



Service Specific Terms – Protector Alarms

Posted as of: 09 February, 2022
Effective as of: 09 February, 2022

The Agreement between Vatix and the Customer (the Agreement) is made up of the following:							
Vatix Master Service Agreement CLICK HERE	These are Vatix's standard terms and include all general terms that apply to Vatix's Services and the parties						
Service Specific Terms <table border="1"><tr><td>Alarms</td><td>CLICK HERE</td></tr><tr><td>Incidents</td><td>CLICK HERE</td></tr><tr><td>Workflows</td><td>CLICK HERE</td></tr></table>	Alarms	CLICK HERE	Incidents	CLICK HERE	Workflows	CLICK HERE	These are additional terms that apply to the particular Vatix Service ordered by the Customer and include a description of the Vatix Service <i>This document includes details of the Processing Requirements for Customer Personal Data</i> <i>This document has priority over the Vatix Master Service Agreement for the particular Vatix Service</i>
Alarms	CLICK HERE						
Incidents	CLICK HERE						
Workflows	CLICK HERE						
Data Processing Addendum CLICK HERE	This sets out the terms that apply to the Processing of Customer Personal Data <i>This document has priority over the Vatix Master Service Agreement, the Service Specific Terms and the Order Form in respect of the Processing of Customer Personal Data</i>						
Order Form	This sets out details of the particular Vatix Service(s) ordered by the Customer						

IMPORTANT – YOU SHOULD NOT USE THIS SERVICE IF YOU DO NOT ACCEPT THE FOLLOWING

The Alarm Devices and this Vatix Service are designed to assist the Customer in mitigating the risks associated with lone or at risk workers. Alarm Devices and this Vatix Service will not prevent a loss or personal injury caused by acts of harm, threat, criminal acts, accidental injury or other occurrence, and Vatix does not represent otherwise.

The Fees and Charges payable are set to reflect the level of risk that Vatix assumes under the Agreement and are based exclusively on the use of the Alarm Devices and Vatix Service and not based on the value of the Customer's business, inventory, other security services or avoidance of physical or mental harm.

Vatix does not give any assurance that this Vatix Service or the Alarm Devices will be sufficient to meet all of the Customer's legal obligations and responsibilities to its personnel and any other person that may use this Vatix Service. The Customer should take its own professional advice in this regard.

The Customer should take out appropriate insurance to manage its risk. Failure to do so is a matter for the Customer and will not increase Vatix's risk under the Agreement.

Description of this Vatix Service

Overview. Vatix's Alarms is a subscription service that gives workers the ability to call for help in the event of an emergency. Customers have the flexibility to order from a range of Alarm Devices and Alarm Monitoring options. The Vatix Service includes the following:

Alarm Devices (options)

Option 1 | Alarms Mobile App

This is our 'use your own device' option for available for both iOS and Android. It allows the user to access a range of features such as leaving a voice memo or an update message to provide responders with contextual information should the alarm be subsequently activated. The app includes a timed alert 'check-in' feature that can be set in advance so that a response can be initiated if the check-in is missed. New features may be added to the app at Vatix's discretion.

Current compatibility

- For iOS devices. iOS 10.0 or above
- For Android devices. Android 4.4 and above

Option 2 | Vatix Protector Alarm Device

Vatix offers a range of alarm devices for sale or hire that work independently of other equipment such as a smartphone. Most of these use mobile network connectivity to send location information and make two-way voice calls should the alarm be activated either by pressing the SOS button or through the automatic fall detection feature. Some of our devices include a pre-installed SIM card but in some cases, Customers may use their own SIM cards.

Protector Alarms Software (standard)

This is our cloud browser based application, which is used by the Customer to configure and administer this Vatix Service. Features include:

- managing its authorised Alarms Users
- setting alarm response instructions
- assigning Alarm Devices to its authorised Alarms Users
- asset tracking Alarm Devices
- reporting on usage and other metrics
- audit trails of alarm activation

Alarm Monitoring (options)

Option 1 | Vatix 24/7 Monitoring

If using this option, the Alarm Device is activated, a two-way audio call will connect the Alarms User to a trained operator at one of our 24/7 alarm monitoring centres. The operator will use the Vatix custom-built alarm monitoring software to view contextual information such as the user's location and any instructions set by the Customer. The operator will make an assessment of the situation and escalate it appropriately such as contacting the Customer's escalation contacts or emergency services as appropriate.

Option 2 | Self Monitoring

This option does not use our alarm monitoring centres. Instead, when the Alarm Device is activated, a two-way audio call will be initiated and the Customer's pre-set alarm responders will be called to respond directly to the Alarms User's alarm.

Definitions and interpretation

Alarm Device means Protector Alarms Mobile App or the Vatix Protector Alarm Device (as applicable) shown in the Order Form
Alarm Monitoring means the monitoring service option chosen by the Customer as set out in the Order Form
Alarm Monitoring Centres means the alarm monitoring centre(s) used by Vatix for providing Vatix 24/7 Monitoring as may be changed from time to time
Alarms User a User that that is authorised by the Customer to use an Alarm Device and/or the Protector Alarm Software under the Subscription
Charges include Excess Usage Charges and charges for Device Accessories and Vatix SIM Cards
Device Accessories means cable(s) and charging unit for a Vatix Protector Alarm Device
Excess Usage Charges means the additional charges payable for items not included in the Subscription as shown in Section 3.4
Permitted Number of User Licences means the maximum number of licences for the Protector Alarms Software that are included in the Subscription as specified in the Order Form
Alarms Mobile App means Vatix's app for use on a mobile device as described in Option 1 of the Alarm Device section of the Description of this Vatix Service above
Protector Alarms Software means Vatix's browser based software that may be used by the Customer and its authorised Alarms Users for configuring and administering the Service
Self Monitoring means the self service alarm monitoring described in Option 2 of the Alarm Monitoring section of the Description of this Vatix Service above
Vatix 24/7 Monitoring means the alarm monitoring service described in Option 1 of the Alarm Monitoring section of the Description of this Vatix Service above
Vatix Protector Alarm Device means a Vatix supplied alarm device which as described in Option 2 of the Alarm Device section of the Description of this Vatix Service above and includes the appropriate Device Accessories and, for relevant devices, a pre-installed Vatix SIM Card
Vatix Service means the provision of Vatix Protector Alarm Devices / Protector Alarm Mobile App licences, Protector Alarm Software licences and Alarm Monitoring on the terms of the Agreement
Vatix SIM Card means a SIM card that has been issued by Vatix for use with a particular Vatix Protector Alarm Device under the Subscription
Warranty Period means 1 (one) year for Vatix Protector Alarm Devices that have been purchased and paid for in full by the Customer and for the duration of the Subscription for Vatix Protector Alarm Devices that are hired from Vatix. The warranty in all cases commences on the Start Date or the date on which the devices are delivered to the Customer (whichever is earlier)

All other capitalised terms used, but not defined in these Service Specific Terms have the meanings given in the rest of the Agreement.

Section 1 | Alarm Devices

- 1.1 **Choice of device and grant of licence.** The Order Form will specify how many of each type of Alarm Device and how many Alarms Mobile App licences will be allowed for the Subscription and, subject to the Customer paying all Fees and Charges when due and payable under the Agreement and to the Customer's compliance with the Agreement Vatix grants those licences for the term of the Subscription.

[The Customer is responsible for ensuring that it has sufficient, suitable Alarm Devices for its authorised Alarms Users at all times during the Subscription and that they are in good working order.](#)

- 1.2 **Ownership.** All intellectual property rights in and to the Protector Alarm Mobile App are owned by Vatix and/or its licensors. Nothing in the Agreement transfers the intellectual property rights to the Customer, any Alarms Users or any other person. All rights not expressly granted under these Service Specific Terms in respect of the Protector Alarm Mobile App are reserved to Vatix.

- 1.3 **Customer allocation.** The Customer is responsible for allocating each Alarm Device to each of its authorised Alarms Users and for ensuring the number of Protector Alarm Mobile App licences approved by Vatrix is not exceeded.

If any additional licences are required, the Customer should notify Vatrix and a new order may need to be created.

1.4 **Terms that apply to the Alarm Device used**

Protector Alarm Mobile App

- 1 **Devices and costs.** Vatrix does not provide the mobile device or SIM for users of the Protector Alarm Mobile App and it is the Customer's responsibility to ensure each Alarms User has a suitable device to use the Vatrix Service. Each device will need to have adequate mobile data, SMS and voice call use for the Vatrix Service and adequate network coverage. All of the costs of providing and using the device (including network access charges) are the responsibility of the Customer and not Vatrix or its Vatrix service providers.
- 2 **Allocating licences.** The Customer is responsible for assigning Protector Alarm Mobile App licences to its authorised Alarms Users using the Protector Alarm Software.
- 3 **Changes to iOS and Android operating systems.** The Customer acknowledges that certain functionality of the Protector Alarm Mobile App is contingent on the compatibility of the operating system whether that is iOS or Android. Operating system updates and changes in download terms or app store rules may mean that features on the Protector Alarm Mobile App may need to be changed or removed. Vatrix will use reasonable endeavours to limit the impact for example, by implementing like functionality that is compatible with the new operating system version.

Vatrix Protector Alarm Device

- 1 **Delivery.** Unless stated otherwise in the Order Form, delivery of the Vatrix Protector Alarm Device(s) will be made to the Customer's registered office address.
- 2 **Risk.** Risk in the Vatrix Protector Alarm Device(s) will pass to the Customer upon delivery. The Customer must notify Vatrix of non-delivery or damaged devices within 5 (five) days of Vatrix's notification that delivery has been made failing which the Customer will be deemed to have received the devices, undamaged and in full working order. Any damage notified must be supported by evidence of the damage and, where possible, its cause.
- 3 **Configuration.** Unless stated otherwise in the Order Form, each Vatrix Protector Alarm Device will be supplied with a default set of parameters to ensure compliance with applicable industry standards. Vatrix reserves the right to modify the settings used for this Vatrix Service and each Vatrix Protector Alarm Device or any component from time to time provided such modification does not materially and adversely affect the performance or features of the service or the Vatrix Protector Alarm Device. Vatrix may carry out the modifications remotely or when devices are returned to Vatrix for any reason.

LIMITED WARRANTY

Vatrix warrants that each Vatrix Protector Alarm Device supplied by Vatrix under these Service Specific Terms will be free from defects in workmanship and materials under normal use for the Warranty Period. During this Warranty Period, if the Vatrix Protector Alarm Device becomes defective or inoperable under normal use Vatrix will, at its sole option – repair, replace or recondition the defective Vatrix Protector Alarm Device without charge and will use reasonable endeavours to do so within 10 (ten) working days of receipt of the defective device.

This warranty is the only warranty given for the Vatrix Protector Alarm Devices and is given in lieu of all other warranties (express or implied) in respect of them including any given or implied by any advertising, packaging and other communications.

This warranty does not cover:

- damage caused by accident, deliberate or reckless mistreatment or neglect
- normal wear and tear
- defect caused as result of the Vatrix Protector Alarm Device being opened or repaired by someone not authorised by Vatrix

- damage caused by misuse, moisture, liquids, proximity or exposure to heat, accident, abuse, non-compliance with the instructions supplied with the Vatix Protector Alarm Device, neglect or misapplication
- physical damage to the surface of the device

To make a claim under this warranty the Customer must

- give Vatix written notice of the defect within 14 (fourteen) days of becoming aware of it or within 14 (fourteen) days of when the Customer should reasonably have become aware of it (whichever is earlier) and
- give Vatix a reasonable opportunity after receiving the notice of defect to examine the device which includes returning the device to Vatix promptly and, in any event, within 5 (five) days of giving the notice of defect
- not be in arrears for any Fees due to Vatix at the time of the warranty claim

Lost, stolen or damaged Vatix SIM Cards

If a Vatix SIM Card is lost, stolen or damaged during the Subscription, the Customer must notify Vatix immediately by email to support@vatix.com to enable Vatix to cancel the SIM. Until such notification is received by Vatix, the Customer will be liable for any charges incurred as a result of use of the Vatix SIM Card including any charges levied by the network operator.

Upon receipt of payment of the amount for replacement and any packaging and delivery costs shown on Vatix's prevailing [Additional Charges List](#) at the time the amount is incurred together with VAT at the prevailing rate, Vatix will supply a replacement Vatix SIM Card for use with the relevant Protector Alarm Device .

No credit or refunds will be given for any element of the Vatix Service that cannot be provided due to the loss, theft or damage to Vatix SIM Cards.

for hired Vatix Protector Alarm Devices the following additional terms apply

- 1 **Ownership.** Each Vatix Protector Alarm Device is and will remain, as between the Customer and Vatix, the property of Vatix. The Customer will not do or allow any other person to do anything that might subvert that ownership.
- 2 **Protecting Vatix's ownership.** The Customer will not sell, transfer, assign, mortgage, create a charge or lien over, sub-let, loan or part with possession of any Vatix Protector Alarm Device and will not remove any markings that indicate that they are the property of Vatix and will not allow any other person to do any of these things.
- 3 **Permission.** Subject to paying the Fees as shown in the Order Form and all other charges (including any Excess Usage Charges) when due and payable, the Customer will be entitled to use and allow each relevant authorised Alarms User to use the allocated Vatix Protector Alarm Device(s) for the term of the Subscription for that device.
- 4 **Care.** The Customer will ensure that each Vatix Protector Alarm Device is kept in the condition it was supplied in by Vatix (fair wear and tear is permitted).
- 5 **Compensation for loss or damage.** In the event of loss or damage to a Vatix Protector Alarm Device (however that might be caused), the Customer will pay the replacement cost to Vatix on a new for old basis within 7 (seven) days of Vatix's demand to do so.
- 6 **Insurance.** Unless stated otherwise in the Order Form, the Customer will insure (with a reputable insurer), at its own expense, each Vatix Protector Alarm Device for its full replacement value against loss or damage.
- 7 **Return on expiry of the Subscription.** The Customer will, at its own expense, return all of the Vatix Protector Alarm Devices to Vatix within 30 (thirty) days of the expiry or, if earlier, termination of the Subscription. Vatix will inspect each Vatix Protector Alarm Device to confirm that it is in the condition in which it was supplied to the Customer by Vatix (fair wear and tear excepted). If the condition of a returned Vatix Protector Alarm Device is not in the condition required by this or the Customer does not return the device within the 30 (thirty) days allowed by this paragraph 7, Vatix will be entitled to charge the Customer for its replacement cost on a new for old basis, the amount being payable within 7 (seven) days of Vatix's demand for payment.
- 8 **Right of entry.** The Customer grants to Vatix the right for Vatix or Vatix's authorised agent to enter into the premises where each Vatix Protector Alarm Device is held in order to repossess it should the Customer not comply with these terms of hire additional terms.

Loss, theft and damage

If a Vatrix Protector Alarm Device or any Device Accessory is lost, stolen or damaged during the Subscription, the Customer must notify Vatrix immediately by email to support@vatrix.com. Vatrix will replace the Vatrix Protector Alarm Device or the Device Accessory (as applicable) on receipt of payment of the amount for replacement, and any setup, packaging and delivery costs shown on Vatrix's prevailing [Additional Charges List](#) at the time the amount is incurred together with VAT at the prevailing rate.

No credit or refunds will be given for any element of the Vatrix Service that cannot be provided due to the loss, theft or damage to Vatrix Protector Alarm Devices or Device Accessories.

Section 2 | Protector Alarms Software

- 2.1 **Ownership.** All intellectual property rights in and to the Protector Alarms Software are owned by Vatrix and/or its licensors. Nothing in the Agreement transfers the intellectual property rights to the Customer, any Users or any other person. All rights not expressly granted under these Service Specific Terms are reserved to Vatrix.
- 2.2 **Licence.** Subject to the Customer paying all Fees and Charges when due and payable under the Agreement and to the Customer's compliance with the Agreement, Vatrix grants to the Customer the Permitted Number of User Licences for use of the Protector Alarms Software for the term of the Subscription.

The Customer acknowledges and accepts that the licences granted for this Vatrix Service are only for the 'Alarms' functionality of the Protector Alarms Software and does not include access to other features such as 'Incidents' or 'Workflows' which are licensed separately.

- 2.3 **Reallocation of licences.** The Customer will be entitled to allocate each licence to any User using the Protector Alarms Software and to reallocate licences provided that it does not exceed the Permitted Number of User Licences. Vatrix will have no liability for any effect on the Vatrix Service of the Customer's reallocation of licences.

Section 3 | Alarm Monitoring

- 3.1 **Alarm response escalation.** The Customer is responsible for setting its response profile and escalation requirements for each User and/or Alarm Device in the Protector Alarms Software and any inaccuracies set are the Customer's responsibility and Vatrix will have no liability for the consequences of them.
- 3.2 **Vatrix 24/7 Monitoring.** Vatrix will be entitled to use its choice of Alarm Monitoring Centre(s) for this part of the Vatrix Service and the Customer acknowledges and accepts that this may be a third party engaged by Vatrix.
- 3.3 **Self Monitoring.** For Alarm Devices that are to be subject to Self Monitoring, the Customer is responsible for setting details of its selected responders (including instructions for dealing with an alarm call from the device) in the Protector Alarms Software and for those responders receiving an alarm call initiated from the Alarm Device and taking the Customer's required action.
- 3.4 **Fair use.** The Customer agrees that the following Fair Use Policy will apply.

Fair Use Policy

Rationale. Excessive use of this Vatrix Service may impact the Vatrix Service for other Vatrix customers. This policy is intended to ensure that the Vatrix Service delivers low alarm response times and to ensure capacity is consistently available for genuine alarm activations.

Acceptable use. The following are considered to be acceptable use and are included in the Subscription Charge:

Acceptable use. The following are considered to be acceptable use and are included in the Fees for the Subscription (subject to the usage limits and Excess Usage Charges shown in [Section 3.4](#)):

- **Emergencies.** All 'genuine' calls / alarm activations (up to 30 (thirty) minutes of call, in which the Alarms User reasonably believes they face a serious and imminent threat to their personal safety.
- **Automatic location updates.** The Alarm Device may transmit location information to the Vatix Service so that Alarm Device locations can be monitored to assist operators/responders should an alarm activation occur.
- **Test alarms.** One test alarm activation call per Alarms User, per quarter, is permitted within the legitimate use.

Unacceptable use. The following are considered to be unacceptable use

- **Unusual calling patterns** that are inconsistent with normal Subscription use, for example, to make several calls in a short period of time or for excessively long voice calls to the same number.
- **Unusual data usage** from a Vatix SIM Card within Vatix Protector Alarm Device, inconsistent with normal Subscription use or data usage for any purpose other than this Vatix Service.
- **Removing the Vatix SIM Card** from the Vatix Protector Alarm Device
- **Using a Vatix SIM Card** for anything other than this Vatix Service

3.5 **Failure to comply with the Fair Use Policy.** Compliance with the Fair Use Policy is a material term for this Vatix Service. In the event that the Customer or any of its Users fail to comply with it, Vatix may suspend or terminate the Subscription for this Vatix Service on written notice to the Customer.

Vatix may, at its discretion, offer the Customer alternative Subscription terms or Subscription Fees, to apply instead of suspension or termination of the Subscription.

3.6 **Usage limits and Excess Usage Charges**

SIM connectivity

Where a Vatix SIM Card has been provided by Vatix, (usually this will be preinstalled in a Vatix Protector Alarm Device), the Subscription includes call time for genuine alarm activations and data for location updates within the Subscription Fees of 30 (thirty) minutes of call time per SIM, per calendar month.

Where practicable, Vatix will notify the Customer if it appears likely the Excess Usage Charge will be incurred.

Excess usage charges. The amount shown on Vatix's prevailing [Additional Charges List](#) at the time the charge is incurred together with VAT at the prevailing rate.

Vatix 24/7 Monitoring

The Customer is required to ensure that each Alarms User takes all reasonable care to avoid the activation of false or accidental alarms and to avoid exceeding the number of test calls permitted. If 3 (three) or more false or accidental alarms are activated by an Alarms User in a month Vatix may levy an excess usage charge.

Where practicable, Vatix will notify the Customer if it appears likely the Excess Usage Charge will be incurred.

Excess Usage Charges. An additional administrative fee of the amount shown on Vatix's prevailing [Additional Charges List](#) at the time the charge is incurred for that User, for the month concerned together with VAT at the prevailing rate.

Vatix will submit an invoice for any Excess Usage Charges incurred in any given month. Payment will be due on the date that the charge was incurred and will be payable in full within 7 (seven) days of receipt of the invoice.

- 4.1 **Variation.** These Service Specific Terms may be amended by Vatix in accordance with the Master Service Agreement.
- 4.2 **Service start.** Vatix will provide the Vatix Service with effect from the Start Date for the Subscription Term.
- 4.3 **Territory restrictions.** The Customer will ensure that the Vatix Protector Alarm Devices and/or Vatix SIM Cards are only used within the United Kingdom or the other specifically named territories on the Order Form.
- 4.4 **Training.** The Customer will ensure that each of its authorised Alarms Users are adequately trained on how to use the Vatix Service and Alarm Devices and that they understand the limitations, terms and conditions of the Vatix Service.
- 4.5 **Restrictions.** Except as set out in the Agreement or as is specifically allowed in law that cannot be excluded, the Customer will not (and will ensure its Users do not):
 - (a) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, transmit all or distribute all or any part of the Protector Alarms Mobile App or Protector Alarms Software in any form or media or by any means; or
 - (b) de-compile, disassemble, reverse engineer or otherwise reduce to human readable form all or any part of the Protector Alarms Mobile App or Protector Alarms Software; or
 - (c) access all or any part of the Vatix Service or Protector Alarms Mobile App or Protector Alarms Software in order to build a product or service that competes with the Vatix Service; or
 - (d) use the Vatix Service to provide services to third parties; or
 - (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make the Vatix Service available to any third party except authorised Alarms Users; or
 - (f) attempt to obtain, or assist third parties other than authorised Alarms Users in obtaining, access to the Vatix Service, other than as provided under the Agreement; or
 - (g) negligently, recklessly or deliberately introduce or permit the introduction of, any virus or other disabling code into the Vatix Service, the Protector Alarms Mobile App or Protector Alarms Software.
- 4.6 **Unauthorised access.** The Customer will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Vatix Service and, in the event of becoming aware of any such unauthorised access or use, will promptly notify Vatix.
- 4.7 **Personal Data Processing Requirements.** For the purposes of the Data Protection Addendum, the following sets out the Processing Requirements for Personal Data Processed by Vatix as a Processor for this Vatix Service.

Subject matter of the Processing

Recording the position of Alarm Devices both before and during an alarm activation in accordance with its normal use. Communicating the location of the device, other alarm activation related facts and associated User communications to nominated alarm response contacts and/or emergency services.

Duration of the Processing

For the Subscription Term plus up to 12 (twelve) months to deal with any post termination requirements and further additional time if relevant to deal with any claims

Nature and purpose of the Processing

To provide the Vatix Service and administer the Customer Account

Categories of Personal Data to be Processed

- First name
- Last name
- Contact details (including phone number, email address)
- Details of Alarm Device allocated
- Date of birth
- Job title
- Physical description
- Gender
- Audio recordings
- Details of alarm reports
- Vehicle registration
- Allergies and medical information
- GPS data

Categories of data subject whose Personal Data is to be Processed

- Employees
- Contractors
- Persons under supervision and/or support of the Customer

Sub-processors that may be used

Vatix may use the Sub-processors for this Vatix Service. Details are available from <https://vatix.com/legal/sub-processors>