



CUSTOMER SERVICE AGREEMENT – CHUBB ELECTRONIC SECURITY

Standard Terms and Conditions

1. TERM

- 1.1 This Customer Service Agreement (CSA) commences on the Agreement Date and, where the Customer has opted for one or more Security Services as part of this CSA, continues for the Initial Term. Upon expiry of the Initial Term, this CSA will automatically renew for successive three months periods until such time as either party terminates this CSA in accordance with clause 13.

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. 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. 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 (or the end user if the Customer is not the end user) 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, network disruptions, 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 Electronic 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: 13 15 98. Website: <https://www.chubbfiresecurity.com/en/au>.

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

- 3.6 **Equipment returns.** Subject to the provisions of this clause and 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), or where the Equipment was specifically procured or designed, in whole or in part, for the Customer.

Chubb may accept Equipment returns for refund, repair or credit if the Equipment is defective, if Chubb has incorrectly supplied the Equipment or if the Equipment has been damaged in transit by Chubb's carrier. The Customer may not return any Equipment without obtaining prior written authorisation and instructions from Chubb. Except for defective Equipment, Equipment incorrectly supplied or damaged in transit by Chubb's carrier, any other Equipment that Chubb has authorised to be returned shall be subject to a restocking fee payable by the Customer calculated as 15% of the price of the Equipment or \$20.00 (whichever is greater) and in such event, all freight charges for the Equipment returned for credit shall be prepaid by the Customer unless otherwise approved by Chubb in writing.

- 3.7 **Provision of Security Services.** Chubb will provide the Security Services to the Customer for the Term. Preventative Maintenance and Event Reports 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 and as amended from time to time in accordance with clause 11.9 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 notice, Chubb will have no liability to the Customer for any 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 clause 16, 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 or network 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 by 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 Chubb is able 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 customers of Chubb and the Customer agrees and acknowledges that exceptionally busy periods and/or unforeseen circumstances may occasionally prevent 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 to not 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, 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(d) 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 Video Monitoring

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

- (a) The Customer acknowledges and agrees that the quality of video images and video clips transmitted over the Telecommunication Network may not be clear or devoid of ambiguity and may not be interpreted or analysed correctly. While Chubb has highly trained operators and will use reasonable endeavours to interpret video images in order to determine the most appropriate course of action in accordance with the Customer's instructions, this interpretation cannot be and is not guaranteed to be free of errors.
- (b) The Customer acknowledges that the provision of the Video Monitoring service by Chubb may be interrupted and not available at certain times due to errors or malfunctions in the Telecommunication Network.
- (c) The Customer acknowledges that video images and video clips viewed by our operators in some cases may not be clear or sufficient to correctly, adequately, fully or accurately verify the nature of site generated alarms. In such event, Chubb will implement its standard procedures for normal (non-video) alarm response.
- (d) The Customer hereby acknowledges and agrees that Chubb shall in no event be liable for:
 - (1) 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, error or malfunction in the Telecommunication Network in the course of Chubb providing the Video Monitoring; or
 - (2) 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 Chubb's errors in the interpretation of video images.

5.7 Provisions applicable to Mobile Device Duress Alarm Services

A. Definitions

Alert	means the security alert which is transmitted from the Application to the Security Services
Application	means the application downloaded by the End User to send an Alert
Device	means any compatible mobile device using authorised iOS or Android operating systems upon which an End User downloads and installs the Application. It excludes any items that connect to the End User's device.
End User	means the relevant persons nominated by the Customer to use the Application

B. If Mobile Device Duress Alarm Services are selected by the Customer, the Customer:

- (a) acknowledges and agrees that a duress System Event will not result in automatic notification to Emergency Services or their attendance at the Site;
- (b) acknowledges the Security Services rely on Google Maps to indicate the location of an End User and the Customer and End User agree to be bound by Google's terms of use as updated from time to time;
- (c) agrees and accepts the terms of the end user licence agreement for the Application;
- (d) acknowledges and agrees that it is the End User's responsibility to:
 - i) ensure the Device is compatible with the Application and is in good working order;
 - ii) configure the Device to work with the Application including without limitation, having location services turned on to enable all networks to locate the End User's position in the event that the End User sends an Alert;
 - iii) organise necessary related services from the End User's telecommunications carrier including without limitation paying for any charges related to the use of the Device even if those charges arise as a result of using the Application;
 - iv) install all updates of the Application to ensure the End User is using the current version. Chubb will not be liable for failures in the Application as a result of failure to install updates;
 - v) ensure that following an Alert being raised the End User does not use the End User's Device (including making or receiving any non-emergency services calls, or using any other applications on the Device) until the End User has received a voice communication to the Device from the monitoring centre. Any use of the End User's Device may prevent the monitoring centre making voice communication with the End User and may lead to an escalated response; and
 - vi) in the case of a genuine Alert, if the End User does not receive a voice communication to the Device within 3 minutes, the End User must assume that the monitoring centre has not received notice of the Alert and the End User should contact emergency services to respond.
- (e) understands and agrees that the receipt of the Alert by the Security Service and the monitoring centre and subsequent monitoring centre service response time may be impacted by network coverage, software issues, hardware issues, communication and any number of other technical issues. Chubb will not be responsible for any failure of the Application to send an Alert to the Security Service or the monitoring centre and will not be liable for any loss suffered by the Customer or End User as a result.
- (f) understands and agrees that the Application is intended to provide an Alert to the monitoring centre for a response the End User's personal safety or the personal safety of another. It is expected that the End User will use the Application when the End User's safety is threatened, or the End User requires first aid or security assistance, or the End User is seeking assistance for another person. The Application and Security Service cannot be relied upon to provide a lifesaving emergency response. In the event of an emergency, the End User should call the local emergency services number immediately.
- (g) understands and agrees that where an Alert has been triggered:
 - i) when the monitoring centre receives an Alert from the Application via the End User's Device, the monitoring centre will attempt to send a voice communication to the Device where the Application is running and otherwise respond in accordance with the instructions provided by the Customer detailing the required response, in alignment with the Australian Standard AS2201.2;
 - ii) if the monitoring centre is unable to respond to an Alert within such period as the monitoring centre considers appropriate in the circumstances, the monitoring centre will take such action as it considers reasonably necessary to respond to the Alert;
 - iii) when and if necessary, the monitoring centre will provide the last known location of the Application and Device and vicinity to the emergency services and any emergency contacts; and
 - iv) in a case of an Alert two-way voice communication with the End User's Device will be used as the primary source of information by the monitoring centre to guide the Alert response and accordingly the End User must ensure the End User's Device is available for and able to receive two-way voice communication.
- (h) agrees that upon the expiration or termination of this Agreement for any reason:
 - i) The Customer and End Users must cease using the Application and monitoring centre services; and
 - ii) The Customer and End Users must promptly destroy or erase (as applicable), all materials containing the Application in the Customer's or End User's possession, custody or power, and provide Chubb with evidence of compliance with this clause if requested; and
 - iii) Customer and End User access will be blocked and the Customer and End Users will not be able to access the Application or monitoring centre services.

5.8 Provisions applicable to GPS Location Monitoring Services

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

- (i) 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.
- (j) The Customer acknowledges that the provision of GPS Location Monitoring by Chubb may be interrupted and may not be error free.

- (k) 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.

5.9 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 requires the installation and/or activation of compatible Chubb Equipment and:
 - (1) to access the Interactive Services via the web portal, a compatible computer, smart phone or tablet with internet and e-mail access; and/or
 - (2) to access the Interactive Services via the Chubb App, a compatible 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 local 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.

5.10 Provisions applicable to Duress Alarm Services

If Duress Alarms (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.

6. WARRANTY – CONSUMER ONLY

6.1 This clause 6 only applies 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.

Chubb's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the services, the Customer is entitled:

- (a) to cancel the agreement with Chubb; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

6.3 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 services.

6.4 Where a failure occurs under clause 6.2 or 6.3, the Customer is entitled to submit a warranty claim by notifying Chubb (verbally or in writing) as soon as possible. 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. Where Chubb repairs 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. Refurbished parts may be used to repair the goods; and
- (b) if the Equipment is capable of retaining user-generated data, the repair of the Equipment may result in the loss of the data.

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.

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 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 RIGHTS AND CONFIDENTIALITY

8.1 In this clause:

- (a) "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; and
- (b) "Confidential Information" means information, knowledge, technical or non-technical data, formulas, patterns, compilations, prototypes, models, sample products, equipment, patent applications, concepts, ideas, Intellectual Property Rights, programmes, devices, methods, techniques, drawings, functional specifications, processes, financial data, financial plans, product or service plans or lists of actual or potential customers or suppliers disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") orally, visually, in writing or other tangible forms, including any information obtained from a site visit to an engineering center and/or factory or any information obtained from or derived from the Confidential Information, as well as the terms of this CSA and the existence of the CSA.

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 accordance with the CSA. The Customer must not in any way modify, adapt or reverse-engineer the Equipment and/or the Security Services.

8.3 All intellectual property rights in materials (including, without limitation, any specifications) supplied by the Customer at the commencement of this CSA remain the property of the Customer. The Customer grants Chubb a perpetual, irrevocable, royalty free, non-exclusive licence to use, reproduce and modify the Customer's materials for any purpose related to this CSA.

8.4 If the Customer requests Chubb to use the Customer's materials for purposes of performing Chubb's obligations under the CSA, the Customer agrees to indemnify Chubb and keep Chubb indemnified against any liability, cost, expense, loss or damage that Chubb may incur in connection with any and all claims, demands, actions or proceedings in relation to:

- (a) any actual or alleged breach of any obligation (including confidentiality obligations) owed to any person; or
- (b) any actual or alleged infringement of the intellectual property rights of any person.

8.5 Except as provided by clauses 8.2 and 8.3, the Receiving Party shall at all times during the Term of this CSA and after its termination:

- (a) use its best endeavours to keep all Confidential Information confidential and accordingly not to disclose any Confidential Information to any other person; and
- (b) not use any Confidential Information for any purpose other than the performance of the obligations under this CSA.

8.6 Confidential Information may be disclosed by the Receiving Party to:

- (a) any customers or prospective customers;
 - (b) any governmental or other authority or regulatory body; or
 - (c) any directors, officers, employees, agents, contractors or advisers of the Receiving Party,
- to such extent only on a need-to-know basis as is necessary for the purposes contemplated by this CSA, or as is required by law and subject in each case to the Receiving Party using its best endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

8.7 Confidential Information may be used by the Receiving Party for any purpose, or disclosed by the Receiving Party to any other person, to the extent only that:

- (a) it is at the date hereof, or hereafter becomes, public knowledge through no fault of the Receiving Party (provided that in doing so the Receiving Party shall not disclose any Confidential Information which is not public knowledge); or
- (b) it can be shown by the Receiving Party, to the reasonable satisfaction of the Disclosing Party, to have been known to it prior to its being disclosed by the Disclosing Party to the Receiving Party.

8.8 Neither party shall advertise, make any public announcement or make any representation to any media representative about:

- (a) this CSA;
- (b) the performance of this CSA by any party;
- (c) any matter related to this CSA; or
- (d) any other party (including the manufacturer of the Equipment, if applicable, and any Related Body Corporate of a party), without the prior written consent of the other party.

9. CREDIT INFORMATION

9.1 Chubb may obtain information about the Customer's creditworthiness on terms which attract the operation of the *Privacy Act 1988* (Cth). By entering into this CSA, the Customer specifically agrees and acknowledges that:

- (a) to the extent permitted by law, Chubb may give to and seek personal information from a credit reporting agency about the Customer and the Customer's credit arrangements including without limitation:
 - (1) information contained in this CSA or in any credit application made with Chubb in relation to this CSA;
 - (2) the Customer's name, sex, date of birth, current address and last two addresses, current or last known employer and driver's license number;
 - (3) the amount of credit the Customer has applied for;
 - (4) payments which may become more than sixty (60) days overdue;
 - (5) advice that payments are no longer overdue;
 - (6) a serious credit infringement which Chubb believes the Customer has committed;
 - (7) the discharge of the Customer's credit facility or this CSA;
 - (8) that the Customer has drawn cheques for \$100.00 or more which have been dishonoured more than once; and
 - (9) that court judgments and/or bankruptcy orders have been made against the Customer.
- (b) Chubb may obtain from a credit reporting agency a credit report containing personal credit information about the Customer, and a credit report containing information about the Customer's commercial credit worthiness;

- (c) Chubb may give to and obtain from any credit provider(s) that may be named in a credit report held by a credit reporting agency, information about the Customer's personal or commercial credit arrangements including information about the Customer's:
 - (1) creditworthiness;
 - (2) credit standing;
 - (3) credit history; or
 - (4) credit capacity.
- (d) to the extent permitted by law, Chubb may use any credit report obtained by Chubb for the following purposes:
 - (1) to assess the Customer's credit application;
 - (2) to collect payments that are overdue;
 - (3) to notify a credit provider if the Customer breaches this CSA;
 - (4) to exchange personal information with other credit providers as to the status of the Customer's account where the Customer is in breach of a contract with a credit provider;
 - (5) to assess the Customer's creditworthiness;
 - (6) to allow a credit reporting agency to create a file about the Customer;
 - (7) to administer the Customer's account;
 - (8) any other purpose permitted or required by law.

- 9.2 The Customer authorises Chubb to exchange personal information with:
 - (a) any person or organisation named by the Customer in the credit application, CSA or provided from time to time; and
 - (b) any Related Body Corporate and any third party (such as subcontractors) which service the Customer's account and/or this CSA.
- 9.3 The Customer's consent and acknowledgment in this clause 9 will remain in force until the full amount owing to Chubb under this CSA is paid.
- 9.4 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 Chubb is committed to protecting the Customer's personal information and safeguarding his/her privacy in accordance with applicable laws. Chubb will take reasonable steps to protect personal information from misuse, interference, loss and from unauthorised access, modification or disclosure. When the Customer's personal information is no longer needed, and when Chubb has ceased to be legally obliged to retain the information, Chubb will take reasonable steps to ensure that the information is destroyed or de-identified.
- 10.2 Chubb collects the Customer's personal information such as the Customer's name, address (including e-mail address), telephone number(s), and if required the names, addresses (including e-mail addresses) and telephone number(s) of the Customer's Nominated Contacts for the purpose of providing the Customer with the Security Services and administering the CSA.
- 10.3 Chubb may collect personal information about the Customer from other sources, such as a credit reporting agency or financial institution to ascertain the Customer's creditworthiness in accordance with clause 9.
- 10.4 If the Customer does not provide Chubb with the 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. 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.
- 10.5 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 of 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.
- 10.6 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.
- 10.7 The Customer may access, correct or update his or her personal information held by Chubb at any time upon request.
- 10.8 Chubb's privacy notice contains information about how an individual may complain about a breach of the APPs and an applicable APP Code, and how Chubb will deal with the complaint. To obtain a current copy of Chubb's privacy notice, access or update the personal information Chubb holds regarding the Customer or to advise that the Customer no longer wishes to receive further marketing information, contact: Chubb Privacy Officer, Locked Bag 2007, North Ryde BC NSW 1670 or Privacy.Officer@chubb.com.au

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 Chubb will invoice the Customer for the Fees specified in this CSA as amended from time to time in accordance with clause 11.9, and in accordance with any specific pricing and payment terms in Parts C, D, and / or F herein.
- 11.3 The Customer agrees to pay Chubb the amount specified in the invoice within thirty (30) days of the date of invoice without set-off, deduction or discount of any kind.
Where Optional Equipment Installation has been elected:
 - (a) the Customer agrees to pay to Chubb a non-refundable deposit of twenty percent (20%) of the total Fees payable under this CSA within fourteen (14) days of the date of this CSA, or if installation works are to commence prior to fourteen (14) days elapsing, then upon commencement of the works; and
 - (b) each progress payment invoice is due and payable within seven (7) days of the date of invoice.
- 11.4 Should the Customer fail to 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 either:
 - (a) the rate published by the Commonwealth Bank of Australia for overdrafts under \$100,000, interest to be calculated on a daily basis; or
 - (b) two percent (2%) above the 30 day bank bill rate specified by Westpac Banking Corporation at the relevant time,

whichever is higher.

Interest accrues daily from (and including) the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days.

Chubb shall have the right (but not the obligation) to issue a notice of default requesting the Customer to pay the amount of any outstanding Fees within the time specified in the notice. In any event, 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 full indemnity basis.

- 11.5 The Customer acknowledges that Chubb may issue progress payment invoices for materials or goods purchased, and/or labour expended on work in progress, and place into bond materials which cannot be accepted for delivery on Site and invoice the full value thereof.
- 11.6 Where any supply of products or services under this CSA is or becomes subject to GST, an amount equal to GST paid or payable for that supply will be added to the amount exclusive of GST paid or payable for that supply under this CSA.
- 11.7 Payment of the Fees by the Customer is a fundamental term of this CSA and to the full extent permitted by law, Chubb will have no liability to the Customer for acts or omissions or for work required to be undertaken by Chubb if the circumstance or event which would otherwise give rise to liability occurs at a time when the Customer is in breach of payment obligations to Chubb hereunder.
- 11.8 Any variation to this CSA and any Additional Services required hereunder will be priced in accordance with Chubb's standard price lists. Unless otherwise specified by Chubb, all Fees and prices:
- (a) include an amount for any design, management, overheads and profit; and
 - (b) exclude all ancillary work such as patching, painting, carpet lifting or refitting, building work or decoration; should Chubb agree to carry out such work at the request of the Customer, then Chubb shall not be liable for any damage arising therefrom.
- If Chubb is required to pay any additional site allowances, other than a State or Federal award or amounts in excess of any current workplace agreement applicable to the type of work being performed, these costs will be added to the Fees.
- 11.9 The Fees may be adjusted annually to take into account any changes in the national consumer price index. In addition, Chubb may adjust the Fees on an annual basis in respect of an increase/fall in the cost of any annual services and increased/decreased costs. For the avoidance of doubt, the Fee adjustments under this clause may be made by Chubb at any time including during the Initial Term.
- 11.10 Chubb may set off any amounts that Chubb reasonably considers are due to Chubb from the Customer against any amounts payable by Chubb to the Customer under this CSA.

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 and subject to 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 or where the Equipment or the Security Services fails to meet a consumer guarantee (where applicable), Chubb's liability to the Customer shall be limited to:
- (a) re-supplying the Equipment or Security Services; or
 - (b) refunding to the Customer the Fees paid for Security Services not performed or performed incorrectly; or
 - (c) paying to have the Security Services supplied again or for the replacement, repair or refund 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 Notwithstanding anything else in this CSA and to the full extent permitted by law, Chubb will not be liable to the Customer for:
- (a) any indirect, incidental or special or economic loss, cost, liability, damage or expense howsoever arising; or
 - (b) any loss of profit, loss of use, loss of income, loss of rental or other benefit, loss of production, loss of contract, loss of actual or potential business opportunity or loss of reputation.
- 12.6 The Customer acknowledges and agrees that it is reasonable for Chubb to limit its liability under this CSA and that the Fees charged by Chubb are based solely on the value of the Security Services and/or Equipment supplied.

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 ninety (90) 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) in case of an Event and without Early Termination Fees, in accordance with clause 15;
 - (4) at any time during the Initial Term, and without Early Termination Fees, by giving Chubb one (1) month's prior written notice, if the Customer does not agree with a Fee adjustment effected pursuant to clause 11.9; or
 - (5) 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) in case of an Event and 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 fourteen (14) 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 fourteen (14) 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 fourteen (14) 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.

14. DISPUTE RESOLUTION

- 14.1 The parties agree that they will initially use all reasonable endeavours to resolve any dispute arising under this CSA amicably and in good faith within ten (10) working days of a party being advised by written notice of such a dispute by the other party. If the parties are unable to resolve the dispute within that time frame, and if the Customer is a company or other body corporate, they must refer the dispute to an executive officer from each party to resolve. The parties will again use all reasonable endeavours to resolve the dispute within a further ten (10) working days or such other reasonable period agreed between the parties.

- 14.2 If the dispute is not resolved in accordance with clause 14.1 above, the parties may agree to refer the matter to mediation or some other form of alternative dispute resolution. If the parties cannot agree on a method of alternative dispute resolution, either party may commence legal proceedings.

15. FORCE MAJEURE

- 15.1 Chubb will not be in breach of this CSA or liable in any way to the Customer if Chubb fails to perform or delays in performance of an obligation as a result of an Event. If an 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.

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:

- (a) if the Customer decides to use the NBN to enable the connection of the Equipment of Pre-Existing Equipment; or
- (b) 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:

- (a) 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
- (b) 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. GENERAL PROVISIONS

- 17.1 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.

- 17.2 The Customer must not assign or novate its interests in this CSA without Chubb's prior written consent, which may not be unreasonably withheld or delayed. 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.

- 17.3 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.

- 17.4 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.

- 17.5 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.

- 17.6 The CSA is entered into subject to satisfactory credit approval of the Customer by Chubb.

- 17.7 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.

- 17.8 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.

- 17.9 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.
- 17.10 If there is an inconsistency between the documents forming the CSA, specific requirements will prevail over general requirements.

18. EXPORT CONTROL COMPLIANCE

- 18.1 Chubb is committed as a matter of company policy to strict compliance with the applicable laws and regulations of the countries in which Chubb conducts business, including, but not limited to, the United States of America's export control and trade sanction laws and regulations (such as the Export Control Regulations, Export Administrative Regulations and the International Traffic in Arms Regulations) and the Customer understands and agrees that:
- (a) the Equipment, Security Services and/or technical information sold or otherwise provided to the Customer under this CSA (regardless of quantity or value) may be subject to export and other foreign trade controls restricting the sale, re-export and/or transfer of such equipment, services or technical information to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States of America and other jurisdictions;
 - (b) notwithstanding any other provision of this CSA to the contrary, the Customer will not sell, re-export or transfer any Equipment, Security Services or technical information supplied under this CSA except in full compliance with all applicable governmental requirements, including, but not limited to, applicable economic sanctions and constraints administered by the United States of America's Treasury Department and applicable export control measures administered by the United States of America's Department of Commerce and Department of State, the US Nuclear Regulatory Commission, the Office of Foreign Assets Controls or any other government agencies;
 - (c) the obligation of Chubb to supply products, services or technical information under this CSA is subject to the ability of Chubb to supply such items consistent with the laws and regulations of the United States of America and other governments and Chubb is entitled to refuse to provide any equipment, services or information under this CSA if Chubb, in its sole discretion, determines that the provision of such equipment, services or information would violate any applicable law or regulation of the United States, or any other legal entity; and
 - (d) any violation by the Customer of the applicable laws or regulations of the United States of America or any other government shall be deemed a material breach of this CSA and sufficient basis for Chubb to suspend the provision of the Equipment or the Security Services or any part thereof, or to terminate this CSA.



CHUBB ELECTRONIC SECURITY CSA KEYWORDS

Additional Services

Any services required to be performed at the Customer's request to repair or replace the Equipment or Pre-Existing Equipment due to the neglect, abuse or incorrect use of the Equipment or Pre-Existing Equipment, or outside of applicable Warranty Periods, or because of the occurrence of an Event or of any other circumstances outside the control of Chubb or the manufacturer of the Equipment.

Agreement Date

The date on which the CSA commences. 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 Hours

Those hours during which the Alarm Response Service Provider provides Alarm Response Services in the area where the Site is located, which may be confirmed by contacting Chubb.

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. Minimum response times are set out in Australian Standard AS4421-1996. The availability of this service cannot be 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.

APPs

The Australian Privacy Principles contained in Schedule 1 to the *Privacy Act 1988* (Cth).

Carrier

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

Chubb

Chubb Fire & Security Pty Ltd t/a Chubb Electronic Security ACN 000 067 541, Registered office: 1A, 21 – 23 South Street, Rydalmere, New South Wales 2116 Tel: 13 15 98 <https://www.chubbfiresecurity.com/en/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 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.

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 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.

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

- For supply of Equipment, Equipment Installation, Commissioning: Chubb will retain 20% of the Fees as Early Termination Fees, in accordance with clause 11.3(a), to cover the cost incurred by Chubb as a result of early termination by the Customer.
- For all other Security Services: the Customer will be charged 100% of the balance of the Fees payable for the remaining Initial Term, or, if the Initial Term has expired, for the remaining 90-day 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 30 of the 3-month period, the Fees for the remaining 60 days are payable as a result of the termination (and will be retained by Chubb if the Customer pays the Fees quarterly 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 installed at the Site by others before the commencement of the CSA.

Equipment Fees

The fees for the purchase of the Equipment and for Optional 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.

Event

Means:

- (a) earthquake, volcanic eruption, act of God, fire (including bushfire), flood, lightning strike, cyclone, hurricane, storm, tidal wave, inclement weather;
- (b) strike, lock-out, ban, limitation of work or other industrial disturbance;
- (c) riot, war (including civil war), insurrection, vandalism, sabotage, national emergency (whether in fact or law), piracy, hijack, act of terrorism including the use or threatened use of violence or act putting the public in fear;
- (d) embargo, blockade, government acts, regulations or requests, delay or interruption in transportation, inability to obtain resources, failure or interruption of utilities (including electricity and water), network failure, telecommunications breakdown, default by suppliers and subcontractors;
- (e) temporary closure of roads, traffic conditions, motor vehicle breakdowns or accident; and / or
- (f) any other events beyond the reasonable control of the affected party, which prevent or hinder the affected party from carrying out its obligations under this CSA and being not due to its fault or negligence.

Event Report

A written report or account of any System Events that are communicated by the Customer's alarm system to Chubb's monitoring centre.

Fees

The fees for the Security Services 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, as amended from time to time in accordance with clause 11.9.

GPS Location Monitoring

GPS or Global Positioning System is 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.

Guard Service Provider

Means Chubb's preferred provider to undertake the Guard Service or otherwise designated by the Customer in the Monitoring Instructions or the NC, as applicable.

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 and video clips 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.

Mobile Device Duress Alarm Service

Monitoring of System Events activated by the Customer or End User (as defined in clause 5.7) pressing the duress button on the Device (as defined in clause 5.7) for panic duress (including hold-up alarms).

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 of 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, contractors, sub-contractors and consultants, 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. Unless otherwise specified by the Customer in writing, 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, and that instructions given by the NC will be deemed to be instructions given by the Customer and will bind the Customer accordingly. The Customer acknowledges and agrees that 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.

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)
 - Event Reports;
 - GPS Location Monitoring;
 - Guard Service;
 - Interactive Services;
 - IP Monitoring;
 - Mobile Device Duress Alarm Service;
 - Preventative Maintenance;
 - Smoke Alarm Services;
 - Video Monitoring 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.

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 hours to 18:00 hours, at the Site location, 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, Equipment, Pre-Existing Equipment and any other equipment or device.

Term

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

Video Monitoring

The service of monitoring and actioning System Events by Chubb, that include video images and video clips viewed by the Chubb monitoring centre operators from the Equipment and/or the Pre-Existing Equipment on a customer's site in accordance with the Monitoring Instructions. For the avoidance of doubt, with this service the video images and video clips will not be viewed or visible by the Customer but only by the Chubb monitoring centre operators.

Warranty Period

The period of twelve (12) months commencing on the Commissioning Date. The Warranty Period does not apply to Pre-Existing Equipment. Where the Customer is a "consumer" for purposes of Schedule 2 of the *Competition and Consumer Act 2010* (Cth), the Warranty Period is in addition to the requirements of the consumer guarantees.

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 vandalism, fire, water damage, power surge or other Event 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.