

## End User Licence Agreement

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### 1. AGREEMENT HIGHLIGHTS

#### PLEASE READ CAREFULLY BEFORE DOWNLOADING OR USING THE APPLICATION:

- This end user licence agreement (the "Agreement") is a legal agreement between you ("you") and Yougetitback Limited (trading as Inhance Technology) whose registered address is Evergreen House, Congress Road, Cork, Ireland (referred to herein as "Licensor" or "We" or "Us" or "Our"). Our partners (hereinafter "Our Partners") may offer the Application to you free of charge as part of their insurance, warranty, retail or other offering (the "Partner Product").
- As used herein the term "**you**" also applies to any legal entity or individual on whose behalf you are entering into this Agreement.
- The software application licensed in this Agreement includes all or any of the Features of the application, computer software and digital assets, the data supplied with it, the associated media, printed materials, purchase information and online **OR** electronic documentation and/or any of the related services (the "**Application**").
- The download and purchase of the Application is not covered by this Agreement, but is subject to any rules or policies (the "**Appstore Rules**") applied by any appstore provider or operator from whose site (the "**Appstore**") you downloaded the Application including those set out in the Addendum to this Agreement (if applicable). This is a licensing agreement and not a purchase contract.
- COMPATIBILITY AND THIS AGREEMENT:** THE APPLICATION MUST BE OPERATED ON A COMPATIBLE MOBILE, TELEPHONE OR HANDHELD DEVICE WITH THE APPROPRIATE SPECIFICATIONS (THE "**DEVICE**"). YOU SHOULD CHECK THAT YOUR DEVICE IS COMPATIBLE WITH THE FEATURES OF THE APPLICATION BEFORE YOU DOWNLOAD THE APPLICATION BECAUSE THE APPLICATION WILL NOT WORK ON ALL DEVICES. BY CLICKING ON THE "I AGREE" BUTTON YOU AGREE TO THE TERMS OF THIS AGREEMENT.
- LICENSING OF THE APPLICATION IS EFFECTED DIRECTLY FROM US UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT AND NOT FROM OUR PARTNER.

8. **ELIGIBILITY:** THE APPLICATION IS ONLY AVAILABLE FOR USE BY USERS WHO ARE OVER THE AGE OF 18.
9. **LOCATION TECHNOLOGY:** THE APPLICATION USES LOCATION TECHNOLOGY SUCH AS GPS, WI-FI, CELL ID OR IP ADDRESS TO PROVIDE SOME FEATURES OF THE APPLICATION. IN ORDER TO ENABLE US TO USE YOUR LOCATION, WE NEED YOUR CONSENT. THIS CONSENT IS MANAGED VIA THE OPERATING SYSTEM FOR THE DEVICE. IF WE DO NOT HAVE YOUR CONSENT, WE WILL NOT BE ABLE TO PROVIDE SOME OF THE FEATURES OF THE APPLICATION THAT REQUIRE THE USE OF LOCATION TECHNOLOGY. YOU CAN CHANGE YOUR LOCATION TECHNOLOGY PREFERENCES VIA THE SETTINGS APPLICATION ON YOUR DEVICE.
10. **COMMUNICATIONS WITH YOU:** YOU ACCEPT THAT WE AND OUR PARTNERS, SUBCONTRACTORS OR AGENTS MAY COMMUNICATE WITH YOU IN ORDER TO PROVIDE THE APPLICATION AND RELATED SERVICES TO YOU. SUCH COMMUNICATIONS MAY BE BY PHONE, EMAIL, POST OR TEXT OR THROUGH THE USE OF PUSH NOTIFICATIONS TO YOUR DEVICE USING THE CONTACT DETAILS PROVIDED BY YOU OR OUR PARTNERS. THE APPLICATION MAY FROM TIME TO TIME SEND A NOTIFICATION TO YOUR DEVICE TO PROVIDE SOME FEATURES OF THE APPLICATION. IN ORDER TO ENABLE US TO SEND YOU NOTIFICATIONS, WE NEED YOUR CONSENT. THIS CONSENT IS MANAGED VIA THE OPERATING SYSTEM FOR THE DEVICE. IF WE DO NOT HAVE YOUR CONSENT, WE WILL NOT BE ABLE TO PROVIDE SOME OF THE FEATURES OF THE APPLICATION THAT REQUIRE THE USE OF NOTIFICATIONS.
11. **APPLICATION FEATURES:** THE APPLICATION INCLUDES A NUMBER OF DIFFERENT FEATURES WHICH ARE DESCRIBED IN THE FEATURES SECTION OF THIS AGREEMENT (THE "**FEATURES**"). WHEN YOU DOWNLOAD THE APPLICATION YOU WILL ONLY BE ABLE TO ACCESS THE FEATURES THAT WE HAVE ENABLED BASED ON THE AGREEMENT THAT WE HAVE WITH OUR PARTNER. EACH FEATURE THAT YOU HAVE ACCESS TO IS DESCRIBED IN THE FEATURES TERMS SCHEDULE OF THIS AGREEMENT.
12. **FURTHER TERMS:** THE PROVISIONS SET OUT IN THIS CLAUSE 1 ARE NOT EXHAUSTIVE AND THEY DO NOT PROVIDE AND WERE NOT DRAFTED TO REPLACE OR TAKE PRECEDENCE OVER ANY OF THE OTHER TERMS OF THIS AGREEMENT. FOR ADDITIONAL DETAILS, PLEASE SEE THE REMAINDER OF THE TERMS BELOW. THERE ARE A NUMBER OF FACTORS SUCH AS ENVIRONMENTAL CONDITIONS, POOR SIGNAL AND BATTERY LIFE WHICH MAY IMPAIR THE FEATURES OF THE APPLICATION OR CAUSE IT NOT TO WORK. WE WILL NOT BE ABLE TO PREVENT THE APPLICATION FROM BEING DELETED ON THE DEVICE BY ANY USER OF THAT DEVICE.
13. **GENERAL**
14. The terms of this Agreement apply to the Application including any updates or supplements to the Application, unless they come with separate terms, in which case those terms apply.
15. We may change, add to or delete provisions in this Agreement by notifying you of a change when you next start the Application or when you log onto the Online Account or one of the websites from where the Application is made available to you (the "**Application Website**"). The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Application.
16. From time to time updates to the Application may be issued through the Appstore.
17. **LICENCE TERM**
18. The "Licence Term" shall begin on the date of your initial installation of the Application, and shall last for the period that the Licensor makes the Application available to you.

19. The Application may automatically deactivate and become non-operational at the end of the Licence Term.

#### **20. USER CONTENT**

21. When used in this Agreement the term "User Content" shall mean:

22. contacts in the Device address book;

23. images and video (and the corresponding audio track) on the Device camera; and

24. SMS messages on Android Devices.

25. User Content shall not include:

26. calls or messages sent or received using Over the Top apps such as Skype, Viber, Whatsapp, Facebook messenger; or

27. audio files, e.g. iTunes files.

#### **28. GRANT AND SCOPE OF LICENCE**

29. The Application is licensed for the Licence Term only, not sold. In consideration of you agreeing to the terms of this Agreement, the Licensor hereby grants to you a revocable, non-exclusive, non-transferable licence to use the Application during the Licence Term subject to this Agreement. We reserve all other rights.

30. You may receive and use any free supplementary software updates for the Application incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time.

31. You may download, install and use the Application for your private or internal business purposes on any Device where you have the appropriate authorisation from the owner of the Device or you are the owner of the Device.

#### **32. ELIGIBILITY**

33. You may not download or use the Application on a Device of any third party:

34. who is over 18 unless you have their valid express consent; or

35. who is under 18 unless you are their parent or guardian or act with the parents' or the guardian's express consent.

36. You agree to notify Us immediately of any unauthorised use of your account information or any other breach of security.

37. The Application may be used for private business use. In the event that you are an employer or are acting on behalf of an employer and you install the Application on a Device provided to or owned by employees you undertake to ensure that:

38. you are acting in compliance with all laws including data protection laws; and

39. you have obtained all the necessary consents and approvals from such employees that are required to effect such installation and to receive support on behalf of the employees.

#### **40. YOUR UNDERTAKINGS**

41. Except as expressly set out in this Agreement, you undertake:

42. not to copy the Application, unless the making of a back-up copy is necessary to ensure the future use of the Application during the License Term;

43. not to rent, lease, sub-license or loan the Application;

44. not to impersonate any person or use the Application for the purposes of stalking or harassment including allowing any third party use the Application for such purposes;

45. not to merge, adapt, vary, modify or make alterations to, or modifications of, the whole or any part of the Application;

46. not to permit the Application or any part of it to be combined with, or become incorporated in, any other programs;

47. not to disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the Application nor attempt to do any such things;

48. not to use the Application for any unlawful or illegal purpose. For example in some jurisdictions it is an offense to install monitoring software onto a Device. You agree that you will check the relevant law in your jurisdiction. If you use the Application for any unlawful or illegal purpose, We will fully cooperate with any relevant law officials which may include turning over data relating to you;
49. not to use the Application for any purpose other than its intended purpose;
50. to keep all copies of the Application secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Application;
51. to supervise and control use of the Application (where relevant) and ensure that the Application is used in accordance with the terms of this Agreement;
52. to make sure that you are legally entitled to install the Application on the Device;
53. to replace the current version of the Application with any updated or upgraded version or new release provided by the Licensor under the terms of this Agreement that has the purpose to:
54. correct errors, faults, close security vulnerabilities;
55. to enhance the usability of the Application; or
56. change the Features of the Application;
57. that you have all necessary rights and authority to use all the Features of the Application for each Device including viewing calls and messages to that Device; and
58. not to provide, or otherwise make publicly available, the Application in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code).

#### 59. **USE CHARGES**

60. Your use of the Application may result in certain usage charges on each Device on which it is used, such as for SMS messages sent to or received from a Device or use of mobile data (the "**Charges**"). We are not responsible for such Charges.
61. Depending on your mobile network plan, you may incur Charges when you do the following actions, including but not limited to:
62. installing the Application on a Device;
63. diagnosing the physical condition of your Device;
64. if you change the SIM of the Device on which the Application is installed;
65. if you lock your Device using the text lock function; or
66. if any Features is used when the Device is not connected to the internet, the Device may confirm the performance of such an action by means of an SMS, push or other acknowledgment sent from your Device to Our servers.
67. These Charges may, among others, be imposed by your mobile network operator or your internet service provider. You are advised to consult your mobile network plan, mobile data plan or internet data plan to identify the Charges which may be incurred prior to the installation and operation of the Application.

#### 68. **SUPPORT SERVICES**

69. We will endeavour to answer by telephone or by email any queries which you may have regarding the use or operation of the Application during the License Term.
70. If you contact Us to receive support services and you are not the owner of the Device, but have accepted this Agreement, then you warrant that you have the necessary authorisation and consent from the owner of the Device to receive such support.
71. It may not be possible to provide the support services and you may not be able to receive the full benefit of the Application if for example:
72. you do not have the appropriate cellular or internet connection;
73. you are not the authorised licensee of the Application or you are unable to answer the relevant security questions;
74. the Device is not receiving the GPS signal due to atmospheric factors or other sources of error;
75. your Device is not charged or powered "on"; or

76. you cancel or do not pay your subscription with your network provider (in the case that you are using the Application on a mobile phone as the Application is linked to your mobile phone number).

#### 77. INTELLECTUAL PROPERTY RIGHTS

78. All intellectual property rights in the Application throughout the world are owned or licensed by the Licensor, the rights in the Application are licensed (not sold) to you, and you have no rights in, or to, the Application other than the right to use it in accordance with the terms of this Agreement.

79. You have no right to have access to the Application in source code form or in unlocked coding from Us.

#### 80. LOCATION BASED SERVICES

81. We follow the CTIA Best Practices and Guidelines generally which are intended to promote and protect user privacy as new location-based services are developed and deployed.

82. Many of the Features of the Application described in this Agreement use GSM base stations or Global Positioning Satellite (GPS), Cell ID, IP Address and/or Wi-Fi to collect location data from the Device (the "**Location Services**"). The Application uses the Location Services to:

83. attempt to find a Device in the event that it is lost or stolen;

84. track a Device over a specified period of time;

85. locate a Device with the purpose of trying to monitor or locate the holder of the Device, for example children, vulnerable adults or employees;

86. notify you of the nearest store of Our Partner based on the location of the Device at a specific point in time;

87. associate your Application usage with a store of Our Partner; or

88. trigger the Application to conduct regular tasks, for example the uploading of new user content to the cloud, or the capture of updated diagnostic information.

89. We will only be able to provide the Location Services if We are able to transmit, collect, maintain, process and use, among other things, the precise coordinate data and real time geographic location of the Device over a period of time (i.e. tracking) or at a given point in time (the "**Location Data**") and share such Location Data with Our Partners who are the data controllers of such Location Data. In order to be able to provide the Location Services your consent is required. This consent is optional and is provided through the Application.

90. The Location Data is transmitted via secure socket layer technology into password protected databases. The Location Data may be retained during the Licence Term and for a reasonable period following termination in order to cover Our residual obligations relating to the Application.

91. You may withdraw or approve the use of the Location Services location on a Device at any time by turning "ON"/"OFF" the relevant setting via the Settings application on your Device.

92. If you make an insurance claim relating to a lost or stolen Device you understand that, if you have, separately to this Agreement, consented to the collection of Location Data from the point at which the claim is made, Location Data collected from the Device may be used to try to identify where the Device is located. If you do not provide your consent you agree that We shall have the right to inform Our Partner investigating your claim of this fact. We shall not be responsible or liable for any decisions taken by Our Partner or the relevant data controller as a result of the Location Data that We provide to them.

93. Provided that you, separately to this Agreement, have given your consent to the use of Location Services, We will try to locate the SIM (Subscriber Identity Module) for the Device. This may result in Us locating a different Device from the insured Device if the SIM is transferred to another Device.

94. The use of the Location Service is not suitable for emergency situations and should not be relied upon during such times. We shall not be liable for any reliance placed by you on the Location Service being available for any situation including the case of an emergency.

95. The accuracy of the Location Service is subject to network capabilities, environmental conditions, and whether or not the Device is functioning properly, powered on and within coverage and therefore We are not able to guarantee that the results you may obtain will be accurate, timely or reliable.
96. The following is important information relevant to the Location Services:
97. the Location Services, when activated on a particular Device, may return information on the location of a Device and not on the location of any individual, who may or may not be in possession of the Device;
98. We may not be able to provide the Location Services in relation to a particular Device in certain circumstances, including but not limited to where the Device is powered off, out of battery or out of GPS / cell tower range;
99. the Location Services are intended to be used for informational purposes only and are not intended to be, and should not be relied on as, a substitute for the legal and appropriate monitoring or supervision of an individual who may or may not be in possession of the monitored Device;
100. the accuracy of the Location Services can vary depending on the user's situation, i.e. city versus country location, or depending on the type of Location Service used, e.g. cell-based versus GPS;
101. you shall be responsible for managing the processing, use and security of the Location Data received through your use of the Location Service. You must use the Location Service and associated Location Data within the law taking into account that the collection and use of personal data using Location Data is subject to relevant privacy and data protection legislation and any other relevant codes of practice guidance as issued from time to time by the relevant authorities;
102. where We have reasonable grounds for suspecting misuse of the Location Service or failure by you to either follow instructions or adhere to this Agreement We may suspend or withdraw the Location Service including your use of the Application. In such case, We will inform you about this measure and give you the opportunity to respond to such allegation or to stop any misuse. Our right to terminate this Agreement without notice according to clause 16 remains unaffected; and
103. We may not be able to prevent the user of the Device from removing the Application or turning off the Location Services on the Device.
104. We are wholly reliant on the mobile operators and other third parties for the provision of both cell-based and GPS-based Location Data and We reserve the right to terminate provision of the Location Services without notice in case such third parties do not provide the required Location Data.
105. In the event that you are aware of a situation where the Location Services are being used illegally or are being abused you can report this to Us by writing to [notices@inhancetechnology.com](mailto:notices@inhancetechnology.com). We will take all allegations of abuse seriously and investigate any reports made.
106. **ACCEPTABLE USE AND COMPATIBILITY**
107. The Application has not been developed to meet your individual requirements and it is therefore your responsibility to ensure that the facilities and Features of the Application meet your requirements.
108. The Application may not be free of bugs or errors.
109. In order for the Application to operate fully, the Device on which it is used may need to be connected to certain wireless and/or communication based technologies. There may be delays, limitations and other problems inherent in the use of the internet and electronic communication. Licensor is not responsible for any delays, failures or other damage resulting from such problems.
110. The battery life of your Device may diminish more quickly when using the Application.
111. Use of the Application may result in loss of the information stored on your Device.

112. Internet transmissions are never completely private or secure. Any message or information you send using the Application may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
113. We may not be able to provide certain Features of the Application in relation to a particular Device in certain circumstances, including but not limited to where the Device is powered off, out of battery or out of GPS / cell tower range.
114. You agree to:
115. only operate the Application in a safe and secure environment;
116. not access the Application when operating a vehicle;
117. observe traffic laws at all times; and
118. not use the Application when operating heavy machinery or engage in any activity that poses a risk to the health and safety of you or others when operating the Application.
119. By using the Application, you consent to Us collecting and using anonymised information about the Device and related software, hardware and peripherals for services that are internet-based or wireless to improve Our products and to provide the Application to you.

**120. LICENSOR'S LIABILITY**

121. In the event that you are entering into this Agreement and using the Application for private business, we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
122. Our maximum aggregate liability under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to one hundred euro (€100) for each claim. This does not apply to the types of loss set out in clause 13.5.
123. We will only be liable for losses which are a reasonably foreseeable consequence of the breach. "Foreseeable" means that the losses could have been reasonably contemplated by Us and you at the time of entering into this Agreement.
124. Nothing in this Agreement shall limit or exclude our liability for:
125. death or personal injury resulting from negligence;
126. fraud or fraudulent misrepresentation; and
127. any other liability which cannot be excluded or limited under relevant laws.
128. We are not responsible for :
129. unforeseeable losses, that is losses that could not have been contemplated by Us and you at the time of entering into this Agreement;
130. losses not caused by Our breach;
131. the actions or inactions of third parties including Our Partners;
132. any losses resulting from your failure to update the Application; or
133. failure to provide the Application or to meet Our obligations under this Agreement where such failure is due to events beyond Our control.
134. Where, pursuant to this clause 13, Our liability is excluded or limited, the latter shall also apply to the personal liability of Our subcontractors, vicarious agents, third party service providers, Our Partners, employees or representatives.

Licensor does not warrant that the Application will be uninterrupted or error free or that the Application will provide complete protection against all possible outcomes and threats.

**135. TERMINATION**

136. All licenses granted to you in this Agreement depend on your or their continued compliance with this Agreement. We are entitled to immediately terminate all licenses if you or they do not comply with any term or condition of this Agreement, if due to such breach it cannot reasonably be expected from Us to continue the contractual relationship with you until the agreed end or until the expiry of a notice period.
137. With regard to free or free trial versions of the Application and notwithstanding any other provisions of this Agreement We reserve the right to suspend and/or terminate this Agreement

and Your right to access and use the Application at any time, without notice and for any reason. You may terminate this Agreement at any time and for any reason by removing the Application from Your Device. We shall have no further responsibilities to you under this Agreement following its termination.

138. This Agreement shall terminate at the end of the Licence Term.

139. Upon termination for any reason:

140. all rights granted to you under this Agreement shall cease;

141. you must cease all activities authorised by this Agreement;

142. you must immediately pay any sums due under this Agreement; and

143. you must immediately delete or remove the Application from all Devices where it is installed and all copies of the Application then in your possession, custody or control. In cases of doubt, We have the right to demand from you a respective declaration supplemented by an affidavit.

#### 144. **THIRD PARTY SOFTWARE**

145. Certain portions of software code provided as a part of the Application may be subject to "open source" or "free software" licences ("**Third Party Software**"). The Third Party Software is not subject to the terms and conditions of this Agreement. Instead, each item of Third Party Software is licensed under the terms and conditions of the licence agreement that accompanies such Third Party Software which may be set out in an appendix to this Agreement. Nothing in this Agreement limits your rights, or grants you rights that supersede the terms and conditions of, any applicable licence for the Third Party Software, including any rights to copy, modify or distribute Third Party Software under the applicable licence.

#### 146. **TRANSFER OF RIGHTS AND OBLIGATIONS**

147. You may not transfer, assign, charge or otherwise dispose of this Agreement, or any of your rights or obligations arising under it, without Our prior written consent.

148. The Licensor is entitled to use subcontractors to fulfil its obligations to you.

149. The Licensor may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement or any of its obligations arising under it at any time.

#### 150. **NOTICES**

151. All notices given by you to the Licensor must be given to the email address [notices@inhancetechnology.com](mailto:notices@inhancetechnology.com). The Licensor may give notice to you using either the e-mail or postal address you provided to it or its representative.

152. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

#### 153. **EVENTS OUTSIDE THE LICENSOR'S CONTROL**

154. The Licensor is released from the duty to perform any of its obligations under this Agreement in case such performance is impossible for the Licensor due to events outside Our reasonable control (**Force Majeure Event**).

155. The Licensor's performance under this Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period.

#### 156. **WAIVER**

157. If We fail, at any time during the Licence Term, to insist upon strict performance of any of your obligations under this Agreement, or if We fail to exercise any of the rights or remedies to which We are entitled under this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

158. A waiver by Us of any default shall not constitute a waiver of any subsequent default.



159. No waiver by Us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

**160. SEVERABILITY**

161. If any of the terms of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid.

**162. CONFIDENTIAL INFORMATION**

163. The Application includes confidential information of the Licensor and all copyright; trademarks and all other intellectual property rights in and to the Application are and shall remain the sole and exclusive property of the Licensor. Nothing in this Agreement shall confer any rights in any trade name, business name or trade mark of the Licensor on you. The provisions of this clause shall continue to operate after the termination of this Agreement.

**164. TERMS OF USE**

165. Your use of the Application and the Online Account is subject to the Terms of Use.

**166. ENTIRE AGREEMENT**

167. This Agreement and any document expressly referred to in it constitute the whole agreement between Us and supersede any previous arrangement, understanding or agreement between Us, relating to the licensing of the Application.

168. In entering into this Agreement (and the documents referred to in it), neither of Us relies on any statement, representation, assurance or warranty of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement or those documents.

169. Nothing in this clause shall limit or exclude any liability for fraud.

**170. LAW AND JURISDICTION**

171. This Agreement, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Ireland and submitted to the exclusive jurisdiction of the courts in the Republic of Ireland.

172. In the event of a conflict between different translations of this Agreement the original English version will prevail.

#### **ADDENDUM FOR APPLE STORE LICENCES**

Notwithstanding anything to the contrary set forth in the Agreement, if you obtained a licence to the Application through the use of Apple's App Store (but only if you obtained your licence to the Application through Apple's App Store), the following additional terms and condition shall apply:

- (i) you acknowledge that the Agreement and this Addendum to the same is between Licensor and you only, and that Apple, Inc. ("**Apple**") is not a party to this Agreement. You acknowledge that We are solely responsible for the Application.
- (ii) subject to your compliance with the terms and conditions of the Agreement set forth above and this Addendum to the same, We grant you a non-exclusive, non-transferable licence to install and execute the Application solely for your use on any Apple product(s) that you own or control and as permitted by the Apple Usage Rules set forth in the terms and conditions applicable to the Apple Store.
- (iii) you acknowledge that Apple will not have any obligation whatsoever to provide any maintenance or support with respect to the Application.
- (iv) you agree that We shall be solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed in the Agreement and this Addendum to the same. In the event of any failure of the Application to conform to any applicable warranty, you have the right to notify Apple and Apple shall refund the licence fee to the Application to you (if any). You acknowledge that, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Application and all other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty shall be the sole responsibility of the Licensor, to the extent applicable.
- (v) both parties agree that it is the Licensor, and not Apple, that is solely responsible for addressing any claims made by you or any third party relating to the Application or your possession and/or use of the Application, including, but not limited to (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.
- (vi) both parties acknowledge that in the event of any third party claim that the Application or your possession and use of the Application infringes such third party's intellectual property rights, Apple will not be responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.
- (vii) you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on a U.S. Government list of prohibited or restricted parties.
- (viii) both parties acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of the Agreement and this Addendum to the same, and that, upon your acceptance of the terms and conditions of the Agreement and this Addendum to the same, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement and this Addendum to the same against you as a third party beneficiary thereof.
- (ix) you acknowledge and agree that if any of the terms and conditions of the Agreement and this Addendum to the same are inconsistent or in conflict with Apple's applicable instructions for Minimum Terms for Developer's End User License Agreement, the terms and conditions of Apple's instructions for Minimum Terms of Developer's End User License Agreement shall apply.

**IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU DO NOT HAVE A RIGHT TO DOWNLOAD, INSTALL OR USE THE APPLICATION.**

## **SCHEDULE – FEATURES TERMS**

1. TRADE IN FEATURE
2. DIAGNOSTICS FEATURE
3. CONTENT TRANSFER FEATURE
4. BACK UP & RESTORE FEATURE
5. DEVICE SECURITY FEATURE
6. DATA WIPE FEATURE
7. SAFEZONE FEATURE
8. ONLINE PORTAL FEATURES
9. UNSAFE SOFTWARE AND NETWORKS FEATURE
10. TRACKING FEATURE
11. MESSAGE CENTRE FEATURE
12. RETURN OF YOUR DEVICE

### **1. TRADE IN FEATURE**

#### **Overview**

THE TRADE IN FEATURE ALLOWS CERTAIN INFORMATION TO BE COLLECTED ABOUT YOUR DEVICE WHICH IS THEN USED BY OUR PARTNER TO GENERATE A MONETARY ESTIMATE FOR THE VALUE OF THE DEVICE FROM WHICH THE REQUEST IS MADE (THE "**DEVICE VALUATION**"). IF YOU ARE NOT THE OWNER OF THE DEVICE YOU SHOULD ONLY USE THIS FEATURE AND ACCEPT THE DEVICE VALUATION AS PAYMENT FOR THE DEVICE IF YOU HAVE ALL THE NECESSARY PERMISSIONS AND CONSENT FROM THE OWNER OF THE DEVICE TO TRADE IN THE DEVICE.

#### **Feature Terms**

The Trade In Feature of the Application is intended to provide information about a Device to Our Partner to allow Our Partner generate the Device Valuation. The Device Valuation is the monetary value that Our Partner has attributed to the Device. The transaction for the purchase of the Device is a separate transaction under a separate contract between you and Our Partner.

The Device Valuation is subject to:

- (i) certain questions generated in the Application and manually answered by you, or a staff member of Our Partner, in the Application. The questions asked will vary depending on the Device platform (iOS or Android) and Our Partner's requirements. The answers given in the Application are collected by Us and shared with Our Partner;
- (ii) Device information and condition as collected by the Application, which We share with Our Partner (including, but not limited to, IMEI, Manufacturer, Model, Network Operator, Platform, Storage, Screen condition, battery condition, "Find my iPhone"/"Android Account Signed In" is enabled / disabled on devices and whether the PIN/Passcode/Password has been removed etc.);
- (iii) Expiry, whereby the production of a new Device Valuation may be required if the transaction for the purchase of the Device is not completed within the required period of time; and

- (iv) It may not be possible to proceed with any sales transaction for the Device if, for example, "Find my iPhone" cannot be disabled by you or if the password cannot be turned off by you.

It is your responsibility to determine if the Device Valuation is appropriate for the relevant Device and whether to proceed with the sale of the Device in agreement with Our Partner.

We help to inform Our Partner about the state of the Device. With this information Our Partner decides the criteria and process for determining the Device Valuation. We have no input into the final determination of the Device Valuation or whether Our Partner proceeds with any sales transaction relevant to the Device. All queries relevant to the Device Valuation and any resulting sales transaction should be directed to Our Partner.

It is your responsibility to input the correct information into the Application when manually answering the questions generated by the Application.

It is your responsibility to back up or delete any information on the Device before proceeding with any sales transaction relevant to a Device.

## 2. **DIAGNOSTICS FEATURE**

### **Overview**

THE DIAGNOSTICS FEATURE WILL CAPTURE DATA WHICH MAY BE SHARED WITH OUR PARTNERS TO FACILITATE THEIR ABILITY TO ASSESS THE OVERALL CONDITION OF YOUR DEVICE.

### **Feature Terms**

This Feature captures data related to:

- (i) usage patterns on the Device;
- (ii) health of the Device; and
- (iii) the condition of the Device.

This information may be shared with Our Partners to facilitate a determination of the overall ability of the Device to function properly.

Included in this Feature is the ability to accurately identify the Device through the capture of the Device IMEI. This may require the installation of a temporary file on the Device to facilitate IMEI retrieval. This file will be automatically removed from the Device once the IMEI has been retrieved. Failure to facilitate IMEI retrieval may result in some Features of the Application not working as intended.

As part of our ability to determine the physical condition of a Device, We may capture an image of a Device and some of the surrounding background present behind the Device at the time of image capture.

### 3. **CONTENT TRANSFER FEATURE**

#### **Overview**

THE CONTENT TRANSFER FEATURE OF THE APPLICATION ALLOWS YOU TO TRANSFER CERTAIN CONTENT FROM ONE DEVICE TO ANOTHER DEVICE. YOU SHOULD ONLY USE THIS FEATURE IF YOU HAVE ALL THE NECESSARY PERMISSIONS TO TRANSFER THE RELEVANT CONTENT BETWEEN THE DEVICES.

#### **Feature Terms**

The content transfer Feature of the Application (the "**CTX Feature**") is intended for the transfer of the User Content from an original source Device to a separate destination Device. The CTX Feature must be used on a compatible Device the specifications for which may be listed on the Application Website from time to time. We cannot guarantee that the CTX Feature will work on all Devices even if listed on the Application Website.

The CTX Feature will transfer User Content depending on the storage capacity of your destination Device. You may choose the User Content that you transfer based on the relevant categories, contacts, videos and images or SMS on Android but not the individual files within those categories.

In order for the CTX Feature to work the original source Device from which the User Content is being transferred must have a screen with no cracks or blemishes. The destination Device to which the User Content is being transferred must have a functioning camera. Both Devices must have a functioning and suitably configured Wi-Fi connection.

The CTX Feature will attempt to identify identical files that are already stored on the destination Device, and where possible, not transfer them to limit the potential for duplicate files being created on the destination Device.

It is your responsibility to know and understand what User Content is stored on the source Device and to know, understand and verify what User Content was successfully transferred to the destination Device. We are not responsible for User Content including data, software, information, files, or other media that is not successfully transferred to the destination Device.

Certain anonymous information will be collected by Us when you use the CTX Feature. This anonymous information may include but is not limited to:

- (i) the operating systems of the Devices on which the Application is used e.g. Android to iPhone or iPhone to Android;
- (ii) the geographic location of the Devices using the Application e.g. store location or non-store location;
- (iii) the number of images transferred (not the content);
- (iv) the number of contacts transferred (not the content); and
- (v) the number of videos transferred (not the content).

You agree that prior to installing or using the CTX Feature, it is your responsibility to back-up the data, software, information or other files stored on the Device and We recommend that you do so. You agree that neither We nor Our Partner shall be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files, or other media, unless We are liable in accordance with clause 13.

#### 4. **BACK UP & RESTORE FEATURE**

##### **Overview**

THE BACKUP FEATURE ALLOWS YOU TO BACK UP CERTAIN CONTENT FROM ONE DEVICE AND RESTORE IT TO ANOTHER DEVICE OR BACK TO THE SAME DEVICE. YOU SHOULD ONLY USE THIS FEATURE IF YOU HAVE ALL THE NECESSARY PERMISSIONS AND CONSENTS TO BACK UP AND RESTORE THE RELEVANT CONTENT.

##### **Feature Terms**

This Features allows you to back-up the User Content (the "**Back-Up Services**") stored on the Device. While We provide interface that allows your Device to use such Back-up Services, We do not ourselves provide the Back-Up storage space. Such Back-Up storage will be provided by third-party service providers, selected by Our Partners, and you may be asked to enter into a separate agreement with such providers, in particular in the case of Google Drive.

If using Google Drive:

- (i) you will be required to use your own Google account credentials in order to complete this back-up. If you do not have a Google account, you may be prompted by Google to create one before you can access Google Drive; and
- (ii) the use of Google Drive to back up the User Content is subject to the agreement you entered into with Google when you created your Google account.

If using Amazon Web Services:

- (i) you will be able to back up the relevant User Content by activating the Back-Up Services Feature on the relevant Device and instigating a back-up;
- (ii) your use of the Amazon Web Service is subject to the Amazon acceptable use policy available at: <http://aws.amazon.com/aup>; and
- (iii) your personal data will be managed and stored by Amazon in accordance with the Amazon privacy policy available at: <http://aws.amazon.com/privacy>.
- (iv) you or the Authorised User own all right, title, and interest in and to the User Content;
- (v) you must have all rights in and permissions to the User Content necessary to grant the rights contemplated by this Agreement; and
- (vi) none of the User Content, or use of the User Content, will violate the Amazon Acceptable Use Policy.

You are the best judge of the value and importance of the data, including the User Content held on your Device and for the purposes of the Back-Up Services and accept that:

- (i) use of the Back-Up Service is at your sole risk and responsibility;
- (ii) you are solely responsible for instituting and operating all necessary back-up procedures, to ensure that data integrity can be maintained in the event of loss of data, including the User Content, for any reason;
- (iii) you are solely responsible for taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason;
- (iv) the Google Back-Up storage is provided by Google and We have no control over and We shall not be liable for the actions or inactions of Google or any other third party;
- (v) the storage capacity provided as part of the Back-Up Service may be specified in the commercial documentation provided to you when you purchase the Partner Product. You may be provided with an option to increase your available storage limit in certain circumstances. Additional fees may apply for such increases;
- (vi) data comprising of contacts, images and video stored on a Device using over-the-top apps such as Skype, Viber, WhatsApp, and Facebook messenger will not be backed up as part of the Back-Up Services. Only the User Content is capable of being backed up;

- (vii) some duplication of User Content may result from any restoration as part of the Back-Up Services;
- (viii) it is your responsibility to know and understand what information is stored on the source Device and to know, understand and verify what information was successfully backed-up to the relevant Back-Up Service;
- (ix) We are not responsible for the loss of User Content that was not successfully transferred to the relevant Back-Up Service;
- (x) It is your responsibility to monitor your available storage with the relevant Back-Up Service and to ensure there is enough storage available to complete a successful back-up. A back-up from the Device will not be successful if there is insufficient storage space available;
- (xi) In situations where the Back-Up Services are used to back up information on other Devices which may or may not be owned by other users, any user with the Account ID will be able to access and restore the User Content to another specified Device.

You agree that:

- (i) if you provide the Account ID to another individual then that individual will be able to see the User Content stored on any of your Devices by restoring the User Content to their specified Device; and
- (ii) by using the Account ID and initiating a restore of the back-up you will be able to see the User Content of all Devices using the Account ID. We are not responsible if you do not have all necessary permissions and authority to view all the User Content stored on Devices using the Account ID.
- (iii) In the event of termination of this Agreement your right to access the Back-Up Services may also terminate. You are responsible for restoring the User Content before your license is terminated.



## 5. **DEVICE SECURITY FEATURE**

### **Overview**

THE DEVICE SECURITY FEATURE ALLOWS YOU TO LOCK YOUR DEVICE REMOTELY VIA YOUR ONLINE ACCOUNT. IF YOU HAVE ENABLED LOCATION TECHNOLOGY, WE WILL ENDEAVOUR TO RETRIEVE THE LOCATION OF THE DEVICE WHEN THE LOCK IS INITIATED. WE MAKE NO GUARANTEE THE DEVICE LOCK WILL BE TRIGGERED, OR THAT IT WILL PREVENT ACCESS TO YOUR DEVICE IN THE EVENT IT IS TRIGGERED WHEN THE APPLICATION IS INSTALLED ON A DEVICE. WE MAY SEND A NOTIFICATION TO THE DEVICE WARNING THAT THE DEVICE MAY BE LOCATED BY YOU. AFTER THIS INITIAL WARNING WE MAY SEND NOTICES TO THE DEVICE FOR THE PURPOSE OF INFORMING THE END USER THAT THE LOCATION OF THE DEVICE IS BEING TRACED BY THE APPLICATION.

### **Feature Terms**

On supported Devices, the Application includes a number of Features to deter a thief in the event that a Device is missing and to aid in the return of a missing Device, these include, but are not limited to:

- (i) the Device can be locked by sending an instruction to the Device through the Online Account or, where available, through any other device that is capable of sending SMS messages (using the Device PIN);
- (ii) when the Device is locked the siren/alarm will sound and the Device will automatically take a picture designed to capture the holder of the Device. This picture will then be displayed on the Online Account associated with the Device. We shall not be responsible for any actions undertaken by you as a result of this information. You acknowledge that any picture taken is for the purposes of deterring thieves from stealing a Device. It is for law enforcement to follow up with any information provided. Any picture taken does not and should not be taken as absolute proof that the individual who's picture has been taken stole the Device;
- (iii) in the case of loss the Application will present a unique dialogue on the Device providing simple instructions for finders or Good Samaritans to return the Device; and
- (iv) in the event that the Device is in the unauthorised possession of a third party, or you believe the Device has been stolen, you should inform a member of the local law enforcement for the matter to be investigated in the proper manner and in accordance with local laws.

## 6. DATA WIPE FEATURE

### Overview

**USING THE DATA WIPE FEATURE YOU WILL BE ABLE TO DELETE CERTAIN INFORMATION CONTAINED ON THE DEVICE ("DATA WIPE").**

### Feature Terms

The content that is capable of being deleted by this Feature includes, where available, all:

- (i) contacts in the Device address book;
- (ii) SMS messages on an Android Device only;
- (iii) information on the Device calendar;
- (iv) call history on the Device; and
- (v) emails on the Device email accounts; together (the "**Data Wipe Content**").

You agree that:

- (i) if you provide the Account ID to another individual then that individual may be able to activate Data Wipe for each of the Devices listed on your Online Account; and
- (ii) by using the Account ID and initiating a Data Wipe you will have the capability to wipe all Devices using the Account ID. You may also select particular Devices for Data Wipe.

Once launched, Data Wipe may commence at any time. You agree that your use of Data Wipe is intended to result in the permanent destruction of all the Data Wipe Content residing on your Device and that the Data Wipe Content may not be capable of retrieval and may result in your Device becoming non-functional as a result of not having the relevant Data Wipe Content on the Device.

In order to activate Data Wipe you must complete the authorisation process through your Online Account or through the call centre and you must confirm that We are permitted to perform Data Wipe and that you are aware of the consequences of initialising Data Wipe.

The process is self-initiated and you are solely and singularly responsible for authorising Us to perform Data Wipe on any Device.

In order to initialise Data Wipe you will be asked to provide Us with certain account specific information which should be known only to you. It is your responsibility to ensure the safe keeping of this information and the prevention of dissemination of this information to any third party. We shall have no liability in respect of any Data Wipe initiated by an unauthorised third party, in the event of their obtaining the information due to your negligence or otherwise without negligence or intentional misuse on Our part.

The success of any Data Wipe may be dependent on the Device being in contact with the Online Account through an appropriate network connection.

We do not guarantee that any Data Wipe will be successful.

## 7. **SAFEZONE FEATURE**

### **Overview**

THE SAFEZONES FEATURE ALLOWS YOU TO MONITOR THE PRESENCE OF A DEVICE IN A SPECIFIED LOCATION AT A PARTICULAR TIME. THE APPLICATION IS PROVIDED AS AN AID AND IS NOT AND SHOULD NOT BE CONSIDERED AS A REPLACEMENT FOR THE PROPER SUPERVISION OR MONITORING OF CHILDREN, VULNERABLE ADULTS OR EMPLOYEES. AS PROVIDED IN THIS AGREEMENT THE APPLICATION IS PROVIDED AS AGREED AND SUBJECT TO THE LIMITATIONS OF THIS AGREEMENT. THERE IS NO GUARANTEE THAT LOST CHILDREN OR VULNERABLE ADULTS WILL BE FOUND OR THAT THE DEVICE OWNER IS IN POSSESSION OF THE RELEVANT DEVICE.

### **Feature Terms**

The Safezone Feature allows the user to allocate a distance radius around a certain area on a map (a "**Safezone**"). An example of a Safezone would be a school or home or place of work and is the area where the holder of the Device should be during specified hours. If you are eligible to access the Safezone Feature, you may log into your Online Account and set a Safezone for the Device.

Several Safezones may be set up on the Device for various times of the day or night, provided that Safezones cannot overlap time-wise. You set the radius, active times and days for each Safezone. On a Wi-Fi-only Device Safezones will function only if the Device has a Wi-Fi access point.

You may receive a notification to your registered email address when the Device enters or leaves an active Safezone. You may also receive a notification if the Device does not enter an active Safezone within the relevant time of the Safezone becoming active.

As part of Safezone, the following additional Features for certain Android Devices (the "**Android Features**"), may be available through your Online Account:

- (i) block incoming calls from a particular number;
- (ii) block outgoing calls to a particular number; and/or
- (iii) block incoming SMS messages from a particular number.

Other third party applications which you have installed on your Android Device may affect the functionality of the Android Features listed above. For example certain third party messaging applications may capture all calls and messages to the Device and thereby prevent the Application from showing such calls and messages.

## 8. ONLINE PORTAL FEATURES

### Overview

THE ONLINE PORTAL WILL BE AVAILABLE FOR YOU TO USE TO ACTIVATE SOME OF OUR APPLICATION FEATURES REMOTELY. YOU WILL BE ABLE TO ACCESS OUR ONLINE PORTAL USING YOUR PERSONAL ONLINE ACCOUNT CREATED BY YOU AT THE TIME OF REGISTRATION FOR THE APPLICATION (YOUR "ONLINE ACCOUNT").

### Feature Terms

The online registration portal provides a number of benefits including access to your Online Account where you will be able to update your details and benefit from the support services. To access the Online Account, you must log into the Application Website and follow the relevant instructions.

In order to access your Online Account and to complete the registration and or activation process you must choose a username and or password or use the password allocated to you (the "**Account ID**").

The Licensor or Our Partner may restrict the Account ID you can choose. You may be asked to provide information including (but not limited to) your name, email address, phone number and postal address and other information required to provide you with the Application. You are fully responsible for all actions taken using your Account ID facilitated by your negligent behaviour. You agree only to use your own Account ID to access the Online Account.

You are responsible for keeping your information (including your Account ID) secure against unauthorised access. We will not be liable to you for any losses you may incur as a result of any unauthorised third party access to your account, if this was not caused or facilitated by negligence on Our part. You are responsible for all actions taken on the Device and in the Online Account using the Account ID.

You are responsible for maintaining and promptly updating your account information as necessary to ensure accuracy and completeness.

You must complete all details requested and provide correct information upon activation or registration otherwise We cannot guarantee that We will have sufficient information to provide the Features of the Application to you.

It is your responsibility to remove the Application from any Device which is no longer operating under your Account ID and delete all information relating to that Device from your Online Account.

## 9. **UNSAFE SOFTWARE AND NETWORKS FEATURE**

### **Overview**

THE UNSAFE SOFTWARE AND NETWORKS FEATURE ENDEAVOURS TO LOCATE ANY MALICIOUS SOFTWARE INSTALLED ON YOUR DEVICE. WE MAKE NO GUARANTEE THAT WE WILL SUCCESSFULLY LOCATE ANY MALWARE THAT MAY BE PRESENT ON YOUR DEVICE.

### **Feature Terms**

The Application will search your Device for possible threats, including unsecured wireless networks and other potentially damaging software ("**Possible Threats**").

As part of using the Application to identify Possible Threats on your Device We may collect information about your Device and information stored on your Device, suspicious files from the Device on which the Application is installed and files affected by the Possible Threats and any information about such files. The Licensor shall use this information only to review the Possible Threats and make you aware of the Possible Threats.

## 10. **TRACKING FEATURE**

### **Feature Terms**

The Tracking Feature will monitor the location of a Device at a set interval and display two days of Location Data for the monitored Device on a map in the Online Account.

If the Device does not have appropriate internet connection the tracking Features will capture GPS coordinates when the Device has no internet connection and display this Location Data on the Online Account when the Device has appropriate internet connection.

You must log into your Online Account in order to view and activate the tracking Feature.

## 11. **MESSAGE CENTRE FEATURE**

The Message Centre Feature allows information and marketing messages to be sent to the Online Account.

The messages will be sent to the Message Center inbox in the Online Account so you may be required to log in to the Online Account in order to access the Message.

On some Devices the Message may also appear in the notifications tool bar on the Device. You are under no obligation to read, respond or acknowledge any Message.

## 12. **RETURN OF YOUR DEVICE**

If the finder of a Device reports to Us or Our Partner that the Device is in their possession We or Our Partner will try to mediate the return of your Device should this be required. We will not be liable for any damage caused to the Device. We exclude all liability in respect of lost or stolen Devices and Our only obligation in respect of such Devices will be to try to mediate the return of them to the registered user of the Application.

Nothing in this Agreement shall be construed as guaranteeing or warranting that your Device will be returned to you or that your Device will be returned to you in the same condition.

We are under no obligation and We may be unable to return your Device to you where the Application has not been activated on the Device. We will, however, use reasonable endeavours to mediate the return of your Device to you if possible, but your failure to activate the Application or keep the details on the Online Account up to date may mean that We do not have the necessary details to mediate the return of the Device to you.