

# MASC EXECUTIVE

## JOURNEYCALL

# Terms and Conditions

### 1. The agreement

This agreement is written in English (UK). To the extent any translated version of this agreement conflicts with the English version, the English version shall prevail. This agreement shall be governed by and construed in all respects in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts in respect of the interpretation of, and any disputes relating to, this agreement or any of its provisions.

Defined terms used in this agreement are set out at the end of this agreement.

Your use of the Services, this website and the mobile applications is subject at all times to the terms and conditions set out in this agreement ("Terms"). You may not use the Services if you do not agree with the Terms, nor if you are under the legal age or are otherwise incapable or unable to be legally bound by the Terms.

### 2. Privacy

Your privacy is very important to us. We created our privacy policy to make important disclosures about how you can use MASC Executive's JourneyCall and how we collect and can use your content. We encourage you to read this agreement in full, and to use it to help make informed decisions.

#### *Accessing and updating personal information*

When you use MASC Executive's JourneyCall services, we make good faith efforts to provide you with access to your personal information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate business purposes. We ask individual users to identify themselves and the information requested to be accessed, corrected or removed before processing such requests. We may decline to process requests at our discretion, for example if, in our opinion, requests are unreasonably repetitive or systematic, require disproportionate technical effort, could jeopardize the privacy of others, could simply be impractical or for which access is not otherwise required.

#### *Sharing Your Content and Information*

You acknowledge that you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and mobile phone to prevent unauthorized access to your account.

You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. You must not allow any third party to access your account.

#### *Information security*

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where we store personal data.

We restrict access to personal information to MASC Executive's JourneyCall employees, contractors and agents who need to know that information in order to process it on our behalf. These individuals are bound by confidentiality obligations.

#### *How we use Content*

MASC Executive's JourneyCall may use your Content in a variety of ways from time to time in performing the Services for you – including the following:

We will seek to track and record your phone's position upon MASC Executive's JourneyCall being activated in accordance with its proper use

We will seek to describe your phone's position and your details as known to us, to the relevant ARC, your nominated contact/s and/or emergency authorities

Those details are disclosed to any third party not being the ARC or your nominated contact/s on an anonymous basis – we will not otherwise disclose your name or home address without your consent

#### *Changes to our Privacy Policy*

Please note that our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any Privacy Policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of Privacy Policy changes).

### **3. Content and IP**

You do not transfer to us your rights of ownership in any of the Content you upload to the MASC Executive's JourneyCall website via the MASC Executive's JourneyCall mobile application; and you can control how it is shared with your contact/s through your personal account on the MASC Executive's JourneyCall website.

All Content that is uploaded, however, is uploaded subject to, and on the basis of, the following and obligations:

- You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide and perpetual licence in any IP that is contained in or associated with any Content that you upload to and/or post on or in connection with MASC Executive's JourneyCall or our website ("IP Licence");
- We may use such licensed IP in any reasonable manner in connection with the operation, marketing and/or promotion of the MASC Executive's JourneyCall business and the services to be supplied to

MASC Executive's JourneyCall users and customers from time to time, including without limitation to reproduce, distribute, create derivative works from, and/or display, disclose, and perform any or all such content;

- When you delete Content IP, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time, but will not be available to others unless so requested by law, as this may be used as evidence in a court of law.

#### **4. Representations and Warranties**

We always use our best endeavours to keep MASC Executive's JourneyCall operating as we state in this agreement, but we cannot guarantee it. Your help in this process is vital, and this includes the following commitments, which we rely upon as representations and warranties in agreeing to enter into this agreement with you:

- You will not send or otherwise post unauthorized commercial communications (such as spam) on MASC Executive's JourneyCall;
- You will not collect other users' content or information, or otherwise access MASC Executive's JourneyCall, including by way of using automated means (such as harvesting bots, robots, spiders, or scrapers);
- You will not upload viruses or other malicious code;
- You will not solicit login information or access an account belonging to someone else;
- You will not bully, intimidate, or harass any user;
- You will not post content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;
- You will not use MASC Executive's JourneyCall to do anything unlawful, misleading, malicious, or discriminatory;
- You will not do anything that could disable, overburden, or impair the proper working of MASC Executive's JourneyCall, such as a denial of service attack;
- You will not facilitate or encourage any violations of this agreement.

#### **5. Restrictions on use of the Services**

MASC Executive's JourneyCall users provide their real names and information, with our intentions to keep the same secure as described in this agreement, and we need your help to keep it that way. Here are some undertakings and commitments you make to us relating to registering and maintaining the security of your account, and upon which we are relying as representations in entering into this agreement:

- You will not provide any false personal information on MASC Executive's JourneyCall, or create an account for anyone other than yourself without permission;
- You will not create more than one personal profile;
- If we disable your account, you will not create another one without our permission;
- You will not use your personal profile for your own commercial gain;
- You will keep your third party contact information and Content accurate and up to date;
- You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account;
- You will not transfer your account to anyone.

### *Protecting other peoples' rights*

We respect other peoples' rights, and expect you to do the same.

- You will not upload content or take any action on MASC Executive's JourneyCall that infringes or violates someone else's rights or otherwise violates the law.
- We can remove any content or information you post on MASC Executive's JourneyCall if we believe that it violates this Statement.
- You will not use our copyrights or trademarks, or any confusingly similar marks, without our written permission.

## **6. Links**

The Services may include hyperlinks to other websites that are not owned and/or controlled by MASC Executive's JourneyCall.

You acknowledge and accept that MASC Executive has no control over, and assumes no responsibility for, the availability, content, policies or practices of any such websites.

The use of such websites may well be subject to terms, conditions and policies and you must satisfy yourself as to the nature and extent of any such provisions in deciding whether to use the websites.

## **7. Price and Payment**

Our prices and additional or special payment terms (if any) are as set within Agreed Proposal and Consultancy service agreement. The regular terms for payment are set out below.

You agree to pay MASC Executive's JourneyCall the yearly Subscription Fees together with any VAT thereon in full on their due date without any set-off, counter-claim, abatement, or other similar deduction, for the whole of the Initial Period and/or any Renewal Period as appropriate.

Payment of the Yearly Subscription Fees together with any VAT thereon must be made to MASC Executive's JourneyCall by direct debit, unless expressly agreed otherwise by us in writing. MASC Executive's JourneyCall will charge an administration fee of £20 on each occasion of failed direct debit processing.

MASC Executive's JourneyCall reserves the right to amend the Yearly Subscription Fees and/or introduce new fees from time to time by giving you 14 days' notice. Any change to the Yearly Fees payable by you will take effect from the beginning of any Renewal Period. Your use of the Services after receipt of such notice will be taken by us as acceptance by you of such changed Yearly Fees.

Interest shall be chargeable on any amounts overdue from you at the rate of 5% per annum above the Bank of England base rate from time to time. The interest period shall run from the due date for payment until receipt of the full amount by MASC Executive's JourneyCall whether before or after judgment and without prejudice to any other right or remedy of MASC Executive's JourneyCall. We may also charge you our reasonable administration costs incurred as a result of your late payment or non-payment of any money you owe us.

## **8. Terminating this agreement**

Either you or MASC Executive's JourneyCall may terminate this agreement on [30 days'] notice (by email) if the other party is in breach of a material obligation on its part and does not fix that breach within [30 days] of being asked to do by the first party.

In any event, either party may terminate this agreement on [30 days'] notice (by email) to the other party.

Please note: simply removing the MASC Executive's JourneyCall application from your smartphone does not of itself terminate this agreement, which shall only be effective where undertaken in accordance with these terms and conditions.

## **9. Amendments**

We can change these Terms if we provide you notice and an opportunity to comment. Your use of the services from the moment of change of the Terms will be taken by us as acceptance of those changed Terms.

## **10. Disputes**

You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to these Terms or MASC Executive's JourneyCall exclusively under English law. The laws of England will govern these Terms, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

If anyone brings a claim against us related to your actions, content or information on MASC Executive's JourneyCall, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

## **11. Services IP**

All Services IP and all other rights in the Services shall be owned by and remain with MASC Executive's JourneyCall and/or its licensor.

You shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any rights held by MASC Executive's JourneyCall and/or its licensor in the Services IP and shall not omit or authorise any third party to omit to do any act which, by its omission would have that effect or character.

You shall not modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other IP in the Services, and you hereby assign to us all existing and future IP created in or arising from any of the above, and hereby agree promptly to execute all documents and do all acts as may, in our reasonable opinion, be necessary to give effect to this provision.

## 12. Limitations and Exclusions

Please read these Terms with particular care, as they describe certain exclusions and limitations on liability that may arise during the provision of the Services.

PLEASE REMEMBER – WE ARE NOT REPRESENTING, WARRANTING OR IN ANY WAY SUGGESTING THAT MASC EXECUTIVE'S JOURNEYCALL IS A REPLACEMENT FOR OR SUPPLEMENT TO THE EMERGENCY SERVICES AND YOUR OWN SAFETY PRECAUTIONS.

WE TRY TO KEEP MASC EXECUTIVE'S JOURNEYCALL UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING MASC EXECUTIVE, JOURNEYCALL "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. WE DO NOT GUARANTEE THAT MASC EXECUTIVE'S JOURNEYCALL WILL BE SAFE OR SECURE.

MASC EXECUTIVE IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU HEREBY RELEASE AND INDEMNIFY AND AGREE TO KEEP INDEMNIFIED NOW AND IN THE FUTURE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS, LOSS OF OPPORTUNITY, LOSS OF DATA, OR FOR ANY LOSS OF ECONOMIC USE, NOT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR MASC EXECUTIVE'S JOURNEYCALL WILL NOT EXCEED THE GREATER OF ONE HUNDRED POUNDS (£100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, MASC EXECUTIVE, JOURNEYCALL LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

NOTWITHSTANDING THE ABOVE TERMS, NOTHING IN THIS AGREEMENT SHALL OR IS INTENDED TO EXCLUDE OR LIMIT OUR LIABILITY TO YOU FOR DEATH, PERSONAL INJURY OR FOR ANY OTHER LIABILITY FOR LOSS WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED.

## 13. Other

These terms and conditions, and policies referred to herein, comprise the entire agreement between you and MASC Executive's JourneyCall, and supersede any prior agreements, arrangements or understandings.

You acknowledge and accept that you have not been induced to enter into this agreement in reliance upon any representation, warranty, statement, agreement or undertaking whatsoever, made by us or in respect of MASC Executive's JourneyCall, save where the same are expressly set out in this agreement.

If any portion of this agreement is found to be unenforceable, the remaining portion will remain in full force and effect.

If we fail to enforce any rights under this agreement, it will not be considered a waiver of those or any other rights.

You will not transfer any of your rights or obligations under this agreement to anyone else without our consent.

All of our rights and obligations under this agreement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Nothing in this agreement shall prevent us from complying with the law. Save for the licensor of any Content IP, this agreement does not confer any third party beneficiary rights, and the Contract (Rights of Third Parties) Act is hereby excluded.

You will comply with all applicable laws when using or accessing MASC Executive's JourneyCall.

#### **14. Definitions**

By "MASC Executive's JourneyCall" we mean the features and services we make available, including through our mobile application, website at [www.mascexecutive.com](http://www.mascexecutive.com), and any other MASC Executive's JourneyCall branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); or networks now existing or later developed.

By "Content" we mean any content and/or information that you post on MASC Executive's JourneyCall, including without limitation any content and/or information concerning you and your actions.

By "ARC" we mean any alarm response centre, owned and/or operated by MASC Executive's JourneyCall or on our behalf, and which will form part of the Services.

By "data" we mean content and information that third parties can retrieve from MASC Executive's JourneyCall or provide to MASC Executive's JourneyCall through the website platform.

By "post" we mean post on MASC Executive's JourneyCall or otherwise make available to us (such as by using an application).

By "Contact" we mean the third party contact details given to us by you when registering for use of MASC Executive's JourneyCall as may be amended or updated from time to time.

By "Details" we mean those details given to us by you, and which you are aware may be disclosed in accordance with the Terms.

By "use" we mean use, copy, publicly perform or display, distribute, modify and translate.

By "application" we mean any application or website that uses or accesses the Platform, as well as anything else that receives or has received data from us. If you no longer access the

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Platform but have not deleted all data from us, the term application will apply until you delete the data.

By “Services” we mean the MASC Executive’s JourneyCall services as set out on our website from time to time.

By “Services IP” we mean, in respect of and relating to, directly or indirectly, the Services, all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

By “IP” we mean copyright, design right, trade names and trademarks, patent (and any applications for the same), confidentiality, know-how, and in each case where so capable, whether registered or unregistered.

By “Terms” we mean the terms and conditions of this agreement.

By “Yearly Fees” we mean the prices payable for the Services as set out on the app and/or our website from time to time.