

## Terms and Conditions

These Terms and Conditions (hereinafter “T&C”) are a legal agreement between you (“you”, “your”) and Impact Innovations Institute limited liability company, (“we”, “us”, “our” or “Safe YOU”) for use of “Safe YOU” mobile application (“App”), the website, the services provided through the App and all related features and content provided by us (collectively “Service(s)”).

Your access to and use of the Service is conditioned upon your acceptance of and compliance with T&C. These T&C apply to all visitors, users and others who wish to access the App or use the Services.

By accessing the App or using the Services, you agree to be bound by T&C. If you disagree with any part of the T&C then you do not have permission to access the Service.

## Ground Rules

**Eligibility:** You are only eligible to access the Service if you are of legal age in your country or if you have consent from your parent or guardian. There may be certain age restrictions for specific Services.

**Rules for Registration.** When you register for an account with us, the following rules apply:

- **Be True:** Provide accurate and current registration information.
- **Be You:** Keep your registration personal. Do not register for more than one Safe YOU account on behalf of someone else or transfer your account.
- **Be Secure:** Keep your username, password and other login credentials secure and do not allow anyone else to use your account.
- **Be Responsible:** Inform Safe YOU immediately of any unauthorized use of your Safe YOU account. You are responsible for anything that happens through your Safe YOU account – with or without your permission. You should use the Services responsibly, respecting applicable laws and regulations, including without limitation norms on fake announcement on crimes. Additionally you may not use the functions of the Safe YOU application (e.g. emergency sms) for entertaining or unlawful purposes. To the maximum extent allowed by applicable law, Safe YOU is not responsible for any loss or activity that results from the unauthorized or unlawful use of your account.

**You agree that you shall NOT:**

- Abuse, threaten or otherwise violate the legal rights of others.
- Publish, post, distribute or disseminate any inappropriate, threatening, infringing, obscene or unlawful topic, material or information.
- Advertise or offer to sell or buy any goods or services for any business purpose.
- Conduct or forward contests, promotions, pyramid schemes or chain letters.
- Use of the Helpline Services for any purpose other than personal safety purposes.

- Register for more than one account or register for an account on behalf of an individual other than yourself or your child.
- Collect personal information about others, including e-mail addresses, without their consent.

## **Data Protection**

Any personal information you supply to us, when using the App will be used by us in accordance with our Privacy Policy.

## **Network Access and Devices**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Safe YOU does not guarantee that the Services, or any portion thereof, will function on any hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of Safe YOU and its licensors. "Safe YOU" and certain related names and logos are IP of Safe YOU, and are protected by respective laws of both the Republic of Armenia and foreign countries. Our IP may not be used in connection with any product or service without the prior written consent of Safe YOU.

Subject to Your compliance with these T&C, we grant You a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Services (Applications) on Your personal device solely in connection with Your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for Your personal, noncommercial use.

## **Ownership**

The Services and all rights therein are and shall remain Safe YOU's property or the property of Safe YOU's licensors. Neither these T&C nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Safe YOU's company names, logos, product and service names, IP or services marks or those of Safe YOU's licensors.

## **Links To Other Websites, Third Party Services and Content**

Our Service may contain links to third party web sites or services or the Services may be made available or accessed in connection with third party services and content (including advertising) that are not owned or controlled by Safe YOU.

Safe YOU has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Safe YOU 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 content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

### **Termination**

If we determine that you or your associated children's Accounts have violated any term of these T&C or any other terms connected with Safe YOU Services, we may take actions to protect our interests, including termination or suspension of your Account or associated Accounts of your children, automatic removal or blockage of content, implementation of upgrades or devices intended to discontinue unauthorized use. After your Account is terminated, you will not be able to access the Services.

All provisions of the T&C which by their nature should survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Indemnification**

You agree to defend, indemnify and hold harmless Safe YOU and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your device and application; b) a breach of these T&C.

### **Warranty disclaimer and Limitation of Liability**

No warranty is given about the quality, functionality or performance of Services, or any content or service offered on or through Safe YOU Services. Your use of the App is at your sole risk. All services are provided "AS IS" and "AS AVAILABLE" with all faults. We may change, add or remove functionalities or features in our App, and we may suspend or stop our services altogether. We do not warrant that the Service and content will be uninterrupted, error-free or without delays. In addition to the limitations of liability of this agreement, we expressly disclaim any implied warranty of fitness for a particular purpose and warranty of non-infringement. We assume no liability for any

inability to purchase, access, download or use any content, data or service offered through the App. In no event shall Safe YOU, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### **Restrictions.**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Safe YOU; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### **Governing Law**

These T&C shall be governed and construed in accordance with the laws of the Republic of Armenia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these T&C will not be considered a waiver of those rights. If any provision of these T&C is held to be invalid or unenforceable by a court, the remaining provisions of these T&C will remain in effect. These T&C constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

User agrees to submit to jurisdiction in the Republic of Armenia and further agrees that any dispute which is not solved by negotiations, cause of action, arising under these T&C must be brought exclusively in the competent state courts of the Republic of Armenia.

### **Changes**

Our T&C may change. Some jurisdictions do not permit unilateral updates or changes to consumer terms, so this paragraph may not apply to you. We may update these T&C from time to time. If a material change is made, we will post a notice. Read through any changes, and if you do not agree to them, please stop using the Service. If you continue to use the Service after we notify you of changes, you will be deemed to have accepted the updated T&C, except to the extent prohibited by applicable law.

### **Contact Us**

For further information or If you have any questions about T&C, please contact us by [info@safeyou.space](mailto:info@safeyou.space)

## Privacy Policy

This Privacy Policy (“Privacy Policy”) is a legal agreement between you (“you”, “your”) and Impact Innovations Institute limited liability company, its licensors, agents (“we”, “us” or “our”) for use of “Safe YOU” mobile application (“App”), the website, the services provided through the App and all related features and content provided by us (collectively “Service(s)”).

***You are hereby notified that for the purposes of Services provision we have to collect and process certain data (“Data”) related to you or your device(s).***

By creating an account or accessing or using the App, you provide your consent to collection and processing of the data in accordance with this Privacy Policy. **IF YOU DO NOT AGREE TO THE TERMS CONTAINED HEREIN YOU MAY NOT ACCESS OR USE THE APP.**

All those subject to this Privacy Policy are referred to as “Users” for purposes of this Privacy Policy.

### **Types of Data collected**

Among the types of Personal Data that the App collects, by itself or through third parties, there are: Usage Data, unique device identifiers for advertising (Google Advertiser ID or IDFA, for example), your first name, your last name, date of birth, marital status, phone number, , location, Device & app history.

Additionally, depending on the User's specific device, the App may request certain permissions that allow it to access the User's device Data. For example the App will ask you to grant permission to record audio, this will let the App automatically record audio when you press and hold the help button and send an emergency sms to your chosen contacts. Also the app will ask a permission to access your contacts list so that you can import emergency contacts into the App’s support section.

By default, all permissions must be granted by the User before the respective information can be accessed. Once the permission has been given, it can be revoked by the User at any time. In order to revoke these permissions, Users may refer to the device settings or contact us for support by contact details provided in the present document.

Please note that the revoking of such permissions might impact the proper functioning of Service and may even make it impossible for the App to function on your device.

**Location Information:** When you start using the App the location services of your phone should be enabled.. The Service cannot be used without switched on location. We collect your location information to be able to send your personal and service contacts your location when you press the Help button in emergency situations.

**Device Information:** We may collect information about Users mobile device, including, for example, the hardware model, operating system and version, preferred language, and mobile network information.

Usage Information: In order to improve Service platform, we automatically receive information about User's interactions, the actions within the App.

Personal Data may be freely provided by the User, or, in case of Usage Data, collected automatically when using Service.

Unless specified otherwise, all Data requested by Service is mandatory and failure to provide this Data may make it impossible for us to provide Services. In cases where Service specifically states that some Data is not mandatory, Users are free not to communicate this Data.

Additionally, while using our Services you may provide us data on your personal life, such as related to your health, to your family, to your physical and physiological well being etc. Please be aware that the information you share through our forums with other users is shared under your nickname, thereby you can always choose a random nickname to hide your real name and surname from other users or professionals who have access to discussions in our forums.

### **Purpose of collection and processing of the Data**

We may use your Personal Data for the following purposes:

- To provide you security services of the App;
- to analyze, operate, maintain and improve the App, to add new features and services to the App, to support the existing functions of the App;
- to customize content and materials you see when you use the App;
- to customize product and service offerings and recommendations to you, including third-party products and offerings;
- to verify your identity when it is required by law;
- to send you technical notices, updates, security alerts and support and administrative messages;
- for any other purposes disclosed to you at the time we collect Personal Data or any other purposes indicated in this Privacy Policy.

### **Mode and place of processing the Data**

#### **Methods of processing**

We take appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data.

The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. Besides us, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of Service (administration, legal, system administration) or external parties (such as third-party

technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by us.

By default we do not share any of your Personal data which anyhow identifies you with any of our network member NGO's, professionals or State Authorities. We may only share your Personal Data to provide you security Services when you choose to press the Help button in our App.

Additionally, we may also share impersonalized (meta) information with service providers who need access to such information to carry out work on our behalf, with third party or organizations, who provide services or promotions which can be interesting for you.

You are responsible for any third-party Personal Data obtained, published or shared through Service and confirm that you have the third party's consent to provide the Data to us.

You are also responsible for sharing your Personal Data with any third party listed in App's Network section, whom you have separately contacted. Please make sure to learn their privacy policies before providing them with any Personal Data.

### **Retention time**

Personal Data shall be processed and stored for as long as required by the purpose they have been collected for.

### **Therefore:**

Personal Data collected for the purposes of our legitimate interests shall be retained as long as needed to fulfill such purposes. Users may find specific information regarding the legitimate interests pursued us within the relevant sections of this document, in our terms of use or by contacting us.

We may be allowed to retain Personal Data for a longer period whenever the User has given consent to such processing, as long as such consent is not withdrawn. Furthermore, the We may be obliged to retain Personal Data for a longer period whenever required to do so for the performance of a legal obligation or upon order of an authority.

Once the retention period expires, Personal Data shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

### **Governing Law**

This Privacy Policy shall be governed and construed in accordance with the laws of Republic of Armenia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of this Privacy Policy will not be considered a waiver of those rights. If any provision of this Privacy Policy is held to be invalid or unenforceable by a court, the remaining provisions of this Privacy Policy will remain in effect. This Privacy Policy



constitutes the entire agreement between us regarding our Service, and supersedes and replaces any prior agreements we might have had between us regarding the Service.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace this Privacy Policy at any time.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised Privacy Policy. If you do not agree to the new terms (Privacy Policy), you are no longer authorized to use the Service.

### **Contact Us**

If you have any questions about this Privacy Policy, please contact us at [info@safeyou.space](mailto:info@safeyou.space) .