

PRIVACY POLICY

GENERAL

This document was last updated in October 17th, 2016.

“Safey” refers to Safey LLC, 704 228th Ave NE #883, Sammamish, WA 98074, USA (also referred to as “we”, “us”, or “our”).

Safey is committed to protecting your privacy and to comply with applicable data protection and privacy laws. Throughout this privacy policy (the “Privacy Policy”) the term “Personal Data” means information relating to an identified or identifiable individual (i.e. a natural person).

This Privacy Policy applies to the processing of Personal Data collected or submitted by you in connection with the use of the products and services (the “Service”) offered by Safey and its affiliates, partners and suppliers. Please read this Privacy Policy carefully to understand how we collect, use, transfer, and store your data as you make full use of the Service.

By using the Service and/or by submitting Personal Data to Safey, you express your agreement to the processing of your Personal Data in the manner provided here and in the Terms of Use. If you do not agree with the terms and conditions of this Privacy Policy and the Terms of Use, please do not use the Service or provide us with your Personal Data.

You may at any time revoke your consent by canceling your account with Safey. You can cancel your account by contacting us and we will then delete or anonymize any Personal Data and any other information identifiable with you.

THE DATA WE COLLECT

When you use or register for our Service or otherwise interact with us, we may ask you to provide us with information such as your name, email address, as well as user name, password and other credentials that are used to authenticate users and to validate their actions or that may be needed to provide you with the Service or to communicate with you. When you use or register for our Service we automatically collect your phone number.

You accept that we gather, store, and analyze positional data from your phone and the networks the phone is connected to. This is necessary for us to provide you with the Service.

We also collect and process information about your actual location. The Service utilizes location information derived from multiple sources (e.g. GPS) to determine the location of your mobile device ("your location"), which is necessary for the Service to function properly. Please note that you need to enable the real time positioning and sharing if want to use the real time positioning sharing functionality of the Service.

If you use the Service as a service provided by your employer, institution, school, agency or organization you allow Safey to provide your employer, institution, school, agency or organization access to your positional data for the purpose of providing the Service and collect and process the data necessary for your employer to provide you with the Service, including your name, email address, phone number, positional data and other personal data you may have entered into the Service.

We will store your Personal Data and other information that you provide to us through the Service for so long as you have a valid account for the use of the Service. We will retain the collected Personal Data for some time after termination of the account, to enable us to respond to

any queries that you may have. After this we will delete all of your Personal Data from our records, apart from any data that we are required to keep for legal purposes. We will however keep unidentifiable data for statistical reasons.

THE PURPOSES FOR WHICH WE PROCESS YOUR PERSONAL DATA

Your Personal Data may be processed for the following purposes and to the extent necessary for that purpose: i) to provide you with the Service; ii) manage, control and improve the use of the Service; iii) to ensure the security of the Service; iv) to create, develop, improve operate and deliver our products and the Service; v) to communicate with you; vi) to personalizing our offering, for example to make recommendations and to display customized content on our website; and vii) compliance with mandatory legal requirements and/or in connection with law enforcement or other civil or criminal legal proceedings.

We may use your Personal Data to communicate with you, for example, to provide information relating to our products and/or services you are using or to contact you for customer satisfaction queries. We may use your Personal Data for marketing or research purposes, for example, to conduct market research and we may, in accordance with applicable law, contact you to inform you of new products, services or promotions we may offer.

If you do not want Safey to process your Personal Data for direct marketing purposes you may give written notice on this matter to Safey using the contact details provided in this document.

SHARING OF YOUR PERSONAL DATA

Safey will not sell, lease, rent or otherwise disclose your Personal Data to unauthorized third parties without your explicit consent unless expressly otherwise stated below.

We may provide your Personal Data to third parties who work on our behalf for the above purposes. Such parties are not permitted to use your Personal Data for other purposes, and we require them to act consistently with this Privacy Policy and to use appropriate security measures to protect your Personal Data.

To be able to provide the Service we must sometimes use resources located in various countries around the world. Therefore your Personal Data may be transferred across international borders outside the country where you use our Services, including to countries outside the European Economic Area (EEA) that do not have laws providing specific protection for Personal Data or that have different legal rules on data protection, for example, the United States of America. In such cases we take steps to ensure that there is a legal basis for such a transfer and that adequate protection for your Personal Data is provided as required by applicable law, for example, by using standard agreements approved by relevant authorities (where necessary) and by requiring the use of other appropriate technical and organizational information security measures. You hereby give your consent to us transferring your Personal Data in accordance with the above. If you do not agree, please do not use the Service or provide us with your Personal Data.

We may be obligated by mandatory legislation to disclose your Personal Data to certain authorities, such as law enforcement agencies. We may also process your Personal Data in case needed to defend our legitimate interests in civil or criminal legal proceedings.

In the event that Safey is acquired by or merged with a third-party entity, or we transfer the Service to a third party, we reserve the right, in any of these circumstances, to transfer or assign

your Personal Data and other information we have collected from you as part of such merger, acquisition, sale, transfer or other change of control.

SECURITY OF YOUR INFORMATION

We recognize our responsibility to protect the Personal Data and other information you have provide us with. We take appropriate technical and organizational information security measures to safeguard your Personal Data against loss and misuse, as well as unauthorized access.

YOUR RIGHTS AND OBLIGATIONS

You have the right to once a year request a transcript of the Personal Data that we have about you. You may request to have inaccurate or incomplete data corrected or deleted. Please note that we may not be able to continue to provide the Service to you, if you wish us to delete or cease the processing of your Personal Data.

Please note that Safey may need to identify you and to ask for additional information in order to be able to fulfil your above request. Please also note that applicable law may contain restrictions and other provisions that relate to your above rights.

THE CONTROLLER OF YOUR PERSONAL DATA AND CONTACT DETAILS

If you have any additional questions or concerns about this Privacy Policy or our information practices, please feel free to contact us at any time.

Safey LLC

704 228th Ave NE #883

Sammamish, WA 98074 USA

info@safeyglobal.com

CHANGES TO THIS PRIVACY POLICY

We may revise this Privacy Policy from time to time. The most current version of the policy will govern our use of your information and will always be at www.safeyglobal.com. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.

TERMS OF USE

GENERAL

These terms of use (the “Terms”) constitute a legal agreement and govern your access to the Safey Global Emergency System (the “Service”) through the use of the Safey Global Emergency Service Application (the “App”).

In these Terms, “Safey” shall refer to Safey LLC, 704 228th Ave NE #883, Sammamish, WA 98074, USA.

You (referred to as “User” or “you”) must agree to these Terms before you can use the Service. If you do not agree to these Terms you must not access or use the Service and/or the App. You can agree to the Terms either by actually using the Service and/or by submitting Personal Data to

Safey and/or by clicking a box that indicates that you agree to the Service, where such a box is made available to you.

Safey reserves the right to update or change these Terms from time to time and recommends that you review the Terms on a regular basis. You can review the most current version of the Terms at any time at www.safeyglobal.com. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes made for legal reasons will be effective immediately. If there is a conflict between these Terms and any later version of the Terms, the later version of the Terms will control for that conflict. If you do not agree to a later version of these Terms, you should discontinue your use of the Service and the App.

If access to the Service is gained through an agreement (the “Agreement”) between Safey or a distributor of the Service, and a corporation (the “Employer”) in which you, the user of the Service is employed, no other contractual arrangement will arise directly between Safey and the User than the Terms.

Please note that depending on your location some of the terms in these Terms may not apply to you. Safey will always provide the Service and the App in accordance with the legal requirements applicable to you. If there is a conflict between any terms in these Terms and any legal requirements applicable to you, such legal requirements will control for that conflict.

THE SERVICE

The Service is described at www.safeyglobal.com. If you use the Service as a service provided by your employer, Safey provides the Service to your employer who in turn provides access to the Service to you.

Safey is constantly changing and improving the Service and the App. Safey may add or remove functionalities or features, and may suspend or stop the Service and/or the App altogether.

SMS

The User accepts that Safey sends text messages, SMS, to the User’s phone.

USE

The User is not allowed to, in an automated and/or commercial way, disseminate or publish the information received through the Service.

Transmitted content or other intellectual property rights in relation to the App and the Service remains Safey property under these Terms.

Safey gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by us as part of the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by us, in the manner permitted by these Terms. You may not copy, modify, distribute, sell, or lease any part of the Service or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

For the service to function properly, the User must follow the use and configuring instructions at; www.safeyglobal.com

Safey has the right to, at any time, shut down a User and terminate the account if the User violates the Terms or otherwise uses the Service in a way that may cause us or a third party any harm.

CONFIDENTIALITY

Regarding personal and positional data, Safey is subject to the rules of confidentiality of its suppliers as stated in the Swedish Personal Data Act (SFS 1998:204).

COSTS

The Employer and/or the User are responsible for all costs related to the use of the Service.

EQUIPMENT

The User is solely responsible for the technical equipment and any additional services needed to use the App and access the Service, such as a phone with carrier subscription.

ELIGIBILITY

Some jurisdictions require a user to be 14 years of age or older to use the Service and the App. If you do not live in such jurisdiction, this section may not apply to you. If you live in such jurisdiction, you represent and warrant that you are 14 years of age or older. The App is not intended for users who are younger than 14 years of age. If you do not meet this requirement, you must not access or use the App. In the event that we learn that we have collected personal information from a person under the age of 14, we will delete that information as soon as reasonably practicable. If you believe that we might have any information from or about a person under the age of 14, please contact us. Safey may, in its sole discretion, refuse to offer access to the App to any person or entity and change its eligibility criteria at any time.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Safey, its subsidiaries, agents, licensors, managers, consultants, officers, directors, employees, contractors, advisors, affiliates, and partners from and against all claims, losses, liability, expenses, damages, judgments, awards, and costs (including reasonable attorney's fees), related to or arising from (i) any breach of these Terms, (ii) your use or misuse of any material or information posted, provided, transmitted, or otherwise made available by you or by Safey, (iii) your access or use of the service or app and related content, (iv) your violation of any third-party right, including intellectual property and privacy rights, (v) your violation of a law, rule, or regulation, or (vi) another party's use of the service and app using your account.

Safey reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Safey's defense of such matter.

DISCLAIMERS

SAFEY DOES NOT AND CANNOT WARRANT THAT THE SERVICE AND THE APP OPERATE IN A MANNER THAT IS COMPLETELY ERROR FREE NOR THAT ANY INFORMATION PROVIDED IS ALWAYS ACCURATE.

USE OF THE SERVICE AND APP IS AT YOUR SOLE RISK. YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS, OR SERVICES CONTAINED ON OR PROVIDED THROUGH THE SERVICE

AND THE APP ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT ANY WARRANTIES OR CONDITIONS. SAFEY RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND WITHOUT ANY OBLIGATION, TO CORRECT ANY ERROR OR OMISSIONS IN ANY PORTION OF OUR SERVICE OR APP, WITH OR WITHOUT NOTICE TO YOU.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SAFEY AND ITS AFFILIATES, AGENTS, PARTNERS, CONSULTANTS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, LICENSORS, AND ADVISORS (COLLECTIVELY, “AFFILIATES”) HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. THESE INCLUDE, BUT ARE NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT THE SERVICES AND APP WILL BE FREE OF VIRUSES, MALWARE, OR OTHER DESTRUCTIVE CODE. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE OR THE APP.

WITHOUT LIMITING THE FOREGOING, SAFEY AND ITS PARTNERS MAKE NO WARRANTY AS TO THE SECURITY, RELIABILITY, AVAILABILITY, ACCURACY, QUALITY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS, OR SUITABILITY OF THE SERVICES AND INFORMATION RETRIEVED FROM THEM. SAFEY AND ITS PARTNERS ASSUME NO RESPONSIBILITY FOR COMPLETENESS, ERRORS, OR OMISSIONS IN THE INFORMATION, SERVICES, OR DOCUMENTS WHICH ARE REFERENCED BY OR LINKED TO THIS WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES, WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY

ALL LIABILITY RELATING TO THE APP AND THE SERVICE IS EXHAUSTIVELY REGULATED IN THE AGREEMENT WITH THE EMPLOYER AND SAFEY UNDERTAKES NO LIABILITY DIRECTLY TO THE USER.

IN NO EVENT SHALL SAFEY OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, LOSS OF GOODWILL, LOSS OF USE, EMOTIONAL DISTRESS, LOSS OF PROFITS, INTERRUPTION OF SERVICE, LOSS OF DATA, OR OTHER INTANGIBLE LOSSES, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, RELIANCE ON, OR THE INABILITY TO USE, THE SERVICE OR APP THROUGH SAFEY. WE SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY, RELIABILITY, TIMELINESS, OR COMPLETENESS OF THE CONTENT OR ANY OTHER INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES, OR OMISSIONS THEREIN OR FOR ANY DELAYS OR

INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. SAFEY UNDERTAKES NO LIABILITY TO THE USER FOR ANY MALFUNCTION OR NON-COMPATIBILITY OF THE USERS EQUIPMENT AND CONNECTED SERVICES WITH THE SERVICE AND THE APP.

SAFEY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES OUTSIDE SAFEY' REASONABLE CONTROL IN CONNECTION WITH OR RELATED TO IMPROPER CUSTOMER USE OF THE APP OR THE SERVICE.

FURTHERMORE, WE WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, OR INJURY RESULTING FROM (A) UNAUTHORIZED ACCESS TO, OR HACKING OR TAMPERING OF, YOUR ACCOUNT OR THE INFORMATION THEREIN, (B) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND ANY PERSONAL INFORMATION STORED THEREIN, OR (C) BUGS, VIRUSES, TROJAN HORSES, MALWARE, OR OTHER DESTRUCTIVE CODE.

YOU AGREE THAT YOUR USE OF THE SERVICE AND APP IS AT YOUR OWN RISK. IF YOU ARE NOT SATISFIED WITH THE SERVICE OR APP, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR USE OF THE SERVICE OR APP.

TO THE EXTENT ANY OF THE ABOVE LIMITATIONS OF LIABILITY ARE RESTRICTED BY APPLICABLE LAW, SUCH LIMITATIONS SHALL NOT APPLY TO THE EXTENT OF SUCH RESTRICTIONS.

IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS, SAFEY OR ITS AFFILIATES IS FOUND TO BE LIABLE TO THE USER FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH THE TERMS, SAFEY' LIABILITY SHALL, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT EXCEED THE EMPLOYER'S QUARTERLY PAYMENTS FOR THE SERVICE DIVIDED BY THE NUMBER OF USERS THE EMPLOYER HAS.

THE USE OF THE SAFEY GLOBAL APP OR SAFEY EMERGENCY SYSTEM IN NO MANNER CONSTITUTES A DIRECT AGREEMENT BETWEEN THE USER AND ANY OF SAFEY'S SERVICE PROVIDERS. SAFEY'S SUPPLIERS SHALL BE UNDER NO LIABILITY BY THE END USER.

TERMINATION

You may at any time terminate your use of the Service by contacting Safey. Safey will then delete all credentials and any other information that can be related to you.

NO WAIVER

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Safey's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

ASSIGNMENT

You may not assign or transfer any rights under these Terms to any other person. Any attempted transfer or assignment shall be null and void. Safey may assign or transfer its rights without restriction.

SEVERABILITY

The provisions of these Terms are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

FORCE MAJEURE

Safey is not responsible for any delay or loss due to circumstances that Safey has no control over and which significantly complicates the obligations fulfillment or the fulfillment of the obligation is not economically justifiable.

GOVERNING LAW AND DISPUTES

These Terms shall be governed by and be construed in accordance with Swedish law.

Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be settled by Swedish Public Courts with Malmö District Court as first court of instance.

CONTACT

Please contact us at info@safeyglobal.com with any questions regarding these Terms.

APPLE REQUIREMENTS

You acknowledge and agree that (i) these Terms are concluded between you and Safey only, and not Apple, Inc. nor its subsidiaries (hereinafter –“Apple”); (ii) Safey, and not Apple, is solely responsible for the Licensed Application and the content thereof; (iii) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application; (iv) in the event of any failure of the Licensed Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Licensed Application to you; (v) to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application; (vi) Apple is not responsible for any claims, losses, liabilities, damages, costs, or expenses that you may have arising out of your use of the Licensed Application; (vii) Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim related to the Licensed Application or your possession and use of the Licensed Application, nor is Apple responsible if the Licensed Application or your possession and use of the Licensed Application infringes any third party's intellectual property rights; and (viii) you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary thereof. 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 any U.S. Government list of prohibited or restricted parties.