SECURITON

End User Licence Agreement for Securiton AG Mobile and Web Applications

Please read the following Agreement thoroughly and in its entirety.

Important notice: By downloading and/or using Securiton Apps, you are confirming that you have read and understood this Agreement and that you accept these terms and conditions of use. Securiton AG (hereinafter: Securiton) holds all rights to the mobile and web applications (hereinafter: Apps). Use of the Apps provided by Securiton is permitted subject to the terms of this Agreement exclusively.

1 Scope

This document is an End User Licence Agreement between you (user) and Securiton (provider/licenser) for the use of Securiton AG Apps. These include, but are not limited to, SecuriSafe MobileControl, SecuriFire MobileControl, SecuriSafe WebControl and other SecuriCloud applications and services. The Apps enable the user to use Securiton products via a (mobile) device.

This Licence Agreement sets forth the terms and conditions for using the Securiton Apps. The following provisions also apply to all updates/upgrades and program modifications for the Apps made available for download by Securiton, unless they are part of a separate agreement. If they are part of a separate agreement, the provisions regarding the update/upgrade or program modification shall apply exclusively.

2 Start of the Agreement

By downloading and/or using the Securiton Apps, the user confirms that they have read and understood this Agreement and that they accept these terms and conditions of use. The Agreement enters into force when the download begins. We ask customers to read this document thoroughly and in its entirety in advance.

3 Copyright and property rights

Securiton is the holder of all copyrights and other intellectual property rights relating to the Apps. Securiton also holds all ownership rights relating to the Apps. Securiton's ownership rights relating to the Apps are not affected by this Licence Agreement. Only the limited usage rights to the software described in Section 5 are granted.

Securiton is entitled to assert any rights not expressly granted herein.

4 Prerequisites for use

It is assumed that users who use the Securiton Apps have access to the Internet and a compatible (mobile) device; for certain applications this needs to be BLE (Bluetooth Low Energy) compatible.

The Apps can only be used simultaneously with SecuriCloud and a Securiton connectivity solution (transmission device or VPN router).

Furthermore, use is only permitted with hardware and software supplied by Securiton.

5 Licensing

Securiton grants the user the personal, non-exclusive, non-transferable and non-sub-licensable right to download the Apps, to install them on a single licensed (mobile) device owned by the user or subject to control by the user, and to use them as stipulated in this Agreement.

The Apps contain Open-Source Software (OSS) or similar third-party code, which is listed in the info section of the Apps. These terms and conditions do not restrict the rights granted to the user in the OSS end user licence terms and conditions.

6 User data

Securiton is entitled to use data generated by its products and data that are input by the user such as e-mail address and mobile phone number. All data obtained by Securiton are handled in a manner that complies with the Swiss Federal Act on Data Protection (FADP). By using the Apps, the user consents to processing of their data by Securiton for one or more of the following purposes:

- Analysis and maintenance
- Configuration management
- Analysis of customer behaviour and optimisation of our offers
- Provision and sale of our products and services
- Processing of contracts
- Provision, administration and execution of customer communication

Furthermore, Securiton is entitled to store, process, transmit, use, modify, edit, gather, analyse and evaluate these data and information without having to obtain additional consent from the customer, provided it complies with applicable data protection law and the Securiton AG Privacy Policy.

The user is entitled to ask Securiton, free of charge and at any time, for information concerning the data that Securiton has stored about them. This may include, for example, information about the origin of the data, the recipients to whom the data have been transmitted, and the purpose for which the data are being stored. The user can also request that their data be amended or deleted, unless there are legal grounds that prevent this.

If the user has already consented to their data being used, they can revoke this at any time. This will mean their data are deleted, unless there are legal grounds preventing this. In such instances, Securiton blocks the user data so that they can only be used for the purposes required by law. Users can refer any questions they may have about data processing to the support team. To prevent fraud, such requests should be accompanied by a self-declaration and proof of identity (copy of ID card); in all instances we respond to such requests in writing.

Aside from this, the Securiton Privacy Policy on our website applies (https://www.securton.ch/en/privacy-policy).

7 Maintenance and support

Securiton will create updates for the Apps at its own discretion and will make them accessible. If the user fails to install the updates provided by Securiton, Securiton cannot guarantee the functionality of the Apps.

8 Duties of the user

The user hereby duly acknowledges that the Apps are not a substitute for an alarm transmission compliant with relevant standards or regional guidelines. Apps are not a substitute for, e.g. a connected fire detection system based on EN 54 or, e.g. a connected intrusion alarm system based on EN 50131.

Furthermore, the user hereby duly acknowledges that in the event of an alarm and/or fault, notification of the user is reliant upon accurate transmission of data and the availability of SecuriCloud, and that Securiton is therefore unable to provide a 24/7 guarantee. The user must therefore exercise due care and diligence by always making an assessment of the concrete situation on site and monitoring the situation as necessary.

The user must refrain from
- breaching standards of public decency with usage behaviour;
- breaching any copyright, other intellectual property rights or other ownership rights;
- breaching any relevant third-party agreements.

The user must take the necessary measures to ensure that the Apps and (mobile) device are handled with due care. In doing so, the user should take into account that the Apps and device may be used for potentially critical functions (e.g. access to restricted areas, residential premises and/or business premises or similar) and that any unauthorised use of the Apps may have serious consequences.

If the user is no longer able to access and use their (mobile) device, they must notify the account holder (typically the system operator) immediately and arrange for them or some other authorised party to provide an alternative access method.

The user must ensure that the operating system is kept up-to-date and secure on their (mobile) device and on Internet routers/firewalls. The user must also take precautions to ensure their mobile device and computer or network are secure, and in particular must back up their data regularly and use the latest version of anti-virus and anti-malware software.

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The user must keep PINs and passwords secret to prevent misuse or unauthorised use by third parties. The user must also ensure that Securiton products are not freely accessible and that they are protected against unauthorised access.

Data security when using the Apps: the user is responsible for protecting any data entered. Securiton recommends that any operating system functions for synchronising App data be disabled, and the device be securely locked.

The user hereby gives assurance that they are not in a country upon which the US government has declared an embargo or which the US government has classified as a "state sponsor of terrorism" and that they are not on a list of parties forbidden or restricted by the US government.

9   Defects of title

Securiton hereby guarantees that the use of the Apps by the customer under the terms of this Agreement does not conflict with the rights of third parties ("defects of title"). In the event of a defect of title, Securiton shall ensure, in a manner of its choosing, legally unobjectionable use of the Apps by the customer.

The customer shall notify Securiton immediately in writing if a third party asserts a claim against them in connection with protected rights to the software (e.g. copyright or patent rights). The customer hereby authorises Securiton to deal with all future disputes with third parties independently. Insofar as Securiton invokes this authorisation, the customer must not recognise the third party's claims without Securiton's agreement. Securiton shall defend itself against the third party's claims at its own expense and indemnify the customer against all costs associated with contesting these claims, unless they arise from non-compliant behaviour by the customer (e.g. using programs in a manner that infringes this Agreement).

10   Limits on warranty

10.1 General

The Apps are not a substitute for an alarm transmission compliant with relevant standards or regional guidelines (e.g. EN 50136). The Apps are not a substitute for, e.g., a connected fire detection system based on EN 54 or, e.g., a connected intrusion alarm system based on EN 50131.

In the event of an alarm and/or fault, notification of the user is reliant upon accurate transmission of data and the availability of the SecuriCloud SOP, and Securiton is therefore unable to provide a 24/7 guarantee.

Use of the Apps is not a substitute for concrete monitoring of the situation on site.

10.2 Uptime

Securiton aims to achieve average annual uptime of 96% for components for which Securiton is responsible. However, Securiton cannot guarantee that usage will at all times be free from downtime or faults. As soon as Securiton becomes aware of a fault, Securiton shall make its best effort to resolve it within an appropriate period. Temporary downtime may occur due to routine maintenance schedules, faults in providers' or network operators' systems, or force majeure. Securiton provides no warranty for such situations.

Securiton is not responsible for the user's Internet connection, (mobile) devices, or network components, notwithstanding the fact that they are required for trouble-free use of the Apps.

10.3 Free Apps: No warranty

Securiton shall make the Apps available to the user on an "as is" basis, without any form of maintenance or support.

Securiton provides no warranty or implicit guarantee of marketability or suitability for a specific purpose, and Securiton does not guarantee that the free Apps provided under the terms of this Agreement will have no defects.

10.4 Commercial Apps: Product warranty

10.4.1 Scope

For the duration of the warranty period, Securiton guarantees that when used in the contractually agreed manner the Apps will perform the functions described in the app store and/or user documentation. In other cases it shall be deemed that the software has a warranty defect (hereinafter: defect). However, the user hereby acknowledges that despite due care it is impossible to completely rule out faults in the functioning of the software, and that the uninterrupted functioning of the software cannot be completely guaranteed.

The warranty period for the Apps is 24 months from the date of initial download and/or initial use by the user.

10.4.2 Notice of defects

In the event of a defect, the user must immediately, or no later than 10 calendar days after discovering the defect, send Securiton written notification and suitable documentation.

10.4.3 Resolution of defects

Software defects reported during the contractually agreed warranty period shall be resolved by rectification or replacement, at Securiton's discretion. A workaround or suppression of a defect is a permitted form of rectification.

Multiple rectifications and replacements are permitted. If the rectification or replacement also fails, the user is entitled to withdraw from this Agreement. The user's declaration to withdraw from this Agreement ends their right to use the Apps. Any licence fee charged to the user shall be reimbursed.

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Any further warranty claims by the user (including the right to reduce the licence fee, or payment of damages) are hereby explicitly disclaimed.

10.4.4 Limits

Securiton shall be relieved of its warranty obligations if a defect in the Apps is the result of circumstances beyond its control.

The technical data, specifications and descriptions in Securiton's user documentation or other documentation (including app stores) do not constitute an assurance, unless Securiton explicitly states in writing that they constitute an assurance.

11 Liability

For direct or immediate damages, each party shall be liable to the other only to the extent of the annual fee charged for the App in question. Liability for indirect or incidental damages is hereby disclaimed. Limits on liability and liability waivers apply to contractual, non-contractual and quasi-contractual claims.

Each party's reserves the right to assert liability claims for damages caused by intentional or gross negligence. Claims arising from product liability may also be asserted.

12 Life of the Agreement; termination of the Agreement

This Licence Agreement shall remain in force indefinitely. The parties' right to terminate if there are significant grounds shall remain unaffected. Significant grounds shall be deemed present in particular if the usage rights set forth in this Licence Agreement are exceeded, or if rights and obligations in this Agreement have been otherwise breached, as a result of which Securiton cannot reasonably be expected to continue to uphold the Licence Agreement.

If this Agreement is terminated, use of the Apps must be stopped immediately, and the software and all copies thereof must be permanently deleted.

13 Applicable law; jurisdiction

Swiss law shall apply, with the explicit exclusion of UN CISG. The exclusive place of jurisdiction for all legal disputes arising from or in connection with this Agreement is Bern.

In case of doubt or in court, the German version of Securiton's General Terms and Conditions shall apply.

14 Severability clause

If individual provisions in this Agreement are ineffective or unenforceable, or become so after the Agreement is drawn up, this shall not affect the validity of the rest of the Agreement. The ineffective or unenforceable provision shall be replaced by an effective and enforceable provision that approximates as closely as possible what the contracting parties sought with the ineffective or unenforceable provision. The above provisions shall apply by analogy in the event of gaps or omissions in this Agreement.

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A Swiss Securitas Group company
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