

SAFECITY

END USER TERMS OF USE

1. INTRODUCTION

- 1.1. Welcome to the Safecity mobile application (“**Mobile Application**”). The owner and operator of the Mobile Application is Red Dot Foundation Global, a not-for-profit organisation registered in the United States under EIN 82-1206435, with its office located at 5217 Lightning View Road, Columbia, Maryland, 21045 in the United States (“**we**”, “**our**” or “**us**”).
- 1.2. These Terms of Use and all policies and additional terms (if applicable) posted on the Mobile Application set out the terms on which we offer you access to and use of our Mobile Application. You can find all of our policies and additional terms here [[Privacy Policy](#)] (“**Legal Documents**”). These Legal Documents are incorporated by reference into these Terms of Use. To use this Mobile Application, you must be sixteen years of age or older.
- 1.3. Your express acceptance of these Terms of Use is acknowledged when you tick the acceptance box at the end of these terms. By accepting these Terms of Use, you are agreeing to be bound by these Terms of Use and the Legal Documents with immediate effect.
- 1.4. References in these Terms of Use to “**you**” (or similar) are references to you as an individual or legal entity as the case may be.

2. ABOUT OUR MOBILE APPLICATION

- 2.1. The Mobile Application is intended to be a platform to document your experiences of sexual violence in public spaces. You have the option to report such incidents anonymously. All information on the Mobile Application is crowd-sourced and based on public user experiences. The crowd-sourced information is aggregated as hot spots on a map indicating trends at a local level. The idea behind this Mobile Application is to make this crowd-sourced information useful for individuals, local communities and local administrations to identify factors that cause behaviour that leads to public violence and work on strategies for solutions.
- 2.2. We may provide general information on the Mobile Application that we consider may be useful to you, such as laws regarding sexual assault, relevant helpline details and details of not-for-profit organisations and law enforcement resources. This is for general informational purposes only, and we do not guarantee the accuracy, completeness or usefulness of any information we provide on the Mobile Application. You understand that we do not and will not do any of the following:
 - (a) provide advocacy services on behalf of end users;
 - (b) provide professional legal advice suited for your situation;
 - (c) liaise with law enforcement on your behalf;
 - (d) report any specific incidents to law enforcement agencies on behalf of any end users;
or
 - (e) identify any end users or alleged perpetrators on the Mobile Application.
- 2.3. The information presented on or through the Mobile Application is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by

you or any other visitor to the Mobile Application, or by anyone who may be informed of any of its contents.

- 2.4. You further understand that any information available on the Mobile Application is not a substitute for seeking professional advice or help, including legal advice or reporting incidents to local law enforcement agencies.
- 2.5. Notwithstanding anything to the contrary in these Terms of Use, we reserve the right to introduce new services and update or withdraw the Mobile Application, in our sole discretion, and we will not be liable to you for exercising this discretion.

3. ELIGIBILITY AND REGISTRATION REQUIREMENTS

- 3.1. You will need to have an account to use the Mobile Application. You can register an account via your email address or a social media account.
- 3.2. In order to register to the Mobile Application, you will need to provide us with certain information, namely, your complete and accurate name, phone number, email address, gender and profession. All personal information provided via this Mobile Application will be handled in accordance with our Mobile App privacy policy, which may be viewed anywhere on the Mobile Application by [clicking on the "Privacy Policy" link on the footer of the page](#). Your registration to the Mobile Application may not be accepted if you do not provide us with the required information. We reserve the right to decline any registration without further explanation. We also reserve the right to undertake such checks as are necessary to verify your identity, as appropriate.
- 3.3. If you are below the age of 16, you may not use the Mobile Application unless you provide us with consent from a parent or guardian for you to use the Mobile Application.
- 3.4. Once you have successfully completed registration, your registration shall continue for an indefinite period, subject to suspension or termination in accordance with clause 8 of these Terms of Use.

4. YOUR OBLIGATIONS

- 4.1. When using or accessing the Mobile Application, you agree that you:
 - (a) are responsible for maintaining the confidentiality of, and restricting access to and use of your account and password, and accept responsibility for all activities that occur under your account and password;
 - (b) agree to immediately notify us of any unauthorised use of your password or account or any other breach of security;
 - (c) will provide true, accurate, current and complete information about yourself and your use of the Mobile Application as required by us; and
 - (d) will provide true and accurate information regarding any incidents of assault that you may encounter when using the Mobile Application.
- 4.2. When using or accessing the Mobile Application, you agree that you will not:
 - (a) post content that is misleading, has the potential to mislead or is otherwise inaccurate, deceptive, defamatory or similar;
 - (b) post any information that has the potential to identify a third party;
 - (c) post content that you do not have a right to post, link to or include;

- (d) post content that is sexually explicit;
- (e) impersonate anyone;
- (f) create a fake or misleading profile;
- (g) constitutes unsolicited or unauthorised advertising or any other unsolicited commercial or non-commercial communication;
- (h) breach or circumvent any laws, third party rights or our systems, policies or determinations of your account status;
- (i) use the Mobile Application if you no longer fulfil the eligibility criteria or are not able to form legally binding contracts, or are temporarily or indefinitely suspended from using the Mobile Application;
- (j) contact or solicit information from other users, whether using the Mobile Application or otherwise;
- (k) upload, post, email, or otherwise transmit any advertising or promotional materials, including without limitation, junk mail, surveys, spam, political campaigning, chain letters, pyramid schemes, or any other form of solicitation or unauthorized communication;
- (l) distribute viruses or any other technologies that may harm the Mobile Application or the property of other users;
- (m) infringe:
 - (i) the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "**Intellectual Property Rights**") that belong to or are licensed to us; or
 - (ii) any Intellectual Property Rights that belong to third parties;
- (n) harvest or otherwise collect information about users without their consent; or
- (o) circumvent any technical measures we use to provide the Mobile Application.

5. MONITORING AND ENFORCEMENT

5.1. We have the right to:

- (a) remove or refuse to post any end user content for any or no reason in our sole discretion, including any information that identifies or defames an individual;
- (b) take any action with respect to any end user content that we deem necessary or appropriate in our sole discretion, including if we believe that such content violates the

Terms of Use, threatens the personal safety of users of the Mobile Application or the public or could create liability for us;

- (c) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Mobile Application; and
- (d) terminate or suspend your access to all or part of the Mobile Application for any or no reason, including without limitation, any violation of these Terms of Use.

5.2. If you see any content on the Mobile Application that violates these Terms of Use, you may report this content to us here: info@safecity.in. We will promptly remove any reported content if we determine, in our reasonable opinion, violates these Terms of Use.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. All Intellectual Property Rights relating to the Mobile Application are owned by us or our licensors, as the case may be. We (or our licensors) retain all right, title and interest in the Intellectual Property Rights therein.

6.2. All Intellectual Property Rights in any information, materials or other content that you provide in connection with your use of the Mobile Application shall become our property upon your submission of such content to us.

6.3. We hereby grant you a non-exclusive, worldwide, revocable, non-transferrable and non-sublicenseable right to use the Mobile Application from the Effective Date until termination of these Terms of Use.

6.4. You agree that you have no right to use our logos, trademarks, or other identifying marks without our prior written consent.

6.5. All rights not expressly granted to you in these Terms of Use are reserved and retained by us or our licensors.

7. CONFIDENTIAL INFORMATION

7.1. For the purposes of these Terms of Use, "**Confidential Information**" means any non-public, confidential, secret or proprietary material and information that has been or may be, directly or indirectly, disclosed to either party to these Terms of Use or which either party comes into the possession or knowledge of, whether in verbal, written, graphic, electronic or other form, in connection with or as a result of entering into these Terms of Use.

7.2. Both parties shall maintain the confidentiality of all Confidential Information and will not release, disclose, use, make available or copy any such Confidential Information without obtaining prior written consent from the other party. Either party may disclose Confidential Information to employees, agents or subcontractors on a need-to-know basis only. Both parties will take reasonable precautions to protect the confidentiality of such Confidential Information. Excluded from this obligation of confidentiality is Confidential Information which:

- (a) is known or becomes known to either party directly or indirectly from a third party source not having an obligation of confidentiality to the disclosing party;
- (b) becomes publicly known or otherwise ceases to be secret, proprietary or confidential, except through a breach of these Terms of Use;
- (c) is independently developed by either party; or
- (d) is required to be disclosed by a government authority, court or by law.

8. WARRANTIES, REPRESENTATIONS & UNDERTAKINGS

8.1. You warrant, represent and undertake that:

- (a) you shall fully comply and will at all times continue to fully comply with all applicable laws, statutes and regulations, including, without limitation, all privacy laws legislation and content regulation;
- (b) you have full power and authority to enter into these Terms of Use and the execution and performance of your obligations under these Terms of Use does not conflict with:
 - (i) any laws, rules, regulations or governmental guidelines to which you are subject to; or
 - (ii) any other agreements to which you are a party to or to which you are otherwise bound by;
- (c) if you create or use an account on behalf of a business entity, you represent that you are authorised to act on behalf of such business and bind the business to these Terms of Use. Such account is deemed to be owned and controlled by the business entity; and
- (d) any content you submit as part of your use of the Mobile Application does not violate the rights of any third party anywhere in the world including, without limitation, any Intellectual Property Rights or rights of privacy.

8.2. Subject to clause 9.1, the Mobile Application and any third-party services described or made available herein are provided to you on an “as is” basis without representations, warranties or conditions of any kind. We disclaim all warranties, conditions and representations of any kind, whether express, implied or collateral, including, but not limited to, all conditions, representations or warranties of merchantability, of fitness for a particular or general purpose, of non-infringement, of compatibility or that the Mobile Application is secure or error free or will operate without interruption or will be provided in a timely or proper manner or at all.

8.3. Furthermore, we do not warrant that any content on the Mobile Application is accurate, complete, reliable, current, or error-free. You acknowledge that the Mobile Application contains user-provided and third-party content and agree that we are not responsible for examining or warranting the content provided by third parties, and that you will not attempt to hold us liable for any inaccuracies.

8.4. This Mobile Application may hyperlink to, or offer descriptions of, third party websites and services not maintained by, controlled by, provided by, or related to the Red Dot Foundation. Hyperlinks are provided as a service to users and are not sponsored or controlled by, nor affiliated with, this Mobile Application or us. We make no representations or warranties about the content, completeness, efficacy, or accuracy of those third party websites and services, including their terms and conditions, privacy policies, and content. We provide these links to you only as a convenience, and the inclusion of any link or service description does not imply endorsement of the same by the Red Dot Foundation. Information you submit at a third party site accessible from this Mobile Application is subject to the terms of that site's privacy policy, and we have no control over how your information is collected, used, or otherwise handled.

9. LIABILITY & INDEMNITIES

9.1. Nothing in these Terms of Use shall limit or exclude a party’s liability:

- (a) for fraud, including fraudulent misrepresentation, perpetrated by that party;
- (b) for death or personal injury caused by the negligence of that party; or

(c) for any other liability that cannot be limited or excluded under applicable law.

9.2. SUBJECT TO CLAUSE 9.1, IN NO EVENT WILL WE, OUR PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUPPLIERS, SUBCONTRACTORS OR LICENSORS BE LIABLE, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE ARISING OUT OF OR IN RELATION TO THESE TERMS OF USE FOR LOSS OF PROFITS, LOSS OF DATA OR INFORMATION, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF WE, OUR AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, LICENSORS, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME U.S. STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU, AND THE FOREGOING SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF OUR NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT. IN SUCH U.S. STATES, OUR LIABILITY AND THE LIABILITY OF OUR PARENT COMPANY, SUBSIDIARIES, OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THESE TERMS OF USE OR OF YOUR USE OF THE MOBILE APPLICATION MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION HAS OCCURRED.

9.3. In addition, to the extent permitted by applicable law, we (including our parent company, subsidiaries and affiliates and our and their directors, officers, agents, employee, suppliers, subcontractors or licensors) are not liable, and you agree not to hold us responsible, for any damages or losses resulting directly or indirectly from:

- (a) the content or other information you provide when using the Mobile Application;
- (b) your use of or your inability to use the Mobile Application;
- (c) your reliance on the content available on the Mobile Application;
- (d) disruptions to the Mobile Application;
- (e) viruses or other malicious software obtained by accessing or linking to the Mobile Application;
- (f) bugs, errors or inaccuracies of any kind in the Mobile Application;
- (g) the content, actions or inactions of third parties using the Mobile Application; or
- (h) a suspension or other action taken by us with respect to your use of the Mobile Application.

9.4. Subject to clause 9.1, if clauses 9.2 or 9.3 are held to be unenforceable or inapplicable for any reason, then the total liability applicable to us, our parent company, subsidiaries and affiliates and our and their directors, officers, agents, employee, suppliers, subcontractors or licensors, to you, whether based on an action or claim in contract, negligence or breach of statutory duty or otherwise, arising out of or in relation to these Terms of Use shall be limited to US\$1000.

9.5. You agree to indemnify and hold us, our parent company, subsidiaries and affiliates and our and their directors, officers, agents, employee, suppliers, subcontractors or licensors harmless from and against any losses, damages and expenses (including legal fees) (“**Claims**”) arising out of or relating to:

- (a) any claims or demands made by any third party due to or arising out of your use of the Mobile Application;
- (b) your violation of any of provisions of these Terms of Use, including, without limitation, any of the warranties, representations and undertakings;
- (c) your violation of any applicable laws, including, without limitation, data protection or anti-spam laws; or
- (d) the manner in which you use the Mobile Application, including, without limitation, that your trademarks infringe the Intellectual Property Rights of any third party or that the content you post is slanderous, defamatory, obscene or violates any other rights (including privacy rights) of any third party (including other Mobile Application users).

9.6. You understand that we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Mobile Application. You waive and hold us harmless from any claims resulting from any action taken by us during, or taken as a consequence of, investigations by us or law enforcement authorities.

9.7. We do not undertake to review all material before it is posted on the Mobile Application, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

10. SUSPENSION & TERMINATION OF YOUR ACCOUNT

10.1. Without prejudice to any of our rights and remedies and without any liability to you, we may limit, suspend or withdraw your access and use of the Mobile Application if we consider, at our sole discretion, that you have breached these Terms of Use in any manner whatsoever.

10.2. You may cease using the Mobile Application for any reason at any time. You may deactivate your account by using the deactivation link on the Mobile Application. Your account will be deleted immediately.

11. GENERAL

11.1. Governing Law: These Terms of Use and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England.

11.2. Dispute Resolution: If you have an issue with the Mobile Application, please contact us on the details in clause 11.12. We will endeavour to resolve your issue as soon as possible. If we are unable to amicably resolve your issue, either Party may elect to finally resolve the issue by referring the matter to a court. You irrevocably agree that the English courts shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with these Terms of Use, including any non-contractual rights or obligations arising out of or in connection with this Terms of Use.

11.3. Third Party Rights: A person who is not a party to these Terms of Use has no right to enforce any of its term.

11.4. Relationship of the Parties: Nothing contained in these Terms of Use will be deemed or construed by the parties or any third party to create the relationship of partnership or joint venture between the parties, it being understood that the parties will at all times remain independent parties.

- 11.5. Further Assurances:** The parties will do and execute or arrange for the doing and executing of each necessary act, document and thing reasonably within its power to implement and give effect to these Terms of Use to its full extent, including, without limitation, assisting each other in complying with applicable law.
- 11.6. Assignment:** These Terms of Use will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. You agree that you will not assign or transfer these Terms of Use or any of your rights or obligations under these Terms of Use, whether directly or indirectly, without first obtaining our prior written consent, such consent not to be unreasonably withheld.
- 11.7. Entire Agreement:** These Terms of Use and the documents referred to or incorporated herein by reference contain the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, negotiations and representations, written or oral, relating to its subject matter. Except as provided in these Terms of Use and the documents referred to or incorporated into these Terms of Use by reference, there are no conditions, representations, warranties, undertakings or agreements between the parties whether direct, indirect, collateral, express or implied.
- 11.8. Amendment:** These Terms of Use cannot be modified, varied, amended or supplemented in any way by you. We reserve the right to modify, vary, amend or supplement these Terms of Use at any time and from time to time. We will post the current version of these Terms of Use on the Mobile Application and each such change will be effective upon posting on the Mobile Application. Your continued use of the Mobile Application following any such change constitutes your agreement to be bound by and acceptance of these Terms of Use as so modified.
- 11.9. Severability:** If any provision of these Terms of Use is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from these Terms of Use and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.
- 11.10. Force Majeure:** Neither party will be liable for any loss or damage or for any delay or failure in performance due to acts beyond the control of such party whether or not such acts could reasonably be anticipated (including acts of God, legislative, judicial or regulatory acts of any provincial or the federal government, court or regulatory authority, acts of any of our subcontractors or any third party providers of goods or services to us, labour disruptions, blackouts, embargoes).
- 11.11. No Waiver:** Any waiver by us of any of the provisions of these Terms of Use will not constitute a waiver of any other provision (whether similar or not), nor will any such waiver constitute a continuing waiver of that particular provision, unless expressly provided by us in writing.
- 11.12. Infringement:** If you are a trademark or copyright owner and you believe that your rights have been violated, please go to our [Propriety Rights Complaint page](#) and follow the instructions there.
- 11.13. Communications:** These Terms of Use are issued and concluded in English. Communications between us will be in English and will be conducted by letter, phone or email using the most recent details that you have provided to us. You may contact us at the below details:
- (a) Address: 5217 Lightning View Road, Columbia, Maryland, 21045, USA
 - (b) Email: info@safecity.in
 - (c) Website: www.safecity.in

11.13. Survival: All provisions that either expressly or by their nature survive, will survive suspension or termination of your membership of the Mobile Application.