

# END-USER LICENSE AGREEMENT

## 1 DEFINITIONS

The terms used in this Agreement shall be defined as follows:

“**Agreement**” means this End-User License Agreement.

“**App**” means the smart phone application provided by Securitas.

“**Device**” means the smart phone or portable device with network communication, to which the App is downloaded.

“**Securitas**” means Securitas AB, reg. no. 556302-7241, a company established under the laws of Sweden.

## 2 GRANT OF LICENSE

2.1 Securitas hereby licenses the App to you for use only under the terms of this Agreement. The license is limited to a personal, worldwide, non-exclusive, non-transferable, fully revocable license to use the App on a Device while it is in your possession and under your control and as permitted by this Agreement. Securitas reserves all rights not expressly granted to you under this Agreement.

2.2 It is important that you read and understand the Agreement before using the App. If you do not agree, you must not use the App. You undertake to comply with all applicable laws and the terms of this Agreement when using the App.

2.3 By using the App, you confirm that you are aged 18 or over and therefore can create binding legal obligations for any liability you may incur as a result of the use of the App.

## 3 USE OF THE APP

3.1 You undertake to use the App only for its intended purposes. You may not use the App for any unlawful, illegal or improper purposes. You agree not to (i) rent, lease, lend, sell, redistribute or sublicense the App or a Device on which the App is installed, (ii) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof, (iii) delete, change or modify in any way any copyright notices or trademarks contained in the App, (iv) impact, monitor, damage, intercept, expropriate or copy the functionality, data and/or security of the App, and/or (v) engage in any act that interferes with Securitas’ business, violates this Agreement or infringes Securitas’ intellectual property rights.

3.2 You are responsible for and agree to provide current, complete and accurate information when creating your account, and update your account information as necessary to keep it current, complete and accurate, (ii) protect your Device against unauthorized access, (iii) download updates and/or upgrades of the App to your Device, and (iv) make sure that all settings, required network communication, entries, and changes necessary to operate the App on your Device are enabled and correct.

3.3 The App may require access to third party services such as mobile network connection and roaming. Securitas is not liable for any additional terms and costs of service that may apply with respect thereto and Securitas is not responsible for the proper functionality of any such third party services. You agree to comply with any such third party terms when using the App.

## **4 INTELLECTUAL PROPERTY RIGHTS**

The copyright, trademarks and other intellectual property rights to the App belong to Securitas. This Agreement does not transfer to you any ownership in the App or copyright or intellectual property rights therein, but permits you to use the App subject to the terms and conditions of this Agreement.

## **5 NO WARRANTY/AS-IS**

- 5.1 Securitas will try to keep the App as well-functioning as possible, but is not responsible to you for malfunctions, failures, or difficulties with the App.
- 5.2 The App is provided to you “as is” and with all risks. To the maximum extent permitted by applicable law, Securitas, its officers, directors, employees, agents, affiliates, and third party licensors and suppliers disclaim all warranties whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, warranties arising from course of dealing or course of performance, freedom from malicious code, of accuracy, title and non-infringement of third party rights, with regard to the App. Securitas is not responsible for incorrect or inaccurate entry information, whether caused by you, users of your account by any of the equipment or programming associated with the App, or by any technical or human error that may occur in the processing of any information related to the App. Securitas does not warrant that the App will meet your requirements, be error-free, secure or free of viruses, worms, disabling code or conditions or the like, or that the results that may be obtained from the use of the App will be accurate or reliable. Securitas will not be liable for loss of your personal data. You are responsible for backing up your personal data that you provide to Securitas for the App. You agree to assume all risk of any and all damages and loss from use of, or inability to use, the App.
- 5.3 Securitas cannot guarantee that the App is compatible with, and will work on, all Devices. This means that the App might not work with your Device.
- 5.4 No oral or written information or advice given by Securitas or Securitas’ authorized representative shall create a warranty.
- 5.5 You expressly understand and agree that any material downloaded or otherwise obtained using the App is done at your own discretion and risk and that you will be solely responsible for any resulting damages.
- 5.6 Securitas has no obligation to provide any updates or upgrades to the App or to fix any defect, error or bug in the App.

## **6 LIMITATION OF LIABILITY**

- 6.1 Securitas shall in no event be liable for damages, losses, liabilities or claims, unless specified otherwise under relevant laws, arising out of any false or inaccurate information provided by you, incurred by you or your properties due to a reason attributable to you or your failure to perform your obligations under this Agreement, resulting from a third party’s illegal or unauthorized access to or use of your Device or the App.
- 6.2 To the extent not prohibited by law, in no event shall Securitas be liable for personal injury, or any incidental, special, exemplary, indirect or consequential damages whatsoever, including, without limitation, loss of use, loss of data, loss of business, loss of actual or anticipated profits or savings (including loss of contract), loss of opportunity, business interruption or any other pecuniary or commercial damages or losses, arising out of or related to your use or inability to use the App, however caused, regardless of the theory of liability (contract, tort, including

negligence or otherwise) and even if Securitas has been advised of the possibility of such damages.

- 6.3 To the extent not prohibited by law, Securitas shall not be liable to you for any unintended or improper use of the App and shall not be liable for any failure by the App to perform as intended, if such failure is due to your Device, its incompatibility with the App, its failure to function correctly or any other reason beyond Securitas' control.
- 6.4 You hereby waive any and all claims against Securitas arising out of, or in any way connected to your use of the App.
- 6.5 In no event shall Securitas total liability to you for all damages (other than as may be required by applicable law) exceed the amount of SEK 100. The foregoing limitation will apply even if the above stated remedy fails of its essential purpose or is declared invalid or inapplicable.
- 6.6 Your legal rights with respect to these disclaimers and waivers may vary from jurisdiction to jurisdiction. Without intending to limit the foregoing, you must bring any claims you may have against Securitas within six (6) months or be forever barred. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.
- 6.7 Any failure by Securitas to enforce this Agreement or any part hereof shall not mean a waiver of Securitas' right to do so.

## **7 INDEMNITY**

You agree to defend, indemnify, release and hold Securitas and its suppliers, service providers or other partners, agents and employees harmless from and against all liabilities, costs and expenses, including reasonable fees of attorneys and other professionals, related to or resulting from your breach of this Agreement or your acts or failure to act in accordance with your obligations under this Agreement, except to the extent that such liabilities arise from Securitas' gross negligence or willful misconduct. In the event you provide registration or other information that is untrue, inaccurate, fraudulent or out of date, you agree to indemnify Securitas for and hold Securitas harmless from and against any and all liability, damages, loss or expenses it may incur, including but not limited to loss of business profits, taxes, penalties or sanctions, interest, fees, costs and expenses of any nature arising from or related to any claim, demand, action or proceeding alleged or initiated against Securitas by any third party based upon such information. These defense and indemnification obligations will survive these terms and your use of the App.

## **8 PRIVACY NOTICE**

- 8.1 For the purposes of providing you with the App and the security camera system you have purchased from Securitas (the "**Purpose**"), Securitas will process your personal data (the "**Data**") as a data controller. The Data consists of your e-mail address, and usage data regarding at what times you have activated different camera streams through the App.
- 8.2 The legal basis for the processing of the Data for the Purpose is that the processing is necessary for the performance of this Agreement and Securitas' other obligations in relation to the security camera system you have purchased from Securitas.
- 8.3 Securitas may share the Data with other companies within its company group for processing of the Data in accordance with the Purpose. The Data may also be shared with Securitas' trusted partners to achieve the Purpose. These other companies may reside in a country outside the EU/EEA. In case such country is not regarded by the European Commission as a country with adequate level of protection of personal data, such transfer will be based on the standard data protection clauses for transfer of personal data to countries outside of the EU/EEA adopted by

the European Commission. A copy of these standard data protection clauses can be found at <http://ec.europa.eu/justice/data-protection/international-transfers/transfer/>.

- 8.4 Securitas will process the Data only for as long as you use the security camera system you have purchased from Securitas and in accordance with any terms regulating such purchase, unless laws or regulations to which Securitas is to adhere obliges Securitas to continue the processing. In some cases, the processing of the Data will cease earlier. For the avoidance of doubt, you acknowledge that no Data will be removed if you delete the App since the same log-in credentials are relevant for the App as for other solutions for remote access to your security camera system and since the usage data will remain relevant for your security camera system even if you delete the App. When the processing ceases, the Data will be removed from all databases within the Securitas company group. Until the Data is removed, it will be kept confidential.
- 8.5 In case you have any questions regarding Securitas' processing of the Data, please contact us by e-mail at [privacy@securitas.com](mailto:privacy@securitas.com) or by ordinary mail to: Securitas AB, P.O. Box 12307, 102 28 Stockholm, marked "Att: the Securitas Group Personal Data Responsible".
- 8.6 You are entitled to request access to, rectification or erasure of the Data. You are furthermore entitled to restrict or object to the processing of the Data (i.e. process of the Data for certain purposes) and to receive the Data in a structured, commonly used and machine-readable format. In addition, you have the right to lodge a complaint with the supervisory authority, which in Sweden (the seat of Securitas) is Datainspektionen. You can contact Datainspektionen by sending an e-mail to [datainspektionen@datainspektionen.se](mailto:datainspektionen@datainspektionen.se) or by calling +468-657 61 00.

## **9 ASSIGNMENT**

Securitas may assign all or part of its rights and obligations under this Agreement to any company or companies part of Securitas' company group.

## **10 GOVERNING LAW**

This Agreement is governed by the laws of Sweden, without regard to any choice or conflict of law principles.

## **11 TERMINATION OF AGREEMENT**

This Agreement is effective until terminated by either party. You may terminate this Agreement at any time by deleting the App. Securitas may terminate this Agreement at any time if you fail to comply with any term(s) of this Agreement. Upon termination of this Agreement, Securitas may delete the App and you shall immediately cease all use of the App, and delete all copies, full or partial, of the App provided to you.

## **12 TERMS IN RELATION TO APPLE**

- 12.1 This Agreement is concluded between Securitas and you, and not with Apple. Securitas, not Apple, is solely responsible for the App.
- 12.2 When using the App, you undertake to adhere to the Usage Rules set forth in the App Store Terms of Service. You furthermore undertake to only use the App on Apple-branded Devices. You however acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. The App may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing.
- 12.3 In the event of any failure of the App to conform to any warranty set out in this Agreement, you may notify Apple and Apple will refund any price you may have paid for the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with

respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Securitas' sole responsibility.

- 12.4 Securitas, not Apple, is responsible for addressing any of your or a third party's claims in relation to the App or the possession and/or use of the App such as, but not limited to, failure to conform with legal requirements or that the App or the use of the App infringes a third party's intellectual property right. In the latter case, Securitas is responsible for the investigation, defense, settlement and discharge of such claim.
- 12.5 You represent and warrant that 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. You furthermore represent and warrant that you are not listed on any U.S. Government list of prohibited or restricted parties.
- 12.6 You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the Agreement, and that Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

### **13 CONTACT INFORMATION**

To contact Securitas, please use the following details:

Securitas AB  
P.O. Box 3510  
SE-220 22 Malmö  
Att: Global RVS Center

E-mail: [info@rvs.securitas.se](mailto:info@rvs.securitas.se)

Telephone: +4610-470 10 00

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