

BeWarned Connect Terms of Use

NOTICE: please note if you do not consent to the aforementioned terms and conditions, we strongly insist on your not using Connect mobile application. Download, installation and use of Connect shall be construed as an acceptance of these Terms of Use.

The present Terms of Use constitute a legally binding Agreement between BeWarned Inc. and users of BeWarned Connect.

1. General Provisions

1.1 The given Application is operated by a company which should be referred to as “BeWarned Inc.” or the “Company”.

1.2 These Terms of Use govern the use of the Application by the users residing in the United States and other countries with certain legal reservations and specialties which may be set forth by the Company in separate terms and conditions apart from the present Terms of Use.

1.3 The user represents and warrants that he has, on the day of downloading, installing, and using the present Application, attained at least 18 years of age. If the user is less than 18 years old, his or her parent’s or guardian’s consent will be required.

2. License, Provision of Assent by the Users and Their Rights

2.1 The Company grants the users a non-exclusive, non-transferable, non-sub-licensable, royalty-free, revocable, global license with a right to make use of the Application on their own on the mobile devices possessed by them. The users are not permitted to interfere with a programming code of the Application in any method or manner except as otherwise has been approved by the Company in writing.

2.2 The users must not remove, alter, or intrude on any notices containing reminders of intellectual property rights (patents, trademarks, logos, service names, copyrights, utility designs, etc.). Furthermore, the user license shall not give the users any privileges to use the Company’s intellectual property rights and objects, or any of its distinctive brand characteristics.

2.3 Upon termination of these Terms of Use, the user license shall be considered revoked from the date of such termination.

3. Functionality and Features of the Application

3.1 Connect is a mobile application specially designed for individuals with hearing impairments. The Application supports dialogues between a person with hearing impairments and a hearing person. The dialogue may be initiated among 2 persons to a maximum including a deaf one, with a use of saved language templates created by the users themselves or with those ones built in the Application, and a microphone speech detection of a hearing person, with a certain degree of probability and recognition, detection, and speech conversion into text, at a reasonable distance.

The Company does not and will not warrant or represent that such degree of human speech recognition, as well as its conversion into text, will be completely accurate and instant – delays, misdetections, and inaccurate conversions may occur. THE COMPANY DOES NOT AND WILL NOT REPRESENT OR WARRANT THAT THE APPLICATION MAY BE SUITABLE FOR ANY MEDICAL PURPOSES.

3.2 The Company may offer a free of charge Application; however, the Company reserves the right to change its status to pre-paid. Where the user has acquired a free of charge Application prior to the Company’s making it pre-paid, such user shall have no subsequent responsibility to make any payments for the Application, except for the obligations to use it in accordance with these Terms of Use.

3.3 The user is recommended to familiarize himself with the Application functionality and

features through the built-in tutorial.

3.4 Use of the Application requires a mobile device (mobile phone) running on Android 4.4 and higher, or IOS 8.0 and higher. Other devices and gadgets, apart from the mobile phones mentioned above, may negatively impact the functionality of the Application and the outcome, and the Company does not assume responsibility for, including but not limited to, any damages, losses, harm which directly or indirectly arise out of such use.

3.5 The Company does not provide the users with mobile phones running on the required operating systems. Use of the Application also requires Internet connectivity for a full functionality of the Application. The Company does not and will not bear any user's expenses, damages, or losses associated with such needs.

4. Prohibited Activities

4.1 The user assents not to do, commit, or send to anybody anything through the given Application 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, and inaccurate;
- 3) may be hateful, malicious, threatening, discriminatory, offensive, obscene, defamatory, racist, political, untrue, or menacing, pornographic, profane, or 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 system which may be detrimental to the Company in any way.

4.2 The users may not copy, duplicate, reproduce the Application, as well as engage in its re-selling.

4.3 Accessing any part of the Application, without the Company's permission, where such permission is required, causing damages to or disrupting it is prohibited.

5. Availability and Usage of the Application

5.1 The Company does not represent or warrant that the Application will be available for downloading and installing 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 Application due to the necessity of conducting maintenance or repair works.

5.2 The Company also may deny access to or availability of the Application 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 Application and manner of the Application usage may undergo alterations from time to time without a prior notice on the part of the Company. The Application may be altered or closed for downloading and installing at any time without a prior notice to the users.

5.3 Without prejudice to paragraph 3.4 set forth above, the Company does not undertake responsibility for a compatibility of the Application with a particular operating system or device and for any detriments incurred by the users therefrom.

5.4 The Company shall not be liable for any omissions or errors in the materials and descriptions

relating to the Application, therefore, no express or implied representations and warranties may be given by the Company, and no responsibility may be assumed in this regard.

5.5 The given Application may be used by individual users only within their daily needs, excluding any commercial purposes. Companies, businesses, and individuals who intend to use the Application with commercial purposes, must use Connect Pro version of the Application, otherwise the Company shall be entitled to deny such users access to the Application and unilaterally terminate the Terms of Use.

6. Relationship with Third-Party Operators of the Company and Privacy Issues

6.1 The Company and the given Application do not relate to and are independent from any platform where the Application has been published or is intended to be published, system or entity which may accidentally deal or interact with the Company.

6.2 The Application downloading, installing, access to it and its usage are also governed by the terms of use of the Company's Operators or of any third parties with whom the Company may accidentally deal with the aim of promoting and marketing the Application.

6.3 Content of the dialogues created by the users may be transmitted in the encrypted form through third-party servers for the only purposes of serving the needs of the Company's users and operating the Application. No such content will be disclosed to other parties unless required by law.

6.4 The present Terms of Use are entered into only between the users and the Company, excluding any Operators or third parties, however, the Company's users are recommended to apply to Operators and third parties' terms and conditions of use since they may affect the relationship of the users and the Company.

6.5 The Company's Operators shall not provide any maintenance, customer support services, or address any customer claims, proposals, or recommendations with regard to the Application.

7. Limitation of Liability, Disclaimers

7.1 THE USER SHALL ASSUME ALL RESPONSIBILITY AND ANY RISKS REGARDING THE USE OF THE COMPANY'S APPLICATION. THE PARTIES AGREE THAT THE USAGE OF THE APPLICATION 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 APPLICATION, COMPRISING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

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

7.3 THE COMPANY, ITS STAFF, DIRECTORS, OFFICERS, AFFILIATES, REPRESENTATIVES, OR AGENTS SHALL BEAR NO LIABILITY FOR DIRECT, INDIRECT, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL DAMAGES, BUSINESS LOSSES (ANTICIPATED PROFITS, GOODWILL), INTERRUPTIONS, AND

DELAYS, INACCURACY OF THE OUTCOME OBTAINED THROUGH THE USE OF THE APPLICATION EVEN IF THE COMPANY SHOULD HAVE BEEN AWARE OF SUCH DAMAGES.

7.4 USERS 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 MAY HAVE AGAINST ANY THIRD PARTIES. THE USERS WAIVE THE RIGHT STIPULATED IN §1542 OF THE CALIFORNIA CIVIL CODE OR OF 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).

7.5 WHERE ANY DISCLAIMER, LIMITATION, OR EXCLUSION OF THE COMPANY'S LIABILITY MAY BE UNENFORCEABLE PURSUANT TO A PARTICULAR STATE OF THE UNITED STATES, 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.

8. Representations, Warranties, and Indemnification by the User

8.1 The user represents and warrants that his use of the Application will adhere to the provisions hereof and any additional laws and regulations applicable in a particular case. Specifically, the user warrants that the aforementioned obligation comprises his online conduct, transmission of any data and avoidance of intellectual property rights infringements.

8.2 The user assents 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 user's use of the given Application and any breaches resulting from these Terms of Use.

9. Governing Law and Dispute Settlement

9.1 The parties' relationships, any differences, claims, and disputes directly or indirectly arising out of the terms and conditions of these Terms of Use, shall be governed by the laws of the State of Wyoming without reference to its conflict of laws rules.

9.2 The user consents to firstly resolve any differences, claims, and disputes directly or indirectly arising out of the terms and conditions of these Terms of Use by means of negotiations with the Company, which may be conducted by way of electronic correspondence, conference calls, telephone calls, but not exclusively.

9.3 Should negotiations fail, the settlement of the dispute shall be brought before the American Arbitration Association (hereinafter – "AAA") under its Consumer Arbitration Rules effective on the date either of the parties requests the arbitration. AAA's award will be finally binding upon both of the parties.

9.4 If the claim does not exceed \$25,000, the parties agree to documents-only procedure (desk arbitration).

9.5 The user may opt-out of the arbitration clause 9.3, providing he sends the relevant waiver at info@getbeware.com during a 30 day period commencing on the day these Terms of Use have been accepted by the user.

9.6 The Company and the user assent that application of the Uniform Computer Information

Transaction Act (UCITA) to their relationships shall be excluded.

10. Miscellaneous Provisions

10.1 All the privacy issues relating to or arising from the use of the Application by the user shall be governed by the Privacy Policy drafted as a separate legal instrument by the Company and available on its website for the general public, if needed.

10.2 The Company reserves the right to rescind the Terms of Use if the user has violated any of their provisions or the rescission is required by law. The provisions of sections 2.1, 2.2, 3.1, 4, 7, 8, and 9 will survive the termination of the Terms of Use.

10.3 The Terms of Use may be changed, modified, or altered at any time without a prior notice to the user.

10.4 In case you encounter any uncertainties or issues relating to or arising out of the direct or indirect interaction with the Company's Application 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 or info@getbeware.com.

Last updated: March 27, 2017.