

TERMS OF SERVICE

Notice: PLEASE NOTE THAT YOUR REGISTRATION TO THIS SERVICE, REGARDLESS OF YOUR MEMBERSHIP AND TRIAL STATUS, CONSTITUTES YOUR AGREEMENT TO THESE TERMS OF USE.

THESE TERMS CONTAIN AN ARBITRATION CLAUSE, PLEASE READ IT CAREFULLY BEFORE AGREEING TO THE TERMS AND IF YOU DO NOT CONSENT TO THIS CLAUSE, WE STRONGLY INSIST ON YOUR NOT USING THE SERVICE.

1. Capacity to Be Bound by These Terms

1.1 The present Terms of Service (hereinafter – the “Terms”) constitute a legally binding agreement between Interactive Group FZC, its parent companies, subsidiaries, and affiliates (hereinafter – the “Company”, “we”, “us” or “our”), on the one part, and customers (hereinafter – the “Customer”, “you”, or “your”), on the other part.

1.2 Where the Customer is represented by a physical entity – individual, when consenting to these Terms, then the legally binding agreement set out herein shall be entered into between the Company and a particular individual. Where the Customer constitutes a legal entity – “Business Customer”, these Terms will be binding upon such Business Customer and also its employees, contractors, agents, and others who are designated by such legal entity to use the Company’s Service. Notwithstanding the foregoing, such Business Customer is not allowed to distribute, by any means and methods, the Company’s Service access to which it acquired to any other legal entities or individuals not mentioned above, whether affiliated with such Customer or not.

1.3 These Terms may also be a binding agreement directly between employees, contractors, or agents of the Business Customer and the Company, if the Company has entered into a separate agreement with such Business Customer.

1.4 If these Terms have been accepted by you on behalf of the Business Customer, you represent and warrant that you are fully authorized to bind such Business Customer to these Terms, namely, you must act in the capacity of a business owner (founder or co-founder), director representing the management authority of the Business Customer, or in any other way, you must show that you are authorized, by a relevant agreement or statute, to bind the Business Customer to these Terms. Failing this, the Company reserves the right, upon finding out about your legal capacity misrepresentations, to suspend provision of its Service both to you and the Business Customer concerned, its employees, contractors, and agents. The Company may seek relevant remedies permitted by any legal instrument, precedent, or legal doctrines.

2. Description of the Service and License Rights

2.1 In consideration for your consent to these Terms and your payment of all applicable fees described on the Company's website, the Company grants you a personal, limited, worldwide, non-exclusive, non-sublicensable, non-transferable, royalty-free, revocable license to use the following objects subject to the conditions set forth herein (the "Service"):

2.1.1 BeWarned Connect Pro – mobile application specially designed to enhance communication between individuals with hearing impairments and the hearing society they live in;

2.1.2 QR codes generated and provided by the Company to the Customer so that hearing-impaired clients of the Customer can access BeWarned Connect Pro functions through a web-link accessible by way of scanning a QR code received by the Customer and provided by the Customer to its clients ("Clients"). It is the Customer's discretion to place QR codes on whatever spots it considers appropriate and feasible within the Customer's business space and distribution of workplaces, but this placement is desired to be exposed to the public to a maximum extent; and

2.1.3 a "Deaf Friendly" sticker on which a QR code is placed. The sticker is provided to the Customer in a digital form on its BeWarned Connect Pro account. Printing out of the sticker is a sole responsibility of the Customer.

2.2 In addition to obtaining the license right to make use of BeWarned Connect Pro, the sticker "Deaf Friendly", and QR codes, the Customer, by registering to the Service, gains the opportunity to join a network of deaf friendly organizations. The Customer gives its consent to be listed on the aforementioned network specially created by the Company which is committed to improving hearing-impaired individuals' access to all public and private services.

2.3 BeWarned Connect Pro 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 built into the application and those created by the Customers themselves 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 distance usually required for a proper running of such applications.

2.4 Use of BeWarned Connect Pro 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.

2.5 The Company does not provide the Customers with mobile phones running on the required operating systems. Use of BeWarned Connect Pro also requires Internet connectivity for a functionality of the application. The Company does not and will not bear any Customer's expenses, damages, or losses associated with such needs.

2.6 The Customer may access and use the Service under the subscription terms, other provisions contained herein and subject to the instructions, Customer guides and other materials published on the Company's website or supplied to the Customer by any other manner authorized by the Company.

3. Subscription to the Service

3.1 You represent that the information provided by you as a Customer during the registration of your Customer's account bringing you up to the Service subscription, will be accurate, complete and truthful.

3.2 The Company shall not be liable for your imprudent, careless, and negligent conduct with and treatment of your log in and password information ("Credentials") and any consequences and outcomes arising out thereof. The Customer shall take all necessary and reasonable measures to ensure that its Credentials are kept confidential and secure which prevents any unauthorized access to the Service by third parties. The Customer shall notify the Company in the event it suspects interception or other unauthorized receipt of its Credentials or has reason to believe any other interference has been implemented on its account. The Company shall be entitled to unilaterally require the Customer to take any actions it considers appropriate in any particular case to prevent unauthorized use of the Service, potential harm, losses, and damages to the Company.

3.3 You are solely responsible for all activities happening through your account and for the security of devices on which BeWarned Connect Pro has been installed, and in no case shall the Company be liable for any of your losses and damages directly or indirectly arising out thereof.

4. Business Customer Responsibility for Its Authorized Users and Clients

4.1 It shall be within control of the Business Customer to ensure that the number of QR codes purchased from the Company corresponds to the number of workplaces where BeWarned Connect Pro is to be used for communication with hearing-impaired Clients of the Business Customer.

4.2 The Business Customer shall be solely responsible for use of BeWarned Connect Pro by its Authorized Users and Clients and any violations committed by them in connection therewith.

4.3 The Customer's Authorized Users and Clients may not assign, transfer, or convey any license rights in and to the Service stipulated herein, disclose Credentials or grant access to the Service to any third parties.

5. Membership, Fees and Trial Period

5.1 The Customer may, as a general rule set forth herein, use the Service upon paying all applicable fees and commissions ("Fees") prescribed on the Company's website unless it selected a free trial period of the Service defined by the Company on its website from time to time. The trial period shall account for 1 (one) month beginning from the day the Customer has

registered for the Service. After a lapse of the trial period, the Customer shall select the membership by entering the data missing on its account, if any, and pay for the Service subject to the membership terms stated on the Company's website. The Company reserves the right to change the duration of the trial period from time to time, so each time you access the Service, make sure your trial period has not been modified.

5.2 The trial period of the Service entitles you to make use of the "Deaf Friendly" sticker supplied by the Company and enables you to join the network of deaf friendly organizations on the terms laid down above. However, termination of the trial period without the Customer's transition to the prepaid membership requires you to cease using the Service in full, including deleting BeWarned Connect Pro from your device and devices of your Authorized Users and Clients and to remove the "Deaf Friendly" sticker along with a QR code from whatever spots you placed it on before within your enterprise. Also, the Company reserves the right to delete the Customer from the network of deaf friendly organizations.

5.3 Upon registering to the Service, the Customer will be required to enter its valid credit card payment details so that the Company could charge its Fees due to the Customer's card unless the Customer has concluded a separate contract with the Company which is different from these Terms and stipulates another payment means and procedure. However, the Customer and the Company may negotiate and agree to another payment procedure which is not directly stipulated herein. All commissions and service payments relating to the outstanding Fees shall be paid by the Customer.

5.4 The Company shall be entitled to revise the Fees, including by increasing or adding new Fees upon a prior notice sent at the Customer's e-mail address or upon publishing the change on the Company's website or by using any other means at the Company's discretion so please make sure no change has been introduced to the Fees. Nevertheless, if the change in the Fees occurred after the Customer had paid for the Service such change shall not apply to the Customer. Your subsequent use of the Service after any changes in the Fees will be deemed your acceptance of the revised Fees.

5.5 The Company may introduce uninterrupted subscription procedure with regard to the Service by charging the outstanding Fees to the payment method entered by you when registering to the Service each time the current subscription period ends except if you do not authorize the Company to do so.

6. Availability and Termination of the Service, Refund Procedure

6.1 These Terms shall be in force until rescinded by either the Company or the Customer. The Customer is free to rescind these Terms by cancelling its subscription to the Service using the relevant option available on the Company's website or in case you experience difficulties in cancelling your subscription, you are encouraged to contact the Company immediately at the e-mail address laid down hereby below.

6.2 The Business Customer will be responsible for ensuring that all its Authorized Users and Clients ceased to use BeWarned Connect Pro after the Customer had cancelled its subscription to the Service or in any other way rescinded these Terms with the Company, otherwise the Company may block such persons or in any other manner deny them access to the application without any prior notice on its part. The Company shall have the right to seek remedies against the Customer for all the violations and inappropriate actions committed by the Customer's Authorized Users and Clients.

6.3 After your cancellation of the Service and/or termination of these Terms, you lose your rights to make use of the "Deaf Friendly" sticker along with a QR code. The cancellation of the Service and/or termination of the Terms require you to cease using the Service in full, including deleting BeWarned Connect Pro from your device and devices of your Authorized Users and Clients and to remove the "Deaf Friendly" sticker supplied by the Company from whatever spots you placed it on before within your enterprise. Also, the Company reserves the right to delete the Customer from the network of deaf friendly organizations.

6.4 In accordance with these Terms, the Customer shall be entitled to a 7-day money back guarantee if it is dissatisfied with the Service for some reason. The Customer may receive a full refund of the Fees paid for the Service if it cancels its subscription within 7 days of activation. The money back guarantee shall not apply to the Customers breaching their obligations under the Terms. To submit a money back guarantee request please contact the Company at the e-mail address stated herein below.

6.5 The Company does not represent or warrant that BeWarned Connect Pro 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 BeWarned Connect Pro due to the necessity of conducting maintenance or repair works.

6.6 The Company also may deny access to or availability of BeWarned Connect Pro to a particular Customer or a group of Customers if any of their actions constitute a breach of these Terms. In addition, particular functions of BeWarned Connect Pro and its manner of usage may undergo alterations from time to time without a prior notice on the part of the Company. BeWarned Connect Pro may be altered or closed for downloading and installing at any time without a prior notice to the users.

6.7 Without prejudice to paragraph 2.4 set forth above, the Company does not undertake responsibility for a compatibility of BeWarned Connect Pro with a particular operating system or device and for any detriments incurred by the users therefrom.

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

6.9 Notwithstanding the foregoing, the Company may rescind the Terms for convenience upon a prior written notice without liability to the Customer, its Authorized Users, and Clients. Any Fees which have been paid for the Service in advance, but not used in full on the day of such rescission by the Company, shall be refunded to the Customer.

7. Prohibited Activities

7.1 The Customer assents not to do, commit, or send to anybody anything through BeWarned Connect Pro 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 Customer or Customers as impersonating another person or persons;
- 6) may conflict with and be against the rights and interests of the Company, BeWarned Connect Pro terms and conditions of use, or any other agreement reached between the Company and the Customer;
- 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.

7.2 The Customers, their Authorized Users, and Clients may not copy, duplicate, reproduce BeWarned Connect Pro, as well as engage in its re-selling.

7.3 Accessing any part of BeWarned Connect Pro, without the Company's permission if such permission is required, causing damages to or disrupting it is forbidden.

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

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

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

8.3 Content of the dialogues created by the Customers, their Authorized Users and Clients may be transmitted in the encrypted form through third-party servers for the only purposes of serving the needs of the Company's Customers and operating BeWarned Connect Pro. No such content will be disclosed to other parties unless required by law.

8.4 The present Terms are entered into only between the Customers, including their Authorized Users, and the Company, excluding any Operators or third parties. However, the Company's Customers are recommended to apply to Operators and third parties' terms and conditions of use since they may affect the relationship of the Customers and the Company.

8.5 The Company's Operators shall not provide any maintenance, customer support services, or address any customer claims, proposals, or recommendations with regard to BeWarned Connect Pro.

8.6 The Customer consents to the Company's use of analytical tools and mechanisms to improve the Service and Customer's experience by way of collecting information on what features and buttons are most preferred by the Customers in BeWarned Connect Pro, but not exclusively. Such information is collected on an impersonalized basis only without identifying any particular Customer. The analytical information collected in this manner may be shared in the impersonalized form with the Company's business partners, promoters etc and the Customer gives its consent to the foregoing actions on the part of the Company.

8.7 The Customer may receive newsletters and updates at its e-mail address as long as it authorizes the Company to send such messages.

8.8 The Company will not have any ownership rights in and to the Customer content created by way of using BeWarned Connect Pro. Similarly, the Customer will not claim any intellectual property rights in and to the Company's property except those expressly granted to the Customer hereby.

9. Representations, Warranties, and Indemnification by the Customer, Its Authorized Users and Clients

9.1 The Customer represents and warrants that its use of the Service, as well as use of the Service by its Authorized Users and Clients, will adhere to the provisions hereof and any additional laws and regulations applicable in a particular case. Specifically, the Customer warrants that the aforementioned obligation comprises its own and its Authorized Users and Clients' online conduct, transmission of any data and avoidance of intellectual property rights infringements.

9.2 The Customer, its Authorized Users and Clients assent to indemnify and hold the Company, its successors, subsidiaries, assigns, employees, directors, officers, owners, investors, partners, operators, suppliers, representatives and others related with the Company harmless from any damages and losses (covering expenses for attorney's services), arising from the Customer, its Authorized Users and Clients' use of the Service and any breaches resulting from these Terms. If the Customer, its Authorized Users and Clients are residents of California, they waive the provision of Section 1542 of the California Civil Code stipulating that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If the Customer, its Authorized Users and Clients are from another jurisdiction, they waive any comparable statutory provision or doctrine.

10. Disclaimer of Warranties

10.1 THE CUSTOMER, ITS AUTHORIZED USERS AND CLIENTS SHALL ASSUME ALL RESPONSIBILITY AND ANY RISKS REGARDING THE USE OF THE SERVICE. THE PARTIES AGREE THAT THE USAGE OF THE SERVICE IS BASED ON THE “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. 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 SERVICE, COMPRISING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability

11.1 THE COMPANY DOES NOT UNDERTAKE ANY RESPONSIBILITY FOR ANY MALICIOUS PROGRAMS, VIRUSES, ERRORS, DELAYS, OMISSIONS, OR INACCURACIES EXPERIENCED BY THE CUSTOMER, ITS AUTHORIZED USERS, AND CLIENTS WHEN DOWNLOADING, INSTALLING, OR USING THE SERVICE, AS WELL AS FOR AVAILABILITY, RELIABILITY, AND USEFULNESS OF THE SERVICE. MODIFICATION OR UPDATING OF THE SERVICE SHALL NOT CONSTITUTE AN OBLIGATION OF THE COMPANY.

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

11.3 CUSTOMERS, THEIR AUTHORIZED USERS, AND CLIENTS RELEASE THE COMPANY, ITS STAFF, DIRECTORS, OFFICERS, AFFILIATES, REPRESENTATIVES, ASSIGNS OR AGENTS FROM ANY CLAIMS, COMPLAINTS, CONTROVERSIES, CAUSES OF ACTION, DISPUTES, AND DAMAGES, WHICH THE CUSTOMERS, THEIR AUTHORIZED USERS, AND CLIENTS MAY HAVE AGAINST ANY THIRD PARTIES. CUSTOMERS, THEIR AUTHORIZED USERS, AND CLIENTS 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 SERVICE WILL NOT EXCEED THE AMOUNT OF THE FEES THE CUSTOMER ACTUALLY PAID TO THE COMPANY DURING A 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THE CUSTOMER, ITS AUTHORIZED USERS, AND CLIENTS ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS CONSTITUTE A REASONABLE BARGAIN BETWEEN THE PARTIES AND THE PROVISION OF THE GIVEN SERVICE WOULD NOT TAKE PLACE OTHERWISE.

11.4 WHERE ANY DISCLAIMER, LIMITATION, OR EXCLUSION OF THE COMPANY’S LIABILITY MAY BE UNENFORCEABLE PURSUANT TO LEGISLATION OF ANY PARTICULAR STATE OF THE UNITED STATES OR ANOTHER COUNTRY, 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.

12. Governing Law and Dispute Settlement

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

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

12.3 Should negotiations not result in dispute resolution, the Customers consent to subject all disputes, they may have with the Company, to pertinent United Arab Emirates courts.

12.4 Either the Company or the Customer, if they intend to submit their claim to the court, must send to the other party, by certified mail, a written notice of dispute describing the nature and basis of the claim and the specific relief sought by a particular party. Notice of dispute to the Company should be sent to Interactive Group FZC, P.O. Box: 7073, Umm Al Quwain, United Arab Emirates. In the event such dispute will not be resolved within 60 (sixty) calendar days of the notice receipt, either the Company or the Customer shall have the right to submit it to the court.

12.5 The Company and the Customer consent to not resorting to any trials by jury, class action claims, suits or proceedings, or non-individualized relief.

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

10. Miscellaneous Provisions

10.1 The Company reserves the right to rescind the Terms if the Customer has violated any of their provisions or the rescission is required by law. Certain provisions stipulated herein shall survive the termination of these Terms.

10.2 The Terms may be changed, modified, or altered at any time without a prior notice to the Customer.

10.3 These Terms and the rights and obligations herein are personal to the Customer, and the Customer may not assign or otherwise transfer the Terms, or any rights, or obligations hereunder, by operation of law or otherwise, without a prior written consent of the Company. Unlike the Customer, the Company may freely assign the Terms.

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 Service 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@getbewarned.com.

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