



Qeeps Terms And Conditions

AGREEMENT made as of the date indicated above hereof and between VEMOTION INTERACTIVE LIMITED of Teleware House, York Road, Thirsk, YO7 3BX, United Kingdom, and English company registered number 5147642 (hereinafter called "the Company") and the Subscriber indicated above (hereinafter called "Subscriber").

In consideration of the mutual promises and covenants hereinafter specified, and for other good and valuable consideration, the parties hereto do, for themselves, their successors, and assigns mutually agree as follows including Part 2 (Terms of Use) and Part 3 (Privacy Policy):

1. The customer understands that the Company is in the business of providing telephonic monitoring management and viewing services for customers who have electronic surveillance and recording systems and compatible controllable devices at their places of business, homes, etc. The customer understands that the Company must know and have on record basic information about the customer's system. The customer also acknowledges that he has completed the portion of this contract which calls for that information, and the Company, in performing its obligations under this contract, will rely on the information given by the customer.
2. Subscriber hereby represents that it has contracted, or is about to contract, with installer for the installation of an electronic surveillance and recording system at premises owned or occupied by subscriber and in connection with such installation has also requested monitoring and alerting service of said system. Installer and Subscriber have entered into an agreement whereby the Installer will provide monitoring and alerting services for the Subscriber consisting of the following:
 - a. Availability of live video from cameras installed by Installer and approved and accepted by the Qeeps™ system directly to a compatible and properly working approved mobile devices using streaming telephony:
 - b. Notification to the Subscribers elected devices in the form and sequence requested that an alarm condition has occurred, if requested including access to recorded events triggered by such alarm condition:
 - c. such other services as may be agreed upon by the parties;
3. The parties agree that the Company's sole obligation under this agreement shall be to monitor availability of the electronic surveillance and recording system located on Subscriber's premises and to treat non-availability as an alarm condition as described in (b) above. The Company upon receipt of an alarm condition shall make every reasonable effort to transmit notification to the elected devices in the form and sequence requested unless there is just cause to assume that an emergency condition does not exist or until a maximum number of alerts as governed by the parameter settings on the Subscribers system.
4. The Company upon receipt of a request from an approved mobile device shall make every reasonable effort to ensure that live video from the cameras installed is available provided that the equipment at the Subscribers location and the telephony services to the approved mobile devices and the internet connections to the premises are fully operative.
5. The Company shall make every reasonable effort to assist the Subscriber should the Subscriber request assistance with the operation of the system by telephoning the Qeeps Customer Support line on the understanding that support is chargeable.
6. Subscriber at all times has responsibility to set the alarm system carefully and properly at such times as the Subscriber intends. Subscriber shall carefully and properly test the alarm system prior to each period he requires and shall immediately report to the Company and the Installer any claimed inadequacy or failure of the system.
7. The customer acknowledges that the electronic surveillance and recording system is owned by him and all responsibility for maintenance, repair, condition, functioning, service, replacement or insurance of the system are the responsibility of the customer and not of the Company.
8. Customer understands that the signals from the electronic surveillance and recording system that the Company will monitor are transmitted over normal Internet services. Customer understands that the signals from the Company to the approved mobile devices are transmitted over mobile telephony services. Customer also understands that the Company cannot be responsible for any monitoring or transmissions during periods when any of customer's or the Company's telephone lines, Internet connectivity or mobile telephony services are not working.
9. The Company can also not be responsible for losses or damages suffered by a customer caused by:
 - a. Defects or deficiencies in the electronic surveillance and recording system owned by the customer.
 - b. Delay in response time or failure to respond by any person or authority notified by the Company according to customer's instructions in this contract.
8. This agreement shall continue for as long as the Subscriber contracts with the Company for the performance of monitoring services for Subscriber according to the tariff selected. In the event that Subscriber notifies the Company of termination of service for any reason or in the event that the Installer or Subscriber fails or refuses to make payment for services furnished or to be furnished to the Subscriber then the Company will cease this agreement and all the Company's responsibilities hereunder shall come to an end as of the date of such notification. This agreement may also be suspended at the Company's option should the equipment or the premises of Subscriber become so substantially disabled or damaged that further service is impracticable, or if the rendering of such service is not possible by reason of strike, riots, floods, fires, interruption of telephone communication service, act of God, or any other cause beyond the control of the Company.

9. IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT COMPANY IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON ANY SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER: THAT THE COMPANY IS BEING PAID TO MONITOR A SYSTEM DESIGNED TO REDUCE CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY THE COMPANY ARE NOT SUFFICIENT TO GUARANTY THAT NO LOSS WILL OCCUR. THE COMPANY IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES WHICH MAY OCCUR EVEN IF DUE TO COMPANY'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT THE COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM INSTALLED BY THE INSTALLER OR SERVICE SUPPLIED BY THE COMPANY MAY NOT BE COMPROMISED OR THAT THE SERVICES WILL IN ALL CASES PROVIDE THE MONITORING OR SURVEILLANCE FOR WHICH IT IS INTENDED. SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARIE DUE TO THE FAILURE OF SERVICES PROVIDED IF, NOTWITHSTANDING THE ABOVE PROVISIONS, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF THE COMPANY, SUCH LIABILITY SHALL BE LIMITED TO ONE HUNDRED AND FIFTY G.B. POUNDS. THIS SUM SHALL BE THE COMPLETE LIMIT OF THE COMPANY'S LIABILITY AND SHALL NOT BE DEEMED AS A PENALTY. IN THE EVENT THE SUBSCRIBER WISHES THE COMPANY TO ASSUME A GREATER OR HIGHER LIMITATION OF LIABILITY, THE SUBSCRIBER MAY AS A MATTER OF RIGHT, OBTAIN FROM THE COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONED TO THE INCREASE IN DAMAGES, BUT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO OLD THE COMPANY AS AN INSURER.

SUBSCRIBER AGREES TO AND SHALL INDEMNIFY AND SAVE HARMLESS THE COMPANY, ITS EMPLOYEES AND AGENTS, FOR AND AGAINST ALL THIRD PARTY CLAIMS, LAWSUITS, AND LOSSES ALLEGED TO BE CAUSED BY COMPANY'S PERFORMANCE, NEGLIGENT PERFORMANCE, OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

10. It is understood and agreed by and between the parties hereto, that if there is and conflict between this contract and Subscriber's purchase order or any other document, this contract will govern.

11. This agreement may not be assigned by the Subscriber, except upon the written consent of the Company first obtained.

12. The parties specifically agree that any notices required to be given under this agreement shall be made in writing and sent to the address of each party indicated herein, or such other address as from time to time may be known by either party, that this agreement contains the entire understanding between the parties and may only be altered or modified by writing signed by the parties: that this agreement shall not be assignable except upon the express written consent of the Company: and that this agreement, in all respects, shall be governed and construed solely under the laws of the England and Wales.
