

**GENERAL CONDITIONS FOR THE INSTALLATION AND MAINTENANCE  
SERVICES OF THE SECURITY SYSTEM AND OPERATION OF ALARM  
MONITORING CENTRES**

This CONTRACT is formed by the clauses contained in the Specific Conditions, in these General Conditions and in the conditions provided in Appendixes I to IV (Installation Project, Action Plan, Installation and Connection Certificate and SEPA CORE mandate, respectively). All these conditions are an integral part of this CONTRACT for all legal purposes (hereinafter, the CONTRACT). If one of the conditions or Appendixes is rendered null and void, such state will not render the rest of the CONTRACT void.

**1. PURPOSE**

Establish the terms and conditions under which SECURITAS DIRECT provides the INSTALLATION service, including security equipment, the MAINTENANCE OF SECURITY SYSTEMS and the OPERATION OF ALARM MONITORING CENTRES, all within the scope provided for in the terms of this CONTRACT and in accordance with Paragraphs f and g of Section 5.1 of Act 5/2014, of 4 April, on Private Security.

Likewise, this contract will govern the provision of services described in the second condition, as chosen by the CLIENT.

This CONTRACT will be understood as a lease for security system installation and maintenance services and its connection to the Alarm Monitoring Centre (hereinafter, AMC), and consists of a best-efforts obligation not related to the ends desired. Consequently, **SECURITAS DIRECT in no case guarantees that robberies, thefts or any other illicit acts, fires, floods and any other accident that cause personal or material damage to the CLIENT's facilities and/or their personal belongings will not occur. The security components installed are purely preventive or dissuasive elements.**

The CLIENT acknowledges that **entering into this CONTRACT implies the use of a series of electronic security means with preventive and deterrent purposes that in no way guarantee that wrongful acts will not occur and don't replace an insurance policy.** In the same way, the CLIENT acknowledges having received all the information about the characteristics of the system, the responsibilities that the acquisition of the subscribed services entails and the consequences of the inappropriate or negligent use of the alarm system.

**2. SCOPE OF THE CONTRACT SERVICES.**

The purpose of the CONTRACT includes, in any case, the services included and described in sections A, B, C, D and E. In addition, the CLIENT may acquire the additional services that are described in sections F, G, H, I and J and any other services agreed upon by the parties.

## A) INSTALLATION SERVICE.

The installation service will comply with the provisions of the applicable regulations on Private Security, including:

- The security study and security risk analysis of the property in which the security system is going to be installed to prepare the Installation Project that is delivered to the CLIENT.  
SECURITAS DIRECT has planned the installation of an approved security system that complies with the established legal minimum (3 intrusion detection elements), and warns the CLIENT that for an optimal operation, the system must have at least one detector for each room in the property, being this last decision regarding the installation on the CLIENT.
- The provision of the elements and components contemplated in the specific conditions of this CONTRACT.
- The execution, by an accredited technician, of all the installation operations of such devices, equipment or systems.  
The CLIENT acknowledges having been duly informed that the geographical location of the place where the devices are installed and the activity and means executed in such place can limit the effectiveness of the system, in particular, the transmission channels and the speed of sending signals.
- The execution of the checks and tests in the security system, by the accredited technician, to verify the proper functioning of each of the installed devices prior to their delivery to the CLIENT.
- Delivery of the corresponding Installation Certificate to the CLIENT.
- The delivery and explanation of the User Manual to the CLIENT with all the information about the installed devices.

Once the security system is installed, the CLIENT will be able to:

1. Make use of the alarm in local mode, without the need for a connection to the Alarm Monitoring Centre. This feature allows:
  - i) Arm and disarm the system in total, partial or outdoor mode.
  - ii) Activate the siren, in case any of the armed devices detect movement.
  - iii) Check and verify the air, humidity and temperature quality levels of the building.
2. View the interior of the property through the installed devices (photodetectors and/or cameras), subject to the payment of the corresponding fee.

The CLIENT acknowledges having been duly informed on the different types of equipment, number of sensors and their locations and, the CLIENT has decided the design of the systems, the number of sensors to be installed and their location according to the price they wish to pay for the service, the benefits they wish to receive or the goods that they want to protect.

**Consequently, SECURITAS DIRECT will not be liable, in any case, for damages in unprotected locations, nor for administrative sanctions or of any other type that have their origin in an inappropriate choice of the CLIENT regarding their security equipment.**

B) SECURITY SYSTEMS MAINTENANCE SERVICE AND ALARM MONITORING CENTRES OPERATION.

B.1 MAINTENANCE SERVICE.

SECURITAS DIRECT shall provide a maintenance service that includes: (i) the replacement or repair of the security system or damaged elements and labour of the technical personnel to carry out said visits; (ii) the remote verification services of the operation of all the components (technical check according to current regulations); (iii) on-site preventive checks.

The maintenance service will comply with the provisions of the applicable regulations on Private Security.

Excluded from this maintenance service are all actions that need to be carried out as a result of: (i) extension, improvement or modification of the security system; (ii) technical assistance that is not due to defects or malfunction of the security system; (iii) the technical assistance of the security system components that have not been supplied by SECURITAS DIRECT; (iv) improper use or tampering by the CLIENT regarding the security system that implies the existence of intent or negligence in such action; (v) the circumstances that cause a breach of the CLIENT's obligations; (vi) breakdowns and/or changes in the service provided by the fixed or mobile telephone company and/or the electricity company that owns the network, as well as those caused by surges, lightning and other cases of force majeure or acts of God. The work and travel of the SECURITAS DIRECT technical service that are caused by any of the above circumstance will be invoiced according to the current prices.

A "breakdown" will be understood as any damage that prevents the proper operation of a security system to fulfil the purpose for which it is intended.

A "technical incident" will be understood as any incident that implies the necessary intervention by SECURITAS DIRECT to verify the system, in person or remotely, and that, in no case, prevents the full operation of the CLIENT's security system.

SECURITAS DIRECT guarantees that it will adopt all possible technical measures to comply with the maintenance service in accordance with applicable regulations. In the event of a technical incident or breakdown in the security system, SECURITAS DIRECT will repair or, as alternatively, replace all those security elements that do not work correctly. Any breakdown will be fixed within the period provided by current private security regulations, counting from when such breakdown has been duly registered and/or notified to SECURITAS DIRECT.

## B.2) ALARM MONITORING CENTRE OPERATION SERVICE.

This Service will consist of:

i) A connection service that includes access to a wireless network for automatic communication between the security system installed on the CLIENT and the SECURITAS DIRECT servers for the correct reception and processing of alarm signals.

SECURITAS DIRECT will not be liable for the failures and/or alterations of the service that the different mobile telephone operators may have in any of the network channels, Wi-Fi, ADSL, GSM (GPRS, SMS, CSD) and/or broadband.

ii) A Service for receiving alarm signals and verifying them, and where appropriate, reporting the confirmed alarms to the Law Enforcement Forces and Agencies in accordance with the procedures established in current regulations.

Only the alarms that were confirmed pursuant to the verification procedures included in the regulation will be reported to the Law Enforcement Forces and Agencies.

For the best provision of the services and in order to comply with applicable regulations, the communications that you may have with SECURITAS DIRECT and between SECURITAS DIRECT and the Law Enforcement Forces and Agencies, or other competent agencies, will be recorded.

Any cost that could arise from the intervention of the police or emergency services (fire fighters, healthcare professionals, etc.)”

## C) PERSONAL VERIFICATION SERVICE

This service consists of sending security personnel to the CLIENT property in order to respond to the alarm registered in the AMC, through the exterior verification of the protected property. In no case will the security personnel be able to access to the interior of the protected property. The decision to send the notice to the Personal Verification Service will correspond exclusively to SECURITAS DIRECT.

When more than two repeated interventions occur within a period of 6 MONTHS, they will be considered due to alarm activations attributable to carelessness or misuse of the system by the CLIENT or persons authorized by them.

Repeated interventions of the service described above will be billed according to the current rates established by SECURITAS DIRECT for this case.

Likewise, the additional services requested by the client and that are not triggered by an alarm activation will be subject to the cost established by SECURITAS DIRECT for the applicable case.

**SECURITAS DIRECT will not be liable for the consequences derived from a real robbery if during the verification carried out by the security personnel, they do not detect signs of intrusion.**

In order for the security personnel to have access to the exterior premises (within a private property, such as: residential areas, building areas, etc.) or to the plot, the CLIENT must provide SECURITAS DIRECT with the necessary means for access.

This service will not be provided in those areas of Spanish territory that, due to their geographical location, do not allow the movement of security personnel.

**In addition, this service will be provided only in the cases in which it is duly indicated in the Specific Conditions of this CONTRACT.**

#### D) JAMMING DETECTION SERVICE

This service is not a system that prevents frequency jamming, but rather, it is a service capable of detecting the presence of signal jammers that prevent mobile and radio frequency (RF) communications between the alarm control panel and the detectors through connection to the ATN NETWORK (Securitas Direct exclusive communications network).

The ATN network has a 99% availability level in its coverage areas.

For the purposes of this CONTRACT, a signal jamming will be understood as any signal(s) that prevents or hinders communications in a certain frequency spectrum through intentional interference.

SECURITAS DIRECT generates a warning in its systems upon detecting the presence of a frequency jammer that interferes with the frequency on which the security system transmits.

The notification in the SECURITAS DIRECT systems is made through the ATN NETWORK and through a communication channel that uses an ultra-narrow band transmission system that transmits low-frequency impulses, resistant to alterations, jamming or blocking by jamming devices for mobile and radio frequency (RF) communications between the alarm control panel and the detectors.

This notice must be verified by SECURITAS DIRECT through the technical and human verification means available to it and according to the protocol specified in the applicable legislation.

SECURITAS DIRECT will not be liable for the lack of operation of this Service in the event that the protected property is located in areas affected by signals emitted from jammers authorized by official institutions.

The Service may not be provided in those areas of Spanish territory where there is insufficient coverage of the ATN network.

#### E) MOBILE APPLICATION SERVICE

This service is an application owned by SECURITAS DIRECT for mobile devices and tablets, and is available in the main online mobile application stores. Once installed by the CLIENT, the app allows the user to manage their security system from the mobile device, and enables the CLIENT to arm and disarm the alarm, review the notifications received, make photo requests, make inquiries to the SECURITAS customer service DIRECT, among other capabilities. For more information, the CLIENT can visit the website of SECURITAS DIRECT [www.securitasdirect.es](http://www.securitasdirect.es) to see all the functions offered by this service.

#### F) ZEROVISION SERVICE

This service consists of the installation of a device integrated in the security system which, after being activated by SECURITAS DIRECT accredited security operators, it emits a cloud of non-toxic smoke that hinders the visibility of people who remain inside the room where the device is installed.

SECURITAS DIRECT states that the smoke generated by the device is completely harmless to the health of people and/or animals, **however, it can cause itching and irritate the eyes and throat.**

The Zerovision device will only be activated by a security operator from the SECURITAS DIRECT AMC. In the event that an intrusion signal is received in the SECURITAS DIRECT systems, the AMC will proceed to verify it through the available technical means and they will activate the Zerovision device only in the cases indicated below:

- When an alarm is confirmed using the verification via the image devices of the security team and, furthermore, when there are confirmed signs of a presumed criminal action.
- When the CLIENT confirms a real incident through the Talk-Listen Module of the security team.
- When there are people present in the property during a confirmed alarm, and the CLIENT or Contacts confirm that there should be no one on the premises.

After registering three alarm activations from different zones in the AMC, if they are a confirmed alarm, and the CLIENT or Contacts confirm that there should be no one on the premises.

**Outside of the aforementioned scenarios, the AMC will not proceed to activate the Zerovision device.**

The chemical element of this device will be replaced periodically in order to ensure its maximum effectiveness, and after its activation by authorized personnel of SECURITAS DIRECT.

The Zerovision device is a device installed for preventive and deterrent purposes that in no way guarantee that wrongful acts will not occur.

To ensure the correct operation of this service, the CLIENT must attend to the following recommendations and warnings:

- SECURITAS DIRECT recommends the installation of the Zerovision device in spaces with windows or entrances that allow their ventilation.
- After the activation of the Zerovision device and, once the risk situation has been stabilized, SECURITAS DIRECT recommends the CLIENT to ventilate the place where the device has been activated, attending to the instructions of the Law Enforcement Forces and Agencies and the emergency services when appropriate.

In order to carry out the ventilation, we recommend to access the place where the Zerovision device has been activated, protecting the eyes and respiratory tract, and not to stay or access again until the area has been completely ventilated.

If the building is not ventilated within a maximum of two hours from the activation of the Zerovision device, it could slightly settle on or impregnate certain surfaces and materials leaving a smell. SECURITAS DIRECT recommends cleaning the space where the device has been activated. The possible residue that can be left behind is easily removable with soap and water.

- **SECURITAS DIRECT advises that, while the device is expelling smoke, the CLIENT or any third party must not touch or stand in front of the device (at a distance of less than one meter) because the smoke can cause burns.**
- **SECURITAS DIRECT warns that, in order to activate the Zerovision device, the communication system of the alarm equipment should not have been blocked or tampered with.**
- **After the activation of the Zerovision device, the SECURITAS DIRECT smoke detectors will only emit an acoustic signal, however, they will not emit an emergency signal to the SECURITAS DIRECT AMC.**

If there are any doubts regarding the operation of this device, the CLIENT may contact SECURITAS DIRECT through the Customer Service Department.

In the event of termination of the CONTRACT, whatever its cause, if the CLIENT has the Zerovision service, the CLIENT will return the Chemical Module of the Zerovision device installed in the property to SECURITAS DIRECT.

#### G) PERSONAL VERIFICATION SERVICE WITH CUSTODY OF KEYS

The additional service of personal verification with custody of keys is acquired for the verification of alarm events through the intervention of security personnel authorized by SECURITAS DIRECT and only to facilitate the access of the Law Enforcement Forces and Agencies to the property. In no case will the security personnel be able to access to the interior of the protected property without the presence of a member of the Law Enforcement Forces and Agencies.

The intervention of the security personnel will take place under all circumstances, except when the alarm activation received is confirmed as a false alarm through the technical verification procedures or through the contact persons designated herein by the property owner.

Repeated interventions will be those caused by carelessness or system misuse by the CLIENT or by persons authorized by them, and when more than 4 interventions occur within a period of 6 months. Repeated interventions of the service described above will be billed according to the current rates established by SECURITAS DIRECT for this case.

Likewise, the additional services requested by the client and that are not triggered by an alarm activation will be subject to the cost established by SECURITAS DIRECT for the applicable case.

In order for the security personnel to facilitate access to the property to the Law Enforcement Forces and Agencies, the CLIENT must provide the keys of the property for its custody.

SECURITAS DIRECT will not be liable in the event that the keys that have been provided by the CLIENT are different from those necessary to provide access or when the lock is not in optimal conditions for opening.

“SECURITAS DIRECT will not be liable for the consequences derived from a real robbery if during the verification carried out by the security personnel, they do not detect signs of intrusion”

Anything not included this clause will be governed by the provisions of the current Private Security legislation in every case.

#### H) SERVICE BEFORE POWER OUTAGES

The service before power outages consists of informing the CLIENT that the Alarm Monitoring Centre has received a signal indicating that the alarm system has not received electricity for a minimum period of 15 minutes.



This Service has a delay of 30 minutes between the moment in which the power outage occurs and the moment in which this signal is transmitted by the security system. After this period, SECURITAS DIRECT will follow the established Action Plan. SECURITAS DIRECT will not be liable if the power outage signal is not received at the Alarm Monitoring Centre, except in cases of deficiencies in the system installed by SECURITAS DIRECT.

#### I) CONTROLLED CODES SERVICE

The Controlled Codes service allows knowing the armed or disarmed status of the alarm associated with each of the codes.

#### J) VIDEO SURVEILLANCE SYSTEMS

This consists of the installation of one or more video surveillance cameras inside and outside of the premises. The installation may include Arlo and/or Verisure cameras, both with different functionalities.

In the event that the CLIENT acquires one of the cameras described herein, the conditions specified below will apply:

- i) INDOOR CAMERA: This is a camera model integrated into the CLIENT's security system, which requires installation by an accredited technician from SECURITAS DIRECT. This camera allows double recording mode: continuous recording and/or event recording. For its operation, it is necessary to connect the camera through an ADSL router, which must be supplied by the CLIENT. The images and/or sounds captured by the camera will be of two types depending on whether (i) they are linked to an alarm activation ("AMC Images") or if (ii) they are captured by the normal operation of the camera, either in continuous recording or event recording ("Leisure Images"). Leisure Images may be stored on servers in the cloud for a maximum of three (3) days per camera in the case of Verisure cameras. For Arlo cameras, Leisure Images may be stored on cloud servers for a certain time depending on the storage plan acquired by the CLIENT: seven (7) days per camera for the Verisure Continuous Video Recording (CVR) Plan or thirty (30) days per camera for the Verisure Smart Plan. Likewise, Verisure cameras also allow storage of the Leisure Images on a memory card of up to 64 GB. In case the user runs out of storage space, as many Leisure Images as necessary will be automatically deleted to store the new recording in their place.
- ii) OUTDOOR CAMERA: This is a camera model integrated into the CLIENT's security system, which requires installation by an accredited technician from SECURITAS DIRECT. This camera allows a recording mode by events. For its operation, it is necessary to connect the camera through an ADSL router, which must be supplied by the CLIENT. The images captured by the camera will be of two types depending on whether (i) they are linked to an alarm activation ("AMC Images") or if (ii) they are captured by the normal operation of the

camera, either in continuous recording or event recording ("Leisure Images"). Leisure Images may be stored on cloud servers for a maximum of three (3) days per camera in the case of Verisure cameras. For Arlo cameras, the Comfort Images may be stored on servers "in the Cloud" for a certain time depending on the storage plan contracted by the CLIENT: seven (7) days per camera for the Verisure CVR Plan or thirty (30) days per camera for the Verisure Smart Plan. Likewise, Verisure cameras also allow the storage of Leisure Images on a memory card of up to 64 GB.

In case the user runs out of storage space, as many files as necessary will be automatically deleted to store the new recording in their place.

The cameras will be connected to the SECURITAS DIRECT AMC. Depending on the type of camera installed, the CLIENT may access the stored Leisure Images from any mobile device with an iOS or Android operating system, through the MY VERISURE mobile applications for Verisure cameras, or ARLO for Arlo cameras.

Both applications must be downloaded by the CLIENT themselves on their mobile device. SECURITAS DIRECT will only be able to access the images recorded by the cameras installed if an alarm activation has previously been registered from the installed security system, and it will only be able to view the images that come from the cameras where the intrusion devices activated are located. However, in order to improve the verification of alarm activation incidents and the response, the owner of this security service gives express consent to SECURITAS DIRECT to view any camera installed and integrated into the property's security system in accordance with the applicable regulation and provided that at least one Robbery, DURESS, SOS, Sabotage or Fire alarm activation is previously registered in the AMC.

The Arlo app, property of Arlo Technologies Intl. Ltd, allows the management of Arlo cameras, as well as the visualization of the images and audio recorded by them through the cloud or in real time. In order for the CLIENT to be able to manage the Arlo cameras and view the images and audio recorded through the Arlo application, the CLIENT must accept the conditions that Arlo Technologies Intl. Ltd establishes for its operation and follow the instructions offered by the app.

The CLIENT may also view and record in real time the images captured by the Verisure cameras from their PC through the MY CAM VIEW application, property of SECURITAS DIRECT, which must be downloaded by the CLIENT to their PC from the SECURITAS DIRECT website. (<https://www.securitasdirect.es/>).

Moreover, for Verisure cameras, SECURITAS DIRECT makes available to the CLIENT the cloud storage service of Amazon Web Services, Inc. (hereinafter AWS) in accordance with the AWS CLIENT AGREEMENT Terms available at <http://aws.amazon.com/en/agreement/>. The CLIENT shall read and accept the conditions established in the aforementioned link.

Arlo cameras, Arlo Technologies Intl. Ltd. makes the cloud storage service available to the CLIENT through the provider AWS.

SECURITAS DIRECT will not be liable for the storage service of the provider Amazon Web Services, Inc., nor for the storage service offered by Arlo Technologies Intl. Ltd.

### **3. PRICE, PRICE REVIEW, PAYMENT METHOD AND BILLING**

The price of the services covered by this CONTRACT will be the one determined in the Specific Conditions of this document for each acquired service, and such price will include the legally applicable taxes.

During the term of the CONTRACT, the initial price agreed for the services covered by it will be subject to review on 1 January of each year, in accordance with the changes of the arithmetic mean of the published interannual CPI indices for the months of November to November immediately previous (or index that replaces it) that are published by the Spanish National Institute of Statistics (or by the body that replaces it). Annual price reviews will be calculated with respect to the price of the immediately preceding year. This price review clause is an essential condition of this CONTRACT and operates automatically without the need for a request or prior notification of the parties, unless this clause is amended.

Notwithstanding the foregoing, SECURITAS DIRECT reserves their right to update the service rate considering the constant investment costs in technological development caused by the regulatory requirements established by the Ministry of the Interior with the following purposes: for a better and more adequate collaboration and success of Private Security in crime prevention, the greater protection of information security, and/or the continuous updating of the applications installed in the CLIENT's security system, and/or the expansion of its functionalities and services provided to the CLIENT, as well as significant increases in operating costs and/or costs derived from regulatory changes. In case of disagreement with this service rate change, the CLIENT may terminate the CONTRACT by means of a notice within a month after receiving the first invoice/bank receipt with the new rate.

The monthly fee agreed in the Specific Conditions of this CONTRACT has been calculated based on the number of devices acquired by the CLIENT and includes all the services described in sections A, B, C, D and E of the previous clause.

This fee will be paid in advance by direct debit order, and the CLIENT is hereby notified that SECURITAS DIRECT will make these direct debit orders. The installation service will be paid in the terms established in the Specific Conditions of this CONTRACT.

The CLIENT expressly accepts the issuance of an electronic invoice that may be consulted by the CLIENT via the MYVERISURE app. If THE CLIENT wishes to receive their invoices on paper, they may request it throughout the term of the CONTRACT, and they will be sent by post to the address provided for these purposes.

The CLIENT is hereby informed that, if paying by credit or debit card, in order to guarantee a strong protection policy for the security of the operations carried out from our contracting system, SECURITAS DIRECT has subscribed to the security system of financial operations implemented by a specialized provider, the company INGENICO E-COMMERCE SOLUTIONS S.A.S. (hereinafter INGENICO). When the CLIENT chooses the card payment method, INGENICO secures the processes of entering the card number and the information necessary for the transaction, and they are the only one aware of the CLIENT's payment card data. These data are transmitted with due security measures guaranteed by INGENICO. SECURITAS DIRECT does not store the data on the CLIENT's payment card, and only keeps the information relevant to the customer's payment to guarantee compliance and follow-up.

The CLIENT shall keep the SEPA CORE direct debit mandate active, from this moment and until the end of this CONTRACT. The cancellation or annulment of such order, without the signing of another new order to replace it, will empower SECURITAS DIRECT to immediately suspend the services under this CONTRACT, without prejudice to the exercise of applicable legal actions.

The non-payment by the CLIENT of any of the amounts of the agreed price, will empower SECURITAS DIRECT to suspend the services under this CONTRACT immediately, and will allow SECURITAS DIRECT to include the CLIENT's data in credit records (in particular, in the Spanish Private Registers of Debtors in Arrears, or ASNEF, which is the responsibility of ASNEF-EQUIFAX, SERVICIOS DE INFORMACION SOBRESOLVENCIA Y CREDITO, S.L. with tax ID [CIF] no. B82064833), without prejudice to the exercise of the corresponding legal actions to claim the agreed and pending amounts.

#### **4. SECURITAS DIRECT COVENANTS**

In addition to the conditions and terms included herein SECURITAS DIRECT shall:

- a) Install the security system service together with all the devices, in accordance with Clause 2A of this contract and the Private Security regulations.
- b) Carry out the maintenance service of the security systems and their connection to the Alarm Centre in accordance with the Private Security regulations.
- c) Repair the technical breakdowns caused by the installed security system and keep the system in good working order during the term of this CONTRACT, within the period provided for in current legislation.
- c) Deliver to the CLIENT the documentation provided for by the Private Security regulations.
- d) Perform all the necessary actions to preserve the functionalities provided for said security systems, either bidirectionally or remotely, in accordance with applicable regulations.

f) Replace or repair the security system or faulty elements at no cost to the CLIENT, under the terms and with the limitations of the warranty of the product. This is governed by the general condition no. 8 and therefore excludes the case in which said faults arise after the tampering or improper use by the CLIENT or third parties that implies the existence of intent or negligence regarding the security system.

g) If applicable, the activation of the services linked to the system or video surveillance elements will occur through any detection element installed on the CLIENT premises. SECURITAS DIRECT will process the technical alarm signal and record the images and/or sounds received locally, as established in the applicable Private Security and Data Protection regulations.

## 5. CLIENT COVENANTS

In addition to the conditions and terms included herein, the CLIENT shall:

a) Under all circumstances, connect the alarm system every time they intend to prevent unauthorized persons from accessing the place and, especially, every time the place is deserted and unattended.

The CLIENT is in charge of verifying that the alarm is connected. For this reason, the acquisition of the controlled codes service will be a requirement to be able to reliably prove the connection status of the alarm. If the CLIENT has not acquired the aforementioned service, it is up to them to verify the connection.

b) Not tamper with the security system and shall prevent the security systems from being tampered with by persons other than the personnel authorized by SECURITAS DIRECT.

c) Have the title that accredits the CLIENT as the legitimate owner of the property and will allow SECURITAS DIRECT to access the location of the installation of the security system for any revision or to carry out maintenance. And, in the event of an incident, a person in charge of SECURITAS DIRECT is empowered to take photos of how the installation is.

**Likewise, the client shall provide truthful and exact information about the property to be protected in order to allow the correct preparation of the corresponding installation project by Securitas Direct.**

Moreover, the CLIENT will enable the visible placement and maintenance of the deterrents and/or posters delivered by SECURITAS DIRECT for the provision of the service. These deterrents and/or posters may not be used for any other purpose other than what specified here. Their distribution and/or commercialization is expressly prohibited, and the CLIENT shall return them at the end of the CONTRACT, whatever the cause.

d) Notify SECURITAS DIRECT as soon as possible regarding:

- Any breakdown or incident detected in the security system.
- Any change in the real estate or furniture elements of the place where the security system is installed that may affect the correct capture of the sensors or the mobile phone coverage.
- The loss of connection and disconnection keys and/or remote controls.
- Prolonged absences from the premises under protection, as well as possible suspensions in the electrical or telephone supply. In these cases, the CLIENT must specify the approximate time of absence as well as the new address and contact telephone number for notification purposes, and in general, any possible event that directly or indirectly affects or may affect the services under this CONTRACT.
- The possible changes in contact persons or telephone numbers in the event that it is necessary to locate the CLIENT.
- Pipelines for water, electricity, gas, etc. appropriately to the technical service of SECURITAS DIRECT.

SECURITAS DIRECT will not be liable for the damages caused to the property and to the CLIENT's security system for not having provided the information indicated above.

e) Maintain the conditioning of the place under protection and of the security system to guarantee its safety and avoid false alarms. The CLIENT shall observe at all times that the security system is operational and that it is not exposed to abuse. The CLIENT will be liable for the damages caused to the system due to its improper use, and they shall pay the repair or reposition costs, if appropriate.

f) Maintain the confidentiality of all the information provided to SECURITAS DIRECT in relation to the execution of this CONTRACT (such as passwords, installation telephone numbers, contact persons, etc.), and will assume the liability derived from disclosure and the quality thereof.

g) Pay the price and amounts agreed in the Specific Conditions of this CONTRACT.

Failure to pay any of the terms agreed for the installation service will allow SECURITAS DIRECT to cancel the services in advance and claim the payment of all amounts pending payment. Such payment may be made by paying in full or by offsetting it, as applicable, with the return of the installed security system, provided that its disassembly and removal is carried out by qualified Securitas Direct personnel.

The non-payment of maintenance and operation service fees for alarm centres already due or in progress will allow SECURITAS DIRECT to suspend the acquired services and, in addition, it will provide them with the power to terminate the CONTRACT, without prejudice to the right of SECURITAS DIRECT to legally claim pay the amounts owed.

h) Provide SECURITAS DIRECT with a fixed telephone line, broadband, and a stable and permanent 220v AC power outlet. The economic cost caused by this power line and the electricity will be borne by the CLIENT.

## **6. CONTRACT TERM.**

This CONTRACT has an **initial term of TWO (2) YEARS**, and it will start from the date established as commencement date in the Specific Conditions or, failing that, from the date of installation of the security system. And, for these purposes, the end date will be understood as the last day of the corresponding month. Notwithstanding the foregoing, the CONTRACT for the provision of services will be tacitly extended for annual periods, unless either party duly notifies the other of its desire to terminate the CONTRACT thirty days before its expiration date (of the initial term or of any of the annual extensions). In any case, in the event that it is the CLIENT who wishes to terminate the contract during its initial duration or during any of the extensions of this contract, they must request the termination in writing and send documentation proving their identity.

In the event of updating the alarm system to the Verisure model, the initial term of the CONTRACT will be ONE year from the date stated in the Specific Conditions or, failing that, from the date of installation of the security system. For these purposes, the end date will be the last day of the corresponding month. Notwithstanding the foregoing, the CONTRACT for the provision of services will be tacitly extended for annual periods, unless either party duly notifies the other of its desire to terminate the CONTRACT thirty days before its expiration date (of the initial term or of any of the annual extensions).

In the event that the security system has been installed pursuant to an agreement with PromoCaixa S.A., the duration of the CONTRACT will be the one included in the corresponding offer.

In case of transfer(s) of the security system or change of ownership requested by the original client, the initial term of the CONTRACT will be counted from the date of installation of the security system at the initial home/address.

The terms referred to in this clause may be reduced if, during such terms, the CLIENT expresses their wish to terminate the contract in writing and send documentation proving their identity thirty days before the date on which they want the effective cessation of the provision of the services to occur. All this, without prejudice to the consequences that could be derived in each case for the CLIENT (for example, if the CLIENT has benefited from conditions subject to a minimum term).

## **7. MINIMUM TERM**

In the event that the CLIENT benefits from an "Advertising Campaign", linked or not to a specific pricing plan and/or to the application of certain discounts, the CLIENT shall be bound by this CONTRACT during the term fixed in the previous condition.

In the event that the CLIENT terminates the CONTRACT early, for any reason, they must pay SECURITAS DIRECT the amount corresponding to the amount received as "Advertising Campaign" specified in the Specific Conditions, calculated based on the time remaining until the end of the initial term of the CONTRACT.

## **8. WARRANTY**

The warranty period for the security system purchased from SECURITAS DIRECT and its installation is three years from the date of installation of the security system. This warranty includes: (i) any manufacturing defect of the security system that affects its correct operation; (ii) any defect in the execution of the installation that affects the correct operation of the system and, (iii) any defect in the software that prevents its correct operation or when its operation does not conform to the characteristics described in the offer. The warranty is limited to: (i) the repair or, if necessary, the replacement of the security system; (ii) the repair of the installation due to defects in the execution; and (iii) the maintenance or update of the software.

This warranty does not cover: (i) defects caused by wear and natural tear of the components and the safety system; (ii) incidents arising from improper or negligent use or handling of the installation, software or other components by the CLIENT or third parties not authorized by SECURITAS DIRECT, or from incorrect modifications or repairs and/or maintenance, abuse of the system of security, accidents, etc., that the CLIENT, or third parties on behalf of the client, or any other third party, carry out in the software or in the security system without the express consent of SECURITAS DIRECT; (iii) incidents whose origin is due to external or unrelated causes to SECURITAS DIRECT, such as surges in the network, lightnings and other atmospheric phenomena, theft, vandalism, fire or any other cause unrelated to the normal use of the security system; (iv) the security elements acquired by the CLIENT prior to signing this CONTRACT and connected to the security system installed by SECURITAS DIRECT or by third parties.

In relation to the security elements replaced or repaired based on this warranty, the warranty period will be the one established in the current legislation counted from the date of its corresponding replacement or repair.

The CLIENT shall notify SECURITAS DIRECT of the appearance of any faults or defects covered by this Warranty, with a sufficient description of the failure or defect detected as soon as the CLIENT becomes aware of it. In the event that the incident cannot be resolved through the CLIENT's indications to SECURITAS DIRECT, the latter will fix the fault or defect detected in the terms and period established in the "Maintenance service" section provided for in the second general condition.



## **9. INSTALLATION RIGHTS**

Due to the fact that rapid technological evolution makes control and communication systems obsolete, SECURITAS DIRECT will maintain ownership of the installed security system in order to update its software and its components, with the sole purpose of providing the most reliable and advanced security services. However, and without prejudice to the provisions of clause 5.i, SECURITAS DIRECT may transfer ownership of the installed security system to the CLIENT in the following cases:

- Once the provision of the services under this CONTRACT has been completed, as long as the payment obligations have been fulfilled.
- Prior to its completion, in the event that the CUSTOMER requests it reliably, and as long as the payment obligations have been met. In any case, the CLIENT will have to comply with the minimum-term established by contract, therefore, the transfer of ownership will not take place until the term is completed.

## **10. RETENTION OF TITLE**

In accordance with the provisions of clause 9 herein, THE CLIENT will not acquire full ownership of the security system acquired from SECURITAS DIRECT as long as the agreed price and the taxes or expenses that may be applicable at the time of billing are not paid in full.

As long as any amount due under this CONTRACT is pending payment, the CLIENT shall refrain from assigning, conveying or encumbering in any other way the rights derived or related to the security system in favour of third parties when there were amounts pending payment, until such amounts are paid in full.

In the event of insolvency, lien or any other obstacle, if the system installation service was not paid in full, the CLIENT shall communicate these events promptly to SECURITAS DIRECT so that they can exercise their rights as the owner of the materials. The CLIENT shall also pay the costs and expenses that said situation may cause.

## **11. HOLD HARMLESS AND SECURITAS DIRECT LIABILITIES**

SECURITAS DIRECT shall be exempt from all liability when the failure of the installed security system, especially the absence of a signal, has occurred as a result of the unavoidable action of a third party or as a result of the negligent action of the client themselves.

SECURITAS DIRECT will not be liable for the tampering, sabotage or any other act, whether physical or through the use of mechanisms capable of neutralizing them, by third parties against the security system that cause the system to not fulfil its

It will be understood that there has been tampering, sabotage or any other act, when the technical tests carried out and the history of the alarm's operation prove the correct operation of the security system prior to the tampering,

SECURITAS DIRECT will not be liable for inappropriate use made by the CLIENT, or for a use not in accordance with the conditions set forth in the CONTRACT, the regulations, morality, public order or good customs.

SECURITAS DIRECT will not be liable for the damages caused when, according to the information provided by the CLIENT for the elaboration of the Installation Project, such damages are unforeseeable (in accordance with the provisions of section 1.107 of the Spanish Civil Code) or when those fall on elements whose existence is unknown by SECURITAS DIRECT as it was not noticed by the CLIENT.

Damages caused to the person or property of the CLIENT will only be compensated if they have been caused directly by gross negligence or wilful misconduct of SECURITAS DIRECT.

SECURITAS DIRECT will not be liable for so-called indirect and/or consequential damages, including lost profits and loss of production.

Notwithstanding the foregoing, **SECURITAS DIRECT shall not be liable for any damages caused by the CLIENT not having followed the warnings and recommendations contained in these general conditions regarding the installed devices and, especially:**

- **In relation to the Zerovision Service** described in clause 2.F, the following exemptions from liability will apply:
- SECURITAS DIRECT will be held harmless in the event that the CLIENT or any third party suffers any damage to their person or property as a result of disregarding the recommendations contained in clause 2.F.
- SECURITAS DIRECT will not be liable for any expenses related to the cleaning of the premises and content of the property that the CLIENT or their insurance performs as a result of the activation of the Zerovision device.
- In the event of activation of the device, SECURITAS DIRECT will not be liable for the operation of any Zerovision fire-fighting smoke detector not owned by SECURITAS DIRECT. SECURITAS DIRECT will not be liable for the activation of firefighting systems not owned by SECURITAS DIRECT.
- SECURITAS DIRECT will not be liable for paying the costs generated by the possible mobilization of the emergency public services as a result of calls from third parties caused by the activation of the device.

In the event that the CLIENT confirms an intrusion and SECURITAS DIRECT proceeds to activate the Zerovision device, SECURITAS DIRECT will not be liable for any damages suffered by the CLIENT, or any third party, to their person or property.

## **12. CLIENT ACCEPTANCE TO THE LEVEL OF PROTECTION. HOLD SECURITAS DIRECT HARMLESS**

Works of art, cash and jewellery or goods of a similar nature are outside the scope of protection of the acquired security system. **Consequently, THE CLIENT shall hold SECURITAS DIRECT harmless from any damages resulting from the theft of said assets.**

## **13. LIMITATION OF SECURITAS DIRECT'S LIABILITY**

**In any case, the maximum liability of SECURITAS DIRECT will be limited to a maximum of 3 times the price of the annual maintenance and operation services paid by the CLIENT.**

When the provision of the service is less than one year, the maximum liability of SECURITAS DIRECT will be limited to the amount of the fees paid by the CLIENT in that period of time.

## **14. PRIVACY POLICY**

### **14.1. Who is responsible for the processing of your data?**

The organization responsible for processing your personal data is SECURITAS DIRECT, with tax ID (CIF) no. A-26106013, and registered office at calle Priégola nº 2, CP 28224 in Pozuelo de Alarcón (Madrid), Spain. For due compliance with data protection regulations, SECURITAS DIRECT has appointed a Data Protection Officer, who the CLIENT can contact through the email address [dpo@securitasdirect.es](mailto:dpo@securitasdirect.es).

### **14.2. How have we obtained your data?**

The personal data have been obtained directly from the CLIENT at the time of signing the contract. Subsequently, as a consequence of the contractual relationship and for the proper provision of the services, you can provide us with other data by other means (telephone conversations, chat, forms, email or postal mail) at any time. In this sense, the CLIENT guarantees that all the documents and data provided are their property or that they are authorized and entitled to assign them to SECURITAS DIRECT.

### **14.3. What type of data do we process?**

The personal data processed by SECURITAS DIRECT may correspond to any of the following categories:

- Data collected from the CLIENT: all data provided to fulfil the contract, or provided during the development of the contractual relationship:

- Identification/contact: name and surname, ID (DNI/NIE), full postal address, telephone number, email address, signature, image and voice.
- Personal characteristics: date of birth, sex, nationality, marital status, occupation.
- Economic and financial: account number, bank card number, income.
- Data generated during the contractual relationship.
  - Economic information: level of risk, billing status and credit history of the Service and other acquired products.
  - Transaction of goods and services: goods and services received and financial transactions.
  - Geolocation/location for the correct provision of services where this data is necessary and always in accordance with the data protection regulations.
  - Biometric data for the correct provision of services where this data is necessary and the CLIENT has been previously informed of it.
  - Characteristics and location of the house.
- Browsing data: the data obtained from your browsing through our web pages or mobile applications, and the browsing that you make in them: browsing history (visited pages and clicks on content), device ID, advertising ID, IP address), if you have accepted the use of cookies and similar technologies on your browsing devices.

The CLIENT may provide personal data of third parties (name, surnames and telephone number) so that they are part of the CLIENT's "action plan". These third parties are contact persons designated by the CLIENT that we may contact and inform about events related to the acquired Service (such as alarm activations, satisfaction surveys associated with the management of events). Before providing us with the data, the CLIENT is responsible for informing these third parties about: (i) the purposes of this data processing, (ii) that SECURITAS DIRECT may contact them to inform them that they are part of the action plan and the reasons why they may be contacted, and (iii) that they can exercise their data protection rights by contacting SECURITAS DIRECT in accordance with the provisions of this clause.

#### **14.4. For what purposes do we process the data and under what legal standing?**

SECURITAS DIRECT hereby informs you that the processing of your personal data has the following purposes:

1. **Management of your request for a Service offer.** Processing necessary based on the existence of a pre-contractual relationship, including risk analysis, with your consent, and that concludes with the signing of a contract for the provision of Services.
2. **Management of the contractual relationship.** Development, control and maintenance of the contractual relationship and for the execution and management of the operations that have been acquired with SECURITAS DIRECT, manage the signature on paper or even through electronic signature platforms (including the issuance of electronic

signature certificates), and for the procedures of contact, billing, collection and debt management, customer service (with the possibility of recording telephone calls), sending non-commercial information related to the contract, management of claims, and carrying out those procedures that are necessary for the correct provision of the services acquired by the CLIENT. Data processing necessary to maintain the contractual relationship that SECURITAS DIRECT has with the CLIENT.

3. **Time for payment.** In case of deferring payment of the security equipment, the personal data that is collected in the document "Deferred Payment Data" will be communicated to those financial entities or financial establishments to which SECURITAS DIRECT may assign, at any time, credit rights derived from this CONTRACT. This data may be communicated even before the effective assignment of the aforementioned credit rights, in order to allow the assignee entities to carry out a risk analysis, including the examination of the information and data contained in their own files, either directly or through any company of the business group to which they belong. Data processing necessary to maintain the contractual relationship that SECURITAS DIRECT has with the CLIENT. Additionally, they may expand or validate the information we have with information obtained from third-party companies, as long as they guarantee that they have sufficient legal standing to provide this type of service to SECURITAS DIRECT.
4. **Compliance with accounting, legal, fiscal and administrative obligations.** Data processing necessary for SECURITAS DIRECT to comply with the legal obligations that may derive from the contractual relationship with the CLIENT, and to detect, investigate and prevent fraud and attend to the exercise of data protection rights.
5. **Data processing of representatives and contact persons data.** Identify the people who represent the CLIENT or who intervene as a contact for the purposes of contracting. This data processing is only applicable in the event that the CLIENT is a legal person. Processing necessary to satisfy the legitimate interest of SECURITAS DIRECT, in accordance with section 19 of Organic Law 3/2018 on Data Protection and Guarantee of Digital Rights.
6. **Third party due diligence process.** Execute the due diligence processes that SECURITAS DIRECT has implemented in their relationships with third parties. Processing necessary to satisfy the legitimate interest of SECURITAS DIRECT in order to avoid fraudulent actions and risks when entering into contracts.
7. **Conducting customer surveys.** In order to be able to verify the quality of the SECURITAS DIRECT procedures, communications, treatment received, as well as of the products and/or services acquired, SECURITAS DIRECT will perform satisfaction and quality surveys among its customers. In order to improve procedures, SECURITAS DIRECT will ask customers on their level of satisfaction and thus be able to improve any procedure that requires improvement. The CLIENT may object to receiving this type of survey by SECURITAS DIRECT. Processing necessary to satisfy the legitimate interest of SECURITAS DIRECT. We inform you that the predominant interest of SECURITAS DIRECT in carrying out this data processing is to improve customer service procedures and update the product catalogue, processes and services, which allows

SECURITAS DIRECT to continue its economic activity and grow within its sector.

8. **Anonymisation and pseudonymisation processes for statistical purposes.** Process the information applying techniques of data anonymisation or pseudonymisation in order to process them for statistical purposes to get insights in relation to their behaviour. Processing necessary to satisfy the legitimate interest of SECURITAS DIRECT to get to know their customers better and take global actions around their catalogue of products and services.
9. **Delivery of commercial communications of similar and/or different products and/or services of SECURITAS DIRECT that are general or adapted to the CLIENT's profile.** Submission, both by ordinary and electronic means, of commercial information about products and services of SECURITAS DIRECT, similar or not to those that the CLIENT has already acquired. We hereby inform you that the main interest of SECURITAS DIRECT in carrying out this data processing is to maintain our relationship with the CLIENT by registering new products and improving the conditions of the products and/or services that they have acquired and offering information about similar or non-similar products and/or services that may be of interest to the CLIENT, which allows SECURITAS DIRECT to continue with its economic activity and grow within its sector. This data processing will only be carried out if the CLIENT consents to it.
10. **Processing of your data after the end of the contractual relationship** with SECURITAS DIRECT, so that SECURITAS DIRECT may send you communications both by ordinary and electronic means, in order to offer services, promotions of products and/or services similar to those acquired with SECURITAS DIRECT as long as your approval has been obtained. This data processing will only be carried out if the CLIENT consents to it.
11. **Processing of biometric data** (such as voice and fingerprint recognition systems). SECURITAS DIRECT will process this data solely to provide services or develop functionalities based on this type of data. This data processing will only be carried out if the CLIENT previously consents to it. SECURITAS DIRECT will inform the CLIENT of which services include this feature.
12. **Processing of personal data collected and those derived from the use and provision of the Service** individually, anonymously and/or in an aggregated way, and based on our legitimate interests, in order to verify that the service is being correctly provided, solve any technical incident, create propensity models based on the use of the service, as well as to make decisions aimed at improving the products and services offered by the company.
13. **Recording of the calls that SECURITAS DIRECT** makes or receives through the customer service telephone, in order to control their quality. In this sense, SECURITAS DIRECT informs that all the calls between the CLIENT, the people that are part of the action plan and SECURITAS DIRECT are recorded for security reasons, and also to measure the quality of the service and carry out both statistical and content analyses to understand the causes that motivate the calls and thus manage the incidents derived

from them. If the CLIENT continues with the call, they consent to its recording.

14. **Communicate your personal data to the entities of the Group** to which SECURITAS DIRECT belongs, for security reasons, to merge synergies and for statistics purposes. These entities are listed in <https://www.securitasdirect.es/empresa/historia>. The aim is to measure the quality of the service, unify synergies within the Group itself and carry out statistical analysis. We inform you that the predominant interest of SECURITAS DIRECT in carrying out this data processing is to improve the Group's internal procedures and update the product catalogue, processes and services, which allows SECURITAS DIRECT to continue its economic activity and grow within its sector.

#### **14.5. How does SECURITAS DIRECT obtain your consent?**

In the cases where it is necessary, as has been described previously, SECURITAS DIRECT will obtain your consent through the specific communications means used for these purposes it at all times, such as telephone calls, online forms, physical or digital contracts.

In any case, the CLIENT may revoke any of the consents granted by sending a notice by mail to [dpo@securitasdirect.es](mailto:dpo@securitasdirect.es), attaching a copy of their ID (DNI/NIF).

#### **14.6. How can you object to the processing of your data?**

The aforementioned personal data processing activities, protected by legitimate interest, do not constitute an impediment to the normal exercise of your rights and freedoms, and are considered common practices within the sector, so we understand that carrying out these processes does not violate your rights, freedoms, or expectations as a CLIENT. SECURITAS DIRECT shall use the least harmful means to carry out these data processing activities.

In the event that the CLIENT wants to object to the processing of their data in relation to completing surveys or receiving SECURITAS DIRECT product offers that may be based on their behaviour patterns, they may object by sending a notice to the email address [dpo@securitasdirect.es](mailto:dpo@securitasdirect.es).

#### **14.7. To whom do we communicate your data?**

In general, your data will not be communicated to third-party companies except (i) those data processors that provide services to SECURITAS DIRECT for the proper execution of the services required (including, but not limited to, companies that operate in the following sectors: technology, legal advice, marketing, multidisciplinary professional services, IT services, contact centres, and others), always under our express instructions and without at any time being able to use such data for their own purposes and/or unauthorized purposes; and (ii) to competent authorities and bodies, courts, or any other legitimate third parties in accordance with the applicable regulations.

Moreover, there are no provisions made regarding international transfers of your data, except in the case indicated above. In such case, if your personal data were to be transferred internationally as a result of the SECURITAS DIRECT relationship, such international transfer will be carried out in accordance with the applicable personal data protection regulations and, in particular, sufficient guarantees will be adopted to prove that the providers have a level comparable to the one required in the European Union.

#### **14.8. How long will we keep your data?**

Personal data will be kept as long as the CLIENT does not revoke their consent to its processing or until the purpose for which their personal data was collected is achieved. Subsequently, SECURITAS DIRECT will keep the personal data, duly blocked, during the limitation period of the actions that may arise from the relationship maintained with the CLIENT. In any case, we hereby inform you that SECURITAS DIRECT has established internal data debugging policies aimed at controlling the retention periods of personal data in its possession.

#### **14.9. What are your rights?**

The data protection regulations grant you a series of rights related to your personal data that the CLIENT may exercise during the processing thereof. These are the rights of access, rectification, portability, data processing limitation, deletion, objection.

In addition, the CLIENT has the right to file a claim with the control authority. In Spain, such entity is the Spanish Data Protection Agency.

The exercise of these rights may be made directly or through a duly identified legal representative and by postal or electronic means, through the contact information indicated at the beginning of this clause. Such application should have a copy of your ID (DNI) to be able to confirm your identity as the owner of the data on which you are making the request.

#### **14.10. How will SECURITAS DIRECT maintain the confidentiality of the CLIENT's personal data?**

SECURITAS DIRECT shall maintain the confidentiality of the personal data of the CLIENT that it obtains for the provision of the Service and shall implement the appropriate technological measures to guarantee the security of the personal data of its clients.

#### **14.11. How do we treat the images and/or sounds obtained through the security system when the equipment incorporates video and/or photodetection systems?**

##### **14.11.1 When SECURITAS DIRECT verifies an alarm activation.**

Through its AMC, SECURITAS DIRECT will capture and record images and/or sounds through the security devices installed in the CLIENT premises under protection (both indoors and outdoors), in accordance with the Regulation on



Private Security, and it will verify the alarm activations received through all the technical means at its disposal, and once said verification has been exhausted, if applicable, the images and/or sound obtained as a result of the alarm activation will be transmitted to the competent police or judicial authority, if they so require. or when such an obligation is established in the legislation. In addition to the images corresponding to the alarm activation, the images and/or sounds to be processed will have images of some moments before and after the event, in such a way that the verification can be carried out in the best possible way. Therefore, SECURITAS DIRECT will only be able to access the images recorded by the cameras installed if an alarm activation has previously been registered from the installed security system, and it will only be able to view the images that come from the cameras where the intrusion devices activated are located.

However, in accordance with the Regulation on Private Security, whether the system is armed (totally or partially) or disarmed, and provided that at least one alarm activation is previously registered in the AMC for intrusion (detectors that don't capture image and/or sound), robbery, duress, SOS, sabotage or fire, in order to improve the verification of alarm incidents and the response to them, the owner of this security service expressly consents to SECURITAS DIRECT viewing and/or listening to any camera installed and integrated into the property's security system.

SECURITAS DIRECT will be in charge of the management of the video surveillance file system with access to the images and/or sounds of the CLIENT. By virtue of this, the recording, reproduction and processing of the images and/or sounds generated due to alarm activations through the SECURITAS DIRECT AMC will not be considered an illegitimate interference with the CLIENT's right to honour, personal privacy and image, as it will be performed to provide the acquired service and verify a possible intrusion.

The CLIENT may only have access to information on any incident or recording made due to an alarm activation by sending a written request, which must include the identity of the contract holder, accompanied by a photocopy of their ID (DNI, CIF, NIE) or valid passport, as well as the date, time and place where the recording presumably took place.

SECURITAS DIRECT will keep the recordings obtained as a result of the alarm activations generated by the installed security system, and will comply with the preservation, disablement and destruction obligations as stipulated in the security regulations as well as the data protection regulations in force at all times.

#### **14.11.2 Alarm activations outside the range of verification.**

The capture and recording of images and/or sounds by the CLIENT in their domestic, home, family or similar space will not be subject to the data protection regulations.

Notwithstanding the foregoing, if the CLIENT, through the use of images and/or sounds obtained, exceeds said range (such as with outdoor cameras), the CLIENT shall comply with the obligations and considerations that may arise for this purpose as the person responsible for such data, in accordance with the provisions of the applicable regulations. These obligations and considerations appear on the website of the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)), as well as on the

SECURITAS DIRECT website in the client area. The CLIENT shall be liable to SECURITAS DIRECT for the damages that it may suffer as a result of any misuse that the CLIENT makes of the images and/or sounds that they collect through the devices installed in their home when the alarm system is not connected.

**14.12 CLIENT data processing if the telemedicine service provided by GADACA SALUD, S.L. was acquired by the CLIENT(HOMEDOCTOR).**

With a legitimate basis based on the correct development and fulfilment of the contractual relationship between the parties (CLIENT-HOMEDOCTOR-SECURITAS DIRECT), SECURITAS DIRECT will provide the following CLIENT personal data to HOMEDOCTOR: name and surname, tax ID (CIF/NIF) number, telephone number, email address and billing period. With this data, HOMEDOCTOR will issue the corresponding invoice associated with the service provided in the name of the CLIENT. SECURITAS DIRECT will not transfer this information to any other third party and it will be kept in accordance with the data retention policies of SECURITAS DIRECT. SECURITAS DIRECT will not have access, at any time, to any personal data or information related to health that the CLIENT provides to HOMEDOCTOR. If the CLIENT requests the cancellation of the service provided by SECURITAS DIRECT, such cancellation will imply automatic termination of the service provided by HOMEDOCTOR. To exercise data protection rights, make inquiries regarding the processing of your personal data or contact the data protection regulator, the CLIENT may follow the steps indicated in this clause. The CLIENT may consult more information in the HOMEDOCTOR General Conditions.

**15. RIGHT OF WITHDRAWAL**

The CLIENT has the right to withdraw from this CONTRACT within a period of 14 calendar days since entering into the contract without providing a motive. To exercise the right of withdrawal, the CLIENT must notify SECURITAS DIRECT of their decision to withdraw from the contract with a clear statement via letter sent by post to the address: "C/Priégola nº 2, 28224, Pozuelo de Alarcón, Madrid", by fax to the number: 912 114 981 or by email to the address: [securitasdirect@securitasdirect.es](mailto:securitasdirect@securitasdirect.es). For the letter, the CLIENT will have the withdrawal form model at their disposal on the website [https://www.securitasdirect.es/sites/default/files/modelo\\_desistimiento.pdf](https://www.securitasdirect.es/sites/default/files/modelo_desistimiento.pdf), for download, completion and delivery by any of the means mentioned above. In order to comply with the available term to exercise the withdrawal right, it will be sufficient that the communication regarding the exercise of your right be sent before the corresponding term expires.

In case of withdrawal from the contract by the CLIENT, SECURITAS DIRECT will return the amount paid by the CLIENT to date. SECURITAS DIRECT may withhold the reimbursement until the CLIENT returns all the products that make up the installed alarm service or, where appropriate, allow access to authorized SECURITAS DIRECT personnel for the disassembly and removal of the products from the premises subject to the CLIENT's protection. The pick-up of the installed products will be carried out on behalf of SECURITAS DIRECT. The CLIENT is the sole responsible for the decrease in value of the products resulting from the

unnecessary handling of the products other than the one needed to establish their nature, characteristics and operation.

The CLIENT shall pay the amount proportional to the part of the service already provided at the time the withdrawal is communicated, in relation to the subject matter of the CONTRACT.

## **16. CONTRACT TERMINATION**

Any of the parties may terminate this CONTRACT through reliable notification and for the legally established causes. To exercise this right, the CLIENT must prove their identity as the holder of the CONTRACT.

The CLIENT shall abide by the provisions of Clause 6 herein when requesting termination of the contract voluntarily, without any cause.

Without prejudice to any other breaches of the CLIENT that could motivate the termination of the CONTRACT by SECURITAS DIRECT in accordance with the provisions of this clause, the following scenarios will be considered sufficient cause to request the termination of the CONTRACT by SECURITAS DIRECT:

a) The CLIENT fails to comply with its payment undertakings, in the terms and deadlines agreed in this contract. The delay in pending payments under this contract will accrue an annual interest rate equivalent to Euribor, or an equivalent index that replaces it, plus two (2) points during the entire time until effective payment. In addition to the right to terminate the CONTRACT, the delay in the payment of the price of the CONTRACT will cause the suspension of the acquired services, without prejudice to the right of SECURITAS DIRECT to legally claim the amounts owed.

b) If the CLIENT makes changes to the security system and/or to the place to be protected, in such a way that said changes affect the effectiveness or reliability of the installed security systems.

c) If the CLIENT refuses to incorporate into its security system the modifications or technical recommendations made by SECURITAS DIRECT to guarantee an adequate connection to the SECURITAS DIRECT Alarm Monitoring Centre.

d) If the CLIENT, making use of the security system, causes damages and/or harm to third parties.

e) In the event of a change in the circumstances or optimal conditions for the correct provision of the service by SECURITAS DIRECT.

f) In the event that the client does not comply with the obligations of clause 5 herein or exercises a conduct that prevents the correct provision of the service and the execution of the contract in the agreed terms.

In case of termination of the CONTRACT due to any of the previously described breaches of the CLIENT the CLIENT shall pay SECURITAS DIRECT: (i) the price of the services already performed or in progress at the date of receipt of the termination communication and, if applicable, the price of the installation service; (ii) all duly accredited damages suffered by SECURITAS DIRECT and arising from the breach or termination.

Likewise, the termination of the CONTRACT for any reason will empower SECURITAS DIRECT to require the CLIENT to remove all external badges or deterrents.

In no case will the termination of the CONTRACT exempt the CLIENT from its payment obligations to SECURITAS DIRECT and from the minimum term condition under any concept.

## **17. AMENDMENTS**

Due to the fact that the services described in this CONTRACT are subject to special regulations and they require adaptation to the constant security technological development, these conditions may be amended to continue fulfilling the purpose for which the Services were acquired.

In the event of changes to the CONTRACT, SECURITAS DIRECT will communicate them in writing through any of the following means: SMS, email, letter, website, etc. with a period of 30 days prior to the entry into force. The CLIENT may see such amendments on the website [www.securitasdirect.es](http://www.securitasdirect.es). The CLIENT may terminate the CONTRACT in case of disagreement with such amendments by communicating in writing to SECURITAS DIRECT their decision to terminate, before the amendments' entry into force. If the CLIENT continues using the service after the indicated period has elapsed, the new conditions of the CONTRACT will be considered accepted.

If there are substantial modifications or changes to the security system, both parties agree to enter into or be bound by a new CONTRACT, and consent may be given electronically. For this purpose, the address of SECURITAS DIRECT will be the one provided by SECURITAS DIRECT and the CLIENT's address will be the one included in APPENDIX II ("ACTION PLAN. ALARM MONITORING CENTRE OPERATION SERVICE CONDITIONS") of this CONTRACT for the purpose of communications with SECURITAS DIRECT.

## **18. ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

The CLIENT may assign their status in this CONTRACT without having obtained the prior written acceptance of SECURITAS DIRECT.

By signing this CONTRACT, the CLIENT authorizes SECURITAS DIRECT to totally or partially assign the rights and obligations that it holds hereunder, as long as the

guarantees granted to the CLIENT are not reduced and by notifying the CLIENT in writing. In particular, SECURITAS DIRECT may assign the credit rights of the security system price amount that was acquired from SECURITAS DIRECT and is pending payment, as described in the Specific Conditions.

## **19. REFERENCES AND FEATURES OF THE PRIVATE SECURITY REGULATION IN RELATION TO THE ACQUIRED SERVICES**

The CLIENT is hereby informed that they shall keep all the documentation that SECURITAS DIRECT has delivered to them by virtue of the signing of this CONTRACT and have it available to show it, both to SECURITAS DIRECT as well as to the Law Enforcement Forces and Agencies in case it is required during an inspection and the execution of their control functions.

In order to comply with the collaboration duty of the Security Companies with the Law Enforcement Forces and Agencies, the CLIENT is hereby informed that any data contained in this CONTRACT, as well as the images and/or sounds obtained for the provision of the subscribed security service, may be provided without their prior consent to the Law Enforcement Forces and Agencies and the competent Judicial Authorities when required in the cases provided for in the corresponding Legislation.

The CLIENT is hereby informed that by entering into this CONTRACT, they are subject to the provisions of the existing regulation on private security, specifically, to the obligations and duties that they have acquired after having signed a security services contract, especially to the obligation to diligently use the security system, thereby avoiding causing an unjustified intervention by the Law Enforcement Forces and Agencies.

**CERTIFICATE OF INSTALLATION AND CONNECTION OF THE SECURITY SYSTEM.**  
Once the installation and connection of the security system to the Alarm Centre has been carried out, SECURITAS DIRECT will deliver to the CLIENT the Installation and Connection Certificate pursuant to the Private Security Regulations. This certificate proves that SECURITAS DIRECT has carried out the necessary checks on the security system described in the Installation Project, and that all checks were positive, thereby ensuring that the preventive and protective purpose for which the system was installed is fulfilled.

**COMMUNICATION OF THE SECURITY SERVICES CONTRACT**  
SECURITAS DIRECT will report this Security Services CONTRACT to the Ministry of the Interior in the form and manner determined by current private security regulations.

**VALIDATION OF THE INSTALLED SECURITY SYSTEM**  
For the purposes of the regulations on private security, a security system will be understood as the set of electronic devices, or devices against theft and intrusion, or for the protection of people and property, whose activation is likely to produce police intervention.

The CLIENT is hereby informed that the security system has been connected to the SECURITAS DIRECT Alarm Centre in accordance with the service and conditions subscribed by them hereunder, and that the security system has the following characteristics:

- a) It has a sufficient number of protection elements that allow the monitoring centre to differentiate the signals produced by an intrusion or attack from those triggered by other causes.
- b) It has the technology that allows bidirectional access from the alarm monitoring centre to the systems connected to it.

## **20. CONTRACT EXECUTION**

A) The Parties agree to the execution of this CONTRACT electronically with the assistance of a trusted third party in accordance with the provisions of section 25 of Act 34/2002, on E-Commerce and Information Society Services (LSSI).

The trusted third-party generates and keep supporting evidence of both the prior delivery of the pre-contractual information and the declaration of will of the person who accepts the conditions set forth by SECURITAS DIRECT.

After the execution, the third-party intermediary will send the participants a certificate accrediting the agreement. Any of them may display or provide the certificate for the purpose of accrediting the existence and content of the CONTRACT.

The delivery to the CLIENT of the copy of the CONTRACT will be made by the third-party intermediary by email or, failing that, by post.

For all of the above, SECURITAS DIRECT ensures compliance with the obligations regarding the protection of personal data.

B) For the provision of the rest of the private security services that SECURITAS DIRECT provides within the scope of the second provision, the parties will use an electronic signature collection system by SECURITAS DIRECT. For these purposes, the parties agree that the electronic signature is a valid means of proof of the execution of this CONTRACT.

SECURITAS DIRECT guarantees that the CLIENT's electronic signature will be processed for the aforementioned purpose of proving the existence and execution of the contractual relationship and that it will not be used for other purposes.

The CLIENT hereby agrees to the use of the electronic system for collecting signatures, and with this clause authorizes, in an irrevocable manner, the natural person with full capacity to act who receives SECURITAS DIRECT personnel in the place subject to protection to sign any document referring to the provision of the services under this CONTRACT. Such person, after verifying that the checks and tests carried out in the security system have been satisfactorily resolved, must sign in the electronic signature collection system. The CLIENT acknowledges having been informed that objecting to the use of this means of proof implies the inability of entering into and/or executing this CONTRACT.

## **21. NOTICES**

If notices between the Parties are required as a consequence of the execution and/or performance of this CONTRACT, the Parties hereby agree that such notices will be made either by postal or electronic means to the postal or electronic addresses and with the number phone number listed below:

On behalf of the CLIENT:

The data provided in the Specific Conditions of the CONTRACT.

The telephone number(s) and email address included in APPENDIX II: ("ACTION PLAN").

On behalf of SECURITAS DIRECT:

The data provided in the Specific Conditions of the CONTRACT.

Electronic address: securitasdirect@securitasdirect.es.

The address lopd@securitasdirect.es is provided solely for the exercise of ARCO Rights.

If any of the parties changes their postal or electronic address or mobile phone number during the term of this CONTRACT, they shall notify the other party the new addresses and/or mobile phone number. The party that fails to comply with this requirement shall assume any legal consequences derived from such breach.

## **22. APPLICABLE LAW AND JURISDICTION.**

For any dispute that may arise as a result of this CONTRACT, both parties agree to submit to Spanish General Civil Law and the Private Security regulations in force in Spain.

In the event of any type of conflict or controversy, the Parties will submit to the provisions of the Spanish legislation applicable at all times.