

SECOM Smart Alarm Monitoring Service Agreement Terms & Conditions

1. DEFINITIONS

ADDITIONAL SERVICES	:	shall mean those additional goods and/or services set out in Clauses 6.3B and 6.3C of these Terms and Conditions.
AGREEMENT	:	shall mean the Customer Service Agreement, Commissioning Form and these Terms and Conditions.
AGREEMENT TERM	:	shall mean the Initial Term together with any extension made under Clause 2.1(b) of these Terms and Conditions, unless earlier terminated.
BUSINESS DAY	:	shall mean a day other than Saturday, Sunday and Public Holiday in Singapore.
CARRIER	:	shall mean the communications carrier(s) engaged by the Customer that provides the fixed telephone line and/or outbound calling services to enable the Services to be provided to the Customer.
CARRIER (MOBILE VOICE)	:	shall mean the communications Carrier(s) engaged by the Customer and/or SECOM Smart that provides the GSM mobile telephony services and/or broadband internet services to enable the Services to be provided to the Customer.
CARRIER (MOBILE DATA)	:	shall mean the communications Carrier(s) engaged by the Customer and/or SECOM Smart that provides the mobile GPRS Data Service to enable the Services to be provided to the Customer.
CHARGES	:	shall mean the monies payable by the Customer pursuant to the Agreement to SECOM Smart.
COMMISSIONING FORM	:	shall mean the commissioning form attached to and forming part of the Agreement, provided by SECOM Smart to the Customer upon the installation and/or testing and commissioning of the SECOM Smart Equipment.
CONSUMABLES	:	shall mean any batteries, light globes and other such items that form part of the SECOM Smart Equipment.
CUSTOMER	:	shall mean the person or legal entity named in the SA.
CUSTOMER BILLING INFORMATION	:	shall mean the Customer Billing Information set out in the SA.
CUSTOMER CARE CENTRE ("CCC")	:	shall mean the facility where Signals from the SECOM Smart Equipment are received and where Customer inquiries are handled.
DECOMMISSIONING	:	shall mean disabling of SECOM Smart Equipment to ensure no further Signals are transmitted from SECOM Smart Equipment to the CCC.
DUE DATE	:	shall mean thirty (30) calendar days from the Effective Date and on the same date in each subsequent month.
EFFECTIVE DATE	:	shall mean the date on which the Services become active and from which billing of the Fees commences.
EMERGENCY SERVICES	:	shall mean the providers of emergency services in Singapore for e.g.: Police, Fire Brigade and Ambulance.
FALSE ALARMS	:	shall mean Signals that have been generated in error or accidentally at the Site.
FEES	:	shall mean all monies payable by the Customer pursuant to the Agreement including the Charges, Services Fees, instalment payment, late payment interest and any other fees due and payable in the SA therein.

FORCE MAJEURE	:	shall mean acts of God, war, sabotage, riot, insurrection, civil commotion, national emergencies (whether in fact or law), terrorism, pandemic, floods, lightning strikes, strikes, lock-outs or other industrial disturbances, accidents, the effect of any applicable laws, orders, rules, regulations or governmental policies and any other events beyond the reasonable control of SECOM Smart. Without prejudice to the foregoing, this shall include but not limited to any change of applicable laws, orders, rules, regulations or governmental policies (or its interpretation) which results in the performance of Services by SECOM Smart being illegal, unauthorised or unlicensed.
GPRS	:	shall mean the General Packet Radio Service. This is a mobile data service.
INITIAL CONTRACTUAL TERM	:	shall mean the first thirty six (36) months from the Effective Date.
IP	:	shall mean Internet Protocol.
KEYHOLDER	:	shall mean the keyholder/person(s) listed in the SA and who shall be telephoned by SECOM Smart in the order of priority set out in the same section when performing the Signal Treatment Procedure. Each such person must also be in possession of keys or other legal means of access to the Site.
NORMAL WORKING HOURS	:	shall mean the hours between 9.00am and 5.30pm of Monday to Friday and the hours of 9.00 am and 1.00 pm on Saturday, excluding Sundays and public holidays in Singapore.
PERSON	:	shall mean and includes an individual, a firm, body corporate, an unincorporated association or authority. Any reference to a person includes a reference to the person's executors, administrators, successors (including, without limitation, a person taking by novation), assigns and associates.
PROPRIETARY INFORMATION	:	shall mean any and all information and intellectual property relating to the Services and the installation or operation of the SECOM Smart Equipment including but not limited to patents, designs, drawings, instruction booklets, specifications circuit drawings, componentry, trade secrets, trademarks and copyright in such information and intellectual property.
RELATED CORPORATION	:	shall have the meaning given to it in the Companies Act (Chapter 50).
SA	:	shall mean the Customer Service Agreement. For the avoidance of doubt, the SA and these Terms and Conditions constitute the Agreement.
SECOM SMART	:	shall mean SECOM Smart (Singapore) Pte. Ltd. (UEN 202016295D), including its successor-in-title or assigns of SECOM Smart.
SECOM SMART EQUIPMENT	:	shall mean equipment provided by SECOM Smart as per stated in the SA.
SERVICES	:	shall mean the services described in Clause 6.3 of these Terms and Conditions.
SERVICES FEES	:	shall mean the Fees payable for the Services, as set out in Customer Billing Information of the SA, including but not limited to instalment payment plan.
SIGNAL	:	shall mean the reception at the CCC of a signal from SECOM Smart Equipment at the Site which, in the reasonable opinion of SECOM Smart, is not a False Alarm.
SIGNAL TREATMENT PROCEDURE	:	shall mean the procedure to be followed by SECOM Smart in the event of the receipt of a Signal, which is set out in Clause 7 of these Terms and Conditions.
SITE	:	shall mean the premises bearing the address/Site in the SA being the address where SECOM Smart Equipment is installed and in respect of which the Services are provided.

SMS	:	shall mean Short Messaging Service.
STANDARD SERVICES	:	shall mean Standard Services described in Clause 6.3A(a) of these Terms and Conditions
VALUE ADDED SERVICES	:	shall mean any one or combination of the Arm/Disarm SMS Option, Activity/Event Reporting Option, Event Supervision Option, Power Loss Monitoring Option, Battery Monitoring Option, Maintenance Option and other Services as listed in the SA.
VOIP	:	shall mean Voice Over Internet Protocol or non-standard telephone service.
WARRANTY	:	shall mean the obligations of SECOM Smart, in respect of the SECOM Smart Equipment, as specified in Clause 8.1 of these Terms and Conditions of the SA.

2. AGREEMENT TERM

- (a) The Agreement shall commence on the Effective Date and shall continue for the duration of the Agreement Term.
- (b) Upon the expiry of the Initial Contractual Term, the Agreement shall be renewed automatically for a period of twelve (12) successive months each until such time as either the Customer or SECOM Smart terminates the Agreement in accordance with the terms thereof.

3. OBLIGATIONS

3.1 The Customer's obligations

The Customer agrees throughout the Agreement Term to undertake the following obligations:

- (a) pay the Fees to SECOM Smart in accordance with the Agreement;
- (b) immediately contact the CCC:
 - (i) when any of the Customer's or the Keyholder's information as set out in the SA changes;
 - (ii) prior to vacating the Site or transferring the possession of the Site to another party;
 - (iii) prior to changing its Carrier (inclusive of Carrier (Mobile Voice) and Carrier (Mobile Data));
 - (iv) prior to changing its bank or financial institution in the event that change may affect the Customer's elected mode of payment; and
 - (v) when the Carrier restricts or prevents the provision of the Services.
- (c) provide such power points as may be necessary for the connection of the essential power supply for SECOM Smart Equipment;
- (d) provide and maintain a functioning outgoing fixed line telephone and other necessary communication services to allow SECOM Smart to provide the Services;
- (e) provide safe access to SECOM Smart or its authorised contractor to the Site for the purposes of installing, dismantling, testing, servicing and maintaining SECOM Smart Equipment and exercising any other rights or performing the Services under the Agreement;
- (f) ensure that SECOM Smart Equipment are not removed from the Site or repaired, modified, altered, adjusted or interfered with by an unauthorised party;
- (g) keep SECOM Smart Equipment in good order and repair and properly serviced;
- (h) immediately report to the CCC all faulty or damaged SECOM Smart Equipment or if SECOM Smart Equipment fails to test properly so that repairs can be carried out;
- (i) take all steps as may be necessary in order to prevent False Alarms;
- (j) subject to Clause 6.2 of this Terms and Conditions, to allow Decommissioning and the removal of SECOM Smart Equipment on termination of the Agreement within the Initial Contractual Term;
- (k) to reimburse all costs imposed on SECOM Smart by Emergency Services in respect of attending the Site;

- (l) immediately nominate another individual as a Keyholder and inform SECOM Smart about the same, in the event the existing Keyholder ceases to be a Keyholder, and ensure that at no point of time during the Agreement Term, there shall be less than two Keyholders; and indemnify and hold SECOM Smart and its Related Corporations harmless from any claims, demands, actions, suits and causes of action that may be made by any third party against SECOM Smart or its Related Corporations arising out of the Services or this Agreement.

3.2 SECOM Smart's obligations

SECOM Smart shall throughout the Agreement Term undertake the following obligations:

- (a) supply, install, connect and commission the SECOM Smart Equipment and/or test SECOM Smart Equipment in accordance with the Agreement;
- (b) provide the Services in accordance with the Agreement;
- (c) operate the CCC, twenty-four (24) hours a day, seven (7) days a week (subject to Force Majeure) to monitor Signals and, following the receipt of Signals at the Site, initiate action as set out in the Signal Treatment Procedure; and
- (d) maintain a log of Signals received at the CCC. The parties hereby acknowledge that the log will be conclusive evidence of the Signals received by the CCC and the action taken by SECOM Smart in response to the respective Signals.

4. CUSTOMER ACKNOWLEDGEMENTS

4.1 The Customer acknowledges that:

- (a) SECOM Smart equipment and services do not cause and cannot eliminate occurrences of the events they are intended to detect or avert, including but not limited to fires, floods, burglaries, robberies, criminal intrusion, medical problems or other emergency situations. SECOM Smart makes no guarantee that SECOM Smart equipment and services provided will detect or avert such incidents or their consequences. SECOM Smart does not undertake any risk that the customer may be subject to injury or loss if such an event occurs. The customer agrees to release, waive, discharge and promise not to sue or bring any claim of any type against SECOM Smart for loss, damage or injury relating in any way to SECOM Smart equipment or services provided by SECOM Smart;
- (b) This agreement is not intended as a policy of insurance nor a substitute for an insurance policy. Nothing in the agreement shall constitute SECOM Smart as an insurer. If the customer wants insurance to protect against any risk of loss at the site, the customer will purchase it. In the event of any loss, damage or injury, the customer will look exclusively to his insurer and not to SECOM Smart for any compensation. The customer releases and waives all subrogation and other rights to recover against SECOM Smart arising as a result of the payment of any claim for loss, damage or injury;
- (c) the Services shall be provided in accordance with these Terms and Conditions;
- (d) SECOM Smart may vary these Terms and Conditions (including the scope of the Services and Services Fees) from time to time after providing thirty (30) days written notice to the Customer of any such change;
- (e) SECOM Smart may engage subcontractors to provide the Services;
- (f) SECOM Smart may record telephone conversations with the Customer, or any Keyholder nominated by the Customer, and the CCC. The Customer consents to the disclosure by SECOM Smart of those recordings to any Emergency Service or other law enforcement body or any other Government investigatory body and the use by SECOM Smart of those records in legal proceedings;
- (g) the Emergency Services may suspend response and/or attendance at the Site in the event False Alarms exceed the maximum numbers for a given period as set by the Emergency Services from time to time;
- (h) if Decommissioning has not taken place on termination of this Agreement, any use of communication services by SECOM Smart Equipment for outgoing telephone calls or Signals will be accordingly charged to the account of the Customer;
- (i) SECOM Smart has no control over and shall not have any responsibility over the acts or omissions of Keyholders and/or the Emergency Services. Customer understands that, where applicable, Emergency Services shall exercise their respective independent judgment when making decisions

- on whether to give or withhold medical treatment, whether to transport any person to a hospital or medical facility, and which hospital or medical facility should be used. SECOM Smart gives no representations or warranties whatsoever in relation to attendance at the Site by Keyholders and/or Emergency Services;
- (j) SECOM Smart shall have no obligation to provide substitute services if the Services are suspended or unavailable due to any event of Force Majeure, Customer's default or matters beyond SECOM Smart's control; and
 - (k) SECOM Smart Equipment furnished under the Agreement
 - (i) is not foolproof and may experience signal transmission failure or delays for any number of reasons, whether or not SECOM Smart's fault or under SECOM Smart's control; and
 - (ii) uses standard telephone lines for transmission of Signals and the CCC will not receive Signals from Customer's Site when:
 - (A) there is an extended power outage;
 - (B) Customer's VOIP or internet service fails or is interrupted when such service is being used as the sole means to transmit Signals;
 - (C) the telephone line is not operating, is not properly plugged into SECOM Smart Equipment, or has been cut, interfered with, or is otherwise out of service.
 - (l) The Customer shall abide by SECOM Smart's published written requirements for the installation and use of SECOM Smart Equipment found in the user guide (the "Installation and Use Requirements"). The Installation and Use Requirements are incorporated by reference in this Agreement as if set forth in full herein. The Customer acknowledges receipt of a copy of the Installation and Use Requirements with the delivery of SECOM Smart Equipment. SECOM Smart may re-publish the Installation and Use Requirements from time-to-time and the Customer shall be bound thereby upon SECOM Smart's delivery thereof to the Customer. SECOM Smart cannot be held responsible for any loss, damage or injury, if no reasonable care is taken to follow the Installation and Use requirements and use SECOM Smart Equipment and Services properly.
 - (m) Due to the potential for service interruption or outages on phone lines, the connection to the CCC is not guaranteed. Customers who use cable or VOIP for their phone service are subject to additional consistency and reliability issues, SECOM Smart recommends that the Customer to purchase land line phone service from a reliable national provider.
 - (n) The Customer shall be responsible for removing the SECOM Smart decal sticker once SECOM Smart's Services are ceased.
 - (o) For the avoidance of doubt, customer agrees it shall not hold SECOM Smart liable for or make any claim against SECOM Smart for loss and/or damage, where such loss and/or damage arises from the failure by SECOM Smart to perform its obligations under this agreement, which failure is attributable to a disruption or non-availability of the power supply to the site or non-availability of the fixed line telephone service and/or mobile telephone or SECOM Smart data service and other necessary communication services provided by the customer's carrier required for the transmissions of signals from and to SECOM Smart equipment and the ccc. Further, the customer also agrees that it shall not hold SECOM Smart liable for or have any claim against SECOM Smart for loss of life and/or injury arising from but not limited to issues related to the services, equipment, the positioning of SECOM Smart equipment and the sensitivity of motion sensors (if applicable).

4.2 Under these Terms and Conditions, the Customer acknowledges and agrees that SECOM Smart or any third party to whom the SA is assigned by SECOM Smart (collectively referred to as the "Collector") may process personal information about the Customer including from the Customer's Equipment once installed over the Agreement Term, but always strictly in compliance with applicable laws. Subject to Clause 12 (Personal Data Protection) herein, the Customer acknowledges that:

- (i) without limitation, the Collector may process the Customer's personal information:
 - (A) to assess any application by the Customer for the Services and the Customer's credit worthiness;
 - (B) to collect Fees that are overdue under the Agreement;
 - (C) to provide the Services to the Customer (including administration and the investigation or resolution of disputes relating to any Services provided to the Customer); and
 - (D) as otherwise required by applicable law.

- (ii) without limitation, the Collector may also disclose the Customer's personal information to governmental bodies such as the police, fire brigades and other providers of emergency services.

5. PAYMENT FOR EQUIPMENT, INSTALLATION AND SERVICES

5.1 Payment

The Customer shall pay to SECOM Smart the Fees as follows without any set off or reduction:

- (a) the wiring and/or cabling works for the SECOM Smart Equipment and the value of the additional equipment supplied by SECOM Smart (if applicable);
- (b) the Charges upon completion of installation of the SECOM Smart Equipment (if applicable);
- (c) the Services Fees from the Effective Date; and
- (d) the additional fees payable pursuant to Clause 5.4 of these Terms and Conditions (if applicable). All Fees to be made by the Customer under the Agreement shall be made on or prior to the Due Date. The invoice raised by SECOM Smart shall indicate the Fees payable which shall be inclusive of all taxes and levies. It is hereby clarified that all taxes and levies in relation to the Agreement shall be borne by the Customer. All Fees are excluding of taxes, including but not limited to services tax or any applicable service taxes, value added taxes, sales taxes, duties and levies in force or that may be introduced by the authorities from time to time which shall be paid by the Customer.

5.2 Charges

Notwithstanding anything to the contrary, the Charges refer to the price of the equipment supplied by SECOM Smart in respect of the Services and SECOM Smart Equipment (subject to Clauses 5.4(g) and 6.2(b) and (c)), installation, wiring, cabling and programming, testing and commissioning of the Equipment and will be charged upon successful installation and commissioning of the SECOM Smart Equipment or as per the terms in this Agreement.

5.3 Services Fees

- (a) The Services Fees (including the instalment payment plan) are fixed for the Initial Contractual Term.
- (b) Upon expiry of the Initial Contractual Term, the Services Fees are subject to revision at SECOM Smart 's discretion.
- (c) If at any time during the Agreement Term, the government or the Carrier or any other party imposes additional taxes or increases existing taxes, charges and/or fees, then the Customer shall be solely responsible for the same as part of the Services Fees.
- (d) SECOM Smart shall provide the Customer with thirty (30) days' written notice of any change to the Services Fees.

5.4 Additional Fees

The Customer shall be under an obligation to pay to SECOM Smart the following additional fees arising on account of but not limited to the following:

- (a) visit to the Site requested by the Customer related to Warranty, fees for which shall be paid on account of the time taken by SECOM Smart to travel to and from the Site and whether the same is rendered within or beyond Normal Working Hours;
- (b) visits to the Site requested by the Customer unrelated to Warranty, fees for which shall be paid on account of the time taken by SECOM Smart to travel to and from the Site and whether the same is rendered within or beyond Normal Working Hours;
- (c) any Additional Services purchased by the Customer during the Agreement Term;
- (d) all costs imposed on SECOM Smart by Emergency Services in respect of attending the Site;
- (e) any fees for Decommissioning SECOM Smart Equipment in the event of termination or expiration of the Agreement,
- (f) all costs incurred by SECOM Smart in exercising its rights to repossess the SECOM Smart Equipment pursuant to Clauses 6.2(c) and 6.2(d) of these Terms and Conditions;

- (g) an additional fee will be charged should the Customer wish to purchase or own SECOM Smart Equipment or the Customer repudiates the Agreement before the termination or expiration of the Initial Contractual Term;
- (h) re-programming SECOM Smart Equipment for any reason including but not limited to the reason of the Customer changing its Carrier;
- (i) the reasonable value or cost to repair or replace SECOM Smart Equipment lost or damaged by the Customer.
- (j) every additional visit to the Site after the first (1st) visit as requested by the Customer relating to the complete installation of SECOM Smart Equipment; and/or
- (k) Early Termination Charge will apply in the event of any premature termination of the Agreement within the Initial Contractual Term, calculated based on the total outstanding months of the Initial Contractual Term.
- (l) Service suspension:
 - (i) The service suspension period cannot exceed twelve (12) months per Agreement Term.
 - (ii) Maximum suspension of service permitted is twelve (12) successive months per site per Agreement.
 - (iii) Where the Customer suspends the Agreement for a period of time, the Customer agrees that the Initial Contractual Term or a subsequent term of the Agreement will be extended by that same period of time.
 - (iv) Service suspension fees are as follows:
 - (a) An initial suspension period of up to six (6) months is permitted at no charge to the Customer.
 - (b) No charges will be imposed for the first successive six (6) months of service suspension. Should the Customer require more than six (6) months of successive service suspension, we will charge a service suspension fee of S\$10.00 per month, subject to a minimum of three (3) months' service suspension fee. That means, if the Customer needs an additional month of service suspension (after he has suspended his service for six (6) months), the Customer will still be charged S\$30.00, being three (3) months x S\$10.00.

5.5 Mode of Payment

The Customer shall pay the Fees in any manner as set forth in this clause:

- (a) Credit Card/Debit Card: The Customer may write in to billing@secomsmart.com.sg for a return call back or call our hotline at 1800-811-1111 and select option 5 for our billing team to assist on setting up the Credit Card/Debit Card payment method.
- (b) Invoice: If the Customer has elected to pay by invoice, the Customer must pay quarterly in advance. The Customer will pay each invoice by the Due Date and in the manner shown on the invoice.
- (c) Direct Debit: The Customer must complete an interbank GIRO application form provided by SECOM Smart. The Customer's nominated bank account shall be debited monthly in advance.

The Customer must elect one of the above payment methods, which method shall be adopted by the Customer for the Agreement Term. All and any additional transaction charges on account of the adopted method of payment incurred shall be borne by the Customer. By agreeing to payment mode by credit card or debit card, the Customer authorises SECOM Smart to debit the total Fees and Charges due to SECOM Smart and SECOM Smart shall not be held liable for any claims, damage, and expenses arising from the successful or the unsuccessful processing of the debit for any reason whatsoever.

5.6 Timing of payment of additional Fees by the Customer

The additional fees referred to in Clause 5.4 of these Terms and Conditions will be payable by the Customer in the next billing cycle following the billing cycle in which the goods and/or Services outlined in Clause 5.4 of these Terms and Conditions were provided.

5.7 Disputed Fees

In the event the Customer disputes the Fees or the calculation thereof, it shall notify SECOM Smart as soon as possible after receiving the relevant invoice and in any event no later than two (2) days prior to the Due Date. SECOM Smart shall promptly investigate the matter and report back to the Customer as soon as possible.

Notwithstanding any dispute with regard to the Fees, the Customer shall duly pay the owing Fees including any disputed part by the Due Date. In the event it is found by SECOM Smart that there has been a mistake with regard to the Fees or the calculation thereof, SECOM Smart shall adjust the subsequent invoice or reverse the electronic transaction as the case may be. The findings of SECOM Smart and the investigation thereof with regard to the disputed fees shall be final and binding on the parties herein.

5.8 Interest and costs payable on outstanding Fees

SECOM Smart reserves the right to charge interest in accordance with this clause on any part of Fees not paid by the Customer by the Due Date. Interest shall be calculated at the rate of three percent (3%) per month and shall be calculated daily from the Due Date till such time the full payment of the Fees has been made by the Customer. Further, if the Customer does not pay any outstanding Fees within fourteen (14) days of SECOM Smart's demand, the Customer shall indemnify SECOM Smart against any other costs (including legal costs on a solicitor-client basis), expenses, claims or damages whatsoever arising out of or incidental to the breach of the SA.

6. SECOM SMART EQUIPMENT AND THE SERVICES

6.1 Installation and/or testing of the Equipment

- (a) SECOM Smart shall supply and install the SECOM Smart Equipment at the Site and/or test the existing Equipment (subject to Clauses 5.1 and 5.4) at the Site.
- (b) The Customer shall be responsible for:
 - (i) any structural alterations to the Site;
 - (ii) any necessary repairs to the Site, including the costs of repairs and repainting due to the hacking of walls or ceilings to install concealed wiring;
 - (iii) performing monthly SECOM Smart Equipment tests; and
 - (iv) the provision of all necessary power points to enable SECOM Smart Equipment to be installed and operated.

6.2 Risk in and title to SECOM Smart Equipment

- (a) The risk in the SECOM Smart Equipment passes to the Customer upon installation of the SECOM Smart Equipment at the Site.
- (b) Subject to Clauses 5.4(g) and 5.6 of these Terms and Conditions, the title to the SECOM Smart Equipment remains with SECOM Smart.
- (c) In the event the Customer repudiates the Agreement before the expiry of the Initial Contractual Term or if SECOM Smart terminates this Agreement, in addition to Clauses 5.4(g) and 10A, SECOM Smart reserves the right to remove or abandon in whole or in part, SECOM Smart Equipment without obligation to make good the Site upon such removal and/or abandonment. The Customer must provide safe access for SECOM Smart or its authorised contractor to the Site or any other site where the SECOM Smart Equipment may be stored to enable SECOM Smart or its authorised contractor to remove the SECOM Smart Equipment. In the event the Customer fails to do so, SECOM Smart shall invoice the Charges accordingly.
- (d) If any Fees payable during the Agreement Term are not paid by the Customer to SECOM Smart or the Customer commits any other breach of the Agreement, SECOM Smart may at any time, without notice to the Customer and without prejudice to any other rights which it may have against the Customer, commence actions and proceedings to remove and recover SECOM Smart Equipment without being liable for any damage caused.

6.3 Services

The Services comprise of any services selected by the Customer in the SA, any value added services selected by the Customer in the SA, Services set out in Clause 5.4 of these Terms and Conditions, and any Additional Services provided to the Customer during the Agreement Term under the SA.

6.3A Standard Services

The Standard Services comprise of any one or combination as selected by the Customer in the SA:

- (a) Alarm Monitoring Services (wired): The CCC will monitor Signals transmitted from the SECOM Smart Equipment at the Site to the CCC and follow the Signal Treatment Procedure for Alarm Monitoring Services upon receipt of a Signal. The Signal received by the CCC may show which of the duress, intrusion, panic, medical or threat of fire alarms was triggered, in which case the CCC shall also convey such information to the Keyholder contacted pursuant to the Signal Treatment Procedure.
- (b) Alarm Monitoring Services (wireless): The CCC will monitor Signals transmitted from the SECOM Smart Equipment at the Site to the CCC and follow the Signal Treatment Procedure for Alarm Monitoring Services upon receipt of a Signal. The Signal received by the CCC may show which of the duress, intrusion, panic, medical or threat of fire alarms was triggered, in which case the CCC shall also convey such information to the Keyholder contacted pursuant to the Signal Treatment Procedure.
- (c) SECOM Smart Interactive Basic: The CCC will monitor Signals transmitted from the SECOM Smart Equipment at the Site to the CCC and follow the Signal Treatment Procedure for Alarm Monitoring Services upon receipt of a Signal. The Signal received by the CCC may show which of the duress, intrusion, panic, medical or threat of fire alarms was triggered, in which case the CCC shall also convey such information to the Keyholder contacted pursuant to the Signal Treatment Procedure. Customer will also have access to SECOM Smart Interactive Security to control SECOM Smart Equipment.
- (d) SECOM Smart Interactive Basic Vision: The CCC will monitor Signals transmitted from the SECOM Smart Equipment at the Site to the CCC and follow the Signal Treatment Procedure for Alarm Monitoring Services upon receipt of a Signal. The Signal received by the CCC may show which of the duress, intrusion, panic, medical or threat of fire alarms was triggered, in which case the CCC shall also convey such information to the Keyholder contacted pursuant to the Signal Treatment Procedure. SECOM Smart Equipment for this service will include a CCTV but the CCC will not monitor the Signals transmitted from the said CCTV. Customer will also have access to SECOM Smart Interactive Security to control SECOM Smart Equipment.
- (e) SECOM Smart Interactive Basic Vision Prime: SECOM Smart Equipment for this service will include a CCTV but the CCC will not monitor the Signals transmitted from the said CCTV. Customer will also have access to SECOM Smart Interactive Security to control SECOM Smart Equipment.
- (f) CCTV (Wired): SECOM Smart Equipment for this service will include a CCTV but the CCC will not monitor the Signals transmitted from the said CCTV.

6.3B Value Added Services

The Value Added Services comprise of any one or combination as selected by the Customer the SA:

- (a) Arm/Disarm SMS Option: Upon SECOM Smart Equipment at the Site being armed or disarmed, the CCC will send a short message to the mobile telephone of the Customers and should the Customers elect, sent to the second Keyholder, which message may include the name of the person who armed or disarmed SECOM Smart Equipment (if such information is available to SECOM Smart) and the time of the activity.
- (b) Activity Report/Event Reporting Option: SECOM Smart will provide to the Customer on a monthly basis during the Agreement Term reports which record all Signals received by the CCC from SECOM Smart Equipment.
- (c) Event Supervision Option: The CCC will monitor signals transmitted from the alarm Equipment at the Site to the CCC or occurrences relating but not limited to supervised events such as AC Loss (power loss to SECOM Smart Equipment), low battery (SECOM Smart Equipment's battery is low), weekly arm/ disarm schedule and/or weekly programmed Signal from SECOM Smart Equipment's control panel to the CCC to Signal it is in working order, was not received by the CCC. The CCC will follow the Signal Treatment Procedure for Events Supervision Option upon receipt of a Signal or an occurrence relating to any of the supervised events.
- (d) Power Loss Monitoring Option: Customer may select to have the AC Loss supervised event upgraded and the CCC will follow-up with a call to the Keyholder(s).
- (e) Battery Monitoring Option: Customer may select to have battery supervised event upgraded and the CCC will follow-up with a call to the Keyholder(s).
- (f) Maintenance Option: SECOM Smart will provide one (1) visit per year to the Site during Normal Working Hours to clean SECOM Smart Equipment and to test that SECOM Smart Equipment is in working order.

6.3C Additional Services

From time to time during the Agreement Term, the Customer may request and SECOM Smart may agree in writing to provide additional goods and/or services including but not limited to any goods and services specified in the SA but not previously purchased by the Customer ("Additional Services"). No agreement in respect of the Additional Services will be binding unless it is in writing and sets out the description of the Additional Services, any equipment involved and the fees payable.

6.4 Commencement of the services

Upon successful installation and commissioning of the SECOM Smart Equipment and confirmation by the Customer, the Customer shall be deemed ready to receive the Services. SECOM Smart shall thereafter activate the Services and commence the billing cycle, which shall for the purpose of the SA be construed as the Effective Date.

6.4A Suspension of the services due to default

- (a) Notwithstanding Clauses 4.1(g) and 5.4(k) of these Terms and Conditions, SECOM Smart reserves the right to suspend the Services in the event one of the conditions in Clauses 10(b) and 10(c) of these Terms and Conditions occurred.
- (b) Customer agrees it shall not hold SECOM Smart liable for or make any claim against SECOM Smart for loss and/or damage during the period of suspension of the Services under this clause.
- (c) SECOM Smart reserves the right to terminate this Agreement as per Clause 10 of these Terms and Conditions if the Customer fails to remedy the aforementioned conditions within fourteen (14) days of receiving a notice from SECOM Smart to that effect.
- (d) SECOM Smart reserves the right to charge service suspension fee of SGD 30.00 for the resumption of the suspended Services.
- (e) Where the Agreement has been suspended for a period of time pursuant to this clause, the Customer agrees that the Initial Contractual Term or a subsequent term of the Agreement will be extended by that same period of time.

6.4B Site vacated by the Customer

- (a) The Customer shall be in breach of the Agreement in the event it vacates or transfer the possession of the Site without the prior written consent of SECOM Smart. In the eventuality as described in the preceding sentence, SECOM Smart reserves the right to terminate the SA under Clause 10(b) of these Terms and Conditions.
- (b) The Customer may transfer its rights and obligations under the Agreement to a new occupier of the Site with the prior written consent of SECOM Smart, which may be provided or withheld in SECOM Smart's sole discretion. If SECOM Smart does not consent to the Customer's assignment, the Customer will be liable to pay the balance of the Services Fees remaining for the Agreement Term, Fees and including any fees for Decommissioning SECOM Smart Equipment within fourteen (14) days of SECOM Smart notifying the Customer of its decision.

6.5 Site Relocation

In the event the Customer wishes to relocate to a new site and continue using the Services:

- (a) SECOM Smart shall remove SECOM Smart Equipment from the Site and re-install and re-commission SECOM Smart Equipment in the new site nominated by the Customer;
- (b) The Customer shall pay SECOM Smart the cost of removing, re-installing and re-commissioning SECOM Smart Equipment in accordance with SECOM Smart's standard rates as at the transfer date.
- (c) This Agreement shall remain in force with the exception of necessary amendments (including in respect of Fees) to take into account the requirements of the new site.
- (d) SECOM Smart shall not be liable to restore to the original condition any damage which results from the removal of SECOM Smart Equipment.

7. SIGNAL TREATMENT PROCEDURE

- (a) If SECOM Smart receives a Signal relating to the Services, SECOM Smart shall follow the Signal Treatment Procedure for the relevant Services which relate to that Signal. SECOM Smart will endeavour to notify the Keyholders if SECOM Smart fails to contact the Keyholders, anyone at the Site or if SECOM Smart fails to receive information indicating that assistance is not required at the Site. If SECOM Smart fails to reach any of the Keyholders after two (2) attempts, SECOM Smart will contact the Emergency Services. Notwithstanding anything to the contrary, SECOM Smart will not guarantee that the Emergency Services will respond/be present at the Site under the Signal Treatment Procedure.
- (b) It shall not be SECOM Smart's liability to confirm whether an alarm event from SECOM Smart Equipment at the Site is a False Alarm.
- (c) Where a Keyholder instructs SECOM Smart to notify the Emergency Services that Keyholder must personally attend or must arrange for another Keyholder to attend the Site to provide the Emergency Services with access to the Site.
- (d) Where Emergency Services are required to attend the Site under the Signal Treatment Procedure, these Emergency Services may impose a charge for which the Customer shall be responsible for paying.

8. WARRANTY

8.1 Warranty

- (a) Subject to any statutory obligations of SECOM Smart which cannot be excluded, if the SECOM Smart Equipment becomes defective during the period of twelve (12) months from the date of installation of the SECOM Smart Equipment (for wired) and thirty six (36) months from the date of installation of the SECOM Smart Equipment (for wireless), SECOM Smart will replace or repair the SECOM Smart Equipment during Normal Working Hours at no cost to the Customer in respect of materials or parts.
- (b) This obligation excludes:
 - (i) damage to SECOM Smart Equipment caused by the Customer, pests or animals;
 - (ii) damage to SECOM Smart Equipment caused by a Person who is not authorised by SECOM Smart to carry out service or maintenance work;
 - (iii) damage to SECOM Smart Equipment caused by power surges, faulty fuses, lightning, flood, fire, or Force Majeure;
 - (iv) the replacement of Consumables;
 - (v) emergency repairs or attendances at the Site beyond Normal Working Hours;
 - (vi) loss or theft of the SECOM Smart Equipment or damage to the SECOM Smart Equipment other than where SECOM Smart is required by statute to repair or replace the SECOM Smart Equipment; and
 - (vii) SECOM Smart's labour and transport costs which shall be charged to the Customer based on SECOM Smart's standard rates.
- (c) Subject to any statutory obligations of SECOM Smart which cannot be excluded, if the installation work performed by SECOM Smart is or becomes defective during the period of ninety (90) days from the date of installation, SECOM Smart will rectify the defective work during Normal Working Hours.
- (d) Where the Customer requests attendance at the Site to perform the Warranty beyond the Normal Working Hours, additional Fee may be charged by SECOM Smart in accordance with Clause 5.4 of these Terms and Conditions.
- (e) SECOM Smart does not guarantee that repair facilities or parts will be available except during the warranty period.
- (f) All replacement or repair outside the terms of the Warranty will be considered Additional Services which shall be charged to the Customer based on SECOM Smart's prevailing standard rates.

9. LIABILITY OF SECOM SMART

9.1 Liability and Limitation of Liability

- (a) To the extent permitted by law, SECOM Smart hereby limits its total cumulative liability, and that of its related corporations (including liability for negligence) to an amount not exceeding the aggregate amount of service fees received by SECOM Smart from the customer in the twelve (12) months immediately preceding the event that is the subject of the customer's claim. In no event shall SECOM Smart or its related corporations be liable for any loss of profits, contract, savings, use, data, economic advantage or

any other indirect, punitive, special, incidental or consequential damages in connection with or related to this agreement however arising, in respect of any misrepresentation, breach of term or condition or liability in contract, tort or otherwise, whether or not SECOM Smart has been advised of the possibility of such loss.

- (b) The Services are provided on an “as is” and “as available” basis. The Customer agrees and accepts he shall use the Services or rely on any content obtained or transmitted through the Services, at his own discretion and risk. SECOM Smart expressly disclaim all warranties of any kind, including implied warranties of merchantability, satisfactory quality and fitness for a particular purpose to the fullest extent allowed by law. No advice or information whether oral or written, obtained by the Customer from SECOM Smart or through the Services will create any warranty expressly made in this Agreement.
- (c) SECOM Smart may use one or more subcontractors, vendors or licensors to provide Services (including Additional Services), including installation, repair, monitoring, communications, signal transmission services (including cellular transmission, Internet and/or VoIP services) or other services. To the extent permitted by law, the limitations of liability set forth in clause 9.1(a) shall apply to the Services (including Additional Services) that SECOM Smart’s subcontractors, vendors and licensors provide, and shall apply to them and protect such subcontractors, vendors and licensors in the same manner as it applies to and protects SECOM Smart.

9.2 Indemnity

- (a) The Customer (the “Indemnifying Party”) hereby agrees to indemnify, defend and hold SECOM Smart, its affiliates and their officers, representatives, directors, controlling persons, partners, agents and employees (collectively, the “Indemnified Party”) harmless from and against any and all suits, actions, proceedings, obligations, debts, fines, fees, penalties, demands, charges, judgments, awards, amounts paid in settlement, losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees, disbursements and other costs of defence in connection therewith) (each a “Loss” and collectively, the “Losses”) incurred or suffered by the Indemnified Party which directly arise out of, result from or may be payable by virtue of any breach of the Agreement. For the avoidance of doubt, the Indemnifying Party agrees that it shall not hold SECOM Smart liable for or make any claim against SECOM Smart for loss and/or damage, where such loss and/or damage arises from the failure by SECOM Smart to perform its obligations under the SA, which failure is attributable, whether directly or indirectly, to any one or more subcontractor(s), vendor(s) or licensor(s) who is used by SECOM Smart.
- (b) Any claim for indemnity pursuant to this Clause 9.2 of this Terms and Conditions shall be made by the Indemnified Party by notifying the Indemnifying Party in writing of any Losses having been arisen or action, claim or proceeding having been filed or instituted against it. The Indemnified Party shall give such notice promptly within thirty (30) days after it becomes aware of the Loss.
- (c) Subject to being fully indemnified, the Indemnified Party shall at the sole cost and expense of the Indemnifying Party, on receiving a written request from the Indemnifying Party, take such reasonable steps to mitigate such Losses and/or to defend any such action, claim or proceeding in accordance with the reasonable instructions of the Indemnifying Party and the Indemnified Party shall not, without the prior written consent of the Indemnifying Party, consent to any judgment or enter into any settlement.

10. TERMINATION OF THE AGREEMENT

- (a) Without limiting any rights granted to the Customer under statute, the Customer may terminate the Agreement within thirty (30) days prior to the conclusion of the Initial Contractual Term and each successive twelve (12) month term by providing SECOM Smart with at least thirty (30) days’ prior written notice. Notwithstanding anything to the contrary, SECOM Smart reserves the right to terminate the Agreement by providing a thirty (30) days’ prior written notice to the Customer. Upon termination of the Agreement under this clause, SECOM Smart shall refund any prepaid Services Fees less any outstanding Fees and any other Fees payable pursuant to Clauses 5.4 of these Terms and Conditions that would otherwise have been payable by the Customer to SECOM Smart under the Agreement to the expiry of the Agreement Term.
- (b) Without limitation, SECOM Smart may at its sole option during the Agreement Term terminate the SA on the following grounds:
 - (i) if the Customer breaches these Terms and Conditions, and fails to remedy the same within fourteen (14) days of receiving a written notice from SECOM Smart to that effect;
 - (ii) immediately, upon written notice to the Customer if the Customer, in SECOM Smart’s opinion,

- becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings or any winding up or bankruptcy or insolvency order is passed against the Customer, or the Customer goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to applicable law;
- (iii) immediately, upon written notice to the Customer if SECOM Smart is unable to provide the Services due to an event of Force Majeure;
- (iv) if the Customer fails to provide a minimum of two (2) Keyholders at all times during the Agreement Term;
- (v) immediately, upon written notice to the Customer if the Customer, in the opinion of SECOM Smart in its sole discretion, is behaving in a manner which is inappropriate, erratic and/or violent and which affects the Services; or
- (vi) if the Customer withdraws consent for personal information being used in accordance with Clause 12 of these Terms and Conditions.

Notwithstanding anything to the contrary, SECOM Smart reserves the right to terminate the Agreement for convenience without liability by issuing a thirty (30) days notice to the Customer.

- (c) Without limitation, the Customer will be in breach of the Agreement under Clause 10(b)(i) of these Terms and Conditions, if the Customer:
 - (i) does not pay the entire Fees and Charges by the Due Date;
 - (ii) damages or misuses SECOM Smart Equipment leading to the inability of SECOM Smart to perform the Services;
 - (iii) fails to intimate SECOM Smart about any variation in the details/information with regard to the Keyholder as laid down in the SA, or fails to nominate another individual as the Keyholders in terms of Clause 3.1(l) of these Terms and Conditions, in the eventuality of the existing Keyholder ceasing to be a Keyholder;
 - (iv) causes unauthorised work or service to SECOM Smart Equipment or permits unauthorised opening of the control panel, detectors or detection equipment; or
 - (v) fails to maintain an outgoing fixed line telephone service and any other necessary communication services in order to facilitate the transmission of Signals from and to SECOM Smart Equipment and the CCC, in accordance with Clause 3.1(d) of these Terms and Conditions hereunder.
 - (vi) For the avoidance of doubt, SECOM Smart shall not be liable to restore to the original condition any damage which results from the unauthorised removal of SECOM Smart Equipment.

10A Consequences of Termination (Customer's default)

10A.1 Payment by the Customer if the Agreement is terminated under Clause 10(b)

- (a) In the event:
 - (i) the Customer repudiates the Agreement in accordance with the Terms and Conditions hereof; or
 - (ii) SECOM Smart rescinds the Agreement under Clause 10(b) of these Terms and Conditions, the Customer shall be liable to pay to SECOM Smart the sum equal to the outstanding Services Fees (including any outstanding instalment payment and the price of SECOM Smart Equipment, if applicable) and other Fees payable pursuant to Clauses 5.4 of these Terms and Conditions that would otherwise have been payable by the Customer to SECOM Smart under the Agreement to the expiry of the Agreement Term.
- (b) In the event if the Customer fails to pay the Fees and/or any amount thereof in accordance with this clause within fourteen (14) days of termination of the Agreement, the Customer shall be liable to pay interest thereon at the rate of three percent (3%) per month and shall be calculated daily from the expiry of the due date till such time the payment is made by the Customer to SECOM Smart in its entirety and indemnify SECOM Smart against any other costs (including legal costs on a solicitor-client basis), expenses, claims or damages whatsoever arising out of or incidental to the breach of the Agreement.

10A.2 Prospective agreements:

In the event the Agreement is terminated by either party herein in accordance with the provisions hereof, SECOM Smart reserves the right not to consider the Customer for the purpose of rendering of its Services or for the purpose of executing any agreement of any nature whatsoever with the Customer.

11. GENERAL

- (a) Waiver: Any waiver by SECOM Smart of any default or breach, or the non-acceptance by SECOM Smart of any repudiation of the Agreement by the Customer, will not affect SECOM Smart's rights in respect of further or continuing default or breach or any subsequent repudiation by the Customer.
- (b) Severability: If any provision (or part of it) contained in the Agreement is rendered void, invalid or unenforceable in any jurisdiction, then such provision (or part of it) will be severed from the Agreement without affecting the validity of the remaining provisions of the Agreement.
- (c) The Agreement will be binding on the successors, substitutes, permitted assigns, executors and administrators of the parties to the Agreement. Where there is more than one Customer, the liability of each shall be joint and several.
- (d) Transfer and Assignment: The Customer may not transfer, assign or novate any of its rights or obligations under the Agreement to any Person without the prior written consent of SECOM Smart. SECOM Smart may at any time, without notice or consent of the Customer, transfer, assign or otherwise dispose of any of SECOM Smart's rights and/or obligations under this Agreement by way of assignment or novation or otherwise to any party as SECOM Smart may at its absolute discretion decide. To the extent of the rights and obligations transferred or assigned, the transferee shall have the same rights and obligations as it would have had if it had been a party to this Agreement. In order to effect the transfer or assignment as aforesaid, the Customer undertakes to, at no cost on the part of SECOM Smart, promptly execute and deliver all documents, agreements or instructions whatsoever as may be required by SECOM Smart.
- (e) Governing Law: The parties agree to work together in good faith to attempt to quickly settle disputes or differences that may arise pursuant to this Agreement by consultation and negotiation prior to initiating any legal proceedings. The Agreement shall be governed by the laws of Singapore and the parties hereby submit to the exclusive jurisdiction of the Courts of Singapore on any matter concerning the Agreement.
- (f) Rights of Third Parties: A person or entity who is not a party to the Agreement has no rights under any applicable legislation, to enforce any term or condition in the Agreement regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. The parties exclude the application of the Contracts (Rights of Third Parties) Act (Cap 53B). For the avoidance of doubt, nothing in this clause shall affect the rights of any permitted assignee or transferee of the Agreement.
- (g) Notices: Any notice or other communication under the Agreement shall be in writing sent or delivered to the address of the parties indicated in the Agreement or to such other address as the party may notify in writing to the other and will be deemed to be duly received by or served on the addressee if delivered:
 - (i) in person, when delivered;
 - (ii) by post, seven (7) days from the date of postage;
 - (iii) by facsimile transmission, on dispatch of the transmission;
 - (iv) by SMS to a telephone number specified by the Customer; or
 - (v) by electronic mail to an email address specified by SECOM Smart or the Customer.
- (h) Unless stated otherwise in the Agreement, the Agreement shall continue to be binding and valid for all purpose whatsoever notwithstanding any change, amalgamation or reconstruction may be made in the constitution of SECOM Smart or the act of the Customer.

12. PERSONAL DATA PROTECTION ACT

12.1 Consent to use personal information

The Customer represents and undertakes that it has read and understood the Privacy Notice made available by SECOM Smart (as may be amended/ updated by SECOM Smart from time to time). Without prejudice to the terms in such Privacy Notice, the Customer expressly consents (a) to the processing of personal data provided by the Customer (including personal data of its directors, employees and personnel) carried out by SECOM Smart and its shareholders, subs-contractors, vendors or licensors for the purpose of providing the Services; (b) to obtain and disclose the Customer's and its directors, employees and personnel' credit information which may include personal data to any third party for the purpose of assessing the Customer's credit worthiness, to collect payment due to SECOM Smart, to discharge SECOM Smart' obligations pursuant to the Agreement, for SECOM Smart to enforce its right under the Agreement or as may be required by applicable law and etc.; and (c) to being contacted by SECOM Smart for marketing purposes, including receiving updates on services offered by SECOM Smart and its related companies, festive promotions, special offers, event invitations, and the launch of new products and services by SECOM Smart and its related companies.

13. PROPRIETARY INFORMATION

- (a) The Customer acknowledges that all Proprietary Information and all right, title and interest therein are the sole property of or licensed by SECOM Smart and the Customer shall gain no right, title or interest in the Proprietary Information whatsoever. The Customer specifically acknowledges SECOM Smart's exclusive rights to ownership of any modification, translation or adaptation of the Proprietary Information and any other improvement or development based thereon, whether developed, supplied, installed or paid for by or on behalf of the Customer or any buyer of the Customer or otherwise.
- (b) The Customer must not and must not permit any person reasonably within its control nor procure any person to modify, copy, clone or reverse engineer SECOM Smart Equipment and Services, or copy, modify or decompile any of SECOM Smart's documentation relating to SECOM Smart Equipment and Services.
- (c) The Customer shall not disclose any confidential information relating to the installation without the previous consent in writing of SECOM Smart or to use any such information to the detriment of SECOM Smart and this clause shall continue in effect for so long as the Customer is in possession of the SECOM Smart Equipment.
- (d) The Customer shall inform SECOM Smart immediately on becoming aware of any suspected or actual:
 - (a) Infringement by any third party of the Proprietary Information; or
 - (b) Unauthorised or unlawful use of SECOM Smart Equipment.

14. SECOM SMART SECURITY

- 14.1 Where SECOM Smart Security are provided under this Agreement, Clause 14 shall apply and:
- (a) SECOM Smart agrees to use reasonable endeavours to provide the SECOM Smart Security;
 - (b) SECOM Smart does not warrant that the SECOM Smart Security will be:
 - (i) uninterrupted; or
 - (ii) free of errors or faults;
 - (c) The availability of SECOM Smart Security is subject to the suitability of the location or locations where the SECOM Smart Security are to be used and/or provided and the availability of wireless telemetry coverage and sufficient internet protocol connectivity. SECOM Smart may terminate the provision of SECOM Smart Security or this Agreement if it determines in its sole discretion that there is not sufficient wireless telemetry coverage or broadband connectivity at the Site.
- 14.2 SECOM Smart will not be liable to the Customer or any third party in connection with:
- (a) the suspension, interruption failure, delay or restriction or failure of transmission of the SECOM Smart Security caused by matters outside SECOM Smart's reasonable control; including:
 - (i) internet, satellite or radio interference due to atmospheric conditions, geographic factors, network congestion, maintenance outages and other operational or technical difficulties; or
 - (ii) the distance from that part of the Equipment comprised of the alarm panel and automation gateway to the other Equipment;
 - (b) any code errors, viruses (known or unknown) arising from the use of the SECOM Smart Security;
 - (c) any incompatibility of the SECOM Smart Security with any other software, hardware or material on the Device or any other property owned by the Customer;
 - (d) any damage to the Customer's Device or any other property caused by the use of the SECOM Smart Security;
 - (e) any misuse or failure of the SECOM Smart Security caused by the Customer or any User using the SECOM Smart Security;
 - (f) any loss the Customer or any other person suffers as a result of:
 - (i) any use, misuse or unauthorised use of the SECOM Smart Security or of the Customer's login details or account;
 - (ii) the Customer's internet service, telecommunications or other utility provider;
 - (iii) the Customer's use of its internet connection; or
 - (iv) the Customer's negligence or failure to follow SECOM Smart's reasonable instructions or any other matter outside of SECOM Smart's reasonable control.
- 14.3 The Customer assumes full responsibility for:
- (a) the placement, location, direction and presence of the Equipment and any components

- (b) (whether or not furnished by SECOM Smart) such as, cameras, recording devices, peripheral devices or other devices;
- (c) the recording, transmission, transfer or other use of any images/data captured by the SECOM Smart Security;
- (d) the manner of Customer's use of the SECOM Smart Security or any image or data captured or generated by it;
- (e) operating, setting, arming, disarming, viewing, configuring, modifying, reviewing and controlling the SECOM Smart Security and any associated systems e.g., thermostats, heating/air conditioning systems, lighting systems, doors, garage doors, fans, blinds, shutters, locks, appliances, et cetera connected to the SECOM Smart Security;
- (f) complying with all applicable laws related to the Customer's use and operation of the SECOM Smart Security;
- (g) all of the Customer's employees, agents, and personnel using the SECOM Smart Security (Users) access to and use of the SECOM Smart Security. The Customer shall, and shall cause its Users to, fully comply with all laws governing the placement, presence, operation and use of the SECOM Smart Security and any data, photographs, images, live and archived video/audio feeds/recordings (collectively, "Recordings") captured by or generated by the SECOM Smart Security.

14.4 Access to the SECOM Smart Security App is available to Customers with a current SECOM Smart account for the provision of SECOM Smart Security.

- (a) To activate any web based features or features of the SECOM Smart Security App, Customers must download the SECOM Smart Security App and/or log in to the web-based service and may be required to accept terms of use of SECOM Smart or its service providers. By downloading, accessing or using the SECOM Smart Security App or any web based features the Customer agrees to any terms and conditions which govern their use. All of the Customer's Users are subject to such terms and conditions.
- (b) Any terms and conditions of the SECOM Smart Security App or SECOM Smart Security maybe modified by SECOM Smart or its service providers from time to time. Changes to such terms and conditions will be effective when posted and the Customer is deemed to have agreed to such terms and conditions if it continues to use the SECOM Smart Security and/or SECOM Smart Security after such modified terms and conditions have been posted.
- (c) A Device is required to operate the SECOM Smart Security App. The Device is to be provided by the Customer at its sole risk, cost and expense.
- (d) Access to the internet and an email or text message address are required for use of and access of certain features of the SECOM Smart Security.
- (e) Copyright, trademarks and all other intellectual property rights in all material, content or software supplied as part of the SECOM Smart Security (including the SECOM Smart Security Home App) will remain vested in SECOM Smart, or where applicable SECOM Smart's licensors. SECOM Smart grants the Customer a limited, non-transferable license to use such rights for its personal use of the SECOM Smart Security solely in accordance with this Agreement. SECOM Smart may terminate the license to access and use the SECOM Smart Security App immediately upon SECOM Smart ceasing to provide the Customer with SECOM Smart Security.
- (f) The Customer will not, and will not facilitate or authorise any third party to copy, transfer, publish, rent, reproduce, record, transmit, frame, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit the SECOM Smart Security App.
- (g) In providing the Services, SECOM Smart, its third party suppliers or affiliated companies or their agents, employees, or directors: (a) may transmit, record, store, provide and/or receive unencrypted data, recordings, video monitoring services, still photo images, e-mails and text messages ("Transmissions") via the Internet and/or store such Transmissions in facilities located outside of Singapore including the United States or any other country, and (b) SECOM Smart cannot and does not warrant, assure, or guarantee the integrity, accuracy, confidentiality, or security of any Transmission of or from unauthorised or unexpected use, disclosure, corruption, interception or other improper act (collectively, "Security Risks"). To the extent permissible at law, SECOM Smart excludes liability for any Security Risks. If SECOM Smart stores any Transmissions on Customer's behalf, SECOM Smart cannot and does not warrant, assure or guarantee the length of time such Transmissions will be stored.
- (h) SECOM Smart reserves the right to suspend, cease, alter or upgrade any function relating to the SECOM Smart Security or SECOM Smart Security App at any time.
 - (i) If the SECOM Smart Security are terminated, the Customer acknowledges and agrees that it will no longer be able to use, monitor or access SECOM Smart Security,

or any recordings or information stored on the SECOM Smart Security App or any associated web based service and any such recordings or information stored, in the normal course of SECOM Smart's business, may be permanently removed from SECOM Smart's systems and will no longer be available to the Customer.

- (j) The Customer acknowledges that discontinuance of the SECOM Smart Security will affect the ability of any Equipment to communicate with SECOM Smart's CCC including the transmission of Signals to the CCC. If SECOM Smart is required to attend the Customer's Site to service or replace components of the Equipment so that it can continue to communicate with SECOM Smart's CCC, due to the Customer discontinuing the SECOM Smart Security, this will be at the Customer's expense.
- (k) The Customer is solely responsible for any internet, telecommunications or other connectivity charges (including SMS charges) incurred on their personal Device including any charges incurred as a result of using the SECOM Smart Security.

15. OTHER APPLICATIONS

- 15.1 SECOM Smart may, in its sole discretion, make available software applications or websites (Software Applications) to use and access the Services. Such service is only available to Customers with a current SECOM Smart account for the provision of Services.
- 15.2 To activate any web based features or features of the Software Applications, Customers may be required to accept terms of use of SECOM Smart or its service providers. By downloading, accessing or using the Software Applications, the Customer agrees to any terms and conditions which govern their use.
- 15.3 Any terms and conditions of the Software Applications may be modified by SECOM Smart or its service providers from time to time. Changes to such terms and conditions will be effective when posted and the Customer is deemed to have agreed to such terms and conditions if it continues to use the Software Applications after such modified terms and conditions have been posted. The Customer acknowledges:
 - (a) Access to the internet and an email or text message address are required for use of and access of certain features of the Software Applications.
 - (b) Copyright, trademarks and all other intellectual property rights in all material, content or software supplied as part of the Software Applications will remain vested in SECOM Smart, or where applicable SECOM Smart's licensors. SECOM Smart grants the Customer a limited, non-transferable licence to use such rights for its personal use of the Software Applications solely in accordance with this Agreement. SECOM Smart may terminate the licence to access and use the Software Applications immediately upon SECOM Smart ceasing to provide the Customer with Services.
- 15.4 The Customer will not, and will not facilitate or authorise any third party to copy, transfer, publish, rent, reproduce, record, transmit, frame, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit the Software Applications.
- 15.5 In providing the Services, SECOM Smart, its third party suppliers or affiliated companies or their agents, employees, or directors: (a) may transmit, record, store, provide and/or receive unencrypted data, recordings, video monitoring services, still photo images, e-mails and text messages ("Software Application Transmissions") via the Internet and/or store such Software Application Transmissions in facilities located outside of Singapore including the United States or any other country, and (b) SECOM Smart cannot and does not warrant, assure, or guarantee the integrity, accuracy, confidentiality, or security of any Software Application Transmissions of or from unauthorised or unexpected use, disclosure, corruption, interception or other improper act (collectively, "Software Application Security Risks"). To the extent permissible at law SECOM Smart, excludes liability for any Software Application Security Risks. If SECOM Smart stores any Software Application Transmissions on Customer's behalf, SECOM Smart cannot and does not warrant, assure or guarantee the length of time such Software Application Transmissions will be stored.
- 15.6 SECOM Smart shall not (i) be held liable or jointly liable with the vendor in connection with the Software Application, and/or (ii) be required to assume any duties regarding the Software Application or be required to find substitute Software Application in the event that such Software Application is discontinued, suspended, terminated or otherwise became unavailable due to any reasons.
- 15.7 SECOM Smart reserves the right to suspend, cease, alter or upgrade any function relating to the Software Applications at any time.
- 15.8 If the Software Applications are terminated, the Customer acknowledges and agrees that it will no longer be able to use, monitor or access the Services, or any recordings or information stored on the Software Applications or any associated web based service and any such recordings or

- information stored, in the normal course of SECOM Smart's business, may be permanently removed from SECOM Smart's systems and will no longer be available to the Customer.
- 15.9 The Customer acknowledges that discontinuance of the Software Applications may affect the ability of any Equipment to communicate with SECOM Smart's CCC including the transmission of Signals to the CCC. If SECOM Smart is required to attend the Customer's Site to service or replace components of the Equipment so that it can continue to communicate with SECOM Smart's CCC, due to the Customer discontinuing the Services, this will be at the Customer's expense.
- 15.10 The Customer is solely responsible for any internet, telecommunications or other connective charges (including SMS charges) incurred on their personal device including any charges incurred as a result of using the Software Applications.
- 15.11 The Customer acknowledges that the Software Applications may be interrupted and may not be error free.