### **TERMS OF USE**

Last Updated: 13th October, 2023.

These Terms of Use are a legal agreement between Safestone Technologies Pvt. Ltd., a company incorporated under the laws of India ("Safestone/Company"), and you. The terms of this agreement govern your access and use of the Safestone websites and other Safestone services ("Services").BY INDICATING YOUR ACCEPTANCE BY CLICKING ON THE APPROPRIATE BUTTON AT THE RELEVANT WEBPAGE, OR BY DOWNLOADING, INSTALLING, ACTIVATING OR USING ANY OF THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE.

### SAFESTONE SERVICES ADDITIONAL TERMS

Safestone offers safety solutions for mobile phones and other devices directly to end users through application platforms, or indirectly through corporations and other entities such as alarm centres, colleges, mobile phone operators and, mobile phone manufacturers ("Partners").

Standard-rated text messages are part of the Services. Messaging and data rates may apply depending on the terms of your individual mobile service plan.

To subscribe to the Services, you can download our apps from various app stores and follow setup instructions inside the app, or go to [website URL] for more information. To cancel a free subscription, remove the app from the phone. To cancel a premium subscription, go to your account inside the app and change subscription in-app settings. To get help, email us at [support team mail ID].

GENERAL TERMS

You must be at least 18 years old to subscribe for the Services. If you are below the legal age of 18, you may use the Services if a legal guardian subscribes on your behalf and you are at least 13 years old. For purposes of these Terms of Use, the words "you", "your" or other like terms shall refer to the party agreeing to these Terms of Use and to any person or entity who uses the Services. Accordingly, the person agreeing to these Terms of Use represents and warrants for himself or herself, and on behalf of any third party he or she

purports to act for and any person or entity that uses the Services, that he or she is duly authorized on his or her own behalf and on behalf of any such third party to enter into these Terms of Use and to comply with these Terms of Use.

Changes to these Terms of Use at any time, including but not limited to changing the charges associated with the use of the Services. Safestone will give you notice of such changes by posting the revised Terms of Use at safestone.org. If we change the charges associated with the use of the Services or make other material changes in this respect, we will notify you through the Service. It is your responsibility to ensure that you are aware of the then current Safestone Terms of Use at all times when you use the Services. If we make any changes to these Terms of Use, we will change the "effective" date above. By continuing to use the Services, you agree to the revised Terms of Use.

### **CHARGES**

When you register for the Services, you will be given an opportunity to select the specific services you desire from our service offerings. Subject to the Mobile Services Additional Terms above, certain service offerings included in the Services may be used without charge from Safestone whereas other services will be offered at premium charges. If premium charges apply to the specific service offerings you have selected, the charges, payment interval and other payment related information associated with the selected service offerings will be disclosed to you at the time you register for the Services and choose your desired service offerings. If you select services for which premium charges apply, you will be required to provide us with your Google/Apple ID and password, bank, debit card, credit card or Unified Payments Interface ("UPI") account information to enable Safestone to automatically (either monthly, annually or at other agreed upon intervals) charge your Apple/Google account, bank, debit card, credit card or UPI account the premium charges, if any, associated with the specific services you have selected. These charges will be applied to your Apple/Google account, bank, debit card, credit card or UPI account in advance of the period in which the services are to be provided or made

available to you. So for example, if the service offerings you select have a monthly billing cycle, we will charge your Apple/Google account, bank, debit card, credit card or UPI account at the beginning of the applicable month for the entire month. If the service offerings you select have a yearly billing schedule, we will charge your Apple/Google account, bank, debit card, credit card or UPI account at the beginning of the applicable year for the entire year. Other charges may apply when accessing the Services through one of our Partners. If Safestone decides to cancel a service offering for which you have prepaid, unless such cancellation is as a result of your breach of these Terms of Use, Safestone shall, in its sole discretion, refund the portion of the services which is unused or credit your account for the use of other service offerings. However, no prepaid charges shall be refundable to you should you terminate or cancel your account with Safestone. By registering for the Services and agreeing to these Terms of Use, you hereby authorize Safestone to charge your Apple/Google account, bank, debit card, credit card or UPI account on file with us for the premium charges associated with the service offerings you have selected and at the times and intervals agreed to when you selected such service offerings. You agree to maintain the accuracy, completeness and effectiveness of your billing information (including without limitation ensuring an active Apple/Google account, bank, debit card, credit card or UPI account with sufficient credit to make payments of all amounts due is authorized and included in the billing information) and to immediately make appropriate changes to your account of any changes to such Apple/Google account, bank, debit card, credit card or UPI account or other billing information. Should you fail to do so, Safestone shall have the right to immediately terminate or cancel your access to the Services without notice to you and shall have no liability to you or any third party for doing so. Safestone is committed to making all rates and charges visible and predictable to you. You acknowledge and accept, however, that Safestone may change the charges associated with your use of the Services and that, dependent on factors such as your mobile service plan, our Partners may charge you additional fees for the use of the Services.

LINKS TO THIRD PARTY SITES

The Services may contain links to other websites and mobile services ("Linked Sites" and "Linked Services"). The Linked Sites and Linked Services are not under the control of

Safestone and Safestone is not responsible for the contents of any Linked Site or the operation of any Linked Service, including without limitation any link contained in a Linked Service or on a Linked Site, or any changes or updates to a Linked Site or Linked Service. Safestone is not responsible for either the quality or character of webcasting or any other form of transmission received from any Linked Site or Linked Service. Safestone provides links to Linked Sites and Linked Services solely as a convenience, and accordingly, your access to or use of a Linked Site or Linked Service is at your sole risk. The inclusion of any link on the Services to a Linked Site or Linked Service does not imply endorsement by Safestone of the Linked Site or Linked Service or any association with its owners or operators. You should always read the privacy policy of a third-party website before providing any information to the website.

USE OF THE SERVICES

As a condition of your use of the Services, you warrant to Safestone that you will not use the Services for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services or Safestone Websites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services or Safestone Websites. The Services may contain Voice-over-IP based communications, SMS based communications, data sync service, application download services, chat support services, positioning services through GPS or triangulation technology, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with Safestone, other users of the Services, or the public at large (collectively, "Communication Services".) You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the Services. You agree not to misuse the Emergency/SOS feature provided in the App and you will solely use it during emergency situations that poses imminent danger to your life, person or property. In case of any misuse of the Emergency/SOS feature, you will be liable for any consequences or losses or liabilities arising from such misuse, directly or indirectly, in accordance with the applicable laws.

YOU AGREE THAT YOU SHALL NOT:

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Locate another user through our location services without their consent, unless the other user is a minor of whom you are a parent or legal guardian or a third party administrator authorized by a parent or legal guardian to locate through our location services. Locate another user through our location services if applicable laws do not permit you to locate digitally even after consent has been granted. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material, data or information. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer. Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages. Conduct or forward surveys, sweepstakes, contests, promotions, pyramid schemes or chain letters. Use of the Services or the Communication Services for any purpose other than personal safety purposes. The Services may not be sold, rented or otherwise commercialized with third parties. Register for more than one account or register for an account on behalf of an individual other than yourself or your child. Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded. Restrict or inhibit any other user from using and enjoying the Communication Services. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service. Harvest or otherwise collect information about others, including e-mail addresses, without their consent. Violate any applicable laws or regulations. Remove, alter, obscure, destroy, or attempt to circumvent any notices, proprietary marks or codes, means of identification, digital rights management tools or information included in or related to the Services. Reverse engineer, disassemble, decompile, convert into human-readable format, or otherwise attempt to derive the source code of any software included in or related to the

Services. Copy any ideas, features, functions or graphics included in or related to the Services. Safestone will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Safestone may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use. Safestone has no obligation to monitor the Communication Services. However, Safestone reserves the right to review the use of and/or materials posted to a Communication Service and to remove any materials in its sole discretion at any time. Safestone reserves the right to suspend or terminate your access to the Services or any or all of the Communication Services at any time without notice for any reason whatsoever. Safestone reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Safestone's sole discretion.

Safestone takes no responsibility for the proper functioning of any networks or servers, or any communications that occur over such networks and servers. Safestone makes no representations or warranties as to the interoperability of the Services with any network or servers. You acknowledge that Safestone shall have no liability to you or to any third party arising as a result of any networks or servers failing to perform in the manner intended, failure of the Services to properly operate with your network or servers or from any errors occurring on your networks or servers as a result of your use of the Services. You acknowledge and recognize that the Services is a self-help service provided through our Partners, applications, mobile networks, and the internet, and that Safestone does not always control or endorse the involvement of its users in the Services, including who is a user, administrator or co-administrator and, therefore, Safestone specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Services users are not authorized Safestone spokespersons, and their views do not necessarily reflect those of Safestone. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials. Safestone does not claim ownership of the materials you provide to Safestone or post, upload, input or submit to the Services (including pictures, personal details, feedback and suggestions) (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Safestone, its affiliated companies and necessary

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#### COPYRIGHT AND INTELLECTUAL PROPERTY POLICY

We respect the intellectual property rights of others. Please notify us in writing, by email or mail to our designated personnel listed below, if you believe that a user of the Services has infringed your intellectual property rights, pursuant to applicable copyright law. To be effective, the notification must include: identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single notification, a representative list of such works; identification of the claimed infringing material and information reasonably sufficient to permit Safestone to locate the material on the Services; information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or under the law; a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and your physical or

electronic signature. You acknowledge and agree that upon receipt and notice of a claim of infringement, we may immediately remove the identified materials from the Services without liability.

If we have taken down your materials due to suspicion of copyright infringement, you may dispute the alleged infringement by sending a written communication by email or mail to our designated personnel below. Such written communication must include the following: your physical or electronic signature; identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Courts of Mumbai, India, and that you will accept service of process from the person who provided notification of copyright infringement or an agent of such person. Please send all notices under the above copyright infringement policies by email or mail to the following individual, designated as Safestone's personnel for receipt of notifications of claimed infringement:

SAFESTONE

Email: team@safestone.org

Address: H4, Everard Nagar, Eastern Express Highway, Sion, Mumbai - 400022.

Your account will be terminated if, in our discretion, you are determined to be a repeat infringer. Repeat infringers are users who have been the subject of more than one valid takedown request that has not been successfully rebutted.

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SAFESTONE AND/OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (REFERRED TO COLLECTIVELY AS "AFFILIATES") BE LIABLE (i) FOR DAMAGES IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY YOU TO SAFESTONE IN THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE APPLICABLE CLAIM, OR (ii) ANY DAMAGE CAUSED BY OR IN CONNECTION WITH OUR PARTNERS' DELIVERY OF THE SERVICES OR (iii) FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF — USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE — USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO — USE THE SERVICES, SAFESTONE WEBSITES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICES OR SAFESTONE WEBSITES, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES OR SAFESTONE WEBSITES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, ABSOLUTE LIABILITY OR OTHERWISE, EVEN IF SAFESTONE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TO THE EXTENT SAFESTONE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF SAFESTONE'S LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR SAFESTONE WEBSITES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES AND SAFESTONE WEBSITES.

### **INDEMNIFICATION**

You agree to indemnify and defend Safestone and its Affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, fees of any kind (including reasonable attorneys' fees and legal costs), arising from or relating to: (a) any information (including Submissions) that you or anyone using your account submit, post, or transmit

through the Services or Safestone Websites; (b) the use of the Services or Safestone Websites by you or anyone using your account; (c) the violation of these Terms of Use by you or anyone using your account; or (d) the violation of any rights of any third party, including intellectual property, privacy, publicity, or other proprietary rights by you or anyone using your account. Safestone reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. If we do assume the defense of such a matter, you will reasonably cooperate with Safestone in such defense.

## **TERMINATION/ACCESS**

RESTRICTION

Safestone reserves the right, in its sole discretion, to terminate your access to the Services and Safestone Websites and the related services or any portion thereof at any time, without notice.

RIGHT OF WITHDRAWAL

When buying services online you may have the right to a 15 day cooling off period in which you can cancel your subscription to the Services. This does not, however, apply in so far as (i) the delivery has already commenced and this is undertaken with the prior consent of the consumer and (ii) the consumer has declared that he/she thereby waives his/her right of withdrawal. By accepting these terms and subscribing to the Service you hereby waive your right of withdrawal.

## COPYRIGHT AND TRADEMARK NOTICES

Other than Submissions belonging to users, we own or license the content on the Services and Safestone Websites, including software, text, visual and audio content (referred to together as "Content") and Safestone's trademarks, logos, and brand elements (referred to as "Marks"). The Content and Marks are protected under applicable national and international laws. The names of actual companies and products mentioned herein may be the trademarks of their respective owners. Any rights not expressly granted herein are reserved.

**PRIVACY** 

Safestone respects your privacy. We have therefore created a Privacy Policy in which

explains how we collect, use, disclose and protect your personal information. In your

dealings with Safestone, for example when you subscribe for the Services, you may

provide us with personal information. Personal information means any information that

directly or indirectly personally identifies you, like your name, street address, email etc.

This processing of personal information must be done in a lawful manner, subject to the

applicable laws and regulations in your area. Please see our privacy policy at [hyperlink]

to learn more about how we use and process your personal information.

**NOTICES** 

You agree that, with respect to any written notice we are required or permitted to give

you in connection with these Terms of Use, such notice shall be deemed effectively given

immediately upon electronic transmission of such notice to you at the email address set

forth in your account information.

**CONTACT INFORMATION** 

Email: team@safestone.org

Address: H4, Everard Nagar, Eastern Express Highway, Sion, Mumbai - 400022

**MISCELLANEOUS** 

These Terms of Use shall be governed by the laws of India. You hereby consent to the

exclusive jurisdiction and venue of appropriate Courts/Tribunals situated at Mumbai,

Maharashtra, India. Use of the Services is unauthorized in any jurisdiction that does not

give effect to all provisions of these Terms of Use, including without limitation, this

paragraph. You agree that no joint venture, partnership, employment, or agency

relationship exists between you and Safestone as a result of these Terms of Use or your

use of the Services. Safestone's performance of these Terms of Use is subject to existing

laws and legal process, and nothing contained in these Terms of Use is in derogation of

Safestone's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by Safestone with respect to such use. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, these Terms of Use constitutes the entire agreement between you and Safestone with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Safestone with respect to the Services. Please print a copy of these TERMS OF USE for you records and PLEASE check the Site frequently for any changes to these Terms of use.