

## **BeWarned Website Terms of Use**

Please be reminded that accessing and browsing this Website, as well as using our applications and all versions thereof: BeWarned Dance, Be Warned Connect, BeWarned Sound Monitor, and BeWarned Emergency Call, requires you to additionally abide by our Website Terms of Use (hereinafter – “Terms of Use”).

### **1. Information Collection**

1.1 In the course of developing and enhancing our services, we may collect certain information about our users and visitors through our Website.

1.2 We may collect the information respecting your domain name, IP address, browser you are using, operating system installed on your device, what brought you to our Website and which pages you have browsed and explored the most.

1.3 We are maintaining the “Get in Touch with Us” form with the help of which our users and visitors may communicate to us their feedback and opinions about our applications and Website functionality. Therefore, we may collect the information about names and electronic mailing addresses of our users and visitors to keep them updated about our applications and other features. We may also collect the information which is provided to us by our users and visitors on a voluntary basis.

### **2. Use of Information Collected**

2.1 We use the information collected through this Website predominantly for our internal activities, such as developing, enhancing, and marketing our applications and Website. The information collected may also be used for a purpose of responding to queries of our users and visitors (personal information which may have been collected about our users and visitors will be anonymized as much as possible in case its provision is needed in relationships with our business partners).

### **3. Security and Storage of the Information Collected**

3.1 The information collected from our users and visitors is stored on our remote server leased by the Company from Amazon. The storage of the personal information is governed by industry accepted technical and programming tools, protocols and measures to secure integrity and privacy of the information. Should our users and visitors seek to find out more about the aforementioned storage activities, they are encouraged to apply to Amazon.

3.2 Generally, we do not provide any payable services on our Website – all of our applications are absolutely free of charge. However, if we intend to introduce such options, the payment data of our users and visitors will be treated with a maximum security and caution by using appropriate encryption protocols.

3.3 We also follow certain standards while using the information collected through our Website for developing and improving our applications. Only our staff authorized to deal with personal information of our users and visitors may have access to the database containing such personal information.

#### **4. Cookies**

4.1 We may use “cookies” on our Website. If we introduce cookies on our Website, they will be stored on our users and visitors’ devices to identify them during log in process. If introduced, cookies will enable us to find out about the preferences of our users and visitors, which will allow us to enhance our applications and Website. Usage of cookies will not be associated with any personal information of our users and visitors.

#### **5. Sharing of the Information Collected**

5.1 Typically, we do not intend to share the information collected through the Website about our users and visitors with any third parties for business purposes. Although, if there occurs a necessity to share such information, we will try anonymize it to the fullest extent possible so that the information shared cannot identify a particular person.

5.2 Also, we will be allowed to share the personal information of our users and visitors which was collected through our Website and/or sent to us via the “Get in Touch with Us” located on our Website, in the following situations:

- 1) participation in the investigations of illegal activities;
- 2) conformity to statutory provisions;
- 3) compliance with subpoenas;
- 4) protection and defense of the Company’s property, including the applications, this Website, and any other related property;
- 5) identify individuals or entities which may be committing any perpetrations, misusing our Website and related property held by the Company.

#### **6. Links to other Websites**

6.1 Our Website may have links and references to other websites and web-platforms. When our users and visitors follow such links, they should be aware and familiarize themselves with terms and conditions which govern the use of third parties’ websites.

#### **7. Research and Surveys**

7.1 We may also collect certain information in the course of conducting research and surveys on our Website. Provision of information by our users and visitors during the foregoing social campaigns will be completely voluntary. Information collected in the course of such research and surveys may comprise name, residence address, age, contact details (such as phone number,

electronic mailing address). The statistical results obtained with the help of research and surveys will be used solely with the aim of improving our applications and Website.

## **8. Rights and Obligations of Our Users and Visitors**

8.1 Users and visitors assent not to do, commit on, or send anything through our Website which in any respect (including but not limited to the given enumeration):

- 1) violates laws, regulations, or bylaws of any applicable legal system;
- 2) is illegal, criminal, or fraudulent, indecent, outdated, distorted, inaccurate;
- 3) may be hateful, malicious, threatening, discriminatory, offensive, obscene, defamatory, racist, political, untrue, or menacing, pornographic, profane, vulgar;
- 4) may interfere with privacy or intellectual property rights of any kind of any third party or of the Company;
- 5) may cause the Company and its representatives to treat a particular user or users as impersonating another person or persons;
- 6) may conflict and be against the rights and interests of the Company, the Application terms and conditions of use, or any other agreement reached between the Company and users;
- 7) may contain any malicious programs, viruses aimed at interfering with the Company's Website which may be detrimental to the Company in any way.

8.2 Our users and visitors are not allowed to copy or reproduce in any way the textual information located on our Website without making relevant references to the source. Other copyright objects, including, but not limited to pictures, photographs, design elements, trademarks, and patent notices are protected by copyright and may not be copied, translated, published or reproduced in any way without the Company's prior written permission.

## **9. Availability and Usage of the Website**

9.1 The Company does not represent or warrant that the Website will be available for accessing all the time. The character of the Internet transmissions and transactions may involve delays, interruptions, and errors. Additionally, the Company reserves the right to deny access to or availability of the Website due to the necessity of conducting maintenance or repair works.

9.2 The Company also may deny access to or availability of the Website to a particular user or a group of users if any of their actions constitute a breach of these Terms of Use. In addition, particular functions of the Website and manner of the Website usage may undergo alterations from time to time without a prior notice on the part of the Company. The Website may be altered or closed for accessing at any time without a prior notice to the users.

9.3 The Company shall not be liable for any omissions or errors in the materials and descriptions relating to the Website, therefore, no express or implied representations and warranties may be given by the Company, and no responsibility may be assumed in this regard.

#### **10. Limitation of Liability, Disclaimers**

10.1 THE USERS AND VISITORS SHALL ASSUME ALL RESPONSIBILITY AND ANY RISKS REGARDING THE USE OF THE COMPANY'S WEBSITE. THE PARTIES AGREE THAT THE USAGE OF THE WEBSITE IS BASED ON THE "AS IS" AND "AS AVAILABLE" PRINCIPLE. THE COMPANY DISCLAIMS, TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, ALL AND ANY REPRESENTATIONS, WARRANTIES, ASSURANCES, WHETHER THEY ARE EXPRESS OR IMPLIED, RESPECTING THE WEBSITE, COMPRISING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

10.2 THE COMPANY DOES NOT UNDERTAKE ANY RESPONSIBILITY FOR ANY MALICIOUS PROGRAMS, VIRUSES, ERRORS, DELAYS, OMISSIONS, OR INACCURACIES EXPERIENCED BY THE USER OR VISITOR WHEN ACCESSING AND USING THE WEBSITE, AS WELL AS FOR AVAILABILITY, RELIABILITY, AND USEFULNESS OF THE WEBSITE. MODIFICATION OR UPDATING OF THE WEBSITE SHALL NOT CONSTITUTE AN OBLIGATION OF THE COMPANY.

10.3 THE COMPANY, ITS STAFF, DIRECTORS, OFFICERS, AFFILIATES, REPRESENTATIVES, OR AGENTS SHALL BEAR NO LIABILITY FOR INDIRECT, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL DAMAGES, BUSINESS LOSSES (ANTICIPATED PROFITS, GOODWILL), INTERRUPTIONS, AND DELAYS, ACCURACY OF THE OUTCOME OBTAINED THROUGH THE USE OF THE WEBSITE EVEN IF THE COMPANY SHOULD HAVE BEEN AWARE OF SUCH DAMAGES.

10.4 USERS AND VISITORS RELEASE THE COMPANY, ITS STAFF, DIRECTORS, OFFICERS, AFFILIATES, REPRESENTATIVES, OR AGENTS FROM ANY CLAIMS, COMPLAINTS, CONTROVERSIES, CAUSES OF ACTION, DISPUTES, AND DAMAGES WHICH THE USERS AND VISITORS MAY HAVE AGAINST ANY THIRD PARTIES. THE USERS AND VISITORS WAIVE THE RIGHT STIPULATED IN §1542 OF THE CALIFORNIA CIVIL CODE OR IN ANY OTHER SIMILAR STATUTE. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH THESE TERMS, US, OR OUR SERVICES WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100).

10.5 WHERE ANY DISCLAIMER, LIMITATION, OR EXCLUSION OF THE COMPANY'S LIABILITY MAY BE UNENFORCEABLE PURSUANT TO A PARTICULAR STATE OF THE UNITED STATES, OR ANY OTHER APPLICABLE LEGAL SYSTEM, THE COMPANY

SHALL HAVE THE RIGHT, TO THE FULLEST EXTENT, TO THE AFOREMENTIONED LIMITATIONS AND DISCLAIMERS ALLOWED IN PURSUANCE OF ANY APPLICABLE LEGAL INSTRUMENT, PRINCIPLE, DOCTRINE, OR CASE LAW.

### **11. Representations, Warranties, and Indemnification by the Users and Visitors**

11.1 Users and visitors represent and warrant that their use of the Website will adhere to the provisions hereof and any additional laws and regulations applicable in a particular case. Specifically, the users and visitors warrant that the aforementioned obligation comprises their online conduct, transmission of any data and avoidance of intellectual property rights infringements.

11.2 Users and visitors assent to indemnify and hold the Company, its successors, subsidiaries, assignees, employees, directors, officers, owners, investors, partners, operators, suppliers, representatives and others harmless from any damages and losses (covering expenses for attorney's services), arising from the use of the given Website and any breaches resulting from these Terms of Use.

### **12. Governing Law**

12.1 The parties' relationships directly or indirectly arising out of the terms and conditions of these Terms of Use shall be governed by the laws of the United Arab Emirates without reference to its conflict of laws rules.

12.2 The Company and the user assent that application of the Uniform Computer Information Transaction Act (UCITA) to their relationships shall be excluded.

### **13. Miscellaneous Provisions**

13.1 These Terms of Use may be changed, modified, or altered at any time without a prior notice to the users and visitors.

13.2 In case you encounter any uncertainties or issues relating to or arising out of the direct or indirect interaction with the Company's Website and other information released by the Company, which are needed to be clarified, ascertained, explained, or determined, you are encouraged to reach us at [support@getbeware.com](mailto:support@getbeware.com) or [info@getbeware.com](mailto:info@getbeware.com).

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