

End User Agreement for sftyApp, sftyHome and sfty Cloud and related services

INTRODUCTION

sftyApp, sftyHome and sfty Cloud, individually “the Service” or collectively “the Services”), are parts of a personal alarm and home safety service operated and provided to you by sfty AS (“Provider”).

sftyApp enables you to enhance your personal security by using a personal safety network of your own trusted connections (“Trustees”). In addition, sftyApp acts as your personal tool to access your sfty Cloud, data stored there and to manage devices connected to your sftyHome.

This end user agreement is a legal agreement between you and Provider and includes terms and rules for your use of sftyApp, sftyHome and sfty Cloud. The terms “we”, “us” and “our” are referring to the Provider. We may update this end user agreement. We will notify you about significant changes before such changes come into force in order to give you a possibility to evaluate the effects of proposed changes.

This end user agreement does not cover devices you connect to your sftyHome. Similarly, it does not cover apps or services not provided to you by us.

Security is a process, not a state. We promise to do our best, but there are many things that can go wrong and in the end you are alone responsible for your own personal safety and the safety of your family and your home. If you are going to use sftyApp or other devices for your child or other family members, please read this end user agreement carefully and explain the terms of the end user agreement to that person.

Furthermore, you confirm that you will use sftyApp, sftyHome and sfty Cloud only for personal non-commercial purposes.

PRIVACY AND DATA PROTECTION

As a Norwegian company, we are following the strict Norwegian rules regarding data privacy and data protection. This section provides you with information regarding what information we obtain while providing our Services to you, how we use this information and whom we share such information with.

- Upon activation of sftyApp, sftyHome or sfty Cloud, you will provide your user and contact information. We will store such information in our database.
- sftyApp will store a location log for a configured period on your device and will periodically securely transmit this information to our servers in Europe.
- We will store your location log stored on our servers in Europe.

- Devices you connect to your sftyHome will transmit certain information to sfty Cloud, which operates on our servers in Europe. Upon adding additional devices to your sftyHome, you will be presented with information that such device transmits to sftyHome and sfty Cloud.
- If you have triggered sftyApp alarm and the Police is involved, we will require written requests from the Police to access your location log.
- Data transmitted to sfty Cloud by your configured devices will be used to provide you the Service.
- Only we and our approved partners have access to your stored data in sfty Cloud. We will use such data in order to provide you the Services. You herewith authorise us to use anonymized and statistical information obtained from your data stored in sfty Cloud to optimize, develop and provide current and new services.
- We may use your contact information to send you information about personal security or safety related offerings from ourselves or our partners.
- Without your approval, your information stored in sfty Cloud will not be used for any other purposes than providing you the Service. However, we may process and use aggregated and anonymized data in order to improve the Services for all users and develop new services.
- When you connect a device to sftyHome or an app or a service not provided by us to sftyHome or sfty Cloud, the third party provider of such device, app or service will have full access to data collected by such device, app or service and will treat such data subject to their own terms of service and privacy policy.
- You may at any time send us a written request asking to delete all personal information stored in sfty Cloud. You herewith authorise us to keep anonymized and statistical information obtained from your data stored in sfty Cloud to optimize and develop current and new services.

CONNECTED DEVICES

You may connect additional devices to sftyHome. You shall remain fully responsible for all devices you connect to sftyHome. We provide no guarantees that sftyHome is available and accessible to connected devices.

Third party providers of devices you connect to your sftyHome or apps or services not provided to you by us have their own terms of service and privacy policy. They may treat the data they have received differently. Once you connect a device to sftyHome or an app or a service not provided by us to sftyHome or sfty Cloud and accept the terms of service and privacy policy from the third party provider, the third party provider of such device, app or service will have full access to data collected by their device, app or service.

CODE OF CONDUCT

You shall use sftyApp, sftyHome, sfty Cloud and related services in a proper manner, respect all laws and regulations and respect the privacy and integrity of other sfty users. A description of how to best use sftyApp is available online at www.sfty.no.

In order to maintain our users' trust in our services, we reserve the right to restrict or terminate access and use for any users found in breach of our acceptable use policy, or any use of the services that we perceive as having a negative impact on the services or the experience for other users. Examples of misuse include, but are not limited to:

- Activating false alarms,
- Repeatedly adding trustees that do not want to be part of your safety network.

PAYMENT, MODIFICATION AND TERMINATION

Both sftyApp and sfty Cloud are free to use, but we reserve the right to review and change our pricing and/or features, or terminate the service at any time.

We may launch additional optional functionality that may require a separate payment. You may allow third party service providers to connect to your sfty Cloud. Such providers may charge a separate fee for their service.

Use of sftyApp will generate mobile data traffic, which may incur additional data traffic costs from your mobile operator.

LIMITATION OF LIABILITY

You agree and acknowledge that our service is a safety enhancement service available on our "best effort" and "as is" basis. The service is dependent on many factors such as hardware and software of the devices, battery capacity, network availability etc. and you shall be aware that sftyApp, sftyHome, sfty Cloud or connected devices may fail and you shall not rely on sftyApp, sftyHome, sfty Cloud or related services for your security.

You agree that neither we, nor our owners, employees, contractors or agents shall be responsible or liable for any error, act or omission in sftyApp, sftyHome, sfty Cloud or related service, or any losses or other consequences as a result of such errors.

Furthermore, to the extent permitted by law, we assume no liability for devices you connect to sftyHome or apps or services not provided by us that you connect to sfty Cloud.

CHOICE OF LAW AND JURISDICTION

This end user agreement is governed by the laws of Norway.