



**Touch  
License Agreement  
Version 1.4**

## Approvals

This document has been read and approved by the following participants responsible for the implementation. Those signing below indicate, by their signature, that the contents of this document are correct and complete and have been prepared in accordance with the currently approved processes.

## Document Revision History

Version	Name	Date	Role
Draft for comment 1.0	David Rensler	10.06.2010	IT Manager
Draft 1.1	David Rensler	20.06.2010	IT Manager
Draft 1.2	Keith Pendlebury	08.02.2011	National Operations Manager
Final issue 1.3	David Rensler	08.02.2011	IT Manager
Issue 1.4	David Rensler	05.03.2014	IT Manager

## Touch Terms

These Terms apply to the Touch internet service (**Touch**) provided by **Security Monitoring Centres Ltd** (the **Company**). The Touch terms pertain to the Touch Website through which the service is accessed (**Website**) and all associated Touch software which the Company may provide (**Software**). This agreement is formed between the **Company**, and the in-contract installation or service company (**Installer**) who shall be responsible for basic administration of their own customers (**End User**). Collectively, the Installer and End User are known within this document as the **Customer**.

Touch is only available to Installers who hold an active, in-contract account with the Company and End Users contracted to these Installers. These Terms are additional to the contractual terms provided by the Company to the Installer and these Terms should be read together with the previous Agreement.

### 1. USE OF TOUCH SERVICE

- 1.1. Touch enables the Installer and End User to access and give instructions and updates regarding the End User's details and their alarm system (**Details**), included in Touch.
- 1.2. The Installer gives End Users full power to administer and operate Touch. The Installer is responsible for:
  - 1.2.1. authorising, appointing, removing and supervising other individuals (**Users**) to access and use Touch.
- 1.3. The Company may suspend or withdraw all or any part of Touch to carry out maintenance work.
- 1.4. The Company may suspend the Customer's use of Touch for security reasons, or where the Company suspects unauthorised or fraudulent use of Touch.
- 1.5. The Company does not guarantee the availability of Touch and accepts no liability arising from non-availability. Where possible, the Company will notify the Customer in advance of any suspension or withdrawal of Touch.
- 1.6. The Company may suspend or cancel a Customer's use of Touch.

### 2. INSTALLER OBLIGATIONS

- 2.1. The Installer will, and will seek to ensure that End Users:
  - 2.1.1. are valid Users of Touch to prevent unauthorised or erroneous Instructions and to minimise the risk of fraud.
  - 2.1.2. comply with the rules, procedures and security measures as required by the Company on the Website and in Touch material.
  - 2.1.3. prevent the security measures becoming known to or accessible by any unauthorised person.
  - 2.1.4. keep secret and confidential the operation and details of Touch, even after termination of the Touch Agreement

2.1.5.maintain their own hardware and software and take appropriate measures to prevent contamination by viruses or similar threats.

### **3. DATA CHANGES**

- 3.1. Data Changes given to the Company through Touch are made directly into the Company's data.
- 3.2. Receipt of Data Changes by the Company is not guaranteed by the use of Touch.
- 3.3. The Company will act on an instructed Data Change immediately.
- 3.4. The Customer must ensure all Data Changes contain the correct details for their nominated keyholder. The omission of a required number or inclusion of an incorrect number, may result in the Company being unable to contact nominated personnel at the appropriate time.
- 3.5. The Company is not responsible for checking any alterations made as part of a Data Change.
- 3.6. The Company will not be liable for acting on a Data Change, even if it is ambiguous, incomplete or inaccurate.

### **4. SECURITY**

- 4.1. Reduced security risks for Touch are achieved through the use of browser based encryption and various security measures described in Touch material and on the Website. The Company will use all reasonable endeavours to keep Touch secure.
- 4.2. The Company does not guarantee that Touch is free from viruses or other security risks. The Company will monitor computer security threats and take appropriate action, exercising the care reasonably expected.
- 4.3. The Installer will tell the Company immediately if the Installer:
  - 4.3.1.suspects or believes that:
    - any security measures may be known to a person other than the relevant End User.
    - there has been any unauthorised use of Touch.
  - 4.3.2.knows or suspects there has been a failure or delay in the Company receiving any Data Changes or knows or suspects a programming or transmission error, defect or corruption in any Data Change. The Installer will assist the Company to remedy the problem.
  - 4.3.3.discovers that any information on the Website is incorrect.
- 4.4. If the Installer or End User tells the Company that there has been a breach of security, the Company will promptly cancel the security access as necessary.
- 4.5. If information accessed or received through Touch is not intended for the End User or Installer, they will:
  - 4.5.1.immediately notify the Company.
  - 4.5.2.not access the information further and immediately destroy any saved/printed copies of the information.
  - 4.5.3.keep the information confidential.

### **5. INTELLECTUAL PROPERTY**

- 5.1. Touch, the Website, all Software and Touch material are the property of the Company and its suppliers and are protected by copyright and other intellectual property rights. The Company grants the Installer and the End User a non-transferable licence to use Touch for the duration of the Touch Agreement.
- 5.2. The Customer will use the Software and any other equipment and materials supplied by the Company solely for the purposes of operating Touch.

### **6. CONFIDENTIALITY**

- 6.1. The Company will take reasonable care to maintain the confidentiality of information relating to the Customer.

- 6.2. The Installer authorises the Company to provide third parties with information the Company believes is necessary, where it engages a third party (**Third Party Supplier**) in connection with Touch.

## **7. EXCLUSIONS AND INDEMNITY**

- 7.1. The liability of the Company under the Touch Agreement is strictly limited to the charge levied for the use of Touch.
- 7.2. The Company is not liable for any loss arising from any cause beyond the Company's control or arising from any of the following:
  - 7.2.1.unauthorised access to any confidential information accessible through Touch.
  - 7.2.2.disruptions to Touch.
- 7.3. The Company is not liable for:
  - 7.3.1.loss or corruption of data, injury to reputation, business interruption, loss of revenue, goodwill, opportunity or anticipated savings.
  - 7.3.2.any indirect or consequential loss.
  - 7.3.3.The Company does not guarantee that the Software is error free.
- 7.4. The Company is not liable for any:
  - 7.4.1.errors, failures or costs arising from any malfunction of the Customer's equipment
- 7.5. The Installer will indemnify the Company against any claims, liabilities, costs, expenses, damages or losses (whether direct, indirect or consequential) that the Company incurs from Instructions or operations affecting third party or any third party claim arising out of or relating to the Installer or End User's use or failure to use Touch.

## **8. TERMINATION**

- 8.1. The Installer may not terminate the Touch Agreement within the first 12 months of initiation.
- 8.2. The Customer may terminate the Touch Agreement by giving the Company 30 days' notice.
- 8.3. The Company may terminate the Touch Agreement by giving the Customer not less than 60 days' notice.
- 8.4. The Company may terminate the Touch Agreement without notice and with immediate effect, or suspend or limit the Installer or End User's use of Touch if:
  - 8.4.1.the Company's licence for any Software is terminated or suspended.
  - 8.4.2.the Customer breaches the Touch Agreement.
  - 8.4.3.the Customer proposes a voluntary arrangement with its creditors.
  - 8.4.4.there is any resolution or petition for liquidation or bankruptcy or insolvency proceedings are commenced, in relation to the Customer in any jurisdiction, except as part of a re-organisation agreed by the Company.
  - 8.4.5.any security is enforced or a receiver or similar official is appointed in respect of any of the assets of the Customer.
  - 8.4.6.there is an application or petition for an administration order, or notice is given to any person of intention to appoint an administrator, or an administrator or similar official is appointed, in relation to the Customer.
- 8.5. Touch will terminate automatically if the Account on which Touch is set up is closed.

## **9. WAIVER**

- 9.1. If the Company waives any of its rights under the Touch Agreement, it does not mean the Company will waive that right in the future.

## **10. SEVERABILITY**

- 10.1. If any of the Terms is determined to be unlawful or unenforceable, the Term will be severed from the remaining Terms which will continue in full effect.

## **11. CHANGES**

11.1. The Company may change any of these Terms. If the change is to the Customer's advantage, the Company may make the change and will notify the Customer either before the change comes into effect or at the earliest opportunity afterwards. In other cases, the Company will give not less than 60 days' advance notice of the changes made. Revised Terms will be available online or from the Company.

11.2. The Company may change the Touch material, Website and Software at any time.