EVALARM®

EVALARM Terms of Use and Privacy Agreement

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GroupKom GmbH Terms of use for the service EVALARM
The service EVALARM includes the mobile Apps (iOS, Android), the Desktop Client and the Webinterface (Cockpit, Administration, Company Overview). EVALARM is made available to a company or organization (customer) under a general usage and license agreement (main contract). The use of the service is therefore subject to the general data protection guidelines of the respective customer.

GroupKom grants the user a personal, globally valid, free, non-transferable and singular license to use of the service EVALARM Webinterface within the scope of the General Usage and License Agreement. The license is limited to the use of the service EVALARM within the scope of the general usage and license agreements.

The user must sufficiently inform himself of the functions before the first use and is responsible for the correct use.

All rights to the service EVALARM and / or on behalf of GroupKom agents as well as GroupKom affiliates are and remain the sole property of GroupKom and their licensors. The service may be protected by copyright, trademark, and other applicable laws. Use for purposes other than those specified in these Terms of Use is only permitted with the prior consent of GroupKom.

Third party rights
Indications for alleged copyright infringements and / or other legal violations, which are displayed to GroupKom, are examined and legally pursued.

If the user believes that the contents of the service EVALARM illegally violates their rights or rights of third parties, please indicate the contact address as well as the exact description of the infringing content and the allegedly violated right, including a statement stating that the content has not been approved by right holder or by his authorized representative and / or is not legally permitted, to the following contact address. In the case of infringements of rights, the proof of the protective right is required.

Contact: info@evalarm.de

Hard- and Software requirements
The following requirements apply to the service EVALARM.

Webinterface:
- Fully supported browsers: Chrome, Edge, Safari, Firefox, Opera
- Limited support: Internet Explorer 5.0 – 9.0

Desktop Client:
- Windows 7, 8, 8.1, 10
- Java SE 7-11

Android App:
- Android 4.0 - 8.1

iOS:
- iOS 8.0 - 12.0.1

Personal data of the user

In EVALARM, personal data is collected and processed. This may happen in the context of user registration, the creation of contact lists and documents with personal data.

This includes specifically the data

- Name and surname
- E-mail
- Phone

Users can be registered with the EVALARM service in two ways:

- Created by an administrator
- Registration of the user himself (user role Guest)

Contact lists and documents which may contain personal data may be added exclusively by a user with the user role Administrator. By means of the configuration, the Administrator determines which persons are granted access to personal data during the use of the service.

<u>User registration by the administrator</u>

The registration of users by the administrator generally requires their consent.

The following data is required:

- Name and surname
- E-mail
- Phone

The user receives the access data sent to the specified e-mail address. All registered personal data is listed in the registration e-mail. Furthermore, the person (Administrator) who created the user will be specified.

The user can access a link via the registration e-mail, where he can delete his user data at any time. The e-mail address is used exclusively for the registration process.

The user must confirm that he agrees to the Terms of Use and thus the data protection regulations. Only if he agrees to the Terms of Use, he can log in to EVALARM and use the service actively.

<u>Registering users via the Guest role</u>

The user can register himself / herself via the Guest user role on the platform.

The following data is required:

- Namespace (account name)
- First name
- Surname
- E-mail address
- Phone

The user receives the access data to the specified e-mail address. The registered e-mail lists all the personal data that is stored. The user can access a link through the registration e-mail, where he can delete his user data or his account at any time. The user must confirm that he agrees to the Terms of Use and thus also the data protection regulations. Only if he agrees to the Terms of Use, he can log in to EVALARM and actively use the service.

The Terms of Use of EVALARM are available in the App, the Desktop Client and the Webinterface at any time.

The user roles Administrator and Super-Administrator can see which user has registered with the corresponding role Guest. Both Administrator and Super-Administrator can view the user's profile details.

<u>Unsubscription and deletion of the account</u>
The user can log out of the service EVALARM at any time. The user can delete his EVALARM account at any time as well.

With the account deletion, your user data is deactivated and permanently deleted after a period of 3 months.

The Administrator and Super-Administrator have no access to the personal data of the user from the time of deactivation.

All data from the alarm processes are anonymized with the time of deactivation.

Once a month the alarm data older than 3 months is deleted.

Users can stop using the EVALARM service at any time without specifying reasons. Furthermore, the profile of the user can be deleted at any time as long as there are no objections due to other contractual relationships with GroupKom.

GroupKom can lock user accounts temporarily or terminate or refuse to provide the service EVALARM at any time for any reason, particularly if it has reasonable grounds for believing that a user has violated the Terms of Use.

<u>Access to personal data during alarming</u>
With the alerting, personal data is made available to the alarm receivers. Receivers of an alarm can see who has triggered, changed or ended the alarm. The user's profile (name, first name, telephone number) is displayed to the receiver. However, this data can only be viewed by users with the user roles Administrator, Crisis Team Manager and Crisis Team Member.

Users with the user role Guest and Employee do not see any personal data.

It is also only possible to call up alarm details for an alarm process in which the user is explicitly involved.

This excludes user of the customer with the user roles Super-User and Super-Admin which can see an overview of the alarms.

<u>Archiving and deletion of alarm data</u>
All alarm data is automatically archived after an alarm is terminated.

Users with roles Guest and Employee do not have access to archived alarms.

The user roles Administrator, Crisis Team Manager and Crisis Team Member have a 24-hour access to archived alarms on the mobile client (App).

In the Webinterface and Desktop Client, the alarms can be reviewed for 3 months. Access to the web console is only possible for the user roles Super-Administrator, Super-User, Administrator, Crisis Team Manager and Crisis Team Member.

Archived alarms are automatically deleted after 3 months.

<u>Contact lists</u>
Contact lists are transmitted in case of an alarm. The contact lists are no longer displayed when an alarm is terminated on the mobile clients (App). Contact lists can be made available to individual users and user groups in an alarm-related manner.

<u>Documents</u>
All documents are encrypted on the mobile devices. By deleting the account, the documents are automatically deleted on the end devices. Documents can be centrally created, modified and deleted by the Administrator and Super-Administrator.

Permissions of Apps

The subsequent accesses to the user's smartphone are exclusively for the functionality of the EVALARM service. Before using some features of the App it is necessary to agree to the permissions using a pop-up.

Identity & Contacts

After logging on, an account for EVALARM for background synchronization is created. This account can be disabled by the user at any time. The background synchronization is required in order not to load all data in the event of an alarm.

Location

Uses the location of the device. The location is required when starting and updating the Dead Man's Switch, when creating and updating an SOS alarm, and for the defined Guest role (alarm received in the specified radius). No user movement profiles are created.

Phone

In the application, it is possible to make a telephone call (e.g. emergency call button, contact lists, etc.).

Photos / Media / Files & Storage

Uses access to files on the device for images, audio elements, or other documents.

The application uses this authorization to store and display the documents (PDF documents and logos) on the device.

Camera

Uses the camera of the unit. This authorization is required in the course of the evacuation in order to read barcodes if necessary.

Wireless connection information

Allows the App to retrieve Wi-Fi information, for example, whether Wi-Fi is enabled or not. The application checks to make sure that there is an active Internet connection.

Do not disturb

This permission allows the system to overwrite the phones sound settings, even though the „do not disturb"-mode is active.

Battery-Optimization

This permission is necessary to guarantee the alarm delivery because the battery optimization stops the push tunnel connection automatically after 10 minutes. The battery optimization has to be deactivated so that the connection to the servers is not terminated in the background.

Right of Access and Right of Rectification

Users have the right to access information about the personal data stored on their person without charge. Users also have a right to the rectification of wrong data. This can happen by contacting the privacy officers via e-mail.

Contact: datenschutz@evalarm.de

Right to Object

Users have the right to object to the use of their personal data at any time. The can be done directly in the App in the menu Terms of Use. However, using the service EVALARM is not possible without accepting the Terms of Use.

Users also have the right to object to the use of permissions in the App at any time. An overview of all permissions can be viewed in the App in the menu App Permissions and in the Terms of Use. The user can object using a short cut to the preferences of the telephone in the App menu App permissions or by deleting the App. App features may be unavailable by objecting to the permissions.

Privacy officer
All questions regarding the use of personal data may be directed to the privacy officer of GroupKom.

Contact: datenschutz@evalarm.de

Warranty and liability
GroupKom does not guarantee that interactive processes will reach the user correctly and that access to the Internet is always guaranteed. GroupKom does not ensure that the data is exchanged at a certain transmission speed. GroupKom is not liable for malfunctions resulting from deficiencies or interruptions of the user's communication or user's terminal communication paths from the user to the server or from misuse of the user name and e-mail address.

By using the service EVALARM, you acknowledge that hard- and software requirements apply to using the service and that permissions must be granted. Users are required to comply with these hard- and software requirements and permission settings before using EVALARM.

The user and customer are liable for all consequences and disadvantages that are caused towards GroupKom through abusive or unlawful use of EVALARM. The user and customer free GroupKom of any claims of third parties on the first demand, which third parties assert because of infringement of rights by the user himself or because of contents created by the user, including the appropriate prosecution and legal costs. The user undertakes to support GroupKom in the defense of such claims.

GroupKom shall not be liable for any direct, indirect, special losses and /or damages to the user arising from the use of EVALARM and are related to a disruption of the communication or power lines, breakdowns of mobile operators, effects of harmful software, unfair acts of a third parties that aim to achieve the unauthorized access and / or the decommissioning of the software and / or hardware of GroupKom, as well as in cases of force majeure. GroupKom is not obligated in such cases to reduce the losses of users or to issue a refund.

Claims of customers and users for damages are excluded. Excluded from this are damages claims of the user from the injury of life, body, health, as well as liability for other damages, which are caused by an intentional or grossly negligent breach of duty by GroupKom, their legal representatives or vicarious agents.
Furthermore, this shall not affect the liability for the breach of obligations, which principally enable the fulfilment of the proper execution of EVALARM in the first place and on which the user can trust for compliance (cardinal obligations). For the slightly negligent violation of this contractual obligations GroupKom is only liable for the contract-typical, foreseeable damage, unless it concerns claims for damages of the customer and user from a violation of life, body or health. Liability for damages to persons according to the product liability law remains unaffected.

GroupKom expressly excludes any further warranty, to the extent which is legally permissible.

Change of Service
GroupKom is constantly developing EVALARM. That is why the form and type of the service can be subject to change without notice. GroupKom expressly reserves the right to temporarily or permanently suspend the provision of the service for individuals or all users. Users agree to be informed of major changes to the service via e-mail.

Final Provisions / Amendments to the Terms of Use
We reserve the right to update these Terms of Use from time to time. Users are informed of the change in a timely manner (e.g. by e-mail, push message, message in the user / customer account, etc.). The use of the service EVALARM depends on the currently valid version of the usage conditions. If the service continues to be used after the change has come into effect, the user declares his consent to the changed Terms of Use.

Applicable law
This App and the Webinterface shall be governed by the law of the Federal Republic of Germany under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). This does

not apply to the extent that the protection afforded by mandatory provisions of the law of the state in which the user (consumer) is habitually resident is withdrawn.

Severance clause
Insofar as individual provisions of these Terms of Use are or become invalid, the validity of the remaining provisions shall remain unaffected. In place of the ineffective regulation, either the statutory provisions or, in the absence of such, a regulation is applicable which the parties had legitimately taken in accordance with good faith if they had been aware of the invalidity of the respective regulation concerned.

The service EVALARM are offered and operated by the GroupKom GmbH, Behringstraße 21-25, 12437 Berlin.

Click here info@evalarm.de in order to contact us.