

General conditions and terms of service Egardia

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Article 1 - Definitions

In these conditions, the following definitions apply:

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

Article 2 - Applicability

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



Article 3 - Security service

1. The security service enables you to receive alarm messages by email, telephone or text message. Additionally, the security service enables you to view your house through a camera and make recordings. The nature of the alarm messages you may receive depends on the equipment and accessories installed by you. The alarm system only offers the possibility to generate alarm messages based on detected movement, a door or window contact that is broken, detected smoke, detected broken glass of a window or door or a detected leak.
2. In order to use the security service, you have to:
 - a. Meet the system requirements which are shown on the website;
 - b. Install the alarm system and the camera according to the installation manual; and
 - c. Register for the security service in accordance with article 5 of these conditions.

Article 4 - Restrictions on use

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

Article 5 - Conclusion of the contract

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

Article 6 - Right to withdraw

1. In the EU you have the right to withdraw from your contract within 14 days without giving any reason. The withdrawal period for products will expire after 14 days from the day the contract has been concluded.
2. To exercise the right of withdrawal, you must inform us (Egardia, Kleine Landtong 19, 4201 HL Gorinchem, The Netherlands, support@egardia.com, 0031 88 383 88 88) of your decision to withdraw from your contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the [Egardia withdrawal form](#), but it is not obligatory.
3. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired. If you withdraw from your contract, we shall reimburse to you all payments received from you, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from your contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.



4. You are only liable for any diminished value of the products resulting from handling the products, which goes beyond what is necessary to determine the nature, characteristics and functioning of the products.
5. If you requested to begin the performance of service during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Article 7 - Exceptions from the right to withdraw

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

Article 8 - Duration of the contract

1. You enter into the contract with us for an indefinite period with a minimum period of 1 calendar month.
2. It is possible to cancel the contract at any time provided that you observe a notice period of 1 calendar month and inform us of the cancellation in writing or by email.
3. If you have paid for the security service in advance through prepaid, you automatically opted for a contract period until the end of the current year, the end of the following year or the end of the year after that. You will receive no refund if you have already started using the security service.

Article 9 - Prices and payment

1. For the supply of the security service, you pay a monthly amount in Euro per alarm system for which you activate the security service, plus an additional monthly amount in Euro per 4 cameras (if this is applicable to you). The monthly fee you pay is determined on the basis of the applicable list of rates which has been included on the website at the time the contract is concluded between you and us.
2. It is possible that, for the use of the parts of the security service, you have to pay an amount per text message you send within the context of the security service. Your mobile telephone provider may charge additional expenses for sending a text message. Ask your own mobile telephone provider for its text message rates.
3. We may unilaterally change the monthly fee for the security service. If we increase the fee, we will inform you by email 1 month in advance. You subsequently have the right to cancel the contract as from the date on which the changed fee comes into effect for you. If you do not cancel the contract, you accept the changed fee.
4. We collect the monthly fee at the start of each calendar month on the basis of the direct debit mandate which you issued when concluding the contract.
5. If we cannot collect the monthly fee from you, you automatically default in paying your monthly fee for the security service without us having to give you written notice of default for this. You subsequently owe us a fee for the reasonable collection costs incurred by us. In that case, we are also entitled to your payment of the statutory interest on your total debt to us from the date on which payment should have been made until the date the amount due has been received.
6. We are entitled to suspend the supply of the security service or to dissolve the contract for the security service if you default in paying.



7. You can pay the security services by monthly direct debit (SEPA) or by prepaid. You will not be refunded the purchase price of a right to the security service if you have already started using the security service.
8. The payments for the security service can be made by monthly direct debit. When registering your alarm system, you grant your permission for a monthly SEPA direct debit.

SEPA payment details Egardia B.V.

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

Creditor: Egardia B.V.

Bank: ABN AMRO Netherlands

IBAN: NL26ABNA0470628863

BIC: ABNANL2A

Creditor ID number: NL47ZZZ511140030000

9. You can also pay for the Egardia security services through a prepaid payment. The following payment methods are at your disposal (depends on the country of delivery):
 - a. Creditcard (Visa, MasterCard, Carte Bleue and American Express). You can safely enter your credit card information via our secure SSL procedure.
 - b. Bancontact/Mister Cash. You pay in your trusted online banking environment, based on the specific security methods of your own bank.
 - c. Maestro. If your payment card is activated for Maestro by your bank, you can pay your order online.
 - d. DIRECTebanking/Sofortüberweisung. With DIRECTebanking/ Sofortüberweisung you can arrange a direct payment of your order with an online bank transfer.
 - e. PayPal. You can pay your order securely with your PayPal account.
 - f. Bank transfer. You can transfer the total amount of your order on the bank account of our payment partner Docdata citing the Docdata reference number and the Egardia order number. The order and bank details will be sent to you by email. Once your payment is received correctly, we will process the order. It takes about 2-4 business days before we can process a bank transfer. After this the applicable delivery times apply. The correct bank details are always sent to you by e-mail.

Article 10 - Security of the website

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

Article 11 - Guarantee restrictions and limitation of liability

1. We do not guarantee that the security service is error-free or constantly available.

2. Prior to the supply of the security service, We do not carry out an inspection of your house or your household contents nor receive information about this from you. Therefore, we cannot determine whether and to what extent the security service offers an adequate security of your house and household contents. You yourself are responsible for an adequate security of your house and household contents. We are not liable for any damage suffered by you as a result of the absence thereof.
3. You yourself are responsible for adequately insuring your house and household contents against damage, theft or loss. You may not attach any significance to any statement from us that the use of the security service renders adequate insurance superfluous.
4. We do not have a security certificate nor any other certificate which is usually used to guarantee the quality of (the installation of) a burglar alarm product. Nor does the security service offer the quality of a professionally installed alarm system that automatically sends notifications to a certified alarm centre.
5. Unless this article expressly provides otherwise, we are not liable for any damage suffered by you within the framework of the contract.
6. We are not liable for any damage suffered by you, including damage resulting from the damage or destruction of your house or your household contents, which you suffered as a result of:
 - a. Not keeping the information you entered on the website up-to-date;
 - b. Not receiving alarm messages or receiving delayed alarm messages because the telecommunication infrastructure used for transmitting signals within the context of the security service is unavailable;
 - c. A faulty installation of the alarm system;
 - d. The non-functioning of the alarm system or the security service resulting from damage caused by burglary, leakage or fire in your house;
 - e. Using the security service in violation of the contract.
7. We are liable for any death or physical injury that can be attributed to us up to a maximum of € 200,000.00 per event.
8. If the damage suffered by you is a direct consequence of the wilful misconduct or gross negligence of our employees, no limitation of liability applies.

Article 12 - Our services

1. We offer support in case of errors and user questions which arise when you use the security service. For this, you can visit the website or contact our customer service by email or telephone on working days from 9.00 a.m. to 5.00 p.m.
2. We will make every commercial effort to forward any alarm messages as referred to in article 3.1 to you or the contact person designated by you by text message, email or by telephone.

Article 13 - Your responsibility

1. You have to ensure that:
 - a. The alarm system and/or the camera is fully functional and is not modified in violation with the installation manual;
 - b. The broadband internet service connected with the alarm system and/or camera is working and that the settings of your modem, router or firewall have not been set so as to block communication between the gateway and us;
 - c. You have informed your contact person beforehand about their appointment as contact person and instructed them about the use of the security service;
 - d. You remove a contact person if we have received a complaint about this contact person.



Article 14 - Data protection

1. The personal information of you and your contact person which we process within the context of the security service are processed by us in accordance with our privacy statement. You can always find the latest version of the privacy statement on the website.
2. Additionally, as regards the security service, we will not use any data about alarm messages and the sending thereof to you or your contact person for any purpose other than for the supply of the security service or for the detection of any use of the security service that is contrary to these conditions.

Article 15 - Complaints procedure

1. We provide for a complaints procedure that has been given sufficient publicity and will deal with a complaint in accordance with this complaints procedure.
2. Complaints about the execution of the contract must be submitted to us without delay, in their entirety and clearly defined, after you have discovered the defects.
3. A reply to complaints submitted to us will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, we will reply within the period of 14 days, confirming receipt and indicating when you can expect a more elaborate reply.
4. If the complaint cannot be solved by mutual consultation, a dispute shall arise which we try to solve quickly and efficiently. If mutual consultation does not result in a solution, disputes will be brought before the competent court within the Netherlands, unless otherwise required by mandatory national or international law. The contract is governed by Dutch law.

Article 16 - Additional or different stipulations

Additional stipulations or stipulations that differ from these general terms and conditions may not be detrimental to you and should be recorded in writing, or in such a way that you can store them in an accessible manner.

Article 17 - Change of conditions

We reserve the right to unilaterally change these conditions. Changes will be posted on the website. We will inform you of any changes to the conditions no later than 1 month in advance, unless it is reasonably impossible for us to observe this period. If the changes negatively influences the quality or content of the security service for you, you may cancel the contract in writing or by email as from the date on which the amendment takes effect. If you do not cancel the contract, you accept the changed conditions.

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