### **Gibtelecom Emergency Panic Button Terms and Conditions**

#### 1. Introduction

These Terms and Conditions outline the terms of use for our Panic Button service, designed to notify emergency contacts or services in case of emergencies.

# 2. Data Privacy:

Gibtelecom is committed to protecting your data. For information on data collection and processing, please refer to our <u>Privacy Policy</u>. We will only store necessary information for service delivery, including:

- Subscriber name
- Subscriber contact details
- Subscriber address
- Emergency contacts' names and contact details

We do not store additional information or special categories of information such as medical records.

### 3. Subscriber Responsibilities

As a subscriber, you are responsible for:

- Ensuring the accuracy of all Subscriber Information.
- Updating your subscriber information promptly when it changes.
- Ensuring that contact and address details are always up to date.

Failure to update will discharge Gibtelecom of liability if the Panic Button alert is not received correctly and services are deployed to the wrong address.

## 4. Emergency Activation

When you activate the Panic Button during an emergency, the service will transmit your mobile phone number and information provided by you (name and address) to your designated Emergency Contacts.

## 5. Consent to Release Information

By using our service, you authorise Gibtelecom to release your Subscriber Information to local emergency services call centres, emergency service providers, and listed emergency contacts. You are responsible for ensuring that Emergency Contacts have given their consent to be contacted in case of an alarm.

## 6. Service Usage

This service is for private consumer use only. It may not be used for any illegal activities.

### 7. Service Availability

Gibtelecom will make reasonable efforts to maintain service availability. However, due to the nature of telecommunications, we cannot guarantee uninterrupted or error-free service. Interruptions may occur due to any of the following:

• Technical failures beyond our control, including network unavailability.

Circumstances beyond our control, such as natural disasters, war, or civil disturbances.

In case of interruptions due to the circumstances mentioned in this section 7, Gibtelecom shall not be liable, and rental payments will not be refunded.

### 8. Device and Network Requirements

The service depends on mobile network availability and requires your Panic Button Device to be charged, switched on, and in working condition. Your Caller ID must be enabled for the Service to recognize your mobile phone number. Gibtelecom is not liable if the Service is unavailable for any reason.

### 9. Emergency Contact Response

Gibtelecom cannot guarantee the response of Emergency Contacts. You are responsible for:

- Ensuring that Emergency Contacts' details are correct and up to date.
- Confirming that Emergency Contacts have access to their phones.
- Ensuring the proper functioning of Emergency Contacts' phones.

## 10. Geographic Limitation

The service platform is intended for use within Gibraltar and will not work outside of Gibraltar.

#### 11. Mobile Network Coverage

The Panic Button relies on 2G, 3G, or 4G mobile network coverage. Some areas may have low or no coverage, such as basements or underground locations. We recommend checking mobile coverage before subscribing.

# 12. Equipment

Equipment remains property of Gibtelecom. It is customer's responsibility to ensure equipment is kept in good working condition. If equipment is lost, unreturned, destroyed, or damaged (excluding fair wear and tear) charges will apply for replacement and/or repair. Customer must not sell, hire or lend out equipment (whether free or for a fee).

# 13. Disclaimer

Gibtelecom does not guarantee that the device will prevent accidents, injuries, property damage, illegal entry, or emergency service delays. We are not liable for any indirect or consequential losses. Gibtelecom is not responsible for any injuries, losses, or damages resulting from the actions or inactions of Emergency Contacts or third-party service providers.

## 14. Fair Use Policy

The Gibtelecom Panic Button is designed for emergency use. Voice and text usage exceeding the pre-set usage limit will be charged at the standard rates.

## 15. Contact Information

For assistance or questions regarding this service, please contact our customer support at 20052200.