

TOP SECURITY TERMS & CONDITIONS

1. Definitions:

Words appearing in bold type in these conditions have the prescribed meanings as set out Below;

- a. **“Agreement”** means these terms and conditions, the installation and billing details, and any additional documents or information supplied to avail of the Service;
- b. **“Company”** means Top Security, a company incorporated in Ireland with registered number 4813210E having its registered office at Westgate House, Westgate Business Park, Ballymount, Dublin 24;
- c. **“GDPR”** means the (Directive (EU) 2016/680), Data Protection Act 2018;
- d. **“Events outside the Company’s control”** has the meaning as set out in Clause 2 of this Agreement;
- e. **“Installer”** means the person or persons who sold and installed the Signalling Equipment at the Installation Site;
- f. **“Installation Site”** means the address at which the Signalling Equipment has been installed;
- g. **“Minimum Period”** means 24 calendar months, commencing on the date that your system is connected to the Service;
- h. **“Network”** means the mobile cellular network.
- i. **“Agreement”** means the Agreement you have chosen when signing up to the Service which determines the service charges payable by you for the Service;
- j. **“Service”** means the Top Security service provided by which alerts and notifications are transmitted to your smart phone or mobile phone from Signalling Equipment fitted by the Installer at the Installation Site;
- k. **“Service Provider”** means Top Security, a company incorporated in Ireland with registered number 4813210E having its registered office at Westgate House, Westgate Business Park, Ballymount, Dublin 24;
- l. **“Signalling Equipment”** means the GSM/GPRS & IP Modem, Lan-Card, Digital Communicator.

2. Events outside the Company’s Control

The Company shall use its best endeavours to provide the Service to you however its ability to do so may be affected by circumstances beyond its control. These circumstances include but are not limited to the capability of the Signalling Equipment, the Network capacity or its availability, geographic or atmospheric conditions, maintenance requirements, equipment failures or your smartphone or mobile phone settings not being correctly configured or not operating correctly.

3. Payment

- a. You shall pay the service charges for the agreement you have chosen by direct debit.
- b. The Company reserves the right to stop the service if the subscriber fails to make scheduled payment.
- c. You are obliged to notify the Company of any billing queries within fourteen (14) calendar days of the renewal.
- d. All figures in this agreement are expressed inclusive of Value Added Tax at the appropriate rate.

4. Your Responsibilities You must

- a. Adhere to any conditions set by the Company regarding use of the Signalling Equipment and
- b. Inform the Company immediately on the event that your name, address or bank details change. You must not use any equipment that has not been approved or supplied by Top Security. For the avoidance of doubt only equipment supplied by Top Security is approved by the Company. In

circumstances where you are in doubt as to whether the relevant equipment is approved, you should contact your Installer for clarification.

5. Termination of Agreement by service user

You have the right to terminate this Agreement at any time after completing the Minimum two year period by writing to the Company at Westgate House, Westgate Business Park, Ballymount, Dublin 24, or by sending an email to the Company at topapp@topsecurity.ie

6. Payments on Termination

Notwithstanding anything in this agreement to the contrary, this agreement shall be terminated by the subscriber by one (1) month notice in writing to the company if at any time the subscriber has a change of circumstances that may lead to the TopApp service no longer being required. The notice shall not give rise to any claim by either party hereto against the other save that the subscriber shall forthwith pay to the company all monies due to the company.

7. Changes to the Service

- a. In the event that the law changes or the VAT rate or any other tax rate is increased, the Company is permitted to amend the terms of this Agreement accordingly by giving you one week's written notice.
- b. The Company is permitted to change the service charges for the Agreement you have chosen at any time by giving you prior written notice of the change thirty (30) calendar days prior to the change. On the event that the Company increases the service charges for the Agreement you have chosen, you are permitted to terminate this Agreement by providing written notice to the Company.
On this event, you will only be obliged to discharge the invoices for the Service already due and owing by you. This Agreement will terminate on the date that is thirty (30) calendar days from the date that the Company receives your written notice. During the notice period the previous service charges for the Agreement you have chosen will apply.

8. Termination of Agreement by the Company

- a. The Company is permitted to terminate this Agreement immediately without providing written notice on the event that you become bankrupt, insolvent or go into liquidation or if you enter into a voluntary arrangement or have a receiver or an administrator appointed over any or all of your assets.
- b. The Company is permitted to terminate this Agreement on the event that:-
 - (i) You breach the terms of this Agreement and do not remedy the breach within fourteen (14) calendar days of being notified of the breach;
 - (ii) There are monies owed on your account in excess of sixty (60) calendar days;
 - (iii) If the Network shuts down for any reason; or
 - (iv) If you provide the Company with false information.

9. Termination Payments

On the event that the Company terminates this Agreement on foot of Clause 8 (b) you will only be obliged to pay the service charges for the Agreement you have chosen that are already owed by you to the Company. On the event that the Company terminates this Agreement for any other reason, you will be obliged to pay all the service charges for the Agreement you have chosen as if you had terminated this Agreement on foot of Clause 7b.

10. Suspension of Service

The Company is permitted to suspend the Service on the event that:

- a) the Network fails, or modification or maintenance work is being carried out, or if the Network is unavailable for any reason; or
- b) the Company does not receive full payment from you when such payment falls due.

11. Liability of the Company

On the event that the Company breaches or terminates this Agreement or is negligent, it will not be responsible for the losses suffered by you as a result of the breach or termination. The Company shall not, to the maximum extent permitted by law, be liable for loss or damages (whatsoever or howsoever caused, whether direct, indirect or consequential) arising out of or in connection with this Agreement.

12. Data Protection Data

Collected in the course of this Agreement will be processed in accordance with the GDPR, to provide the Service and to administer your account. The Company confirms that it shall not share the relevant data provided by you with any third party.

13. Transfer of Agreement

You are not permitted to transfer all or any part of this Agreement to any third party without the prior written consent of the Company. For the avoidance of doubt this Agreement is personal to you. On the event that you wish to transfer this Agreement to a third party you will be obliged to contact the Company prior to the proposed transfer.

14. Disputes and the law

This Agreement is governed by Irish Law. Please contact the Company directly with any complaint you have in relation to the Service.