

**E 05-1 NEW SUBSCRIPTION – RENEWAL**

Date:

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**ACTIONS TAKEN BY THE CENTRAL STATION FOR SIGNALS RECEIVED**

**01. Burglar alarm without (OFF) disarmament of the system**

(call the police -100- and the phone numbers given in case of emergency, as soon as possible)

**02. Burglar alarm with (OFF) disarmament of the system**

(call the area to confirm or send SMS, not to notify the police)

**03. ON-OFF of the system (only recording)**

**04. Bypass zone (only recording)**

**05. Personal threat alarm**

(call the police -100- and the phone numbers given in case of emergency, as soon as possible)

**06. Personal threat alarm with (OFF) disarmament of the system = false alarm**

(call the area to confirm or/and send SMS as soon as possible)

**07. Fire detection alarm**

(call the fire brigade -199- and the phone numbers given in case of emergency, as soon as possible)

**08. Fire detection alarm with (OFF) disarmament of the system = false alarm**

(call the area to confirm or/and send SMS as soon as possible)

**09. Medical need (call the doctor and the phone numbers given in case of emergency, as soon as possible)**

**10. Low-battery / technical – non emergency signal**

(only recording – call or send SMS to the technician or the responsible party for the area, in some cases, as soon as possible)

**11. Power cut / technical – non emergency signal**

(only recording – call or send SMS to the technician or the responsible party for the area, in some cases, as soon as possible)

**12. Keyboard locking alarm in case someone tries to find the code**

(call the phone numbers given in case of emergency, as soon as possible)

**13. Monthly statement of the function of the system via e-mail (if available)**

**14. Blockage of keyboard in case someone tries to find the code (call the responsible party, as soon as possible)**

**15. For signals that are not mentioned above, the company only records them and takes no other action**

**16. For burglar alarm from external sensors the central station only notifies the customer.** On notification, the customer should take immediate action to inform the police and can also ask the operator to inform the police on his behalf.

**Please complete mobile phone number and e-mail at which you will be notified.**

Mobile number for sms: \_\_\_\_\_

E-mail: \_\_\_\_\_

**For tax purposes it is required either a signed contract\* between us or your signature in the following declaration. I hereby declare that the company provides the above services in exchange for the subscribed amount. The terms of the subscription and services are mentioned on every invoice and receipt that I receive from the company and, on payment of subscription, I accept the terms aforementioned.**

Name - Surname

Subscriber: \_\_\_\_\_

Signature:

Code:

   

Stamp (for business area)

Signature - Stamp Installer

Name - Surname

Installer: \_\_\_\_\_

\* Those who want to sign the contract will have to visit our company .

## GENERAL CONDITIONS GOVERNING THE CONNECTION WITH THE CENTRAL STATION

1. ATLAS Security Central Station, which from now on will be referred to as the "Company", has its headquarters at Vouliagmenis 85, Glyfada, **where the Central Monitoring Station is located, in order to receive alarm signals** from the customers/subscribers and to notify the competent state authorities and the customers/subscribers/authorized persons. The Centre which operates 24 hours a day, is equipped with modern technology and staffed with skilled operators.
2. Signals, referred to in this agreement, are obtained through the existing customer's telephone line, who has the sole responsibility for any problems there in. In case of malfunction of the telephone line or inappropriate channel of communication from the provider, there is a possibility that the signals cannot reach the central station, although the security system tries to communicate several times.
3. **The Company has no responsibility in case of sabotage or malfunction of telephone network or the center of OTE or other provider of telephone services**, which will result in inability to contact the center, prohibiting the signals to be received. In such cases, the Company is not obliged to take any action.
4. **The Company's liability is limited to the call to inform the competent state authorities and/or authorized by the customer/subscriber persons, in the shortest possible time, only in cases where the Central Station has received alarm signals of robbery, personal threat or fire. If the Central Station does not receive any of these signals, for any reason whatsoever (for example due to sabotage or malfunction of telephone network), the Company is under no obligation or responsibility to take any action. In case there is a burglary in the customer's area, in which there has been sabotage/cut of the telephone line and deactivation of the backup GSM device with jammer, at the same time, the Company cannot take any action and therefore is not held responsible.**
5. The Company, on receiving technical signals such as low battery and power cut, will automatically notify the customer/subscriber via e-mail or SMS. The customer/subscriber accepts and acknowledges that sending e-mail or SMS is not a priority for IP networks (telephone services) and there is a possibility that an e-mail or SMS could be delayed or not be received at all, due to malfunction of the system of automatic sending. In such cases, the Company is not held responsible.
6. Received signals from the Central Station will only be proved from the electronic files and the related statements of the Company, which are stored for a period of 6 months (as required by law). If the customer/subscriber wishes to maintain records for more than 6 months, it is necessary to keep relevant files sent by the Company on a monthly basis, themselves. However, if the Company does not uphold this agreement, the customer is entitled to break the contract.
7. The Company has no responsibility if the competent state authorities or the authorized by the customer/subscriber persons do not answer the telephone call, in case they need to be notified. **The telephone call can only be proven by the recording of calls (phone numbers) carried out by the Company and only the Company**, with the permission of the customer/subscriber and the authorized persons.
8. The order of notifying the authorized persons is not binding for the Company, **the obligation of which will be fully implemented if any of the persons above answer the call.**
9. The Company is obliged to provide the customer/subscriber and the authorized persons any information requested, concerning the received signals and only them. Responses from the operators to any questions concerning customer's alarm system or relevant area, are not binding for the Company as it is not included in the services agreed. The customer/subscriber shall not ask questions concerning his alarm system or relevant area such as: a. Does my alarm system work?, b. Is there a burglary taking place at my property?, c. does my alarm system communicate with the centre?, etc because questions of this form are indefinite and it is impossible for the operator to know to answer. The customer/subscriber should ask questions such as a. when did you receive a signal of arming the system?, b. did you receive a signal of burglary from my system?, c. when did you last receive any signal from my system?, questions to which the operator can answer.
10. The customer/subscriber is requested to follow the orders given from the operators of Central Station concerning the appropriate function of the system and is solely responsible for keeping the security code confidential.
11. In case of mishandling of the alarm system, the customer/subscriber must immediately notify the Company of the mistake and give the security code asked by the operator.
12. **This contract is not, and cannot be considered as an insurance contract, of any form, of property or contents**, as is stated within the private insurance contract, and therefore gives no warranty in relation to any possible damage or injury, caused to property, contents or persons present.
13. The customer/subscriber who wishes to obtain or has obtained insurance, should ask the insurance company to verify in writing that **the installed security system, as well as the general conditions governing the connection, meet the requirements and specifications requested** by that given company, in order to proceed the insurance. The Company must be notified in writing with this confirmation, either by the customer/subscriber or by the insurance company, lawfully, otherwise the insurance obtained by the insurance company cannot settle any claim for the Company or the installer. Thereafter, the insurance company as well as the customer/subscriber cannot settle any claim for the Company or the installer, in addition to the terms set forth in this contract. **If the customer/subscriber receives compensation from the insurance company, then he automatically undertakes the obligation to compensate the insurance company himself, in case the insurance company claims any compensation from the Company. In any case, the Company or the installer cannot be considered responsible, in any situation, if the customer/subscriber holds insurance elsewhere.**
14. The Company as well as the installer shall not bear any civil liability or other liabilities concerning the customer/subscriber and any other residents.
15. **The Company does not have any obligation to compensate the customer/subscriber, when, for any reason whatsoever, a. the system is nonoperational, b. the system is operational except BYPASSED zones, c. the station does not receive signals of system in operational or nonoperational mode, records of which are held by the Company and proof can be given at any given time (within 6 months).**
16. If the customer/subscriber considers that he has been damaged by negligence of the Company shall give notice in writing with proof to the Company directly within 48 hours, and waives any right to seek any claim by the Company if does not inform in writing with proof within 48 hours from the time of the incident.
17. The Company has responsibility for the damages in the customer's area, **only in case the Company has received signal of immediate information**, and due to heavy negligence from the operators, they don't inform the competent state authorities and the customers/subscribers/authorized persons. In this case, **the Company owes compensation to the customer/subscriber, which cannot exceed the amount of 5.000€**, in any case, even if the damage exceeds the amount above. Therefore, the customer/subscriber waives any right to seek any other claim by the Company.
18. For the contract to be valid, the concerned area is **required to be fully covered with an alarm system of modern technology**. The alarm system and the technician who installed it have been chosen by the customer/subscriber, who is solely responsible for the correct operation of the system.
19. **The security system should be maintained** by the installer that the customer has been chosen at his expense, **at least once in a year. The customer is required to send the proof of the system's service to the Company**, signed by the installer above, in which it must be referred that the security system operates normally.
20. In case of malfunction of the system, the customer/subscriber is obliged to repair the system, to avoid unnecessary intervention of the emergency services. Also, in case of changes or additions to the alarm system, the customer/subscriber must promptly notify the Company in writing.
21. Services are provided for the period indicated on the invoice and are prepaid. Refund cannot be accepted in case that customer has received any present or discount. **With each payment, services are renewed automatically for the period indicated on the new invoice that the customer receives. Any delay in payment will declare customer's decision to terminate the connection with the central station, the result of which occurs within 30 days. As a result of the termination, the Company stops to receive any signal from the customer's system, and therefore, in case of any incident to the area, the Company is not held responsible.**
22. The customer/subscriber is notified for the services and the general conditions of connection from the bill sent by the Company 30 days before renewal, as well as from the invoice sent by the Company after the payment. In addition, the customer is notified from the official webpage of the Company **www.atlasecurity.gr**
23. The responsibility of the Company, according to the conditions in this contract, **starts from the moment the Company receives this contract signed by the customer.**
24. The Company bears no responsibility if for reasons of force majeure, including, without limitation, earthquake, flood, fire, lightning, etc. can not provide services or if public authorities withdraw the approval or prohibit the operation of its central station, for whatsoever reason.
25. The customer/subscriber after thorough market research has decided to become a subscriber of the Company acknowledging the veracity of the Company standards.
26. The customer/subscriber waives the exercise of any interim measures in the courts against the Company and its facilities.
27. No other agreement, oral or otherwise, is valid if not contained in this contract. The Company remains the right to change the conditions in this contract, as long as each modification is included in the bill which is sent to the customer before renewal, as well as in the invoice which is sent to the customer after his payment. All the terms hereof, entered into as important and essential, are mutually accepted by the parties, being regarded as absolutely binding for the Company and the customer/subscriber.
28. This contract cancels any previous agreement. Within the realms of courts of Athens, for any disputes arising from this.

Subscriber's Signature