

SUBSCRIPTION AGREEMENT FOR THE PROVISION OF SAFETY AND SECURITY SERVICES THROUGH THE GUARDIAN APP

IMPORTANT: Before using the Guardian App on your smart-device, Android, and/or the related email, text, website or Guardian Command on a web-enabled device, such as a computer or tablet, please read these Terms of Use carefully. Guardian, Inc. and its affiliates, including its third-party monitoring company (ies), are collectively referred to as “Guardian” or “Company”.

This document provides the Terms of Use for the Guardian App and its related panic button. By using any piece of Guardian or the services in any way, you are agreeing to comply with these Terms of Use. In addition, when using the services, you agree to abide by any applicable federal, state and local laws, posted guidelines or notices which may change from time to time.

Guardian may modify these Terms of Use at any time by posting the amended terms. Should you object to any term or condition of these Terms of Use, any guidelines, or any subsequent modifications thereto or become dissatisfied with any of the services or Guardian functions in any way, your only recourse is to immediately discontinue use of Guardian. This agreement defines the terms and conditions that govern your use of Guardian’s products and services.

Basis of Agreement

This is a subscriber service between Tandu Alarms Systems Limited and
Of PO Box Town/City:..... And shall commence from:..... Upon successful payment of the subscription.

Services provided through this application involve third party organisations and services will not be provided unless subscriptions have been paid in full in advance to Tandu alarms Systems Limited.

Payments

Payments shall be made via Mpsea using paybill and shall be paid monthly in advance.

Subscriber Packages

Insert a Tick in the box provided to subscribe to a package to identify the package you are subscribing too.

PREMIUM PACKAGE

The scope of this service includes:

1. A 4 button fixed panic system installed into a single domestic residence
2. 2X Cellular phones subscribed to the guardian app.
3. Roadside assistance within 20KMS of the primary domestic residence upto 3x in a month
4. Roadside assistance outside of this 20KM range (additional costs apply)
5. Rapid Fire Intervention unit response service
6. Rescue ambulance service within the national borders.

GUARDIAN APP

The scope of this service includes:

1. 2X Cellular phones subscribed to the guardian app.
2. Domestic Alarm Response upto 3x in a single month for the primary phone.

3. Roadside assistance within 20KMS of the primary domestic residence upto 3x in a month.
4. Rapid Fire Intervention unit response service on a pay as you go basis.
5. Rescue ambulance service within the national borders.

Subscriber Phones

Please state the phone details to be subscribed to the service.

Primary Phone : Number:.....
 Name of user:
 Residential Location:.....

Secondary Phone: Number:.....
 Name of user:.....
 Residential Location:.....

Physical Address of Primary Subscriber

The primary subscriber address details shall be as follows:

Plot No..... Street:..... House No.:.....

Estate:..... District:..... Town:.....

Payment

This is a subscriber service using third party providers, access to the Guardian platform is exclusively for those that have paid for the service in advance. Tandus Alarms System is not obligated by these Terms of Use to continue making the Guardian App services available whatsoever if payment has not been received in advance.

Tandus Alarms Systems shall notify subscribers that their subscriptions are to expire within 7 days of the expiry date. It shall be the responsibility of the subscriber to make payment before the expiry of the period to continue to benefit from the services.

License Grant

Subject to the terms and conditions of these Terms of Use, upon payment of all applicable purchase and/or license fees required by Guardian, Guardian grants you a non-exclusive, non-transferable, non-commercial license, to download, install, and use the Guardian App on any appropriate Android phone that you own or control (each a "Mobile Device"), solely by you.

The terms of this license will govern any upgrade provided by Guardian that replaces and/or supplements the original Guardian App, unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern.

You will not use the Panic button Service in any way that is unlawful or harms any person, customer, the Company or any affiliates, as determined in the Company's sole discretion.

The Panic button Service may provide, or third parties may provide, links to certain service providers, such as emergency responders, security companies and roadside assistance, etc., when your mobile device appears within their geographic zone. Because the Company does not have control over all service providers necessary to the Panic button Service and the connectivity between your mobile device and/or the Company servers and the service providers, you acknowledge and agree that the Company is not responsible for the availability of and communications to all such service providers. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such services available from or through any such service providers outside of the control of the Company.

You agree and accept that your use of the Panic button Service may be limited by your network operator or by the capabilities or capacities of your terminal or mobile device. The SMS panic button services is only available only if your mobile plan provides for text messages and the required mobile coverage. You are responsible for checking to see if your mobile plan includes SMS text panic button.

Limitations Of Liability.

To the fullest extent permitted by law, in no event shall guardian, its affiliates and/or its third-party monitoring company(ies) be liable for personal injury, death, or any direct, indirect, incidental, special, consequential or exemplary damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to your use or inability to use the guardian app, the company's servers, any aspect of the guardian app software or the panic button service, or the interruption, suspension, modification, alteration, or termination of the company's panic button service, in each case, however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if guardian has been advised of the possibility of such damages, these limitations shall apply to the fullest extent permitted by law. some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you.

Termination.

The license granted to you will continue until terminated as provided in this section. Without prejudice to any other rights, your license rights will terminate automatically if you violate any provision herein, or if Tandu Alarms Systems sends a written (including email or text message) notice of termination to you directly.

You may terminate or cancel the license by discontinuing use of the Guardian App. In the event of termination, for any reason, you shall cease all use of the Guardian App, uninstall the Guardian App from each Mobile Device in which you have installed it, and destroy all copies, full or partial, of the Guardian App. Tandu Alarms Systems reserves the right to terminate the license to a specific version of the Guardian App upon issuance of a new version. Except for the license granted in Section 1 and as otherwise expressly provided herein, all sections of these Terms of Use that by their nature should survive termination, including, without limitation, warranty disclaimers and limitations of liability.

Equipment

You must provide the Mobile Device and wireless connections that you will need to use the Guardian App at your own expense Tandu Alarms Systems does not guarantee that the Guardian App can be accessed through or will be compatible with all Mobile Devices or wireless service plans.

Tandu Alarms Systems does not guarantee that the Guardian App is available in all geographic locations. You acknowledge that when you use the Guardian App, your wireless carrier may charge you standard fees for data, panic button, and other wireless access. Check with your carrier to verify whether there are any such fees that may apply to you. YOU ARE SOLELY RESPONSIBLE FOR ANY COSTS YOU INCUR TO ACCESS THE GUARDIAN APP THROUGH YOUR MOBILE DEVICE.