

## SafeToNet Combined Terms of Use and Privacy Policy

### Terms Of Use

Thank you for choosing to use SafeToNet's cyber safety services. We appreciate it. These terms (together with our Privacy Policy (which describes what information we collect from our Users and how we may use it) and any other documents referred to) set out the general terms and conditions of use that govern the use of the SafeToNet App (sometimes known as the Device and Application Management Software), the SafeToNet Intelligent Content Blocking Services App, the SafeToTalk App and the SafeToNet websites [www.safetonet.com](http://www.safetonet.com) and [www.safetotalk.com](http://www.safetotalk.com) (plus other websites owned and managed by SafeToNet) by any person who visits or uses either. Please review all parts thoroughly. They are collectively called the 'Agreement'.

This Agreement is a legal agreement between you and Safetonet Limited. By accessing the SafeToNet service and by clicking 'I Agree' indicating acceptance electronically, by accessing our web site and using the SafeToNet services, you agree to these terms. If you do not agree to this Agreement then do not use the SafeToNet services and do not indicate acceptance of this Agreement.

#### 1. Definitions and interpretation

1.1. In these terms the following words shall have the meaning set out unless the context requires otherwise:

"SAFETONET" "we" "us" and "our" means SAFETONET Limited a company registered in England and Wales, company No. 08733316 of Office H0120, 35 Victoria Road, Darlington, Co Durham DL1 5SF UK, its successors in title, permitted assigns and permitted transferees;  
"SAFETONET Site" means the website [www.safetonet.com](http://www.safetonet.com) and [www.safetotalk.com](http://www.safetotalk.com);  
"SAFETONET App" means the SafeToNet mobile application that can be downloaded to a mobile device;

"SAFETONET ICBS App" means the SafeToNet Intelligent Content Blocking Services app that automatically blocks harmful content sent and received by a Dependent on social networks, messaging apps and more;

"SAFETOTALK App" means the SafeToTalk advice and guidance service provided within the SAFETONET App;

"Apps" collectively means the SAFETOTALK App, SAFETONET App and SAFETONET ICBS App;  
"Content" any information including but not restricted to photographs, images, text, videos, graphics or other material sent or received, viewed, accessed, uploaded or downloaded to or from the SAFETONET Site and/or Apps by a User;

"Mark" means the trademarks and logo of SAFETONET and other third parties';

"Permitted Age" is the minimum age of 13 years of age or the age permitted by SAFETONET or by the parents or guardians of Users (where they are parents or guardians of children younger than 13 years of age) in the country where a User is based, whichever is higher;

"Person" includes any person, firm, company, corporation, any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;

"Privacy Policy" refers to the document which sets out how SAFETONET will collect, process and use information about and or supplied by the Users;

“Services” means the provision of the SAFETONET Site and/or the Apps and/or any services provided to Users from time to time of the SAFETONET Site and Apps;

"Terms" means the general terms and conditions of use that govern the use of the SAFETONET Site, the Apps and the Services;

“User” “you” and “your” means any person who visits or uses the SAFETONET Site or Apps and may for the avoidance of doubt mean a dependent of yours (including a minor below the age of 13).

Any rights reserved by SAFETONET may be exercised by SAFETONET in its absolute discretion unless otherwise specified. Headings to clauses are inserted for guidance only and shall not affect the meaning or interpretation of any part of these Terms. In these Terms, words denoting the singular include the plural and vice versa; words importing the masculine shall include the feminine and neuter and vice versa. References in these Terms to clauses are references to the clauses of this Agreement shall have effect as if set out herein.

## **2. Scope**

2.1. The SAFETONET Site and Apps are owned and operated by or on behalf of SAFETONET. The SAFETONET cyber safety service provides legal guardians with certain tools that allow them to remotely control their Dependent’s mobile device, the apps that run on that device and, if using SAFETONET ICBS App, safeguards Users from certain harmful risks that they may be exposed to online. It is able to block certain apps, text, images and content in real time and before it is seen. It also allows guardians and parents to manage, block and understand their dependent’s online messaging, social network, applications, mobile device and internet usage. It also provides advice and guidance about online risks and allows legal Guardians to speak via recorded video clips to carers and advisors who can guide on e-safety issues. This is known at the SAFETOTALK service.

## **3. Legal Ownership and Management of the Dependent Accounts**

- 3.1. When you use the Services you create an Account Profile for yourself and if safeguarding a dependent or dependents, you will create a profile for them too (the ‘Dependent Accounts’). You will need to download the SAFETONET App onto each mobile device used by your dependents at which time SAFETONET will link them to your Account Profile.
- 3.2. When you connect to the Dependent Accounts running on other mobile devices, SAFETONET will collect personal information from those accounts and devices, including a record of app, internet usage and contacts made through those accounts and devices (collectively “Dependent Activity”) so that you may understand your dependent’s activities and so that SAFETONET can better safeguard you and your dependent.
- 3.3. You expressly warrant and represent to us that you have the legal authority to link and connect the Dependent Accounts to your Account Profile and that you are the legal owner of the Dependent Accounts.
- 3.4. You warrant that you will not set up a Dependent Account for any person of whom you are not a legal guardian or nominated legal guardian. You agree that it is your sole responsibility to create, set up and manage the Dependent Accounts.
- 3.5. You agree that various laws (both national and international) may apply to the

safeguarding and monitoring of Dependent Accounts and that it is your sole responsibility to ensure compliance with any such laws and that SAFETONET expressly disclaims any duty or obligation to do so.

- 3.6. It is your responsibility to inform your dependent of your registration with SAFETONET, the fact that you have downloaded it onto the mobile device(s) they may be using and the fact that your dependent's online usage, if you are using SAFETONET ICBS, is being safeguarded tracked, analysed, potentially blocked and reported through SAFETONET.
- 3.7. By creating an account with SAFETONET and by setting up Dependent Accounts, you expressly authorise us to safeguard and track your dependent's activity, using their name and the other personal information that you provide to us.
- 3.8. Once your dependent reaches the age of maturity and typically 18, SAFETONET will suspend all services associated with safeguarding, tracking and managing their online activity.
- 3.9. You are responsible for all activities undertaken under your account including your Dependent's Accounts. You are data controller of all personal data collected and submitted via the Services, and SAFETONET is data processor. For more information, see our Privacy Policy.
- 3.10. If you are using SAFETONET ICBS then SAFETONET will safeguard, track and analyse your dependent's social network, application, messaging system and mobile device usage and provide reports on this usage to you via the app itself, email, text or other means.
- 3.11. SAFETONET may from time to time provide other risk, cyber safety and account-related notifications and alerts to you. This will typically but not always be provided by the SAFETOTALK service. These notifications may include advice and messages about your dependent's cyber activity. SAFETONET may deliver these notifications to your computer or mobile device.
- 3.12. Account Activity notifications may be customised, deactivated or reactivated by you. SAFETONET may add new notifications from time to time, or cease to provide certain alerts at any time at its sole discretion. Each notification may have different options available, and you may be asked to select from among these options upon activation of your notifications service.
- 3.13. Account-related notifications may be sent to you following certain changes made to your SAFETONET account, such as a change in your account information. SAFETONET may also send you notifications regarding promotions and other information based on your preferences and the operation of the Services.
- 3.14. Some electronic notifications may be personal to you and your dependents. They may be sent to your primary email address, mobile phone number or available via the Apps. If your contact information changes, you are responsible for informing us of that change. Changes to your contact information will apply to all of your notifications.
- 3.15. Notifications are not encrypted and will never include your password. However, notifications may include personal information about you and your Dependents Accounts. Anyone with access to your email, text messages and your Apps and SAFETONET Site will be able to view the content of these notifications and it is your responsibility to maintain the privacy of this information.
- 3.16. If you are using SAFETONET ICBS then you authorise us to gather information from the various internet platforms that you and your dependents use, including content that is designated as public or private, and from websites you and your dependents may visit, whether such website is created and maintained by you or your dependent, or by any third party. SAFETONET will collect and store this

personal information in a codified, compressed and encrypted format and use it to send you alerts and reports in relation to your dependent's online activity.

- 3.17. SAFETONET makes no effort to review the Dependent Accounts for any purpose, including but not limited to your ownership and control of the Dependent Accounts. SAFETONET does not and cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any Account Activity, user data, communications or personalisation settings.
- 3.18. You hereby authorise and permit SAFETONET to use and store your account passwords and user names and to configure the Services so that they can collect your Account Activity.
- 3.19. SAFETONET ICBS provides tools including but not limited to tolerance bars that enable you to configure the level and degree of analysing of your Dependents Accounts, their computer/s and or other mobile devices. You are SOLELY RESPONSIBLE for how such tools are configured and the processing of personal data as a consequence, including its collection, storage and analysis by the Services which solely and automatically implement the configuration and instructions provided by you.
- 3.20. For purposes of this Agreement and solely to provide the Account Activity to you as part of the Services, you grant SAFETONET the right to access the Dependent Accounts, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities.
- 3.21. You acknowledge and agree that when SAFETONET is accessing and retrieving Account Activity from Dependent Accounts, SAFETONET is acting solely on your behalf and with your express content;
- 3.22. The analysis and notification of online usage provided by the Applications is automatically generated by our computer systems, and is not conditional on human observers of your dependent's activities. Our systems are designed to automatically search for particular words, terms, images or other data, and provide notifications to you in accordance with selected preferences (sometimes called tolerance settings) that are established when your account is registered or updated.
- 3.23. IF YOU HAVE ANY CONCERNS ABOUT THE INFORMATION CONTAINED IN A NOTIFICATION RELATING TO YOUR DEPENDENT'S ONLINE ACTIVITIES OR OTHERWISE PROVIDED TO YOU THROUGH THE USE OF THE SERVICES, OR IF YOU DETECT OR SUSPECT CRIMINAL ACTIVITY, OR BELIEVE THERE IS A RISK OF HARM TO ANY INDIVIDUAL, YOU ARE SOLELY RESPONSIBLE TO REPORT THIS TO THE POLICE OR OTHER AUTHORITY AS APPROPRIATE.
- 3.24. SAFETONET may disclose collected information if asked to do so by law enforcement agencies and or officials as required or permitted by law or in response to a legal process. In order to promote awareness, detection and prevention of cyber risks, SAFETONET may share certain anonymous cyber safety information with research organisations, charities, welfare groups and other cyber safety organisations. SAFETONET may also use statistics derived from the information to track and publish reports on cyber safety risk trends. For more information about the protection of your personal information, please consult the SAFETONET Privacy Policy. By using the Services, You acknowledge and agree that SAFETONET may collect, transmit, store, disclose and analyse such information for these purposes.

#### **4. Limitations of the Services**

- 4.1. The Apps and SAFETONET Site are work in progress. There are natural limitations to the Services. They are designed to support, guide and help you to understand and

manage your dependent's online, app and mobile activities and where possible automatically identify and block content and messages that may be determined (according to settings you have made) as harmful to your dependent or disruptive to their daily lives and commitments.

- 4.2. SAFETONET ICBS uses data analytical systems to automatically detect and sometimes block messages, content and users that are deemed harmful. These systems are not and cannot be 100% accurate and so detection and blocking is based upon degrees of probability. SAFETONET does not guarantee the accuracy of these systems and you accept that the Services may not always block harmful content and may at times erroneously block non-harmful content.
- 4.3. SAFETONET does not and cannot guarantee that all activities conducted on Dependent Accounts will be safeguarded and or stored or recorded by the Services in every instance, and we cannot guarantee that notifications triggered by certain activities on Dependent Accounts will be delivered in any specified time period.
- 4.4. USE OF THE SERVICES IS NOT INTENDED TO REPLACE OR SUBSTITUTE YOUR LEGAL AND ETHICAL RESPONSIBILITIES TO PROTECT THE HEALTH AND WELFARE OF THE DEPENDENTS FOR WHICH YOU ARE A LEGAL GUARDIAN. SAFETONET IS NOT RESPONSIBLE FOR ANY RELIANCE OR DECISIONS MADE BY YOU BASED ON THE INFORMATION AVAILABLE TO YOU THROUGH THE SERVICES.
- 4.5. The Services:
  - 4.5.1. are not and should not be presumed to be, a substitute for active involvement by you in your dependent's online and offline lives, actions, behaviours and activities; and
  - 4.5.2. should not be relied upon to provide 100% safeguarding and online protection;
  - 4.5.3. are not the only source of cyber safety advice and guidance available to you; and
  - 4.5.4. are not and should not be presumed to be the complete solution to safeguarding your dependent's online activity or their activity on mobile devices;
  - 4.5.5. are highly reliant on your efforts to ensure that all social network accounts, applications, mobile, and online devices used by your dependents are set up on the Dependent Accounts;
  - 4.5.6. may not identify and block all harmful content and that at times your dependent may well see something online or on their mobile devices that they should not and; that
  - 4.5.7. not all harmful or troubling trends or behaviour in your dependent's social network, app, online and mobile usage may be detected and or blocked.
- 4.6. Additionally and even though SAFETONET uses its reasonable endeavours to make the Services available to you, use of the Services does not and cannot guarantee the safety of you and or your dependents and SAFETONET does not guarantee that by using the Services your dependents will be safeguarded from harmful content and messages, suspicious and or malicious users, aggressors and other online predators or individuals with harmful or hurtful intent.
- 4.7. You accept that SAFETONET:
  - 4.7.1. may not have permitted access (from the suppliers of online applications and systems) or knowledge of every online social network, application, messaging system and device whether or not used by your dependents who may also use social networks, applications, messaging systems and devices of others; and

- 4.7.2. cannot assure you that all of your dependent's social network accounts, applications, messaging systems and are being safeguarded, even if you believe that they are;
- 4.7.3. may not have access to or be able to collect sufficient data or be able to pattern your dependent's online behaviour and trends and that with limited data and patterns the Services may be or may become less accurate and may not therefore recognise, detect or block harmful content;
- 4.8. You accept and recognise that those that wish to harm, abuse or hurt your dependents have become (and will continue to become) increasingly sophisticated in their tactics, use of technology, and efforts to mask their activities and defeat parental cyber safety efforts, and
- 4.9. Your dependents may have only limited social network, application, messaging system and mobile device usage or online contact with those that wish to inflict harm and may encounter or deal with them in offline or unprotected electronic environments that the Services are not capable of analysing.

## 5. General Advice

- 5.1. In light of these and other limitations, SAFETONET strongly encourages you (beyond using the Services) to:
  - 5.1.1. proactively engage with your dependents on a regular basis and stay informed about both their online and offline activities by talking to other guardians and to teachers; and
  - 5.1.2. set and adhere to guidelines, policies and boundaries for their use of social networks, applications, messaging systems and mobile devices and consider the use of 'technology use agreements' with your dependents.

## 6. Agreement

- 6.1. By visiting or using the SAFETONET Site or the Apps, you agree to be bound by these Terms.
- 6.2. SAFETONET reserves the right at its sole discretion to change these Terms at any time and in any manner it deems fit without notice to you. SAFETONET will post any changes to these Terms on the SAFETONET Site and/or the Apps. We may also, at our sole discretion, notify registered Users of any such changes by email.
- 6.3. Changes to these Terms will be effective from the moment the modified Terms are posted on the SAFETONET Site and/or the Apps. All persons who continue to visit or use the SAFETONET Site and/or SAFETONET App once the modified Terms have been posted will be deemed to have notice of the changes.
- 6.4. You will be deemed to have unconditionally accepted the modified Terms if you continue visiting or using the SAFETONET Site or the Apps after the modified Terms have been posted. Therefore you must stop visiting or using the SAFETONET Site if you refuse to accept the modified Terms.
- 6.5. SAFETONET reserves the right to, at its absolute discretion, refuse or suspend service to any User at any time and for any reason including, but not limited to, any breach of these Terms.
- 6.6. SAFETONET reserves the right to terminate a User's access to the SAFETONET Site or the Apps, terminate any services used by a User, delete any profiles and/or take any other appropriate legal and/or technical action against that User that SAFETONET in

its sole discretion deems appropriate.

6.7. SAFETONET may include advertisements and/or promotions, which may be targeted to Users or to the Content and the nature, type and extent of any advertising or information on the Services, queries made through the Services, or other information. The types and extent of advertising and/or promotions are subject to change. In consideration for SAFETONET allowing you access to and use of the SAFETONET Site and the Apps, you agree that SAFETONET and its third party providers and partners may place such advertising or promotions on the SAFETONET Site and/or the Apps or in connection with the display of Content or information from the SAFETONET Site and/or the Apps whether submitted by User or other third parties.

## **7. Use of the SAFETONET Site and the Apps**

- 7.1. You must not visit or use the SAFETONET Site and/or the Apps for any other purpose except for those stated in these Terms.
- 7.2. Unless otherwise specified, all content and software found on the SAFETONET Site and the Apps is the property of SAFETONET and/or any other person so designated by SAFETONET.
- 7.3. Any information or content given to you by SAFETONET is done by way of a non-exclusive, licence to be used for your personal use only and for no other purpose.
- 7.4. You retain the right to any Content that you upload or post on the SAFETONET Site and the Apps. By uploading, posting or displaying Content on the SAFETONET Site and/or the Apps you grant SAFETONET a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).
- 7.5. You are responsible for securely managing your password(s) for access to the Services. If you become aware of any unauthorised access to your Services account, theft or loss of your password, you agree to contact SAFETONET immediately by contacting us via the SAFETONET Site.
- 7.6. In using the SAFETONET Site and/or the Apps, you agree to abide by the laws of England and Wales including but not limited to laws regarding online conduct and acceptable content. Any User not resident in the United Kingdom must comply with this clause as well as the laws of the country where they are resident. Further any such User agrees that SAFETONET reserves the right to refuse orders from outside the United Kingdom. Where such orders are accepted, SAFETONET reserves the right to place any restrictions it deems fit on such orders. SAFETONET will not be liable for any breach by you of any such laws.
- 7.7. SAFETONET reserves the right to remove any information or content from the SAFETONET Site or the Apps which it determines does not comply with these Terms without notice to you. Such information or content includes but is not limited to any information or content which it determines to be defamatory, fraudulent, libellous, obscene, threatening, unlawful, or otherwise objectionable, or infringes or violates another person's intellectual property or other proprietary rights.

## **8. Restrictions of Use**

- 8.1. You must not use the SAFETONET Site or the Apps for any illegal, unlawful or otherwise unauthorised purpose including but not limited to encouraging others to engage in illegal or unlawful activities.
- 8.2. You must not use the SAFETONET Site or the Apps to:
  - 8.2.1. Abuse, harm, offend, threaten, bully or violate the rights of any person or entity;
  - 8.2.2. Publish, distribute and/ or disseminate any harmful, obscene, indecent, unlawful, libellous, profane, defamatory, infringing, inappropriate, hateful, or racially, ethnically or otherwise objectionable material or information;
  - 8.2.3. Submit information or content belonging to a third party without that third party's prior express consent;
  - 8.2.4. Disseminate any unsolicited or unauthorised information or engage in any other form of such solicitation save as authorised by SAFETONET in writing;
  - 8.2.5. Disseminate any information which infringes the intellectual or proprietary right of any other person;
  - 8.2.6. Attempt to modify, change, or reverse engineer any portion of the SAFETONET Site or the Apps, or transmit any materials that contain software viruses in any form or programs that are designed to limit or destroy the functionality of any computer hardware or software;
  - 8.2.7. Create a false or misleading identity for the purpose of misleading others as to your identity or the origin of your messages and or content;
  - 8.2.8. Extract or gather information or data including but not restricted to scraping, crawling, data-mining or using any other automated process, technology, method, device or automated messages or queries or use any other method, device, tool, process or technology to gather information or data from the SAFETONET Site or the Apps without prior written permission from SAFETONET.
  - 8.2.9. You agree not to use the Services on a mobile device that has been modified through the use of software and hardware exploits with the goal of overcoming limitations that carriers and hardware manufacturers put on some devices, resulting in the ability to alter or replace system applications and settings, run specialised apps that require administrator-level permissions, or perform other operations that are otherwise inaccessible to a normal user. This includes activity referred to as "rooting" or "jailbreaking" a mobile device.
  - 8.2.10. You agree you will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Services, without SAFETONET's express written consent, which may be withheld in SAFETONET sole discretion;
  - 8.2.11. You agree you will not excessively overload the SAFETONET systems used to provide the Services;
- 8.3. You agree not to use or permit use of the Services to monitor or control Users devices and activities in any of the following conditions:
  - 8.3.1. When the User Devices are not your property or leased to you;
  - 8.3.2. When it is not clear in your jurisdiction that such controlling and

monitoring through functionalities offered by SAFETONET are permitted by law or regulation.

- 8.3.3. When it is not clear in your jurisdiction that that such controlling and monitoring through functionalities offered by SAFETONET does not require express User consent, unless such express consent is obtained and documented by you.
  - 8.3.4. When there are no guarantees that the use of information obtained through using the Services will respect third party (including Users') rights and applicable regulation.
  - 8.3.5. You understand that the Services can be used for transmission of content to SAFETONET's servers, collected from the mobile devices associated to your account, and that during processing, your personal information, including contact names, email or instant messenger communications, social network activity and other account information are transferred (encrypted) over the internet.
- 8.4. As long as you meet any applicable payment obligations (when they exist) and comply with this Agreement, SAFETONET grants to you a personal, limited, non-exclusive, non-transferable right to use the Services that is valid only for so long as your Services account is active and in good standing.
- 8.5. SAFETONET may, from time to time, establish general practices and limits concerning the use of the Services, including without limitation the maximum number of days that Public Content and records of Account Activity will be retained by SAFETONET. You further acknowledge and agree that SAFETONET reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.
- 8.6. If you violate any of these terms, this Agreement and your right to use the Services may be terminated by SAFETONET in its sole discretion.
- 8.7. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve and enhance the features and performance of the Services. You agree to receive these updates automatically as part of the Services.

## **9. Pricing, Payment and Termination**

- 9.1. For those Services offered on a payment or subscription basis, the following terms apply, unless SAFETONET notifies you otherwise in writing. This Agreement also incorporates and includes by reference any ordering and payment terms provided to you on the website for the Services:
- 9.2. The fees for the any payment plans if relevant are set out on the SAFETONET Site. Where payment plans apply, you agree to pay the fees set out in the Plan selected by you. Payment is by way of online payment system provided by an App store or as otherwise agreed with us. On periodic renewal, you will be charged at the then current price, unless otherwise agreed in writing with us. Fees are non-cancellable and non-refundable unless as otherwise stated by SAFETONET.
- 9.3. Payments will be billed to you in your local currency, and your account will be debited annually or monthly when you subscribe to the Service and provide your payment information, regardless of whether Dependent Accounts are connected to the Service or how frequently you utilise the Service, unless stated otherwise in the payment terms on the website for the Services.

- 9.4. You must pay with one of the following:
- 9.4.1. A valid credit or debit card acceptable to an App store;
  - 9.4.2. Sufficient funds in a current, checking or savings account to cover an electronic debit of the payment due; or
  - 9.4.3. By any other payment option made available by SAFETONET.
- 9.5. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
- 9.6. If you provide credit card information, you authorise the App store or us to charge such credit card for all Services set out in the order form for the initial subscription term and subsequently any renewal subscription term(s) as set out herein.
- 9.7. SAFETONET will automatically renew your subscription at current rates at the time of renewal and for the term of your most recent subscription, unless the Services are cancelled or terminated under this Agreement.
- 9.8. Additional cancellation or renewal terms may be provided to you on the SAFETONET Site for the Services.
- 9.9. Prices for the Services may change at any time by giving you thirty (30) days or more prior written notice. New prices will apply to the next renewal period. If you do not reject such price change in writing requesting termination of Services or in the event of any continued use of the Services after such renewal date, you are deemed to have accepted the new prices.
- 9.10. We reserve the right to suspend or terminate this Agreement and access to the Services if you do not pay in timely manner.
- 9.11. You may cancel your account at any time. All cancelations should be addressed to: [support@safetonet.com](mailto:support@safetonet.com).
- 9.12. No refunds will be given for early termination. We may suspend or cancel your registration immediately in case of breach by you of these Terms, by written notice.
- 9.13. On termination for any reason, your access to your account and all of its content will be disabled and your content deleted, except as maintained in backups (for back-up retrieval purposes only or for any legal contingency). In addition, we reserve the right to terminate our agreement with you if the provision of the Services is, in our sole opinion, no longer commercially or otherwise viable.

#### **10. Apple Provisions (applicable to users of Apple devices)**

- 10.1. You acknowledge that this Agreement is concluded between You and SAFETONET only, and not with Apple, and that SAFETONET, not Apple, is solely responsible for the Service and the content thereof.
- 10.2. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service.
- 10.3. In the event of any failure of the Service to conform to any applicable warranty, if any, you may notify Apple, however, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be SAFETONET's sole responsibility.

- 10.4. You acknowledge that SAFETONET, not Apple, is responsible for addressing any of Your claims relating to the Service or Your possession and/or use of the Service, including, but not limited to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. However, SAFETONET's liability is limited to the extent expressed in Section 14 and any other applicable section within this Agreement and/or as otherwise permitted by applicable law.
- 10.5. You acknowledge that, in the event of any third party claim that the Service or Your possession and use of the Services infringes the third party's intellectual property rights, SAFETONET, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim and as per Section 12.
- 10.6. 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.
- 10.7. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon Your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against You as a third party beneficiary thereof.

## **11. Intellectual Property Rights**

- 11.1. You acknowledge that the SAFETONET Site and the Apps and the Services have been developed, compiled, prepared, revised, selected and arranged by SAFETONET and its affiliates through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and trade secrets of SAFETONET and its affiliates.
- 11.2. It is the policy of SAFETONET to enforce its intellectual property rights to the fullest extent permitted under law. The SAFETONET trademarks and logos ("Marks") displayed on the SAFETONET Site and the Apps are the property of SAFETONET or third parties and cannot be used without the written permission of SAFETONET or the third party that owns the Marks. You are prohibited from using (except as expressly set forth herein), transferring, disposing of, modifying, copying, distributing, transmitting, broadcasting, publicly performing, displaying, publishing, selling, licensing, or creating derivative works of any content on the SAFETONET Site or the Apps for commercial or public purposes. Nothing in these Terms shall be construed by implication, estoppel or otherwise as granting to you an ownership interest in any Mark of SAFETONET or any third party. SAFETONET exclusively owns or has the exclusive right to all worldwide right, title and interest in and to all documentation, software, contents, graphics, designs, data, computer codes, ideas, 'knowhow', 'look and feel', compilations, magnetic translations, digital conversions and other materials included within the SAFETONET Site and/or the Apps and all modifications and derivative works thereof, and all intellectual property rights related thereto. Subject to the licence granted to you to use the SAFETONET Site and the Apps as set out in these Terms, SAFETONET reserves all right, title and interest in its Marks, confidential information, trade and business names and any other similar protected rights (in any country) in the SAFETONET Site, the Apps and the Service.

Any goodwill accruing out of the use of the SAFETONET Site, the Apps, the Marks, the Service and its affiliates' trademarks, trade and business names under this agreement will vest in SAFETONET and its affiliates, as the case may be.

## **12. Disclaimer of Warranties**

- 12.1 The Services, including any personal information accessed through the use of the Services, or any other content made available on or through the use of the Services, is provided on an "as is" and "as available" basis. To the maximum extent permitted by law, SAFETONET expressly disclaims all warranties and conditions of any kind, express, implied or collateral, including without limitation any warranty or merchantability, fitness for a particular purpose or non-infringement.
- 12.2 SAFETONET does not warrant the accuracy or completeness of any personal information or any other content accessed through the use of the Services. Information may not be current at the moment you use the Services and may contain errors.
- 12.3 SAFETONET makes no warranty that the Services may will meet your requirements; that the Services will be uninterrupted, timely, secure or error-free; that notifications or requests will be delivered; that defects will be corrected; or that the Services are free of viruses or other harmful components.
- 12.4 Your use of the Services is at your sole risk. You are responsible for verifying any personal information or other Content before relying on it. For greater certainty, you agree that all risk associated with the use of, or reliance on, any personal information or content of the Services, rests with you. You further agree that SAFETONET will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any personal information or content of the Apps, SAFETONET Site or Services.
- 12.5 The SAFETONET Site and/or the Apps may contain links to other external websites. SAFETONET does not give any undertaking that products or services purchased from those websites linked to the SAFETONET Site and/or the Apps will be of satisfactory quality, and any such warranties are disclaimed absolutely. This does not affect the your statutory rights against any such websites.

## **13 Liability**

- 13.1 SAFETONET shall not to the extent permitted by law be liable for any indirect or direct damages, costs, expenses and losses whether incurred directly or indirectly or any loss of data, use or goodwill or other unspecified losses of or arising from;
  - 13.1.1 the use or attempted use of the SAFETONET Site, the Apps or Services by you;
  - 13.1.2 the conduct or provision of any commodity, goods or services, information and content including any unlawful, defamatory or offensive conduct by third parties or other;
  - 13.1.3 any unlawful or unauthorised alteration, access or use of material, content or transmissions; or

- 13.1.4 any information or content derived or accessed from the Services.
- 13.1.5 In any event the aggregate liability to SAFETONET shall not exceed £10.00 or the total sum you have paid to SAFETONET over the preceding six months for the Service giving rise to the claim and the limitations contained herein shall apply all liabilities, damages, costs, expenses or losses including but not restricted to claims for breach of contract, negligence, breach of warranty or breach of statute or otherwise. Nothing in these Terms shall exclude or limit any liability that SAFETONET may have for personal injury or death; section 2(3) of the Consumer Protection Act 1987; fraud or fraudulent misrepresentation; or any other matter for which it would be illegal to exclude, or attempt to exclude liability.

13.2 SAFETONET MAKES NO REPRESENTATIONS ABOUT THE TYPE OF INFORMATION THAT IS DETECTED BY OUR SYSTEM OR THAT IS CONTAINED IN THE NOTIFICATIONS THAT ARE PROVIDED TO YOU, OR IN THE ABILITY OF THE SERVICES TO DETECT ANY PARTICULAR INFORMATION.

## 14 Indemnity

14.1 You agree to indemnify, defend and hold SAFETONET, and its officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms by you or any other liabilities arising out of your use of the Services, or the use by any other person accessing the SAFETONET Site and/or the Apps using your account and/or personal Information.

## 15 Notices and written communications

15.1 You accept that communication with SAFETONET will be predominately electronic and that SAFETONET will contact you by e-mail or provide information by posting notices on the SAFETONET Site or within the Apps. You hereby agree that all information communicated by SAFETONET to you, including but not limited to contracts, shall comply with any legal requirement that such communications be in writing.

15.2 For the avoidance of doubt the foregoing shall apply in respect of any laws require that some of the information SAFETONET sends to you should be in writing.

15.3 Any communication to be given to SAFETONET in connection with the matters contemplated by these Terms shall be given to SAFETONET Limited at Office H0120, 35 Victoria Road, Darlington, Co Durham, DL1 5SF UK. Without prejudice to the forgoing and for the avoidance of doubt, SAFETONET does not accept electronic service of any legal documents. Any communication to be given to you by SAFETONET shall either be by way of

the e-mail address or the postal address provided to the SAFETONET Site or within the Apps.

15.4 You shall be deemed to have received and been properly served with the communication immediately once it is posted on the SAFETONET Site, and/or the Apps, 24 hours after an e-mail is sent, or three days after the communication has been posted. In proving the service of any notice, it will be sufficient to show, in the case of a letter, that delivery by hand was made or that the envelope containing the communication was properly addressed and posted in a pre-paid envelope and, in the case of an e-mail that said e-mail was sent to the specified e-mail address of the addressees.

## **16 Transfer of rights and obligations**

16.1 These Terms represent the agreement between SAFETONET and you and is binding on both parties and on their respective successors and assigns.

16.2 SAFETONET may at any time, without your approval, assign or transfer the whole or any part of its rights under these Terms to any person.

16.3 You may not assign any of your rights or transfer any of your obligations under these Terms or enter into any transaction which would result in any of these rights or obligations passing to another person without obtaining the prior written consent of SAFETONET.

## **17 Force Majeure**

17.1 SAFETONET will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by events outside its reasonable control (a 'Force Majeure Event').

17.2A "Force Majeure Event" means Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of any government or authority, fire, explosion, flood, fog, power failure, national industrial disputes and any other circumstance whatsoever beyond the reasonable control of SAFETONET.

17.3 Performance by SAFETONET under any contract shall be suspended for the period that the Force Majeure Event exists, and SAFETONET will have an extension of time for performance for the duration of that period.

## **18 Waiver**

18.1 No delay or omission on the part of SAFETONET in exercising any right or remedy under these Terms shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single partial or defective exercise by SAFETONET of any such right or remedy preclude any other or further exercise under these Terms of that or any other right or remedy. Without prejudice to this clause, a waiver by SAFETONET of any default shall not constitute a waiver of any subsequent default.

## **19 Severability**

19.1 Each of the provisions of these Terms is severable. If any of the provisions of these Terms are determined by any competent authority to be illegal, invalid, unlawful or unenforceable in any respect under the law of England and Wales, such provision will to that extent be severed from the remaining provisions and the legality, validity or enforceability in that jurisdiction of the remaining provisions of this Agreement as appropriate, shall not in any way be affected or impaired thereby.

## **20 Entire Agreement**

20.1 These Terms represent the entire agreement between SAFETONET and you in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between SAFETONET and you, whether oral or in writing.

20.2 SAFETONET and you each acknowledge that, in entering into a contract, neither party has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between them prior to such contract except as expressly stated in these Terms.

20.3 SAFETONET intends to rely upon these Terms in relation to the subject matter of any contract.

20.4 While SAFETONET accepts responsibility for statements and representations made by its duly authorised agents, it is your responsibility to ask for any variations from these Terms to be confirmed in writing.

## **21 Law and Jurisdiction**

21.1 These Terms shall be governed by the laws of England and Wales and SAFETONET and you agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any disputes which may arise in relation to these Terms.

**These Terms of Use were last updated on 16 July 2017.**

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## SAFETONET Privacy Policy

Safetonet respects your concerns about privacy and values its relationship with you.

This document sets out how information provided by users of the website [www.safetonet.com](http://www.safetonet.com) and the Safetonet App (sometimes known as the Device and Application Management Software), the SafeToNet Intelligent Content Blocking Services App (ICBS), the SafeToTalk App and the SafeToNet websites [www.safetonet.com](http://www.safetonet.com) and [www.safetotalk.com](http://www.safetotalk.com), (plus other web sites owned and managed by Safetonet) is protected and used by Safetonet Limited, the owner and operator of the websites and the Apps.

### 1. General

- 1.1. The websites [www.safetonet.com](http://www.safetonet.com) and [www.safetotalk.com](http://www.safetotalk.com), the SAFETONET App, the SafeToNet ICBS App, and SafeToTalk App are owned and operated by SAFETONET Limited (the "Site" and the "Apps, respectively), a company registered in England and Wales with company No.; 08733316 and offices at Office H0120, 35 Victoria Road, Darlington, Co Durham, DL1 5SF ("SAFETONET", "we", "us" and "our"). The Site and Apps provide online safeguarding and advisory services (collectively the "SAFETONET Service").
- 1.2. Any person who visits or uses the Site and/or Apps (each a "User", "you" or "your") agrees to be bound by this Privacy Policy (as reasonably amended from time to time). This Privacy Policy applies to all "personal data" as defined in the Data Protection Act 1998 and the Data Controller for the purpose of the same legislation shall be SAFETONET.
- 1.3. This Privacy Policy only applies to information collected by SAFETONET on the Site and through the Apps and SAFETONET Service.
- 1.4. Any transmission of information to the Site and/or Apps is at the risk of the person doing so. Although SAFETONET shall endeavour to protect information provided by Users and collected on behalf of Users, we cannot guarantee that the information supplied and collected will be protected against unauthorised access.
- 1.5. Any capitalised words used but not defined in this Privacy Policy shall have the same meaning as defined in the SAFETONET Terms and Conditions of Use.

### 2.0 Information Collected

- 2.1 In order to use the SAFETONET Service, a person may be required to provide certain information including but not limited to information which may be used to identify that person and or their dependents and family members such as names, and email addresses as well as financial information, applications and mobile devices used.
- 2.2 In addition to the above, certain information is automatically transferred to the Site and/or SAFETONET App when the Site and/or Apps is used or visited. This may include Internet Protocol (IP) addresses, cookies and other connection information including but not limited to:
  - 2.2.1 the International Mobile Equipment Identity (IMEI) in order to generate a hash that ensures anonymity. The hash is used to analyse and aggregate equipment data for statistical purposes. The above information is used for

the purpose of identifying the telecommunications device eligible to receive updates for the SAFETONET Service. After the service has terminated the data is retained in statistical form exclusively for internal research.

2.2.2 Information regarding installation of the SAFETONET Service. This information indicates to SAFETONET whether installation of the SAFETONET Service was successfully completed and is collected by SAFETONET for the purpose of evaluating and improving SAFETONET's product installation success rate. This information is not correlated with any personally identifiable information.

2.2.3 Information on installed applications including, but not limited to; the application name and version, package name, description and dates installed and uninstalled, content including text and images, connections including friends and followers.

2.3 All of the collected information as set out above is necessary for the purpose of delivering or optimising the functionality of SAFETONET's products and may be transferred to the SAFETONET group in the United Kingdom or other countries that may have less protective data protection laws than the region in which You are situated (including the United States of America), but SAFETONET has taken steps so that the collected information, if transferred, receives an adequate and industry accepted level of protection.

### **3.0 Use and Disclosure of Information**

3.1 All information collected is used to improve and maintain the SAFETONET Service. Some examples include but are not limited to:

3.1.1 Using personally identifiable information (Personal Information) in order to ensure the SafeToNet software works on all devices used by a safeguarded dependent; help and advise Users; prevent abuse of the Site and/or Apps;

3.1.2 It is the User's responsibility to inform their legal dependents that the SAFETONET Service has been downloaded onto the computer and mobile devices they are using and to inform them that they are being safeguarded and their personal information is being tracked and analysed.

3.1.3 Using financial information ("Financial Information") to process orders and detect and prevent fraud;

3.1.4 Providing Users with information regarding updates and recommendations; and

3.1.5 Using automatic information to maintain and improve the Site and notifying Users of any changes to the Site and/or Apps.

3.1.6 None of the Financial and Personal information collected on the Site or SAFETONET is sold to third parties. It is only used in the manner set out in this privacy policy.

3.2 Information is always used in a manner which SAFETONET believes is necessary to protect the integrity of the Site, the Apps and SAFETONET Service; and

- 3.3 Without prejudice to the forgoing or the remainder of this document, SAFETONET in the event of a transfer of ownership of the Site and/or the SAFETONET App, reserves the right to transfer any information it holds if so required as part of the transfer of ownership.
- 3.4 A person who provides Financial Information to SAFETONET when using the SAFETONET Service will be deemed to have given SAFETONET express consent to use that Financial Information in any manner necessary in order to facilitate the delivery of the services being purchased. This includes but is not limited to granting any relevant financial institutions access to the Financial Information for the purpose of facilitating payment.
- 3.5 “Automatic Information” refers to information such as IP addresses, information stored on cookies and any other information which can be used to determine how the Site and/or Apps and/or the SAFETONET Service is being used and which is generated automatically. This is used to develop statistics and aggregate information about the number of people who visit the Site, use the Apps and use the SAFETONET Service. This information is then used to customise the content and layout of the Site and use of the Apps in order to improve the SAFETONET Service.
- 3.6 SAFETONET reserves the right to disclose any information, including your Personal Information or information otherwise relating to you, as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

#### **4.0 Data Storage, Removal and Right to Access**

- 4.1 We have taken reasonable and appropriate administrative, technical, organisational, and physical security and risk management measures in accordance with applicable laws to ensure your Personal Information is adequately protected against accidental or unlawful destruction, accidental loss, alteration, unauthorised disclosure, or access, use, and all other unlawful forms of processing of your Personal Information in our possession.
- 4.2 In the event of termination for any reason, Personal Information will be removed within 45 days of termination, with the exception of backups (saved only for backup or for any unforeseen circumstances). However, we may retain such Personal Information to cover any legal responsibilities that may arise from our relationship with you. Access to such data will be blocked in accordance with applicable laws unless such event arises.
- 4.3 Subject to applicable laws, you have the right to ask us to provide you with information regarding the Personal Information we process about you, to revise your Personal information, to delete your information, to withdraw your consent, or to remove you from any of our mailing lists. We may retain certain Information if necessary to prevent fraud or future abuse, or as otherwise required or permitted by law.

#### **5.0 Your Obligation to Personal Information**

- 5.1 It is your responsibility to ensure that any disclosure by you to SAFETONET of Personal Information of your users or third parties is in compliance with applicable privacy and data security laws, including informing users and third parties that you are providing their Personal Information to SAFETONET, informing them of how it will be transferred,

used, or processed, and gathering appropriate consents and other legal measures required for such transfer, use, or processing.

## **6.0 Information about Your Dependents**

6.1 SAFETONET does not target or sell products services to children. Children under 13 years of age may not submit personally identifiable information without the consent of the User who warrants that they are their legal guardian. We do not provide personally identifiable information about children under 13 years of age to any third party for any purpose unless required to do so by way of legal disclosure.

6.2 The nature of the SAFETONET Service is that, with a User's express permission, we collect and automatically analyse information about the applications running on your dependent's mobile device.

## **7.0 Cookie policy**

7.1 When you visit the Site and/or Apps SAFETONET may use "cookie" technology to make that experience simple, personalised and enjoyable. Cookies are small files that are issued to your computer or any other device that you may use to access the Internet such as a mobile device. These files contain information about how that computer or mobile device is being used so that where it is used to access the Site frequently or where a particular feature of the Site is accessed frequently, SAFETONET can obtain useful information on how to improve the Site and the SAFETONET Service. SAFETONET will use some cookies that only last the duration of your web session and expire when you close your browser. Other cookies are used to remember you when you return to the Site and/or use the Apps again and will last longer.

7.2 SAFETONET may use cookies to:

- 7.2.1 create a specific log-in session for Users to ensure that page requests by Users are delivered in an effective, secure and consistent manner;
- 7.2.2 recognise when a User has visited the Site before so that SAFETONET can identify the number of unique visitors to the Site and/or Apps to help us ensure we have enough capacity for the number of Users that we get;
- 7.2.3 customise elements of the layout of the Site and/or content of the pages of the Site and/or Apps;
- 7.2.4 store selections that you may make;
- 7.2.5 collect statistical information about how you use the Site and/or Apps so that we can improve the Site and/or Apps and learn which parts are most popular; and

7.3 Cookies can be disabled. You are advised to consult the "help" function on this matter within your web browser and/or by adjusting the privacy settings of your computer or mobile device. However if you do disable or limit the use of cookies you will not be able to make best use of the Site and Apps as SAFETONET intended and so your experience of the Site and the Apps and their related Services may not be so enjoyable.

## **8.0 Security and confidentiality**

8.1 SAFETONET has installed secure-server software which encrypts all Personal Information and Financial Information including credit and debit card numbers (if we collect such information). The encryption process takes the characters entered on the Site and/or Apps and converts them into bits of code that are then securely transmitted over the Internet. This is done using Secure Socket Layer certificates. As a result if you provide SAFETONET with any credit or debit card details, no cardholder information will be passed unencrypted.

## 9.0 Privacy Policy Changes

9.1 This policy is subject to change. SAFETONET expects the majority of such changes to be minor, but there may be changes that are more significant. In the event there is a major change to our privacy practices, we will email you to describe such changes and post prominent notice on the SAFETONET Site. If the change involves the use of your Personally Information, the notice will contain instructions on how you can opt-out of such use. If you continue to use the SAFETONET Service or SAFETONET Site or Apps after notice of changes have been sent to you or published on our site, you hereby provide your consent to the changed practices.

**This Privacy Policy was last updated on 11 July 2017.**

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