

# **TERMS AND CONDITIONS OF USE**

Terms and Conditions of Use updated: May 23, 2017

## **WELCOME TO PRIVATE SENTINEL LIMITED**

Thanks for using our product and services! These Terms and Conditions of Use ("Terms") set forth and govern your rights and obligations regarding the use of Private Sentinel Limited's products and services (collectively "Service") on the Internet or through cellular and social media. These Terms constitute a fully binding agreement between you and Private Sentinel Limited, its subsidiaries, affiliates and licensees (collectively "Private Sentinel"). Please read the Terms carefully. Your purchase of the Service means you have agreed to all of the Terms and our Privacy Policies. If you do not agree to all of these Terms you may not purchase and/or use the Service.

## **WHAT IS THE SERVICE**

The Service is a private (non-governmental) mobile application to be used on system capable cellular telephones and mobile devices that are properly enabled and is designed to provide personal empowerment for individuals assisting with improvement of notifications and potentially provide shorter response times in the event of one or more type of emergencies. The Service assists by alerting your notification contacts (people selected by you either as a predefined emergency contact person or as a member of your group and listed on your device) by SMS, email or other communication and placed upon social media (sites selected by you at registration and listed on your device) as well as other Service users in your current approximate local geographic area who may lend assistance. However, by using our Service we cannot ensure nor guarantee the timely sending of notifications or any response by any authority or any public or private third party. Our Service is not, does not and will never at any time, provide any on-site personal response by Private Sentinel to you.

## **SUBSCRIPTION**

- Title of service: Private Sentinel Annual Subscription / Single PRO or Family PRO.
- Length of subscription: 365 days.
- Price of subscription: according the current subscription rate as defined in the application.
- Payment will be charged to the User's appropriate store account at confirmation of purchase.
- Subscription automatically renews unless auto-renew is turned off in User's profile settings. If subscription renews, User will be charged for renewal during the 24 hours prior to the end of the current period and the renewal will be for the same duration and at the current renewal subscription rate for that subscription.

## USING THE SERVICE

Subject to your full payment, your compliance with the Terms, and as permitted by law, Private Sentinel gives you a personal, non-assignable and non-exclusive license to use the Service for a limited period that is or has been fully paid. You must follow any practices and policies required by the Services. You may only use the Service exclusively for your private and personal purposes. You may not copy, modify, distribute, sell, or lease any part of our Service or included software, nor may you reverse engineer or attempt to extract the source code. You may not use the Service commercially and the Service may not be used in any manner except as set forth in the Terms. For example and without limitation, you may not: (i) offer to third parties a service of your own that uses the Service; (ii) resell the Service; (iii) offer to rent or lease the Service; or (iv) offer the Service to the public via communication or integrate it within a service of your own. All rights not expressly granted to you in these Terms are reserved and retained by Private Sentinel or its respective licensors, suppliers, publishers, right holders, or other content providers. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.

The Service includes Private Sentinel downloadable software and widgets and our software may from time-to-time update automatically without notice to you on your mobile telephone or mobile device when a new version or feature is published. You must download the software updates as published and ensure our Services are always turned on. Failure to download the software updates, widgets and ancillary devices may adversely affect the Service and its' functionality and as a result your Service may not work properly and/or may be suspended or terminated. You must determine if your mobile telephone or mobile device and your cellular service meets any and all technological system requirements for use of the Service and pay all associated fees. You should be aware that continued use of GPS running in the background can dramatically decrease battery life. Private Sentinel may also stop providing Services to you upon prior notice, or add, detract or create new limits to our Services at any time. You should check our Terms regularly for updates. You can stop using our Services at any time.

Once an emergency occurs and you utilize our Service to assist in a response, we will be providing some of your personal information to your contact notifications, and your social media sites. Other third parties, such as other Private Sentinel Service users may be alerted to your personal information including, but not limited to, your location. We will then use your personal information to assist you. There should be no expectation or belief that your personal information that we share through our Service to respective parties in an emergency will then be confidential.

Private Sentinel uses your location and route information to create a location history of all of your travels when using the Service. Private Sentinel uses this history to offer the Service to you, to improve the quality of the Service it offers to you and to all of its users, and to improve the accuracy of its mapping and navigation data. This history is associated with your membership account and username. This history is retained by Private Sentinel for a limited period of time as exclusively determined from time-to-time by Private Sentinel. Private Sentinel will link all of your information with your membership account and a unique identifier generated by Private Sentinel in accordance with our internal practices. Your personal information may be confidential to you but by using the Service you agree that we may use your personal information, disclose and disseminate your personal information to public and private sources for the purposes of our Service, including, but not limited to, contact notifications and social media sites you exclusively elected and other Private Sentinel Service users in your current location.

You should understand, and you agree that our Service may be limited or prevented from time-to-time because of reasons beyond our control, including, but not limited to acts of God, things like power outages and other utility failure or interruptions, your low battery power or battery failure, the absence of transmission services, atmospheric conditions, and actions by you such as your use of virtual private networks or third party software to hide your identity or location or failure to have a properly functioning mobile telephone or mobile device with the Service and GPS and location settings active. In the event that a reasonably precise location cannot be determined for you from the information provided by your mobile telephone or mobile device then we will not be able to ascertain the assigned contacts for notifications and therefore we cannot convey any emergency notification or submit any emergency response. Please be aware that some social media selected by you may not permit postings by the Service.

## **YOUR MEMBERSHIP ACCOUNT / CONFIDENTIAL INFORMATION**

When you purchase the Service you set up a membership account entering all the information required by Private Sentinel. If you use the Service, you alone are responsible for (i) maintaining the confidentiality of your membership account and password, (ii) entering the correct (not false or misleading) initial information and timely updating your information, including, but not limited to, your mobile telephone number, your email address, your contacts for notification by SMS, email or other communication, as well as the social media selected by you, (iii) payment of any and all fees for and compliance with the respective terms and conditions of your mobile telephone and mobile service providers and social media, and (iv) always enabling all network and GPS location settings/services on your mobile telephone and mobile devices and all other actions to use the Service, including, but not limited to, activation of roaming functionality. If you are under 18, you may use the Service only with involvement and supervision of a parent or legal guardian. Private Sentinel reserves the right to refuse Service, terminate membership accounts, remove or edit content, in its exclusive discretion. Keep in mind that false, incorrect, or outdated information may substantially impair or prevent Private Sentinel's ability to provide you with the Services and to contact you when necessary. It is mandatory that you accurately and fully enter the information fields for our Service to work properly.

## **ABOUT THESE TERMS**

We reserve the right to make changes to our site, the Terms and our Privacy Policies at any time. For example, we may change them to reflect changes to a law, rule or regulation or make other changes to our Service. You should look at these Terms and the Privacy Policies regularly for any changes. We will post to this site the modified Terms in the applicable Service and modified Privacy Policies. Changes will not apply retroactively but will become effective no sooner than three calendar days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for our Service, you should discontinue your use of the Service. If there is a conflict between these Terms and the modified Terms, the modified Terms will control for that conflict. These Terms control the relationship between Private Sentinel and you and do not create any third party beneficiary rights for any party claiming through you. If any of provisions shall be deemed invalid, void, or for any reason unenforceable, such specific provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

If you do not comply with these Terms, and we don't take action right away, this doesn't mean that Private Sentinel is giving up any rights that we may have (such as taking action in the future). If it turns out that a particular Term is not enforceable, then the remaining Terms will continue in full force and effect.

When you use our Service, you may also be using the services of one or more third parties, such as a cellular provider or a mobile device platform provider and any social media providers. Your use of these third party services may be subject to the separate policies, terms of use, and fees and costs of these third parties.

## **PRIVACY POLICY**

Private Sentinel's Privacy Policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Private Sentinel can use such data in accordance with our Privacy Policies and these Terms. Please review our Privacy Policies, which are included as part of these Terms and also govern your use of our Services, to understand our policies and practices. By using the Service you accept and agree to these Privacy Policies.

## **ELECTRONIC COMMUNICATIONS**

When you use the Service, we are communicating with each other electronically. You consent to sending and receiving communications electronically. We will communicate with you by email or by posting notices on this site or through the Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically in any electronic method satisfy any legal requirement that such communications be in writing.

## **YOUR DUTIES AND OBLIGATIONS**

The Service is designed to provide personal empowerment for individuals assisting with improvement of notifications and potentially shorter response times in the event of one or more type of emergencies. It also assists in notification to third parties selected by you and upon social media sites selected by you as well as notifications to other Private Sentinel Service users in your current location. Please keep in mind you have in these Terms contractual duties and obligations with us and we believe you have other legal and moral duties and obligations to third parties in the use of our Service. You must remember that you are in a community of people and you must act responsibly and as a reasonably prudent person when activating an alert. However, please understand that you are never required, and have no obligation whatsoever, to take any action or provide assistance to another Private Sentinel user in the event you receive an alert from us. Likewise, they are not obligated to provide assistance to you in the event of an alert. You should never provide false or misleading information nor misuse our Service in any manner and we reserve the right to suspend or terminate our Service to you in the event you do not comply with these Terms and/or any other misuse. If we suspend or terminate the Service to you, we may in our exclusive discretion deny reinstatement to you or permit reinstatement upon the then-current fees associated therewith.

**You must always comply with all the Terms and take the following actions in connection with the Service or the Service may not work for you:**

You have a mobile telephone or mobile device technologically capable of utilizing the Service. The Service is limited to certain IOS and Android mobile telephones and certain mobile devices and you must ascertain if your mobile telephone and mobile device is capable of using our Service;

You have and maintain a cellular service provider with a fully functioning telephone and data service or Wi-Fi enabled capable of utilizing the Service;

You activate or enable all network based and GPS location settings on your mobile telephone or mobile device and all other actions to use the Service, including, but not limited to, activation of roaming functionality;

You ensure your mobile telephone or mobile device is turned on, ensure the Service runs at startup, and your mobile device has sufficient battery power to activate and use the Service. Use of GPS location services can adversely affect battery usage;

You enter and update the correct (not false) information for your membership account such as your mobile telephone number, email address, notification contacts and social media;

You enable your mobile telephone or mobile device to accept updates in our software and other communications from Private Sentinel;

You enable your mobile telephone or mobile device to utilize all widgets and other ancillary devices provided and associated with the Service;

You must determine if the social media you have selected will permit postings by the Service;

**You will only use the Service in the event of a real emergency;**

**You will be responsible for proper use of the Services. In the event you accidentally activate an emergency response or activate a false alert on purpose abusing the Service you must take any and all action to remedy the situation and you will be exclusively responsible for any and all third party costs and expenses associated with the same;**

You will act in a responsible and honest manner in using the Service and you must be vigilant and aware of your surroundings;

You will maintain the confidentiality of your membership account and password and those of your mobile telephone, mobile device and social media accounts.

**You must not take, including, but not limited to, any of the following actions in connection with the Service or the Service may not work for you:**

You will not enter or provide false or misleading information to Private Sentinel or any other party;

You will not use the Service in the commission of crimes or in any manner that places third parties in jeopardy or results in harm or damage to third persons and property;

You will not use our Service in violation of any law, rule or regulation whatsoever;

You will not use the Service to make false or unwarranted alerts;

You will not use the Service for other than your personal use;

You will not use or you will disable any (i) virtual private network or (ii) third party software intended to hide your identity or your location on your mobile telephone or your mobile device or

(iii) any software or program that limits or prevents our Service from working properly such a sleep functionality;

You will not interfere with our Service or try to access it using a method other than the interface and the instructions that we provide;

You will not alter or modify the Service or underlying software; and

You will not remove, obscure, or alter any legal notices displayed in or along with our Services.

## **OUR WARRANTIES AND DISCLAIMERS**

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, PRIVATE SENTINEL, AND ITS SUPPLIERS AND DISTRIBUTORS MAKE NO REPRESENTATIONS OF ANY KIND OR CHARACTER AND DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, SATISFACTORY QUALITY, OPERATION, TIMELY, FULL OR SPECIFIC PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE OR UNDER ANY COMMERCIAL OR CIVIL CODE OR SIMILAR LAWS OF ANY JURISDICTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIVATE SENTINEL DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, INFORMATION, CONTENT, (INCLUDING SOFTWARE) OR THE SPECIFIC FUNCTIONS OF THE SERVICES WILL BE RELIABLE, ERROR-FREE, CORRECTED IN CASE OF DEFECTS, COMPLIANT WITH APPLICABLE LAW, UNINTERRUPTED, PROVIDED IN A TIMELY MANNER OR OTHERWISE BE AVAILABLE AT ANY GIVEN TIME AND AT ANY GIVEN PLACE.

YOU ACKNOWLEDGE THAT THE SERVICE HAS NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS, AND THAT IT IS THEREFORE YOUR RESPONSIBILITY TO ENSURE THAT THE FACILITIES AND FUNCTIONS OF THE SERVICE AS DESCRIBED IN THESE TERMS MEET YOUR REQUIREMENTS.

PRIVATE SENTINEL MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING YOUR MOBILE TELEPHONE OR MOBILE DEVICE, YOUR TELEPHONE SERVICE OR INTERNET OR WIFI CONNECTION AVAILABILITY, OR ANY SOCIAL MEDIA OR THE AVAILABILITY OF ANY EMERGENCY RESPONSE BY ANY AUTHORITY OR ANY THIRD PARTY. PRIVATE SENTINEL DOES NOT WARRANT THAT THE SERVICES MADE AVAILABLE TO YOU THROUGH PRIVATE SENTINEL'S SERVERS OR ELECTRONIC COMMUNICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR MODIFIED TERMS OR PRIVACY POLICES OR MODIFIED PRIVACY POLICIES. THE SERVICES ARE PROVIDED ON AN "AS IS", WITH ALL FAULTS, AND ON AN "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND PRIVATE SENTINEL IS NOT REPSONSIBLE FOR ANY LOSS OR DAMAGE WHATSOEVER YOU MAY SUFFER IN AN EMERGENCY. PRIVATE SENTINEL IS NOT RESPONSIBLE FOR ANY ACTION OR INACTION TAKEN BY OR

WITHHELD BY ANY THIRD PARTY, PUBLIC OR PRIVATE PARTIES, RESPONDING TO YOUR USE OF THE SERVICE. YOU UNDERSTAND AND ACKNOWLEDGE THAT GPS LOCATION SERVICES MAY ADVERSELY AFFECT BATTERY USAGE OF YOUR MOBILE DEVICE. YOU ARE RESPONSIBLE TO MAINTAIN BATTERY POWER ON YOUR MOBILE DEVICE. CONTINUED USE OF GPS RUNNING IN THE BACKGROUND CAN DRAMATICALLY DECREASE BATTERY LIFE.

## **LIABILITY FOR OUR SERVICES**

FURTHERMORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PRIVATE SENTINEL, AND PRIVATE SENTINEL'S SUPPLIERS AND DISTRIBUTORS EXCLUDE ANY AND ALL LIABILITY AND RESPONSIBILITY FOR ANY AMOUNT OR KIND OF LOSS, COST OR DAMAGE THAT MAY RESULT TO YOU OR A THIRD PARTY (INCLUDING WITHOUT LIMITATION, ANY INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES, OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OR IMPAIRMENT OF HEALTH OR DEATH, AND WHETHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT OR OTHERWISE, COSTS) IN CONNECTION WITH THE SERVICES IN ANY WAY OR IN CONNECTION WITH THE USE, INABILITY TO USE OR THE RESULTS OF USE OF THE SERVICE.

THE TOTAL LIABILITY OF PRIVATE SENTINEL, INCLUDING ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS ON ANY LEGAL BASIS AND IN RESPECT OF THE SERVICE, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN). WE CANNOT BE RESPONSIBLE FOR ANY ACTION OR INACTION OF THIRD PARTIES, PUBLIC OR PRIVATE, RESPONDING TO YOUR USE OF THE SERVICES. WE CANNOT GUARANTEE THAT USING OUR SERVICE WILL RESULT IN A REQUISITE, PROPER OR A FASTER RESPONSE TIME FOR YOUR EMERGENCY. **THE SERVICES ARE DESIGNED TO POTENTIALLY HELP PROVIDE ASSISTANCE IN CERTAIN CIRCUMSTANCES, BUT NOT TO SAVE YOUR LIFE.**

## **TERM AND TERMINATION**

In addition to the specific termination rights granted to Private Sentinel in these Terms, Private Sentinel may terminate the license to use the Service, including without limitation your accounts, immediately by notice to you if you commit a material or persistent breach of these Terms, which you fail to remedy (if remediable) within 3 days after the notice requiring you to do so. Upon termination for any reason

- (a) all rights granted to you under these Terms shall cease;
- (b) you must immediately cease all activities authorized by these Terms;
- (c) you must immediately pay to us any sums due to us under these Terms; and

(d) you must immediately delete or remove the Service, including without limitation any software from all computer equipment in your possession, and immediately destroy all copies of the software and documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms, including without limitation the provision or availability of the Service, that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation failure or limited availability of public or private telecommunications networks, adverse weather conditions, events or circumstances due to extreme locations or other circumstances. If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:

- (a) our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours, but do not undertake, to find a solution by which our obligations under these Terms may be performed despite the Event Outside Our Control.

## **ASSIGNMENT**

We may transfer our rights and obligations under these Terms to another entity, but this will not affect your rights or our obligations under these Terms.

## **LAWS AND DISPUTES**

These Terms, their subject matter and formation (and any non-contractual disputes or claims) are governed by Hungarian law with the exclusion of its conflict of laws rules.

However, if you are a consumer having your habitual residence in the European Union, this choice of law shall not have the result of depriving you the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable on the basis according to Art. 6 I of the Rome I Regulation (REGULATION (EC) No 593/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 June 2008 on the law applicable to contractual obligations).

We both agree to the exclusive jurisdiction of the courts of Hungary for all claims relating to or arising from these Terms.

However, if you are a consumer habitually resident in the European Union, the rules of the Brussels I Regulation (REGULATION (EU) No 1215/2012 OF THE EUROPEAN PARLIAMENT AND

OF THE COUNCIL of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters) may also apply.

## **TRADEMARKS AND PATENTS**

In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through our Service, are trademarks or trade dress of Private Sentinel in the U.S.A. and other countries. Private Sentinel's trademarks and trade dress may not be used in connection with any product or service that is not Private Sentinel's. Any other trademarks not owned by Private Sentinel that appear in our Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Private Sentinel. One or more patents owned by Private Sentinel apply to our Services and to the features and services accessible via our Service. The Service may be licensed to and operated under license of one or more patents.

## **WARRANTIES AND INDEMNIFICATION**

You represent and warrant that (a) according to your personal law you are eligible to use the Services and such use does not violate the legal regulations that may apply to you or such use under your personal or other applicable law, and (b) you are not related, whether directly or indirectly, through ownership, joint control or otherwise to any entity which manufactures or distributes software applications that compete with the Service. You shall indemnify and hold us harmless from and against any claims that may arise from your breach of the terms of these Terms or the applicable legal regulations.

You must act responsibly and in a lawful manner at all times using the Service. In the event you act illegally, irresponsibly, negligently or in violation of the Terms and/or the Privacy Policy, and Private Sentinel is or becomes a party to any criminal or civil matter in any jurisdiction because of your action or inactions, you agree to defend, indemnify and hold Private Sentinel and its successors and assigns harmless from and against the full amount of any loss, claim, suit, demand, cost, expense, obligation, damage or liability of any kind or character (including, without limitation, interest, penalties and all professional fees) that Private Sentinel may incur or suffer, based upon, arising by or resulting from, your actions or inactions.