



Umps Health Terms of Service

Version date: May 21, 2020

Terms of Service Quick Summary

- These Terms of Service apply to both the End User and any Nominated Contact(s) using Umps Health Products and Services.
- After You register for Umps Health and we receive payment, we'll send an Umps Health Smart Home system to You. The system belongs to You but in order to continue receiving services from us You are not allowed to take it apart or modify it.
- When You register, You will need to nominate a contact person to receive alerts and information from the Umps Health system in your home.
- Within 30 days of You installing the system, we'll activate the alert system and give You access to our App. From that point on, if the system detects unusual events we'll send an SMS alert to You or the nominated contact (depending on your preferences). It's your and your nominated contact's responsibility to take action if an alert is raised.
- We charge a monthly fee for our service – details of our fees are provided when You register for Umps Health.
- If You want to end this agreement and stop receiving our services, You will need to give us 30 days' notice. If You are ending the agreement because You are not satisfied with our service, You may be eligible for a refund of the last month's fees.
- When You register for and use Umps Health, we collect personal information about You. We do this so that we can provide the best possible service to You. Information about how collect, use and disclose your personal information can be found in our Privacy Policy.
- Umps Health provides a one year manufacturer's warranty against defects in any Umps Health Equipment.

Please read on for more information. This summary is intended to help You understand the key aspects our terms of service, but it **does not supersede or replace the Terms below or our [Privacy Policy](#)**.

1. Umps Health Terms of Service

Terms of Service (the "**Umps Health Terms of Service**") constitute an Agreement between You (both the "**End User**" and/or a "**Nominated Contact**"), and Umps Health Pty Ltd (ABN # 93 616 350 611, "**Us**" or "**Umps Health**").

This Agreement does not have to be signed in order to be binding. You indicate your assent to this Agreement by registering for Umps Health through the Umps Health Registration Page or installing Umps Health Equipment in your premise or installing the Umps Health App or using other Umps Health services.

2. User Accounts

Upon receipt of your Registration through the Umps Health Registration Page, currently available at <https://www.umpshealth.com/getumps.html>, we will provide the **End User** and any **Nominated Contact(s)** with instructions to set up a User Account. You must follow these instructions in order to access Umps Health Services.

3. Equipment

3.1. Installation

Upon receipt of your Registration through the Umps Health Registration Page, we will provide the You with certain products, hardware devices, or other physical items ("Equipment") in order to deliver the Umps Health Service to You. You must do everything necessary to install the Equipment, including obtaining the permission of the owner of the Premises for the installation if required.

If You are a Nominated Contact(s) ordering Umps Health on behalf of an End User:

- You must only install and use Umps Health in the home of the End User if they accept these Terms of Service or you have the relevant authority to accept our Terms of Service on their behalf;
- You are responsible for ensuring the End User has capacity, understands and agrees to these terms and has freely given permission for the installation, operation and data collection and data sharing by Umps Health.

If the End User does not give permission for the installation, operation and data collection or withdraws their permission, we may terminate your Umps Health service with immediate effect.

3.2. Operation

While using the Umps Health Smart Home, You agree that You will not damage, destroy, disassemble, or modify the Equipment in any way. If You become aware that any Equipment we have provided to You has been damaged, destroyed,

disassembled, or modified, You agree to notify us immediately. You agree that You will not deliberately interfere with the operation of any Equipment or make any attempts to access any software or data stored on the Equipment. You also agree that You will not access any wireless networks created by the Equipment for any reason.

In order to ensure continuity of service to You, we may request that any Equipment we have provided to You be returned to our Head Office to conduct maintenance and repairs.

4. Umps Health Services

4.1. Access to the Mobile Application

After You have installed the Equipment, we will commence delivery of Umps Health Services ("the Service") to You. This will include:

- The collection, storage and analysis of information collected by our Equipment,
- Providing the User Accounts to You with access to a mobile application, which can be downloaded from Google Play or The App Store.

4.2. Alerts

If You elect to set up a User Account, Seven (7) days after the installation of the Equipment we will provide alerts to You. Alerts are based on the analysis of past behaviour and other information provided by You to Umps Health. Alerts will be sent to any Nominated Contact(s) by SMS.

When an Alert is raised, it is the responsibility of Nominated Contact(s) to act on that alert.

4.3. Monitoring

We will deliver Monitored Services to You in accordance with your Alert Preferences, provided to us during Registration.

4.4. User Account Security

You agree to maintain the security of any User Accounts You create or we create for You, and accept all risks of unauthorised access to any data or other information You provide to the Service. If You discover or suspect any Service security breaches, You agree to let us know as soon as possible.

5. Payment and Delivery

5.1. Delivery

Upon receipt of your Registration through the Umps Health Registration Page, we will deliver the applicable Umps Health Equipment to the delivery address specified in your Registration.

5.2. Fees

The Fees You must pay under this Agreement include fees for Umps Health Equipment ("**Equipment Fees**") and fees for the monthly operation of the Umps Health Service ("**Monthly Operation Fees**"). Fees are specified in the Registration Page. We may change the Monthly Operation Fees of the service by giving You thirty (30) days' notice.

Any Equipment Fees and Monthly Operation Fees are payable in advance, prior to the commencement of each End User End User Billing Period. For clarity, End User Billing Periods are monthly, and commence on the first day of each month and conclude on the last day of each month. Following the conclusion of the End User Billing Period. The first of these Fees are payable when You register for Umps Health Services through the Registration Page.

You are required to provide payment details (e.g. credit card or direct debit) when registering for Umps Health through the Umps Health Registration Page. You will be automatically billed the Monthly Operation Fees each month and a receipt will be emailed to You.

The first Monthly Billing Period commences the earlier of the following:

- You plug in your Umps Health Smart Home and it is registered as online by Our systems; or
- 14 days after the system is delivered to the specified delivery address, as indicated by Our records; or
- 30 days after the receipt of an order through our website.

If You are receiving Umps Health Products and Umps Health Services through a Provider, we will invoice the Provider in accordance with our Provider Agreement.

After this Agreement ends, we will:

- Deduct any outstanding amounts payable under this Agreement from Fees already paid, and
- From any remaining amount, refund fees paid for the period after this Agreement ends.

5.3. Taxes

Payments made by You under this Agreement include all taxes and duties payable in respect of the Products in Australia.

6. Privacy Policy

For information about how and why we collect and use information from You and any Nominated Contact(s), please see our [Privacy Policy](#).

7. Other Requirements

In addition to the other things You must do under this Agreement, You must:

- Inform us as soon as possible if any of the information provided in the Umps Health Registration Page changes, including details of any Nominated Contact(s)
- Provide us with any information we reasonably require concerning the Equipment or your suitability to use the Service, and;
- Carry out, at your cost, any works necessary for installation of the Equipment.

8. Lifetime of this Agreement

This Agreement commences once we issue a Registration Confirmation Notice. We can end this Agreement:

- By giving You thirty (30) days' notice at any time;
- Immediately by notice if You do not pay a Fee when due;
- Immediately by notice if You fail to do anything else required by this Agreement within fourteen (14) days of us asking You to;
- Immediately by notice within three (3) days of issuing a Registration Confirmation Notice and refunding any Fees, or;
- Immediately by notice if your use of the Service interferes in any way with our ability to provide the Service to others.

You can end this Agreement:

- By giving us thirty (30) days' notice at any time, or;
- Immediately by notice if we fail to do anything required by this agreement within fourteen (14) days of You asking us to.

9. Return of the Equipment

Umps Health is committed to the responsible management of electronic waste. When this Agreement ends, we will provide You with the option to return the Equipment to us for us to re-use, recycling or disposal. If You choose to return the Equipment to us we can provide You with a postage-paid return label addressed to our Head Office.

10. Refund Policy

If You end this Agreement because are not satisfied with the Service, You may be eligible to receive a refund on some or all of the Fees paid.

On request, we will provide a refund of the most recent Monthly Operation Fees paid if You cancel more than thirty (30) days after this Agreement has commenced. If You cancel the Service less than thirty (30) days after this Agreement has commenced, You are not eligible to receive a refund when ending this Agreement.

You are only eligible for a refund if You pay for the Service via credit card. If You receive the Service as part of a Home Care Package or other funding mechanism, You are not eligible to receive a refund when ending this Agreement.

You must to return all Equipment to us to be eligible to receive a refund. We will process all refund requests within thirty (30) days of receiving the Equipment. To request a refund, contact us via one of the methods listed in Section 12 of these Terms.

11. Liability

11.1. Limitation of Liability

To the fullest extent allowed by law, neither Umps Health nor its suppliers shall be liable for any loss of use, lost data, failure of security mechanisms, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance.

11.2. Liability Cap

To the fullest extent allowed by law, Umps Health's and its third-party suppliers' entire liability under this reseller agreement shall not exceed the amounts actually paid by You to Umps Health during the most recent End User Billing Period.

12. Warranties

When You purchase any new Umps Health Equipment You automatically receive a one year Manufacturer's Warranty. Under this Warranty, Umps Health will repair or, at our option, replace without cost to You any Equipment which is found to be defective within one year from the date of purchase.

This warranty DOES NOT cover:

- Any problems not related to any defect in the Equipment, such as those caused by the incorrect the installation of Equipment, faults caused by the user,

damage caused by pests, e.g. rats, cockroaches etc. or power outages or surges.

- Defects caused by factors other than normal use in accordance with the Umps Health Instruction Guide.
- Defects to the Equipment caused by accident, neglect, misuse or 'Act of God'.
- Repairs when the Equipment has been damaged, destroyed, disassembled, or
- modified.

In order to make a claim under this Warranty, upon identification of a defect You must cease using the affected Equipment, contact us through one of the methods outlined in Section 13: Contact Details and send the affected Equipment to our Head Office. You are responsible for shipping the Equipment to our Head Office.

For Australian Customers

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, You are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, You are entitled to have the failure rectified in a reasonable time. If this is not done You are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

13. Contact Details

We may contact You using the contact details specified in your Registration.

You may contact us:

- By phone: 1300 907 272
- By mail:
Umps Health
Level 1, 333 Exhibition St
Melbourne VIC 3000
- By email: info@umpshealth.com
- Online: <https://www.umpshealth.com>

14. Assignment

You may not assign your rights under this Agreement without our consent.

15. Changes to this Agreement

We reserve the right to modify these Terms at any time. Whenever we make changes to these Terms, the changes are effective five (5) days after we post such revised Terms (indicated by revising the date at the top of these Terms) or upon your acceptance if we provide a mechanism for your immediate acceptance of the revised Terms (such as a click-through confirmation or acceptance button).

It is your responsibility to check this website for changes to these Terms. If You continue to use the Service after the revised Terms go into effect, then You have accepted the changes to these Terms.

16. General

This Agreement is the entire agreement between You and Umps Health relating to use of Umps Health Products and the Service and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products and the Services or any other subject matter covered by this Agreement.

If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

This agreement shall be governed, construed, and enforced in accordance with the laws of Australia, without regard to conflicts of law principles.

17. Definitions in this Agreement

Equipment Fees are Fees Umps Health charges for Umps Health Equipment.

End User means any person residing in a premise with Umps Health Equipment installed.

Monthly Operation Fees are Fees Umps Health charges for the Umps Health Equipment and Services to an End User.

Nominated Contact(s) means any person(s) You nominate through the Registration Page to have access to the Umps Health Services.

Registration means the information You provided to us prior to the commencement of this Agreement through the Umps Health Registration Page.

Umps Health Equipment means any products, hardware devices, or other physical items provided by Umps Health for installation at the End User's Premises under this Agreement.

Umps Health Services means the ongoing provision of services as outlined in the Umps Health Terms of Service.

User Account refers to the unique credentials (username and password) provided to or selected by You to access the Service.