



# eevi

## Our Customer Terms

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### ABSTRACT

This document incorporates the terms and conditions that apply to the connected health services offered by EEVI.LIFE Pty Ltd.

## Table of Contents

1. AGREEMENT OVERVIEW .....	3
2. PLAN DESCRIPTIONS.....	4
3. GENERAL TERMS AND CONDITIONS .....	5
4. EEVI CLOUD SERVICE DESCRIPTION .....	13
5. EEVI MONITORING WITH EEVI CLOUD SERVICE DESCRIPTION .....	14
6. ADVANCED MONITORING SERVICE DESCRIPTION.....	18
7. TRADITIONAL MONITORING SERVICE DESCRIPTION .....	22
8. EEVI WATCH AND EEVI LIFE PENDANT SERVICE DESCRIPTION .....	25

## **1. AGREEMENT OVERVIEW**

### **1.1. What is this Document?**

1.1.1. This document sets out the agreement between us (“Agreement”) for Our supply to You of the Services.

### **1.2. Your Application**

1.2.1. You acknowledge having signed an application form for Services under a Plan (“Application Form”).

1.2.2. We will let you know when we have accepted your Application Form.

### **1.3. What comprises the Agreement?**

1.3.1. The Agreement is comprised of:

- a) Your Application Form;
- b) The applicable Plan Description;
- c) The General Terms and Conditions;
- d) The applicable Service Description for each Service under the Plan.

1.3.2. If there is any inconsistency between any part of the Agreement, they apply in descending order of priority above.

### **1.4. Meaning of terms used in this document.**

1.4.1. Capitalised terms used in this document have the meaning given below or given to them in the document.

1.4.2. “you”, “your” and “yours” is a reference to you, our customer, whose name appears on the Application Form.

1.4.3. “Eevi”, “we”, “our” and “ours” is a reference to Eevi.life Pty Ltd ACN 625 184 830 and, where appropriate, our employees, sub-contractors and agents.

1.4.4. “Service” means the wellness and connected health services and their related features, functions and benefits we deliver from time to time, as defined by a Service Description in this Agreement.

1.4.5. “Service Description” means the description, terms and conditions applicable to each Service as set out in this Agreement.

1.4.6. “Plan” means the combination of services, pricing, inclusions, exclusions and term which we offer for sell from time to time, as defined by a Plan Description in this Agreement.

1.4.7. “Plan Description” means the description, inclusions, exclusions, charges, terms and conditions applicable under each Plan as set out in this Agreement.

### **1.5. Current Version of this Agreement**

1.5.1. You may view a current version of this Agreement at our website at [www.Eevi.life](http://www.Eevi.life).

## **2. PLAN DESCRIPTIONS**

For Plans available generally, refer to the description, inclusions, exclusions, charges, terms and conditions applicable under each Plan set out in the Critical Information Statements on our website at “[www.eevi.life/terms-and-conditions/](http://www.eevi.life/terms-and-conditions/)”.

For Plans available exclusively to our partners and strategic partners, refer to description, inclusions, exclusions, charges, terms and conditions applicable under each Plan set out in the Critical Information Statements made available to you under our partner and strategic partner agreements.

### **3. GENERAL TERMS AND CONDITIONS**

#### **3.1. Period of the Agreement**

3.1.1. The Agreement starts when we have accepted your Application and ends when the Service is cancelled, by us or you.

#### **3.2. Minimum Contract Period**

3.2.1. A Minimum Contract Period applies to some Plans. It is the minimum period during which you must acquire a Service. The Minimum Contract Period is set out in the Plan Description. The Minimum Contract Period commences from the date we activate the Service.

#### **3.3. Cancellation**

3.3.1. If, from the date you sign the Application Form to the expiry of the Minimum Contract Period, you cancel the Service or we cancel the Service because of your default, you are liable to pay a cancellation fee. The cancellation fee is equal to the total monthly recurring charges for the Service for the remaining term of the Minimum Contract Period.

3.3.2. If there is no Minimum Contract Period, or if the Minimum Contract Period has expired, we will continue to supply the Services on a month-to-month basis until you cancel them or we cancel them.

3.3.3. Despite this, if you are cancelling because you are leaving a village which has purchased a solution from us, no cancellation fee applies.

3.3.4. If your estate cancels the Service, no cancellation fees apply.

3.3.5. Cancellation requests must be submitted in writing by emailing [cancellations@Eevi.life](mailto:cancellations@Eevi.life). We will only accept requests submitted by the account holder or (in the event you have vacated) your Village Manager.

3.3.6. All Services are terminated effective the last day of the current billing period when your request is processed. Please allow up to 7 business days for cancellation requests to be processed.

#### **3.4. Applications**

3.4.1. You promise that information provided to us in the Application is true and correct. We may charge you a resubmission fee if it is not.

3.4.2. By applying for a Service, you authorise us to communicate with credit referencing bodies/associations about your credit history and in so doing to provide them with the details that you have provided to us. We may do this from time to time during the term of the Agreement.

3.4.3. We may apply restrictions to a Service where you have not met our credit assessment criteria. We will advise you of the general nature of the reasons for these restrictions and, if applicable, how you may access Services which have been restricted.

#### **3.5. Installation**

3.5.1. We will endeavour to schedule an installation time that suits you. If we schedule an installation time, and you are not available when we arrive, we will re-schedule at no charge. If you are not available when we arrive the second time, we reserve the right to charge you for a re-scheduled installation at our normal charge out rates.

3.5.2. Installation charges, set up fees and equipment fees are billed in the first bill we send you after installation.

#### **3.6. Your Private Information**

3.6.1. We use our best endeavours to comply with a privacy policy which is available on our website or by contacting us. This policy governs the information we collect on you,

how we use it and your rights to access it. You consent to us collecting and disclosing your personal information including any unlisted telephone number and address from or to:

- a) any credit providers or credit reporting agencies;
- b) any law enforcement agencies;
- c) to conduct ongoing credit management of your account;
- d) any upstream supplier for purposes connected with the Service; and
- e) any person who provides us with your username(s) or password(s).

3.6.2. From time to time we will update you on our services, news, promotions and offers including those from related or affiliated organisations. You consent to us contacting you at any time (including after you have terminated the agreement), for this purpose through any available contact methods. You can withdraw your consent at any time by contacting us.

### **3.7. Billing and Payment**

3.7.1. We will send you a bill by email at the end of each billing period.

3.7.2. If you request us to post a printed bill to you, we reserve the right to charge you for that service.

3.7.3. You must pay all outstanding amounts by the due date as shown on your bill. A late payment will incur a \$16.50 inc GST late payment fee per Service.

3.7.4. Usage records can vary from time to time. Whilst we aim to do so, we are unable to guarantee that all usage records during a billing period will appear on the corresponding bill.

3.7.5. Payments may be made to us through our available payment methods. Service fees and charges may apply for some available payment methods.

3.7.6. We will apply payments made by you against outstanding bills at our discretion.

3.7.7. If you have chosen to use our direct debit facilities, and we have not received your payment by the due date, unless we agree with you otherwise, we will debit your nominated account on or after the due date. We may continue to do so at any time until all amounts due are paid.

3.7.8. Where in our opinion you have a reasonable claim or dispute with an invoice or a debit, we will suspend our collection or recovery processes until a determination on your claim or dispute has been made. We will reimburse any incorrectly debited amount as soon as reasonably practicable.

3.7.9. Accounts paid with a Visa or Mastercard credit card will incur a surcharge of 2.0% (incl. GST) of the debited amount when we debit the card. Accounts paid with a Diners Card or American Express credit card will incur a surcharge of 4.0% (inc GST) of the debited amount when we debit the card.

3.7.10. You are responsible for ensuring there is sufficient funds/credit available in your nominated credit card or direct debit account at any time we debit the account. You must pay dishonour fees and any other charges, expenses or losses resulting from our attempting unsuccessfully to debit the credit card or direct debit account unless the failure was due to a clear error on our part. Dishonoured payments incur a \$50.00 inc GST. Direct Debit rejections incur a \$50.00 inc GST.

3.7.11. We will not accept Prepaid Visa/Master credit cards or gift cards.

3.7.12. You must pay all costs, charges and expenses that we may incur in relation to our attempts to recover all debts due by you to us, including accounting, mercantile agents costs, debt collection agency costs and interest.

- 3.7.13. Notwithstanding any other term of this Agreement, we may vary the service fees and charges on any or all Plans, with effect from 1 July of any year, for the increase over 12 months of the immediately prior June All Groups Consumer Price Index (CPI). For example, if the CPI has increased 3% from June 2018 to June 2019, we may increase Service fees and charges on all Plans by 3% with effect from 1 July 2019. Clause 3.8 does not apply to these increases.

### **3.8. Changes to the Agreement**

- 3.8.1. We may change the agreement in the following circumstances:
- a) Where you agree to the change;
  - b) Where the change will not adversely affect you and, before the changes take effect, we have given you notice of the change;
  - c) Where the change is in relation to charges for making telephone calls or data calls and, before the changes take effect, we have given you notice of the change;
  - d) Where the change is to introduce or vary a fee or charge to pass on a tax or levy imposed by law and, before the changes take effect, we have given you notice of the change;
  - e) Where the change is to introduce or to vary a charge associated with a licence or premium service where we rely on a third party for the service and the third party increases its price to us and, before the changes take effect, we have given you reasonable notice of the change;
  - f) If the agreement is a fixed period contract and the change is adverse to you, and we provide to you not less than 21 days notice of the change (and you agree that publishing the changed agreement on our website at [www.eevi.life](http://www.eevi.life) is adequate notice to you of the change, and the date of that publication is the date of notice to you).
- 3.8.2. We may withdraw any plans or packages at any time by giving you notice but such withdrawals will only take effect from the end of your then current fixed period contract.
- 3.8.3. Notice of a change to the agreement may be given by us by email to your nominated account email address, with or as part of a bill, or otherwise in writing, including by fax or mail.
- 3.8.4. If we change the agreement under clause 3.8.1(f), you may cancel a Service within 21 days of the date of the notice without incurring charges, other than usage or network access charges to the date the Service ends and outstanding amounts for installation or for equipment with other suppliers' services.
- 3.8.5. Your ongoing use of the Service after the date of a variation, alteration, replacement or revocation or on the expiry of the 21 day period, is deemed acceptance of the variation, alteration, replacement or revocation.

### **3.9. Equipment**

- 3.9.1. Equipment supplied to enable a Service is at our discretion, as we consider appropriate from time to time. We reserve the right to replace equipment with alternative equipment.
- 3.9.2. Equipment on your side of the service boundary remains your property at all times. The service boundary may differ between Services, depending on the Service Description and the Plan.
- 3.9.3. You will follow our operating instructions for our Equipment and will not use our equipment except in accordance with them.

3.9.4. You will keep our Equipment free from damage, defect, fault or other failure except resulting from fair wear and tear. This includes causes such as electrical surges, accidents, fire, theft and water damage.

3.9.5. You will not use our Equipment in conjunction with additions, accessories or attachments other than those supplied by us for that purpose or approved by us for that purpose.

**3.10. Maintenance of Equipment**

3.10.1. We will provide a remedial maintenance service to maintain the Equipment in satisfactory operational conditions including the replacement of serviceable parts or components.

3.10.2. You will promptly ask us to repair or replace damaged or faulty Equipment.

3.10.3. We will not charge you for remedial maintenance, repair or replacement of damaged or faulty Equipment arising under a claim under warranty provided that you follow our then policy for warranty returns including shipping of warranty returns to us.

3.10.4. You agree to pay our reasonable costs and expenses for remedial maintenance, repair or replacement of Equipment arising otherwise than under a claim under warranty.

3.10.5. You will not allow any other person to service, repair, adjust, alter or interfere with Equipment.

3.10.6. On request, you will permit us and our agents and sub-contractors entry to the premises where the Equipment is located on reasonable notice to inspect, repair or replace the Equipment.

**3.11. Usage**

3.11.1. You acknowledge that charges will be incurred when the Service is used. It is important that you take steps to ensure that such usage does not occur without your authorisation.

3.11.2. You must ensure third parties cannot access or use such equipment without your authority.

3.11.3. You must ensure that you have appropriate protection systems operating on your equipment to restrict or limit the possibility of unauthorised usage.

3.11.4. You are responsible for all usage charges in respect of the use of the Service, whether or not such usage was authorised by you, unless the usage was caused by a manifest error by us.

3.11.5. You acknowledge that we cannot be held responsible for any loss incurred by you because of faults and/or failures within a third party carrier's network infrastructure.

3.11.6. While we will use our best endeavours in providing the Service, you use it at your own risk. Even if you use equipment or permit another person to use your Service, you are solely responsible for its use including:

- a) the calls made and data sent;
- b) the information provided to others;
- c) the installation or use of any equipment or software whether provided by us or not;
- d) the modification of any settings, data or equipment whether instructed by us or not;
- e) the personal supervision of any users under the age of 18 who use the Service; and
- f) the lawfulness of your activities.

**3.12. Acceptable Use**

3.12.1. The Service is provided to you on the basis that it is used only for approved purposes. In particular you must:



- a) not use the Service in any manner involving illegal, malicious, deceptive or misleading activity;
  - b) not breach any standards, content requirements or codes set out by any relevant authority or industry body;
  - c) not use the Service in any way which interferes with the operations of the Service network, anyone else's enjoyment of their Service or which upsets or offends any person;
  - d) consuming an unreasonable or excessive amount of activations, connectivity services, data storage units or data processing units compared to allocations we publish or notify you about for a Service, or if not published or notified, average consumption on the same or similar Service;
  - e) not use the Service for commercial purposes or in any way distribute or resell the Service without our written permission;
  - f) obey all laws, regulations, guidelines and our reasonable instructions concerning your use of the Service;
  - g) give us all information and cooperation that we may need in relation to the Service; and
  - h) advise us of changes in your personal information such as account details, debit or credit card details and expiry dates and billing and service addresses.
- 3.12.2. You must not use the Service in a way which contravenes any fair use policy, acceptable use policy or fair go policy that applies to the Service.
- 3.12.3. We may suspend or terminate, with or without notice, your Service if, in our reasonable opinion, the Service has been directly or indirectly involved in activities that are detrimental to our Service or jeopardise the use of our Service or its performance for other customers or how the wider community will perceive the Service.
- 3.12.4. You must not use the Service in a way or post to or transmit to or via the Service any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other customer from using or enjoying the Service. You must not use the Service to send unsolicited electronic mail messages to anyone. You must not attempt any of these acts or permit another person to do any of these acts.
- 3.12.5. We may suspend without notice your account if it has been used in offensive and/or illegal activities under State and/or Commonwealth laws. This includes the dissemination of banned pornographic material and other illegal content. In such cases, the relevant law enforcement agency(ies) will be notified, and offending material(s) may be passed on to them.
- 3.12.6. What constitutes inappropriate use will be determined by us, at our sole discretion provided that we act reasonably.
- 3.12.7. We may monitor the use of your Service, however we do not promise to do so. If we identify excessive use or unusual activity we may temporarily restrict or suspend your Service. If we do so we will endeavour to contact you via your nominated primary contact details. We may apply additional usage charges for excessive or unreasonable consumption, at our discretion, and we may require an advance payment before your Service is restored. You should not rely on us to contact you or to suspend your Service in the event of excessive or unusual activity.
- 3.12.8. We may investigate any misuse of the Service by you, in conjunction with relevant law enforcement agencies.

### **3.13. Suspension/Disconnection of the Service**

- 3.13.1. We may disconnect the Service and cancel the agreement at any time by giving 30 days notice.
- 3.13.2. If you fail to comply with what we consider to be an important term or condition of this agreement or should you fail to comply with a number of less important terms and conditions then we can suspend or disconnect your Service or reroute calls from your Service. We will generally provide you with notice of your failure and allow you a reasonable time to remedy it. However we may suspend or disconnect your Service without notice to you where:
- a) you exceed the amount of your usage limit or credit limit;
  - b) there has been, in our opinion, unusual activity on your Service;
  - c) you have not paid charges when due;
  - d) you do something which we believe may damage the Service network;
  - e) you are no longer approved by us under our policies to receive the Service;
  - f) an authority such as the ACMA or enforcement agency instructs us to do so;
  - g) we believe you have used your Service for unauthorised, criminal or unlawful activity;
  - h) you vacate the premises in which you are provided the Service without notifying us;
  - i) the network or the Service network requires repairs or maintenance;
  - j) we believe it is necessary to comply with our legal obligations;
  - k) we are entitled to do so under the plan or package;
  - l) you have made any material misstatements to Us; or
  - m) you verbally abuse, attempt, threaten or cause harm to any staff, equipment or network infrastructure of ours or any of the Service networks.
- 3.13.3. In the following additional circumstances we may suspend or disconnect your Service(s) or reroute calls from your Service(s) but we will provide you with reasonable notice prior to doing so:
- a) you do anything which we believe may damage the Service network;
  - b) you have used the Service other than in accordance with the agreement;
  - c) you do not comply with the terms set out in a Plan Description or Service Description and Terms.
- 3.13.4. Where one or more Services included in a bundled offer(s) are disconnected, entitlement to any discounts under such offers may be forfeited.
- 3.13.5. Where we are entitled to suspend or disconnect one or more Services in a bundle, we may suspend and disconnect every Service in that bundle.
- 3.13.6. While your Service is suspended or disconnected we will continue to charge you any applicable fees and charges. We will only do so where the suspension or disconnection is due to your failure to comply with your obligations under this agreement, or is performed at your request.
- 3.13.7. We are not liable to you or any person(s) claiming through you for any loss or damage arising from suspension or disconnection of your Service in accordance with this clause.

### **3.14. Force Majeure**

- 3.14.1. We will not be liable for any delay in installing any Service, any delay in correcting any fault in any Service, any failure or incorrect operation of any Service, or any other delay or default in performance under this Agreement if it is caused by any event or circumstance reasonably beyond our control, including but not limited to; war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labour dispute, an act of a government or a government

authority, acts of God, earthquake, fire, flood, plague or other natural calamity, computer viruses, hacker attacks or failure of the internet or delay, or failure or default by any other supplier.

**3.15. Liability and Indemnity**

- 3.15.1. You may have rights and remedies under the Competition and Consumer Act 2010 (Cth) and other laws, which may imply certain conditions and warranties into this agreement, and under the Customer Service Guarantee issued by the ACMA, which established minimum connection and fault repair times. We do not exclude or restrict or modify those rights, remedies or implied conditions and warranties.
- 3.15.2. Where we are liable for any loss or damage in connection with or arising from the breach of any term, condition, warranty or remedy implied by the Competition and Consumer Act 2010 (Cth) our liability is limited to resupplying, repairing or replacing the relevant service or equipment where the service or equipment is not of a kind ordinarily required for personal, domestic or household use or consumption and where it is fair and reasonable to do so.
- 3.15.3. We are not liable for any defamatory, offensive or illegal conduct or material found in connection with our Services, including such conduct or material transmitted by any means by any other person
- 3.15.4. You accept all risk and responsibilities for consequences arising from the use of the Equipment and the Services by you and your customers and end users, and any other third party end user.
- 3.15.5. You indemnify and hold us and our suppliers harmless from and against any and all costs (including legal fees), damages, expenses, losses, suits, claims and demands, in any manner caused by, resulting from or arising out of the use of the Equipment and the Services by you and your customers and end users, and any other third party end user, including death or injury.
- 3.15.6. Where you are two or more persons your liability will be joint and several.

**3.16. Assignment**

- 3.16.1. You may transfer your rights and obligations under this agreement to other person(s) approved by us under our assessment policies.
- 3.16.2. We may transfer our rights and obligations under this Agreement if we reasonable consider there will be no detriment to you.

**3.17. Governing law**

- 3.17.1. This agreement is governed by the laws of the state or territory of Australia in which you are normally resident. You and we agree to submit to the jurisdiction of the courts of such state or territory.

**3.18. Charge-Out Rates**

- 3.18.1. Where we perform works like professional installations or work that is outside our normal service and support boundaries, we will charge for these services at the following rates:
  - a) Professional installation (multiple units) - \$200 ex GST for the first hour (including travel time), \$200 per hour after that;
  - b) Remote customer service support - \$120/hour ex GST, minimum charge of 30 minutes;
  - c) On-site technician - \$300/hour ex GST for the first hour (including travel time), \$200 per hour after that;
  - d) Re-scheduled installation - \$300/hour ex GST for the first hour (including travel time), \$200 per hour after that ;

- e) Project management - \$300/hour ex GST
  - f) Training (2 hour workshop) - \$800 ex GST
  - g) Systems engineer - \$300/hour ex GST
  - h) C level engineer/management - \$500/hour ex GST
- 3.18.2. If we attend your premises to repair a Fault reported by you, but we determine that there is no Fault or the Fault is caused by Your Equipment, we may charge you an Incorrect Call-Out Fee for the attendance of an on-site technician at the above rate.
- 3.18.3. Our Charge-Out Rates are exclusive of materials, which we will charge to you separately.
- 3.19. Complaint Handling Policy**
- 3.19.1. We aim to provide our customers with the best possible service. If you haven't received the service you expected or you would like to make a suggestion we always appreciate your feedback.
- 3.19.2. You may make a complaint for escalation at [www.Eevi.life](http://www.Eevi.life).

## **4. EEVI CLOUD SERVICE DESCRIPTION**

### **4.1.1. Contact Eevi directly for wholesale trade terms and conditions**

## 5. EEVI MONITORING WITH EEVI CLOUD SERVICE DESCRIPTION

### 5.1. Service Description

5.1.1. Our Eevi Monitoring Service is a monitoring service that facilitates the connection of a user requiring assistance using a local unit of equipment to either:

- a) To a self-monitoring response, like their friends, family or carers; or
- b) To on-site staff, like carers or nurses; or
- c) To a professional response centre.

5.1.2. Eevi Monitoring supports standard features like:

- a) 2 way voice response;
- b) 40 hour battery back up;
- c) Mobile network connectivity;
- d) Self test end to end test and report (known as “periodic testing”);
- e) Self test mobile connectivity and report (known as “polling”);
- f) Standard reporting of system health (known as “No Contact Reporting”).

5.1.3. Eevi Monitoring supports next generation features, depending on the Plan, like:

- a) Dual path redundancy;
- b) Remote firmware upgrades;
- c) Remote device fleet management;
- d) Service levels on speed of answer;
- e) Service levels on system availability;
- f) Service levels on support response times;
- g) Web based dashboard reporting of device status
- h) Web based dashboard reporting of alarm event details;
- i) Mobile app emergency alarm notification and response
- j) Mobile app device health alarm notification and response;
- k) Voice activation on Google Home;
- l) Self test pendant in range and battery and report;
- m) Access to eevi Watchdog;
- n) Support for monitoring activities of daily living and alarm triggering on specified compatible consumer electronic devices (“**Consumer Devices**”)

### 5.2. Equipment

5.2.1. We will supply standards based alarm monitoring equipment (“Equipment”). The Equipment may be:

- a) a fixed device, for example a desk mounted unit;
- b) a tethered device, tethered to the fixed device, for example a pendant unit;
- c) a mobile device, for example a watch or mobile pendant; or
- d) a combination of one or more fixed, tethered and mobile devices.

5.2.2. We can supply, or you can supply, Consumer Devices specified by Us as compatible with Advanced Monitoring.

### 5.3. Consumer Devices

5.3.1. We may support alarm triggers from Consumer Devices as a feature of Advanced Monitoring. You accept that alarms triggered from Consumer Devices are for your convenience, but are not standards based alarm devices. You acknowledge that we recommend only using these Consumer Devices where you can fail over to our Equipment.

5.3.2. Alarm triggering on Consumer Devices are supported by us on a limited and best efforts basis. Our support is limited to the alarm triggering function only. Our response is best effort only.

5.3.3. We expressly exclude alarm triggering features from Consumer Devices from any guarantee or warranty of performance. They do not form part of our Equipment.

5.3.4. The features, functions, software and operation of Consumer Devices can change frequently. This can interrupt their use or operation as an alarm trigger. In addition, they typically do not work in a power outage and have limited or no stand alone battery life. You acknowledge that we have no responsibility for these changes or interruption to their use or limited power or battery life.

5.3.5. We exclude all liability for the failure of an alarm to trigger from a Consumer Device and you indemnify us from any loss or damage or third party claim arising from that failure. This exclusion and indemnity applies irrespective of whether you purchase these devices yourself or we supply these devices to you.

#### **5.4. Eevi Cloud Applications**

5.4.1. We may support access to applications that communicate information about personal information to third parties. Access to this application and the personal information on it is controlled by a password and log in which we provide to you.

5.4.2. You acknowledge that you are solely responsible for keeping that password and log in secret, and you authorise us to disclose personal information on that Application.

5.4.3. We exclude all liability for loss or damage as a result of disclosure of personal information arising from your failure to keep your password and log in secret, and you indemnify us from any loss or damage or third party claim arising from that failure.

5.4.4. This exclusion and indemnity applies irrespective of whether you disclose your password or log in yourself or a third party does.

#### **5.5. Professional Monitoring Service**

5.5.1. If you purchase a Plan with Professional Monitoring, we will:

- a) Provide a continuous service to receive alarm calls sent by You by means of the alarm call facility on the Equipment (“Alarm”);
- b) As soon as practicable after it has been received, relay the alarm call at Our discretion to such available person nominated as Your emergency contact or to such available emergency service as We consider appropriate;
- c) Use Our discretion on Our understanding of the degree of emergency in each case following verbal contact with You and on Your details and personal circumstances and medical condition as currently supplied to Us, and take into account all relevant information known to us in exercising our discretion; and
- d) If verbal contact cannot be established with You, We will treat the Alarm as a request to notify appropriate emergency services.

5.5.2. We may offer additional features, either included or for additional charge, from time to time. These features may or may not be unbundled from the Service and purchased separately.

#### **5.6. Limitations on Professional Monitoring**

5.6.1. We will at all times be acting solely as your agent in notifying any emergency service or emergency contact and We accept no liability for charges made by an emergency service or emergency contact following a request for assistance by us pursuant to an alarm call.

5.6.2. Our obligations 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 any third party (for example emergency service, emergency contact, key holder, doctor or phone service provider) to respond appropriately when notified of the alarm by Us.

**5.7. Medical Conditions, Emergency Contacts and Numbers**

- 5.7.1. You will keep us fully informed of any new or continuing medical conditions and treatments and any changes to them.
- 5.7.2. You will provide up to date details of your emergency contacts, key-holders and doctors to be contacted during an emergency and any changes to them.
- 5.7.3. You will ensure that each of your nominated emergency contacts, key-holders and doctors are aware of being named and are in agreement with being named for that purpose.

**5.8. Telecommunications Failures**

- 5.8.1. We will connect the Equipment with a fixed, wireless, mobile, data or such other telecommunications service, and on such technology, as we consider appropriate from time to time.
- 5.8.2. We cannot and do not guarantee network coverage, availability, reliability or service delivery.
- 5.8.3. We accept no liability for any loss, injury or death resulting from the use of, or failure or, that connection in an emergency, irrespective of whether that connection is a service provided by us or a third party.

**5.9. Acceptable Use**

- 5.9.1. You will not, and will not permit any other person to:
  - a) make persistent or unnecessary calls without reasonable cause;
  - b) use any SIM card we supply for any purpose other than for the Service;
  - c) make unnecessary maintenance service requests;
  - d) abort, or fail to give access to Equipment to Us pursuant to, a maintenance request;
  - e) return Equipment in working order for repair under warranty; and
  - f) otherwise abuse the Equipment or the Service,

(each an “**Unacceptable Use**”)

- 5.9.2. We may charge you the reasonable costs and expenses we incur arising out of or in connection with Unacceptable Use.

**5.10. Confidentiality**

- 5.10.1. We will treat all information received in relation to your key-holder, emergency contacts, emergency service and medical conditions in connection with this Service in the strictest confidence.
- 5.10.2. We adhere to the National Privacy Principles and will protect your rights to privacy.
- 5.10.3. You acknowledge and agree that all incoming and outgoing telecommunications in providing the Service are recorded.
- 5.10.4. You acknowledge and agree that we may share your confidential information to our agents and sub-contractors to provide the Service, provided we require them to comply with the same confidentiality and privacy terms as we do.

**5.11. Warranty Period**

- 5.11.1. The warranty period on the Equipment is 24 months. During that period, we will repair and replace the Equipment for defects in manufacture. After that period, you will pay for maintenance including repair and replacement of Equipment.



5.11.2. You will notify us of intended returns under warranty and complete Our returns form with the details we require including marking the Equipment clearly as “Claim for Repair under Warranty”.

5.11.3. Any evidence of misuse, abuse or tampering with the Equipment shall void the warranty in its entirety.

5.11.4. No warranty is offered on Consumer Devices.

**5.12. Return Upon Termination**

5.12.1. You will return Equipment to us within 7 days of expiry or termination of the Service, and we may charge our loss or damage if you fail to do so.

## 6. ADVANCED MONITORING SERVICE DESCRIPTION

### 6.1. Service Description

6.1.1. Our Advanced Monitoring Service is a monitoring service that facilitates the connection of a user requiring assistance using a local unit of equipment to either:

- a) To a self-monitoring response, like their friends, family or carers; or
- b) To on-site staff, like carers or nurses; or
- c) To a professional response centre.

6.1.2. Advanced Monitoring supports standard features like:

- a) 2 way voice response;
- b) 40 hour battery back up;
- c) Mobile network connectivity;
- d) Self test end to end test and report (known as “periodic testing”);
- e) Self test mobile connectivity and report (known as “polling”);
- f) Standard reporting of system health (known as “No Contact Reporting”).

6.1.3. Advance Monitoring supports next generation features like:

- a) Dual path redundancy;
- b) Remote firmware upgrades;
- c) Remote device fleet management;
- d) Service levels on speed of answer;
- e) Service levels on system availability;
- f) Service levels on support response times;
- g) Web based dashboard reporting of device status
- h) Web based dashboard reporting of alarm event details;
- i) Mobile app emergency alarm notification and response
- j) Mobile app device health alarm notification and response;
- k) Voice activation on Google Home;
- l) Self test pendant in range and battery and report;
- m) Access to eevi Watchdog;
- n) Support for monitoring activities of daily living and alarm triggering on specified compatible consumer electronic devices (“**Consumer Devices**”)

### 6.2. Equipment

6.2.1. We will supply standards based alarm monitoring equipment (“Equipment”). The Equipment may be:

- a) a fixed device, for example a desk mounted unit;
- b) a tethered device, tethered to the fixed device, for example a pendant unit;
- c) a mobile device, for example a watch or mobile pendant; or
- d) a combination of one or more fixed, tethered and mobile devices.

6.2.2. We can supply, or you can supply, Consumer Devices specified by Us as compatible with Advanced Monitoring.

### 6.3. Consumer Devices

6.3.1. We may support alarm triggers from Consumer Devices as a feature of Advanced Monitoring. You accept that alarms triggered from Consumer Devices are for your convenience, but are not standards based alarm devices. You acknowledge that we recommend only using these Consumer Devices where you can fail over to our Equipment.

6.3.2. Alarm triggering on Consumer Devices are supported by us on a limited and best efforts basis. Our support is limited to the alarm triggering function only. Our response is best effort only.

6.3.3. We expressly exclude alarm triggering features from Consumer Devices from any guarantee or warranty of performance. They do not form part of our Equipment.

6.3.4. The features, functions, software and operation of Consumer Devices can change frequently. This can interrupt their use or operation as an alarm trigger. In addition, they typically do not work in a power outage and have limited or no stand alone battery life. You acknowledge that we have no responsibility for these changes or interruption to their use or limited power or battery life.

6.3.5. We exclude all liability for the failure of an alarm to trigger from a Consumer Device and you indemnify us from any loss or damage or third party claim arising from that failure. This exclusion and indemnity applies irrespective of whether you purchase these devices yourself or we supply these devices to you.

#### **6.4. Web based and Mobile Applications**

6.4.1. We may support access to applications that communicate information about personal information to third parties. Access to this application and the personal information on it is controlled by a password and log in which we provide to you.

6.4.2. You acknowledge that you are solely responsible for keeping that password and log in secret, and you authorise us to disclose personal information on that Application.

6.4.3. We exclude all liability for loss or damage as a result of disclosure of personal information arising from your failure to keep your password and log in secret, and you indemnify us from any loss or damage or third party claim arising from that failure.

6.4.4. This exclusion and indemnity applies irrespective of whether you disclose your password or log in yourself or a third party does.

#### **6.5. Professional Monitoring Service**

6.5.1. If you purchase a Plan with Professional Monitoring, we will:

- a) Provide a continuous service to receive alarm calls sent by You by means of the alarm call facility on the Equipment (“Alarm”);
- b) As soon as practicable after it has been received, relay the alarm call at Our discretion to such available person nominated as Your emergency contact or to such available emergency service as We consider appropriate;
- c) Use Our discretion on Our understanding of the degree of emergency in each case following verbal contact with You and on Your details and personal circumstances and medical condition as currently supplied to Us, and take into account all relevant information known to us in exercising our discretion; and
- d) If verbal contact cannot be established with You, We will treat the Alarm as a request to notify appropriate emergency services.

6.5.2. We may offer additional features, either included or for additional charge, from time to time. These features may or may not be unbundled from the Service and purchased separately.

#### **6.6. Limitations on Professional Monitoring**

6.6.1. We will at all times be acting solely as your agent in notifying any emergency service or emergency contact and We accept no liability for charges made by an emergency service or emergency contact following a request for assistance by us pursuant to an alarm call.

6.6.2. Our obligations 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 any third party (for example emergency service, emergency contact, key holder, doctor or phone service provider) to respond appropriately when notified of the alarm by Us.

#### **6.7. Medical Conditions, Emergency Contacts and Numbers**

- 6.7.1. You will keep us fully informed of any new or continuing medical conditions and treatments and any changes to them.
- 6.7.2. You will provide up to date details of your emergency contacts, key-holders and doctors to be contacted during an emergency and any changes to them.
- 6.7.3. You will ensure that each of your nominated emergency contacts, key-holders and doctors are aware of being named and are in agreement with being named for that purpose.

#### **6.8. Telecommunications Failures**

- 6.8.1. We will connect the Equipment with a fixed, wireless, mobile, data or such other telecommunications service, and on such technology, as we consider appropriate from time to time.
- 6.8.2. We cannot and do not guarantee network coverage, availability, reliability or service delivery.
- 6.8.3. We accept no liability for any loss, injury or death resulting from the use of, or failure or, that connection in an emergency, irrespective of whether that connection is a service provided by us or a third party.

#### **6.9. Acceptable Use**

- 6.9.1. You will not, and will not permit any other person to:
  - a) make persistent or unnecessary calls without reasonable cause;
  - b) use any SIM card we supply for any purpose other than for the Service;
  - c) make unnecessary maintenance service requests;
  - d) abort, or fail to give access to Equipment to Us pursuant to, a maintenance request;
  - e) return Equipment in working order for repair under warranty; and
  - f) otherwise abuse the Equipment or the Service,

(each an “**Unacceptable Use**”)

- 6.9.2. We may charge you the reasonable costs and expenses we incur arising out of or in connection with Unacceptable Use.

#### **6.10. Confidentiality**

- 6.10.1. We will treat all information received in relation to your key-holder, emergency contacts, emergency service and medical conditions in connection with this Service in the strictest confidence.
- 6.10.2. We adhere to the National Privacy Principles and will protect your rights to privacy.
- 6.10.3. You acknowledge and agree that all incoming and outgoing telecommunications in providing the Service are recorded.
- 6.10.4. You acknowledge and agree that we may share your confidential information to our agents and sub-contractors to provide the Service, provided we require them to comply with the same confidentiality and privacy terms as we do.

#### **6.11. Warranty Period**

- 6.11.1. The warranty period on the Equipment is 12 months. During that period, we will repair and replace the Equipment for defects in manufacture. After that period, you will pay for maintenance including repair and replacement of Equipment.

6.11.2. You will notify us of intended returns under warranty and complete Our returns form with the details we require including marking the Equipment clearly as “Claim for Repair under Warranty”.

6.11.3. Any evidence of misuse, abuse or tampering with the Equipment shall void the warranty in its entirety.

6.11.4. No warranty is offered on Consumer Devices.

**6.12. Return Upon Termination**

6.12.1. You will return Equipment to us within 7 days of expiry or termination of the Service, and we may charge our loss or damage if you fail to do so.

## **7. TRADITIONAL MONITORING SERVICE DESCRIPTION**

### **7.1. Service Description**

7.1.1. Our Traditional Monitoring Service is a monitoring service that facilitates the connection of a user requiring assistance using a local unit of equipment to either:

- a) To a self-monitoring response, like their friends, family or carers; or
- b) To on-site staff, like carers or nurses; or
- c) To a professional response centre.

7.1.2. Traditional Monitoring supports standard features like:

- a) 2 way voice response;
- b) 40 hour battery back up;
- c) Mobile network connectivity;
- d) Self test end to end test and report (known as “periodic testing”);
- e) Self test mobile connectivity and report (known as “polling”); and
- f) Standard reporting of system health (known as “No Contact Reporting”).

### **7.2. Equipment**

7.2.1. We will supply alarm monitoring equipment (“Equipment”). The Equipment may be:

- a) a static device, for example a desk mounted unit;
- b) a mobile device, for example a pendant unit; or
- c) a combination of one or more static and mobile devices.

### **7.3. Professional Monitoring Service**

7.3.1. If you purchase a Plan with Professional Monitoring, we will:

- a) Provide a continuous service to receive alarm calls sent by You by means of the alarm call facility on the Equipment (“Alarm”);
- b) As soon as practicable after it has been received, relay the alarm call at Our discretion to such available person nominated as Your emergency contact or to such available emergency service as We consider appropriate;
- c) Use Our discretion on Our understanding of the degree of emergency in each case following verbal contact with You and on Your details and personal circumstances and medical condition as currently supplied to Us, and take into account all relevant information known to us in exercising our discretion; and
- d) If verbal contact cannot be established with You, We will treat the Alarm as a request to notify appropriate emergency services.

7.3.2. We may offer additional features, either included or for additional charge, from time to time. For example, smoke alarm monitoring or inactivity monitoring. These features cannot be unbundled from the Traditional Monitoring Service nor purchased separately.

### **7.4. Limitations on Professional Monitoring**

7.4.1. We will at all times be acting solely as your agent in notifying any emergency service or emergency contact and We accept no liability for charges made by an emergency service or emergency contact following a request for assistance by us pursuant to an alarm call.

7.4.2. Our obligations 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 any third party (for example emergency service, emergency contact, key holder, doctor or phone service provider) to respond appropriately when notified of the alarm by Us.

## **7.5. Medical Conditions, Emergency Contacts and Numbers**

- 7.5.1. You will keep us fully informed of any new or continuing medical conditions and treatments and any changes to them.
- 7.5.2. You will provide up to date details of your emergency contacts, key-holders and doctors to be contacted during an emergency and any changes to them.
- 7.5.3. You will ensure that each of your nominated emergency contacts, key-holders and doctors are aware of being named and are in agreement with being named for that purpose.

## **7.6. Telecommunications Failures**

- 7.6.1. We will connect the Equipment with a fixed, wireless, mobile, data or such other telecommunications service, and on such technology, as we consider appropriate from time to time.
- 7.6.2. We cannot and do not guarantee network coverage, availability, reliability or service delivery.
- 7.6.3. We accept no liability for any loss, injury or death resulting from the use of, or failure or, that connection in an emergency, irrespective of whether that connection is a service provided by us or a third party.

## **7.7. Acceptable Use**

- 7.7.1. You will not, and will not permit any other person to:
  - a) make persistent or unnecessary calls without reasonable cause;
  - b) use any SIM card we supply for any purpose other than for the Service;
  - c) make unnecessary maintenance service requests;
  - d) abort, or fail to give access to Equipment to Us pursuant to, a maintenance request;
  - e) return Equipment in working order for repair under warranty; and
  - f) otherwise abuse the Equipment or the Service,

(each an “**Unacceptable Use**”)

- 7.7.2. We may charge you the reasonable costs and expenses we incur arising out of or in connection with Unacceptable Use.

## **7.8. Confidentiality**

- 7.8.1. We will treat all information received in relation to your key-holder, emergency contacts, emergency service and medical conditions in connection with this Service in the strictest confidence.
- 7.8.2. We adhere to the National Privacy Principles and will protect your rights to privacy.
- 7.8.3. You acknowledge and agree that all incoming and outgoing telecommunications in providing the Service are recorded.
- 7.8.4. You acknowledge and agree that we may share your confidential information to our agents and sub-contractors to provide the Service, provided we require them to comply with the same confidentiality and privacy terms as we do.

## **7.9. Warranty Period**

- 7.9.1. The warranty period on the Equipment is 12 months. During that period, we will repair and replace the Equipment for defects in manufacture. After that period, you will pay for maintenance including repair and replacement of Equipment.
- 7.9.2. You will notify us of intended returns under warranty and complete Our returns form with the details we require including marking the Equipment clearly as “Claim for Repair under Warranty”.
- 7.9.3. Any evidence of misuse, abuse or tampering with the Equipment shall void the warranty in its entirety.

7.9.4.No warranty is offered on Consumer Devices.

**7.10. Return Upon Termination**

7.10.1. You will return Equipment to us within 7 days of expiry or termination of the Service, and we may charge our loss or damage if you fail to do so.



## **8. EEVI WATCH AND EEVI LIFE PENDANT SERVICE DESCRIPTION**

### **8.1. Service Description**

8.1.1. Our Eevi Watch and Our Life Pendant Service is a monitoring service that facilitates the connection of a user requiring assistance using a local unit of equipment to either:

- a) To a self-monitoring response, like their friends, family or carers; or
- b) To on-site staff, like carers or nurses; or
- c) To a professional response centre.

8.1.2. Eevi Watch and Eevi Life Pendant supports standard features like:

- a) 2 way voice response; and
- b) Mobile network connectivity.

### **8.2. Equipment**

8.2.1. We will supply mobile alarm monitoring equipment as part of the Eevi Watch or Eevi Life Pendant solution (“Equipment”).

### **8.3. Professional Monitoring Service**

8.3.1. If you purchase a Plan with Professional Monitoring, we will:

- a) Provide a continuous service to receive alarm calls sent by You by means of the alarm call facility on the Equipment (“Alarm”);
- b) As soon as practicable after it has been received, relay the alarm call at Our discretion to such available person nominated as Your emergency contact or to such available emergency service as We consider appropriate;
- c) Use Our discretion on Our understanding of the degree of emergency in each case following verbal contact with You and on Your details and personal circumstances and medical condition as currently supplied to Us, and take into account all relevant information known to us in exercising our discretion; and
- d) If verbal contact cannot be established with You, We will treat the Alarm as a request to notify appropriate emergency services.

8.3.2. We may offer additional features, either included or for additional charge, from time to time. For example, smoke alarm monitoring or inactivity monitoring. These features cannot be unbundled from the Life Pendant Service nor purchased separately.

### **8.4. Limitations on Professional Monitoring**

8.4.1. We will at all times be acting solely as your agent in notifying any emergency service or emergency contact and We accept no liability for charges made by an emergency service or emergency contact following a request for assistance by us pursuant to an alarm call.

8.4.2. Our obligations 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 any third party (for example emergency service, emergency contact, key holder, doctor or phone service provider) to respond appropriately when notified of the alarm by Us.

### **8.5. Medical Conditions, Emergency Contacts and Numbers**

8.5.1. You will keep us fully informed of any new or continuing medical conditions and treatments and any changes to them.

8.5.2. You will provide up to date details of your emergency contacts, key-holders and doctors to be contacted during an emergency and any changes to them.

8.5.3. You will ensure that each of your nominated emergency contacts, key-holders and doctors are aware of being named and are in agreement with being named for that purpose.

## **8.6. Telecommunications Failures**

8.6.1. We will connect the Equipment with a mobile telecommunications service as we consider appropriate from time to time.

8.6.2. We cannot and do not guarantee network coverage, availability, reliability or service delivery.

8.6.3. We accept no liability for any loss, injury or death resulting from the use of, or failure or, that connection in an emergency, irrespective of whether that connection is a service provided by us or a third party.

## **8.7. Acceptable Use**

8.7.1. You will not, and will not permit any other person to:

- a) make persistent or unnecessary calls without reasonable cause;
- b) use any SIM card we supply for any purpose other than for the Service;
- c) make unnecessary maintenance service requests;
- d) abort, or fail to give access to Equipment to Us pursuant to, a maintenance request;
- e) return Equipment in working order for repair under warranty; and
- f) otherwise abuse the Equipment or the Service,

(each an “**Unacceptable Use**”)

8.7.2. We may charge you the reasonable costs and expenses we incur arising out of or in connection with Unacceptable Use.

## **8.8. Confidentiality**

8.8.1. We will treat all information received in relation to your key-holder, emergency contacts, emergency service and medical conditions in connection with this Service in the strictest confidence.

8.8.2. We adhere to the National Privacy Principles and will protect your rights to privacy.

8.8.3. You acknowledge and agree that all incoming and outgoing telecommunications in providing the Service are recorded.

8.8.4. You acknowledge and agree that we may share your confidential information to our agents and sub-contractors to provide the Service, provided we require them to comply with the same confidentiality and privacy terms as we do.

## **8.9. Warranty Period**

8.9.1. The warranty period on the Equipment is 12 months. During that period, we will repair and replace the Equipment for defects in manufacture. After that period, you will pay for maintenance including repair and replacement of Equipment.

8.9.2. You will notify us of intended returns under warranty and complete Our returns form with the details we require including marking the Equipment clearly as “Claim for Repair under Warranty”.

8.9.3. Any evidence of misuse, abuse or tampering with the Equipment shall void the warranty in its entirety.

8.9.4. No warranty is offered on Consumer Devices.

## **8.10. Return Upon Termination**

8.10.1. You will return Equipment to us within 7 days of expiry or termination of the Service, and we may charge our loss or damage if you fail to do so.

