

Skygd's terms & conditions

INTRODUCTION

The following Skygd Subscription and User Licence Contract applies to all Skygd's subscription products and related user software tools ("The Skygd program"), further specified in the price list with functions.

The Skygd program can, when correctly used (in accordance with the user manual [link](#)) initiate "**ICE signalling**" to a predefined "alarm centre" or to a predefined closely related person. As a user, it is your responsibility to purchase, separately from the Skygd subscription and the Skygd program, a recommended mobile telephone [link](#) and a mobile telephone subscription. The mobile telephone service provider is responsible for delivering SMS messages initiated by the Skygd program. The use of Skygd involves costs for telephone subscriptions, SMS, data and telephone calls.

Depending on the type of subscription, Skygd gives access to the following types of services in conjunction with your **ICE signalling**: definition of geographic position, audio recording, reproduction of photographs/video, and an ICE SMS which is initiated and conveyed, via a mobile telephone network, to an "alarm centre" or to a predefined closely related person.

SKYGD SUBSCRIPTION AND USER LICENCE CONTRACT

1.) THE CONTRACT

The following Skygd Subscription and User Licence Contract ("The Contract") applies to all Skygd's subscription products and related user software tools ("The Skygd program").

The contract and any new versions of this contract between Skygd AB (Skygd) and you concern your use of the Skygd program on the mobile telephone terminal and the personal computer on which the Skygd program can and has been installed, by you or by a third party, together with access to the Skygd subscription services.

2.) SKYGD SUBSCRIPTION TERMS & CONDITIONS

Skygd hereby grants you the right to the Subscription you have ordered and specified in conjunction with downloading the Skygd Program.

You hereby undertake, in the event that the Subscription or the use thereof is connected with a payment (link), to pay this in accordance with the mobile operator's payment terms & conditions.

3.) USER LICENCE TERMS & CONDITIONS – THE SKYGD PROGRAM

Skygd hereby grants you a restricted, personal, non-commercial, non-exclusive, non-relicenceable, non-transferable, free of charge licence to download, install and use the Skygd program on your computer and mobile telephone, exclusively for the purpose of personal use in conjunction with Skygd's subscription services.

You may not carry out, cause, permit or authorise any modification, creation of derived programs, translation, reverse engineering (decoding), decompilation, disassembly or hacking of the Skygd program or any part thereof.

All copyright pertaining to the Skygd program is and remains the exclusive property of Skygd and/or its licensors. Nothing in this contract envisages the transfer of any such copyright to you, or the creation of any such right for you. You are only entitled to the restricted use of the copyright granted to you in this contract. You may not take any action that risks causing damage to, or limits or infringes, Skygd's copyright. All unauthorised use of Skygd's copyright contravenes this contract and also contravenes legislation and agreements concerning copyright, including but not limited to copyright legislation and trademark legislation. All claims and all intellectual property rights to any content from third parties not included in the Skygd program, but which can be accessed by using the Skygd program, belongs to the respective owner of the content, and may be protected by applicable copyright legislation and other intellectual property rights legislation and agreements.

Other terms & conditions:

- Distribution of the Skygd program. You may not sell, transfer, hire out, lease out, distribute, export, import, act as intermediary or provider, or in any other way assign to a third party any rights relating to the Skygd program or any part thereof.
- Skygd advertising materials. Nothing in this contract gives you any right whatsoever to make use of Skygd advertising materials.
- Your confidential information and privacy. Skygd safeguards your privacy and your personal details, including any determination of your position. The privacy policy specifies in which ways Skygd may use your personal details, telephone traffic details, and the contents of your communications, [Link](#)
- You hereby grant your consent to the processing of your geographic position arising as a result of the provision of the subscribed service and initiated as a result of your ICE signalling. The determination of your position thus generated will remain at Skygd for a limited period of time not exceeding 30 days after the determination of your position has been generated.
- You hereby grant your consent to have your personal data transferred and processed in Sweden.

4.) OTHER TERMS & CONDITIONS

No guarantee. The installation of the Skygd program facilitates communications between you and other users of the Skygd program.

Skygd does not provide any guarantee that you will always be able to communicate with other Skygd users, nor can Skygd provide any guarantee that you will be able to communicate without disruptions, delays or other problems related to communications, nor that your communications will always be delivered to other Skygd users. Skygd does not accept responsibility for any such disruptions, delays or failed communications that may occur during the use of the Skygd program.

Utilisation of your computer. The Skygd program may use the processor and bandwidth in the computer/mobile telephone (or other suitable unit) you are using, for the limited purpose of facilitating communications between users of the Skygd program. Skygd makes commercially reasonable efforts to protect the privacy of the computer resources (or resources on some other suitable unit) that you are using, and your communications. However, Skygd cannot issue any guarantees about this.

Modifications. Skygd, at its discretion, reserves the right to add new properties and functions, or to provide corrective files, updates or upgrades to the Skygd program. Skygd may, at its discretion, amend, terminate or cancel your facility to use the Skygd program and/or to deactivate all Skygd programs you have already used or installed, for the purpose of repairing, enhancing and/or upgrading the underlying technology, or for any other reasonable purpose whatsoever. Skygd does

not accept responsibility for direct or indirect damage caused by the issue and/or lack of the issue of new versions of the Skygd program.

Legal purposes. You undertake to fulfil your obligations under the contract and all applicable legislation, regulations and rules relating to the use of the Skygd program, including applicable rules governing the export or import of computer software. You will use the Skygd program for legal purposes. Accordingly, you may not in any way (a) intercept, eavesdrop on, damage or modify any communication not intended for you; (b) use any form of spider, virus, worm, Trojan horse, time bomb or other computer code or instruction intended to distort, delete, damage or decode the Skygd program or communications; (c) send unsolicited commercial communications not permitted under relevant legislation; (d) subject another user to material which is offensive, injurious to minors, indecent or in any other way dubious; or (e) expose any part of a system or Internet connection belonging to Skygd or to a third party to danger.

Compensatory damages. You agree that you will compensate Skygd for any demands for compensation, and that you will protect and hold Skygd and Skygd staff harmless from all responsibility and all demands for compensation, including reasonable legal costs paid out by the named parties in connection with or by reason of your (a) infringement or contravention of the conditions in this contract or applicable legislation or regulation, regardless of whether this is specified in this contract or not; or (b) infringement of rights belonging to a third party; or (c) use or misuse of the Skygd program; or (d) communications transmitted by means of the Skygd program.

Contract period, cancellation, updates

This contract comes into force when you install the Skygd program and applies until cancelled either by Skygd or by you in the way described below.

Cancellation of the contract. You may cancel this contract with immediate effect at any time. Without limiting other indemnifications, Skygd may restrict, annul or cancel this subscription and this licence and your use of the Skygd program, prohibit access to the Skygd website and delete your user account and/or your user ID with immediate effect if in our view you have breached the conditions in this contract; have caused problems or legal claims (actual or potential); have acted in a way incompatible with the letter and the spirit in our policy, which you can read at www.skygd.co.uk; infringed another person's intellectual property rights, carried out fraudulent, immoral or illegal activities, or for other similar reasons. Skygd will cancel this service by informing you at the e-mail address you have provided and/or by preventing your access to your account. We reserve the right to cancel user accounts that have not been used for more than one (1) year. Skygd may cancel the contract if Skygd cannot deliver its services by reason of a sub-supplier no longer supplying its products or services.

When the contract is cancelled (a) your subscription rights, licences and rights to the use of the Skygd program and Subscription terminate, and (b) you must immediately and entirely cease to use the Skygd program, and (c) you must remove the Skygd program from all hard discs and the mobile telephone, and destroy all copies of the Skygd program that you own or over which you have control.

Skygd does not accept responsibility for any damage caused by the cancellation of this contract.

Updating of contract. Skygd reserves the right to modify this contract at any time by publishing the revised contract on the Skygd website. The revised contract will enter into force thirty (30) days after publication or delivery to you, provided you have not expressly accepted the revised contract previously by clicking on the Approve button. Your express acceptance, or your continued use of

the Skygd program after the expiry of the 30-day period, shall constitute your consent to remain bound by the terms and conditions in the revised contract. The most recent version of this contract can be found at www.skygd.co.uk.

Guarantee exclusion and limitation of liability. THE SKYGD PROGRAM IS PROVIDED ON AN 'AS IS' BASIS, WITHOUT ANY GUARANTEE WHATSOEVER; SKYGD DOES NOT PROVIDE ANY GUARANTEE, ASSURANCE OR UNDERTAKING, WHETHER EXPRESSLY, BY IMPLICATION OR STATUTORY, RELATING TO THE SKYGD PROGRAM OR THE SUBSCRIPTION, INCLUDING WITHOUT LIMITATION, QUALITY GUARANTEES, PERFORMANCE, INFRINGEMENT OF COPYRIGHT, MERCHANTABILITY OR SUITABILITY FOR ANY SPECIAL PURPOSE. FURTHERMORE, SKYGD DOES NOT PROVIDE ANY GUARANTEE OR UNDERTAKING THAT THE SKYGD PROGRAM OR SUBSCRIPTION WILL AT ALL TIMES BE ACCESSIBLE, WITHOUT DISRUPTION, AT THE RIGHT TIME, IN A SECURE WAY, WILL BE CORRECT, COMPLETE AND FREE OF ERROR, OR THAT THE PROGRAM OR THE SUBSCRIPTION FUNCTIONS WITHOUT LOSS OF PACKETS; NOR DOES SKYGD GUARANTEE ANY CONNECTION TO, OR DATA TRANSFER FROM, THE INTERNET, OR THE QUALITY IN TELEPHONE CALLS MADE USING THE SKYGD PROGRAM.

Special exclusion of liability concerning ICE Signalling. Skygd does not guarantee the connection to the alarm centre using the Skygd program. Neither Skygd nor its board members or employees can be held responsible for any claims, damages or losses, and you hereby waive all such claims caused or connected to the use of the Skygd program for contacting emergency call staff.

Own risk. You accept that all risks arising from the use of the Skygd program or functions of the Skygd programs always fall on you, to the extent permitted by law.

No responsibility. The Skygd program is provided to you free of charge. YOU THEREBY ACCEPTS THAT SKYGD, ITS LICENSORS, AND SKYGD STAFF BEAR NO RESPONSIBILITY WHATSOEVER IN CONJUNCTION WITH AND BY REASON OF YOUR USE OF THE SKYGD PROGRAM, IN THE WAY DESCRIBED BELOW. YOUR ONLY RIGHT AND REMEDY IN RELATION TO ANY PROBLEMS OF DISSATISFACTION WITH THE SKYGD PROGRAM CONSIST OF IMMEDIATELY UNINSTALLING AND CEASING TO USE THE SKYGD PROGRAM.

Limitation of liability. SKYGD, ITS AFFILIATED PARTNERS, ITS LICENSORS, AND SKYGD STAFF ARE NOT UNDER ANY CIRCUMSTANCES RESPONSIBLE, WHETHER IN RELATION TO CONTRACTS, GUARANTEES, DAMAGES (INCLUDING NEGLIGENCE), PRODUCT RESPONSIBILITY OR OTHER FORM OF RESPONSIBILITY, FOR INDIRECT, TEMPORARY, PARTICULAR OR CONSEQUENTIAL DAMAGE (INCLUDING WITHOUT LIMITATION ALL LOSS OR CORRUPTION OF DATA, DISRUPTIONS, COMPUTER ERRORS OR MATERIAL LOSSES) CAUSED BY THE USE, OR INABILITY TO USE, THE SKYGD PROGRAM, EVEN IF SKYGD, ITS AFFILIATED PARTNERS, ITS LICENSORS OR SKYGD STAFF HAVE BEEN INFORMED OF THE RISK OF SUCH DAMAGE. It may be that some of the exceptions and limitations above do not apply to you if you are domiciled in a jurisdiction in which the exceptions and limitations are not legally permitted. In such cases, the responsibility is limited to the greatest extent permissible under such law.

Only contract. The terms and provisions in this contract constitute the only contract between you and Skygd relating to the subject of the contract, and replace all previous terms, conditions and contracts, regardless of the form, on this subject.

Partial invalidity. If any terms or provisions of this contract are declared invalid in their entirety or in relation to specific applicability, the remainder of his contract shall nevertheless remain valid and in force.

No revocation of rights. If Skygd does not take any action against any breaches of the conditions of the contract, this does not mean that Skygd abrogates the right to do so at a later point in time.

Transfer. You may not transfer of this contract, or the rights in this contract. Skygd has the right at its discretion to transfer this contract or the rights in this contract to a third party without advance notice.

Applicable law and court of jurisdiction. This contract is subject to, and shall be interpreted in accordance with, applicable Swedish law, and any court proceedings arising by reason of or in relation to this contract are subject to Swedish jurisdiction.

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