

Terms and Conditions

By purchasing products and services from SPLASH Monitoring Limited or by using any part of our platform, the Customer / User is agreeing to our Terms and Conditions and Privacy Policy. Our platform includes devices, data transmissions, websites and user interfaces. The Terms and Conditions and Privacy Policy are summarised in plain English below and they may appear elsewhere on our website or in communications such as quotations and pricing information.

About our Privacy Policy

Our Privacy Policy covers all elements of the SPLASH Monitoring Platform which includes devices, data transmissions, websites and user interfaces.

All personal information collected by us or voluntarily provided by a Customer or User is governed under New Zealand law by the Privacy Act 1993.

SPLASH Monitoring Limited may collect Personally Identifiable Information from you (also described interchangeably as 'personal information'), as well as general information which cannot be linked to you. To be clear, by Personally Identifiable Information, we mean personal information specific to you. This may include your name, email address, and phone number. In addition, any emails or other correspondence may be tracked as well.

We use your personal information to operate our Platform and deliver its services to you, including continuously improving these services. We also may use your personal information to inform you of other products or services available from SPLASH Monitoring Limited and its affiliates, or for research purposes.

A Customer / User may elect not to provide us with the personal information we need, but in turn this may mean we will not be able to provide part, or all, of our services or assistance to you.

Except as disclosed in the SPLASH Monitoring Limited Privacy Policy, we do not sell, trade, rent, or otherwise retransmit any Personally Identifiable Information we collect online unless we have your permission.

By 'having your permission' as a User of our Platform, we mean your specific approval that data including your personal information can be shared with a specified third party or parties, for a specified purpose or purposes, and for a specified period of time. We call this 'Approved Data Sharing'.

Otherwise, personal information is for internal use only except as required by government or for law enforcement reasons.



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Changes

SPLASH Monitoring Limited reserves the right to change this Privacy Policy at any time by notifying you by posting the changes on this Site and you are advised to review this page regularly for any changes. The Privacy Policy includes a date when it was last updated.

About our Terms and Conditions

Our Terms and Conditions cover all elements of the SPLASH Monitoring Platform which includes devices, data transmissions, websites and user interfaces.

Introduction

Users and potential Users of any part of the SPLASH Monitoring Platform should read the full version of our Terms and Conditions (T&Cs).

This page provides a plain English introduction to the T&Cs and draws attention to important privacy and data sharing concepts that frame these T&Cs. In particular, to ensure informed use of our Platform, we highlight three key elements, being:

- 🔗 Personally Identifiable Information – covered by our Privacy Policy
- 🔗 Derivative Data – explained below and in our T&Cs
- 🔗 Approved Data Sharing – explained below and in our T&Cs

Derivative Data

In parallel with any Personally Identifiable Information, SPLASH Monitoring Limited also captures data from consumer sites (i.e. Users of our Platform) that is non-identifiable. We require this data to run our Platform effectively, thus delivering the best services we can to you the User, and further developing our solutions for all Users. Such non-identifiable data, which we call 'Derivative Data', also may be useful to third parties for purposes including services, applications and research.

Notwithstanding anything to the contrary set forth in our quotes, or on the SPLASH Monitoring website, or in any other communications either public or privately with you, SPLASH Monitoring Limited reserves the right to aggregate and/or anonymise all Derivative Data relating to Users of our Platform for analytical and other non-identifiable purposes.

SPLASH Monitoring may share this Derivative Data in aggregated and non-identifiable formats with third parties, so long as in accordance with the Privacy Policy no Personally Identifiable Information is disclosed; except, as is canvassed below, where the User has specifically given their approval for personal information to be shared with pre-qualified third parties.



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Approved Data Sharing

As spelt out in the SPLASH Monitoring Limited Privacy Policy, we do not sell, trade, rent, or otherwise retransmit any Personally Identifiable Information we collect online unless we have your permission.

By 'having your permission' as a User of our Platform, we mean your specific approval that data including your personal information can be shared with a specified third party or parties, for a specified purpose or purposes, and for a specified period of time. We call this process of permissioning 'Approved Data Sharing'.

Approved Data Sharing may involve payments to Users, or other financial benefits such as discounts or rebates, or non-financial benefits. Any such rewards, however, will not necessarily apply in all cases; and in some cases we may charge you a service fee for enabling data to be shared with a third party where you have requested it (e.g. creating online access for additional users that you have nominated).

In Summary

To be clear, while we may capture and use Derivative Data at any time once you have accepted our Terms of Use (including our Privacy Policy and T&Cs) by using our Platform, any Approved Data Sharing that involves your personal information is only deemed to be 'approved' when you have specifically given your approval.

Changes

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Terms and Conditions / License Agreement

In these Terms and Conditions (T&Cs) and License Agreement ('the Agreement'), 'we', 'us' and 'our' refers to SPLASH Monitoring Limited and our Platform, which includes devices, data transmissions, websites and user interfaces. Your access to and use of all information on our Platform/Site, including purchase of our products and use of our Services, is provided subject to the following T&Cs. These terms are designed to ensure that you have a positive experience when using the websites and understand your rights and restrictions.

By using all or any portion of the SPLASH Monitoring Platform, you accept all the terms and conditions of this agreement without modification. In particular, the provisions on Ownership of Intellectual Property, Use of Data (Derivative Data and Approved Data Sharing), Customer License Grant, Confidentiality and Limitation of Liability.

We reserve the right to amend these T&Cs at any time to take account of new laws, regulations, products, business models or technology.

Our licence grant for your use of the Platform including the Site and the Services will be governed by the most recent T&Cs, and also our Privacy Policy and wider Terms of Use. It is your responsibility as the User to check the Site regularly for updated versions of these.

As such, your use of the Platform following any amendments will represent your agreement to be bound by these T&Cs as amended.


If SPLASH Monitoring Limited exercise or fail to exercise any right or remedy open to it, this shall not prejudice its rights in exercising that or any other right or remedy. Waiver of any of these terms shall be specified in writing and signed by an authorised employee of SPLASH Monitoring Limited.

If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part, validity of the other provisions of these terms and the remainder of the provisions shall not be affected.

The Customer may not transfer or assign all or any of their rights and obligations under the terms without the written authority of SPLASH Monitoring Limited.

The Customer must immediately notify SPLASH Monitoring Limited if they change the company's name.

Definitions

-  **Approved Data Sharing** – sharing of your personal data/information with pre-qualified third parties where you have given your express permission in order to receive services or offers or allow other specifically approved use cases



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- ∞ **Customer Licence Grant** – a limited license granted to Users of our Platform allowing them to use it
- ∞ **Derivative Data** – non-identifiable data produced and processed within the SPLASH Monitoring Platform.
- ∞ **Monitoring Equipment** – a physical device and any associated infrastructure installed at the designated Premises, with the purpose of collecting data to be managed by the Platform. Noting that some monitoring devices also may include the ability to provide remote control.
- ∞ **Personally Identifiable Information** – personal information subject to privacy law and the SPLASH Monitoring Limited Privacy Policy.
- ∞ **Premises** – a physical address where the monitoring equipment is located
- ∞ **Pre-qualified third parties** – a service provider or other entity independent of SPLASH Monitoring Limited that is either a) known to us, and may be integrated with our Platform, or b) has been introduced by you the User to us
- ∞ **Primary User** – an individual who signs up for the SPLASH Monitoring Platform and links the Monitoring Equipment installed at the Premises to the SPLASH Monitoring Platform, as described herein, and has directly or indirectly the authority to subscribe for SPLASH Monitoring Limited and its Services.
- ∞ **Privacy Policy** – our key advisory and compliance document under New Zealand privacy law, and a companion document to these T&Cs under our overall Terms of Use.
- ∞ **Secondary User** – an additional individual, other than the registered User (Primary User), who signs up for or is enrolled on to the SPLASH Monitoring Platform via a Primary User, and then uses it.
- ∞ **Terms and Conditions** – abbreviated to T&Cs, covers key information Users need to know and accept when they use any part of the SPLASH Monitoring Platform.
- ∞ **Terms of Use** – can be used interchangeably with T&Cs, but generally also includes the Privacy Policy and general trade terms.
- ∞ **User** – either a Primary User or a Secondary User.
- ∞ **Warranty** – a 1 (one) year standard warranty provided for the Monitoring Equipment.
- ∞ **Services** – the services that SPLASH Monitoring Limited is providing Users through the Platform and its main website and any of its other channels, including but not limited to features, functionality, web and mobile apps, API, and content.

Registered Users

In order to access the Platform and its Services, you may be required to become a registered user. If so, you must complete registration by providing certain information as set out on the relevant subscription/registration pages. Please refer to our Privacy Policy for information relating to our collection, storage and use of the details you provide on registration i.e. Personally Identifiable Information.

You agree to ensure that your registration details are true and accurate at all times and you undertake to update your registration details from time to time when they change.



On registration, we provide you with a password and a unique username for each User. The Primary User is responsible for the account, and Secondary Users are Users of the account and are subject to the same acceptance of the Terms of Use / Privacy Policy / T&Cs as the Primary User.

You are solely responsible for the confidentiality and use of your username and password. You agree that you will be solely responsible for any activities or actions taken under your username and password, whether or not you have authorised such activities or actions. If you become aware of any unauthorised use of your username and password, you agree to notify us immediately through our designated support email address support@splashmonitoring.com.

We reserve the right to terminate your registration at any time if you breach these T&Cs.

Service Descriptions

Our Services are provided to the Primary User and by extension any registered Secondary Users. By proceeding to purchase through our Site, you acknowledge that as a Primary User you are over 18 years of age. Secondary Users can be younger than 18 years of age.

The Services usually are provided for an initial agreed period, commencing on the date the User accepts and agrees to the T&Cs. You acknowledge that we may charge a fee for continued use of the Services after the initial period, but only in accordance with our standard fee structure.

We strive to ensure that our Service offerings are described as accurately as possible on our Site; however we do not warrant that the description is accurate. Where we become aware of any misdescription, we reserve the right to correct any error or omission.

When you register your details with us, we may require you to provide your name, address for the Premises, email address and telephone contact. Details not provided will result in an incomplete registration. We undertake to take due care with this information; however in providing us with such information you accept that we are not liable for its misuse due to error in transmission or virus or malware.

All risk of loss or damage to the Monitoring Equipment passes to you on installation.

The Primary User acknowledges that:

- 🔗 To use the Service either a cellular monitoring system must be installed, the Premises must have an Internet connection if a wired or WiFi devices are being installed. If the relevant Premises do not have a working Internet connection and cellular data is not to be used, the Primary User agrees to meet these requirements and install it at their own expense.
- 🔗 We are authorised (and our agents and contractors) to install and, if necessary, repair the Monitoring Equipment at the Premises. You must ensure that if required, then at all times we and our agents and contractors have sufficient access to the Premises.



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- 🔗 To be used with the Service, the Monitoring Equipment must be installed by a suitably qualified and experienced technician and Users agree that they have the authority directly or indirectly to perform such work inside the Premises.
- 🔗 For WiFi devices, Users will provide access to and suitable permissions on, the wireless area network (WAN) at their Premises for the installation of the Monitoring Equipment.
- 🔗 For wired devices, Users will provide access to and suitable permissions on, the local area network (LAN) at their Premises for installation of the Monitoring Equipment.
- 🔗 Any maintenance and support for the User's WAN or LAN at the Premises will remain the responsibility of the User; and we shall not be liable or responsible for this at any time.
- 🔗 For cellular or other independent carrier services, we are not responsible for service interruptions on the relevant communications network.

All Users acknowledge that we may use the non-identifiable data collected from the Users using the Service externally on an aggregated or anonymity basis (see our Privacy Policy), and the User grants us such rights of usage without limitation.

As part of the Services you may be able to invite other Users as contacts. Accepting a User request will allow Users to view monitoring data and or make control changes.

Use of Data: Derivative Data

SPLASH Monitoring captures data from Users of our Platform that is non-identifiable, and that we require to run our Platform effectively, thus delivering the best services we can to the User, and further developing our solutions for all Users. Such data, which we call Derivative Data, also may be useful to third parties for purposes including but not limited to supporting system operations, services and applications and research.

Notwithstanding anything to the contrary set forth in our quotes, or on the SPLASH Monitoring website, or in any other communications either public or privately with User, SPLASH Monitoring Limited reserves the right to aggregate all Derivative Data relating to Users of our Platform for analytical and other non-identifiable purposes.

SPLASH Monitoring Limited may share this Derivative Data in aggregated and non-identifiable formats with third parties, so long as in accordance with the Privacy Policy no Personally Identifiable Information is disclosed.

Use of Data: Approved Data Sharing

Where we do collect it, and in the absence of any further express permission from you to do otherwise, we use your personal information to operate our Platform and deliver its services to you, including continuously improving these services. We also may use your personal information to inform you of other products or services available from SPLASH Monitoring Limited and its affiliates, or for research purposes.



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You may elect not to provide us with personal information we need from you, but in turn this may mean we will not be able to provide part, or all, of our services or assistance to you.

Except as disclosed in the SPLASH Monitoring Limited Privacy Policy we do not sell, trade, rent, or otherwise retransmit any Personally Identifiable Information we collect online unless we have your permission.

By saying that we 'have your permission' as a User of our Platform, we mean your specific approval that data including your personal information can be shared with a specified third party or parties, for a specified purpose or purposes, and for a specified period of time.

In circumstances where we have specifically asked you to either 'Allow' or 'Reject' use of your personal information for sharing with pre-qualified third parties, you will be deemed to have given your permission if you choose to 'Allow'. We call this 'Approved Data Sharing', because sharing of personal data/information will only proceed with your express permission. This concept of Approved Data Sharing also is addressed briefly in our Privacy Policy.

Examples of use cases where we may ask you to give your permission for your data, including personal information, to be shared with pre-qualified third-parties that include but are not limited to: audits and advice, research and related projects.

Approved Data Sharing may involve payments to Users, or other financial benefits such as discounts or rebates, or non-financial benefits. Any such rewards, however, will not necessarily apply in all cases; and in some cases we may charge you a service fee for enabling data to be shared with a third party where you have requested it.

Customer License Grant

SPLASH Monitoring Limited hereby grants to the User a limited license (License Agreement') to use the SPLASH Monitoring Platform as follows:

- ∞ to access the SPLASH Monitoring Platform including data recordings and system activity of the systems which User is authorised to access; or
- ∞ to permit access to the SPLASH Monitoring Platform by other authorised parties.

The licence shall terminate on the earlier of the expiry of the subscription or the termination of this agreement.

This License Grant does not cover, and therefore User may not do the following:

- ∞ sell or grant additional licenses, sub-licenses, or any other access to the SPLASH Monitoring Platform not specifically covered by the terms of this Agreement;
- ∞ sell Confidential Information to third parties or otherwise distribute or reveal SPLASH Monitoring Limited Confidential Information, unless expressly agreed in writing by SPLASH Monitoring



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Limited; and publicise or otherwise share SPLASH Monitoring Limited Confidential Information with anyone, unless expressly agreed in writing by SPLASH Monitoring Limited. 'Confidential Information' means any information, in any format, oral or written, whether or not marked 'confidential' and whether or not proprietary which is disclosed to User as a result of its access to the Platform or its business dealings with SPLASH Monitoring Limited, which would reasonably be considered information that is confidential to SPLASH Monitoring Limited.

- ∞ remove any SPLASH Monitoring Limited copyright, trademark or other proprietary rights or legal notices contained in any Site Content
- ∞ interfere in any way with the operation of this Site or any server, network or system associated with this Site, including, without limitation: hacking, mail-bombing, flooding, overloading, or making "denial of service" attacks; probing, scanning or testing the vulnerability of this Site or any server, network or system associated with this Site; breaching or circumventing firewall, encryption, security or authentication routines; accessing data not intended for you, or accessing another's account that you are not expressly authorized to access;
- ∞ use any automated program, tool or process (including, without limitation, web crawlers, robots, bots, spiders, and automated scripts) to access this Site or any server, network or system associated with this Site, or to extract, collect, harvest or gather content or information from this Site;
- ∞ frame or otherwise create a browser or border environment around any page of this Site or any Site Content, or deep-link to any internal page or area of this Site;
- ∞ use any Site Content or any SPLASH Monitoring Limited Marks to confuse or mislead the public or to falsely suggest an affiliation or association between you or your business, product or service, on one hand, and SPLASH Monitoring Limited on the other hand; or
- ∞ impersonate another, or provide us with false information, or make unauthorized use of another's information.
- ∞ compromise the security and integrity of the Platform
- ∞ use the Platform in a way that will result in complaints, disputes or claims, whether or not resulting in any financial cost or other liability to SPLASH Monitoring Limited or a User
- ∞ use an anonymous proxy or other technique to prevent SPLASH Monitoring Limited from identifying a User's location or IP address
- ∞ directly or indirectly use any content on the Platform for the purpose of building, improving or providing any product or service that competes with all or any part of SPLASH Monitoring Limited Services.
- ∞ authorise, aid or incite any other person to do or attempt to do any of the acts above.

Hyperlinks

This Site may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.

You may link to our Site without our consent. Any such linking will be entirely your responsibility and at your expense. By linking, you must not alter any of our Site's contents including any intellectual



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property notices and you must not frame or reformat any of our pages, files, images, text or other materials.

Ownership of Intellectual Property

The copyright to all content on our Platform/Site including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.

All trademarks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by us or we have a licence to use them. Your access to our Platform/Site does not license you to use those marks in any commercial way without our prior written permission.

You shall not reverse engineer, decompile, disassemble or otherwise attempt to derive the source or object code

You grant to us a perpetual, worldwide, non-exclusive, royalty-free, transferable licence (including a right to sub-licence) to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content of your data collected by the Monitoring Equipment as permitted through the functionality of the Service and under these Terms of Use.

Any comments, feedback, idea or suggestion (called 'Comments') which you provide to us through using the Service becomes our property. If in future we use your Comments in promoting the Service or in any other way, we will not be liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.

If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

Confidentiality

SPLASH Monitoring Limited agrees to keep all Personally Identifiable Information confidential unless we have your permission to do otherwise (see Use of Data: Approved Data Sharing). While this Personally Identifiable Information will be kept strictly confidential, SPLASH Monitoring Limited reserves the right to maintain/analyse/aggregate/use other posted or submitted Data, so long as no Personally Identifiable Information is disclosed. By posting, uploading, inputting, providing or submitting Data, User warrants and represents that the User owns or otherwise controls all of the rights to Data submitted, including, without limitation, all the rights necessary for the User to provide, post, upload, input or submit the Data. Additionally, SPLASH Monitoring Limited will distribute and report data as required by federal, state, and local laws and ordinances.



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User agrees that it has the obligation to keep confidential all SPLASH Monitoring Limited Confidential Information.

Disclaimers

Whilst we have taken all due care in providing the information on our Platform/Site and elsewhere in regard to Services, we do not provide any warranty, either expressly or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these T&Cs is excluded.

We also take all due care in ensuring that our Platform/Site is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our Site or any linked website.

You acknowledge that the data provided by the standard Monitoring Equipment should not be relied on for billing purposes and that there can be a variance with billing metering.

The availability of your data through the Service is subject to a number of variable factors, including, but not limited to: your Internet connection, cellular connection and download speeds (for WiFi), the quality of communication provided by your Internet router and service provider / or relevant cellular service provider, and the reliability of the Monitoring Equipment used as part of the Service. As a result we do not warrant that the Service will always work, that it is error free, that the information presented is always accurate, that the Monitoring Equipment or Platform/Site will always function in accordance with documentation or specifications, or that your system operation will not be interrupted.

The Service is not fault-tolerant and is not designed, manufactured, or intended for use in connection with on-line control for specialist equipment in hazardous environments requiring fail-safe performance, such as in the operation of aircraft navigation or air traffic control or direct life support machines, in which the failure of a product could lead directly to death, personal injury, or severe physical or environmental damage. You should not install the Monitoring Equipment for use on a life support machine or other critical dependent medical device at your premises.

SPLASH Monitoring Limited shall endeavour to maximise the availability of the SPLASH Monitoring Platform and service with a target availability of 99.9%. However, unfortunately, we cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data or other service interruptions. For this reason, you expressly understand and agree that your use of the Services is at your own risk. The Services are provided on an 'as is' and 'as available' basis. We and our Customers expressly disclaim to the fullest extent permitted by law all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non- infringement. We make no warranty that:



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- the Services will meet your requirements
- the Services will be uninterrupted, timely, secure, or error-free;
- the Services will be free from hacking or other illegal practices.
- the results that may be obtained from the use of the Services will be accurate or reliable; and
- the quality of any products, services, information or other material, obtained by you or any user through the Services will meet your expectations. Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and you will be solely responsible for any damage to your computer system, systems and services or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us or through or from the Services shall create any warranty not expressly stated in the Agreement.

Limitations of Liability

Notwithstanding any other terms of this Hardware Warranty, the total aggregate liability of SPLASH Monitoring Limited for any loss whatsoever shall be limited to the price paid to SPLASH Monitoring Limited for monitoring of the affected product / system in question for the currently contracted period.

Notwithstanding any other term of this Hardware Warranty, in no event shall SPLASH Monitoring Limited be liable for loss of profits, revenues, product, contract, market or data or for any indirect, consequential, incidental, special or other similar damages.

For the avoidance of doubt the limitation and exclusion of liability stated above shall apply to liability on any legal or equitable basis including liability arising out of any breach of this contract or obligations under this contract, for breach of warranty, tort (including negligence), by way of indemnity, by statute (to the extent permitted by law), or any other legal theory.

SPLASH Monitoring Limited have no liability for anything contained in the interaction posts between Users of the Service or in any form of communication which originates with a User and not with us. We do not participate in any way in the transactions between our Users.

The Customer shall indemnify SPLASH Monitoring Limited of any claims by the Customer's servants, agents, customers or other persons (whether similar to the foregoing or not) in respect of any loss, damage, or injury arising from any defect, in or non compliance of the goods, breach of contract, negligence, misrepresentation, or other act or omission by SPLASH Monitoring Limited, or in any respect of any matter whatsoever.

Particulars appearing in catalogues, folders etc. as well as any oral or written statements shall only be binding if SPLASH Monitoring Limited makes express reference to them in the confirmation of the order.

All orders placed by the Customer shall include these terms and conditions. Any part of any order inconsistent with these terms shall be void unless it is expressly accepted by SPLASH Monitoring Limited in writing.



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Subsequent amendments of or additional to the contract shall be subject to written confirmation.

Risk

The risk in equipment shall pass to the customer on delivery

Indemnity

By accessing our Platform/Site/Service, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with the Platform and your use of it.

Force Majeure

If a Force Majeure event occurs which prevents SPLASH Monitoring Limited from performing any of its obligations under the Agreement to a material extent, SPLASH Monitoring Limited shall not be liable to the other and shall be released from its affected obligations for the period of the Force Majeure event. A Party claiming the benefit of this clause shall, as soon as reasonably practicable after the occurrence of a Force Majeure event, notify the other Party of the nature and extent of such Force Majeure event and use reasonable endeavours to remove any such causes and resume performance under this Agreement as soon as practicable.

If a Force Majeure event causing delay continues for more than 30 days, we may terminate this Agreement by giving at least 7 days notice to you. 'Force Majeure' means any act, circumstance or omission over which we could not reasonably have exercised control.

Security & Privacy

We undertake to take all due care with any information which you may provide to us when accessing our Platform/Site/Service or in the control access of monitored systems and products. However we do not warrant and cannot ensure security of any information which you may provide to us or of the processes. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.

Our compliance with privacy legislation is set out in our separate Privacy Policy.

E-mail Password and Security

Services will be provided to the e-mail address as held within our system at the time of subscribing / registering on the Website. It is your responsibility to notify us of any changes to your e-mail address, or to those of other users listed under your account.



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After successful registration as a Subscriber, you will receive an e-mail which includes your selected username and password. You are solely responsible for maintaining the confidentiality of your username and password and you are fully responsible for ensuring your details remain confidential to you.

You undertake to ensure that additional subscription users listed under your account fully comply with these terms. You remain responsible for all actions of users listed on your account and shall ensure all such users are authorised by you.

You agree that you, as the Subscriber, will be wholly responsible for all actions taken and any losses, costs or claims whatsoever incurred as a result of usage of the Services provided by us.

You agree to:

- ☞ immediately notify us of any unauthorised use of your password or username, including that of your general user accounts; and
- ☞ ensure that you properly exit the Website at the end of each session.

We will not be liable for any loss or damage arising from your failure to comply with this term.

Electronic Communications

If you contact us on this Site or via email, you agree to communicate with us electronically, and you acknowledge and agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Copyright and Limitations on Use

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Disclaimer of Warranties and Liability

The web sites may include facts, views, opinions and recommendations of individuals and organizations which are represented via the site or are Members of the site using any of the community content features, including but not limited to comment boards, etc. SPLASH Monitoring Limited does not guarantee the accuracy, completeness or timeliness of, or otherwise endorse, these views, opinions or recommendations, and is not responsible for the content thereof. Although SPLASH Monitoring Limited and its operators strive to do so, SPLASH Monitoring Limited does not warrant the completeness, non-infringement, or fitness for a particular purpose of the information available within



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the above websites. Neither SPLASH Monitoring Limited, nor any of its agents shall be liable to you or anyone else for any loss or injury caused in whole or part by its negligence or contingencies beyond its control in procuring, compiling, interpreting, reporting or delivering the above websites. In no event will SPLASH Monitoring Limited or its agents be liable to you or anyone else for any decision made or action taken by you in reliance on such information or for any consequential, special or similar damages, even if advised of the possibility of such damages. You agree that the liability of SPLASH Monitoring Limited and its agents, if any, arising out of any kind of legal claim (whether in contract, tort or otherwise) in any way connected with the websites shall not exceed the amount the claimant paid to SPLASH Monitoring Limited for use of the monitored system on the platform during the latest subscription period. SPLASH Monitoring Limited may discontinue or change the websites at any time without notice. If any provision of this Agreement is invalid under applicable law, the remaining provisions will continue in full force and effect. This Agreement, all intellectual property issues, and your rights and obligations shall be governed by the laws of New Zealand.

User Content

SPLASH Monitoring includes content contributed by our registered customers. The following rules must be adhered to:

- 🔒 No content must contain illegal, copyrighted, profanity, pornography, or otherwise offensive material. In any dispute, Splash Monitoring Limited reserves the right to decide what is appropriate.
- 🔒 The SPLASH Monitoring Limited logo and "Powered By SPLASH Monitoring" must not be deleted.

If these rules are broken, a system can be taken offline until such time as the content is made to comply with these rules. Multiple offenses or even first time offenses that are deemed to be extreme by SPLASH Monitoring Limited staff, can result in termination of an account (and all associated systems) without refund of monies paid.

Bespoke Customization

When a customer purchases bespoke customisation, a custom layout or User interface created by SPLASH Monitoring Limited, the source code, 3D and 2D source assets (models, textures, drawings, sounds, and bitmap images) are retained by SPLASH Monitoring Limited. The customer in this case is paying for the expertise required to have their system type added to the SPLASH Monitoring library of layouts.

Site Access

When you visit our Platform/Site, we give you a limited licence to access and use our information.

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other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.

Except as permitted under the Copyright Act 1994, you are not permitted to copy, reproduce, republish, distribute or display any of the information on this Platform/Site without our prior written permission.

The licence to access and use the information on our Platform/Site does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our Site without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our Site.

This license is personal to you and is not transferable or assignable to others, and may be revoked and terminated by us at any time and for any reason (including, without limitation, if you violate these Terms of Use or any applicable law). We reserve all rights not expressly granted herein.

Maintenance

From time to time we will need to carry out maintenance, modification and testing of the services, during which time SPLASH Monitoring Limited shall be entitled to suspend the services. SPLASH Monitoring Limited shall keep suspensions to a minimum

Purchase of Products

This Site may include an online store area that enables you to purchase certain products directly on this Site, and your use of such area (including purchases) may be subject to additional terms and policies posted therein, such as our terms of sale, product warranty, shipping, and return policies. Please carefully review all such additional terms and policies prior to making a purchase on this Site.

Prices

Unless where specifically stated prices are quoted ex. works and exclude packaging, shipping and any insurance costs. Although SPLASH Monitoring Limited shall take all reasonable steps, the Customer shall be responsible for all risks associated with the delivery of the goods.

SPLASH Monitoring Limited reserves the right to modify prices if the order placed is not in accordance with the offer submitted.

Prices are based upon the costs at time of quotation. SPLASH Monitoring Limited may increase prices to cover cost rises that have occurred between quotation and delivery and or payment.



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The customer is bound to pay the price in full from the time SPLASH Monitoring Limited accepts an order. A quotation does not give rise to a contract until the Customer places an order which is subsequently accepted by SPLASH Monitoring Limited.

Payment

Unless otherwise agreed, payment is to be made in full prior to delivery.

Until payment is made for the goods by the Customer, the Customer hereby grants SPLASH Monitoring Limited an irrevocable licence and otherwise authorizes it to enter land upon which the goods are stored or kept or used and to carry out such works as may be necessary to return the goods to the possession of SPLASH Monitoring Limited.

SPLASH Monitoring Limited may impose a credit limit at its discretion and alter the credit limit without notice. Where the credit limit is exceeded, SPLASH Monitoring Limited reserves the right to refuse to supply the goods to the Customer.

Risk and ownership

Risk of any loss, damage or deterioration of or to the goods passes to the Customer on release to the transport company / agent unless agreed specifically in writing otherwise.

Ownership of the goods remains with SPLASH Monitoring Limited and does not pass to the customer until the Customer:

- 🔗 pays the amount owing and any other monies owing by the Customer to SPLASH Monitoring Limited from time to time, whether in relation to the contract or any other contract or any other account whatever ("Customer's Indebtedness") or
- 🔗 resells the goods pursuant to these terms

While ownership remains with SPLASH Monitoring Limited, the Customer must store goods separately and clearly identify them as belonging to SPLASH Monitoring Limited.

The parties acknowledge that from the date the Personal Property Securities Act comes into force (pursuant to Section 1 of that Act), the Customer grants SPLASH Monitoring Limited a security interest over all of the Goods delivered to the Customer after that date.

Returns

We undertake to replace or repair any equipment delivered to you that is faulty or defective after installation and within the Warranty period and Warranty terms and conditions. If you wish to return faulty or defective equipment, you must notify us through our designated support email address available on the webpage. Replacement of any faulty or defective equipment outside of Warranty will need to be at your expense.



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The cost of replacing damaged equipment will be at your expense whether or not it is within the Warranty period. We accept no liability or responsibility for damage to the equipment.

Goods may only be returned within 7 days of the goods leaving the premises of SPLASH Monitoring Limited and providing:

- ∞ Goods are not custom made and are normally held stock by SPLASH Monitoring Limited
- ∞ The goods shall be in the same condition as they left the premises of SPLASH Monitoring Limited
- ∞ The Customer provides a copy of the invoice
- ∞ The Customer pays all charges and freight for delivering the goods back into the control of SPLASH Monitoring Limited

All returned goods shall be liable for a 15% restocking fee and all fees in delivery costs shall be deducted.

The Customer shall inspect the goods immediately upon delivery and shall give notice to SPLASH Monitoring Limited of any goods that are damaged, defective, short delivered, or otherwise not in accordance with the contract before signing the delivery slip. If no such receipt is signed then no claim can be made whatsoever whether in respect to the goods, consequential loss or damage or otherwise howsoever made on SPLASH Monitoring Limited thereafter. A delivery slip as aforesaid shall be valid for all purposes whether signed by the Customer personally, or by any partner, spouse, director, shareholder, secretary, agent, servant, employee or sub contractor of the Customer.

Delivery

Any time stated for delivery is an estimate only. SPLASH Monitoring Limited shall not be liable for any delay in delivery on any grounds whatsoever including negligence by SPLASH Monitoring Limited.

The period allowed for delivery shall commence at the latest of the following dates.

- ∞ the date of the order confirmation by the Customer and SPLASH Monitoring Limited
- ∞ the date of fulfilment by the Customer of all conditions, technical, commercial and other, for which he is responsible.
- ∞ The date of receipt by SPLASH Monitoring Limited of a deposit or security due before delivery of the goods in question.

SPLASH Monitoring Limited may carry out and charge the Customer for partial or advance deliveries. If delivery on call is agreed upon, the commodity shall be deemed called off at the latest one year after the order was placed.

In case of unforeseeable circumstances or circumstances beyond the parties control, such as all cases of force majeure, which impede compliance with the agreed period of delivery, the latter shall be extended in any case for the duration of such circumstances: these include in particular armed conflicts, official interventions and prohibitions, delays in transport or customs clearance, damages in



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transit, energy shortage and raw materials scarcity, labour disputes, and default on performance by a major component supplier who is difficult to replace. The aforesaid circumstances shall be deemed to prevail irrespective of whether they affect SPLASH Monitoring Limited or their nominated subcontractor(s).

Delay

Force majeure: A party is not liable for any failure or delay in performing an obligation in this document if it was due to a cause reasonably beyond the control of that party and that party has used its best endeavours to perform on time.

Default

If an Event of Default occurs SPLASH Monitoring Limited may suspend or terminate the contract.

If the Customer does not pay the price by the due date: SPLASH Monitoring Limited may charge a default penalty of 2% per month calculated on a daily basis on the unpaid portion of the price (incl. GST) from due date until payment in full and any discounts shall be disallowed.

If an event of default occurs, the amount owing shall become immediately due and payable notwithstanding that the due date has not arisen.

SPLASH Monitoring Limited is entitled to recover from the Customer all legal and other costs incurred by SPLASH Monitoring Limited arising from the collection of any amount owing.

Should it be indicated that the Customer is a limited liability customer or other entity, the person signing the purchase order or placing the order shall be personally liable for all accounts due from that particular transaction.

Errors or Omissions

Clerical errors or omissions, whether in computation or otherwise in any quotation acknowledgements or invoice shall be subject to correction.

Compliance

The Customer shall be solely responsible for obtaining any necessary permits under and for compliance with all legislation, regulations, by-laws or rules having the force of law in connection with the installation and operation of the goods.



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Warranty and acceptance of obligation to repair defects

If the goods are acquired by the Customer for business purposes, the Customer agrees that the Consumer Guarantees Act 1993 does not apply.

Where the Customer supplies the goods to a person acquiring them for business purposes, it must be a term of the Customers contract with that person that the Consumer Guarantees Act 1993 does not apply in respect of the goods.

The Customer agrees to indemnify SPLASH Monitoring Limited against any liability incurred by SPLASH Monitoring Limited under the Consumer Guarantees Act 1993 as a result of any breach by the Customer of the obligations contained in the contract.

In carrying out repairs, SPLASH Monitoring Limited shall provide all services deemed expedient and shall charge the Customer for the same on the basis of the work input and / or expenditures required. The same holds for any services or additional services the expediency of which becomes apparent only as the repair order is executed. In such an event special notification of the Customer shall not be required.

Once the agreed terms of payment have been complied with, SPLASH Monitoring Limited shall, subject to the conditions hereunder, remedy any defect existing at the time of acceptance of the article in question whether due to faulty design, material or manufacture, which impairs the functioning of the said article. From particulars appearing in catalogues, folder, promotional literature as well as written or oral statements, which have not been included in the agreement, no warranty obligations may be deduced.

Unless special warranty periods operate for individual items, the warranty shall be 12 months. These conditions shall also apply to any goods supplied, or services rendered in respect of goods supplied, that are firmly attached to buildings or the ground. The warranty starts from the point of passage from the supplier.

The foregoing warranty obligations are conditional upon the Customer giving immediate notice in writing of any defects that have occurred. The Customer shall prove immediately the presence of a defect, in particular the Customer shall make available immediately to SPLASH Monitoring Limited all material and data in his possession. Upon such notice SPLASH Monitoring Limited shall, in the case of a defect covered by the warranty, have the option to replace the defective goods or defective parts thereof or else to repair them on the Customers premises or have them returned for repair, or to grant a fair and reasonable price reduction.

Any expenses incurred in connection with rectifying defects i.e. expenses for assembly and disassembly, transport, waste disposal, travel and site-to-quarters time shall be borne by the Customer. For warranty work on the Customers premises, Customer shall make available, free of charge, any assistance, hoisting gear, scaffolding and sundry supplies and incidentals that may be required. Replaced property shall become the property of SPLASH Monitoring Limited.



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If an article is manufactured by SPLASH Monitoring Limited on the basis of design data, design drawings, models or other specifications supplied by the Customer, SPLASH Monitoring Limited's warranty shall be restricted to non-compliance with the Customers specifications

SPLASH Monitoring Limited's warranty obligation shall not extend to any defects due to assembly and installation work not undertaken by the SPLASH Monitoring Limited, inadequate equipment, or due to non-compliance with installation requirements and operating conditions, overloading of parts in excess of the design values stipulated by SPLASH Monitoring Limited, negligent or faulty handling or the use of inappropriate materials, nor for defects attributable to material supplied by the Customer. Nor shall the Customer be liable for damage due to acts of third parties, atmospheric discharges. Excess voltage and chemical influences. The warranty does not cover the replacement of parts subject to natural wear and tear. SPLASH Monitoring Limited accepts no warranty for the sale of used goods.

The warranty will lapse immediately if, without written consent of SPLASH Monitoring Limited, Customer himself or a third party not expressly authorized undertakes modifications or repairs on any items delivered.

The defective part shall be removed and the replacement replaced, including all incidental costs, at the Customers expense.

SPLASH Monitoring Limited shall only be held liable to the extent of the value of the goods sold which must also be covered by the suppliers of the particular products; no other or extended warranty is implied or provided under any circumstance.

Jurisdiction

These terms and conditions are to be governed by and construed in accordance with the laws of New Zealand and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in Auckland, New Zealand and you agree to submit to the jurisdiction of those Courts.

If any provision in these T&Cs is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these T&Cs and the remaining provisions will remain in full force and effect.

Changes

SPLASH Monitoring Limited reserves the right to change these Terms and Conditions at any time by notifying you by posting the changes on this Site and you are advised to review this page regularly for any changes. These Terms and Conditions were last updated on 6th January 2020.



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Contacting us

You can contact SPLASH Monitoring Limited by emailing support@splashmonitoring.com. SPLASH Monitoring Limited endeavours to respond to enquiries within 2 working days

Within 2 working days of being advised of a Customer issue with the SPLASH Monitoring system, SPLASH Monitoring Limited shall have resolved the issue or provided an estimate of the time it will take to resolve such an issue.



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