

TERMS AND CONDITIONS AND LEGAL NOTICE

CallOnAlarm.io
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This document is a translation. In case of discrepancy in interpretation, the French version shall prevail, subject to mandatory consumer protection provisions of the User's country of residence.

Legal Notice

Site Editor

The website callonalarm.io is published by Homsec Services, a French simplified joint-stock company (SASU) with a share capital of €1,000.

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Hosting Provider

The service is hosted by Hetzner Online GmbH.

Registered office: Industriestr. 25, 91710 Gunzenhausen, Germany

Data location: European Union (Germany/Finland)

Article 1 — Purpose

These Terms and Conditions (hereinafter "T&C;") define the terms and conditions of use of the CallOnAlarm platform (hereinafter "the Service" or "the Platform"), accessible at callonalarm.io, as well as the rights and obligations of the parties.

CallOnAlarm is an alert notification platform that enables its customers to receive automated phone calls when an event is detected. These events can come from physical devices (sensors, connected equipment, alarm panels) or be triggered via our API by third-party applications.

The Service is offered to Users residing in the European Union and the European Economic Area. Use of the Service implies full acceptance of these T&C.;

Article 2 — Definitions

"User" or "Customer": any natural or legal person who has created an account on the Platform and subscribed to the Service.

"Consumer": any natural person acting for purposes outside their trade, business, craft or profession, within the meaning of Directive 2011/83/EU.

"Emergency Contact": any natural person designated by the User to receive alert notifications via automated phone calls.

"Connection": technical configuration enabling the link between a device (alarm panel, sensor, application) and the CallOnAlarm Platform.

"Credit": billing unit used for phone calls and certain ancillary services.

"Alert": event detected by a connected device and transmitted to the Platform for notification.

Article 3 — Access to the Service

3.1 Account Creation

Access to the Service requires the creation of a user account. The User undertakes to provide accurate, complete and up-to-date information during registration. They are responsible for the confidentiality of their login credentials and all activity carried out from their account.

3.2 Eligibility Conditions

The User must be a natural person of legal age according to the legislation of their country of residence, or a legal entity legally established in a Member State of the European Union or the European Economic Area.

3.3 Right of Withdrawal

3.3.1 Consumers

In accordance with Article 16 of Directive 2011/83/EU on consumer rights, the right of withdrawal cannot be exercised for contracts for the supply of digital content not supplied on a tangible medium if performance has begun with the consumer's prior express consent. By subscribing to the Service, the Consumer User expressly requests immediate performance and acknowledges waiving their fourteen (14) day right of withdrawal.

3.3.2 Professionals

The right of withdrawal provided by Directive 2011/83/EU does not apply to contracts concluded between professionals.

3.4 Service Availability

3.4.1 Best Efforts Commitment

CallOnAlarm implements a high-availability infrastructure and undertakes to deploy all reasonable technical means to ensure Service continuity 24 hours a day, 7 days a week.

3.4.2 Legal Guarantee of Conformity

In accordance with Directive (EU) 2019/770, CallOnAlarm guarantees the conformity of the Service throughout the subscription period. In the event of a major incident attributable to our infrastructure making it impossible to receive alerts for more than 4 consecutive hours, affected Users will receive compensation of 10% of their annual credit allocation.

3.4.3 Exclusions

This compensation does not apply to interruptions resulting from: scheduled maintenance (notified 48 hours in advance), failure of our technical providers or telecommunications operators, force majeure, or malfunction of User equipment.

Article 4 — Description of the Service

4.1 Main Features

The CallOnAlarm Service includes:

- Reception of alarm messages from panels and connected devices
- Notification of emergency contacts via automated phone calls
- A DTMF key acknowledgment system
- Emergency contact management with consent verification
- A dashboard for monitoring events and calls

4.2 Consent Verification System

In accordance with Regulation (EU) 2016/679 (GDPR) and Directive 2002/58/EC (ePrivacy), before an emergency contact can receive alerts, an automatic verification call is made to obtain their explicit, free, specific and informed consent.

4.3 Notification Availability

Emergency contacts who have given their express consent may be called at any time of day or night (24 hours a day, 7 days a week), as alerts can occur at any time.

Article 5 — Subscription and Pricing

5.1 Subscription Plans

The Service is accessible via various annual subscription plans, each including a defined number of credits. Details of current plans and prices, expressed in euros excluding taxes (excl. VAT), are available on callonalarm.io. Applicable taxes according to the User's country of residence will be calculated and added by our payment provider (Stripe) upon checkout.

5.2 Credit System

Credits are allocated at the beginning of the subscription period and are valid for the duration of the subscription. Unused credits at subscription expiration are not carried over, except in case of renewal where remaining credits are preserved.

Credit consumption:

- **Phone calls:** 2 credits per call (consent verification or alert notification)
- **Technical emails:** 2 credits per 10 technical emails

5.3 Payment

Payment is made by credit card via our secure payment provider Stripe. The subscription is automatically renewed at each due date, unless terminated under the conditions set out in Article 10.

Article 6 — User Obligations

The User undertakes to:

- Use the Service in accordance with its purpose and these T&C;
- Personally inform each emergency contact before adding them to the Platform
- Provide accurate and up-to-date information
- Not use the Service for telephone harassment or spam
- Respect the rights of third parties, particularly emergency contacts
- Customize alert messages in a clear, non-misleading manner
- Not attempt to compromise the security or operation of the Platform

Article 7 — Liability for Customized Messages

The User has the option to customize the call prefix and alert message broadcast during notifications. By using this feature, the User assumes full responsibility for the content of these messages and guarantees that they are clear, understandable, free of any misleading, defamatory or malicious content, and compliant with applicable laws.

CallOnAlarm reserves the right to suspend any account using messages that do not comply with its acceptable use policy.

Article 8 — Limitation of Liability

8.1 Nature of the Service

CallOnAlarm is an automated notification service and does not constitute a professional monitoring or surveillance service within the meaning of national regulations applicable to private security activities. The Service does not replace national emergency services (police, fire, emergency medical services) or licensed monitoring companies. The User acknowledges that the Service constitutes a complementary alert transmission tool and not a standalone security device.

8.2 Exclusions of Liability

CallOnAlarm shall not be held liable for:

- Failures of telephone or internet networks
- Unavailability or non-response of emergency contacts
- False alerts generated by User equipment
- Damages resulting from misconfiguration by the User
- Consequences related to non-receipt or delay of notification

8.3 Compensation Cap

In any event, and subject to mandatory consumer law provisions applicable in the User's country of residence, CallOnAlarm's liability is limited to the amount of the subscription paid by the User for the current period.

Article 9 — Intellectual Property

All elements of the Platform (software, texts, images, logos, etc.) are protected by intellectual property law applicable in the European Union and remain the exclusive property of CallOnAlarm or its partners. The User undertakes not to reproduce, modify or exploit these elements without prior written authorization.

Article 10 — Duration and Termination

10.1 Duration

The subscription to the Service is taken out for a period of one year, renewable by tacit agreement.

10.2 Termination by the User

The User may terminate their subscription at any time via the termination button available in their customer area. Termination ends automatic renewal. The User retains access to the Service and their remaining credits until the contract anniversary date. No pro rata refund will be made for the remaining period.

10.3 Termination by CallOnAlarm

CallOnAlarm reserves the right to immediately suspend or terminate access to the Service in case of violation of these T&C;, fraudulent use, non-payment, or behavior infringing third-party rights.

Article 11 — Personal Data Protection

11.1 Legal Framework

Personal data processing is carried out in accordance with Regulation (EU) 2016/679 (GDPR) and Directive 2002/58/EC (ePrivacy), as well as applicable national transposition legislation.

11.2 Responsibilities

The User acts as data controller for emergency contact data they enter. CallOnAlarm acts as data processor within the meaning of Article 28 of the GDPR for notification execution.

11.3 Privacy Policy

Personal data processing is described in our Privacy Policy, which forms an integral part of these T&C.;

11.4 International Transfers

Data is hosted within the European Union. Any transfer to a third country is governed by appropriate safeguards in accordance with Chapter V of the GDPR.

11.5 Security and Incidents

CallOnAlarm undertakes to maintain appropriate technical and organizational measures to protect data. In the event of a personal data breach presenting a risk, CallOnAlarm will notify the competent supervisory authority within 72 hours.

Article 12 — Amendment of T&C;

CallOnAlarm reserves the right to modify these T&C; at any time. Modifications will be notified to Users by email at least 30 days before coming into effect. Continued use of the Service after this date constitutes acceptance of the new T&C.;

Article 13 — Applicable Law and Jurisdiction

13.1 Applicable Law

These T&C; are governed by French law. However, in accordance with Regulation (EC) No 593/2008 (Rome I), if the User is a Consumer residing in another Member State of the European Union, they also benefit from the protection of the mandatory provisions of the consumer law of their country of residence.

13.2 Dispute Resolution

In case of dispute, the parties undertake to seek an amicable solution. Consumers may use the European Online Dispute Resolution (ODR) platform accessible at: <https://ec.europa.eu/consumers/odr/>

13.3 Competent Jurisdiction

Failing amicable resolution, disputes with professional Users will be submitted to the competent courts of Homesec Services' registered office (France). Consumer Users may bring proceedings either in the courts of their place of residence or in French courts.

Article 14 — Contact

For any questions regarding these T&C; or the Service:

Support: support@callonalarm.io

Data Protection (DPO): privacy@callonalarm.io

Website: <https://callonalarm.io>

Article 15 — Supervisory Authorities

If you believe that the processing of your personal data constitutes a violation of the GDPR, you have the right to lodge a complaint with your country of residence's supervisory authority. A list of supervisory authorities is available on the European Data Protection Board website: <https://edpb.europa.eu/>

Examples of supervisory authorities:

- **France:** CNIL — www.cnil.fr
- **Germany:** BfDI — www.bfdi.bund.de
- **Spain:** AEPD — www.aepd.es
- **Italy:** Garante — www.garanteprivacy.it
- **Belgium:** APD — www.autoriteprotectiondonnees.be
- **Netherlands:** AP — www.autoriteitpersoonsgegevens.nl
- **Other countries:** see EDPB list above

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