
GENERAL TERMS AND CONDITIONS
LICENCE FOR **G4S WithU**

A. PREAMBLE

WHO WE ARE – WHAT WE DO – HOW YOU BECOME ENGAGED WITH US

We are **G4S TELEMATIX S.A.**, a Greek Company, seated at 7 Sorou str, Metamorphosis Athens Greece with Tax Registration No EL 094437930 and General Commercial Registry No 34742/01AT/B/95/363 hereinafter referred to as '**G4S**'.

We are a company offering telematics solutions in order to provide monitoring of people and assets on the move as well as consulting services related to mobile security.

We have all legitimate rights to license the use of G4S WithU Apps to any third party and receive an agreed consideration thereof. These terms and conditions, as well as any further terms and conditions incorporated herein by reference, hereinafter referred to as '**G4S WithU Terms**' constitute the General Terms and Conditions which shall govern the use of G4S WithU Apps. If any open-source software is included in any G4S WithU App, the terms of any open-source license may override some of the G4S WithU Terms.

Special Terms and Conditions may apply to different G4S WithU Apps which will be incorporated herein by reference. Access and use of G4S WithU Apps is subject to unconditional acceptance and strict compliance with the G4S WithU Terms. Compliance is monitored by G4S throughout the term of use of each G4S WithU App and any breach thereof may lead to suspension, cancellation and or termination of part or all of the services provided by means of the G4S WithU Apps without notice.

You should read carefully and ensure that you understand fully the G4S WithU Terms before you accept them and start using any G4S WithU Apps. You will be systemically required to accept the G4S WithU Terms by ticking an acceptance box before being allowed to access any G4S WithU App and any feature thereof;

By ticking the acceptance box, you confirm that you have read and understood all G4S WithU Terms and that you unconditionally accept and agree with each and all of them, including the ones incorporated by reference. In the event that you wish any clarification with respect to the G4S WithU Terms you may address to us by means of an email sent at info@g4swithu.com

YOU ARE RECOMMENDED TO PRINT AND/ OR STORE THE G4S WithU Terms VERSION YOU HAVE ACCEPTED AT A MEDIUM DURABLE IN TIME.

If you are a legal entity of any kind, you are hereby explicitly informed that valid acceptance of the G4S WithU Terms requires that your legal representative should read, understand and confirm acceptance of these terms on behalf of the legal entity by ticking the relevant box; ticking of the

acceptance box serves as valid acceptance on behalf of the legal entity by its competent legal representative;

if you are under 18 years old you are hereby explicitly informed that you may not access and use the G4S WithU Apps and any features thereof, unless you provide a parental consent by means provided herein;

You will be provided access to G4S WithU Apps based on the statements that you will be systemically required to make which are all presumed true and accurate; Provision of any false or inaccurate information and statements may hold you liable against G4S, any Affiliate and any third party, including state authorities.

B. GENERAL TERMS AND CONDITIONS (G4S WithU Terms)

1. Availability and Access

1.1 G4S WithU Apps can be accessed by means of Devices; you may be required to download a specific, usually an updated, version of the operating system that you are using as a prerequisite for eligibility to access or proper function of a G4S WithU App.

1.2 In the event that the operation or performance of a G4S WithU App or any feature thereof is restricted in terms of eligible platforms and operating systems, you will be specifically informed e.g. by means of including a specific clause in the special terms applied to the specific application or by systemically receiving a specific notification.

1.3 In order to be able to access and use any G4S WithU App you are required to be registered with G4S WithU, create and activate a G4S WithU User Account following the registration and authentication procedure throughout which you will be systemically guided. You are eligible to create a G4S WithU User Account and to access any and all G4S WithU Apps provided that:

(a) You have the capacity to perform legal actions, otherwise provided that you have secured the consent of your guardian;

(b) You accept and comply with the G4S WithU Terms, all legislation applicable in this transaction and relationship as well as with the laws and regulations applying to the jurisdiction where you are located each time while you are using a specific G4S WithU App;

(c) In the event that it is required according to the G4S WithU Terms, you have acquired any and all necessary authorizations and licenses in order to create an G4S WithU User Account for the purpose to access and use the G4S WithU Apps;

(d) You have not been required or obliged to cease use of any G4S WithU App or any feature thereof due to suspension, cancellation or termination of service by G4S.

1.4 Access to G4S WithU App requires that you have:

(a) an active G4S WithU User Account;

(b) downloaded of the materials required for the G4S WithU Apps you wish to access at the version corresponding to the operating system you are using, as it will be systemically indicated on a case by case basis;

(c) installed any updates, maintenance and fixing materials and features as indicated systemically;

(d) Secured access to an active high-speed connection to the Internet ; the speed and quality of your connection to the Internet may affect the accessibility to the G4S WithU App, the G4S WithU Admin Panel and any features thereof as well as availability and quality of any services provided by means or related to the G4S WithU. G4S is not responsible for the speed and quality of your internet connection. Internet connection features and specifications are set by your Internet Service Provider who is also responsible for the speed and quality of the respective services and may be held liable in this respect;

1.5 You will be assumed to have obtained permission from the owners of any Device that is controlled, but not owned by you to download or stream a copy of any G4S WithU App onto that Device. You accept responsibility in compliance with G4S WithU Terms for the use of any G4S WithU App on or in relation to any Device, whether or not it is owned by you.

2. Licences

2.1 Subject to the unconditional acceptance of G4S WithU Terms and in consideration of the payment of the respective fees, you are hereby granted a non-exclusive, limited, freely revocable and non-transferable license to use the G4S WithU Apps and the G4S WithU Admin Panel and any features thereof during G4S WithU License Term, as permitted and/or restricted by these G4S WithU Terms.

2.2 You shall only benefit from those rights specifically granted under these G4S WithU Terms. All other rights vested with the G4S WithU Apps and any features, materials and components thereof (e.g. documentation and manuals, s/w source and object codes, creative/ look and feel features), remain the property of G4S and/or of its licensors, as the case may be.

2.3 Permits and restrictions of use:

2.3.1 You are permitted to G4S WithU App and Admin Tool only for your personal use and you have no right or authorization to trade, market, commercially promote

and/ or sale any G4S WithU App and any features, elements or components thereof or services provided by any means related thereto, unless otherwise permitted by these G4S WithU Terms with respect to specific G4S WithU App;

2.3.2 You shall not use or attempt to use the G4S WithU Apps and any features, elements or components thereof or permit or authorize any other person,

(a) to provide any data processing services to any third party; or

(b) against to its permitted and/or intended use and/or to any other restriction deriving from these G4S WithU Terms,

2.3.3 You shall not, nor allow or authorize any third party to

(a) copy, translate or adapt G4S WithU Apps and any parts, elements and materials related thereto for any purpose whatsoever nor arrange or create any derivative works based thereto and shall not transfer or distribute (whether by license, loan, rental, sale or otherwise) all or any part thereof to any unauthorized third party.

(c) modify, process, make any addition or enhancements to the G4S WithU Apps or any part thereof nor permit the whole or any part of the Software to be combined with or become incorporated into any other program except you have been provided with a special and explicit permission to do so;

(d) de-compile reverse-engineer or disassemble G4S SW or any part thereof.

3. Registration and authentication

3.1 You should successfully complete the registration and authentication procedure to be able to access and use any G4S WithU Apps and the G4S WithU Admin Tool; by successfully completing the registration and authentication procedure you will create a G4S WithU User Account.

3.2 During the registration and authentication procedure you will be required to provide your true and accurate personal details, unless it is systemically allowed to register using an alias and, in the event that you are acting as the representative of a legal entity, the respective details of the such legal entity as well as justification of your authority; you hereby explicitly declare and confirm that any and all information you are providing during the registration and authentication procedure are true, accurate and updated; you undertake to update your G4S WithU User Account profile in order to correspond to your current status;

3.3 You acknowledge and accept that you may have to follow and comply with further registration and authentication procedures depending on the G4S WithU Apps you wish to access and use as well as by the level of security that the specific App requires; COMPLETING AND UPDATING YOUR PROFILE AND KEEPING AN ACTIVE

EMAIL ACCOUNT LINKED TO YOUR G4S WithU USER ACCOUNT CONSTITUTE PREREQUISITES FOR ACCESSING AND USING ANY G4S WithU APPs AND OBTAIN ACCESS TO THE ADMIN TOOL; FAILURE TO COMPLY MAY LEAD TO SUSPENSION, CANCELATION OR TERMINATION OF ANY G4S WithU APPs AND RELATED SERVICES.

3.4 If you are acting as the representative of a legal entity you are hereby agree and warrant that you are appropriately and duly authorized for that purpose and that you will provide us with any and all details that we may request from time to time for the purpose of justifying such authority; conclusion of the registration and authentication procedure and acceptance of the G4S WithU Terms serves as a an irrefutable presumption that you are legally representing the specific legal entity and you will be held personally responsible on its behalf;

3.5 Your G4S WithU User Account shall be linked to the email account which you will be requested to notify during the registration procedure; You are explicitly notified that we may use this email account and respective address for authentication and information purposes; in this framework we may send you content of confidential nature addressed exclusively to you; You therefore declare and confirm that you are the sole and exclusive legitimate holder and administrator of the email account linked to your G4S WithU User Account and you enjoy exclusive access and usage rights thereof during the whole term that your G4S WithU User Account remains active; otherwise you should notify us respectively systemically through the options provided by your G4S WithU User Account.

3.6 You undertake to systemically notify us of any changes to the email account you wish to be linked to your G4S WithU User Account; We legitimately presume that the information which have included in your G4S WithU User Account profile anytime is accurate and updated; unless you have explicitly informed us otherwise we will use the information included therein to contact you for any purpose whatsoever, including any purpose of confidential nature;

3.7 You will be required to create a password to access (log in) your G4S WithU User Account; you should protect your G4S WithU User Account from unauthorized access and use by keeping your password secret, taking all appropriate measures to avoid disclosure and/ or leakage to any third party and change the password for security purposes periodically as well as if its unauthorized disclosure is assumed or identified;

3.8 We wish to achieve performance of the registration procedure in a completely electronic manner; however we may request you to provide us with authentication documentation any time during the term that your G4S WithU User Account is active, for any reason whatsoever, especially if such authentication is considered necessary to comply with security requirements.

3.9 We reserve the right to unilaterally amend the procedures and policies we apply, anytime, at our exclusive discretion and judgement for the intended purpose to be accomplished.

3.10 You must provide and register, true, accurate, adequate and valid data and justification materials immediately upon request from us and also to reveal and authenticate your true identity upon our request in the event that you have been allowed to registered using an alias; you are also acknowledging and accept that lack or failure to completely comply with the requirements set in the framework of the registration and authentication procedure may result to unilateral suspension, cancelation or termination of any G4S WithU Apps and services as well as suspension of access or deactivation of your G4S WithU User Account at no cost for us.

4. Group registrations and authentications

4.1 With respect to specific G4S WithU Apps you may have the option to perform Group Registrations in the sense that a natural person or legal entity, acting as principal, will be responsible for the administration and management of a group of persons, who are somehow related to each other, each and one of whom has been registered with the G4S WithU Apps;

4.2 In the framework of a Group Registration, each and all members will be required to perform the registration and authentication procedure and accept the G4S WithU Terms as provided herein to be able to participate in the corresponding G4S WithU Group as a Principal or plain Member; Group Registration does not relieve any member from the obligations provided herein in any way whatsoever;

4.3 Members of Group Registration may authorize or assign other Members of the G4S WithU Group the performance of specific administrative actions and/or the exercise of rights and obligations on their behalf with respect these members' User Accounts and access of G4S WithU Apps e.g. provide full or limited access rights to User Account, create common management areas, undertake payment of respective fees on behalf of other members, set rules and policies for specific services to be received by the Group Members. If such is the case you, as the Principal of the G4S WithU Group, undertake to notify to us, as you will be guided systemically, your capacity, as the Members of the G4S WithU Group, any membership classification, your authorities and tasks with respect to the G4S WithU Group and its Members as well as any modification thereof; unless you inform us accordingly we shall act according to the information we have received by you and/ or each Member as an individual registration.

4.4 We have no interest and shall not have access or interfere with the relations amongst G4S WithU Group Members and the rights, obligations and authorities

vested with the Principal and/ or Members as well as with third parties; we shall perform legitimately in accordance to the information that you have provided us in compliance with the procedures applying.

4.5 You hereby acknowledge that special terms and conditions may apply to Group Registrations with respect to specific G4S WithU Apps, which will be notified and incorporated by reference to these G4S WithU Terms.

4.6 Administration of the special features, procedures, policies and authorizations related to Group Registrations and applying to G4S WithU Group are administered by means of the G4S WithU Admin Tool.

4.7 Principal of the G4S WithU may be subject to stricter authentication procedure with respect to justification of Principal's identity and authority. Principal shall be entitled to invite Members, permit registration, set specific policies and terms applying to G4S WithU Group participation, suspend, cancel and terminate participation of Members in the G4S WithU Group, either for reasons provided herein or prescribed by the G4S WithU Group policies and terms. You are specifically informed that suspension, cancellation and/ or termination of your participation in the G4S WithU Group may lead to cancellation, suspension and/ or termination of your registration with G4S WithU.

4.8 G4S may proceed to suspension, cancellation and/ or termination of the Principal's registration; such an action will lead to further suspension, cancellation and/ or termination of the Group Registration and each specific Member's registration accordingly.

5. Rules of Use

5.1 You shall not perform or engage to any activity which may interfere with the proper operation of the G4S WithU Apps, the G4S WithU Admin Tool and any element or part thereof; More specifically, however without limitation, you shall not engage to any activity which:

- (a)** is or may be reasonable considered illegal;
- (b)** constitute, or may be reasonably considered as an attempt, to interfere and/ or may affect with our systems and infrastructure, the technical, quality and/ or display features and/ or specifications of the G4S WithU Apps, the G4S WithU Admin Tool and related services in any way whatsoever;
- (c)** may compromise the integrity or security of our systems and infrastructure or decipher any transmissions to or from the servers running the G4S WithU Apps and related services;

(d) impose or may impose an unreasonable or disproportionately large load on our infrastructure;

(e) constitute uploading of invalid data, viruses, worms, or other software agents through G4S WithU Apps and / or your G4S WithU User Account;

5.2 You shall not use any non-authorized means or technology i.e. other than the ones provided or indicated by G4S to access your G4S WithU User Account, the G4S WithU Apps, the G4S WithU Admin Tool as well as any content included therein;

5.3 You agree to abstain from any activity of breaching or bypassing any data protection and/ or security measures we may apply including measures which may prevent or restrict access to your G4S WithU User Account, the G4S WithU Apps and related services, features and content;

5.4 You shall not engage in copying, distributing, or disclosing any part of the G4S WithU Apps and related applications and services in any medium, including without limitation by any automated or non-automated “scraping”;

5.5 You shall not use any automated system, including without limitation “robots,” “spiders,” “offline readers” to access your G4S WithU User Account and/ or the G4S WithU Apps;

5.6 You shall not use your G4S WithU User Account or the G4S WithU Apps to transmit spam, chain letters, or other unsolicited email, collect or harvest any personally identifiable information, including account names, to perform any action for commercial solicitation purpose in any way whatsoever ;

5.7 You shall not impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity, while accessing and/ or using your G4S WithU User Account and/ or the G4S WithU Apps.

5.8 You shall only use your G4S WithU User Account and G4S WithU Apps according to and in compliance with their intended purpose and operation; you undertake not to proceed to any actions that may reasonably be considered or constitute abusive use of the G4S WithU Apps and any features thereof such as e.g. repeatedly unjustified or excessive use of specific features of the such as ‘panic button’ feature G4S WithU Apps.

6. Content - Proprietary Rights

6.1 You may be required or allowed during registration and/ or use the G4S WithU User Account and/ or the G4S WithU Apps to insert, display, load, share and/ or exchange content, such as personal data and information, contact details, location data as well as personalized social content such as comments, photos and/ or ideas and other content or information (‘Your Content’). Access to and/ or display of Your

Content may be restricted to your G4S WithU User Account area and/ or publicly available and/ or addressed to third parties. You will be able to set the parameters of accessing, exchanging and displaying of Your Content, however the restrictions and limitations you set may restrict access or use of G4S WithU Apps and/ or features and operations provided thereof. If such is the case you will be informed accordingly each time.

6.2 Your Content shall remain the property of you and your licensors, as the case may be. By inserting, displaying, exchanging and/ or loading content by means of and/ or at your G4S WithU User Account and/ or G4S WithU Apps you represent and warrant that you have all rights necessary to proceed to these actions; you are further grant to us a royalty-free, sub licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such Your Content and your name, voice, and/or likeness as contained in Your Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with G4S WithU Apps and to allow others to view, edit, and/or share Your Content in accordance with the settings of the specific G4S WithU Apps or service you are using and these G4S WithU Terms and subject to the terms related to the data protection and privacy policy included herein.

6.3 You hereby agree and confirm that you shall not inset, display, load, exchange and/ or address in or using the G4S SW applications, services and/ or features which:

- (a)** may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal, and/ or a risk of any other loss or damage to any person or property;
- (b)** aims at or reasonably considered as provoking or inducing harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details – unless serving the intended purpose of the G4S WithU Apps service performed, or otherwise;
- (c)** may constitute or contribute to a crime or tort or delict;
- (d)** contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), slanderous, threatening, profane, or otherwise objectionable;

(e) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets) and/ or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;

(f) contains any information or content that you know is not correct, true, accurate or up-to-date;

6.4 You agree that Your Content does not and will not violate third-party rights of any kind, including without limitation any Intellectual or Industrial Property Rights or rights of privacy. We reserve the right to remove Your Content or any part thereof at our exclusive discretion especially if we consider the provisions included hereinabove in this clause violated.

6.5 With respect to Your Content, you affirm, represent and warrant the following:

(a) You have secured the consent of each and every identifiable natural person referred or quoted in Your Content to use any information and content related to such person in the manner contemplated and permitted by the G4S WithU Apps used and you have been released from any liability that may arise in relation to such use.

(b) We have no responsibility and assume no liability for any part of Your Content or any content addressed to you or referred to you by any third party by means of G4S WithU User Account and the G4S WithU Apps. You acknowledge and agree that you are solely responsible for Your Content and any consequences deriving from its use in the G4S WithU Apps in any way whatsoever and you shall hold us harmless from any such liability against any third party or yourself;

6.6 Any and all materials and information included, loaded or stored in your G4S WithU User Account and/ or G4S WithU Apps and/ or in relation thereof as well as any materials and information or provided by and/ or related to G4S and any affiliated company, such as, information about the services and applications provided and their features, information and data generated, collected or transmitted via or in relation to the use of G4S WithU Apps, any parts and elements thereof, images, illustrations, graphics and photos, texts, distinctive features such as logos, trademarks, service marks, audio and video content of any kind, and all Intellectual and Industrial Property Rights related thereto, are and remain our property and/ or the property of our licensors. You and other users of the G4S WithU Apps with respect to Your Content are also our licensors based on these G4S WithU Terms.

6.7 Unless it explicitly provided herein or otherwise agreed in writing, nothing included in these G4S WithU Terms and no statement or action of us or you shall be deemed as direct or implied transfer, assignment, lease and/ or license of any property and of any rights and you agree and warrant that you will not sell, license, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from part or element of our content. Use of our content, materials and rights for any purpose not expressly permitted is strictly prohibited.

7. Provision of Services

7.1 We may update, modify, interrupt or discontinue any or all of the functionality the Admin Tool, G4S WithU User Account and/ or G4S WithU Apps and any features, elements and services related thereto and make changes, corrections and/or improvements thereto at any time without notice to you, unless we are required by law to give you advance notification. We shall not be responsible for any costs, loss or damage that you incur as the result of any modification, interruption or discontinuance of any or all functionality as aforementioned.

7.2 You are solely responsible for

- (a)** ensuring that you are using the latest available version of the G4S WithU Apps;
- (b)** ensuring that all operating systems and security software of your Device are the most up to date versions available;
- (c)** any damage to your Device, and any loss or corruption of information that you store in the Device that may have resulted from the use of the G4S WithU Apps or its interaction with other applications or programs that you may download or use;
- (d)** maintaining the security and confidentiality of any personal identification numbers, account information, passwords and the like related to your use of your G4S WithU User Account, the G4S WithU Apps and your Device;
- (e)** maintaining the physical security of your Device; maintaining the security and confidentiality of personal information that you store on your Device.

7.3 You may register, access and use the following specific G4S WithU Apps subject to the special terms and conditions that may apply thereof which shall be incorporated herein by reference:

- (a) G4S WithU pro, a service which** allows corporate personnel or professionals, such as executives on the go, shift workers, out-door workers, emergency

responders, that need to automatically share with their chain of command - for safety purposes - time sensitive, location based, emergency information during an incident.

(b) G4S WithU which features an advanced automated alarm and monitoring system, which responds to accidents and distressful situations aiming to help families protect their members, or individuals wanting to be able to SHARE with friends specific details in real time.

(c) 24x7 G4S security services refer to the 24x7 Incident Management Centre of G4S, which receives alarm notifications by means of G4S WithU Apps and manage them in accordance to predefined and agreed procedures. These services shall be subject to **24x7 G4S services Terms incorporated herein in Annex 1.**

8. Fees charges and payments

8.1 We shall charge you only for the G4S WithU Apps that you are using. Each G4S SW may be charged differently; you may be informed for the fees and charging terms and conditions of each G4S WithU Apps here;

8.2 We shall only charge for the G4S WithU Apps you have been registered with. We are not responsible and we are not interfering with any charges with respect to the provision of the network and access required to receive our services as well as email or other communication services; We will not charge you for any third party services which may be requested and/ or provided further to the G4S WithU Apps services and applications; you should rely to the respective providers of such services (e.g. electronic communications service, network operators and electronic services providers, emergency response services) who will also be responsible and held liable for the provision of such services and to who you will be held accountable for the payment of the respective fees.

8.3 We may require advance payment of any subscription/ registration fees corresponding to specific predefined term. We may require adequate guarantee for monies due anytime.

8.4 If payment is not received on due day we reserve the right to suspend access to your G4S WithU User Account, to any service corresponding to the unpaid balance as well as to all G4S WithU Apps you are registered with at that time, at our discretion. Repeated failure to comply with the G4S WithU Terms corresponding to payment of fees due may force us to terminate your subscription and our cooperation at no cost for us. We may also charge with late payment interest;

8.5 We reserve the right to unilaterally set and amend the prices and fees for the G4S WithU Apps anytime at our discretion. If you are already a chargeable customer you will be charged with the amended prices and fees, further to a prior

fifteen (15) day publication of such amendment at our internet site and/or notice addressed to you through your G4S WithU User Account, appropriate means to be selected at our discretion. You will have the option to deactivate your G4S WithU User Account, if you don't agree with the amended fees and charges or our services, following the process provided to you systemically; however, if you continue to use the G4S WithU Apps corresponding to the amended fees and/ or terms we will continue to charge you applying these fees having reasonably presumed that you have accepted them.

8.6 We accept several means of payment which however may vary according to the type of G4S WithU Apps you choose to receive, the respective subscription type as well as your credibility profile and the kind of guarantees you are able to provide upon our request. You may be informed for our currently acceptable payment means corresponding to each G4S WithU service here.

8.7 You shall be required to provide an authorisation to charge the respective means of payment with any recurring fees; You acknowledge and agree that our and your payment service providers may require to apply further authentication and verification procedures; by giving your confirmation to charge the payment means selected you agree to pay all charges incurred with respect to the G4S WithU Apps you and/or your authorized agents, employees, assignees, contractor and authorized members of your Group Registration are registered with; You will also be charged and be responsible for payment for any applicable taxes as well as transactions fees related and/ or charged by your payment services provider.

8.8 You acknowledge and agree that we will continue to charge the fees and any other charges deriving from your registration G4S WithU Apps you have authorized us, until settlement of your account and termination of our relationship for any reason whatsoever.

8.9 We are not applying any refund policy in the event of cancelation or termination of our relationship, however your G4S WithU User Account will be active or able to be reactivate upon your request until the service period corresponding to any fees paid will be exhausted; You acknowledge and accept without any reservation that recording of any amounts due to G4S in our accounting books constitute complete proof of your debt to us. In this respect it is agreed that the abstract from the commercial and/ or accounting books kept by us in any way whatsoever i.e. even if are kept electronically, serves as a complete prof and justification of our respective claims against you and sufficiently fulfilling the requirements for the issuance of a payment order by the competent courts for their collection.

9. Term – Termination – Cancellation – Suspension

9.1 Term and Termination

9.1.1 Your G4S WithU User Account shall be activated and remain active for an indefinite period of time and until our cooperation is terminated as provided below; While you G4S WithU User Account remains active you will be able access and receive the G4S WithU Apps available from time to time , provided that comply with G4S WithU Terms and the procedures set by us.

9.1.2 You may deactivate your G4S WithU User Account and terminate our cooperation anytime following the **deactivation procedure as provided within the G4S WithU Admin Tool**

(a) for convenience and without cause;

(b) for cause;

9.1.3 We may terminate our cooperation under these G4S WithU Terms:

(a) For convenience, any time subject to a thirty (30) day prior written notice addressed to you and without any cause.

(b) For cause with immediate effect upon a termination notice addressed to you.

9.1.4 For the purposes of this clause cause shall mean:

(a) breach of any of these G4S WithU Terms by us or by you, becoming therefore a defaulting party who gives to the other party the right to terminate for cause;

(b) initiation of procedures against or with respect to us or to you in order to be placed under an status of restricted or controlled administration such as bankruptcy, receivership, compulsory administration and/ or initiation of any procedure for the dissolution or winding up or placement under similar administrative status which would risk continuation of business, administrative autonomy and/ or financial solvency.;

(c) cease of our or your business wholly or of that part which is related to your G4S WithU User Account for any reason whatsoever;

(d) occurrence of a Force Majeure event that makes the continuation of the cooperation between us impossible or highly onerous for any of us.

9.1.5 Upon termination:

(a) by any of us, we shall cease provision of any G4S WithU Apps to you and you will not be able to access to your G4S WithU User Account. Unless you have deactivated your G4S WithU User Account we will proceed to deactivation;

(b) by you, you will be provided an option to continue to access your G4S WithU User Account and use any active G4S WithU Apps until any the term corresponding to any fees paid is;

(c) by us, such option, i.e. to continue to access your G4S WithU User Account and use any active G4S WithU Apps, may be provided to you at our sole discretion.

(d) any and all amounts due by you to us will become due and payable on the day of termination;

(e) You shall cease using your G4S WithU User Account and any and all G4S WithU Apps and related services and any materials provided to you in this respect shall be returned to us, uninstalled from your Device or destroyed upon our request.

9.1.6 You are acknowledge and accept that we are not responsible for keeping any back up of your information and data inserted and/ or loaded in your G4S WithU User Account and/ or in our systems during our cooperation, including back up of Your Content; therefore we will not be able to restore any such information and data or provide you with any such copy or back up either during our cooperation and/ or after deactivation of your G4S WithU User Account; you hereby confirm and warrant that you will be solely and exclusively responsible for keeping adequate copies of such information and data and of Your Content.

9.2 Suspension

9.2.1 We reserve our right to suspend the provision of any G4S WithU Apps you are receiving and/ or suspend or limit access to your G4S WithU User Account if any of the following shall occur:

(a) Your are not complying with your financial obligations towards us or you breach any other G4S WithU Terms and suspension is required to avoid or limit any risks deriving there from including limitation of our risk for financial exposure

(b) A technical or administration task is scheduled or has initiated which requires suspension of the G4S WithU Apps or of access to your G4S WithU User Account in order to be performed;

(c) A security risk or incident is threatened, has occurred or is suspected and suspension is required as a security measure or remedy.

9.2.2 If suspension is due to your breach as aforesaid, it will not be lifted unless you have remedied respective breach; we reserve our right to proceed to

termination due to such breach even if you have remedied respective breach and/or suspension has been lifted.

9.2.3 If suspension is due to other causes we shall make all reasonable endeavours to accurately inform about its duration and uplifting; however, you acknowledge that we may not be able to provide you with an accurate deadline regarding suspension especially if it serves technical or security purposes.

9.2.4 In the event of a Group Registration, the Principal, according to the Group internal procedures, may have reserved to the right to suspend any services received by the Group Members for specific reasons or causes notified to the Members and/ or at its discretion without any reason or cause being required.

9.3 Cancellation

9.3.1 You will have the option to cancel your registration or a specific G4S WithU Apps you have registered at no cost within a grace period of fourteen (14) days starting from date you have downloaded the respective G4S WithU Apps; you will not be charged any fees during the grace period; however, as an exception to our non-refund policy in the event that any fees have been charged and received during the grace period, such fees will be returned to you in the event that you exercise your right to cancellation and with respect to any G4S WithU Apps cancelled.

9.3.2 Upon cancellation, we shall cease provision of the cancelled G4S WithU Apps; If cancellation applies to all aspects of your registration you will not be able to access to your G4S WithU User Account and unless you have deactivated your User Account we will proceed to deactivation.

9.3.3 Upon termination of our cooperation for any reason whatsoever all licenses and rights granted to you by these G4S WithU Terms shall cease to have any effect and you and any of your agents, employees, assignees and/members of the Group Registration should abstain from action that could be reasonably considered as exercise of any such rights.

10. Protection of Data – Security – Privacy

10.1 In the course of our cooperation you will be required to provide several kind of information which may constitute Personal Data or even Sensitive Personal Data. We shall collect and process such data in compliance with data protection legislation effective each time.

10.2 We may act as data controllers and/ or data processors and we may assign data processing to third parties of adequate expertise and know-how; you may be

informed about the processing of your data and your respective rights by our privacy and data protection policy applicable to G4S WithU Apps and your G4S WithU User Account.

10.3 You consent to the collection and process, including transfer, of your personal data for the purpose of accessing and using your G4S WithU User Account and performing the G4S WithU Apps to which you have registered each time by means of accepting these G4S WithU Terms and recording such information and data with your G4S WithU User Account and Apps; we may also collect data related to you by third party sources, where such data are published and able to be accessed.

10.4 We are only collect, process and transfer your data for providing you the services you have requested; we may also interconnect our data files with corresponding files kept by our affiliates or contractors to serve better the aforesaid purpose; you explicitly provide your consent to such transfer and files interconnection of accepting these G4S WithU Terms and recording these data with G4S WithU Apps; we may request provision of consent with respect to specific services, actions and/ or processing, if we consider it necessary;

10.5 If you do not wish to provide us with the requested data and/ or requested consent you hereby acknowledge and agree that this may result to unavailability of certain G4S WithU Apps or specific features thereof.

10.6 You hereby acknowledge and consent to the disclosure of any of your data in compliance with any judicial or state decision or order requesting disclosure of such data;

10.7 We shall not be responsible or liable for any data stored in your Device; for the purposes of providing the requested services, we may store data in our systems or at our contractors' systems who act as data processors; you may be informed about the data stored and the location and means they are stored by our privacy and data protection policy applicable to G4S WithU Apps as well as the time period your data are retained according to applicable legislation.

10.8 We may use cookies which are technically required for the provision of the services you have requested i.e. cookies

- (a) Required for the identification and/or maintenance of content introduced by you when connecting to your G4S WithU User Account or to any G4S WithU Apps or third party web page or application by means of your G4S WithU User Account , throughout the respective connection;
- (b) Necessary to verify your identity regarding services which require verification;
- (c) installed for security purposes;

(d) necessary for load balancing during connection;

(e) which “remember” the your choices in relation to accessing your G4S WithU User Account and Apps as well as any third party web page linked through.

10.9 If notification to you and/or your consent will be required further to modification of the nature of the cookies we are using we shall duly inform you before undertaking any further action, to obtain your consent for the respective installation, unless we secure that your browser or internet service provider notifies you adequately;

10.10 We may conduct research and analysis on de-identified, aggregated data that is derived from your and other users’ data; however, we will not use your personal data in this research/analysis in any way that could be identified. This anonymous data and the results of such reports and analysis becomes our property and/ or our affiliates and may be used to improve the G4S WithU Apps and respective features and maybe used in publications and for limited commercial activities.

10.11 We shall make all reasonable endeavours to protect the integrity and security of your Personal Data. You acknowledge that we cannot exclude or guarantee that the security measures taken, no matter how strict, will never be defeated by third party attacks or unauthorized access attempts. You consent to the provision of your personal data at your own risk.

10.12 You may decide to link or be redirected to a third-party website or application through your G4S WithU User Account and/ or Apps. We do not endorse or assume any responsibility for any such third-party sites or applications, information, materials, products, or services which you are accessing at your own initiative and/ or risk and you acknowledge and understand that these G4S WithU Terms and Privacy and Data protection Policy incorporated herein by reference do not apply to your use thereof. You further acknowledge and understand that third party service and product providers, no matter how they are linked or related to the G4S WithU Apps, related website and services features are solely and exclusively responsible for the services and the products they supply and for any loss or damage of any kind you may suffer relating to your transactions with them.

11. Limitation of Liability

11.1 You acknowledge and accept that:

(a) according to IT science the development of a completely flawless software and/or IT system is practically non-feasible, regardless of the skill, knowhow and expertise of the software developer;

(b) the provision of G4S WithU Apps and features relies and depends highly on conditions which we cannot control such as the condition and the features of your Device and the speed and quality of the network connection used each time; it may also depend on other external conditions such as weather and location;

11.2 Based on the aforementioned you hereby acknowledge and agree that no matter the G4S WithU Apps you are registered with and use, it serve as a supplement and/or back up to other measures and procedures that you have already implemented in relation to preventing risks related to accidents, personal injury and death of you and the persons using the G4S WithU Apps and you will not rely mainly and exclusively to G4S WithU Apps for preventing such risk or remedying any results in case it emerge.

11.3 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations caused by any act or event beyond our reasonable control, including electronic communications network failure for any reason whatsoever;

11.4 To the maximum extent permitted by law, and for the avoidance of any misinterpretation or doubt, save for any rights that you may have by virtue of mandatory provisions of the law applicable to our relationship, we and/ or our affiliates and all respective employees, directors, agents, contractors, suppliers, licensors and assignees in any sense, are not assuming any liability or responsibility and shall not be liable for

(a) any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, including corruption of data or of other intangible losses, which may result from the use or inability to use the G4S WithU Apps and related services as well as inability to access and use your G4S WithU User Account;

(b) errors, omissions, mistakes or inaccuracies of the G4S WithU Apps and related services and any features and elements thereof or results that obtained or achieved from the use of G4S WithU Apps and features and elements thereof (e.g. data, information, location, incidents detection or reporting, emergency assistance etc);

(c) personal injury, death or property damage of any nature whatsoever, resulting from your access to or use of the G4S WithU Apps and related services you have requested or registered with;

(d) any unauthorized access to or use of our infrastructure and/ or any data stored therein, any interruption or cessation of transmission to or from

you while using the G4S WithU Apps, any bugs viruses trojan horses or the like that may be transmitted to or through our service by any third party and any kind of damages deriving therefrom;

(e) any errors or omissions related to any content or for any loss or damage incurred as a result of the use of Your Content and/ or of any content posted, exchanged, transmitted or otherwise made available through G4S WithU Apps and related applications and services; any other user's content or the defamatory offensive or illegal conduct or any third party; and/ or any Action or non action of third parties

11.5 Under no circumstances we and/ or our affiliates and all respective employees, directors, agents, contractors, suppliers, licensors and assignees in any sense will be responsible or held liable for any damage, loss or injury resulting from hacking, tampering or other unauthorised access or use of the G4S WithU Apps and related services or your G4S WithU User Account or the data contained therein.

11.6 To the full extent permitted by law, G4S hereby disclaims all representations or warranties of any kind, either expressed or implied, with regard to the G4S WithU Apps, unless expressly agreed in these G4S WithU Terms and all implied warranties relating thereto are excluded.

11.7 G4S WithU Apps is provided "as is" and "as available" without warranty of any kind that the G4S WithU Apps, or the server that makes it available, will be free from defects, including, but not limited to viruses or other harmful elements. All use by you of the G4S WithU App is at your own risk, and you assume complete responsibility for, and for all risk of loss resulting from, your installation, access and/ or use of the G4S WithU Apps and G4S WithU User Account.

11.8 Nevertheless, in no event we and/ or our affiliates and all respective employees, directors, agents, contractors, suppliers, licensors and assignees in any sense be liable to you for any claims proceedings liabilities, obligations, damages, losses or costs in an amount exceeding the amount you have paid to us during the six (6) months prior to the event that gave rise to the liability.

11.9 The limitation of liability applies whether the alleged liability is based on contract, tort or delict, negligence or any other basis, even if we have been advised, the foregoing limitation of liability shall apply to the highest extent permitted by law in the applicable jurisdiction. You hereby release and agree to hold harmless us, our affiliates and each of the respective officers, directors, shareholders, employees and representatives, from any and all claims, costs, losses, liabilities and damages of any sort, whether direct, indirect, special, consequential or otherwise, whether arising in tort (including active, passive or imputed negligence), contract, warranty, strict liability, reliance or under any other theory, and whether or not we have been

advised of the possibility of such damages, in each case arising out of or related to your use of the G4S WithU Apps and G4S WithU User Account and related services and any features and elements and/or any content thereof and from any use that we make of the information that you transmit to us via or about the G4S WithU Apps and your G4S WithU User Account. .

11.10 For the avoidance of any misinterpretation or misunderstanding G4S hereby explicitly disclaims any responsibility or liability, warranty or obligation with respect to the elimination of any risk and/ or treatment and/ or remedy of any security or safety conditions and circumstances you encounter, by means of access and using of the G4S WithU Apps, explicitly stating that G4S WithU App serve as a supplementary measure to involve by means of the G4S WithU Apps the third party individuals that you have selected to the treatment of a safety or security conditions you may encounter. Nevertheless, special terms and conditions may apply to specific G4S WithU Apps where we may explicitly undertake specific tasks and further involvement to your support;

12. Governing Law and Dispute resolution

12.1 Our cooperation under these G4S WithU Terms shall be governed by and construed and interpreted in accordance with the laws of Greece;

12.2 If any dispute arises regarding and/ or in the framework and/ or in relation to our cooperation we agree to attempt to settle it by mediation in accordance with the CEDR (Centre for Effective Dispute Resolution – London, UK) Model Mediation Procedure. Unless otherwise agreed between us, the mediator will be nominated by CEDR. To initiate the mediation any one of us must give notice in writing (the 'ADR notice') to the other requesting a mediation. A copy of the request should be sent to CEDR or to any other certified mediator we assigned. The mediation will start not later than ten (10) working days after the date of the ADR notice. We therefore agree that no one of us may commence any court proceedings and/ or arbitration, in relation to any dispute arising out of this agreement until it is attempted to be settled the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

12.3 In any event that the dispute is not settled through mediation we agree to submit our dispute to exclusive jurisdiction of the Courts of Athens Greece.

13. Amendments

We reserve our right to unilaterally amend these G4S WithU Terms notifying you accordingly by means of your G4S WithU User Account; you have always the option to terminate our cooperation in the event that you do not wish to accept the amendment terms.

14. Miscellaneous

14.1 We may transfer and assign our rights and obligations deriving from our cooperation and agreement to another legal entity subject to your prior notification.

14.2 Delay or failure to exercise or perform any of our rights or raise any claim and/ or insist that you perform any of your obligations under these G4S WithU Terms, or if we do not enforce our rights against you, or if we delay in doing so, that shall not mean or be considered as a waiver of our rights against you and shall not mean that you are released from performing and/ or complying to those obligations. If we do waive a default by you, we shall only do so in writing and for the specific purpose and occasion without such waiver being interpreted as a direct or implied waiver of any other, future default no matter how similar or close it is the one explicitly waived.

14.3 In the event that any term, condition, covenant, agreement, requirement or provision herein contained is held by any court having jurisdiction to be unenforceable, illegal, void or contrary to public policy, such term, condition, covenant, agreement, requirement or provision shall have no effect whatsoever upon the binding force or effectiveness of any of the other hereof, it being our intention and declaration that had we or either of us known of such unenforceability, illegality, invalidity or that the provision is contrary to public policy, we would have entered into an agreement containing all the other terms, conditions, covenants set out herein.

14.4 We shall officially address any notifications, notices, communication to you, including the ones provided herein, shall be made by means of the communication details you have recorded while registering with G4S WithU and/ or through your G4S WithU User Account; unless you update your contact detail we are legitimately presume that the contact details you have provided are the updated, accurate and correct ones.

15. Definitions

For the purpose of these G4S WithU Terms words and/or phrases defined below shall have the meaning assigned to them as follows:

| | |
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| <p>Affiliate and/ or Subsidiary</p> | <p>Any legal entity that directly or indirectly or through one or more intermediaries, controls or is controlled by, or is under common control with a party to this Agreement; for the purposes of this definition, the term control (including the words controlling or controlled by) shall mean the power to</p> |
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| | direct or cause the direction of the management and policies of a person or entity whether through the ownership of voting securities, by contract or otherwise; |
| G4S WithU: | A set of telematics services provided by G4S by means of electronic communications networks operated by third parties and respective Devices, aiming at supporting users to handle safety circumstances and incidents they may face during the course of personal or professional activities. |
| | |
| Device: | Any telecommunication, digital or IT device (e.g. P.C, tablet, smartphone) operating under ios, android, MS, Mac operating systems and environment as the case may be, which are used by the Users in order to access the respective G4S WithU User Account, download, register with, log in and/ or use the G4S WithU Apps, which supports a high speed connection to the Internet by means of electronic communications networks; |
| | |
| G4S WithU Admin Tool: | The electronic platform developed and operated by G4S and made available to Users by means of their G4S WithU User Account which enables them to administer and customize their registration, the G4S WithU Apps received as well as, in the event of Group Registrations, the registration of the Members and set of specific rules by the Principal and also to receive information and notification by G4S. |
| | |
| G4S WithU Apps: | Any and all software applications and related services provided by G4S within the scope of G4S WithU from time to time eligible to be downloaded, accessed and performed by means of a Device and administered by the Users and/ or the Principal, as the case may, through the respective G4S WithU User Account and Admin Tool; Users may access and use only the G4S WithU Apps to which they have subscribed, registered and keep active from time to time; |
| | |
| G4S WithU User Account: | The electronic account created by the User using credentials selected by the User, which serves as the medium to select, download, log in, use and perform the G4S WithU Apps to |

| | |
|----------------------------|--|
| | which User has been registered from time to time, access the Admin Tool and use the facilities provided therein; |
| | |
| G4S WithU Terms: | These terms and conditions, and any terms and conditions incorporated herein by reference which govern the license, access and use G4S WithU Apps, User Account and Admin Tool; |
| | |
| Group Registration: | Registration of a number of individuals included in a group of persons, who are somehow related to each other, to the G4S WithU Apps, who will access and perform the respective services and G4S WithU User Accounts under specific rules set by the Principal or any Member authorized by the Principal in this respect; |
| | |
| Principal: | The individual User who will take the initiative, administrate, manage and set the rules governing a Group Registration; |
| | |
| Member: | The individual User who will register and have access to the G4S WithU Apps as authorized by the Principal and may use the G4S WithU Apps in compliance with the rules for the Group Registration set by the latter; |
| | |
| Personal Data | Shall have the meaning attributed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data |
| | |
| User | The natural person who has successfully registered with the G4SsU Apps, keeps and active User Account and is entitled to use the services provided though the Apps he has selected and registered with according to these G4SwU Terms. |

ANNEX 1

Special Terms applying to 24x7 G4S Security Services **The following terms apply to the provision and receipt of the 24x7 G4S Security Services provided by G4S in the framework of the G4SWithU Apps services and supplement the G4SWithU Terms.**

1. Definitions

For the purpose of these 24x7 Special Terms words and/or phrases defined below shall have the meaning assigned to them as follows:

- (a) Incident means the receipt of an 'alarm – panic' and/ or 'man down' and/ or 'Monitor me' alert notification from you as a User or by the Subscriber by means of the G4SwU App.
- (b) 24x7 Incident Management Centre: the 24x7 G4S Incidents management and alerts notifications receipt centre which receives the Incidents by electronic means as generated by the Users and manage them according to the present Terms;
- (c) Non Confirmed Incident: An Incident which has not been confirmed either by the User or the subscriber of the 24x7 G4S Security Services or by the persons which have been registered as contact persons for that purpose by the User or when any attempt to communication with these contact persons in compliance with the present terms has not been achieved;
- (d) Contact Person: The natural persons systemically notified by the User through the G4SWithU App in order to be contacted in the event of an Incident as described herein;
- (e) Response Time is the time period starting upon the receipt of the Incident by the G4WithU 24x7 Incident Management Centre until the initiation of any action for the management of the Incident as prescribed in term 2 herein.

2. Operation of G4S 24x7 Incident Management Centre

Provision of the 24x7 G4S Security Services requires your registration with the G4S WithU Apps and is performed and managed by means of the G4S 24x7 Incident Management Centre;

2.1 G4S 24x7 Incidents Management Centre receives the electronic alert notifications generated by you as the the User by means of the G4S WithU Apps; you are solely responsible to generate an Incident for you using your G4SWithU User Account and Apps; Incidents will include the following data:

- (a) Identification data of the User;
- (b) Location data;
- (c) Visual and/ or audio recording – provided that the User or the Subscriber, as the case may be, has activated this option;
- (d) Communication details
- (e) Any other information with respect to the User with respect to any aspect of the administration of the information provided.

2.2 G4S 24x7 Incidents Management Centre will communicate with you in order to confirm the incoming alert notification as well as your condition; Communication with you will be attempted maximum twice within a time period of 30 sec.

2.3 Your authentication as the User will be concluded by means of the birth date as you have systemically declared it during registration procedure.

2.4 In the event that the attempts to communicate with you were not successful, we will communicate with the contact persons you have notified systemically for that purpose; you may declare maximum two (2) contact persons per User.

2.5 We shall make two (2) attempts to communicate with each Contact Person within a time period of three (3) minutes.

2.6 In the event of a confirmed Incident the G4S Incident Management Centre shall proceed to the actions required according to the instructions provided by you User or by the Contact Persons.

2.7 In the event of a Non Confirmed Incident no further actions are undertaken and we consider and treat the Incident as concluded and filed as closed.

2.8 G4S 24x7 Incidents Management Centre records, at a chronological manner all actions taken from the receipt of an alert notification until its solution or its filing as closed as well as all incoming and outgoing communications.

2.9 You are solely responsible for registering the correct and accurate contact details of the Contact Persons and modify them in order to be always updated. We shall only rely and use the contact data you have provided to us and shall not engage or proceed to or undertake any action to retrieve information from any third party data files in order to achieve access to the contact persons or update the contact details provided.

2.10 You shall be solely responsible to instruct us about the actions you wish us to undertake in order to manage your conditions notified. We may solely provide you with several options. In the event that communication with you cannot be established as provided therein, we shall receive instructions from the Contact Persons; we legitimately presume that they have been authorized by you to proceed to such instruction to us with respect to you, your condition and its administration.

3. Response Time

G4SwU 24x7 Incidents Management Centre will manage the incoming Incidents as follows:

| Actions | Response Time in seconds |
|---|--------------------------|
| Initiation of the Actions prescribed in Term 2 | 120 |
| | 180 |

4. Needless Use

In the event that you proceed to abusive use of the services provided under the G4S 24X7 Services e.g. send of panic alert notifications repeatedly without cause, we reserve our right to suspend and/ or terminate the provision of our services with respect to the specific User and/ or Group Registration.