

RVS Go App - Terms of Use

1 DEFINITIONS

These Terms of Use (“**Terms**”) include the following definitions:

“**Client**” means the legal entity that Securitas has contracted with for the provision of RVS Go.

“**Client Contract**” means the contract under which the Client has ordered RVS Go.

“**Device**” means the computer or smart phone or other portable device with network communication, to which the application for RVS Go is downloaded or connected.

“**RVS Go App**” means the web or smart phone application for RVS Go provided by Securitas under the Client Contract.

“**Securitas**” means the Securitas affiliate that has signed the Client Contract granting Users the right to access and use RVS Go App. Contact details to Securitas affiliates can be found at <https://www.securitas.com/sgcs-legal-documents>.

“**User(s)**” means the Client’s registered employees or its other contracted users of RVS Go App.

2 APPLICATION AND ACCEPTANCE

- 2.1 These Terms govern the use of RVS Go App and sets forth the agreement between Securitas and the User.
- 2.2 The rights and obligations of the Client and Securitas in relation to RVS Go are governed by the Client Contract. The User is an employee or another contracted user of Client and therefore represents the Client when accessing and using the RVS Go App. Client is ultimately liable and responsible for User’s compliance with these Terms. As concerns the contractual relationship between the Client and Securitas, in case of conflict between the terms of the Client Contract and these Terms the Client Contract will prevail.
- 2.3 It is important that User reads and understands these Terms before using RVS Go App. If you as User do not agree to these Terms, you must not use RVS Go App. User accepts these Terms by clicking “agree” or “accept” when RVS Go App is first accessed by the User and thereafter when RVS Go App is used.
- 2.4 Securitas reserves the right to amend and change these Terms at any time, inter alia due to RVS Go App updates and/or technical or regulatory change. Modified Terms applies when User access RVS Go App for the first time thereafter or as notified by Securitas, whichever occurs first.



3 GRANT OF USER RIGHTS

- 3.1 Securitas hereby grants User the right to use RVS Go App only in accordance with these Terms. User acknowledges and confirms that the Client Contract may include additional terms that User is obliged to comply with and that the grant of user rights herein is conditional upon the existence of a valid Client Contract.
- 3.2 The rights granted hereunder is limited to a personal, non-exclusive, non-transferable, revocable, and limited right to use RVS Go App on a Device while it is in User's possession and under User's control. Securitas reserves all rights not expressly granted under these Terms.
- 3.3 By using RVS Go App, you as a User confirm that you are authorized by Client to use RVS Go App and that Client is informed of your use. You also confirm that you are aged 18 or over, and therefore can create binding legal obligations for any liability you may incur as a result of the use of RVS Go App.

4 USER RESTRICTIONS

- 4.1 User undertakes to use RVS Go App for its intended purposes only, in accordance with these Terms and any instructions and documentation provided on the website that Securitas has designated for RVS Go App. User may not use RVS Go App for any unlawful, illegal, or improper purposes. User agree not to (i) rent, lease, lend, sell, redistribute or sublicense RVS Go App or a Device on which the application is installed, (ii) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the RVS Go App, any updates, or any part thereof, (iii) delete, change or modify in any way any copyright notices or trademarks contained in RVS Go App, (iv) impact, monitor, damage, intercept, expropriate or copy the functionality, data and/or security of RVS Go App, and/or (v) engage in any act that interferes with Securitas' or its contractor's business operations, violates these Terms or infringes Securitas' or its contractor's intellectual property rights.
- 4.2 User is responsible for and agree to (i) provide current, complete and accurate information when creating a User account, and to update the User account information as necessary to keep it current, complete and accurate, (ii) protect User's Device against unauthorized access, (iii) comply with all applicable laws when using RVS Go App, (iv) download and install the latest updates and/or upgrades of RVS Go App, and (v) make sure that all settings, required network communication, entries, and changes necessary to operate RVS Go App on a Device are enabled and correct.
- 4.3 The RVS Go App may require access to third party services such as mobile network connection and roaming. Securitas is not liable for any additional terms or costs of service that may apply with respect thereto and Securitas is not responsible for the proper functionality of, or compatibility with, any such third-party services. Securitas cannot guarantee that RVS Go App is compatible with and will work on all Devices or with third party services. User agrees to comply with any applicable third-party terms when using RVS Go App.



- 4.4 User is solely responsible for backing up data uploaded in and produced by RVS Go, including but not limited to the relevant video results and evidence available on or through RVS Go App.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 User acknowledges and agrees that Securitas or its (sub)contractors are the sole owners of all intellectual property rights, title, and interest in RVS Go App, and in any works made, conceived, or developed by Securitas' or by its (sub)contractor's employees, affiliates or contractors, and in all intellectual property rights acquired by Securitas or its (sub)contractors or otherwise owned or licensed by Securitas or its (sub)contractors relating to RVS Go App or any modifications pursuant to the performance of RVS Go App. User has no intellectual property rights in RVS Go App and no such intellectual property rights are transferred by these Terms.
- 5.2 User acknowledges and agrees that User will not use RVS Go App proprietary information or materials in any way whatsoever except for use of RVS Go App in compliance with these Terms. No portion of RVS Go App may be reproduced in any form or by any means, except as expressly permitted in these Terms. User agrees not to modify or create derivative works based on RVS Go App in any manner, and User will not use RVS Go App in any unauthorized way whatsoever
- 5.3 Nothing in these Terms gives User the right to use the trade names, trademarks, service marks, logos, domain names or any other distinctive signs of RVS Go App or Securitas and its affiliates or its (sub)contractors.

6 LIMITED WARRANTY

- 6.1 Securitas shall use reasonable skill and due care in providing RVS Go APP and implement the technologies needed to ensure reasonable quality and availability of RVS Go APP. Securitas does not guarantee that User will be able to connect to the RVS Go APP at all times. Securitas will interrupt access to the RVS Go APP to assure service maintenance in order to update or correct RVS Go APP, to deploy security patches and for maintenance. Securitas will use third party (sub)contractors to provide RVS Go APP.
- 6.2 USER EXPRESSLY ACKNOWLEDGE THAT USE OF RVS Go APP IS AT USER'S OWN RISK AND IS SUPPLIED ON AN "AS IS" OR "AS AVAILABLE" BASIS. RVS Go APP MAY CONTAIN ERRORS AND BE INTERRUPTED AND BE TEMPORARILY OR PERMANENTLY SUSPENDED. SECURITAS, SECURITAS' LICENSORS AND (SUB)CONTRACTORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES WORLDWIDE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NON-INFRINGEMENT.
- 6.3 SECURITAS DO NOT GUARANTEE AND MAKE NO COMMITMENT OR WARRANTY CONCERNING THE USE OF RVS Go APP OR THE RESULTS OF THE USE OF RVS Go APP IN TERMS OF CONFORMITY, ACCURACY,



COMPLETENESS, RELIABILITY, SECURITY, AVAILABILITY ETC. WITHIN THE LIMITS AUTHORIZED BY APPLICABLE LAW.

- 6.4 USER WILL BEAR ALL RISKS ASSOCIATED WITH THE USE OF RVS Go APP, INCLUDING BUT NOT LIMITED THE RISK FOR LOSS OF DATA. SECURITAS DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT RVS Go APP WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND SECURITAS DISCLAIMS ANY LIABILITY RELATING THERETO.
- 6.5 SECURITAS MAY IN NO CASE BE HELD LIABLE FOR PAYMENT TO USER OF ANY SUM OR ANY DAMAGES AS A RESULT OF USER BEING UNABLE TO USE ALL OR PART OF RVS Go APP. IN NO CASE MAY SECURITAS BE HELD RESPONSIBLE FOR ANY DIRECT, INDIRECT, ACCIDENTAL, INCIDENTAL OR OTHER DAMAGES RESULTING FROM THE USE OR IMPOSSIBILITY OF USING RVS Go APP, EVEN IF SECURITAS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.6 IN THE EVENT OF A BREACH OF THE LEGAL OR CONTRACTUAL OBLIGATIONS HEREIN, SECURITAS RESERVES THE RIGHT TO DELETE THE USER ACCOUNT(S) AND TERMINATE ALL RIGHTS TO USE RVS Go APP.
- 6.7 REGARDLESS OF THE ABOVE, THE PROVISIONS OF THIS SECTION IN NO EVENT LIMIT SECURITAS LIABILITY IN THE EVENT OF FRAUDULENT STATEMENTS OR DEATH OR PHYSICAL INJURY RESULTING FROM NEGLIGENCE. IN ADDITION, THE RESTRICTIONS, EXCLUSIONS AND NON-LIABILITY CLAUSES OF THIS SECTION AND OF THE OTHER STIPULATIONS OF THESE TERMS APPLY WITHIN THE LIMITS OF APPLICABLE LAW.
- 6.8 SOME JURISDICTIONS DO NOT ALLOW DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

7 INDEMNITY

User agrees to defend, indemnify, release and hold Securitas and its (sub)contractors harmless from and against all liabilities, costs and expenses, including reasonable fees of attorneys and other professionals, related to or resulting from User's breach of these Terms or User's acts or failure to act in accordance with User's obligations under these Terms, except to the extent that such liabilities arise from Securitas' fraud or willful misconduct. In the event User provide registration or other information that is untrue, inaccurate, fraudulent or out of date, User agrees to indemnify Securitas for and hold Securitas harmless from and against any and all liability, damages, loss or expenses it may incur, including but not limited to loss of business profits, taxes, penalties or sanctions, interest, fees, costs and expenses of any nature arising from or related to any claim, demand, action or proceeding alleged or initiated against Securitas by any third party based upon such information.



8 PRIVACY NOTICE

For the purposes of providing RVS Go App to User, it is necessary for Securitas to process User personal data. For more information regarding Securitas' processing of User personal data, please see the privacy notice for RVS Go App provided when User register for the use of RVS Go App (which may also be found <https://www.securitas.com/sgcs-legal-documents>).

9 ASSIGNMENT

Securitas may assign all or parts of its rights and obligations under these Terms to any affiliate that is part of the Securitas group.

10 GOVERNING LAW

These Terms is governed by the laws in the country where Securitas has its official head office, without regard to any choice or conflict of law principles.

11 TERMINATION OF AGREEMENT

- 11.1 These Terms are terminated or expires when the Client Contract is terminated or expires, unless otherwise specifically agreed.
- 11.2 User may terminate these Terms at any time by deleting the RVS Go App application from User's Device.
- 11.3 Securitas can terminate these Terms and User's rights to RVS Go App immediately by written notice if:
 - a) User is not accepting these Terms including Privacy Notice, or violates these Terms or the Privacy Notice, or Client is in default of payment, insolvent, declared bankrupt or subject to debt restructuring.
 - b) User makes any false representation, report or claim in connection with these Terms or the RVS Go App.
 - c) User or its use violates or is suspected to violate applicable international, national, regional and local laws and regulation, in particular data protection and video surveillance regulation.
 - d) User engages or is suspected to engage in fraud, criminal conduct or wilful misconduct.
 - e) A third party with whom Securitas provides RVS Go App ends its relationship with Securitas or ceases to provide essential elements of RVS Go App.
 - f) Securitas or its (sub)contractors are required by law, authority decision, or court order to suspend or cease providing RVS Go App or part thereof.
- 11.4 Upon termination of these Terms, Securitas may delete all User data in RVS Go App without notice and User shall immediately cease all use of RVS Go App, and delete all copies, full or partial, of RVS Go App made available to User. Sections that due to their nature are intended to survive, including but not limited to sections 5, 6 and 7, shall survive the termination of these Terms.



12 TERMS IN RELATION TO APPLE

- 12.1 If the RVS Go App is a smart phone application from Apple Inc (“**Apple app**”) the additional terms of this section 12 applies to the User.
- 12.2 These Terms for RVS App are concluded with Securitas, and not with the smart phone application provider Apple Inc. Securitas, not Apple Inc, is solely responsible for RVS Go App and the contents thereof.
- 12.3 When using RVS Go App, User undertakes to adhere to the applicable usage rules set forth in the Apple App Store Terms of Service. User furthermore undertakes to only use the Apple app on Apple Devices, such as iPhone, iPod Touch, iPad, or other Apple Device that it owns or controls. User acknowledges that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple app. The Apple app may be accessed and used by other accounts associated with User via Family Sharing or volume purchasing.
- 12.4 Securitas, not Apple, is solely responsible for any warranty provided under these Terms including any warranty that exist under law that cannot be disclaimed. In the event of any failure of the Apple app to conform to any warranty, User may notify Apple Inc and Apple Inc will refund any price User may have paid for the application. To the maximum extent permitted by applicable law, Apple Inc will have no other warranty obligation whatsoever. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty by Securitas will be Securitas’ sole responsibility
- 12.5 The parties hereunder acknowledge that Apple is not responsible for any claims related to the Apple app or the Users possession of the Apple app, including but not limited to: (i) product liability claims; (ii) any claim that RVS Go App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation.
- 12.6 To the extent Securitas is required to provide indemnification by applicable law, Securitas, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the RVS Go App or the use of it infringes any third-party intellectual property right.
- 12.7 The User represents and warrants that it or Client is not located in a country that's subject to a U.S. government embargo, designated as a "terrorist supporting" country by the U.S. government, and that the User or Client is not on any U.S. government lists of prohibited or restricted parties.
- 12.8 User acknowledges and agrees that Apple Inc, and Apple’s subsidiaries, are third party beneficiaries of these Terms, and that Apple Inc will have the right (and will be deemed to have accepted the right) to enforce these Terms against User as a third-party beneficiary thereof.

13 CONTACT INFORMATION

To contact Securitas, please use the contact details as provided at <https://www.securitas.com/sgcs-legal-documents>.



These Terms were last updated on 14 October 2021.

