

## End User Licence Agreement for Securiton AG MobileAccess

Please read the following Agreement thoroughly and in its entirety.

**Important notice:** By downloading and/or using the Securiton App, you are confirming that you have read and understood the terms of this Agreement and that you accept these terms and conditions of use. Securiton AG (hereinafter: Securiton) holds all rights to the MobileAccess application (hereinafter: the App). Use of the App (incl. Trusted Service and LEGIC Mobile Software Development Kits provided by LEGIC Identsystems AG) is permitted subject to the terms of this Agreement exclusively.

### 1 Scope

This document is an End User Licence Agreement between you (the user) and Securiton (the provider/licensor) for the use of the Securiton App. The App enables the user to use the Securiton access control system on a mobile device.

This Licence Agreement sets forth the terms and conditions for using the Securiton App. The following provisions also apply to all updates/upgrades and program modifications for the App made available for download by Securiton, unless they are part of a separate agreement. If they are part of a separate agreement, the provisions regarding the update/upgrade or program modification shall apply exclusively.

### 2 Start of the Agreement

By downloading and/or using the Securiton App, the user confirms that they have read and understood this Agreement and that they accept these terms and conditions of use. The Agreement enters into force when the download begins. We ask users to read this document thoroughly and in its entirety in advance.

### 3 Copyright and property rights

Securiton is the holder of all copyrights and other intellectual property rights relating to the App. Securiton also holds all ownership rights relating to the App. Securiton's ownership rights relating to the App are not affected by the Licence Agreement. Only the limited usage rights to the software described in Section 5 are granted.

Securiton is entitled to assert any rights not expressly granted herein.

## 4 Prerequisites for use

It is assumed that users who use the Securiton App have access to the Internet and a compatible mobile device; for certain applications this needs to be BLE (Bluetooth Low Energy) compatible.

The App must be used simultaneously with the third-party cloud platform LEGIC Connect and a connectivity solution via the Securiton access control system.

## 5 Licensing

Securiton grants the user the personal, non-exclusive, non-transferable and non-sub-licensable right to download the App, to install it on a single licensed mobile device owned by the user or subject to control by the user, and to use it as stipulated in this Agreement.

The App includes Open-Source Software (OSS) or a similar third-party code, which is listed in the info section of the App. These terms and conditions do not restrict the rights granted to the user in the OSS end-user licence terms and conditions.

## 6 User data

Securiton is entitled to use data generated by its products and data that are input by the user such as e-mail address and mobile phone number. All data obtained by Securiton are handled in a manner that complies with the Swiss Federal Act on Data Protection (FADP). By using the App, the user consents to processing of their data by Securiton for one or more of the following purposes:

- Analysis and maintenance
- Configuration management
- Analysis of customer behaviour and optimisation of our offers and marketing
- Provision and sale of our products and services
- Processing of contracts
- Provision, administration and execution of customer communication

Furthermore, Securiton is entitled to store, process, transmit, disclose, use, modify, edit, change, expand, gather, analyse, evaluate, and market these data and information and to send them to third parties in any manner it wishes, without having to obtain additional consent from the customer, provided it complies with applicable data protection law and the Securiton AG Privacy Policy.

All data are stored in at least two (2) independent regions within Switzerland and/or an EU member state; this is performed by an external provider of Securiton (LEGIC).

An exception applies if the system operator selects registration via mobile phone number for users; in such cases, two-factor authentication via SMS is required. In such instances registration takes place via LEGIC Connect, which is provided by our systems supplier LEGIC. The required token for registration or login is sent via the third-party providers Twilio and Vonage, and the mobile phone number and token are additionally stored by Twilio and Vonage at their host locations in the USA.

The user is entitled to ask Securiton, free of charge and at any time, for information concerning the data that Securiton has stored about them. This may include, for example, information about the origin of the data, the recipients to whom the data have been transmitted, and the purpose for which the data are being stored. The user can also request that their data be amended or deleted, unless there are legal grounds that prevent this.

If the user has already consented to their data being used, they can revoke this at any time. This will mean their data are deleted, unless there are legal grounds preventing this. In such instances, Securiton blocks the user data so that they can only be used for the purposes required by law. Users can refer any questions they may have about data processing to the support team. To prevent fraud, such requests should be accompanied by a self-declaration and proof of identity (copy of ID card); in all instances we respond to such requests in writing. Aside from this, the Securiton Privacy Policy on our website applies (<https://www.securiton.ch/en/privacy-policy>).

## **7 Maintenance and support**

Securiton will create updates for the App at its own discretion and will make them accessible. If the user fails to install the updates provided by Securiton, Securiton cannot guarantee the functionality of the App.

## **8 Duties of the user**

The user must not

- breach standards of public decency with usage behaviour;
- breach any copyright, other intellectual property rights or ownership rights;
- breach any relevant third-party agreements.

The user must take the necessary measures to ensure that the App and mobile device are handled with due care. In doing so, the user should take into account that the App and device may be used for potentially critical functions (e.g. access to restricted areas, residential premises and/or business premises or similar) and that any unauthorised use of the App may have serious consequences.

If the user is no longer able to access and use their mobile device, they must notify the account holder (typically the system operator) immediately and arrange for them or some other authorised party to provide an alternative access method.

The user must ensure that the operating system is kept up-to-date and secure on their mobile device and on Internet routers/firewalls. The user must also take precautions to ensure their mobile device and computer or network are secure, and in particular must back up their data regularly and use the latest version of anti-virus and anti-malware software.

The user must keep PINs and passwords secret to prevent misuse or unauthorised use by third parties. The user must also ensure that Securiton products are not freely accessible and that they are protected against unauthorised access.

Data security when using the App: the user is responsible for protecting any data entered. Securiton recommends that any operating system functions for synchronising App data be disabled, and the device be securely locked.

The user hereby gives assurance that they are not in a country upon which the US government has declared an embargo or which the US government has classified as a “state sponsor of terrorism” and that they are not on a list of parties forbidden or restricted by the US government.

## **9 Defects of title**

Securiton hereby guarantees that the use of the App by the user under the terms of this Agreement does not conflict with the rights of third parties (“defects of title”). In the event of a defect of title, Securiton shall ensure, in a manner of its choosing, legally unobjectionable use of the App by the user.

The user shall notify Securiton immediately in writing if a third party asserts a claim against them in connection with protected rights to the software (e.g. copyright or patent rights). The user hereby authorises Securiton to deal with all future disputes with third parties independently. Insofar as Securiton invokes this authorisation, the user must not recognise the third party’s claims without Securiton’s agreement. Securiton shall defend itself against the third party’s claims at its own expense and indemnify the user against all costs associated with contesting these claims, unless they arise from non-compliant behaviour by the user (e.g. using programs in a manner that infringes this Agreement).

## **10 Limits on warranty**

### **10.1 Uptime**

Securiton aims to achieve average annual uptime of 96% for components for which Securiton is responsible. However, Securiton cannot guarantee that usage will at all times be free from downtime or faults. As soon as Securiton becomes aware of a fault, Securiton shall make its best effort to resolve it within an appropriate period. Temporary downtime may occur due to routine maintenance schedules, faults in providers’ or network operators’ systems, or force majeure. Securiton provides no warranty for such situations.

Securiton is not responsible for the user’s Internet connection, mobile devices, or network components, notwithstanding the fact that they are required for trouble-free use of the App.

### **10.2 Free App: No warranty**

Securiton shall make the App available to the user on an “as is” basis, without any form of maintenance or support.

Securiton provides no warranty or implicit guarantee of marketability or suitability for a specific purpose, and Securiton does not guarantee that the free App provided under the terms of this Agreement will have no defects.

### **10.3 Commercial App: Product warranty**

#### **10.3.1 Scope**

For the duration of the warranty period, Securiton guarantees that when used in the contractually agreed manner the App will perform the functions described in the app store and/or user documentation. In other cases it shall be deemed that the software has a warranty defect (hereinafter: defect). However, the user hereby acknowledges that despite due care it is impossible to completely rule out faults in the functioning of the software, and that the uninterrupted functioning of the software cannot be completely guaranteed.

The warranty period for the App is 24 months from the date of initial download and/or initial use by the user.

#### **10.3.2 Notice of defects**

In the event of a defect, the user must immediately, or no later than 10 calendar days after discovering the defect, send Securiton written notification and suitable documentation.

#### **10.3.3 Resolution of defects**

Software defects reported during the contractually agreed warranty period shall be resolved by rectification or replacement, at Securiton's discretion. A workaround or suppression of a defect is a permitted form of rectification.

Multiple rectifications and replacements are permitted. If the rectification or replacement also fails, the user is entitled to withdraw from this Agreement. The user's declaration to withdraw from this Agreement ends their right to use the App. Any licence fee charged to the user shall be reimbursed.

Any further warranty claims by the user (including the right to reduce the licence fee, or payment of damages) are hereby explicitly disclaimed.

#### **Limits**

Securiton shall be relieved of its warranty obligations if a defect in the App is the result of circumstances beyond its control.

The technical data, specifications and descriptions in Securiton's user documentation or other documentation (including app stores) do not constitute an assurance, unless Securiton explicitly states in writing that they constitute an assurance.

## **11 Liability**

For direct or immediate damages, each party shall be liable to the other only to the extent of the annual fee charged for the App. Liability for indirect or incidental damages is hereby disclaimed. Limits on liability and liability waivers apply to contractual, non-contractual and quasi-contractual claims.

Each party's reserves the right to assert liability claims for damages caused by intentional or gross negligence. Claims arising from product liability may also be asserted.

## **12 Life of the Agreement; termination of the Agreement**

This licence agreement shall remain in force indefinitely. The parties' right to terminate if there are significant grounds shall remain unaffected. Significant grounds shall be deemed present in particular if the usage rights set forth in this licence agreement are exceeded, or if rights and obligations in this Agreement have been otherwise breached, as a result of which Securiton cannot reasonably be expected to continue to uphold the licence agreement.

If this Agreement is terminated, use of the App must be stopped immediately, and the software and all copies thereof must be permanently deleted.

## **13 Applicable law; jurisdiction**

Swiss law shall apply, with the explicit exclusion of UN CISG. The exclusive place of jurisdiction for all legal disputes arising from or in connection with this agreement is Bern.

In case of doubt or in court, the German version of Securiton's General Terms and Conditions shall apply.

## **14 Severability clause**

If individual provisions in this Agreement are ineffective or unenforceable, or become so after the Agreement is drawn up, this shall not affect the validity of the rest of the Agreement. The ineffective or unenforceable provision shall be replaced by an effective and enforceable provision that approximates as closely as possible what the contracting parties sought with the ineffective or unenforceable provision. The above provisions shall apply by analogy in the event of gaps or omissions in this Agreement.

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A Swiss Securitas Group company  
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