

Application License Agreement

Global Warning System AB (GWS), has designed this application on behalf of Dr. Walter GmbH (Dr. Walter). (GWS) is committed to protecting your privacy and to comply with applicable data protection and privacy laws. Throughout this Privacy Policy the term “personal data” means information relating to an identified or identifiable individual (i.e. a natural person). “GWS” refers to GWS Production AB, Ideon Gateway, Scheelevägen 27, 22363 Lund, Sweden, www.globalwarningsystem.com, support@globalwarningsystem.com, including its affiliates (also referred to as “we”, “us”, or “our”).

This Privacy Policy applies to personal data collected in connection with products and services offered by GWS and its suppliers or from other interactions with us where a link or other reference of incorporation to this Privacy Policy is made. This Privacy Policy is a part of the Terms and Conditions. Same defined terms are used in this Privacy Policy as in the Terms and Conditions.

By using this Service and/or by submitting personal data to the GWS, you express your agreement to the processing of your personal data in the manner provided here and in the Terms and Conditions. If you do not agree with the terms and conditions of the Privacy Policy, please do not use this Service or provide us with your personal data.

By accepting the following terms you, among other things, allow GWS PRODUCTION AB (“GWS”) on behalf of Dr. Walter to:

- * collect and store positional data
- * collect and store your phone number and send text messages (“SMS”) to you
- * store your name
- * and that you accept that you will have no regret for your purchase

TERMS OF USE

GENERAL

These terms of use (the “Terms”) constitute a legal agreement and govern your access to the Dr. Walter Service MY-SAFETY-ASSISTANT (the “Service”) through the use of the Dr. Walter Service MY-SAFETY-ASSISTANT Application (the “Licensed Application”).

You must agree to these Terms before you can use the Service. You can agree to the Terms either by actually using the Service or clicking a box that indicates that you agree to the Service, where such a box is made available to you.

GWS reserves the right to update or change the Service and these Terms from time to time and recommends that you review the Terms on a regular basis. You can review the most current version of the Terms at any time at www.globalwarningsystem.com.

Any updates or changes to the Service and the Terms will be effective on the date the update or change is made. Your subsequent use of the Licensed Application following the date of any update or change will constitute your acceptance of the Terms as revised. If you do not agree to the revised Terms, then you must stop using the Licensed Application.

GRANT OF LICENSE

These Terms authorise you to use the Licensed Application to access and use the Service as described and published at www.my-safety-assistant.com. This Agreement and any of the licenses, programs or materials to which it applies may not be assigned, sub-licensed, hired, lent or otherwise transferred by you. You may not modify, translate, disassemble, decompile or reverse-engineer the Licensed Application or any copy, in whole or in part, unless GWS prior written consent is obtained or is not required by law.

COPYRIGHT AND OTHER INTELLECTUAL PROPERTY

MY-SAFETY-ASSISTANT is a registered trademark of Dr. Walter. By accepting these Terms you acknowledge that this Agreement does not give you ownership or title in the Licensed Application or gives you any right whatsoever in any associated source code or in any other intellectual property of

GWS or its suppliers. You also accept that title, ownership and intellectual property rights to the Licensed Application, the Service and any content transmitted through the Service, shall remain vested in GWS and its suppliers. The Licensed Application is protected under copyright law and international treaties.

SERVICE

The Service provided to you is described at www.my-safety-assistant.com.

REGISTRATION AND FULL ACCESS TO THE SERVICE

After installation of the Licensed Application all the built-in functions in the Service will not be available. In order to make all functions available, you must register an account with MY-SAFETY-ASSISTANT by sending a SMS to MY-SAFETY-ASSISTANT's server. The relevant registration number for the SMS is provided after installation. By sending the SMS you will activate a limited free trial period with access to all functions of the Service. After the end of the trial period you must make in-app-purchases in order to get continued access to all functions of the Service.

PERSONAL DATA

You accept that GWS collects and stores your first and last name, phone number, supposed native country, your cellular phone's type, model and operating system, reservations regarding flights, hotels, train tickets and other kinds of travel documents. Furthermore you accept that GWS collects and stores, after the personal data having been provided by you or after your approval hereof, copies of your passport, case sheet and other information regarding your state of health and name and phone numbers to relatives, friends and colleagues. The personal data is collected and stored in order to make it possible to transmit the Service to your phone. You accept that this personal data will be saved for up to two years after your account has expired to be used for analyses and service improvements.

POSITIONAL DATA

You accept that GWS continuously gathers, stores and analyses positional data from your phone and the networks the phone is connected to. This is necessary for the Licensed Application to work as intended and you to be provided with the Service. The positional data will be saved for a period of up to two years to be used for analyses and service improvements.

YOUR RIGHTS

You may, once a year, demand and receive information about GWS treatment of personal and positional data related to you. You are entitled to have incorrect data corrected. You may revoke the right for GWS to gather, store, analyse or otherwise treat personal and positional data regarding you. In such case the Service will cease. You are entitled to have the personal and positional data related to you deleted after two years counted from when GWS confirmed the explicit request of this action from you. Instructions on how to contact GWS in these matters can be found at the beginning of this Agreement.

SMS

You accept that GWS sends text messages, SMS, to your phone.

USE

You are not allowed to, in an automated and/or commercial way, disseminate or publish the information received through the Service.

For the service to function properly you must follow the use and configuring instructions from time to time published at: www.dr-walter.com/my-safety-assistant.

CONFIDENTIALITY

Regarding personal and positional data, GWS is subject to the rules of confidentiality stated in the Swedish Personal Data Act (SFS 1998:204). No personal or positional data will deliberately be disclosed by GWS to third parties, unless and to the extent you have activated the service to distribute your position data to the contacts you have chosen.

COSTS

You are responsible for all costs related to the use of the Service.

NO RIGHT OF REGRET

You accept that there is no right of regret following from the purchase of the Service.

EQUIPMENT ETC.

You are solely responsible for the technical equipment and any additional services needed to use the Licensed Application and access the Service, such as a phone with carrier subscription.

FUTURE UPGRADES

This License does not grant any rights to obtaining future upgrades, updates or supplements of the Software in the Licensed Application. If upgrades, updates or supplements of the Licensed Application are obtained, however, the use of such upgrades or updates is governed by this Agreement and the amendments that may accompany them and may be subject to additional payments and conditions.

LIABILITY

To the extent permitted by law, GWS shall in no event be liable for any direct, indirect, special, consequential, incidental, or punitive damages whatsoever (including, without limitation, damages for loss of business profits, business interruptions, loss of business information, or other pecuniary loss) arising out of this Agreement, even if GWS has been advised of the possibility of such damages. This limited liability also applies to your use of or inability to use the Licensed Application, your use of or reliance of the Service or on any data you may access in connection with the Service and the use of the Licensed Application.

GWS undertakes no liability to you for any malfunction or non-compatibility of your equipment and connected services with the Service and the Licensed Application. Furthermore GWS shall not be liable at any rate if you, after having installed the Licensed Application, upgrades the operating system of the phone where the Licensed Application have been installed, and that upgrade results in non-compatibility of any sort with the Licensed Application.

In case the Service in the Licensed Application fails to warn you of an accident of any kind or any unexpected or uncommon event, including but not limited to; terrorist actions, rebellions, storms, natural disasters and the like, which could affect you at your location and directly or indirectly lead to death, personal injury or severe physical damage and/or financial loss, GWS shall be held totally without liability, regardless if the failure can be traced back to GWS or your network operator. This excluding of liability also applies if the Licensed Application fails to provide you with an emergency telephone number or fails to provide you with the built-in emergency call function when this is needed.

If the Licensed Application by any chance damages or affects the phone on which it is installed in a negative way and this leads to consequential damages of any type, GWS shall bear no liability. GWS disclaims any and all liability for the acts, omissions and conduct of any third parties outside GWS's reasonable control in connection with or related to improper customer use of the Licensed Application or the Service. The sole remedy for you against GWS for dissatisfaction with the Licensed Application is to stop using it.

If, notwithstanding the other provisions of these Terms, GWS is found to be liable to you for any damage or loss, which arises out of or is in any way connected with the Terms, GWS' liability shall in no event exceed your quarterly payments for the Service.

DISCLAIMERS

The Licensed Application is provided "As is" and "With all faults" and the entire risk as to the quality and performance of the software rest with you. Should the software prove defective, you are yourself liable for the entire cost of all necessary servicing and repair. GWS hereby disclaims all warranties with respect to the Licensed Application, express or implied, including any warranties of merchantability, non-infringement, or fitness for a particular use or purpose. GWS does not and cannot warrant that the Service and/or the Licensed Application will meet your requirements in any respect, or that they operate in a manner that is completely uninterrupted or error-free nor that any information provided is always accurate. Use of the Licensed Application is at your own risk.

TERMINATION

This Agreement is effective until it is terminated. You may terminate this Agreement at any time by destroying all copies of the Licensed Application in your possession or under your control. This Agreement will automatically terminate if you violate any of the terms of this Agreement. Upon termination of this Agreement, all license rights granted to you shall immediately terminate. All other provisions of this Agreement shall survive such termination.

APPLE REQUIREMENTS

You acknowledge and agree that (i) these Terms are concluded between you and GWS only, and not Apple, Inc. nor its subsidiaries (hereinafter – “Apple”); (ii) GWS, and not Apple, is solely responsible for the Licensed Application and the content thereof; (iii) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application; (iv) in the event of any failure of the Licensed Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Licensed Application to you; (v) to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application; (vi) Apple is not responsible for any claims, losses, liabilities, damages, costs or expenses that you may have arising out of your use of the Licensed Application; (vii) Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim related to the Licensed Application or your possession and use of the Licensed Application, nor is Apple responsible if the Licensed Application or your possession and use of the Licensed Application infringes any third party's intellectual property rights; and (viii) you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

GOVERNING LAW AND DISPUTES

These Terms shall be governed by and be construed in accordance with Swedish law. Swedish Public Courts shall settle any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof. No other legal forum shall be available.

END NOTES

If any of the above provisions or portions thereof are invalid under any applicable law, they are to that extent only deemed to be omitted.

Any third party supplier of software contained in the Licensed Application may protect its rights in the Licensed Application against violations of this Agreement, including any infringement of the third party supplier's copyrights.

THE DATA WE COLLECT

When you use or register for our Service or otherwise interact with us, we may ask you to provide us with information such as your name, email address, phone number, as well as user names, passwords and other such credentials that are used to authenticate users and to validate their actions or that may be needed to provide you with the products and services you have requested or to communicate with you. Your name, user name, mobile phone number, and email address will be stored by the Company.

The Service utilizes location information derived from multiple sources (e.g. GPS) to determine the location of your mobile device ("your location"), which is necessary for the Service to function properly. The information may be used for locating your position in real time by other users of the Service. However, you need to enable the real time location and sharing if want to use the real time location sharing functionality of the Service. This requires a specific action from you.

For the most part, you may visit our websites or use our products or services without having to tell us who you are. However, certain technical information is normally collected as a standard part of your use of our services. Such information includes, for example, your IP-address, access times, the website you linked from, pages you visit, the links you use, and other content you viewed, information about your devices and other such technical information your browser provides us with or as may be otherwise collected in connection with certain products and services. When you use our services or otherwise interact with us over telecommunications networks, certain additional information, such as your mobile subscription number, may be transmitted to us by the telecommunications operator as a standard part of that communication.

We will store your personal data and other information that you provide to us through the Service or otherwise in our website for so long as you are a registered in the Service. After you cease to be a registered in the Service we will keep your information on our records for a limited period of time to

enable us to respond to any queries that you may have. After this we will delete all of your information from our records, apart from any data that we are required to keep for legal purposes.

THE PURPOSES FOR WHICH WE PROCESS YOUR PERSONAL DATA

Your personal data may be processed for following purposes and to the extent necessary for that purpose: i) performance of the agreement or fulfilment of your request; ii) to ensure the security of the Service iii) development and improvement of our products and services; iv) communicating with you; v) personalizing our offering, for example to make recommendations and to display customized content on our website; vi) creation of statistical information; vii) compliance with mandatory legal requirements and/or in connection with law enforcement or other civil or criminal legal proceedings.

We may use your personal data to communicate with you, for example, to provide information relating to our products and/or services you are using or to contact you for customer satisfaction queries. We may use your personal data for marketing or research purposes, for example, to conduct market research and we may, in accordance with applicable law, contact you to inform you of new products, services or promotions we may offer. However, GWS does not disclose your personal data to such companies or any other company for marketing purposes without your prior consent.

SHARING OF POSITION TO THE EMPLOYER

The employer, if purchased such a service, can access the positional information about the Users phone. According to Swedish Personal Data Act (SFS 1998:204,) the employer may only use the positional information if he has a legitimate reason, like the safety of the employee.

SHARING YOUR PERSONAL DATA

We do not sell, lease, rent or otherwise disclose your personal data to unauthorized third parties without your explicit consent unless expressly otherwise stated below.

We may provide your personal data to third parties who work on our behalf for the above purposes. Such parties are not permitted to use your personal data for other purposes, and we require them to act consistently with this Privacy Policy and to use appropriate security measures to protect your personal data.

Our services may be provided using resources locating in various countries around the world. Therefore your personal data may be transferred across international borders outside the country where you use our Services, including to countries outside the European Economic Area (EEA) that do not have laws providing specific protection for personal data or that have different legal rules on data protection, for example, the United States of America. In such cases we take steps to ensure that there is a legal basis for such a transfer and that adequate protection for your personal data is provided as required by applicable law, for example, by using standard agreements approved by relevant authorities (where necessary) and by requiring the use of other appropriate technical and organizational information security measures.

We may be obligated by mandatory legislation to disclose your personal data to certain authorities, such as law enforcement agencies. We may also process your personal data in case needed to defend our legitimate interests in civil or criminal legal proceedings.

In the event that GWS is acquired by or merged with a third-party entity, or we transfer the Service to a third party, we reserve the right, in any of these circumstances, to transfer or assign your personal data and other information we have collected from you as part of such merger, acquisition, sale, transfer or other change of control.

SECURITY OF YOUR INFORMATION

We recognize our responsibility to protect the personal data and other information you have provide us. We take appropriate technical and organizational information security measures to safeguard your personal data against loss and misuse, as well as unauthorized access. However we cannot fully eliminate security risks associated with personal data and we cannot be held liable for any

unauthorized access or use of the data you have supplied to us.

USE OF COOKIES

Cookies are used to identify you to our web server. The use of cookies is standard on the Internet. Cookies are a software technology that helps to enhance browsing and to customize our sites to your preferences. User information is saved in cookies to avoid users having to repeatedly log in when they want to enter the Service. Cookies are also used for website traffic analysis and anonymous demographic profiling so that we may improve our services. You may choose to set up your browser to refuse cookies or alert you when cookies are sent.

OTHER SITES

Our services or products may contain links to other websites and other third party services that have privacy policies of their own. We have no control over, do not review, and cannot be responsible for these third party websites or their content.

YOUR RIGHTS

In case you wish to know what personal data we hold about you or you wish to replenish, rectify, anonymize or delete any incomplete, incorrect or outdated personal data, or you wish us to cease processing your personal data for the purpose of sending promotional materials or direct marketing or for the performance of market research or on other compelling legal grounds, you may, as appropriate and in accordance with applicable law, exercise such rights by contacting us through the contact points referred to below. In some cases, especially if you wish us to delete or cease the processing of your personal data, this may also mean that we may not be able to continue to provide the Service to you.

Please note that GWS may need to identify you and to ask for additional information in order to be able to fulfil your above request. Please also note that applicable law may contain restrictions and other provisions that relate to your above rights.

THE CONTROLLER OF YOUR PERSONAL DATA AND CONTACT DETAILS

If you have any additional questions or concerns about this Policy or our information practices, please feel free to contact us at any time at www.globalwarningsystem.com

REGISTER NAME

Customers register for GWS products and services.

CHANGES TO THIS PRIVACY POLICY

GWS may from time to time change this Privacy Policy or change, modify or withdraw access to this site at any time with or without notice. However, if this Privacy Policy is changed in a material, adverse way, GWS will post a notice advising of such change at the beginning of this Privacy Policy and on this site's home page. We recommend that you revisit this Privacy Policy from time to time to learn of any such changes to this Privacy Policy. Your continued use of the Service constitutes your agreement to this Privacy Policy and any future revisions.

CONTACT

Any end-user questions, complaints or claims with respect to the Licensed Application should be directed to Dr. Walter.

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