



Chubb Home Security – Summary of key terms

Below is a summary of some key terms and conditions contained in our Standard Terms and Conditions, subject to any exclusions or limitations, including in regard to warranties and/or guarantees as otherwise required under the Australian Consumer Law, particularly in regard to the supply of goods/services to “Consumers”:

- If you terminate the agreement within the Initial Term you will be required to pay an early termination fee calculated as 100% of the balance of the Fees (for Equipment and Services) payable for the remaining Initial Term. For example, if you signed up for a 24-month plan and you terminate the agreement in month 11, the Fees for the remaining 13 months are payable as a result of the termination.
- If we provide you with back to base monitoring services, your security system will need to be decommissioned when these services are terminated for any reason. Decommissioning is not included in the fees. You can arrange decommissioning at your own cost, or request us to do this for you in which case you will be charged a fee.
- You must test your security equipment regularly and maintain it in good condition.
- We use subcontractors and third party applications to perform some of the services we provide to you and your data may be shared with them for this purpose, in accordance with our Privacy Notice.
- The functionality of our products and services is dependent upon the telecommunications network as well as environmental conditions, and as such is subject to potential technical and performance limitations.
- We limit our liability to you under this agreement, and we exclude liability for consequential or indirect loss, to the extent permitted by law, including in regard to any legislated warranties/guarantees otherwise available to a “Consumer”, as per the Australian Consumer Law.
- Where you require a Variation, Chubb will notify you, including in regard to fees anticipated, as soon as possible. Acceptance of a variation may occur by specific notice in reply or ongoing instructions being provided to Chubb.
- As a subsidiary of a US group of companies we are required to comply with US export control laws and sanctions. We may cease or suspend our contract with you if it is or at any time becomes inconsistent with such laws and sanctions.

This summary is provided for reference and not as a substitute to the full Terms and Conditions, which prevail in any event. Please make sure you read them and call us if you have any questions.

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CUSTOMER SERVICE AGREEMENT – CHUBB HOME SECURITY

Standard Terms and Conditions

1. TERM

- 1.1. This Customer Service Agreement (CSA) commences on the Agreement Date.
- 1.2. For Payment Plans, this CSA continues until the end of the Initial Term and then will automatically renew on a month to month basis until such time as either party gives the other one (1) month's prior notice of termination. The Customer may terminate this CSA during the Initial Term by giving one (1) month's notice to Chubb, however Early Termination Fees will apply in accordance with clause 13 below.
- 1.3. Chubb will give notice to the Customer prior to the expiry date to advise of the automatic renewal, providing the Customer with the opportunity to opt for termination on the expiry date instead.

2. COOLING OFF PERIOD

- 2.1. This CSA may be subject to a Cooling Off Period in accordance with the applicable legislation regarding unsolicited consumer agreements (as this term is defined in the *Competition and Consumer Act 2010* (Cth)).
- 2.2. Where a Cooling Off Period applies:
 - (a) Chubb will not accept any payment during the Cooling Off Period;
 - (b) Chubb will not provide any Security Services during the Cooling Off Period;
 - (c) Chubb will not supply any Equipment exceeding five hundred Australian Dollars (\$500) in value during the Cooling Off Period;
 - (d) the Customer may cancel this CSA within this period without penalty by giving Chubb notice verbally or in writing. The Customer may use the notice in the prescribed form contained in the CSA.
- 2.3. If the Customer cancels this CSA during the Cooling Off Period and Equipment was supplied during that period, the Customer agrees to provide Chubb with reasonable access to the Site during Standard Hours to remove the Equipment within thirty (30) days of cancellation. Failure to provide Chubb with such access will result in the Customer being invoiced for the cost of the Equipment.

3. CHUBB'S OBLIGATIONS

- 3.1. In consideration of payment of the Fees by the Customer, Chubb agrees to supply the Equipment and/or the Security Services described in the CSA to the Customer, in accordance with the terms and conditions herein, including any schedules, forms, specifications and other referenced materials (if any).
- 3.2. **Supply of Equipment.** If the Customer has purchased equipment as part of this CSA, Chubb shall use all reasonable endeavours to deliver the Equipment by the time specified in the CSA (if any) during Standard Hours. The Customer acknowledges and agrees that delivery dates or periods quoted by Chubb are estimates only, and are subject to timely receipt of all Customer information, other material, and permits from the Customer necessary to allow Chubb to proceed with the delivery of the Equipment. Subject to the conditions of clause 6, as applicable, Chubb shall not be liable to the Customer in any event for any direct or indirect loss, damage, expense or cost of any nature and howsoever arising, suffered or incurred by the Customer as a result of any delay or failure to deliver the Equipment at the time specified. Risk in the Equipment shall pass to the Customer upon delivery to the Customer in accordance with the CSA. Title to and ownership of the Equipment shall pass to the Customer upon receipt by Chubb of payment in full for the Equipment.
- 3.3. **Equipment Installation.** If the Customer has elected Equipment Installation as part of this CSA, Chubb will install the Equipment at the Site on the Commissioning Date during Standard Hours. The Customer must pay Chubb for the Equipment and for Equipment Installation in the manner specified in the CSA (Part G). Any necessary structural alterations to the Site and the provision of 240v mains power connections are not included in the Equipment Installation, and additional charges will apply, unless specified otherwise in the CSA. If the Equipment Installation has not been achieved within forty-five (45) working days of the estimated installation date due to factors outside the Customer's control, unless otherwise agreed by the Customer, the Customer may cancel this CSA without penalty. Following completion of the installation of the Equipment, Chubb will issue a commissioning certificate to the Customer stating the installation completion date.
- 3.4. **Third Party Software.** If the Equipment and/or Security Services include the supply and installation of third party software, the Customer allows Chubb to act as the Customer's agent to perform the installation, including the acceptance of any applicable end user licence agreement with such third party. The Customer remains at all times solely liable for compliance with any end user licence agreement required to use the software.
- 3.5. **Warranty against defects.** Chubb warrants that the Equipment will be free from defects for the Warranty Period and Chubb will perform all Warranty Work to rectify such defects during the Warranty Period. The Customer shall inspect all Equipment upon delivery, and must, within five (5) business days of delivery, give notice to Chubb if the Equipment or any part thereof is not in accordance with this CSA. If the Customer experiences any operational faults or defects in the Equipment during the Warranty Period, the Customer must contact Chubb as soon as possible to permit Chubb to carry out the Warranty Work. Any Equipment or part thereof that is proved to be defective will be repaired or replaced by Chubb at its option, at no cost to the Customer. The Customer acknowledges and agrees that the Equipment warranty provided under this CSA does not cover:
 - (a) any defect, fault, damage or malfunction caused by the Customer's failure to regularly maintain and test the Equipment in accordance with the applicable Australian Standards and the manufacturer's recommendations;
 - (b) fair wear and tear;
 - (c) any defect, fault, damage or malfunction caused by the Customer's negligence, fault, neglect, abuse or incorrect installation, connection or use of the Equipment or as a result of vandalism, fire, water damage, power surge, lightning, electrical storm or any other circumstance outside of Chubb's control or that of the manufacturer;

- (d) any defect, fault, damage or malfunction caused by the Customer's failure to replace consumables required for the use and operation of the Equipment (such as, without limitation, batteries or light bulbs); or
- (e) any actual or attempted unauthorised repair, modification, removal or reinstallation of, interference with or work on, the Equipment by any person other than Chubb.

Warranty Work will be performed when reasonably requested by the Customer during Standard Hours unless otherwise agreed. Chubb will not be liable to the Customer for any claims made for injury, loss or damage to any person, resulting from Chubb's failure to provide the Warranty Work if the Customer fails to give Chubb access to the Site. If, after the expiry of the Warranty Period, the Customer requests (either in person, in writing or via telephone) Chubb to diagnose and rectify a defect, fault or malfunction in the Equipment, Chubb may charge the Customer a fee for such diagnosis, rectification or advice at its standard rates published by Chubb from time to time.

The warranty against defects under this clause is provided in addition to the consumer guarantees that may apply pursuant to clause 6. This warranty is provided by Chubb Home Security, a division of Chubb Fire & Security Pty Ltd (ACN 000 067 541). Registered office: 1A, 21 – 23 South Street, Rydalmere, New South Wales 2116, Australia. Phone: 1300 124 822. Website: <http://www.chubbhomesecurity.com.au>.

For the avoidance of doubt, this clause 3.5 does not apply to any Pre-Existing Equipment.

- 3.6 **Equipment returns.** To the extent permitted by applicable law, Chubb reserves the right to decline the return of Equipment, including without limitation, returns for change of mind (except where clause 2 of this CSA applies).
- 3.7 **Provision of Security Services.** Chubb will provide the Security Services to the Customer for the Term. Preventative Maintenance Services will be carried out within the Standard Hours. If, at any time during the Initial Term, Chubb becomes unable to provide the Security Services to the Customer due to reasons or circumstances beyond Chubb's control, Chubb will notify the Customer as soon as reasonably practicable and, at the election of the Customer, either refund any Fees paid for those Security Services which cannot be provided, or terminate this CSA with immediate effect and waive the payment of any Early Termination Fees (provided that where a Security Service is no longer being provided by Chubb, that Security Service was elected by the Customer at the time of the Agreement Date). For the avoidance of doubt, the Customer will still be required to pay to Chubb any Fees due and payable on account of Security Services performed up to the date of the termination.

4. CUSTOMER'S OBLIGATIONS

- 4.1 **Payment.** In consideration of Chubb supplying the Equipment, the Equipment Installation, the Warranty Work and/or Security Services, the Customer shall pay the Fees to Chubb as specified in this CSA without any set-off or deduction.
- 4.2 **Customer Site.**
 - (a) **Safety.** The Customer is liable to ensure the Site will at all times be a safe working environment for Chubb's employees, contractors, agents and authorised representatives and (without limitation) does not contain asbestos or similar hazards or any infections or building diseases. The Customer must notify Chubb in advance of any unsafe condition at the Site that may affect the performance of work at the Site. Chubb reserves the right to refuse to perform any work at the Site (including without limitation Equipment Installation, Preventative Maintenance, or Warranty Work) without any liability to the Customer, if in Chubb's reasonable opinion the Site is not a safe working environment, until such time as the Site has been made safe at the Customer's cost (including professional removal of all asbestos product from that part of Site where asbestos is present). Any such delay or suspension of the Warranty Work, Equipment Installation and/or Security Services will not constitute a breach of this CSA and will entitle Chubb to an extension of time to complete the required work. The Customer shall not be entitled to claim any liquidated damages (whether liquidated or unliquidated) by reason of such delay or suspension and will be solely liable for any damage, loss or cost incurred or suffered as a result thereof (including without limitation, the failure of fire alarm monitoring equipment, telecommunication carrier lines, power supply, costs relating to Emergency Services charges, or relocation of any equipment).
 - (b) **Pre-existing utilities.** The Customer shall identify and notify Chubb of, either verbally or in writing, the location of any existing services, concealed pipes, wires and cables for water, gas, electricity, telephone or other services affecting the Site. In the absence of such reasonable notice, in consideration as to whether or not the Customer is otherwise a Consumer as per clause 6 of this Agreement, Chubb accepts no liability for delay, cost, loss or damage arising from the location of such services (including any damage thereto) or any consequence resulting directly or indirectly from such delay, cost, loss or damage (including without limitation, any loss of production, loss of contract, loss of profit or income or any financial loss), and the Customer hereby agrees to indemnify Chubb and keep Chubb indemnified against any claim whatsoever for any loss or liability of any nature under this clause.
 - (c) **Access.** The Customer must procure free, continuous and unobstructed access to the Site during Standard Hours to enable Chubb to provide the Warranty Work, Equipment Installation and/or Security Services. If access is delayed, impeded or interrupted, additional charges may apply and will be payable by the Customer to Chubb. The Customer shall ensure that its employees, agents, invitees and other contractors shall not interfere with or disrupt, delay or hinder Chubb, its employees, agents, subcontractors, agents or other persons engaged by Chubb or prevent them from carrying out their work or cause them to incur additional cost, and reasonably cooperate with Chubb and its employees, agents and subcontractors.
 - (d) **Facilities.** The Customer shall provide adequate facilities at the Site at no cost to Chubb, including parking, lavatories, power, lifting equipment, scaffolding, scissor lifts, and rubbish removal skips.
- 4.3 **Equipment maintenance.** The Customer must carry out regular monthly testing of the Equipment and/or Pre-Existing Equipment and its connection, comply with all operating and maintenance instructions and applicable Australian Standards for the Equipment and/or Pre-Existing Equipment, and otherwise do all things reasonably required to maintain the Equipment and/or Pre-Existing Equipment in good working condition. Australian Standards recommend the servicing of Equipment at least once every twelve (12) months in order to maintain it in effective working condition.
- 4.4 **Equipment operation.** The Customer must not place any direct or indirect obstacles in front of the Equipment or Pre-Existing Equipment as such action will either partially or completely restrict the effectiveness of the Equipment or Pre-Existing Equipment.

- 4.5 **User training.** The Customer must ensure that all of its authorised users have received adequate training in the use of the Equipment and/or Pre-Existing Equipment before its operation and undertake to ensure that any additional authorised users receive similar training and if applicable, to pay Chubb's reasonable fees for this training. The Customer shall promptly arrange for its authorised users to be fully conversant with the procedures contained in any manuals or guides for the Equipment, the Pre-Existing Equipment and the Security Services, whether or not issued by Chubb, and undertakes to ensure that additional authorised users are also made fully conversant with these procedures. The Customer will promptly notify Chubb if the Customer or any of its authorised users have any difficulty in understanding or implementing the provisions contained in any owner's guide for the Equipment or user guides for the Security Services that may be issued by Chubb. Without limiting the foregoing, the Customer shall also ensure that all of its authorised users are fully aware of the Monitoring Instructions and the provisions of clause 5 below.
- 4.6 **Notifications to Chubb.** Without prejudice to any other provision of this CSA, the Customer must provide Chubb with all data, documents, specifications and information as may be requested by Chubb to enable Chubb to fulfil its obligations under this CSA and must promptly notify Chubb in the following cases:
- (a) if any defect, fault or malfunction in the Equipment or Pre-Existing Equipment is discovered at any time during the Term, including during or after testing;
 - (b) if the use, characteristics or layout of the Site changes from that existing at the Agreement Date;
 - (c) if any line of telecommunication (including without limitation, telephone lines and/or digital mobile communication) is disconnected, severed or disabled for any reason, accidentally, negligently, maliciously or otherwise; or
 - (d) if any break-in or attempted break-in occurs the Site.
- 4.7 **Customer acknowledgments.** The Customer acknowledges and agrees that:
- (a) the Fees are based on the value of the Equipment and/or the Security Services and are not related to the value or nature of the Customer's property or the property of others located on the Site;
 - (b) Chubb is not an insurer and any insurance against loss or damage to property, business interruption and personal injury must be obtained by the Customer at its own cost; the Customer acknowledges and agrees that the Security Services and installation of the Equipment at the Site are not and cannot be guaranteed to deter or prevent unauthorised entry, personal injury or loss or damage at the Site; in addition to effecting and maintaining suitable insurance coverage, it is the Customer's sole responsibility to exercise at all times all reasonable precautions that can be expected from a prudent and diligent owner, controller, manager or occupier of premises;
 - (c) the performance of the Equipment, the Pre-Existing Equipment and/or the Security Services can be affected by equipment and telecommunication services which are provided to the Customer by Carriers or other third party providers. Without limiting any other provision of this CSA, Chubb shall have no liability to the Customer for Equipment, Pre-Existing Equipment or Security Services performance issues which are attributable to equipment and/or services not supplied by Chubb; in particular, the Customer, acknowledges and agrees that Chubb will not be able to provide the Security Services until such time as the telephone line communication and/or digital mobile communication is restored;
 - (d) there are varying levels of line integrity between different Monitoring technologies and the Customer has elected to utilise the technology specified in the CSA (Part D);
 - (e) in respect of digital dialler line based monitoring, Chubb will not be aware of a communications failure if the telephone line is severed or disabled between Chubb and the security panel in the Equipment or Pre-Existing Equipment, until the next time the panel is programmed to send a test System Event to Chubb;
 - (f) a "line fail" System Event may indicate malicious damage to the telephone line connecting the Site to Chubb and may indicate a break-in or other unlawful activity at the Site;
 - (g) if a digital dialler is fitted to the Equipment or Pre-Existing Equipment, it is programmed to send regular test System Events to Chubb's monitoring centre;
 - (h) the Customer is solely liable for the costs and charges of all power, telephone, data usage, connections and any other telecommunications equipment and/or services required for the performance of the Equipment, Pre-Existing Equipment and/or the Security Services;
 - (i) the performance of the Equipment, the Pre-Existing Equipment and/or the Security Services may be affected by environmental conditions (separately or in any combination) such as weather (including, without limitation, rain, wind, storms and lightning), temperature, geographical location, humidity, dust, dirt, debris, insects, the presence of pets or other animals; Chubb is not liable in any way to the Customer for any defect, fault, damage or malfunction of the Equipment, Pre-Existing Equipment or Security Services caused by or contributed to by such environmental conditions;
 - (j) the Customer is solely liable for ensuring that its actual or proposed use of Security Services and associated Equipment or Pre-Existing Equipment complies with all applicable laws and regulations, including, without limitation, those pertaining to surveillance and the privacy of individuals in which the monitored premises are located, and if required must ensure it has obtained the consent from all relevant persons, and displayed appropriate notices. The Customer shall indemnify Chubb and keep Chubb indemnified at all times against any claim, demand, liability, proceedings, loss, damage, cost or expense by any party arising in any way out of or in connection with any alleged or actual breach of such laws and regulations; and
 - (k) the Customer acknowledges and agrees that Equipment and Security Services connected to the internet, third party networks or peripheral devices (such as, without limitation, USB) are at risk of malicious cyber-attacks or malware and must take adequate precautions to minimize these threats and mitigate their consequences; Chubb shall not be liable in any way to the Customer for any damage, loss or malfunction of the Equipment, Pre-Existing Equipment or Security Services or any other loss, damage, cost or expense directly or indirectly caused or contributed to by such malicious cyber-attacks or malware.

5. SPECIAL CONDITIONS

5.1 Provisions applicable to all Monitoring services and Preventative Maintenance

- (a) The Customer acknowledges that any security system (including any Pre-Existing Equipment and Equipment supplied and/or installed by Chubb for the purpose of Monitoring) must be Decommissioned upon termination of this CSA for any reason, otherwise the Customer may continue to incur telephone or telecommunications charges. The Customer acknowledges and agrees that it is the Customer's sole responsibility to decommission the Equipment or Pre-Existing Equipment and that the cost of Decommissioning is not included in the Fees. Should the Customer request Chubb to carry out the Decommissioning of the Pre-Existing Equipment or the Equipment, the provisions of clause 7 will apply.
- (b) The Customer acknowledges and agrees that:
 - (1) Chubb will not take any action on receiving a System Event except as specifically and explicitly directed by the Customer in the Monitoring Instructions;

- (2) the Customer is solely responsible to ensure that the Monitoring Instructions to Chubb are at all times accurate, consistent, current, correct and tailored to suit the Customer's individual requirements;
 - (3) Chubb will use all due care and skill to comply with the Monitoring Instructions;
 - (4) any expenses charged by any Emergency Services notified by Chubb in accordance with this CSA must be paid by the Customer (including, without limitation, any false alarm); and
 - (5) Emergency Services will not be contacted unless specifically and explicitly directed in the Monitoring Instructions and then only in a manner consistent with prevailing Emergency Services procedures relevant to the location of the Site. The Customer is hereby advised that in some Australian locations, Emergency Services may only attend in limited circumstances which may change from time to time outside of Chubb's control. Where the Monitoring Instructions and prevailing Emergency Services protocols conflict, the Emergency Services protocols shall prevail every time, and in such event Chubb will not be liable in any way to the Customer for failure to comply with the Monitoring Instructions;
- (c) if the Monitoring Instructions contain conflicting or manifestly wrong information or are manifestly inconsistent with the Security Services, the Customer authorises Chubb to resolve the conflict, correct the wrong information or inconsistent Monitoring Instructions to the extent possible and such corrected information or instructions shall then constitute the Monitoring Instructions to Chubb. Chubb will notify the Customer either in writing or verbally of the corrected information as soon as practicable.

5.2 Provisions applicable to Alarm Response Services

- (a) Alarm Response Services will be dispatched only in accordance with the Monitoring Instructions.
- (b) Each Alarm Response Service will be charged at the Alarm Response Services Provider's standard rates for those services at the time of request unless otherwise specified in the CSA (Part D). Current standard rates are available on request and generally comprise a call out flat fee and a per minute charge rate for attendance at the Site.
- (c) The Alarm Response Officer will, on attendance at the Site in response to a System Event:
 - (1) visually inspect all points of entry where access is unhindered;
 - (2) visually inspect all glazed areas on ground level where access is unhindered;
 - (3) report any observed security breaches to Chubb;
 - (4) implement nominated after hours instructions (if any);
 - (5) provide an attendance report to Chubb; and
 - (6) only if the Alarm Response Officer holds keys and codes for the Site, will also if and as directed in the Monitoring Instructions:
 - (i) inspect internal alarmed areas;
 - (ii) re-arm or re-set the alarm panel in the Equipment; and
 - (iii) if expressly instructed by the NC, use best endeavours to engage a Guard Service to resecure the Site at the Customer's cost. Placement of a guard will result in a minimum four (4) hour charge at standard rates applicable at the time.
- (d) The Alarm Response Officer will not:
 - (1) apprehend offenders where there is a potential safety risk or enter an area of potential risk; or
 - (2) in cases where the Alarm Response Officer does not hold keys to the Site; will not enter the Site including entry through secured gates or into areas where access cannot be gained, or re-arm the Equipment or Pre-Existing Equipment.
- (e) Should the Alarm Response Officer detect a security breach or break and enter the Alarm Response Officer will:
 - (1) contact Chubb with details of the break and enter. Chubb will attempt to contact a NC to seek instructions;
 - (2) conduct a visual check of the break and enter area, if practical, lawful and instructed to do so attempt to secure the crime scene and assist in ensuring potential evidence is not destroyed or compromised; and
 - (3) await the attendance of Emergency Services or the NC and not leave until authorised to do so by Chubb or the NC; and
 - (4) take appropriate action to minimise loss and/or damage as per the NC's instructions and at the Customer's cost.
- (f) Alarm Response Services are shared with other users and the Customer agrees and acknowledges that exceptionally busy periods and/or unforeseen circumstances may occasionally prevent or delay attendance at a Customer's premises.

5.3 Provisions applicable to IP Monitoring.

- (a) IP Monitoring is connected to either the Customer's network or virtual private network. The service meets the requirements of AS 2201.5 Part 3.8 with regards to signalling security.
- (b) The IP Monitoring Interface sends the Customer's security data to Chubb using a network service. Typically this service is delivered using one of the following technologies: ADSL, cable modem, satellite, wireless broadband or frame relay. If the network connection is inoperable, impaired, congested, or if the Customer is in an area with restricted network access, then the data delivery may be affected.
- (c) During installation and Commissioning, all reasonable care will be taken by Chubb not to affect the overall operability of the Customer's network.
- (d) It is the Customer's responsibility to configure and provide all necessary IP network requirements prior to Chubb attending the Site.
- (e) If the IP Monitoring Interface is not transmitting any data (e.g. alarm and polling messages) over the primary network for any reason (including congestion or failure of the Customer's network), the data will only be transmitted if the security system has dual path capabilities and is configured for backup. The security system will not be monitored by Chubb until at least one communication link has been restored.
- (f) The IP Monitoring Interface is regularly polled by Chubb to ensure alarm path integrity. If the Customer does not have the required bandwidth available or bandwidth is reduced, the data (e.g. alarm and polling messages) may be delayed or lost.
- (g) The Customer is responsible for all the Telecommunication Network charges (including bandwidth consumption and excess usage charges) associated with the use of IP Monitoring Interface.
- (h) Should the Customer make changes to any Telecommunications Network settings which disrupt the IP Monitoring Interface's data transmission and as a result a technician is required to rectify the Security Services, Chubb's standard fees relating to a call out will apply and are payable by the Customer in addition to the Fees.
- (i) In the unlikely event of the IP Monitoring Interface affecting the Customer's Telecommunications Network, which may share the same network as other services, Chubb is not liable for any loss or damage, including consequential losses, caused by any Telecommunications Network failure, corruption or downtime.

5.4 Provisions applicable to Wireless Alarm Monitoring

- (a) If the Customer has elected Wireless Alarm Monitoring (CSA Part D), Chubb will provide the Security Services via a cellular mobile Telecommunications Network.
- (b) The Customer acknowledges that the provision of Wireless Alarm Monitoring by Chubb may be interrupted and may not be error free.
- (c) Chubb shall not be liable for any loss or damage sustained or incurred by the Customer in the course of Chubb providing the Wireless Alarm Monitoring as a result of or in relation to the failure to receive or transmit any data or the receipt or transmission of incorrect data relating to or resulting from, whether directly or indirectly, any defect, limitation, error or malfunction in the Telecommunications Network.
- (d) The Customer agrees to use the SIM Card(s) provided by Chubb, unless otherwise agreed by Chubb.
- (e) The Customer acknowledges that the SIM Card(s) provided as part of the Wireless Alarm Monitoring will at all times remain the sole property of Chubb, and that nothing in this CSA shall confer upon the Customer any right of property or interest in, or title to, the SIM Card(s) and that Chubb will cancel the SIM Card(s) in the event that the Equipment or Pre-Existing Equipment is Decommissioned for any reason.

5.5 Provisions applicable to Smoke Alarm Services

Where the Customer has elected Smoke Alarm Services (CSA Part D), and a smoke detector alarm System Event is received, subject to clause 5.1(b) Chubb will use reasonable endeavours to contact the fire brigade if the Customer has specifically and explicitly requested such Emergency Services procedures as part of the Monitoring Instructions.

The Customer acknowledges that smoke detector devices:

- (a) are intended only to provide an early warning system in the event of fire or smoke;
- (b) are not intended for the purposes contemplated by, and do not comply with, AS1670.1-2004 Fire Detection, Warning Control and Intercom Systems, the Building Code of Australia and applicable legislation and Australian standards relating to fire alarm equipment and installation;
- (c) must be serviced in accordance with the manufacturer's specifications, and that it is solely the responsibility of the Customer to arrange such servicing. Chubb, on the written request of the Customer, can arrange servicing of the smoke detection equipment for an additional fee payable by the Customer; and
- (d) are not lifesaving equipment and must not be relied on by the Customer for the purposes of meeting any obligation under any Commonwealth or State legislation, Australian standards, local regulations or the Building Code of Australia or for insurance purposes.

5.6 Provisions applicable to Duress Alarm Service

If Duress Alarms Service (CSA Part D) are selected by the Customer, the Customer acknowledges and agrees that a duress System Event will not result in automatic notification to Emergency Services or their attendance at the Site.

5.7 Provisions applicable to GPS Location Monitoring Services

If GPS Location Monitoring (CSA Part D) is selected by the Customer:

- (a) GPS Location Monitoring uses the Global Positioning System space-based navigation system to locate the Customer and a telecommunications network to transmit the System Events to Chubb's monitoring centre.
- (b) The Customer acknowledges that the provision of GPS Location Monitoring by Chubb may be interrupted and may not be error free.
- (c) Chubb shall not be liable for any loss or damage sustained or incurred by the Customer in the course of Chubb providing the GPS Location Monitoring as a result of or in relation to the failure to receive or transmit any data or the receipt or transmission of incorrect data relating to or resulting from, whether directly or indirectly, any defect, limitation, error or malfunction in the Telecommunications Network.

5.8 Provisions applicable to Interactive Services

If the Interactive Services (CSA Part D) are selected by the Customer:

- (a) the Customer acknowledges that the Interactive Services require the installation and/or activation of compatible Chubb Equipment and:
 - (1) to access the Interactive Services via the Chubb App, a compatible smart phone or tablet with internet and e-mail access; and/or
 - (2) to access the Interactive Services via the web portal, a compatible computer, smart phone or tablet with internet and e-mail access.
- (b) The Customer acknowledges and agrees that if enabled by the Customer, the Interactive Services may use location-based services to locate the Customer.
- (c) If the Interactive Services include video cameras, the video images and video clips captured by such cameras may only be viewed by the Customer for a limited time, based on the quantity of storage ordered by the Customer.
- (d) The Customer acknowledges and agrees that Chubb may use the services of third party providers to deliver part or all of the Interactive Services. These providers may store the video images and video clips captured by the compatible Equipment on their own servers and in their data centres.
- (e) The Customer acknowledges and agrees that the quality of video images and video clips may be affected by, without limitation, lighting conditions and bandwidth limitations and may not be clear at all times.
- (f) The Customer acknowledges that the video images and video clips captured, may be interrupted and not available at certain times due errors or malfunctions in the Customer's Home Network or Telecommunication Network.
- (g) The Customer acknowledges that video images and video clips will not be viewed by or visible to Chubb's operators and that they will not use video captured by the system to verify the nature of site generated alarms.
- (h) The Customer hereby acknowledges and agrees that Chubb shall in no event be liable for any claim, injury, loss, cost, expense or damage sustained or incurred by the Customer or any third party arising directly or indirectly out of or in connection with any defect, limitation, error or malfunction in the Telecommunication Network in the course of Chubb providing the Interactive Services.

5.9 Provisions applicable to use of SafeZone

- (a) CHS offers, on an optional, opt in basis, access to its "SafeZone" application, which is available from both the Apple and Google stores. Full conditions associated with the use of the application are available for viewing prior to download.

- (b) SafeZone is designed to provide for emergency response, particularly if alone or working in hazardous areas via GPS tracking on the Customer's mobile phone and/or desktop device, and includes separate help, medical, emergency alerts and automatic fall triggers. It may also be paired with Bluetooth devices.
- (c) Fees and charges are applicable upon installation and sign up to the SafeZone application.
- (d) Use of SafeZone is supported by the CHS monitoring team.
- (e) The Customer acknowledges the following in regard to their use of SafeZone:
 - (a) that an event raised by the SafeZone application will not, in all cases, result in automatic notification to Emergency Services or their attendance at the Site and is dependent on telecommunication signal at the place and time of the incident;
 - (b) SafeZone relies on Google or Apple Maps to indicate the location of the user and the Customer the terms and conditions of use associated;
 - (c) Functionality of the SafeZone application is subject to device compatibility and/or condition;
 - (d) Location services must be enabled and on at all times for SafeZone to operate effectively;
 - (e) Updates and further downloads may be required from time to time;
 - (f) The Customer is responsible for any network charges or fees incurred whilst using SafeZone;
 - 1. The Customer's device may not be used once an alert has been issued by SafeZone and until the monitoring centre has made contact; and
 - 2. If no contact has been made by the monitoring centre within 3 minutes of an alert then the Customer should immediately contact emergency services directly.
 - (g) CHS cannot and will not accept responsibility for any failure by SafeZone to issue an alert, including any resulting loss or damage sustained/incurred.

6. WARRANTIES – CONSUMER AND/OR SMALL BUSINESS

- 6.1 Subclauses 6.2 to 6.5 only apply if the Customer is a Consumer for the purposes of the *Competition and Consumer Act 2010* (Cth).
- 6.2 Nothing in this CSA limits or excludes the application of the *Competition and Consumer Act 2010* (Cth) including the Australian Consumer Law. If the Customer is a "consumer" as defined in the Australian Consumer Law, the consumer guarantees under the Australian Consumer Law apply in addition to other rights and remedies of the consumer under applicable laws relating to the Equipment or Security Services and prevail over the provisions of clauses 3.5 and 3.6 to the extent of any inconsistency throughout this Agreement.

Chubb's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. The Australian Consumer Law specifies one or more remedies for a breach of a guarantee, with the precise remedy depending on the circumstances. The benefits to the consumer given by a guarantee under the Australian Consumer Law is in addition to other rights and remedies of the consumer under other applicable laws relating to the Product or Service.

- 6.3 If the Customer is a Consumer, to the extent permitted by law the liability of Chubb for breach of a guarantee conferred by the Australian Consumer Law (other than those conferred by sections 51 to 53 inclusive of the Australian Consumer Law) is limited:
 - (i) in the case of Products not ordinarily acquired for personal, domestic or household use or consumption, to any one of the following:
 - (A) the replacement of the Products or the supply of equivalent Products;
 - (B) the repair of the Products;
 - (C) the payment of the cost of replacing the Products or of acquiring equivalent Products; or
 - (D) the payment of the cost of having the Products repaired; and
 - (ii) in the case of Services not ordinarily acquired for personal, domestic or household use or consumption, to any one of the following:
 - (A) the supplying of the Services again; or
 - (B) the payment of the cost of having the Services supplied again.

The Customer is also entitled to choose a refund or replacement for a major failure with goods. If a failure with the goods or a service does not amount to a major failure, the Customer is entitled to have the failure rectified in a reasonable time. If this is not done the Customer is entitled to a refund for the goods and to cancel the agreement for the service and obtain a refund of any unused portion. The Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

- 6.4 Where a failure or defect occurs under clause 6.2 or 6.3, the Customer is entitled, during the Warranty Period or any longer period during which Chubb is required to remedy the defect under the Australian Consumer Law, to submit a warranty claim by notifying Chubb in writing as soon as possible, for assessment. The costs of return of any Equipment (including postage and packaging) will be at the Customer's expense, unless they are significant. When returning the Equipment, the Customer must ensure it is properly packaged so that no damage occurs during transit, include the original or a copy of the proof of purchase and, where possible, an explanation of the problem.
- 6.5 Where Chubb elects to repair the Equipment pursuant to clause 6.2 or 6.3:
 - (a) Equipment presented for repair may be replaced by refurbished goods of the same type rather than being repaired.
 - (b) Refurbished parts may be used to repair the goods; and
 - (c) if the Equipment is capable of retaining user-generated data, the repair of the Equipment may result in the loss of the data.
- 6.6 If the Customer is a Small Business, to the extent permitted by law the liability of Chubb is limited, in the case of Product supplied to:
 - i. the replacement of the Products or the supply of equivalent Products;
 - ii. the repair of the Products;
 - iii. the payment of the cost of replacing the Products or of acquiring equivalent Products; or
 - iv. the payment of the cost of having the Products repaired; and
 - v. in the case of Services provided to any one of the following:
 - v. the supplying of the Services again; or

vi. the payment of the cost of having the Services supplied again.

6.7 The form of remedy offered to a Small Business for is solely determined by Chubb and/or its insurers.

7. VARIATIONS

7.1 If the Customer requests Chubb to provide Additional Services, the terms of the CSA will apply to the Additional Services and the Customer must pay for the Additional Services at the following rate(s):

- (a) if Chubb has quoted an amount before providing the Additional Services, the amount quoted; and
- (b) if Chubb has not given any quote, an amount calculated at Chubb's standard rates for such Additional Services applicable at that time.

7.2 Chubb will provide an estimated time to complete the Additional Services based on the description of the likely Additional Services that will be required.

7.3 Any variations to the Equipment and/or Security Services required by the Customer must be agreed in writing by both parties prior to becoming effective.

7.4 All additional costs arising from clause 7.1 above and any alteration to the specifications required by the Customer including any interruption or delays by the Customer, its employees, contractors, agents, invitees or any other trades or third parties not within the control of Chubb during the course of work performed may result in additional charges including the reasonable costs of delay. Where such costs are applicable the Customer shall be notified as and where a Variation is required, including fees anticipated, where possible. Acceptance of a Variation may be provided by written notice, within 5 business days of the Variation being provided or by the Customer's continued provision of requests for Services or Equipment from Chubb.

7.5 In the event that Chubb has agreed to deliver the Security Services by a date agreed between the parties and such delivery is delayed by the occurrence of an event as described in clause 15 or by any third party, or the Customer or its employees, contractors, agents or invitees, Chubb shall be entitled to a reasonable extension of time to complete the Security Services and compensation for all additional costs reasonably incurred.

8. INTELLECTUAL PROPERTY

8.1 In this clause, "Intellectual Property Rights" means all current and future registered and unregistered rights in respect of copyright, designs, software, domain names, circuit layouts, trade names, trademarks, trade secrets, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the Convention Establishing the World Intellectual Property Organisation 1967 (as amended from time to time) subsisting anywhere in the world in respect of the Equipment, the Security Services and any documentation, record or material in any form or media (whether tangible or intangible) prepared or provided by Chubb under this CSA, and applications for any of the foregoing.

8.2 Chubb retains all rights, title and interest subsisting in the Intellectual Property Rights. Chubb grants to the Customer a royalty-free, non-exclusive, non-transferrable, revocable licence to use the Intellectual Property Rights to the extent necessary for the purpose of using the Equipment and/or the Security Services in Australia in accordance with the CSA. The Customer must not in any way modify, adapt or reverse-engineer the Equipment and/or the Security Services.

9. CREDIT INFORMATION

9.1 Without limiting clause 10, if the Customer has applied to Chubb for credit, the Customer acknowledges and agrees that for purposes of this CSA, Chubb may collect, use, store, give, obtain and exchange personal information about the Customer's creditworthiness, credit history or credit capacity on terms which attract the operation of the *Privacy Act 1988* (Cth), and authorises Chubb to do so in accordance with Chubb's privacy policy.

9.2 If at any time during the Term, Chubb assesses the Customer's creditworthiness under this clause 9 and determines in its absolute discretion that there are reasonable grounds for believing the Customer will be or become unable to pay the Fees due under this CSA, Chubb may terminate this CSA with immediate effect by written notice to the Customer.

10. PRIVACY

10.1 All personal information requested and provided hereunder for the purposes of providing the Customer with the Equipment and Security Services and administering the CSA will be collected, used, safeguarded, disclosed and disposed of in accordance with Chubb's privacy policy. A current copy of Chubb's privacy policy (including how the Customer may access or update the personal information Chubb holds regarding the Customer) may be viewed on the Chubb Home Security website: www.chubbhomesecurity.com.au or obtained by contacting: Chubb Privacy Officer, PO Box 6247 Silverwater Business Park 1811 or au_privacy@chubbfs.com

10.2 If the Customer does not provide Chubb with the personal information requested, it will affect or prevent Chubb's ability to effectively provide the Customer with the Security Services, and Chubb may elect to terminate the CSA immediately without further liability to the Customer. The Customer must actively cooperate with Chubb to ensure that all personal information of the Customer held by Chubb is accurate, up-to-date, complete, relevant and not misleading.

10.3 By entering into this CSA, the Customer agrees and acknowledges that Chubb may:
(a) forward to the Customer from time to time promotional material and information regarding any of its security goods and services, unless the Customer requests Chubb (either by phone, e-mail, letter or facsimile) to stop using the Customer's personal information for the purpose of direct marketing; and

- (b) disclose the Customer's personal information to other organisations (including without limitation, Related Bodies Corporate, Emergency Services, service providers and government bodies and entities) that assist Chubb in the provision of the Security Services.
- 10.4 If the Customer has provided Chubb with personal information about another person (including any of the Customer's Nominated Contacts), the Customer must inform that person that personal information has been supplied to Chubb, the reason why it has been supplied and that they can contact Chubb to obtain access to or update or correct their personal information.
- 10.5 Chubb's privacy policy also contains information about how an individual may complain about a breach of the Australian Privacy Principles contained in Schedule 1 of the *Privacy Act 1988* (Cth), and how Chubb will deal with such complaint.

11. FEES AND PAYMENT

- 11.1 Unless otherwise agreed in writing, a quotation provided by Chubb shall remain valid for acceptance up to thirty (30) days from the quotation date.
- 11.2 The Customer must pay all Fees to Chubb without set-off or deduction in the manner and at the times specified in the CSA (Part G). The Monitoring Fees and the Equipment Fees are fixed for the Initial Term.
- 11.3 Monitoring Fees are paid by equal monthly or quarterly instalments or annually in advance; the first payment is due on the Agreement Date and if paid in instalments, thereafter on the same date each relevant cycle, until the Fees are paid in full.
- 11.4 Equipment Fees are paid in full on the Agreement Date, or by way of a Payment Plan. When a Payment Plan is selected, a deposit at the time of installation is optional. The full amount or the balance will be divided by the number of months selected for the Payment Plan as specified in the CSA (Part E) and billed each month following the Agreement Date until paid in full.
- 11.5 Fees for Alarm Response and Guard Fees, if applicable, are invoiced to the Customer at the applicable rates prevailing at the time of provision of those Security Services. Such fees are payable within fourteen (14) days of invoice date. Indicative rates for these services are available by calling Chubb on 1300 124 822.
- 11.6 Fees for Preventative Maintenance, if elected by the Customer at the time of the Agreement Date, are fixed for the Initial Term. Fees for such services are paid by equal monthly instalments in advance, the first of which is payable on the Agreement Date and thereafter as per the monitoring and equipment cycle as specified in the CSA (Part D) on the same date as the Agreement Date until the Fees are paid in full.
- 11.7 If the Customer has elected to pay any part or the whole of the Fees to Chubb by direct debit of the Customer's bank account, the Customer undertakes to promptly sign a direct debit authority and deliver the signed authority to Chubb to give effect to this undertaking. The Customer agrees and acknowledges that the Direct Debit Contract applies to the Customer's direct debit payments of those Fees. If the Customer fails to make a payment for any Security Service required to be made under this CSA, the Customer authorises Chubb to deduct from the Customer's account on the next day that a payment is due, an amount equal to all amounts then outstanding and due and payable to Chubb.
- 11.8 Should the Customer fail to pay the Fees when or before they become due in accordance with this CSA, Chubb shall have the right to charge interest on the outstanding amount at the current Westpac Unsecured Personal Loan Rate applied on outstanding amounts calculated daily from the due date and until all outstanding amounts are received by Chubb in full. The Customer will also be liable for the payment all expenses that are reasonably incurred by Chubb in the recovery of any payment, including debt collection agency fees and legal costs incurred in the enforcement of payment on a solicitor and own client basis.
- 11.9 Payment of the Fees by the Customer in accordance with the CSA is a fundamental term of this CSA. To the full extent permitted by law, without prejudice to its rights under clause 13.2, Chubb may also suspend the provision of the Security Services, until payment is received in clear funds.
- 11.10 The Fees may be adjusted annually (after the Initial Term) to take into account any changes in the national consumer price index and any increase/fall in costs. Any increase in Fees will be notified to the Customer in writing at least thirty (30) days prior to such increase becoming effective and the Customer may elect to terminate this CSA upon fourteen (14) days written notice prior to the increase becoming effective.
- 11.11 All Fees include GST unless otherwise stated.

12. LIABILITY

- 12.1 Nothing in this CSA is intended to exclude, restrict or modify the application of the provisions of any statute (including the *Competition and Consumer Act 2010* (Cth)) where to do so would contravene that statute or cause any part of this CSA to be void.
- 12.2 To the full extent permitted by law, except to the extent otherwise provided by clause 6 of this Agreement and in regard to the applicability of the consumer guarantees and other provisions of the Australian Consumer Law (if applicable), the Customer acknowledges and agrees that Chubb will have no liability for any statements, representations, guarantees, conditions or warranties that are not expressly contained in this CSA.
- 12.3 To the full extent permitted by law, where Chubb breaches its obligations under this CSA, Chubb shall at its election:
 - (a) re-supply the Equipment or Security Services; or
 - (b) refund to the Customer the Fees paid for Security Services not performed or performed incorrectly;
 - (c) reimburse the Customer to a maximum total value of the Fees paid by the Customer under this Agreement for the Products; or
 - (c) pay to have the Security Services supplied again or for the replacement, repair or repayment of the Equipment, up to a maximum total value of the Fees paid by the Customer under this CSA.

- 12.4 To the full extent permitted by law, the Customer agrees that any liability of Chubb under this CSA will be reduced to the extent that any non-performance, defective performance, loss, damage or expense was caused or contributed to by the Customer or a third party including through breach of this CSA, negligence, fault, lack of care or through any other act or omission of the Customer, its employees, subcontractors and agents or a third party and, in any event, Chubb's total aggregate liability to the Customer under this CSA, whether in contract, tort (including negligence), by way of indemnity or otherwise, will be limited to a maximum amount of four (4) times the total value of payments received by Chubb from the Customer under this CSA in the last twelve (12) months immediately before the liability arose.
- 12.5 Further to clause 12.4, to the extent permitted by law, and unless otherwise expressly agreed with the Customer, Chubb will not accept liability for and be precluded from any obligations in regard to Equipment connected to the Customer's own, or third party installed systems.
- 12.5 The Customer acknowledges and agrees that it is reasonable that Chubb's liability under this Agreement is limited, unless otherwise agreed in writing, to the value of the contract sum. This paragraph does not limit liability of a party for any injury to, or death of a person, caused by the negligence of that party.

13. TERMINATION

13.1 Termination by the Customer

- (a) The Customer may terminate this CSA without cause:
- (1) at any time and without Early Termination Fees during the Cooling Off Period in accordance with clause 2;
 - (2) at any time during the Initial Term by giving Chubb one (1) month's prior written notice, and subject to the payment of the Early Termination Fees to Chubb; or
 - (3) after the Initial Term has expired, at any time and without Early Termination Fees by giving Chubb thirty (30) days prior written notice.
- (b) The Customer may terminate this CSA for cause:
- (1) immediately and without Early Termination Fees, if Chubb has committed a substantial breach of its obligations under the CSA and Chubb has not commenced rectification within thirty (30) days of notification in writing to Chubb, provided always that all outstanding amounts due by the Customer under this CSA which remain unpaid to Chubb, if any, become immediately due and payable on the date of termination;
 - (2) with immediate effect in the event Chubb becomes insolvent, bankrupt or enters into a scheme of arrangement with creditors;
 - (3) without Early Termination Fees, in accordance with clause 15; or
 - (4) as otherwise provided in the CSA.

13.2 Termination by Chubb

- (a) Chubb may terminate this CSA without cause at any time by giving the Customer sixty (60) days prior notice in writing.
- (b) Chubb may terminate the CSA for cause:
- (1) without charging an Early Termination Fees, in accordance with clause 15;
 - (2) if the Customer is in breach of a payment obligation under this CSA, and the breach is not rectified within thirty (30) days of notification; for purposes of this sub-clause, the first reminder correspondence from Chubb to the Customer will be deemed notice to the Customer to rectify the payment breach within thirty (30) days;
 - (3) any breach (other than failure to pay) by the Customer in respect of any provision of this CSA which is not rectified within thirty (30) days of notification by Chubb, will entitle Chubb to terminate this CSA for breach, and to charge Early Termination Fees;
 - (4) with immediate effect in the event the Customer becomes insolvent, bankrupt or enters into a scheme of arrangement with creditors; or
 - (5) as otherwise provided in the CSA.

13.3 For the avoidance of doubt, termination under this clause shall be without prejudice to any rights that may have accrued for either of the parties before termination and all sums due under this CSA shall become payable in full when termination takes effect.

13.4 As a subsidiary of a US group of companies, Chubb is required to comply with the export control laws and sanctions of the United States of America. Chubb may terminate or suspend the CSA with immediate effect and without further liability if: (1) the Customer is or at any times becomes a denied or restricted party under such laws or sanctions, (2) Chubb determines that the Customer is in breach of such laws or sanctions, whether directly or indirectly, or (3) the existence or performance of the CSA is or at any time becomes inconsistent with such laws and sanctions.

14. COMPLAINTS AND DISPUTES

14.1 Complaints – Billing and payment

If the Customer has a complaint about an invoice or payment, the Customer may contact Chubb by calling 1300 124 822 (Option 3) and Chubb will endeavour to resolve the Customer's complaint within three (3) working days. If the Customer is not satisfied with the resolution, or if Chubb has not resolved the Customer's complaint within that time, the Customer may escalate the complaint by calling 1300 124 822 and Chubb customer service will either resolve or escalate the complaint for resolution by a supervisor.

14.2 Complaints – General

If the Customer has a complaint about the Security Services or the Equipment (except for billing and payment disputes), the Customer may contact Chubb by calling 1300 124 822 and Chubb will endeavour to resolve the complaint within five (5) working days. If the Customer is not satisfied with the resolution, or if Chubb has not resolved the Customer's complaint within that time, the Customer may escalate the complaint by calling 1300 124 822 and requesting to speak with a supervisor.

15. FORCE MAJEURE

15.1 Neither party will be in breach of this CSA or be liable to the other party if it fails to perform or delays in the performance of an obligation as a result of an event beyond its reasonable control, including but not limited to electrical shortages, telecommunication outages, power failure, computer failure, strikes, industrial disputes, earthquake, volcanic eruption, fire (including bushfire), flood, tidal wave, lightning strike, storm, cyclone, hurricane, act of God, war (including civil war), insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes, blockades or restraints, extreme weather or traffic conditions, temporary closure

of roads, legislation, regulation, order or other act of any government or governmental agency. If such event continues for more than sixty (60) days, either party may terminate the CSA by giving fourteen (14) days' prior written notice to the other party.

- 15.2 If a party is wholly or partially unable to perform its obligations under this Agreement because of Force Majeure then, as soon as reasonably practicable after the Force Majeure event arises, that party must notify the other party of the particulars of the Force Majeure event, including why the notifying Party is unable to perform its obligations and intended steps to mitigate and/or manage the effect of the Force Majeure Event.

16. NBN TRANSITION

- 16.1 Without limiting other provisions therein, where the Customer is not using the NBN at the date of this CSA, the Customer must inform Chubb as soon as possible:
- if the Customer decides to use the NBN to enable the connection of the Equipment of Pre-Existing Equipment; or
 - if the NBN is installed at the Site, at any time during the Term.
- 16.2 The Customer must also inform its Carrier of the existence of Security Services at the Site.
- 16.3 In the event of 16.1(a) or 16.1(b) occurring, the Customer agrees and acknowledges that:
- Chubb may need to attend the Site to ensure compatibility of the Customer's security system with the NBN and that the Equipment and/or Pre-Existing Equipment are properly connected to enable the provision of the Security Services; such visit will be charged to the Customer and Chubb will advise the cost of the visit prior to attendance; and
 - the Customer may be required to procure additional equipment from the Carrier and/or Chubb as a result, at the Customer's cost.
- 16.4 The Customer acknowledges that compliance with the obligations contained in this clause is essential to ensure that the performance of the Security Services is not disrupted. For the avoidance of doubt, Chubb will not be liable for any disruption to the Security Services (including any failure to provide the Security Services or defect in the Security Services) where any such disruption is caused or contributed to by the Customer's non-compliance with this clause 16.

17. INTERNATIONAL TRADE COMPLIANCE

As a subsidiary of a US group of companies, Chubb is required to comply with the export control laws and sanctions of the United States of America. Chubb may terminate or suspend the Agreement with immediate effect and without further liability if: (1) the Customer is or at any times becomes a denied or restricted party under such laws or sanctions, (2) Chubb determines in its sole discretion that the Customer is in breach of such laws or sanctions, whether directly or indirectly, or (3) the existence or performance of the Agreement is or at any time becomes inconsistent with such laws and sanctions.

18. MODERN SLAVERY

- 18.1 The term "**Modern Slavery**" means an offence against any applicable Commonwealth or state legislation relating to slavery or modern slavery and includes the meaning given to "modern slavery" in the Modern Slavery Act 2018 (Cth)
- 18.2 "**carries on business in Australia**" has the meaning given to that term in the *Modern Slavery Act 2018* (Cth).
- 18.3 If any party to the Agreement has obligations to supply any goods and/or services and *carries on business in Australia*, then in performing those obligations the party will, and must ensure any of its subcontractors used to perform those obligations will:
- comply with all applicable laws relating to *Modern Slavery*; and
 - take reasonable steps to ensure that there are no *Modern Slavery* practices in the supply chain or business of *Customer* or those subcontractors.
- 18.4 The parties also each represent and warrant, to the extent that the Modern Slavery laws apply to the relevant party, that neither it nor its Personnel or its Related Bodies Corporate:
- have been convicted of any offence involving Modern Slavery;
 - to the best of its knowledge, having made reasonable enquiries, have been or are the subject of any investigation, inquiry or enforcement proceedings by any Government Agency regarding any offence or alleged offence of, or in connection with Modern Slavery;
 - Have not engaged in acts of Modern Slavery; and
 - comply with the legislative requirements of the Modern Slavery Act, including in regard to its business operations, processes and procedures and its affiliates/supply chain, to the extent applicable."

19. GENERAL PROVISIONS

- 19.1 If the Customer purports to cancel any order, contract or this CSA, including prior to the completion of the Initial Term, Early Termination Fees may apply. Please refer to clause 13.1 above and to the definition of Early Termination Fees in the Keywords section of the CSA.
- 19.2 The Customer must not assign or novate its interests in this CSA without Chubb's prior written consent, which may be withheld at Chubb's discretion. Chubb may at any time assign or novate any part of its rights and obligations under this CSA to a reputable and competent organisation (including a Related Body Corporate) without the Customer's consent. Chubb may subcontract its rights and obligations under this CSA without restriction.
- 19.3 This CSA shall be subject to the laws of New South Wales and each party submits to the exclusive jurisdiction of the courts of New South Wales.
- 19.4 This CSA constitutes the entire agreement between the parties and supersedes all prior representations, contracts, statements and understandings, whether verbal or in writing. All other terms and conditions are excluded to the fullest extent permitted by law including any terms and conditions which the Customer may seek to impose. The terms, provisions and conditions of this CSA may only be varied by an agreement in writing signed by both parties.

- 19.5 No right under this CSA will be deemed to be waived except by notice in writing signed by each party and any failure or delay by Chubb to enforce any clause of this CSA will not be construed as a waiver of Chubb's rights under this CSA.
- 19.6 The CSA is entered into subject to satisfactory credit approval of the Customer by Chubb.
- 19.7 Any provision of this CSA that is illegal, void or unenforceable will not form part of this CSA to the extent of that illegality, voidness or unenforceability. The remaining provisions of this CSA will not be invalidated by an illegal, void or unenforceable provision.
- 19.8 A provision of this Agreement must not be construed to the disadvantage of a Party merely because that Participant was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
- 19.9 The word "including" (and related forms including "includes") means "including without limitation".
- 19.10 The section headings in this CSA are used for convenience only, are not substantive, and shall not be interpreted to define, describe, or otherwise limit the interpretation of the provision under the section headings or of the CSA as a whole.
- 19.11 Either party may give the other notice under this CSA by letter, e-mail or facsimile, addressed in the case of a letter at the address last known to the party giving the notice and otherwise as advised by each party to the other from time to time, and any such notice will be considered given when the letter, e-mail or facsimile would have been delivered in the ordinary course of post or transmission.
- 19.10 If there is an inconsistency between the documents forming the CSA, specific requirements will prevail over general requirements.

CHUBB HOME SECURITY CSA KEYWORDS

Additional Services

Any additional Equipment and/or Security Services requested by the Customer and not previously elected by the Customer in the CSA.

Agreement Date

The date on which the Customer signs the CSA. Billing under the CSA will begin on the Commissioning Date or upon the Security Services becoming effective, or where a Cooling Off Period applies, at the end of the Cooling Off Period, whichever is the later.

Alarm Response Fees

The fees charged for and on behalf of the Alarm Response Service Provider and payable by the Customer within fourteen (14) days.

Alarm Response Officer

Means an agent or employee of the Alarm Response Service Provider.

Alarm Response Service

The attendance of an Alarm Response Officer at the Site if requested by the Customer under the Monitoring Instructions, as soon as practicable during Alarm Response hours. Such hours as applicable in the area where the Site is located may be confirmed by contacting Chubb. Minimum response times are set out in Australian Standard AS4421-1996. The availability of this service is not guaranteed at the time of a System Event.

Alarm Response Service Provider

Means Chubb's preferred provider to undertake the Alarm Response Service unless otherwise nominated by the Customer on the Monitoring Instructions. Chubb does not guarantee the attendance of any Alarm Response Service Provider.

Australian Consumer Law has the meaning given to that term in the *Competition and Consumer Act 2010* (Cth).

Carrier

The supplier or suppliers engaged directly by the Customer to provide telecommunications at the Site that enable the Security Services to be provided to the Customer by Chubb.

Chubb

Chubb Fire & Security Pty Ltd t/a Chubb Home Security ABN 47 000 067 541. Registered office: 1A, 21 – 23 South Street, Rydalmere, New South Wales 2116, Australia. Tel: 1300 124 822 www.chubbhomesecurity.com.au. Chubb includes its employees, contractors, agents and authorised representatives acting in the course of their work employment or authorised work.

Chubb App

A software application downloaded on the Customer's compatible mobile device to use and control the Interactive Services.

Commissioning / Commissioned

The enabling of the Equipment or Pre-Existing Equipment to ensure that a System Event is transmitted from the Equipment or Pre-Existing Equipment to a receiver.

Commissioning Date

The date that the Equipment or Pre-Existing Equipment is Commissioned.

Consumer means, as defined in the Australian Consumer Law, any "consumer, in accordance with section 3 of the ACL

Contract means either a Consumer contract or "Small Business" contract", as applicable in the circumstances

Cooling Off Period

Where this CSA is subject to unsolicited consumer agreement legislation, a ten (10) business day cooling off period applies.

Customer

The person or persons or legal entity, either a Consumer or Small Business named in the Customer Service Agreement (CSA) Part A.

CSA

The Customer Service Agreement which comprises these standard terms and conditions, the Keywords, and all parts of the Customer Service Agreement.

Decommissioning / Decommissioned

The disabling of the Equipment or Pre-Existing Equipment required to ensure no further System Event is transmitted from the Equipment or Pre-Existing Equipment to a receiver.

Decommissioning Fee

The one-off fee payable by the Customer to enable Chubb to decommission the Equipment or Pre-Existing Equipment on the expiry or termination of the CSA.

Direct Debit Contract

The direct debit arrangement in the CSA (Part F).

Duress Alarm Service

Monitoring of System Events activated by the Customer pressing the duress button on the Equipment for medical duress and panic duress (including hold-up alarms).

Early Termination Fees

The Customer will be charged 100% of the balance of the Fees (for Equipment and Services) payable for the remaining Initial Term, or, if the Initial Term has expired, for the remaining period.

For example:

- (a) if the Customer was on a 24-month plan and terminates the CSA in month 11, the Fees for the remaining 13 months of the Initial Term are payable as a result of the termination;
- (b) if the Initial Term has expired and the Customer terminates at day 10 of a 1-month period, the Fees for the remaining 20 days are payable as a result of the termination (and will be retained by Chubb if the Customer pays the Fees monthly in advance).

Emergency Services

The providers of emergency services, including without limitation, ambulance, fire brigade, and/or police.

Equipment

The items and products listed in the CSA (Part C) which the Customer purchased for installation by Chubb at the Site. Pre-Existing Equipment means equipment previously supplied and installed at the Site before the commencement of the CSA.

Equipment Fees

The fees for the purchase of the Equipment and for Equipment Installation, if elected by the Customer, as set out in the CSA (Part C).

Equipment Installation

The installation and Commissioning of the Equipment at the Site.

Fees

The fees for the Security Services, including any adjusted amount in accordance with this Agreement, which comprise:

- Monitoring Fees
- Equipment Fees, if applicable
- Alarm Response Fees, if applicable
- Guard Service Fees, if applicable; and
- Fees applicable for any other Security Service, Additional Service or as otherwise provided in the CSA.

Force Majeure means an event beyond the control of Chubb, including but not limited to strikes, industrial disputes, fire, flood, acts of God, war, insurrection, vandalism, sabotage, riot, national emergency, epidemic, pandemic, piracy, hijack, terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, changes in Legislative Requirements.

GPS Location Monitoring

Monitoring of the Customer's location using the GPS (Global Positioning System), a radio based navigation system that allows users with an unobstructed view of multiple satellites to determine their location anywhere in the world.

GST

Any tax in the nature of a tax on or on the supply of goods, real property, services, or other things (or similar tax) levied, imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia, which may operate at any time during the validity of this CSA, other than any interest, fine, penalty, fee or other payment imposed on or in respect of such tax.

Guard Service

The attendance of a security officer to guard the Site until such time as the Customer's Nominated Contact (NC) makes other arrangements. This is an ad-hoc service provided to the Customer if instructed to do so by the NC or as part of the Monitoring Instructions. This service is additional to the Alarm Response Service and attracts separate and additional Guard Service Fees.

Guard Service Fees

The fees charged by the Guard Service provider for the Guard Service and payable by the Customer. The Guard Service provider will be either Chubb's preferred provider for Guard Services, or the provider otherwise designated by the Customer in the Monitoring Instructions or by the NC, as applicable.

Home Network

A home network is a type of local area network with the purpose to facilitate communication among digital devices present inside or within the close vicinity of a home.

Initial Term

The period of one (1), twelve (12), twenty-four (24) or thirty-six (36) month(s) from the Agreement Date (as elected by the Customer in the CSA).

Interactive Services

A service where the Customer can remotely control and view their compatible Chubb Equipment using a compatible device connected to the internet. With this service, video images from the Chubb Equipment will only be visible by the Customer; they will not be visible nor actioned by the Chubb monitoring centre.

IP Monitoring

Means the signal transmission medium is via the Customer's internet connection.

IP Monitoring Interface

The device that enables the Customer's security system to transmit via the Customer's internet connection for purposes of IP Monitoring.

Legislative Requirements means relevant:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State or Territory;
- (b) codes, standards, certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Works, including but not limited to the requirements of any Authority, and the requirements of any approvals; and
- (c) Australian Standards and, where relevant, the Building Code of Australia.

Monitoring

The service of monitoring and actioning System Events received from the Equipment and/or the Pre-Existing Equipment as soon as practicable in accordance with the Monitoring Instructions and Australian Standard AS2201.2.

Monitoring Fees

The fees for Monitoring payable by the Customer to Chubb in accordance with this CSA.

Monitoring Instructions

Detailed written instructions from the Customer regarding its requirements for the provision and timing of the Security Services. The initial Monitoring Instructions must be set out in the CSA (Part E) and are the procedures to be followed by Chubb in the event of a System Event. The Customer may alter or update its Monitoring Instructions at any time during the Term of the CSA by notifying Chubb by phone, e-mail, facsimile or letter. The updated Monitoring Instructions will then become effective and supersede the initial or previous Monitoring Instructions upon twenty-four (24) hours of receipt by Chubb.

NBN

Means the National Broadband Network, the fibre network being designed, constructed, implemented and/or operated by or on behalf of NBN Co Limited (ABN 86 136 533 741) and its related body corporates, officers, employees, agents and contractors, and includes any other network, systems, equipment and facilities used by NBN Co Limited in connection with the supply of its services.

Nominated Contact (NC)

The person or persons the Customer nominates as its authorised representative(s) for the purposes of the Monitoring Instructions, and who Chubb may contact in respect to its provision of the Security Services. The Customer warrants and represents to Chubb that the NC has been granted full authority by the Customer to act for and on behalf of the Customer as the Customer's agent. Instructions given by the NC will be deemed to be instructions given by the Customer and will bind the Customer accordingly. It is the Customer's sole responsibility to ensure that the NC is duly authorised, able and willing to act as the Customer's agent under the CSA and that the NC details are up to date at all times during the Term of the CSA.

Payment Plan

A payment plan is the breakdown of the costs of equipment and monitoring into equal monthly instalments over a fixed period as determined by the Customer. Multiple term options are available to Customers including 1, 12, 24 and 36 month terms.

Preventative Maintenance

Inspection and operational testing of the Equipment and/or Pre-Existing Equipment up to the number of times specified in the CSA (Part C) in any twelve (12) or twenty-four (24) month period to ascertain whether the Equipment and/or Pre-Existing Equipment is in proper working order.

Related Body Corporate

Has the meaning assigned to this term in s50 of the *Corporations Act 2001* (Cth).

Security Services

Means one or more of the following:

- Alarm Response;
- Decommissioning;
- Dialler Monitoring;
- Duress Alarm Service;
- Equipment supply
- Equipment Installation (including Commissioning)
- GPS Location Monitoring;
- Guard Service;
- Interactive Services;
- IP Monitoring;
- Preventative Maintenance;
- Smoke Alarm Services; and/or
- Wireless Alarm Monitoring,

as selected by the Customer in the CSA and/or Additional Service:

Site

The location specified in the CSA (Part B) as the installation site or premises to be monitored.

Small Business means a business employing up to 100 persons or generating turnover less than \$10 million a year

Smoke Alarm Services

Monitoring of System Events relating to smoke detection.

Standard Hours

- Monitoring: 24 hours a day, 7 days a week
- Additional Services, Commissioning, Decommissioning, Equipment Installation, Preventative Maintenance, Warranty Work: Monday to Friday excluding public holidays, from 08:30 to 18.00 in the State or Territory where the Site is located, subject to alteration by Chubb from time to time at its discretion.

System Event

The indication of an alarm event received by Chubb from the Equipment or Pre-Existing Equipment at the Site. This includes, without limitation, intruder alerts, and fault and reporting signals (including fault signals, timer tests and low battery alerts).

Telecommunications Network

Means the signal transmission medium nominated by the Customer for the alarm system connected at the Site.

Term

The Initial Term together with any renewal period under clause 1.

Warranty Period

Twelve (12) months commencing on the Commissioning Date. The Warranty Period does not apply to Pre-Existing Equipment.

Warranty Work

The work required to be done to repair an inherent defect affecting the functionality of the Equipment but excludes (i) any work required to be done to repair the Equipment which is caused by the Customer's neglect, abuse or incorrect use or caused by circumstances beyond Chubb's control or the control of the manufacturer of the Equipment, including without limitation vandalism, fire, water damage, power surge or other event described in clause 15 and (ii) any work required in relation to Pre-Existing Equipment.

Wireless Alarm Monitoring

Monitoring which utilises a cellular mobile telecommunication network such as GPRS, 2G, 3G, 4G or GSM for communications between the monitored Site and the monitoring centre.