

Updated: November 1, 2023

General terms of service Egardia

Article 1 - Definitions

To avoid misunderstandings, the following definitions apply in these conditions:

1. **Alarm message:** a notification generated by the alarm system saying that in your house movement has been detected, contact with a window or door has been broken, smoke has been detected, breaking glass of a window or door has been detected or a leak is detected.
2. **Alarm system:** the combination of a gateway with a key fob, key pad, motion detectors, door/window sensor and accompanying accessories offered by us to be used in combination with the security service.
3. **Camera :** an optional addition to the alarm system which includes an IP camera.
4. **Contact person:** a person whose telephone number or email address you entered on the website with the aim to enable this person to receive alarm messages.
5. **Agreement:** the contract which we concluded with you regarding the supply of the security services.
6. **Security service:** our service that enables you to receive alarm messages by email, telephone or text message as described on www.egardia.com at the time of the registration.
7. **Installation manual:** the manual for installing the alarm system which has been included in the packaging and on the website (in digital form).
8. **You or your:** the natural person who is not acting in the exercise of a profession or business and with whom we have concluded a contract for the supply of the security service.
9. **Website:** www.egardia.com
10. **We or us:** Egardia B.V.

Article 2 - Applicability

1. These conditions apply to all our offers to supply the security service and all (legal) acts between us and you, even if those (legal) acts do not lead to or are not related to a contract and are also part of the contract we have concluded with you.
2. The offer made by us for the security service is only valid for the use of the security service if you intend to use the security service privately for your own house and actually carry out this intention (= use as consumer).

Article 3 - Conclusion of the agreement

1. The contract is concluded if all of the following steps have been followed:
 - a. You activate the alarm system according to the installation manual;
 - b. You complete and agree to the registration process on the website; and
 - c. We send you a confirmation email.
2. On the website, you must enter fully and accurately all required data that we must have at our disposal for the supply of the security service and to update these data, if necessary.

3. The right to withdraw is excluded in case of: after the service has been fully performed if the performance has begun with the consumer's prior express consent, and with the acknowledgement that he will lose his right of withdrawal once the contract has been fully performed.

Article 4 - Restrictions on use

1. You must always use the security service according to these conditions and the installation manual.
2. The following use of the security service is not allowed:
 - a. Generating and sending excessive amounts of alarm messages and nuisance alarm messages;
 - b. Use which constitutes a minor or serious offence;
 - c. Sending alarm messages directly to emergency services, such as the police, fire brigade and ambulance.
3. We are entitled to suspend the supply of the security service or to dissolve the contract with you due to an attributable failure if the security service is used in violation of this article.

Article 5 - Security of the website

1. You are responsible for the use of the access data of the website (such as the username and password) which you have chosen for your use of the security service. You must keep the access data confidential and you may only use these data according to instructions given by our customer service for the security service.
2. Your password for the website will be blocked after three attempts. You will then have to contact our customer service in order to have the password unblocked. For this, our customer service may ask you for a copy of your ID card.
3. If you have reason to believe that your access data are no longer confidential, you must immediately inform our customer service and follow the instructions given by our customer service.
4. If we reasonably suspect that the security of the website has been breached or will be breached, we may provide you with new access data or temporarily suspend your access to the website. If we have exercised this right, you will be informed of this by email.

Article 6 - Guarantee restrictions and limitation of liability

1. We do not guarantee that the security service is error-free or constantly available.
2. Prior to the supply of the security service, We do not carry out an inspection of your house or your household contents nor receive information about this from you. Therefore, we cannot determine whether and to what extent the security service offers an adequate security of your house and household contents. You yourself are responsible for an adequate security of your house and household contents. We are not liable for any damage suffered by you as a result of the absence thereof.
3. You yourself are responsible for adequately insuring your house and household contents against damage, theft or loss. You may not attach any significance to any statement from us that the use of the security service renders adequate insurance superfluous.
4. We do not have a security certificate nor any other certificate which is usually used to guarantee the quality of (the installation of) a burglar alarm product. Nor does the security service offer the quality of a professionally installed alarm system that automatically sends notifications to a certified alarm centre.
5. Unless this article expressly provides otherwise, we are not liable for any damage suffered by you within the framework of the contract.

6. We are not liable for any damage suffered by you, including damage resulting from the damage or destruction of your house or your household contents, which you suffered as a result of:
 - a. Not keeping the information you entered on the website up-to-date;
 - b. Not receiving alarm messages or receiving delayed alarm messages because the telecommunication infrastructure used for transmitting signals within the context of the security service is unavailable;
 - c. A faulty installation of the alarm system;
 - d. The non-functioning of the alarm system or the security service resulting from damage caused by burglary, leakage or fire in your house;
 - e. Using the security service in violation of the contract.
7. We are liable for any death or physical injury that can be attributed to us up to a maximum of € 200,000.00 per event.
8. If the damage suffered by you is a direct consequence of the wilful misconduct or gross negligence of our employees, no limitation of liability applies.
9. The above limitations of liability apply to the fullest extent permitted by law.

Article 7. (Payment of) Fees

1. For the delivery of the WoonVeilig services you pay an amount in Euros per month (incl. VAT) or an amount in Euros per year (incl. VAT). The fee you pay is determined on the basis of the applicable rate overview that is included on the website www.egardia.com at the time you enter into the agreement with us.
2. If you have opted for Monthly payment:

From time to time, we may offer a free trial period for paid subscriptions for a period of time (the "trial period"). For this free trial, we require you to provide your payment details to begin the trial. At the end of such trial period, we will automatically begin to charge the applicable paid subscription fee, beginning on the first day after the end of the trial period, and on a recurring monthly basis. If you do not want these charges, you must cancel or downgrade the applicable paid subscription through the Egardia cancellation or downgrade procedure. You can cancel or downgrade up to one day before the end of the trial period. Paid subscriptions cannot be terminated before the end of the period for which you have already paid, and unless explicitly provided for in these terms of service, Egardia will not refund any fees that you have already paid. The monthly period starts on the first of the month. At the beginning of the month, the amount for the current month is debited from your bank account. A one month notice period applies.
3. If you have opted for Annual Payment:

The annual period starts on the registration date. The annual subscription is automatically collected annually in advance. You will be notified in advance when the collection will take place. From time to time we may offer a discount for a paid annual subscription. If you accept this discount, you can cancel up to one month before the end of the relevant year. Paid subscriptions cannot be terminated before the end of the period for which you have already paid, and unless explicitly provided for in these terms of service, WoonVeilig will not refund any fees that you have already paid.
4. We can unilaterally adjust the monthly or annual fee for the Egardia services. If we increase the fee, we will inform you three months in advance by email. You then have the right to cancel the agreement as of the date on which the amended fee becomes effective for you. If you do not cancel the agreement, you accept the changed fee.
5. If we are unable to collect a monthly or annual fee from you, you will automatically be in default with the payment of your fee for WoonVeilig without us having to give you written notice of default. We will send you a reminder a maximum of 2 times. After this you will receive a reminder and demand and we will present the outstanding claim(s) to a collection agency. You

then owe us a fee for the reasonable collection costs incurred by us. We will then also claim your payment of the statutory interest on your debt to us.

6. You may have to pay an amount for the use of parts of Egardia per SMS message that you send as part of the service to activate the alarm. Your mobile phone provider may charge extra costs for sending an SMS message. Inquire about the SMS rates at your own mobile phone provider.
7. Egardia B.V. is entitled to suspend the delivery of services or to dissolve the agreement with Egardia if you fail to pay.
8. Monthly payment: You can pay for the security services by monthly direct debit (SEPA). By registering your alarm system, you agree to a monthly SEPA direct debit.

SEPA Identification Egardia B.V.:

Recipient: Egardia B.V.

Address: Kleine Landtong 19, 4201 HL Gorinchem, The Netherlands

Bank: ABN AMRO

IBAN : NL26ABNA0470628863

BIC: ABNANL2A

Creditor ID: NL47ZZZ51114003000

9. Annual payment of your subscription: Payments are facilitated via the payment platform of the payment service provider Buckaroo. You can choose from the following payment methods:
 - a) Credit card (Visa, MasterCard and American Express). Your credit card information is secured by a SSL process.
 - b) PayPal. You can securely pay for your subscription with your PayPal account.
 - c) SEPA: By registering your alarm system, you agree to an annual SEPA direct debit.

SEPA Identification Buckaroo B.V.

Recipient: Buckaroo B.V.

Address: Zonnebaan 9, 3542 EA, Utrecht, The Netherlands

Creditor SEPA ID: NL39ZZZ302317620000

Bank: Deutsche Bank

IBAN : NL28DEUT0265186439

BIC: DEUTNL2A

Bank: Rabobank

IBAN : NL05RABO0121503038

BIC: RABONL2U

Bank: ING Bank

IBAN : NL60INGB0653455348

BIC: INGBNL2A

Article 8 - Changes of these service terms

1. We reserve the right to unilaterally change these terms and conditions. Changes are always announced on the website.
2. When we make material changes to the Agreements, we will provide you with prominent notice as appropriate in the circumstances, e.g. by posting a prominent notice within the Service itself or by sending you an email. We will notify you of changes to these Terms of Service and the instructions for use at least 3 months in advance, unless it is not reasonably possible for us to comply with that period. If the quality or content of WoonVeilig is adversely affected for you as a result of the change, you can cancel the agreement in writing or by e-mail as of the effective date

of the change. If you do not cancel the agreement, you accept the amended terms of service or the instructions for use.

Article 9 - Security services

1. The security service enables you to receive alarm messages by email, telephone or text message. Additionally, the security service enables you to view your house through a camera and make recordings. The nature of the alarm messages you may receive depends on the equipment and accessories installed by you. The alarm system offers the possibility to generate alarm messages based on a message generated by the equipment that movement has been detected in your house, a window or door contact has been broken, a person is detected, smoke has been detected, carbon monoxide has been detected, a panic alarm is caused, noise has been detected or leakage has occurred.
2. In order to use the security service, you have to:
 - a. Meet the system requirements which are shown on the website;
 - b. Install the alarm system, camera and products according to the installation manual; and
 - c. Register for the security service in accordance with article 3 of these conditions.
3. We will make every effort to forward any alarm messages as referred to in article 9.1 to you or the contact person designated by you by text message, email or by telephone.
4. Cancellation is possible by logging in with your username and password in the online account. See: www.egardia.com/customer-service. Here you can change or cancel your subscription
5. We offer support in case of errors and user questions which arise when you use the security service. For this, you can visit the website or contact our customer service by email or telephone on working days from 9.00 a.m. to 5.00 p.m.

Article 10 - Your responsibility

1. You have to ensure that:
 - The alarm system and/or the camera is fully functional and is not modified in violation with the installation manual;
 - The broadband internet service connected with the alarm system and/or camera is working and that the settings of your modem, router or firewall have not been set so as to block communication between the gateway and us;
 - System messages with messages about availability of internet, availability of power, battery status detectors, accessibility detectors, upgrade software are followed up in connection with keeping the alarm system operational;
 - You have informed your contact person beforehand about their appointment as contact person and instructed them about the use of the security service.

Article 11 - Privacy & Data protection

1. The personal information of you and your contact person which we process within the context of the security service are processed by us in accordance with our privacy statement. You can always find the latest version of the privacy statement on www.egardia.com.
2. Additionally, as regards the security service, we will not use any data about alarm messages and the sending thereof to you or your contact person for any purpose other than for the supply of the security service or for the detection of any use of the security service that is contrary to these conditions.
3. Your password for the website will be blocked after six wrong attempts. You must then have the password unblocked at the helpdesk of Egardia. The helpdesk may request a copy of your ID for identification.

Article 12 - Complaints procedure

1. We have a complaints procedure in place. Please check www.egardia.com (customer service).
2. A reply to complaints submitted to us will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, we will reply within the period of 14 days, confirming receipt and indicating when you can expect a more elaborate reply.
3. If the complaint cannot be solved by mutual consultation, a dispute shall arise which we try to solve quickly and efficiently. If mutual consultation does not result in a solution, disputes will be brought before the competent court within the Netherlands, unless otherwise required by mandatory national or international law. The contract is governed by Dutch law.

Article 13 - Feedback

1. You can choose or Egardia can invite you to submit comments, suggestions or ideas about our products or services. This includes how we might improve these products or services. By submitting ideas, you agree that your submissions are voluntary, free of charge, without any restrictions and without any obligation to Egardia. Egardia may use, copy, modify, publish or redistribute your Submission and its contents for any purpose and in any manner without incurring any compensation to you. You also agree that Egardia does not waive any rights of similar or related ideas already known to Egardia, developed by its employees or obtained from other sources.

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