

# TERMS AND CONDITIONS

## INTERPRETATION

- 1 These terms and conditions are binding on M+ and the Customer and form part of this Agreement for the provision from M+ to the Customer of the services and any other equipment items specified.

## DEFINITIONS

- 2 **Customer** means the party identified as the account holder in the "Web Portal" on the M+ web site.
- 3 **M+** means Monitoring Plus Limited its successors and assigns.
- 4 **Equipment** means items provided to the Customer by M+ or obtained by the customer through other means, which is used in conjunction with M+ services.
- 5 **Minimum Term** means the minimum term of service which may be specified on the M+ web site at the time the Customer completes the new service request process.
- 6 **Services** means the services referred to in this Agreement (the details of which services may be expanded on in a brochure, or the M+ web site, or other written material provided by M+). The term services may include (but may not be limited to) electronic alarm equipment monitoring or products or components provided to the Customer by M+ under this Agreement.
- 7 **Contact List** means the list of people, entered by the Customer into M+'s web site, who should be sent messages in the event of an alarm activation.

## MONITORING

- 8 The Customer Acknowledges that:
  - a) M+ provides tools and services to help them effectively monitor their own burglar alarm;
  - b) M+'s role is to receive messages from the Customer's alarm system, translate, log, and pass the messages to the Customer's Contact List, or other contacts specified by the Customer;
  - c) M+ does not assign or assume any degree of importance or significance of messages from customers' alarm systems, and takes no action on alarms, alerts, or other alarm system messages except to log and re-transmit the messages to the customer specified contacts;
  - d) it is the sole responsibility of the customer to investigate and take action on alarms and alerts;
  - e) it is the sole responsibility of the Customer to ensure that their contact information and their Contact List held in their account (accessible through M+'s web site) is accurate and up to date;
  - f) it is the sole responsibility of the Customer to ensure all passwords or pin-codes associated with monitoring and web site access are kept secure at all times;
  - g) all messages sent and received, including alarm activity, are logged and recorded.
- 9 M+ (which term includes its directors, employees, and agents):
  - a) does not provide any service other than the monitoring the alarm;
  - b) does not accept responsibility or liability for unattended alarms;
  - c) relies on electronic communications services provided by third parties, and accepts no responsibility or liability for delay or failure of connection or delivery of electronic messages including but not limited to email and SMS text messages.

## COSTS

- 10 Service is provided on a calendar month basis. A part month service fee is payable from the date the Service is activated to the end of the first month, and on a monthly basis in advance thereafter.
- 11 The Customer agrees to pay:
  - a) the Service Plan fee or the amount notified to the Customer in writing by M+ from time to time;
  - b) all costs incurred by M+ in the recovery or attempted recovery of any sums owed by the Customer to M+, including any associated postal or telephone costs incurred by the Customer in collecting overdue fees;

- c) interest at a rate we specify (equivalent to M+'s bank overdraft interest rate plus 2% per annum) on any overdue amount, from the due date until payment of the relevant amount.

- 12 It is the Customer's responsibility to see that payment is made directly to M+, on time, in full, throughout the period of monitoring.
- 13 M+ may increase or restructure the service fee or service plan at any time by giving the Customer 28 days notice by e-mail.

## EXEMPTION

- 14 M+ shall not be held responsible for any loss or damage suffered by the Customer through burglary, theft, faulty equipment or any other cause, except in so far as such loss or damage is solely attributable to the negligence of M+ employees acting within the course of their employment.
- 15 The Customer further acknowledges that M+ cannot warrant that the provisions of services and equipment items by M+ under this agreement will prevent unlawful entry to the premises of the Customer.

## TERM OF AGREEMENT

- 16 This agreement shall be from the date the Customer requests service through the M+ web site and will continue until terminated by either, as set out in termination clause(s) below.

## ENTIRE AGREEMENT

- 17 This agreement is the complete agreement and replaces all previous written or oral agreements or understandings. Variations to this agreement must be in writing and agreed to by both parties.

## RISK AND RESPONSIBILITY

- 18 No oral statements made by M+ or its employees form part of this agreement. No failure or delay by M+ to exercise its rights under this agreement will operate to reduce those rights.

## USE OF INFORMATION

- 19 The Customer agrees that M+ may:
  - a) obtain information about the Customer from the Customer or from any other party (including any credit or debt collection agency) in the course of M+'s business and the Customer consents to any party providing M+ with such information;
  - b) give information it has about the Customer relating to the Customer's credit worthiness to any party (including any credit or debt collection agency) for credit assessment and debt collection purposes.

## TERMINATION

- 20 Either party may terminate this agreement at the end of a calendar month by giving the other party written notice 14 days in advance. M+ may provide facility for the Customer to terminate Service the M+ web site, in which case written from notice the Customer is not required.
- 21 M+ may immediately suspend and/or terminate the Agreement and any services (and may notify the Customer accordingly) if the Customer breaches any of the terms and conditions.
- 22 At the completion or termination of the agreement, the Customer will immediately (within 24 hours) disconnect at their cost any devices (alarm systems, radio transmitters, telephone diversions) that communicate to M+. Should the Customer fail to complete any such disconnection M+ shall be entitled (after giving the Customer notice) to enter the Customer's property and immobilise any such equipment. The Customer will be responsible for any costs incurred by M+ in this instance.

## ASSIGNMENT

- 23 M+ may assign or otherwise dispose of its interest under this Agreement to any party without the consent of the Customer.

## NOTICE

- 24 Notices will usually be given in writing by email except for documents requiring a signature or other extraordinary circumstances. In the event of not being able to contact the Customer, notice is deemed to have been given to the Customer if M+ gives or makes reasonable attempts to give that notice by email to the address of the Customer, or, in the event of the M+ not being able to contact the Customer, any person identified on the Customer's Contact List specified in the Customer's account.