



Terms and Conditions Managed Communications

The terms of your standard INS LifeGuard personal response / medical alarm service are set out in our general Terms & Conditions, a copy of which was provided to you upon commencement of your INS LifeGuard service. These are the terms that apply to you and us specifically in the provision of INS Managed Communication Services (“Services”) (other than those that are implied and can’t be excluded by law) and you acknowledge that we can vary these terms and conditions without notice to you. By placing an order and receiving the Services, you will be deemed to have accepted these terms. You also acknowledge that additional terms and conditions may apply to the provisions of the Services, such as those relating to the use of INS Internet Services and you agree that these terms also apply to the provision of those Services.

1. Definitions

The following definitions have the meaning given to them:

- 1.1 Confidential Information means all information of a party in any form including, without limitation, trade secrets, know-how, processes, techniques, source and object codes, passwords, encryption keys, software, computer records, business and marketing plans and projections, details of agreements and arrangements with third parties, customer information and lists, designs, plans, drawings and models and any other information which a party informs the other party is confidential.
- 1.2 Contract means this Contract and any other terms and conditions of ours which apply to the provision of the Services.
- 1.3 End User means any end user of the Services linked (by notification from you) with your Contract with us.
- 1.4 Equipment means any equipment provided to you by us in accordance with this Contract regardless of whether the equipment is owned by us or by a third party supplier in respect of the Equipment.
- 1.5 Services means the Managed Communication service(s) described in the Order Form and any relevant Schedules attached to these Terms and Conditions.
- 1.6 We/us/our means INS Group ABN 21 003 640 793.
- 1.7 You/Your means the company, person or entity referred to in the Order Form. If there are more than one, you means each of them separately and every two of them jointly. You includes your executors, administrators and assigns. When two or more parties to the Customer Application Form, your undertakings bind you jointly and severally.
- 1.8 Your Content means software (including machine images), data, text, audio, video, images or other content you or any other end user:
 - a. run on the Services;
 - b. cause to interface with the Services; or
 - c. upload to our infrastructure or otherwise transfer, process, use or store on our infrastructure in connection with this Contract.
- 1.9 Any Schedules and appendices or Order Forms attached to these terms and conditions are part of this Contract.
- 1.10 A reference in this Contract to:
 - a. the singular includes the plural and vice versa;

- b. a document includes any variation or replacement of it; and
- c. anything includes the whole or each part of it.

2. Registering and Using Your Service

- 2.1 We provide the INS Managed Communications Services to you mainly for your personal use.
- 2.2 We will connect your nominated device(s) once you register for it by providing us with your name, address, email address and other information and identification reasonably requested by us. We will also require you to sign an Order Form outlining the costs you have agreed to. We may request further information from you that must be supplied provided that our request is reasonable.
- 2.3 You must notify us of any changes to your name, address and email address within 14 days of such change by calling us on **1800 636 226** or emailing lifeguard@theinsgroup.com.au.

3. Payment Terms

- 3.1 You must pay us for the delivery of the Services at the rates set out and calculated in accordance with the relevant Schedules during the Term. We reserve the right to increase rates from time to time. You will receive reasonable written notice of any such increases.
- 3.2 Any charges for which you are liable under this Contract must be paid within fourteen (14) days of you being invoiced. However in cases of genuine hardship, alternate payment arrangements may be negotiated with INS.
- 3.3 You may elect to pay monies payable under the Contract by credit card or by cheque or money order. You agree to complete documents relating to your proposed payment method if required by INS.
- 3.4 If any money due to INS under this Contract is not received by the due date, INS may charge interest from the date on which payment is due until the date on which payment is received. Interest is to be calculated on a daily basis at an interest rate of 12% p.a.
- 3.5 You shall be liable for all reasonable collection costs (including our total legal fees) incurred by INS to enforce collection of overdue fees or other money due to INS under this Contract.
- 3.6 You acknowledge that we reserve the right to temporarily suspend the provision of the Services to you if you are late in paying us amounts due under this Contract on the provision of seven days written notice to you.

4. Service Level Agreements

- 4.1 The provision of Services under this Contract may be subject to Service Level Agreements set out in a Schedule to this Contract. It is not intended, unless expressly provided otherwise, that the Service Level Agreements relating to particular services will supersede the terms of this Contract. Service Level Agreements may be changed from time to time by notice in writing to you.
- 4.2 The provision of services provided by third parties under this Contract form part of the Service Level Agreement set out in the same schedules. Third Party Service Level Agreements may be changed from time to time by notice in writing to you.

5. Hardware as a Service

Where we provide Equipment to you as a part of the Services to be held by you during the Term of this Contract, you acknowledge and agree that:

- 5.1 This Contract creates a PPS lease, as defined in the PPS Act, we have a security interest in the Equipment (as well as the proceeds of any sale or insurance claim in respect of the Equipment and monies held in a separate account arising from the sale of the Equipment) for the purposes of the Personal Property Securities Act 2009 (Cth) as amended (the PPS Act), and to the extent applicable the PPS Act applies.

- 5.2 We may do anything reasonably necessary, including but not limited to registering any security interest which we have over the Equipment and/or any property inside the Equipment on the Personal Property Securities Register established under section 147 of the PPS Act in order to perfect the security interest and comply with the requirement of the PPS Act. You agree without charge to provide all information and do all things reasonably necessary to assist us to undertake the matters set out above. You waive pursuant to s.157(3)(b) of the PPS Act the right to receive notice of a verification statement in relation to any registration on the register.
- 5.4 You and we agree that, to the extent that the security interest we have over the Equipment is a PPS lease, as defined in the PPS Act, does not secure payment or performance of an obligation, then chapter 4 of the PPS Act does not apply.
- 5.5 You must at your cost maintain the Equipment in good repair and safe operating condition and agree to:
- return the Equipment in clean and good condition; and
 - if required by us, pay us on demand for any costs necessary to clean and repair the Equipment.
- 5.6 Except for normal wear and tear, you must pay us on demand for all damage to, loss or destruction of, the Equipment that occurs during the Term or while the Equipment is in your control or possession, and for any losses, costs and expenses arising due to a failure to comply with this clause.
- 5.7 You must insure, and maintain the insurance of, the Equipment whilst it is within your control or possession for the insurable value of the Equipment.
- 5.8 You grant us an irrevocable licence to enter your premises and use any reasonable means to recover the Equipment without liability for trespass or damage where you are in breach of this Contract.

6. Infrastructure as a Service

- 6.1 As a part of this Contract we may provide infrastructure services to you.
- 6.2 As between you and us, you or your licensors own all right, title and interest in and to Your Content. You consent to our use of Your Content to provide the Service to you or any End Users and you acknowledge that we may disclose Your Content to comply with any request of a governmental or regulatory body (including to comply with subpoenas or court orders).
- 6.3 You represent and warrant to us that:
- You or your licensors own all right, title and interest in and to Your Content;
 - You have all rights in Your Content to grant the rights contemplated by this Contract; and
 - none of Your Content will violate our Acceptable Use Policy.

7. Your Obligations

- 7.1 You must comply with all our reasonable directions regarding the use of the Services.
- 7.2 You must ensure you keep your account information, password, data and equipment secure.
- 7.3 You must ensure that any other people whom you allow to use the whole or part of your Service comply with all terms and conditions herein.
- 7.4 You warrant that in using the Service you will not breach any state or federal laws.
- 7.5 You must not access, nor permit any other party to access or use any Service for any purpose or activity of an illegal or fraudulent nature.

8. Intellectual Property

- 8.1 You agree that if we develop intellectual property in the course of providing the Services to you, such intellectual property is owned by us and we have the right to use that intellectual property at our sole discretion. You also agree to enter into any additional agreement or assign any necessary

rights to allow us to give effect to this clause, and, where possible you are deemed to have assigned those rights to us immediately upon their creation.

- 8.2 You agree that we may use your name, logo and testimonial (if provided) in our promotional material and communications.
- 8.3 Neither you or any End User may use may, or may attempt to:
 - a. modify, alter, tamper with, repair, or otherwise create derivative works of any software or other intellectual property included in the Service (except to the extent software included in the Service are provided to you under a separate license that expressly permits the creation of derivative works);
 - b. reverse engineer, disassemble, or decompile any software or other intellectual property provided to you by us in our performance of the Services or apply any other process or procedure to derive the source code of any software provided to you in our performance of the Services
 - c. access or use our Services in a way intended to avoid incurring fees, or exceeding usage limits or quotas; or
 - d. on-sell or sub-licence our Services.
- 8.4 You will not assert, nor will you authorise, assist or encourage any third party to assert, against us, or any of our affiliates, customers, vendors, business partners or licensors, any intellectual property infringement claim regarding any Services.
- 8.5 Any intellectual property provided by us to you during the course of this Contract is provided under a non-exclusive licence and you acknowledge that the licence terminates immediately upon termination of this Contract and must no longer be used but must be returned immediately, and where it cannot be returned, must be immediately destroyed.

9. Cancellation and Suspension

- 9.1 You can cancel your service at any time by telling us you wish to do so.
- 9.2 We may suspend or cancel a service for a number of reasons – including when you are in breach of any of our Terms and Conditions (such as using your service in a way which we reasonably believe is fraudulent, poses an unacceptable risk to our security or network capability, or is illegal), in an emergency, if we're legally required to or if we need to work on our networks. The amount of notice (if any) we give you depends on the circumstances.
- 9.3 If a service is cancelled or suspended, you are still required to pay relevant charges up to the date of cancellation or suspension.

10. Privacy

Please read our Privacy Policy, available at www.theinsgroup.com.au/privacy which sets out how your personal information is collected, used and disclosed (including for marketing purposes) and your rights in relation to accessing and correcting that information. You agree to the collection, use and disclosure of your personal information in accordance with The INS Group's Privacy Policy.

11. Indemnity

You indemnify us, and each of our employees, officers, directors and representatives against any liability, loss, damage, claims, costs or expense caused by your unlawful or negligent acts or omissions or for any breach of this Contract.

12. Warranties

No warranties except those implied and that by law cannot be excluded are given by us in respect of Services supplied. Where it is lawful to do so, our liability for a breach of a condition or warranty or this Contract is limited to the repair or replacement of the Equipment (if Equipment is supplied) or the cost of

obtaining equivalent Equipment or the supply of the Services again or the cost of obtaining equivalent Services. The supply of Equipment comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and to compensation for any other reasonable foreseeable loss or damage. You are also entitled to have the Equipment repaired or replaced if it fails to be of acceptable quality and the failure does not amount to a major failure.

13. Third Party Suppliers

- 13.1 You acknowledge that we cannot be held responsible for any loss incurred by you because of faults and/or failures due to a third party.
- 13.2 We reserve the right to pass on any increases in charges associated with our Services to you where we rely on a third party for the provision of the Services and that third party increases its price to us. We will give you reasonable notice of the change.
- 13.3 You acknowledge and agree to abide by the terms and conditions applicable to third party goods or services provided to you by us, and you acknowledge that these terms and conditions may change from time to time.

14. Complaints and Dispute Resolution

- 14.1 We aim to resolve all problems and complaints quickly and effectively. If you have any concerns, please call us on **1800 636 226** or email lifeguard@theinsgroup.com.au.
- 14.2 If you're not satisfied with our response, a supervisor or manager will review your concern and the way it was handled.
- 14.3 If the matter is not resolved by negotiation within 30 days of receipt of the written notice, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure, or in default of agreement, through mediation by a mediator appointed by the President of the Law Society of New South Wales.

15. Our Obligation and Liability

- 15.1 INS may transfer its rights and obligations under this Contract to any other person or company. If INS does this it will give you notice.
- 15.2 You may not transfer your rights.
- 15.3 Notices to you will be effective if they are delivered to you personally or posted to your address last known to INS.
- 15.4 We are not liable for any loss to the extent that it is caused by you (for example, through your negligence or breach of contract).
- 15.5 We are not liable for any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss.
- 15.6 We are not liable for any loss caused by us failing to comply with our obligations in relation to your service where that is caused by events outside our reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike, or an act of God).
- 15.7 Any provision of this Contract which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, void or unenforceability without invalidating the remaining provisions.
- 15.8 The law of the State or Territory in which your home is located will govern this Contract.