

# Harvest Alarms Limited

## *Conditions of Service* *Indemnity Agreement*

### **ALARMS**

For alarm messages we recommend that you choose a combination of voice messages (to landline phones) as well as texts to Vodafone and Spark cellphones to cover all bases.

### **SYSTEM FAULTS**

Our system is set up to page our computer support team after hours if there are major systems failures here at Harvest but even that could fail so please call us in the night if you think our total system has not been working for more than 90 minutes. You can see this by viewing multiple units around the country.

The after hours cell phone numbers are kept up to date on our office after hours phone message.

We have dual data paths to our servers (two separate fibre optic cables) to give the best possible reliability. However, no matter how hard we try it is still possible for our systems to fail. We are very dependent on Spark, Vodafone and Microsoft like most businesses.

The Harvest designed equipment used for remote monitoring, controlling, and communications contains complex microcomputer and other electronic devices as well as software programs. It is possible for this equipment to fail or lock up unexpectedly resulting in incorrect operation.

We have a fire and earthquake resistant computer room complete with backup computers and generator to offer the best security we can. We cannot afford to get insurance to cover the hundreds of millions of dollars worth of assets which use our system.

**So while we do our very best, please understand that we cannot be held liable for any loss you suffer if the system fails.**

**Our lawyer had us add the following which he claims is "Plain English":**

*The Services are provided to you by us on an "as is" and "as available" basis, and your use of them is at your own risk. We do not promise that they will be secure, reliable, free of defects, errors or viruses or always available (including at a certain speed), or that all problems can or will be corrected. This is in part because of the reliance on software, systems and networks that are not owned or controlled by us.*

*Sometimes the Services will be unavailable or your use will be limited because of maintenance or other work that is being undertaken.*

*All express and implied warranties, representations and conditions in relation to the Services are excluded to the fullest extent permitted by law, including any warranties as to non-infringement, satisfactory quality or fitness for a particular purpose.*

### **For Business Customers**

*You represent to us that your access and use of the Services is for the purposes of a business and so you agree that the guarantees and remedies provided in the Consumer Guarantees Act 1993 do not apply to the Services.*

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## **MONITORING COSTS**

The monthly monitoring charges cover extensive support, cellular or satellite data charges from the system to our servers, alarm messaging charges and website costs. The monitoring fee is to be paid by one annual payment in advance.

**By paying the monitoring charges you agree to accept these terms and conditions. If you do not accept these terms and conditions please call us to arrange for termination of service. Non payment of the monitoring charges will result in disconnection.**