are required pursuant to the Data Protection Legislation, provided that the scope of such assistance shall be agreed with us in advance and you shall pay our reasonable costs incurred in providing such assistance;
- 2.6 upon termination of these Terms, at your Customer's choice, delete or return all personal information to your Corporate Customer and delete existing copies, except that we shall be permitted to retain back-up copies of data in accordance with our normal back-up procedures;
- 2.7 upon reasonable request with not less than 4 weeks' notice, and provided that your Corporate Customer (via you) shall not make more than one request in any rolling 12 month period, make available to your Corporate Customer (via you) all information necessary to demonstrate compliance with the obligations set out in paragraphs B2 and B3 of this Schedule 2 (Data Protection) and allow for and contribute to audits, including inspections, conducted by your Corporate Customer or on your Customer's behalf.
- 3 Permitted Subcontractors and Transfers of Data: In performing our obligations under these Terms, we may appoint one or more third parties as sub-processors. A list of sub-processors we use is contained in our Texecom Cloud Services Privacy Policy which we will update from time to time to notify you of any significant changes in the way we process personal information relating to these Terms. You acknowledge (and you procure that your Corporate Customer shall acknowledge) that such sub-processors may be located outside South Africa, in which case you (and you procure that your Corporate Customer shall), authorise us to transfer personal information to or access personal information from such locations provided that we put in place and maintain a Valid Transfer Mechanism in relation to such transfers.
- 4 For the purposes of paragraph B1, where we are acting as a processor on your behalf in respect of personal information relating to your Household Customers, the provisions at paragraphs A2 - 3 and A5 - 6 shall apply.

### **C. Other data**

- 5 We may from time to time use data processed by the Services and/or the TCS Installer Portal to produce statistical analyses, market data and predictive models. No personal information will be used for these purposes.

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

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