

Warranty

12 months warranty

The LiveLife Alarms come with a standard 12 months warranty from date of purchase. If the alarm unit or pendant has a manufacturing defect causing it to fail within the first 12 months of purchase, we will replace it free of charge or refund the purchase price.

Troubleshooting procedure

If your alarm has stopped working please refer to the 'Troubleshooting' section of your User Manual that was included with your alarm and check to see the cause of the failure is not due to incorrect operation or that it can be easily rectified. If you no longer have a copy of the User Manual you can download it on our website.

How to claim against your warranty

If after consulting the 'Troubleshooting' section the alarm is still not working then please contact us by emailing us at: info@livelifealarms.com.au or call us on 1800 936 774 to arrange to have the alarm returned for a warranty claim assessment.

Circumstances that can void your warranty

Please be aware your warranty can become void if any of the following have occurred:

The device has been opened or tampered with. The Alarm has been modified or not used in accordance with our instructions.

The device has been dropped or suffered damage from physical impact.

The device has been damaged by fire or has been exposed to excessive heat.

The device has been used with an incorrect power adapter.

The device has been subject to an incorrect voltage due to lightning or a power surge.

The device has been subject to a liquid spillage causing a failure.

The device has been submerged in water.

What if something goes wrong after 12 months?

If the mobile alarm breaks after the first 12 months please contact LIFELIFE ALARMS to send it back to us for repair or replacement. We will only charge you for the cost of repair and shipping. You won't have to pay full price for a new alarm.

Guarantee under Australian consumer law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

LIFELIFE ALARMS is not liable for any indirect or consequential loss or claims.

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Refunds & Returns Policy

14 day return policy

If for any reason you are not completely satisfied with your purchase we will give you a *refund from the date you receive the goods till the end of 14 days from that date.

Please email us at: support@livelifealarms.com.au within that time or call us on 1800 936 774 if you are not satisfied with your purchase so that we can resolve any problems.

This *refund policy does not apply to goods which show wear and tear or are damaged after delivery or if any attempt has been made to alter the product or if they have been dropped or broken. All products and parts must be returned in their original condition. All postage and insurance costs are to be paid by the user. We recommend that you return the product via Registered post and that you pre pay all postage. The user bears any risk of lost, theft or damaged goods during transit and therefore we advise you take out shipment registration of insurance with your postal carrier. LiveLife Alarms will not be responsible for parcels lost or damaged in transit if you choose not to insure.

*Refund amounts (General)

If you return the Mobile Alarm in its original condition within the 14 day refund period we will refund the purchase amount **less:** \$45.00 for setup and pre-programming, \$20 for sim card and mobile credit/usage, \$15 credit card/PayPal transaction and admin fees:
TOTAL \$80.00

Refund amounts (Coverage)

It is ultimately the user's responsibility to test their alarm during the 14 day *refund period and identify any mobile network coverage or signal issues.

We use our best endeavours to ascertain if there is adequate coverage at the location where the user resides. Our standard practice before setting up your alarm is to do a coverage check on the 'Telstra Mobile Network' at the supplied, primary address where the alarm will be used and if necessary also ask the purchaser if they personally are aware of any weak signals inside the residence on devices connected to the Telstra Mobile Network.

We cannot 100% guarantee (similar to any seller of a mobile device) that when the alarm is used inside your residence there will be an adequate signal although we use our best endeavours before delivery to check the coverage. If after testing the user believes there is a weak signal then they should contact us via phone or email before the '14 day period' expires in order for us to investigate the coverage issue. If after investigating we find the coverage is inadequate and we cannot provide an alternate SIM card and network provider, upon the device being returned we will *refund the purchase price less \$80 (see above).

Parties and agreement

USER: (Person/s using the LIFELIFE MOBILE ALARM PENDANT)
LIFELIFE ALARMS: ABN 23 603 888 991: (Supplier of the LIFELIFE MOBILE ALARM PENDANT device) of 3/163 Brighton Avenue, Toronto NSW, Australia 2283.

The parties hereto agree that:

1. Alerting people in an emergency situation

The USER of the device understands that the device is used as a first-in-stance, alert system to help the wearer in an emergency, when under duress or when in need of help. It is designed and supplied to simply alert the USER'S chosen family member/s or friend/s, carer/s or neighbor/s so they may arrange someone to come to the USER'S aid. 000 can be included as a contact, but use of the device does not completely assure that help or protection or that emergency help will arrive within a specific timeframe. LIFELIFE ALARMS do not control how long an alerted party may take to respond to an alert. LIFELIFE ALARMS recommend that the alert parties chosen by the user are aware of the alarms use and are suitable for providing the assistance they may be providing the USER.

2. Limitations of device: Mobile network coverage disclaimer

The USER understands the actual mobile alarm connection depends on where they are in relation to the available 3G (WCDMA) or (4G) mobile network coverage. USERS should be aware that LIFELIFE ALARMS uses mobile coverage maps to check on available 3G (or 4G) coverage in the USER'S home when processing the USER'S order and that these maps have been created using tools that predict the likely areas of coverage, but do not guarantee that coverage.

Not every particular location within an identified coverage areas has been individually tested for coverage. This means that while the footprint of coverage outlined on the maps is generally accurate, there will be specific areas described as being within a coverage area where a USER'S mobile alarm/device will not work.

This is a common characteristic of wireless systems. For example, coverage could be degraded or non-existent in specific locations due to certain physical structures or geographic features or as a result of the device used. Physical structures which may block or inhibit coverage could include basements, lifts, underground car parks, concrete buildings, tunnels and road cuttings. Geographic features which may block or inhibit coverage could include formations such as hills and mountains or even trees.

If the USER is relying on the device for possible emergencies it is the responsibility of them to test the device before using it and relying on it and then do regular tests. LIFELIFE ALARMS does not guarantee that the device can connect to the mobile network at all times, or that a help SMS or help call will be received by every emergency contact at all times or within a short timeframe.

3. Limitations of device: GPS Functions disclaimer

The USER understands that the GPS functions and the help SMS alarms the device sends out with a GPS location on Google Maps are limited to the common constraints of all GPS systems.

The device uses the built in GPS technology to fix the location of the device with an accuracy of 2.5 metres. In order for the GPS functions to work it requires a line-of-sight connection to satellites in the sky. For the device to receive the signal it needs to be pointed to the sky. Normally takes up to 10 minutes to receive it's first fix (TTFF) and work out the co-ordinates of it's exact location.

In the event that the pendant cannot receive the GPS signal it will provide it's last known position only in a help SMS. The device does not use a 'triangulation method' when a current GPS fix is not available. The device checks for an updated GPS location when the device detects movement in accordance with the default, power saving mode and therefore LIFELIFE ALARMS cannot guarantee that the device knows the current GPS location at all times, i.e. When the help button is activated or a 'loc' request is sent to it via SMS.

Underground carparks, lifts, concrete buildings, tunnels and other constructions can block the signal from satellites to the pendant. It is possible that as a wearer of the pendant is in a location where there is no GPS signal that there may also be no 3G mobile signal meaning the functions of the device will not operate till the wearer moves to an unobstructed location.

4. Limitation of prepaid credit being available (only applies to 'prepaid credit sim card option' or 'wearer using their own sim card')

The USER understands that the device has a SIM card installed that requires an amount of either pre-paid or post credit to be available for it to perform it's SMS alarm functions, it's GPS location functions, it's voice call functions and it's SMS reply and command functions. It is the responsibility of the USER to regularly check that there is enough credit for outgoing SMS's and voice calls to function. LIFELIFE ALARMS does not take responsibility for the checking or recharging of credit at any time.

The USER is provided with the mobile network provider's details and a login to check on their credit and that LIFELIFE ALARMS does not permanently store these login details. The USER understands that the cost of recharging credit can change from time to time after the time of purchase and that the USER should make themselves aware of changes to prepaid and postpaid credit plans as well as the SMS and voice call rates under those plans.

5. Limitation of liability

The parties agree that the device is not designed or guaranteed to prevent any loss or injury.

If, notwithstanding the terms of this agreement, there should arise any liability on the part of LIVE LIFE ALARMS as a result of any cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by LIVE LIFE ALARMS's negligence to any degree or failure to perform any obligation or strict products liability, such liability will be limited to the sum of \$527.00 for the supply of the device. LIFELIFE ALARMS is not liable for any indirect or consequential loss or claims.

LIVE LIFE ALARMS cannot guarantee in any way that the device will prevent accidents, death or personal injury to the USER or others, property damage, illegal entry or undue delay in any emergency service response from occurring and is not liable in any manner for any loss or damage resulting there from.

LIVE LIFE ALARMS is not responsible or liable for any injury, loss or damage caused by persons responding, failing to respond, or failing to respond promptly to USER'S home or other location. LIVE LIFE ALARMS is not responsible or liable for any injury, loss or damage caused in whole or in part by damage to the device while in your possession, improper installation, unreasonable use or abuse of the device, failure to provide proper maintenance or to follow the written instructions provided or failure to regularly test the device.

6. Return/Refund policy

LIFELIFE ALARMS publishes its returns/refund policy on its website and the USER agrees that this policy was available at the time of purchase. This policy limits the refund amount payable under our 14 day refund policy to cover LIFELIFE ALARMS'S cost of supply of allocating mobile usage/credit, a SIM card, testing, setup, programming and any credit card or PayPal transaction and admin costs incurred by LIFELIFE ALARMS. *See over for more details.*

7. Delivery of these terms and conditions

The USER acknowledges that these terms and conditions and incorporated documents were made available to the USER online via LIFELIFE ALARMS'S website and were delivered to the USER'S address by Australia Post along with the device, it's packaging and printed instructions for the installation and use of the device.

8. Conflicting documents

Should there arise any conflict between this agreement and USER'S purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement.

9. Full agreement / Severability

The terms and condition in this agreement constitute the full understanding between the parties. Any changes to these terms will be published on the Livelife Alarms website and will be effective within 60 days of the publication otherwise the conditions remain unchanged. The USER acknowledges and represents that the USER has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this agreement and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

10. Legal action

The USER submits to the jurisdiction and laws of NSW, Australia and agrees that any litigation or arbitration between the parties must be commenced and maintained in NSW, Australia. Service of process or papers in any legal proceeding or arbitration between the parties may be made by Express Mail delivered by Australia Post addressed to the party's address in this agreement or another address provided by the party in writing to the party making service.

LIVE LIFE ALARMS POSTAL ADDRESS: 3/163 Brighton Avenue, Toronto NSW 2283. The USER understands that instead of suing or being sued in court, the parties may have their dispute determined by mediation or arbitration.

11. Governing law

This Agreement shall be governed by the laws of the State of NSW.