

**FLEXXI End User License Agreement (EULA) and Terms and Conditions of Business (TnC)**  
**Effective Date August 28th, 2020**

Note : This information can be viewed and downloaded at [www.FLEXXI.care/EULA\\_TnC\\_2020](http://www.FLEXXI.care/EULA_TnC_2020)

This end-user licence agreement and terms of business (“EULA and TnC” or shortened only “EULA”) is a legal agreement between

you (End-user, or you)  
and

SwiftAlarm! ESS Ltd. registered in Ireland,

registered number 552520 having its registered office at Blair House, Upper O’Connell Street, Ennis, Co Clare, Ireland  
(Licensor, FLEXXI, us or we) for:

- 1) any FLEXXI by SwiftAlarm! mobile application software (“App”);
- 2) any online forms forming part of the App and which must be completed by you in order to activate and use the App, (“Documents”)
- 3) Hardware registered for, permittedly applied with and otherwise attached to App (“Hardware”)
- 4) Online Services permittedly performed by FLEXXI and its registered affiliates and other service providers aiding in performing named Internet services
- 5) Offline services permittedly performed by FLEXXI and its registered affiliates and other service providers aiding in performing named Offline services

**Apps and Documents [ 1) and 2) ]**

We license use of the App and Documents to you on the basis of this EULA and subject to any rules or policies applied by any authorized appstore provider or operator from whose site, in particular but not exclusively located and named online at the FLEXXI download center.

We do not sell the App or Documents to you. We remain the owners of the App and Documents at all times.

User can mean you or any person you allow use or do not stop from using your smartphone and app.

SwiftAlarm! ESS Ltd (together with any affiliates, "FLEXXI") provides the FLEXXI mobile application (including all services related thereto and all updates, new releases and versions, "App"), which, among other features, allow to hire nurses on the spot via a brokerage service company.

Access to and use of the Application and the tools are subject to the following Terms of

Use and End User License Agreement (the "License Agreement" / "EULA") as well as the FLEXXI Mobile Privacy Policy (the "Privacy Policy"), as such may be amended from time to time, which is incorporated herein by reference. You can review the most current versions of this License Agreement and the Privacy Policy at any time at [www.FLEXXI.care](http://www.FLEXXI.care) .

In addition, when using particular FLEXXI owned or operated services, including the Application, you shall be subject to any posted guidelines or rules applicable to such services, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into this License Agreement. FLEXXI may also offer other services that are governed by different terms of use and/or license agreements.

Hardware [ 3 ]

By using licensed and registered FLEXXI hardware , and other services provided, you agree to the special conditions for them.

"FLEXXI" generally stands for all FLEXXI Entities, no matter where and in what relation to FLEXXI they stand including affiliates and subcontractors, in particular FLEXXI Deutschland GmbH, SwiftAlarm! Deutschland ESS GmbH and SwiftAlarm! ESS Ltd.

Commissioned Services

Commissioned Services are delivered between the nurse and a caretaker/customer brokered by FLEXXI. A service contract exists then between the nurse and customer pertaining to the caregiving services, the nurse and FLEXXI pertaining to the use of the offered service to accept offers from clients under their agreement, the client and FLEXXI pertaining to the use of the offered service to solicit offers to nurses.

If the contract happens within the borders of Germany, Austria and/or Switzerland, the contract partner is Flexxi Germany for the service, Flexxi ESS Ireland for the program.

With opening the app and then solicitation and accepting solicited offers nurses and customers agree to accept the TnC of the date of the opening of the app or the solicitation or acceptance, whichever is latest.

### **Acknowledgment.**

This License Agreement is solely concluded by "You", the end-user, and

- SwiftAlarm! ESS Ltd only as for Software 1) and documents 2) hardware 3) and online services 4)

SwiftAlarm! ESS Ltd is solely responsible for the Application, the online services associated therewith and the content thereof.

- FLEXXI Regional companies, in particular  
in D-A-CH Flexxi Pflege Deutschland und Flexxi Pflege Deutschland GmbH  
- for offline services [ 5 ] associated therewith and the content thereof.

- Other Parties, registered and licensed in writing by and for SwiftAlarm! ESS Ltd., with the international Headquarter currently residing in Munich, Germany for personal

services

[ 6) ]associated therewith and the content thereof.

This License Agreement is non-transferable by You.

### **Usage Rules of Itunes and PlayStore and other app stores**

It is for use by You on any mobile device that You own or control as permitted by the Usage Rules set forth in the Apple iTunes or Google Play Store or any other app store App Store Terms of Service. Further, nothing herein abrogates or reduces their Usage Rules or is intended to conflict with their Terms of Service as of the Effective Date.

#### **A) Software [ 1 ]**

##### **FLEXXI Functionality : App (simplified)**

The app and service allow Nurses and caregivers (as of here : nurses) to register their services and abilities within a database owned by the company.

The app and service allow third parties (customers) to request such services of nurses and caregivers immediately or within a timeframe but without long term commitment.

The nurses are offered these requests including some data, mainly the abbreviated / approximate location, time and time frame. The first nurse to accept is granted the contract.

A security deposit is taken from the customer.

During the job time the user's location is taken in intervals and stored.

At the end of the job, the exact amount is taken from the warranty and credit card and transferred bar commission and taxes to the nurse or caregiver.

Customer and caretaker may be the same person or be two persons, such as daughter as customer and her father as caretaker. However, we will use the word "customer" for both, regardless who is the payor and who the caretaker.

#### **Online services [ 3 ]**

The App may use own and tertiary service, yet does not warrant them, in particular - text message servers in cases where direct transmission of text messages is not possible when directed by you and when technically possible.

- VoiP conferencing or two – way communication between first responder(s) and potentially other first responder(s) and potentially you when directed by you and when technically possible.

Certain Hardware or smartphones and Smartphone operating systems may require online services.

You are not allowed to use for free or charge and/or offer for free or charge online services not licensed by FLEXXI in writing. Failure to do so may result in termination of your app service or other services.

#### **Features and Functions.**

The Application consists of a precautionary supplemental personal safety tool.

You understand and agree that

- FLEXXI reserves the right to modify any application, and the features and

functionality thereof, at any time without notice to you.

- the application itself is free of charge and subscriptions and payment are only for other services.
- the Application may include advertisements.
- the Application may or may not include certain communications from FLEXXI, such as service announcements, administrative messages and other service related information, and that these communications are considered part of your use and you will or may not be able to opt out of receiving them.

Unless explicitly stated otherwise, any new features that augment or enhance the current version of the Application shall be subject to this License Agreement.

You understand and agree that the Application is

- provided "as is" and that FLEXXI assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

You are responsible for obtaining and keeping access to the Application, and that access may in some countries involve third-party fees. You are responsible for those fees if stated to you by the app store you download the application from, when and if chosen ("switched on") by you.

You must provide and are responsible for all equipment necessary to access the application. Equipment responsibilities are as set forth, but not limited to, those items in the User Responsibilities section herein.

### **Operating system requirements**

This App requires a Smartphone device with a minimum of 36GB of memory, mobile internet access with at least 4G/LTE connectivity with GPS functionality running and at least daily connectivity of Wifi of at least 30 minutes, and/or same mobile internet capability; a touchscreen; some functions of hardware [ 4 ] may require Bluetooth connectivity 5.0 or higher; at least 40% remaining battery life at all times.

You must ensure all functions needed are enabled and working.

The following requirements apply for the operating systems

#### **Application**

- Android 8.1 or higher
- iOS 12 or higher

### **Important Notices**

#### **Where you are a consumer**

By downloading the App from a website or clicking on the "Accept" button you agree to the terms of this EULA and the codes of conduct which exist both for customers and nurses, the respective one of which will bind you. The terms of the EULA include, in particular, the privacy statement defined in condition 1.5 and limitations on liability in conditions 8, 14 and 15.

Where there is – not currently - a licence fee payable for the App the button will be framed as "Accept and pay".

If you do not agree to the terms of this license, we will not license the App and Documents to you and you must stop the downloading process now by clicking on the “Cancel” button. In this case the downloading process will terminate.

As a consumer, you have the right to withdraw from your transaction without charge and without any reason before downloading the App and Documents.

As a consumer, you acknowledge and agree that you will lose your Statutory 14 Cancellation Right once we, in response to your clicking Accept and pay, permit you to download the App and the Documents and you effect the download. Your Statutory 14 day Cancellation Right is set out at regulation 13 of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 .

This does not affect your consumer rights for an app or documents that are defective.

This license does not authorize you to use the Software or Content in any manner other than that set forth herein.

### **Acceptable Use**

By using the Software, you acknowledge that you assume sole responsibility for safe use of the Software and the service it facilitates. You are authorized to use the Software only for the purposes described in the documentation. You may not use the Software in a manner which would violate any law or which facilitate or encourage anyone else to violate any law. You are the author of your own job offers and jobs (as defined in the documentation), and you assume so responsibility for the content of such. You are advised to consider carefully the content of your offers, and to consider what actions may be taken.

As a user you agree that ordering a nurse or caregiver is associated with costs that are defined by the contract with us and the nurse or caregiver.

### **Usage Restrictions.**

You agree not to engage in unacceptable use of the Software, including but not limited to the following activities:

- (i) creating a false identity or otherwise attempting to mislead any person as to your identity or the origin of any communication transmitted through the Software;
- (ii) intentionally transmitting a false or unjustified request or misleadingly accepting an offer through the Software;
- (iii) disseminating or transmitting any messages that do not pertain to the intended use of the Software or that contain anything that is obscene, defamatory, harassing, offensive, or malicious;
- (iv) disseminating or transmitting files, graphics, software, or other material that actually or potentially infringes the intellectual property right of any person or entity;
- (v) exporting, re-exporting, or otherwise transmitting data, information, or software in violation of any applicable export or import law, regulation, or restriction;
- (vi) interfering with, disrupting, or attempting to gain unauthorized access to information or other accounts making use of the Software;
- (vii) attempting to copy, modify, or reverse engineer the Software;
- (viii) using the Software without first agreeing to this License, as it may be amended from time to time;
- (ix) using or attempting to use the Software with any communication or other network other than a carrier approved by FLEXXI ;
- (x) using the software in a manner that exploits or violates the personal privacy of

another individual; and

(xi) engaging in any other activity deemed by FLEXXI to be in conflict with the spirit or intent of this License or the intended use of the Software.

### **Location-Based Services.**

Many of the essential features of the Software and services, by their nature, require the use of "location-based" services and technology. By using the Software, you acknowledge that the location tracking features (e.g. GPS, etc.) of your mobile device must be enabled at all times when you are using the Software. FLEXXI expressly disclaims any liability for the failure of the Software to perform as intended if such features have been disabled, or fail to function properly, on your mobile device. In addition, FLEXXI may collect, use, and share precise location data, including the real-time geographic location of your mobile device as necessary in the provision of the services. Any additional use of this location data will be collected and stored anonymously in a form that does not personally identify you and is used by FLEXXI and our partners and licensees to provide and improve the location-based products and services.

### **Registration Obligations.**

In consideration of your use of the Application, You represent that You are of legal age to form a binding contract and are not a person barred from receiving the Application under the laws of the United States, European Union or other applicable jurisdiction. If You are the parent or legal guardian of a child to whom You nonetheless make available the Application, You assume sole and complete responsibility for the obligations hereunder and for ensuring full compliance with the terms of this License Agreement.

You also agree to:

- (a) provide true, accurate, current and complete information about Yourself as prompted by the Application's registration form (the "Registration Data") and
- (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If You provide any information that is untrue, inaccurate, not current or incomplete, or FLEXXI has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, FLEXXI has the right to suspend or terminate Your account and refuse any and all current or future use of the Application (or any portion thereof).

### **Member Account, Password and Security.**

You will create security codes and personal question/answer combinations (the "Codes") during the registration process for the Application. You are responsible for maintaining the confidentiality of the Codes and are fully responsible for all activities that occur under Your Codes. You agree to immediately notify FLEXXI of any unauthorized use of Your Codes or any other breach of security. FLEXXI cannot and will not be liable for any loss or damage arising from Your failure to comply with the provisions of this paragraph.

### **Acceptable Use**

You agree to use the emergency alert features of the Application only for actual emergencies. By using the Application, You acknowledge that You assume sole

responsibility for safe use of the Application and the service it facilitates. You are authorized to use the Application only for the purposes for which it was designed as described at [www.ilresponse.com](http://www.ilresponse.com). You may not use the Application in a manner which would violate any law or which facilitate or encourage anyone else to violate any law or to violate the intellectual property rights or any other rights of others.

### **Restrictions on Use**

You agree that Your use of and access to the Application shall only be for lawful purposes. You agree that You shall not use any software, system, device or other technology to enable the Application to be used in any manner or for any other purpose other than as expressly permitted hereunder, including using the Application with any network other than an approved carrier or on any device that is not an Apple iPhone or a mobile phone using the Android Operating system. In addition, You acknowledge that You, and not FLEXXI, are entirely responsible for all information or other materials that You upload via the Application.

You agree to not use the Application to

- (a) upload any information that is unlawful or transmit any information contrary to the intended use of the Application or that is obscene, defamatory, offensive or malicious;
- (b) harm minors in any way;
- (c) impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- (d) mislead any person as to Your identity or the origin of any communication transmitted through the Application;
- (e) intentionally transmit a false or unjustified offer through the Application;
- (f) intentionally or unintentionally violate any applicable local, state, national or international law or the intellectual property rights of any person or entity; or
- (g) provide material support or resources (or to conceal or disguise the nature, location, source or ownership of material support or resources) to any foreign terrorist organization.

You shall not

- (a) take any action that imposes or may impose (as determined by FLEXXI in its sole discretion) an unreasonable or disproportionately large load on FLEXXI's (or its third party providers') infrastructure;
- (b) interfere or attempt to interfere with the proper working of the Application or any activities conducted on the Application;
- (c) bypass any measures FLEXXI may use to prevent or restrict access to the Application (or other accounts, computer systems or networks connected to the Application); or
- (d) run any form of auto-responder or "spam" on the Application.

**DISCLAIMER OF WARRANTY.**

**YOU ASSUME SOLE RESPONSIBILITY FOR THE SAFE USE OF THE SOFTWARE AND FOR THE SAFETY OF YOURSELF AND ANYONE YOU CONTACT USING THE SOFTWARE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED 'AS IS' AND**

'AS AVAILABLE' WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLEXXI FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. FLEXXI DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE OR SERVICES PERFORMED OR PROVIDED BY THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FLEXXI OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. EMERGENCY RESPONSE LIMITATIONS.

IF YOU USE THE SOFTWARE AS A MEANS OF ORDERING OR SUPPLYING SERVICES YOU ARE AWARE

- A) THAT THE SERVICE WILL NOT BE ABLE TO WARRANT ANY PERSONAL BEHAVIOUR OF CUSTOMERS OR NURSE OR CAREGIVER
- B) LOCAL LAWS, REGULATIONS, OR POLICIES MAY PROHIBIT THE SERVICE.

LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL FLEXXI BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE AND/OR TOOLS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF FLEXXI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAME FOR DAMAGES OF ANY



KIND BY PARTIES CONNECTED WITH AND TO YOU AND THE FINAL BENEFICIARIES OF THE SERVICES COMMISSIONED BY THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. YOU WARRANT IN THIS CASE THAT YOU WILL HOLD FLEXXI LIABLE ONLY FOR DAMAGES THAT WERE IN EACH CASE PREVENTABLE BY FLEXXI. YOU ASSUME SOLE LIABILITY FOR ANY DAMAGES ARISING FROM YOUR MODIFICATIONS OR ATTEMPTS TO MODIFY SOFTWARE OR HARDWARE. IN NO EVENT SHALL FLEXXI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONEHUNDREDFIFTY US DOLLARS (US\$ 150.00) OR ANOTHER LIMITATION SET FORTH IN THIS EULA. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

#### INDEMNIFICATION.

YOU AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND FLEXXI AND ITS OWNERS, OFFICERS, DIRECTORS AND EMPLOYEES, FROM AND AGAINST ANY LOSSES, DAMAGES, FINES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATING TO ANY CLAIMS THAT YOU HAVE VIOLATED ANY TERM OR CONDITION OF THIS LICENSE OR HAVE BREACHED ANY REPRESENTATION MADE BY YOU IN CONNECTION WITH THE GRANT OF THIS LICENSE AND SERVICES.

YOU SHOULD PRINT A COPY OF THIS EULA FOR FUTURE REFERENCE.

## AGREED TERMS

### 1. ACKNOWLEDGEMENTS

1.1 The terms of this EULA apply to the App and the service accessible through the App (App service, online service, offline service and personal security service), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this EULA.

1.2 From time to time updates to the App may be issued through SwiftAlarm! ESS Ltd. Depending on the update, you may not be able to use the Service until you have downloaded or streamed the latest version of the App and accepted any new terms.

1.3 You will be assumed to have obtained permission from the owner of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in condition 2.2(a) (Device) and to download a copy of the App and the Documents onto the Device. You and they may be charged by your and their service providers for internet access on the Device. You accept responsibility in accordance with the terms of this EULA for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.

1.4 The terms of our privacy statement from time to time, available at [www.flexxi.care](http://www.flexxi.care) (Privacy Statement/Policy) are incorporated into this EULA by reference. Additionally, by using the App or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

1.5 The following Service will be governed by the terms of this EULA and any terms and conditions incorporated by reference including the Privacy Statement incorporated into this EULA by reference and set out at the following web addresses respectively:

App Service [ 1 ]:

The App Service is a database and connection solution. It consists of a free service. After provision of services the company receives a commission.

The App Service is provided for commercial and non-commercial use. It may only be activated on the device that you own, and can be used under the same name using the backup facility internally provided. Additional devices may require an additional registration. You are only allowed to register once and under your real name. You are not allowed the use of another name or profile. By registering for the Service your information will be stored and your location is traceable.

For more and updated service explanations please check the website regularly.

### 2. GRANT AND SCOPE OF LICENCE

2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the App on the Device, subject to these terms, the Privacy Policy and the Appstore Rules, incorporated into this EULA by reference. We reserve all other rights.

2.2 You may:

- (a) download or stream a copy of the App onto your Android and/or iOS Smartphone (Device) and to view, use and display the App on the Device for your personal purposes only; and
- (b) use the Documents for your personal purposes only.

### 3. LICENCE RESTRICTIONS

Except as expressly set out in this EULA or as permitted by any local law, you agree:

- (a) not to copy the App or Documents except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App or Documents;
- (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing (except to the extent that that is permissible by law) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
  - (i) is used only for the purpose of achieving inter-operability of the App with another software program;
  - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - (iii) is not used to create any software that is substantially similar to the App;
- (e) to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- (f) to include our copyright notice on all entire and partial copies you make of the App on any medium;
- (g) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- (h) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service (Technology), together Licence Restrictions.
- (i) not to use, provide or offer services and hardware not licensed by FLEXXI in prior writing.

### 4. ACCEPTABLE USE RESTRICTIONS

You must:

- (a) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- (d) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (e) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running the Service; and
- (e) not use other services than those expressly allowed by us in a prior, written

statement, in particular call centers or ambulances or health or emergency organisations nor offer services to other users of the service and app in relation to the app, in particular call centers.

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1 You acknowledge that all intellectual property rights in the App, the Documents and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed, not sold, to you, and that you have no rights in, or to, the App, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.

5.2 You acknowledge that you have no right to have access to the App in source-code form.

### 5.3. Proprietary Rights.

FLEXXI shall have sole and exclusive ownership of all right, title, and interest in and to the Application, including all intellectual property rights related thereto, all copies thereof, all derivatives thereof, and all modifications and enhancements thereto (including ownership of all copyrights and other intellectual property rights pertaining thereto). The Application is protected in particular but not solely by copyright and patent laws of Germany, Ireland, the UK, China, Canada, Mexico, Austria, the United States, India, Indonesia, Russia, Nigeria and other countries and international copyright treaties.

This License Agreement does not provide You with title or ownership of the Application, but only a right of limited use. You further acknowledge and agree that any information contained in advertisements or other information presented to You through the Application or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by FLEXXI or the applicable licensor (such as an advertiser), You agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Application or such information, in whole or in part. FLEXXI grants You a personal, non-transferable and non-exclusive right and license to use the FLEXXI Services; provided that You do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Application.

You agree not to modify the FLEXXI Services in any manner or form for the purpose of obtaining unauthorized access to the FLEXXI Services. You agree not to access the FLEXXI Services by any means other than through the interface that is provided by FLEXXI for use in accessing the Application.

5.4. Trademark Information. You agree that all of FLEXXI's trademarks, trade names, service marks and other FLEXXI logos and brand features, and product and service names are trademarks and the property of SwiftAlarm! ESS Ltd and its affiliates (the "FLEXXI Marks"). Without FLEXXI's prior permission, You agree not to display or use in any manner the FLEXXI Marks.

## 6. LIMITED WARRANTY AND SUPPORT AND YOUR OBLIGATIONS

6.1 We warrant that:

(a) the App licensed to you from us and to us by a third party will, when properly used and on an operating system for which it was designed, and with the correct settings in the app and in the OS and Hardware settings perform basically and substantially in accordance with the functions described in the Documents; and

(b) that the Documents correctly describe the operation of the App in all material respects, for a period of 30 days from the date on which the App is downloaded or streamed to the Devices (Warranty Period). This warranty does not apply to the Service.

6.2 If within the Warranty Period you notify us in writing of any defect or fault

- in the App as a result of which it fails to perform substantially in accordance with the Documents, you will be entitled to a refund of the fee you paid to us for the App itself,
- in an online service as a result of which it fails to perform substantially in accordance with the Documents, you will be entitled to a refund of the fee you paid to us for the online service in question,
- in an offline service as a result of which it fails to perform substantially in accordance with the Documents, you will be entitled to a refund of the fee you paid to us or an subsidiary or affiliate or a regional office for the offline services in question and
- in a hardware as a result of which it fails to perform substantially in accordance with the Documents, you will be entitled to a refund of the fee you paid to us or an subsidiary or affiliate or a regional office for the hardware in question.

Combining the app with an online or offline service and/or a hardware will not combine liabilities unless it is not possible to determine which, the app, a service or a hardware, was defective or at fault.

Save as provided by applicable consumer protection law and where you are a consumer, this shall be your sole remedy.

The app will not be considered a non-free app because you have added services and/or hardware.

6.3 The warranty does not apply:

- (a) if the defect or fault in the App results from you having amended the App;
- (b) if the defect or fault in the App results from you having used the App in breach of any of the terms of this EULA;
- (c) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions;
- and
- (d) if the defect or fault relates to the Service.

Your correct usage, the correct function of equipment provided by you, in particular the smartphone, its OS and the settings including the App settings you had chosen, non interference of installed or running applications of your equipment provided with our app, services and/or hardware, connectivity and reconnection in particular of Bluetooth enabled hardware at the time of the claimed defect or fault, is yours to prove (burden of proof). Referral to later or prior tests where, under certain conditions, the app or a service or hardware may not work or may not work stably is not a proof acceptable under this agreement.

6.4 This warranty is in addition to your legal rights in relation to software that is faulty or not as described under the laws of Ireland.

6.5. Limitations on Use.

You may not decompile, reverse engineer, translate, disassemble, modify, create derivative works of the Application or in any way derive from the Application any source code. You agree not to remove, alter, or obscure any product identification, proprietary, copyright, or other intellectual property notices contained or embedded within or on the Application. You agree not to use and install other applications that

may interfere with our app, online services and/or hardware, in particular but not solely Bluetooth connectivity. Further, You may not, directly or indirectly, disclose, distribute or make commercial use of the Application or incorporate the Application into Your products or software. You may not use the Application in an attempt to circumvent technological measures implemented to control the rights to and access and use of any content, files or other material made available in or through the Application. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the Application (including advertisements, software and Your login information). You may not download or use the Application for the purpose of obtaining evidence to be used in a court of law in a suit against FLEXXI or any of its subsidiaries, affiliates, officers, agents, employees, partners and licensors (including any call center with which FLEXXI has contracted or other otherwise engaged to manage, facilitate or execute contact with emergency service providers and/or any "FLEXXI" contacts as identified by You through the Application (each, a "Call Center"))).

Indemnity. You agree to indemnify and hold FLEXXI and its subsidiaries, affiliates, officers, agents, employees, partners and licensors, performing app services, online services, offline services and personal security services harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Application, online and offline services, hardware and personal security services, your connection to the application, your violation of this License Agreement, or Your violation of any rights of another.

WARRANTY DISCLAIMER. THE APPLICATION IS PROVIDED BY FLEXXI AS A SUPPLEMENTARY SAFETY MEASURE. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(A) YOU ASSUME SOLE RESPONSIBILITY FOR THE SAFE USE OF THE APPLICATION AND FOR THE SAFETY OF YOURSELF AND ANYONE YOU CONTACT USING THE APPLICATION. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK.

(B) THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLEXXI AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (INCLUDING ANY CALL CENTER) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(C) THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE APPLICATION REMAINS WITH YOU. FLEXXI AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (INCLUDING ANY CALL CENTER) MAKE NO WARRANTY THAT (I) THE APPLICATION WILL MEET YOUR REQUIREMENTS; (II) THE FLEXXI SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APPLICATION OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE APPLICATION WILL MEET YOUR EXPECTATIONS; AND (V) THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERRORFREE OR THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED.

(D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FLEXXI OR THROUGH OR FROM THE APPLICATION, INCLUDING ANY INFORMATION OBTAINED FROM ANY CALL CENTER, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS LICENSE AGREEMENT.

(E) THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT ("UCITA") AS ENACTED IN ANY STATE OF THE USA SHALL NOT APPLY TO THIS LICENSE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW UCITA IS HEREBY EXCLUDED IN ITS ENTIRETY FROM APPLICATION TO THIS LICENSE AGREEMENT.

#### LIMITATION OF LIABILITY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE EXTENT NOT PROHIBITED BY LAW, FLEXXI AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PERSONAL INJURY OR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FLEXXI HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES),  
RESULTING FROM:

(A) THE USE OR THE INABILITY TO USE THE APPLICATION;

(B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND  
SERVICES;

(C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR  
TRANSMISSIONS OR DATA; OR

(D) ANY OTHER MATTER RELATING TO THE APPLICATION. FLEXXI  
HAS NO RESPONSIBILITY FOR PROVIDING YOU WITH CONNECTIVITY  
TO THE INTERNET, WIRELESS ACCESS, OR ANY OTHER  
TELECOMMUNICATIONS SERVICES NECESSARY FOR YOU TO  
RECEIVE OR INTERACT WITH THE APPLICATION. YOU ASSUME SOLE  
RESPONSIBILITY FOR ENABLING AND KEEPING ACTIVE THE  
LOCATION TRACKING FEATURES (E.G. LOCATION SERVICES, GPS,  
ETC.) OF YOUR MOBILE DEVICE WHEN YOU ARE USING THE  
APPLICATION, AND IN NO EVENT SHALL FLEXXI BE RESPONSIBLE  
FOR ANY DAMAGES RESULTING FROM YOUR FAILURE TO DO SO.  
YOU ASSUME SOLE LIABILITY FOR ANY DAMAGES ARISING FROM  
YOUR MODIFICATIONS OR ATTEMPTS TO MODIFY THE  
APPLICATION.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS,  
EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS LICENSE  
AGREEMENT CONSTITUTE AN ESSENTIAL ELEMENT OF THE  
AGREEMENT BETWEEN THE PARTIES AND THAT IN THE  
ABSENCE OF SUCH DISCLAIMERS, EXCLUSIONS AND  
LIMITATIONS, THE FEES FOR THE APPLICATION AND THE TERMS IN  
THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. IN  
ADDITION TO THE LIMITATIONS AND EXCLUSIONS SET OUT ABOVE,  
IN NO EVENT SHALL ANY DIRECTOR, EMPLOYEE, AGENT,  
DISTRIBUTOR, SUPPLIER, INDEPENDENT CONTRACTOR OF FLEXXI  
OR ANY AFFILIATES OF FLEXXI HAVE ANY LIABILITY ARISING  
FROM OR RELATED TO THIS LICENSE AGREEMENT OR THE  
APPLICATION.

EXCLUSIONS AND LIMITATIONS.



SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Third Party Software. You acknowledge that use of the Application may require software that is licensed, sold and/or provided to You by third parties and is included on Your mobile device ("Third Party Software"). Notwithstanding any other provision of this License Agreement to the contrary, this License Agreement shall not be deemed to apply to any Third Party Software and such Third Party Software is subject to the terms and conditions of the license agreement between You and the licensor of the Third Party Software.

#### 7. DETAILS ABOUT PROVISION OF ANY SUPPORT FOR APP AND THE SERVICE

In order for us to provide the Service, you must provide us with certain personal data relating to you and your designated first responder each time you use the App and the Service. Our provision of the Service is conditional on you providing us with that personal data and also conditional on you performing your obligations as set out condition 16 below.

#### 8. LIMITATIONS AND EXCLUSIONS FROM LIABILITY

8.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in the Documents meet your requirements.

8.2 We only supply the App and Documents for domestic and private use. You agree not to use the App and Documents for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.3 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our negligence up to the limit specified in condition 8.4. The App is not suitable for managing a medical emergency or acute condition, any condition that should reasonably require face to face analysis, diagnosis or treatment, or for sourcing any product or service urgently. The company cannot guarantee availability and the reach of any first responder or any availability of any particular person to help you.

Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data but subject to that and the Company's obligations under law as a data controller, the Company is not responsible for any data loss or unauthorised access by other persons, whether a result of unauthorised access, misaddress, technical failure, technical interference, negligence or otherwise. The Company reserves the right to withdraw or delete any information from the App at any time. For the avoidance of doubt, the company cannot be held responsible for the security of personal data on any device that has had its operating system modified

(such as being jailbroken or rooted).

We are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the EULA.

Except as explicitly set out under other clauses, the Company: (a) otherwise disclaims all warranties, express or implied; (b) does not warrant that the App, the Company's servers, or e-mail sent from the Company are free of viruses or other harmful components.

(c) will not be liable for any damages of any kind arising from the use of the App, including, but not limited to: (i) indirect; (ii) incidental; (iii) punitive; and/or (iv) consequential damages.

8.4 Our maximum aggregate liability under or in connection with this EULA, in contract, negligence, under statute or otherwise (including for any breach or series of breaches of this EULA, whether or not those breaches are connected) shall in all circumstances be limited to the fees exclusive of vat received by us from you in the previous 120 days. This does not apply to the types of loss set out in condition 8.5..

8.5. The Company does not exclude or limit in any way its liability for:

(a) death or personal injury caused by the Company's negligence or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by (i) section 12 of the Sales of Goods Acts 1893 and 1980 in the Republic of Ireland (title and quiet possession)

(d) breach of the terms implied by (i) sections 13, 14 and 15 of the Sales of Goods Acts 1893 and 1980 in the Republic of Ireland (description, satisfactory quality, fitness for purpose and samples);

(e) defective products under the (i) Liability for Defective Products Act 1991 and the European Communities (Liability for Defective Products) Regulations, 2000 in the Republic of Ireland;

(f) breach of the terms implied by section 39 of the Sale of Goods and Supply of Services Act 1980 in the Republic of Ireland; or

(g) for any other liability which cannot be excluded or limited by applicable law.

8.6. Network Limitations. Your access and use of the Application will depend on the capabilities of Your mobile device and the mobile carrier You have contracted with for mobile service. FLEXXI shall in no way be deemed responsible for a failure in performance of the Application due to network outages, failures or other interruptions of service, including attempts to use the Application while in an area that receives sporadic, limited or no coverage.

8.7 User Responsibilities. You hereby agree and understand that it is solely Your responsibility to (a) properly download and install (i) the mobile device's operating system that is required for the proper operation of the Application and (ii) the Application from an authorized site; (b) use a compatible mobile device that is in good working order, including, without limitation, having sufficient battery life and file storage space necessary for the proper operation of the Application; (c) obtain the necessary services for the proper operation of the Application from an approved mobile carrier; (d) maintain an account in good standing with an approved mobile carrier, including, without limitation, paying for any charges related to the use of Your mobile device (including, without limitation, charges related to cellular transmissions, SMS or other text messaging, and other data transmissions) even if those charges arise as a result of using the Application; (e) pay for any charges imposed by a local authority related to

emergency response personnel responding to an alert initiated under Your account, regardless of whether that alert was a false alarm or based on a real crisis; (f) pay for all charges arising from the use of the Application, including, without limitation, any charges related to initiating a false or unjustified alert through the Application; (g) properly download and install any updates to or new versions of the Application that are applicable to Your mobile device. Any use of the Application that is in violation of the guidelines noted in this Section shall be deemed a violation of this License Agreement; (h) refrain from adding and/or using any application that interferes or may potentially interfere with the application and tools, in particular virus scanners, fake GPS location settings and such applications, any application interfering with the BT connection; allowance to use Wifi and/or triangulation location services may interfere with the location setting. (i) You acknowledge that use of the Application may result in international data transmissions.

## 9. TERMINATION

9.1 We may terminate this EULA immediately by written notice to you (i) if you commit a breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice in accordance with this EULA requiring you to do so; (ii) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and

9.2 We may terminate our provision of the Service on 30 days notice to you, without liability on our part.

9.3 We reserve the right to suspend, the Service with or without cause, and with or without notice. Cause for such action shall include

(a) you withdrawn your consent under condition 1.8,

(b) a request from the designated first responder that we not provide any messages to him or her or not communicate with him or her

(c) a breach of any provision of this EULA or any other policies or guidelines created for the Service;

(d) a request by you to cancel the Service

(e) a request and/or order from law enforcement, a judicial body, or regulatory body or other government agency;

(f) unexpected technical or security issues or problems;

(g) your participation in fraudulent or illegal activities; or

(h) failure to pay any fees owed by you in relation to the Service .

9.4 On termination for any reason:

(a) all rights granted to you under this EULA shall cease;

(b) you must immediately cease all activities authorised by this EULA, including your use of the Service;

(c) you must immediately delete or remove the App and the Device, and immediately destroy all copies of the App and Documents then in your possession, custody or control and certify to us that you have done so;

(d) we may remotely access the Devices and remove the App from all of them and cease providing you with access to the Service and the Appstore.

## 10. COMMUNICATION BETWEEN US

10.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail to [swifalarm-customer-help@swifalarm.com](mailto:swifalarm-customer-help@swifalarm.com) or by prepaid post to the registered office of SwiftAlarm! ESS Ltd – Customer Help. We will confirm receipt of this by contacting you in writing, normally by e-mail.

10.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your request for the App. 10.3 You

agree by your downloading the App and the Documents and your use of the Service, that you are bound by this EULA. You acknowledge and agree that we can communicate including service notice on you by email and any such notice or communication shall be valid and enforceable.

10.3. Contributions to FLEXXI. By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to FLEXXI through its suggestion or feedback webpages, You acknowledge and agree that: (a) Your Contributions do not contain confidential or proprietary information; (b) FLEXXI is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) FLEXXI shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) FLEXXI may have something similar to the Contributions already under consideration or in development; (e) Your Contributions automatically become the property of FLEXXI without any obligation of FLEXXI to You; and (f) You are not entitled to any compensation or reimbursement of any kind from FLEXXI under any circumstances.

## 11. EVENTS OUTSIDE OUR CONTROL

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control including failure of public or private telecommunications networks (Event Outside Our Control).

11.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. 11.3 You may cancel the Service if an Event Outside Our Control takes place and you no longer wish us to provide the Service.

## 12. OTHER IMPORTANT TERMS

12.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.

12.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.

12.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

12.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

12.5 Please note that this EULA, its subject matter and its formation, are governed by the laws of Ireland. You and we both agree that the courts of Ireland will have non-exclusive jurisdiction. However if you are a consumer, you may bring a claim to enforce your consumer protection rights in connection with this EULA in Ireland or in the EU country in which you live.

12.6 Unless amended by us, this EULA constitutes the entire agreement between you and us for the Service and the provision of the App and the Documents.

12.7 In particular if, when and as long as another party has supplied us with your business (affiliate) or pays for your service, you agree on us sharing your data with this party and excluding liability against us stemming from willful or negligent acts

committed by them even if in connection with this app and service.

### 13.ACCOUNT

Where activation or use of the Service requires the provision of your userid and a password and the establishing of an account, you acknowledge and agree that you are responsible for safeguarding the password that you use to access the Service and are responsible for any activity using your account, whether or not you authorised that activity. You should immediately notify us of any unauthorised use of your account.

### 14. SERVICE RELATED CONDITIONS, LIMITATIONS AND EXCLUSIONS

The provision of the Service is subject to the use and availability of appropriate network connections and your having at all times a binding contract with your network provider for that level of communications service generally available in the territory in which you are located and being not less than a 3G service. The provision of the Service is further conditional on (i) your providing us with your location information, such as GPS and Device id, (ii) your Device's ability to acquire satellite and mobile phone signals, which are typically not available indoors and network coverage. Network coverage and satellite signals are dependent on a number of factors not within our control including weather, topographical changes, the functionality of various satellites, mobile phone towers, clouds, and other factors. In addition, some areas, such as schools, are equipped with cell phone inhibitors that interfere with all phone communications. The Device will not work, and the Service will not work, under such circumstances. GPS location readings are inherently subject to "bounce" which can affect accuracy in varying increments, generally not exceeding 500 ft, but on occasion in excess of 2000 ft. Additionally you acknowledge and agree that Device id is subject to technical limitations and is generally not as accurate as GPS is sometimes not precise and GPS chips may malfunction or suffer errors. Moreover, Service operation and use depends on availability of mobile phone communications which might be weak or non-existent in certain areas. No service may be available in countries, in which google maps cannot be accessed, such as P.R. China. Service may be restricted by the laws of your country, technical issues of your smartphones or other device, your network, network provider, slow mobile internet, slow connectivity between our server and Google Map services, our server and OpenMap server services, precision of GPS location services, your own acumen and precision when defining LifeCircles, changing of telephone numbers, internet access problems, server crashes and attacks on servers and realted shut-downs of access or servers or both, virus infections of this or another app, other issues of Android or iOS operating systems in particular different Android or iOS versions among different smartphone producers. For further explanantions of limitations and potential problems known to us please see your website.

### 15. SERVICE WARRANTY

The Service is provided 'as is' and to the extent permitted by applicable law, we exclude all representations, warranties, conditions and other terms not expressly stated in this EULA, including any implied warranties or conditions as to non-infringement of third party rights and fitness for a particular purpose in relation to your use of the Service . We do not warrant that your use of the Service will be uninterrupted, available at all times or free from interference. You agree that your use of the Service is at your sole risk. Any claims from any first responder predesigned by you or from any other person a first responders or another person sends the information and text messages received to and consequent actions and potential cost

will not be warranted and not caused by us. We make no warranty that the Service is error-free, free from interruptions or free from other failures or that the Service will meet your requirements. We expressly disclaim any liability for damages arising from the usage of this Service or any other damages including but not limited to loss of profit, loss of data, loss of business or missed opportunities, any loss or damage that is not directly caused by us or which we could not reasonably expect at the time you entered into this EULA. The terms of this EULA will not affect any rights which you may have under any law and which we cannot exclude by agreeing it with you.

**IMPORTANT :** The FLEXXI app and service are not intended to diagnose, treat, cure or prevent any disease. It is to enhance your family and friends' wellbeing only and thus your and their lifestyles.

Do use it freely yet not for any other reason.

## 16. UNDERTAKINGS, WARRANTIES AND REPRESENTATIONS

You undertake to provide such information as we require when downloading the App and the Documents in order for us to provide the Service. You undertake to comply with all of our reasonable requests for information or instructions in order for us to provide the Service. You undertake to comply with all applicable laws and regulations in downloading the App, the Documents and using the Service. You represent and warrant that you have the consent at all times of your designated first responder to provide us with any data personal or otherwise relating to him or her or his or her device and to communicate with him or her including text or phone him or her. You represent and warrant to us that information or data you provide to us at any time is and remains, accurate, up to date and true and will not breach any applicable law or regulation or infringe any third party intellectual property right. You represent and warrant to us that information or data you provide to us is not defamatory, libellous, hateful biased or offensive, unlawfully threatening or unlawfully harassing to any person or that advertises or publishes any services, goods or web links to other sites. You acknowledge and agree that we are not undertaking the Service to your designated first responder for the Life circle concerned or to the designated first responder for any Lifecircle and that we have no contractual relationship with any of them. You undertake to indemnify us and keep us indemnified from any claim, liability or loss, made or suffered by your designated first responder, arising out of your entering into this EULA including your use of the Service and or our provision of the Service to you. You undertake to ensure that your device meets the system requirements of the Service, this includes obtaining updates or upgrades from time to time, in order to continue using the Service.

## 17. SERVICE CHANGES

17.1 We reserve the right to amend, revise or change the Service. For material changes we may send an email to the email address you provide us notifying you of such. It is your responsibility to check the website and/or the email address for any such notices. By continuing to access or use the Service as amended, revised or changed after revisions become effective, you agree to be bound by the revised Service.

17.2 You agree that FLEXXI may for any reason and without notice to You, modify or terminate, temporarily or permanently, the Application (or any part thereof) and/or the tool without liability to You, any other user or any third party. The Application may include functionality to automatically check for updates or upgrades. You hereby agree that FLEXXI has the right, but not the obligation, to make such updates or upgrades

available to You from time to time. Such updates and upgrades shall be subject to the terms and conditions of this License Agreement unless the Application is provided to You under other or additional terms and conditions, in which case those other or additional terms and conditions (which may include the payment of additional fees) shall apply. Any outdated versions of the Application are not supported by FLEXXI and any use of any such outdated versions is at Your own risk.

#### 18. FEES

You undertake to pay when required by us or the Appstore from which you acquire the Service, the fees applicable to the Service at such times and by such means as required from time to time.

#### 19. COMPLAINTS; OTHER

If you have a complaint in relation to the Service, you can contact us on customer-complaint@FLEXXI.care as soon as possible but immediately after the incident which gives ground for a complaint. In doing so, we would ask you to provide us in writing with sufficient background information for us to verify the complaint and evaluate the complaint; you allow us to download your logfile from your device. We cannot process any complaint about an incident if and after the Device used has been switched or turned off after the incident. Please note that any complaint in relation to your network operator o be taken up with the network operator concerned. We will not download any other personal data from another app on your Device. We will endeavour to respond to any complaint as quickly as possible. Our ability to respond will be dependant on the nature and complexity of your complaint, the extent to which we can contact you to get information on the complaint and the extent to which we need to obtain information from a third party relevant to the complaint to frame a response (to the extent relevant). Subject to the conditions of use, we will use reasonable endeavours to find a satisfactory solution to your complaint. However this shall not apply where the complaint is vexatious or where it is clearly unsubstantiated or malicious.

#### Dealings with Advertisers.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Application, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. You agree that FLEXXI shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers in the Application.

#### Links.

The Application may provide links to websites, services or resources. When You access third party websites, services or resources, You do so at Your own risk. You acknowledge and agree that FLEXXI is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that FLEXXI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such goods or services available on or through any such site or resource.

### Third Party Beneficiary.

You understand, acknowledge and agree that Apple, and Apple's subsidiaries, google and google subsidiaries and other play stores and their subsidiaries, are third-party beneficiaries to this License Agreement. Upon Your acceptance of this License Agreement, they will have the right (and will be deemed to have accepted the right) to enforce this License Agreement against You as a third-party beneficiary of this License Agreement. You agree that, except as noted above, there shall be no other third-party beneficiaries to this License Agreement.

### Support.

Any questions or comments regarding the Application should be directed to FLEXXI at our Contact Us page, which can be found at [www.flexxi.care](http://www.flexxi.care). You acknowledge and agree that play stores have no obligation to furnish any maintenance or support services to You with respect to the Application.

### Amendment.

Except as prohibited by applicable law, FLEXXI may, in its sole discretion, change, modify, add or remove portions of this License Agreement at any time. FLEXXI may notify You of any such changes to this License Agreement by but not limited to email, regular mail, SMS, MMS, text message, postings within the Application or other reasonable means now known or hereafter. Such notices may not be received if You violate this License Agreement by accessing the Application in an unauthorized manner. Your continued use of the Application following notice of such change, modification or amendment shall be deemed to be Your acceptance of any such modification. If You do not agree to any modification of this License Agreement, You must immediately cease using the Application. Your agreement to this License Agreement constitutes Your agreement that You are deemed to have received any and all notice that would have been delivered had You accessed the Application in an authorized manner.

### Notice.

Except as otherwise provided in this License Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person, by courier or deposited in the mail, postage prepaid, registered mail, return receipt requested, and addressed (i) to You at the address supplied to SwiftAlarm! ESS. In addition to the foregoing, FLEXXI may, at its option, give You any notice under this License Agreement electronically. Electronic notice to You shall be deemed to have been duly given when transmitted to an address furnished by You to FLEXXI. If You do not provide and maintain current contact information for purposes of such notices, You acknowledge that FLEXXI will be unable to provide notice to You hereunder.

### Force Majeure.

Notwithstanding any other provision of this License Agreement, neither party shall be in default or breach of this License Agreement for failure to fulfill its obligations when due to or contributed by causes beyond its reasonable control. An act of Force Majeure shall be deemed to include: an act of god such as without limitation a fire, flood, earthquake, epidemic, volcanic eruption, adverse weather conditions, storm, hurricane or other natural disaster, a strike, lock-out, labor dispute; war, invasion, act of foreign enemy hostilities (whether war has been declared or not), civil war rebellion revolution insurrection or military or usurped power, terrorism, act of sabotage, civil disturbance, blockade, riot, civil commotion, malicious damage, interruption or failure



of electricity, power supply, interruption or failure of the internet or other telecommunication facility, network or means of telecommunication, computer virus, or bug, third-party computer infiltration, attack by a hacker, governmental restriction, or any other act or circumstance that materially increases or affects the risk or danger to the health or safety of members of the public.

**Injunctive Relief.**

You acknowledge that a violation of this License Agreement may cause irreparable harm to FLEXXI, and You agree that, in addition to other remedies provided by law, FLEXXI shall be entitled to seek injunctive relief against any such violation without having to post a bond.

**Enforceability.**

If any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof.

**Entire Agreement.**

This License Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and there are no provisions, understandings, communications, representations, warranties, undertakings, collateral agreements or other agreements between the parties relating to the Application other than as set forth herein. This License Agreement supersedes any prior or contemporaneous provisions, understandings, communications, representations, warranties, undertakings, collateral agreements or other agreements between the parties, whether oral or written, with respect to the subject matter hereof, and You acknowledge that You have not relied on any of the foregoing in agreeing to enter into this License Agreement. You also may be subject to additional terms and conditions that may apply when You use or purchase certain other FLEXXI services, affiliate services, third-party content or third-party software.

**Assignment.**

FLEXXI may assign this License Agreement without notice to You. You shall not assign this License Agreement without the prior written consent of FLEXXI and any assignment without FLEXXI's prior written consent shall be of no effect. FLEXXI may perform all obligations to be performed hereunder directly or may have some or all of the obligations performed by contractors or subcontractors or any of its affiliates.

**Waiver and Severability of Terms.**

The failure of FLEXXI to exercise or enforce any right or provision of this License Agreement shall not constitute a waiver of such right or provision. If any provision of this License Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this License Agreement remain in full force and effect.

**Termination of this License Agreement.**

Your rights under this License Agreement shall terminate automatically if You fail to comply with any of the terms and conditions of this License Agreement. No notice shall be required from FLEXXI to effectuate such termination. In addition, FLEXXI may terminate this License Agreement and/or immediately cease to provide the Application

without any liability whatsoever by providing You with notice of at least thirty (30) days. FLEXXI shall not have any liability to You arising from or related to the termination of this License Agreement in accordance with the terms hereof. Upon termination for any reason, You must cease to use and must delete the Application from Your mobile device.

**No Right of Survivorship and Non-Transferability.**

You agree that Your FLEXXI account is non-transferable and any rights to Your FLEXXI ID or contents within Your account terminate upon Your death. Upon receipt of a copy of a death certificate, Your account may be terminated and all contents therein permanently deleted.

**Statute of Limitations.**

You agree that regardless of any statute or law to the contrary and unless a shorter term is expressly mentioned in this EULA, any claim or cause of action arising out of or related to use of the Application or this License Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

**Section Titles.**

The section titles in this License Agreement are for convenience only and have no legal or contractual effect.

**B) Hardware**

**C) Online services**

**Termination**

You may terminate Your FLEXXI Dual Security access to the Application by submitting such termination request to FLEXXI using the respective button on the app and its settings.

You agree that FLEXXI may, *without prior notice*, immediately terminate, limit Your access to or suspend FLEXXI tbs and access to the Application. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of this License Agreement or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the Application (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) engagement by You in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by You in connection with the Application. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in FLEXXI's sole discretion and that FLEXXI shall not be liable to You or any third party for any termination of Your account or access to the Application.

Termination of Your FLEXXI account includes any or all of the following:

- (a) removal of access to all or part of the offerings within the Application,
- (b) deletion of all related information, files and content associated with or inside Your account (or any part thereof), and
- (c) barring of further use of the Application.

## **Payment terms**

As means to pay for online and offline services may be offered : Credit card. For all of them user must provide a valid means of payment. Failure to provide and/or maintain, failure to provide sufficient funds may terminate the contract at any time.

## **Credit card**

When using a credit card an amount is backed from your means of payment to secure later payment. It is mandatory when using the service. Lack of funds or giving a wrong means of payment when using this mean of payment may result in the bank charges charged against you and an additional administrative fee of at least 15 €.

## **GERMANY/DEUTSCHLAND**

When using FLEXXI in Germany or in any way accessing services of FLEXXI Deutschland ESS GmbH, the following ADDITIONAL rules apply :  
Wenn Sie FLEXXI in Deutschland benutzen oder Dienstleistungen von FLEXXI Deutschland ESS GmbH benutzen, gelten ZUSÄTZLICH folgende Regeln :

FLEXXI is currently not available in Germany. Later it might be :

## **Vertragspartner**

Ihr Vertragspartner ist in Deutschland SwiftAlarm! Deutschland ESS GmbH, Schongauer Strasse 28, 86972 Altenstadt.

Alle Leistungen werden Ihnen gegenüber ausschliesslich erbracht von SwiftAlarm! ESS Ltd.

SwiftAlarm Deutschland ESS GmbH und SwiftAlarm ESS Ltd übernehmen keine Haftung für die den jeweils anderen.

## **Erbringung von Leistungen durch Dritte**

Es bleibt vorbehalten, Vertragsleistungen durch Dritte ganz oder teilweise erbringen zu lassen. FLEXXI Deutschland informiert den Teilnehmer auf Anfrage, welche Leistungen durch Dritte erbracht werden.

## **Unübertragbarkeit der Dienstleistung; Sprache**

Die Inanspruchnahme der Dienstleistung beschränkt sich ausschließlich auf den Teilnehmer und ist im Rahmen eines Vertrages auf Dritte nicht übertragbar. Die zu nutzende Sprache ist ausschliesslich Deutsch.

## **Haftung**

Alle erkennbaren Mängel oder Falschlieferungen hat der Kunde spätestens binnen 1 Woche nach Lieferung oder Auftreten des Mangels schriftlich anzuzeigen, wobei rechtzeitige Absendung der Mängelanzeige ausreichend ist. Der Kunde hat FLEXXI Deutschland ESS GmbH Störungen oder etwaige Mängel unverzüglich mitzuteilen. Im Falle eines zu vertretenden Mangels, der den vertragsgemäßen Gebrauch nicht nur unerheblich beeinträchtigt, kann der Kunde unbeschadet seiner gesetzlichen Ansprüche das Vertragslaufzeit fristlos kündigen, wenn die Nacherfüllung oder

Mängelbeseitigung fehl geschlagen ist.

Kommt es zu Störungen aufgrund unterlassener Mitteilung des Kunden, ist eine Haftung insoweit ausgeschlossen.

Wegen Verletzung vertraglicher und außervertraglicher Pflichten, insbesondere wegen Unmöglichkeit, Verzug, Verschulden bei Vertragsschluss und unerlaubter Handlung haftet FLEXXI Deutschland auch für leitende Angestellte und sonstige Erfüllungsgehilfen nur in Fällen des Vorsatzes und der groben Fahrlässigkeit, beschränkt auf den bei Vertragsschluss voraussehbaren vertragstypischen Schäden. Im Falle einfacher oder leichter Fahrlässigkeit eines gesetzlichen Vertreters oder eines Erfüllungsgehilfen ist die Haftung von FLEXXI Deutschland bei der Verletzung vertragswesentlicher Pflichten beschränkt auf den typischerweise vorhersehbaren Schaden.

Dieser Ausschluss gilt nicht bei schuldhaftem Verstoß gegen wesentliche Vertragspflichten (Kardinalpflichten), soweit die Erreichung des Vertragszwecks gefährdet wird, beim Fehlen zugesicherter Eigenschaften sowie in Fällen zwingender Haftung nach dem Produkthaftungsgesetz. Die Regeln über die Beweislast bleiben hiervon unberührt.

Eine Haftung für fahrlässige Pflichtverletzungen ist ausgeschlossen, soweit es sich nicht um Verletzungen von Leben, Körper oder Gesundheit handelt.

Im übrigen gelten die gesetzlichen Vorschriften.

Im Übrigen ist die Haftung bei einfacher Fahrlässigkeit ausgeschlossen.

Abweichend von den vorangehend genannten Bestimmungen haftet FLEXXI Deutschland ESS GmbH unbegrenzt für Schäden aus der Verletzung des Lebens, des Körpers oder der Gesundheit, die auf einer vorsätzlichen oder fahrlässigen Pflichtverletzung oder auf einer vorsätzlichen oder fahrlässigen Pflichtverletzung eines gesetzlichen Vertreters oder eines Erfüllungsgehilfen beruhen.

Sämtliche Schadensersatzansprüche mit Ausnahme solcher, die auf Vorsatz beruhen, verjähren nach zwei Jahren. Ansprüche nach dem Produkthaftungsgesetz bleiben unberührt.

Die beiderseitige Haftung ist im Falle höherer Gewalt, insbesondere Sturm, Gewitter, Hochwasser, Erdbeben, Ausfall von Netzwerken und Ähnlichem ausgeschlossen.

Ausgeschlossen ist eine Haftung für Schäden, die durch Nichtverhinderung eines von Dritten oder ohne Zuwirkung von FLEXXI Deutschland angestossenen Kausalverlaufs erfolgt und für Kausalabläufe, die ohne die Nutzung des Call Centers ebenso eingetreten wären und solche, die durch mangelnde oder fehlerhafte Bedienung und Information von SwiftAlarm durch den Nutzer bedingt sind.

Ausgeschlossen von der Haftung von SwiftAlarm Deutschland ESS GmbH sind Störungen, die auf der App, Hardware, online services oder personal Security Services beruhen und die die Erbringung des offline Diensts bedingen. Für sie gelten ausschliesslich die allgemeinen Bestimmungen.

#### ANERKENNTNIS

SIE ERKENNEN AN, DASS SIE DIESE LIZENZVEREINBARUNG IN IHRER GESAMTHEIT DEUTSCH UND ENGLISCH GELESEN HABEN, SIE VERSTANDEN HABEN UND VERSTEHEN, UND EINVERSTANDEN SIND DAMIT: DURCH HERUNTERLATEN, INSTALLIEREN, AKTIVIEREN UND/ODER ANWENDEN BZW INANSPRUCHNAHME DER APP, ONLINE UND OFFLINE DIENSTE, HARDWARE, UND PERSONAL SECURITY SERVICES.

FALLS SIE MIT DEN BEDINGUNGEN DIESER LIZENZVEREINBARUNG NICHT EINVERSTANDEN SIND, SIND SIE NICHT BEFUGT, DIE APP, ONLINE, OFFLINE UND PERSÖNLICHE SICHERHEITS-DIENSTLEISTUNGEN ZU BENUTZEN.

#### BEENDIGUNG.

IHRE RECHTE UNTER DIESER LIZENZ KÖNNEN AUTOMATISCH ENDEN, WENN SIE NICHT MIT DEN BEDINGUNGEN UND BEDINGUNGEN DIESER EULA ENTSPRECHEN. ES SIND KEINE ANKÜNDIGUNGEN VON SWIFTALARM ESS Ltd. ODER FLEXXI DEUTSCHLAND ESS GmbH ERFORDERLICH ZUR BEENDIGUNG. BEI KÜNDIGUNG UND BEENDIGUNG MÜSSEN SIE ALLE KOPIEN DER SOFTWARE ZERSTÖREN.

#### COMPLIANCE.

SIE BESTÄTIGEN HIERDURCH; DASS

(I) SIE SICH NICHT IN EINEM LAND BEFINDEN; DASS VON DER EU UND/ODER USA ODER CANADA ALS BOYKOTTIERT IST IDER DAS VON DEN USA ALS TERROR UNTERSTÜTZER DESIGNIERT IST UND

(II) SIE SIND NICHT AUF EINER LISTE VERBOTENER ODER BESCHRÄNKTER PARTEIEN IN DEN USA, DER EU ODER CANADA FINDEN.

#### DRITTE PARTNER

SIE ERKENNEN AN UND STIMMEN ZU, DASS FLEXXI'S NIEDERLASSUNGEN, ASSOCIATES UND HELFER ALS DRITTE BERECHTIGT SIND AUS DIESER EULA UND SO DAS RECHT HABEN, SICH AUF DIESE EULA ZU BERUFEN GEGEN SIE.

#### ACKNOWLEDGMENT

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT IN ITS ENTIRETY, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. BY INDICATING YOUR ACCEPTANCE BY DOWNLOADING, INSTALLING, ACTIVATING AND/OR USING THE APPLICATION , SERVICES, IN PARTICULAR TBS AND CC AND/OR TOOLS, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. IF YOU ARE UNWILLING TO AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, THEN YOU ARE NOT AUTHORIZED TO USE THE APPLICATION.

TERMINATION. YOUR RIGHTS UNDER THIS LICENSE SHALL TERMINATE AUTOMATICALLY IF YOU FAIL TO COMPLY WITH ANY OF

THE TERMS AND CONDITIONS OF THIS LICENSE. NO NOTICE SHALL BE REQUIRED FROM FLEXXI TO EFFECTUATE SUCH TERMINATION. UPON TERMINATION, YOU MUST DESTROY ALL COPIES OF THE SOFTWARE.

LEGAL COMPLIANCE.

YOU HEREBY 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.

THIRD PARTY BENEFICIARY.

YOU ACKNOWLEDGE AND AGREE THAT FLEXXIS SUBSIDIARIES, ARE THIRD PARTY BENEFICIARIES OF THIS LICENSE, AND UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS HEREOF, FLEXXI WILL HAVE THE RIGHT (AND WILL BE DEEMED TO HAVE ACCEPTED THE RIGHT) TO ENFORCE THE EULA AGAINST YOU AS A THIRD PARTY BENEFICIARY THEREOF.

**General Documents :**

This is one of four documents that regulate the way you and we work together, here with the link where to find them:

**FLEXXI Data Protection and Privacy**

[www. FLEXXI.care/data\\_protection\\_and\\_privacy\\_2020](http://www.FLEXXI.care/data_protection_and_privacy_2020)

**FLEXXI Cooky Policy**

[www. FLEXXI.care/cooky\\_policy\\_2020](http://www.FLEXXI.care/cooky_policy_2020)

**FLEXXI End User License Agreement (EULA) and Terms and Conditions of Business (TnC)**

[www. FLEXXI.care/EULA\\_TnC\\_2020](http://www.FLEXXI.care/EULA_TnC_2020)

**FLEXXI Mobile Privacy Statement**

[www. FLEXXI.care/mobile\\_privacy\\_2020](http://www.FLEXXI.care/mobile_privacy_2020)