

# TERMS & CONDITIONS



The customer's attention is drawn in particular to the provisions of clauses 10 & 11.

## 1. INTERPRETATION

- 1.1 The definitions in this clause apply in the terms and conditions set out in this document:
- Area of Coverage:** the area of GSM coverage of the SIM card placed in the Product
- Company:** Trident Associated Securities Communications Limited (TASK) also trading as TASK, TASK Community Care, TASK247, TASK Telecare and TASK Ltd.
- Customer:** means the party purchasing Products from the Company, named in each Order
- Force Majeure Event:** shall have the meaning given in clause 12.
- Mobile Network Provider:** any provider of GSM cellular telecommunication services which can be accessed via a SIM card issued by them.
- Monitoring Service/s:** the services and facilities used by the Company to monitor alarm calls made by the Customer as set out in the Order, and as further outlined in Clause 8 of these Terms.
- Nominated Contact/s:** the named person/s you provide to us for the purposes of our Monitoring Service contacting in the event of an alarm call who may or may not be keyholders of your premises.
- Order:** your order for the Products.
- Privacy Notice:** our customer privacy notice.
- Product/s:** the products that we are selling to you as set out in the Order
- Services:** the subscription GPS location tracking services, including the online location viewing platform, supplied by the Company to the Customer in the Area of Coverage.
- SIM:** a subscriber identity module card which stores data for GSM cellular telephone subscribers and which the Customer needs to purchase from a Mobile Network Provider for us to be able to provide

the Services, unless such card is supplied as part of the Order.

**Terms:** the terms and conditions set out in this document

**Writing or Written:** includes e-mail.

- 1.2 Headings do not affect the interpretation of these terms.

## 2. BASIS OF SALE

- 2.1 We consider that these Terms and the Order set out the whole agreement between you and us for the sale of the Products. Please check that the details in the Terms or on the Order are complete and accurate before you commit yourself to the contract. If you think there is a mistake or omission in these documents, please contact us immediately. Any changes to the specification of the Products or other variation to the Terms or Order that you agree with our authorised employees and agents will be only be binding if recorded in writing. We only accept responsibility for statements and representations by our authorised employees and agents that are made in writing. **Please ensure that you read and understand these Terms before you sign the Order**, because you will be bound by them once a contract comes into existence between us in accordance with clause 2.5.
- 2.2 Any samples, drawings, or advertising we issue, and any illustrations contained in our catalogues or brochures, are produced solely to provide you with an approximate idea of the Products they describe.
- 2.3 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.
- 2.4 The Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.
- 2.5 These Terms shall become binding on you and us when:

- (a) we issue you with written acceptance of an Order; or
- (b) we notify you that the Products are ready,

whichever is the earlier, at which point a contract shall come into existence between us.

2.6 Any quotation for the Products is given on the basis that a binding contract shall only come into existence in accordance with clause 2.5. A quotation shall be valid for a period of 30 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

2.7 We have the right to revise and amend these Terms from time to time, for instance to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

### 3. THE PRODUCTS – [WARRANTY]

3.1 We warrant that unless otherwise stated on the Order and agreed by us, on delivery and for a period of [12] months from the date of delivery the Products shall:

- (a) conform in all material respects with the manufacturer's specification subject to any qualification or representation contained in our brochures, advertisements or any other documents;
- (b) be of satisfactory quality;
- (c) be fit for any purpose we say the Products are fit for or for any reasonable purpose for which you use the Products; and
- (d) be free from material defects in design, material and workmanship.

3.2 This warranty is in addition to your legal rights in relation to Products which are faulty or which otherwise do not conform with these Terms.

3.3 This warranty does not apply to any defect in the Products arising from fair wear and tear, wilful

damage, accident, negligence by you or any third party, if you use the Products in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.

3.4 We will take reasonable steps to pack the Products properly and to ensure that you receive your order in good condition.

3.5 These Terms apply to any repaired or replacement Products we supply to you in the unlikely event that the original Products are faulty or do not otherwise conform with these Terms.

## 4. DEFECTIVE PRODUCTS AND RETURNS

### DEFECTIVE PRODUCTS

4.1 In the unlikely event that the Products do not conform with these Terms, please let us know as soon as possible after delivery. We will at our absolute discretion either collect the Products on a date agreed between us or ask you to return the Products to us at our cost and once we have checked that the Products are faulty, we will:

- (a) provide you with a full or partial refund;
- (b) replace the Products; or
- (c) repair the Products.

4.2 These Terms will apply to any repaired or replacement Products we supply to you.

### RETURNS WITHIN 14 DAYS

4.3 Subject to clause [4.8 and 4.9] below, if you are unhappy with the Products for any other reason, you may return them to us at your own cost within 14 calendar days of receipt.

4.4 You may within 14 calendar days of receiving an Order, amend or cancel an Order by providing us with written notice. If you are unhappy with the Products or simply change your mind, you can return

them to us at your own cost and receive a refund for the cost of the Products.

4.5 You may unpack the Products and inspect them properly as you would have if you had bought the item from a shop. However, you understand that if you have used it beyond this, it could have an effect on our ability to sell it to someone else and so where the value of the Product has been reduced by your use, we will only make a partial refund equal to the reduced value of the Order. We also reserve the right to deduct an amount from the purchase price should the returned Products be incomplete.

4.6 All returns must be sent back fully complete and in the original packaging for re-sale as brand new units as all customers expect. It is the Customer's responsibility to ensure that the goods are adequately packaged in order to avoid damage in transit and proper transit. We can only start the refund process once goods are successfully returned in an undamaged condition. Any return should be sent back by the Customer using a signed for and insured delivery service. With the return you should quote your invoice number and date of purchase, or include a print out of your invoice.

4.7 You may within 14 calendar days of your Order for Monitoring Services, amend or cancel your Order by providing us with written notice.

4.8 No cancellation of the location tracking Services will be accepted if you have activated your account with us by using the password and confirmation details sent to you to login.

4.9 No cancellation of your SIM contract will be accepted if you have activated a SIM contract, in your Order. SIM activation is deemed to have occurred when you place the Order with us and agree to these Terms, unless you have requested SIM activation be delayed and we have agreed, and the alternative date of activation is confirmed by us on the Order.

4.10 We cannot refund orders over 14 days old. If an item proves to be faulty a replacement will be offered or a credit note issued

## **5. DELIVERY**

5.1 We will aim to deliver the Products to you within seven calendar days of the date of receipt from you of payment in full for the Products as set out in the Order.

5.2 Unless otherwise agreed by us in writing, delivery of the Order shall be completed when we deliver the Products to you.

5.3 We will take reasonable steps to deliver within the period set out on the Order or as otherwise agreed between us in writing. However, occasionally delivery may be affected by factors beyond our control and so cannot be guaranteed. We will let you know if we become aware of an unexpected delay and will arrange a new delivery date with you.

5.4 If you fail to take delivery of an Order within seven (7) days of the date set out in the Order, then, except where this failure is caused by our failure to comply with these Terms or by an event beyond your control:

(a) we will store the Products until delivery takes place and may charge you a reasonable sum per day to cover expenses and insurance; and

(b) we shall have no liability to you for late delivery.

5.5 If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we will deliver the Order in instalments. We will not charge you extra delivery costs for this. If you ask us to deliver the Order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

## **REFUNDS OVER 14 DAYS**

<b>6.</b>	<b>TITLE AND RISK</b>		
6.1	The Products will be your responsibility from the time of delivery.		of payment. It is your responsibility to notify us of any changes to card details, for example if the credit/debit card expires, and is not automatically updated. To cancel your subscription/plan it is your responsibility to contact us to request cancellation at least 7 days before the next payment is due to be taken from your account.
6.2	Ownership of the Products will only pass to you when we receive payment in full of all sums due for the Products.		
<b>7.</b>	<b>PRICE AND PAYMENT</b>		
7.1	The price of the Products will be as set out in the Order. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in writing.	7.6	Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend any other outstanding Order until you have paid the outstanding amounts.
7.2	These prices include VAT unless otherwise stated in the Order. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in the rate of VAT takes effect.	7.7	Clause 7.5 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.
7.3	It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where the Products' correct price is less than our stated price, we will charge the lower amount when dispatching the Products to you. If the Products' correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Products, or reject the Order and tell you. If the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price.	<b>8.</b>	<b>SUPPLY OF MONITORING SERVICES</b>
7.4	Payment for all Products must be made in advance by bank transfer, cheque, postal order, credit card or debit card, unless otherwise stated on the Order.	8.1	On the understanding that you, agree and adhere to the customer obligations set out in these terms and conditions, we will respond to and action any emergency call received at the monitoring centre. This service will be active during the subscription / contract period.
7.5	When you sign up to a subscription plan via credit or debit card you understand and agree that subsequent payments will be taken from that method	8.2	During an emergency alarm call initiated by a customer, we shall take the appropriate action dependant on the given circumstances including (but not limited to) contacting your nominated contacts, Doctor or emergency services. However, if no response is given during a two-way conversation where the monitoring operator is attempting to communicate with the customer then the action may be limited to contacting your nominated contacts.
		8.3	Our obligations under the Monitoring Service shall under no circumstances extend beyond the obligation to receive and relay alarm calls as set out above and we shall not be liable directly or indirectly for the failure of any third party (e.g. any nominated contact, emergency service, or doctor) to respond appropriately after we have notified them of the alarm.

8.4 We shall have the right to make any changes to the Monitoring Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.

- 8.5 We warrant to you that the Monitoring Services will be provided using reasonable care and skill. We do not warrant though that the Monitoring Services will be available 24/7. Occasionally for operational reasons including provision of service enhancements and/or software upgrades we may
- (a) Change the performance or functionality of the Monitoring Services or the way we provide the Monitoring Services provided that any change to the Monitoring Services doesn't affect the performance or functionality of the Monitoring Services to your material detriment; and
  - (b) Interrupt or suspend the Monitoring Services. If this happens, we shall restore the Monitoring Services as quickly as possible.

## 9. PERSONAL INFORMATION & DATA PROTECTION

9.1 We need to collect certain personal information from you at the time of you placing the Order ("Personal Information") to provide you with the Products and/or Services. This Personal Information will form part of a record of your dealings with us. When you contact us, we may ask for certain Personal Information to be able to check your identity and we may make a note of this. We will keep Personal Information given to us by you or others during your relationship with us. You agree that we may process and update your Personal Information in accordance with our customer Privacy Notice.

## 10. LIMITATION OF LIABILITY

10.1 Subject to clause 10.3 and clause 10.2, if either of us fails to comply with these Terms, neither of us

shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

10.2 Subject to clause 10.3, neither of us shall be responsible for losses that result from our failure to comply with these Terms which fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of profit;
- (c) loss of business;
- (d) loss of anticipated savings;
- (e) loss of data; or
- (f) any waste of time.

In no event shall we and/or any supplier of Services be liable for any cost, delay, failure or disruption of service, lost profits, or incidental, special, punitive or consequential damages. However, this clause 10.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

10.3 Nothing in this agreement excludes or limits in any way our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

10.4 You understand that the Product is not guaranteed to prevent any loss or injury. We do not guarantee in any way that the device will prevent accidents, death or personal injury to you or others, property damage, illegal entry or undue delay in any emergency service response from occurring and are not liable in any manner for any loss or damage resulting there from.

10.5 You understand we are not responsible or liable for any injury, loss or damage caused by Nominated

Contacts or other persons responding, failing to respond, or failing to respond promptly to your home or other location.

10.6 You understand we are not responsible or liable for any injury, loss or damage caused in whole or in part by damage to the device while in your possession, improper installation, unreasonable use or abuse of the device, failure to provide proper maintenance or to follow the written instructions provided or failure to regularly test the device.

10.7 You assume all responsibility and risk for use of the Services and/or Products.

10.8 We do not guarantee the uninterrupted working of the Services or of any related equipment or hardware, and shall not be liable to Customer, or other person or entity for any damages whatsoever and howsoever caused.

10.9 You understand that neither the Products nor the Services can be expected to perform without interruption from time-to-time.

10.10 You agree that we shall not be responsible for such interruptions of Services or the inability to use the Services outside the Services area known by us to provide more reliable coverage.

10.11 You understand that we cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Services.

10.12 The Products are not designed, manufactured or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, high risk medical situations, or military environments ("High Risk Activities") and any express or implied warranty of fitness for High Risk Activities is expressly disclaimed.

10.13 The Products are not medical devices. The Services are not medical treatment. The nature of this

transaction is the sale of a wireless communication device, which can experience disruption and defect. We specifically and explicitly recommend regular monitoring of users of the Products and Services. The Products should not be considered a stop-gap against injury or illness.

10.14 You undertake not to use the Products and Services for any purpose contrary to law or regulation.

10.15 We do not guarantee that the Product can connect to a mobile network at all times. It is your responsibility to ensure coverage is adequate in the areas you anticipate usage. Most cellular network providers provide coverage maps on their own respective websites and it is your responsibility to check these for coverages before purchase. You understand the mobile alarm connection depends on where you are in relation to the available cellular network coverage. We do not guarantee that coverage. You must also accept that physical structures may block or inhibit coverage, including basements, lifts, underground car parks, concrete buildings, and tunnels. Geographic features which could block or inhibit coverage include formations such as hills, mountains and trees. You understand that it is possible that if the Product is in a location where there is no GPS signal, that there may also be no mobile signal, meaning its functions will not operate until it is moved to an unobstructed location.

10.16 You understand that the Products GPS functions and the help SMS alarms which the Product sends out with a GPS location are limited to the common constraints of all GPS systems. The Product uses the built in GPS technology to the location of the Product with an accuracy of around 5 meters. In order for the GPS functions to work it requires a line-of-sight connection to satellites in the sky. For the Product to receive the signal it needs to be pointed to the sky. It can take up to 10 minutes to receive it's time to first fix (TTFF) and work out the co-ordinates of its exact location.

10.17 The Product checks for an updated GPS location when the Product detects movement in accordance with the default power saving mode, and therefore we



cannot guarantee that the Product knows the current GPS location at all times, i.e. when the help/SOS button is activated or when a 'locate' request is sent to the Product.

10.18 Some of the Products have fall detection; however, the activation depends on the angle and/or velocity the tracker hits the ground and/or sensitivity settings of the Products. Therefore, for example, if the user slides down a wall or falls lightly, the fall detection may not activate. In this case, some Products permit the user to press the SOS button for assistance. Ensure you have read any associated instructions and documentation for full details.

10.19 If you have a pacemaker, you cannot wear the GPS Product around your neck. Please only attach to a belt clip or keyring. Your personal help button must not be worn within 25cm of your pacemaker.

10.20 Once every few months your GPS Product may be automatically updated. This will usually occur during the early hours of the morning and takes approximately two minutes. Your GPS Product may not respond to a button press during this time so if there is no response then please press your button again.

10.21 We do not guarantee that a help SMS, email or call will be received by the Nominated Contacts, or within a short time frame.

10.22 In the event that the Products cannot receive the GPS signal it will provide its last known position, only in an SMS.

## 11. ADDITIONAL CUSTOMER OBLIGATIONS

11.1 You understand it is your responsibility to ensure you are familiar with how the Products and Services work.

11.2 You understand that GSM Products and Services, such as location trackers or GSM telecare units for homes without a landline, are dependent on the SIM card purchased by you being within an area of

coverage, and a valid and subsisting contract for supply of cellular telecommunications services in respect of that SIM card being in place with a Mobile Network Provider. We shall have no liability to you in the event that you have no such contract in place with such mobile network provider or if you have no credit on such contract at any time. It is your responsibility to regularly check that there is enough credit for functioning. We take no responsibility for the Purchase of a SIM card, its network coverage capability, checking or recharging of credit at any time, other than where a SIM for the Products has been purchased as part of the Order.

11.3 If the Goods or Services are being purchased by you for use by another third party you warrant to us that you have obtained all consents legally required from such third party as to their location being tracked by us in the course of our providing the Services and/or the disclosure of any personal data concerning such third party to us.

11.4 You understand it is your responsibility to ensure the battery is kept charged on all Products.

11.5 You understand a test call should be carried out from the Products at least once per month.

11.6 You understand that any problems with the Products or Services should be brought to our attention as soon as possible and shall not allow any other person other than an employee or agent of the Company to adjust, alter, repair, deface, or interfere with the Product in any way.

11.7 If you are relying on GPS Products for possible emergencies outdoors, you understand it is your responsibility to ensure coverage is adequate in the areas you anticipate usage and to test the Product before relying on it.

11.8 You understand the products are designed to support you but cannot eliminate risk completely.

11.9 You understand you must not in any way interfere or tamper with the equipment or the SIM card or any part of the Products.

- 11.10 You understand that before Products are used, a test call must be made to engage the Monitoring Service we provide. If you are not using our Monitoring Service, you understand that you must make a test call from the Product to whomever is carrying out the monitoring of the Product before its first use.
- 11.11 You understand that if we are providing a Monitoring Service as part of the Order, it is your responsibility to provide a means by which contacts can gain access to the property in an emergency, if you are unable to answer the door. If emergency services are required to enter the property from which we have received an alert, and in order to gain access need to force entry, you understand that liability for subsequent repair costs is your responsibility.
- 11.12 You understand that if we are providing a Monitoring Service as part of the Order that it is your responsibility to ensure we are provided with the details of Nominated Contacts and others including your doctor, for the purposes of our contacting them in the event of an emergency alarm activation.
- 11.13 You understand it is your responsibility to ensure your own details, including phone and address details are kept up to date and that any changes should be notified to us as soon as possible. This includes keeping us informed of any new or continuing medical treatment and/or conditions and of any changes therein that could be of relevance to the response you receive in an emergency.
- 11.14 You understand it is your responsibility to ensure others details you have provided to us, including contact and address details are kept up to date
- 11.15 You understand it is your responsibility to Nominated Contacts are aware that they have been so named and are in agreement with their name being used for this purpose.
- 11.16 You understand it is your responsibility to ensure the Products are not used to engage in illegal, abusive, or irresponsible behaviour, including any activity or conduct that is likely to result in retaliation against the Products.
- 11.17 You understand it is your responsibility to ensure the Products are kept in an undamaged condition and clean, and that nothing is done to compromise the future use of the Products, by damage, accidental or otherwise. You understand the Products must be kept dry unless otherwise stated in the Product documentation we have provided with your Order.
- 11.18 In the event that you select the option to set up or install the Products or SIM card, you accept full liability for this and hereby accept that you are required to do so in accordance with the instructions accompanying the Products.
- 11.19 You understand that you will not abuse or permit any person to abuse the Monitoring Service, including by being abusive to operators or by making persistent calls without reasonable cause. You understand that if you do so, we reserve the right to terminate the contract, including all Products and/or Services in your Order.
- 11.20 You understand it is your responsibility to ensure you are familiar with all Terms & Conditions of this contract.
- 12. EVENTS OUTSIDE OUR CONTROL**
- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).
- 12.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
- (a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;



- (b) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (d) impossibility of the use of public or private telecommunications networks; or
- (e) pandemic or epidemic.

12.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

### 13. ASSIGNMENT

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

### 14. NOTICES

All notices sent by you to us must be sent to us in writing or by email. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

### 15. GENERAL

15.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

15.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

15.3 A person who is not party to these Terms shall not have any rights under or in connection with them.

15.4 These Terms shall be governed by Irish law and we both agree to the non-exclusive jurisdiction of the courts of Ireland.

Date of completion of Terms: 21 Jan 2021  
 VERSION: Terms & Conditions.v4  
 Trident Associated Securities Kommunications Limited (TASK LTD)