

## TRIUMPH SOS END USER LICENCE AGREEMENT

Effective as of 25th February 2021. View previous versions: [https://www.realsafetechnologies.com/terms\\_of\\_service.pdf](https://www.realsafetechnologies.com/terms_of_service.pdf)

**Please read the following important terms carefully before you download or sign up to our app or make any in-app purchases within it and check that you agree with the contents and that there is nothing which you are not willing to agree to within them.**

**YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSES 1 (*SERVICE SCOPE, REQUIREMENTS AND LIMITATIONS*), 6.2 (*ACCIDENT DETECTION SUBSCRIPTION SERVICE REQUIREMENTS AND LIMITATIONS*), 6.3 (*ACCIDENT DETECTION ACTIVATION*), 6.5 (*YOU MUST NOT ALLOW SOMEONE ELSE TO USE YOUR DEVICE IF TRIUMPH SOS IS INSTALLED AS THIS COULD BE POTENTIALLY FATAL FOR THAT INDIVIDUAL*), 14.1 (*WE DO NOT GUARANTEE THE AVAILABILITY OF TRIUMPH SOS AT ALL TIMES*) AND 14.2 (*LIMITATIONS OF THE SUBSCRIPTION SERVICES*).**

**ADDITIONALLY, IF YOU AGREE TO THESE TERMS FROM THE UNITED STATES OF AMERICA (USA), YOUR ATTENTION IS ALSO PARTICULARLY DRAWN TO CLAUSES 17 (*OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU, IF YOU ENTERED INTO THIS CONTRACT IN THE USA*), CLAUSE 20.7 (*WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS IF YOU ENTERED INTO IT FROM THE USA*) AND 20.8 (*CLASS ACTION WAIVER AND AGREEMENT TO BINDING ARBITRATION*).**

**If you are a consumer purchasing paid-for Subscription Services (for example accident detection), by clicking on the "accept" button you consent to us commencing performance of the services immediately, even though any legal cooling off period you have as a consumer has not expired. This does not affect the cooling off rights you may have – please see clause 21 (*Consumer Rights*) for more details.**

You must be at least 16 years old to upload and use this app.

By downloading and signing up to this app and/or clicking on the "Accept" button to make an in-app purchase, you agree to these terms in full and to enter into a legally binding agreement with us. If you do not agree to these terms, do not download this app or click on the "Accept" button.

### About Triumph SOS

Triumph SOS is the motorcycle app that keeps riders safe and connected, featuring accident detection integrated into the emergency services across the UK, North America, Europe, Australia and New Zealand. Triumph SOS's 999-certified, life-saving accident detection technology connects you automatically to the emergency network responder (BT Global Services in the UK, which manages the 999 service) which will then request the nearest ambulance service to attend the accident location.

- 1. IMPORTANT – PLEASE READ IN FULL – SERVICE SCOPE, REQUIREMENTS AND LIMITATIONS**
  - 1.1. The Triumph SOS accident detection service is only available to you if you have a valid subscription to our paid-for accident detection Subscription Service in accordance with clauses 4.1(b) (*Subscription Services*), 6 (*Additional terms for subscription services*) and 8 (*Purchases and payments*). **IT WILL NOT WORK WITHOUT A VALID SUBSCRIPTION OR A SUPPORTED AND OPERATIONAL MOBILE DEVICE.**

- 1.2. You should **NOT** rely on TRIUMPH SOS (including the accident detection or any other Subscription Service) as the sole method of contacting the emergency services in the event of an accident. We provide **NO** uptime or availability guarantees in respect of TRIUMPH SOS (including in relation to the accident detection or any other Subscription Service) and it should **NOT** be relied upon as the sole method of contacting the emergency services in the event of an accident.
- 1.3. The accident detection service is designed to alert the emergency services in situations where the user has been involved in an accident which renders them incapable of alerting the emergency services themselves. The service will **NOT** alert the emergency services to all accidents - for example, low speed accidents will not be notified to the emergency services, nor will accidents where you cancel the alert notification process before the third party emergency network responder (BT Global Services, which manages the 999 service in the UK) (**Emergency Responder**) is alerted – see clause 6.3 (*Accident detection activation*)).
- 1.4. You must immediately cancel the automatic alert process if you are not incapacitated following an accident, or if for any reason the emergency services are not required following the relevant accident. The automatic alert process can be stopped or overridden at any time prior to the Emergency Responder being notified of the relevant accident (see clause 6.3 (*Accident detection activation*)).
- 1.5. The accident detection service is not a guaranteed service and is dependent and reliant on a number of factors, including those listed at clause 5.2 (*We may collect location data*) (for example having location services turned on) and clause 6.2 (*Accident detection Subscription Service requirements and limitations*) (for example the service may be affected or unavailable if your device is damaged in an accident). **WHERE THESE REQUIREMENTS ARE NOT MET, THE ACCIDENT DETECTION SERVICE WILL NOT WORK.**
- 1.6. The accident detection service is not intended to replace manually calling the emergency services in the event of an accident. You should also continue to take general, prudent safety precautions, for example ensuring that when travelling you provide others with details of your route, destination and estimated time of arrival.
- 1.7. The purpose of the accident detection service is to alert the emergency services following an accident. This is done by the accident detection service first electronically notifying an Emergency Responder in the place where the accident has been detected (which is independent of the local emergency services), provided that it is within one of the supported countries (known as “*Use Territories*” – see clause 6.2.9). The Emergency Responder will then attempt to escalate the emergency notification to the local emergency service in the place where accident detection was activated (the UK Ambulance Service, if you are in the UK) (**Emergency Services Provider**). The service does not include the deployment or provision of the Emergency Services Provider’s vehicles or personnel, nor the provision of medical or emergency services. The accident detection service ends when the Emergency Responder has been alerted about the relevant accident. **WE CANNOT ACCEPT RESPONSIBILITY FOR THE SERVICES PROVIDED BY THE EMERGENCY SERVICES PROVIDERS OR FOR THEIR DELAY IN ATTENDING OR FAILURE TO ATTEND, AS THEY ARE INDEPENDENT THIRD PARTIES WHO ARE OUTSIDE OF OUR CONTROL.**
- 1.8. The accident detection service is not available to purchase and/or use in all countries – for further information, please see clause 6.2.9.

1.9. You must ensure compliance with all applicable driving and road safety laws when using TRIUMPH SOS and any Subscription Service.

**1.10. IF YOU ENTER INTO THESE TERMS IN THE USA, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER AT CLAUSE 20.8 (CLASS ACTION WAIVER AND AGREEMENT TO BINDING ARBITRATION). THIS CLAUSE AFFECTS HOW DISPUTES RELATING TO THESE TERMS ARE RESOLVED IF YOU ENTER INTO THESE TERMS IN THE USA.**

## **2. OPERATING SYSTEM REQUIREMENTS AND TRIUMPH SOS PERMISSIONS**

2.1. TRIUMPH SOS requires iOS 14 or later for iPhone and is compatible with iPad and iPhone 8 and above and Android software version of 9.0 and above for Android devices.

2.2. We cannot guarantee that TRIUMPH SOS will be available across the full range of Android devices due to the variety of specifications and hardware of handsets. We are, however, continually striving to make TRIUMPH SOS available on as many of the emerging manufacturers of Android handsets as possible.

2.3. Phones that don't allow for GPS route recording or contain the minimum sensors required for the accident detection to function (such as an accelerometer, motion and fitness and compass) won't be available for downloading TRIUMPH SOS.

2.4. TRIUMPH SOS may request the following device access permissions:

- (a) Location Services;
- (b) Motion and Fitness Sensors; and
- (c) Notifications.

2.5. You can change your permissions preferences at any time within the settings menu of your device. If you do not grant or disable a permission, certain functionalities of TRIUMPH SOS and/or of the Subscription Services (including accident detection) WILL NOT WORK.

## **3. WHO WE ARE AND HOW TO CONTACT US**

3.1. **Who we are.** When we say **we**, **us** or **our**, we mean **Realsafe Technologies Limited**, a company registered in England and Wales under company number 08120770. Our registered office is at Northern Design Centre Abbott's Hill, Baltic Business Quarter, Gateshead, England, NE8 3DF. Our VAT number is 138 336311.

3.2. **How to contact us.** If you wish to contact us for any reason, including because you have any complaints, you think TRIUMPH SOS or the Services are faulty or misdescribed, or wish to end your contract with us, you can contact us by:

- (a) through our website at <https://www.realsafetechnologies.com/> (**Website**);
- (b) e-mail at [support@realsafetechnologies.com](mailto:support@realsafetechnologies.com);
- (c) calling our customer support team at 0191 499 8385; or
- (d) post to the address set out in clause 3.1 above.

3.3. **How we may contact you.** If we have to contact you, we will do so by e-mail, text message, or by push notification directly through TRIUMPH SOS.

#### 4. ABOUT OUR TERMS

4.1. **What Our Terms cover.** These are the terms and conditions (**Our Terms**) on which we license you to use:

(a) our TRIUMPH SOS mobile application software (**TRIUMPH SOS**) and any updates or supplements to it; and

(b) the premium features available within TRIUMPH SOS as “in-app” purchases (for example the TRIUMPH SOS accident detection subscription services) (together **Subscription Services**),

as permitted and subject to the restrictions set out in Our Terms.

4.2. **Local laws.** We recommend that you enter into these terms in your usual country of residence as certain features and functionality are country specific, as is the law that will govern these terms. We and our service delivery partners only provide TRIUMPH SOS, the Subscription Services and associated services in the English language.

4.3. **Why you should read Our Terms and what will happen if you do not accept Our Terms.** Please read Our Terms carefully and make sure that you understand them, before signing up to and using TRIUMPH SOS. They set out your legal rights and responsibilities, our legal rights and responsibilities, and certain key information required by law. Before signing up to use TRIUMPH SOS you will be asked to agree to Our Terms. If you refuse to accept Our Terms, you will not be able to sign up to or use TRIUMPH SOS. You should retain a copy of Our Terms for future reference.

4.4. **You must be at least 16 years old.** TRIUMPH SOS and the Subscription Services are not intended for children. You must be at least 16 years old to accept Our Terms, and use TRIUMPH SOS and the Subscription Services.

4.5. **You must register to use TRIUMPH SOS and the Subscription Services.** After downloading and installing TRIUMPH SOS, you must complete the sign-up process within TRIUMPH SOS before you can access TRIUMPH SOS or the Subscription Services. You must register using accurate information, including your name and email address, a chosen password which complies with our acceptable password complexity policy, and a verified mobile phone number. Your registration will be completed when you input your information (including your chosen password), verify your mobile phone number, accept Our Terms and submit the registration form. If your details change after registration, you must update them on TRIUMPH SOS. You must keep your account details secure and not share them with anyone else.

4.6. **Duration of the contract.** We will ask you to expressly agree to Our Terms before signing up to TRIUMPH SOS. When you accept Our Terms and activate your account, a legal contract between you and us governed by Our Terms will come into force. That contract will continue indefinitely, unless you end it in accordance with clause 17 (*Your rights to end the contract*), or we end it as described in clause 19 (*Our rights to suspend or end this contract*).

4.7. **Changes to Our Terms.** We may need to change Our Terms from time to time, for example, to reflect changes in law or best practice, or to deal with additional features which we introduce to TRIUMPH SOS or the Subscription Services. We will give you at least 30 days’ notice of any

change by sending you an email with details of the change or notifying you of a change when you next start TRIUMPH SOS. If you do not accept the notified changes you will not be permitted to continue to use TRIUMPH SOS and the Subscription Services and you may apply to your App Platform operator or us for a refund, which will reflect the period TRIUMPH SOS and the Subscription Services have been available to you prior to cancellation.

## 5. YOUR PRIVACY

- 5.1. ***Our Privacy Notice.*** Under data protection legislation, we are the data controller of your personal data processed through TRIUMPH SOS, and are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Notice at [https://www.realsafetechnologies.com/privacy\\_policy.pdf](https://www.realsafetechnologies.com/privacy_policy.pdf). It is important that you read that information.
- 5.2. ***We may collect location data.*** TRIUMPH SOS and certain Subscription Services (including accident detection) will make use of location data sent from your devices. Please see our Privacy Notice at [https://www.realsafetechnologies.com/privacy\\_policy.pdf](https://www.realsafetechnologies.com/privacy_policy.pdf) for further information. We and our providers and licensees may process your location data and queries to provide and improve location-based products and services. You may stop us collecting such data at any time by turning off the location services settings on your device settings page, under location services. **PLEASE NOTE THAT TURNING LOCATION SERVICES OFF WILL PREVENT THE ACCIDENT DETECTION SUBSCRIPTION SERVICE FROM WORKING AND MAY ALSO PREVENT OTHER TRIUMPH SOS COMPONENTS FROM FUNCTIONING** (see clause 6.2.8).
- 5.3. ***Use of your location data.*** If you use TRIUMPH SOS with location services enabled in relation to it, we will transmit, collect, retain, maintain, process, share and use your location data to provide TRIUMPH SOS and the Subscription Services to you. We may also use this location data to analyse and improve TRIUMPH SOS, the Subscription Services and similar and successor products and services. We will not use your location data for any other purpose.
- 5.4. ***We may collect technical data about your device.*** We may collect and use technical and related information about the devices you use TRIUMPH SOS on and related software, hardware and peripherals in order to assist us with the provision of software updates, product support and other services to you. We may also use that information to improve our products and services as long as it is in an anonymised form.
- 5.5. ***Internet transmissions are never completely secure.*** Please be aware that internet transmissions are never completely private or secure and that any message or information you send using TRIUMPH SOS or the Subscription Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

## 6. ADDITIONAL TERMS FOR SUBSCRIPTION SERVICES

- 6.1. ***Basis of Subscription Services.*** We provide the Subscription Services to you on a “rolling monthly” basis and you will pay a monthly recurring fee in advance for any Subscription Services which you subscribe to. We will provide the Subscription Services to you during the period of time that you have paid for the relevant Subscription Service(s), subject to our right to terminate under Our Terms (see clauses 19.1 – 19.5), or unless those Subscription Services have been interrupted by events outside of our reasonable control (see clause 16.8). We will

stop providing the Subscription Services to you at the end of the period for which you have subscribed and paid for. If you want to cancel some or all of the Subscription Services, this can be done within TRIUMPH SOS and any cancellation will take effect at the end of your current monthly billing cycle. When the cancellation takes effect, you can continue to use TRIUMPH SOS, but the cancelled Subscription Service(s) will no longer be available.

6.2. ***Accident detection Subscription Service requirements and limitations.*** When you download TRIUMPH SOS you will be invited to subscribe to the accident detection Subscription Service. If you subscribe, you will be asked to input your bike and medical details to activate the service. The accident detection service works by monitoring key sensors in your device and looks for changes that might occur during an accident, such as sudden impact, rapid deceleration and tumbling motion, followed by a period of no movement. **THE ACCIDENT DETECTION FUNCTIONALITY WILL NOT WORK IF:**

- 6.2.1. you do not have a valid subscription to the accident detection service at the relevant time (see clause 6.1);
- 6.2.2. TRIUMPH SOS is not running in the foreground or background of your device at the relevant time and neither of the accident detection options ("*Standalone Accident Detection*" or "*Record Route with Accident Detection*") have been selected;
- 6.2.3. you do not have the device in your possession and on your person at the time of the accident;
- 6.2.4. your device is not supported to use TRIUMPH SOS (see clause 2, "*Operating system requirements and TRIUMPH SOS permissions*");
- 6.2.5. your device does not have a valid mobile number which has been verified by us, or have a mobile (cellular) data signal which is suitable for it to be able to send an emergency data packet to our emergency service communications infrastructure (and which may incur a separate charge from your mobile (cellular) network provider);
- 6.2.6. your device has been damaged in the accident so as to render it incapable of sending an emergency data packet;
- 6.2.7. your device battery has run out of power and rendered your device inoperable;
- 6.2.8. your device location service, motion and fitness sensors, and notifications are not switched on; and
- 6.2.9. you are outside of a country where accident detection functionality is available and supported. On the date of this version of Our Terms the supported countries are: Andorra, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovenia, Spain, Sweden, Switzerland, U.K., U.S.A. and Vatican (together **Use Territories** and each a **Use Territory**). We reserve the right add or remove Use Territories from time to time, in which case we will notify you by push notification in TRIUMPH SOS, through the Website, or by email. In the event that we remove a Territory in which you are resident, you will be entitled to a pro-rata refund which will reflect the period TRIUMPH SOS and the Subscription Services have been available to you prior to such removal.



- 6.3. **Accident detection activation.** If you are involved in an accident, provided that all the requirements of clauses 6.2.1 – 6.2.9 have been met at the time of the accident (and subject to the service limitations at clause 1 and clauses 14.1 and 14.2), TRIUMPH SOS will trigger and set off a “accident detected” alert on your device for approximately two minutes. If you are able to do so, you can deactivate the alert manually by pressing the screen. If the alert remains untouched and you continue not to move, your device will send your location, mobile number, bike and medical details to the Emergency Responder in the relevant Use Territory. The Emergency Responder will then transfer the information to the nearest Emergency Services Provider. **AS IT IS THE RELEVANT EMERGENCY RESPONDER’S RESPONSIBILITY (BT GLOBAL SERVICES IN THE UK) TO TRANSFER THE INFORMATION TO THE RELEVANT EMERGENCY SERVICES PROVIDER ON YOUR BEHALF, WE CANNOT GUARANTEE THAT THEY WILL DO SO.** However, if we become aware that an Emergency Responder has failed to pass this information onto the relevant Emergency Services Provider, we will take all steps that we reasonably can to ensure that this information is passed onto the relevant Emergency Services Provider as soon as it reasonably can be.
- 6.4. **Storage of your medical information.** If the accident detection is triggered, TRIUMPH SOS will attempt to transfer any medical details stored in it from your device to the relevant Emergency Services Provider via our servers and the relevant Emergency Responder. Although this medical data will pass through our servers and those of the relevant Emergency Responder at that point, it is only stored transiently. At no point will we or our Emergency Responders have access to that information and it will not be stored by us or any Emergency Responder other than as necessary to facilitate the transmission of your location and medical details to the relevant Emergency Services Provider.
- 6.5. **You must not allow someone else to use your device if TRIUMPH SOS is installed as this could be potentially fatal for that individual.** Clause 10.3 prohibits use of TRIUMPH SOS and/or any Subscription Service by anyone other than you. If, in breach of clause 10.3, you allow anyone other than you to use your device with TRIUMPH SOS and/or any Subscription Service installed, **IF THEY ARE INVOLVED IN AN ACCIDENT, THE TRANSMISSION TO AN EMERGENCY SERVICES PROVIDER OF YOUR MEDICAL INFORMATION COULD BE EXTREMELY HAZARDOUS TO, AND POSSIBLY FATAL FOR, THAT PERSON. YOU THEREFORE MUST NOT ALLOW SOMEONE ELSE TO USE YOUR DEVICE IF TRIUMPH SOS IS INSTALLED.**

## 7. APP PLATFORM TERMS ALSO APPLY

- 7.1. **Platform Terms.** Our Terms are a legal contract between you and us. Operators of the online sales and distribution platforms from which TRIUMPH SOS is available for downloading (**App Platform**) are not part of that contract. However, if you download TRIUMPH SOS from an App Platform, the ways in which you can use TRIUMPH SOS and the Subscription Services will also be controlled by the terms and conditions of that App Platform (**Platform Terms**), which are a contract between you and your App Platform operator. The relevant Platform Terms are:
- (a) in the case of the Apple App Store: Apple Media Services Terms and Conditions (<https://www.apple.com/uk/legal/internet-services/itunes/uk/terms.html>) (**Apple App Store Terms**); and
  - (b) in case of Google Play: Google Play Terms of Service ([https://play.google.com/intl/en-us\\_us/about/play-terms/index.html](https://play.google.com/intl/en-us_us/about/play-terms/index.html)) (**Google Play Terms**),
- as may be updated by the App Platform operator from time to time.

- 7.2. **Matters covered in the Platform Terms.** The Platform Terms may cover such matters related to TRIUMPH SOS as: payments, family sharing, subscriptions, refunds, cancellations, re-downloads, and updates. However, Our Terms may include additional provisions in relation to these matters, and we are solely responsible for providing TRIUMPH SOS and the Subscription Services to you, providing maintenance and support, and handling any complaints (including in relation to defects). Therefore, you should read both documents.
- 7.3. **If there is a conflict between Our Terms and the Platform Terms.** In the event of any conflict between a provision of Our Terms, and a provision of the:
- 7.3.1. Apple App Store Terms, the relevant provision of Our Terms will prevail; and
  - 7.3.2. Google Play Terms, the relevant provision of the Google Play Terms will prevail.
- 7.4. **We can enforce Platform Terms.** Those provisions of the Platform Terms that impose obligations and/or liabilities on you in relation to TRIUMPH SOS and/or the Subscription Services (for example, in respect of payments for and restrictions on your use of TRIUMPH SOS and the Subscription Services) are treated as incorporated into this contract for our benefit. This means that, to the extent that the provisions of the Platform Terms that apply to you are for our benefit, they are treated as being part of Our Terms, and we will be able to enforce them against you.
- 7.5. **App Platform operator may enforce Our Terms.** Your App Platform operator is a third party beneficiary of Our Terms to the extent that it enables them to enforce against you rights set out in Our Terms for the benefit of your App Platform operator.
- 7.6. **Your App Platform operator is not liable to you under Our Terms.** You can enforce against us your rights under the contract between you and us in accordance with Our Terms, but not against your App Platform operator.
- 7.7. **App Platform privacy notice.** Your App Platform operator is responsible for the processing of your personal data through their App Platform. For further information, please read the privacy notice of your App Platform operator: Apple Privacy Notice (<https://www.apple.com/legal/privacy/>), Google Privacy Notice (<https://policies.google.com/privacy>).

## **8. PURCHASES AND PAYMENTS**

- 8.1. **TRIUMPH SOS download fee.** TRIUMPH SOS is free to download from the App Platforms and paid-for Subscription Services can be purchased in accordance with 8.2 (*In-app purchases*).
- 8.2. **In-app purchases.** TRIUMPH SOS offers the Subscription Services as additional in-app purchases from within TRIUMPH SOS. The price of such in-app purchase will be as displayed in TRIUMPH SOS and your purchase of them will be carried out through your App Platform and subject to the Platform Terms of your operator, including in reference to the payment method, cancellations and refunds and will be charged in accordance with clause 6.1 (*Basis of Subscription Services*).

## **9. HOW YOU MAY USE OUR APP AND OUR PRODUCT**

- 9.1. **How you may use TRIUMPH SOS.** In return for your agreeing to comply with Our Terms, you may:



- (a) download a copy of TRIUMPH SOS onto a reasonable number of compatible devices as permitted under the Platform Terms of your App Platform operator provided that each of those devices is owned and controlled by you and is linked to the same App Platform account, and store, access, view, use and display TRIUMPH SOS and the Subscription Services on such devices for your personal, non-commercial purposes of using the Subscription Services in the manner permitted in Our Terms; and
- (b) receive and use any free supplementary update of TRIUMPH SOS incorporating "patches" and corrections of errors as we may provide to you; and
- (c) receive and use any free upgrades that replace or supplement the original TRIUMPH SOS.

9.2. **You can only use TRIUMPH SOS as permitted in Our Terms.** The rights which we grant to you under this clause 9 are subject to the restrictions in clauses 9 (*How you may use our app and our product*), 10 (*Licence restrictions*) and 11 (*Acceptable use restrictions*), and other terms of Our Terms. Any use of TRIUMPH SOS or the Subscription Services, which does not adhere to the rules set out in clause 9 (*How you may use our app and our product*), 10 (*Licence restrictions*), or 11 (*Acceptable use restrictions*) is a material breach of Our Terms and may entitle us to cancel your Subscription Services..

## 10. LICENCE RESTRICTIONS

10.1. **Prohibited actions.** You agree that you will:

- (a) not sell, resell, rent, lease, sub-license, loan, publish, distribute, redistribute, provide, or otherwise make available, TRIUMPH SOS or the Subscription Services in any form, in whole or in part to any person without prior written consent from us;
- (b) not display (in part or in whole) TRIUMPH SOS or the Subscription Services as part of any public performance or display unless such use would not constitute a copyright infringement or breach the legal rights of any person (including any corporate entity) or is specifically permitted by us;
- (c) not copy TRIUMPH SOS or the Subscription Services, except as part of the normal use of TRIUMPH SOS or where it is necessary for the purpose of back-up or operational security;
- (d) not use TRIUMPH SOS in conjunction with any stream-ripping, stream capture or similar software to record or create a copy of any content that is presented to you in streaming format;
- (e) not translate, merge, edit, adapt, vary, alter or modify, the whole or any part of TRIUMPH SOS or the Subscription Services nor permit TRIUMPH SOS or the Subscription Services or any part of them to be combined with, or become incorporated in, any other programs, applications or digital content except as necessary to use TRIUMPH SOS and the Subscription Services on devices as permitted in Our Terms;
- (f) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of TRIUMPH SOS or the Subscription Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile TRIUMPH SOS to obtain the information necessary to create an independent program that can be operated with TRIUMPH SOS or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted

Objective; is not used to create any software that is substantially similar in its expression to TRIUMPH SOS; is kept secure; and is used only for the Permitted Objective;

- (g) not attempt to, or assist, authorise or encourage any person to circumvent, disable or defeat, interfere with or disrupt the safety, security or performance of TRIUMPH SOS or the Subscription Services;
- (h) not access or use the source code for TRIUMPH SOS; and
- (i) comply with all applicable technology control, export control and trade sanctions laws and regulations.

10.2. ***You must keep your device and account secure.*** You are responsible for keeping your device and your account with TRIUMPH SOS safe and secure. You must promptly notify us of any unauthorised use or security breach of your account or the Subscription Services.

10.3. ***You may not transfer TRIUMPH SOS to someone else.*** We are giving you personally the right to use TRIUMPH SOS and the Subscription Services. You may not transfer TRIUMPH SOS or any Subscription Service(s) (in whole or in part) to someone else, whether for money, for anything else or for free. If you sell any device on which TRIUMPH SOS is installed, you must remove TRIUMPH SOS from it, as THE TRANSMISSION TO AN EMERGENCY SERVICES PROVIDER OF YOUR MEDICAL INFORMATION COULD BE EXTREMELY HAZARDOUS TO AND POSSIBLY FATAL FOR, THAT PERSON – please refer again to clause 6.5 (*You must not allow someone else to use your device if TRIUMPH SOS is installed*).

## 11. UNACCEPTABLE USE (RESTRICTIONS)

11.1. ***Harm to us or our users.*** You must not (or permit or assist others to):

- (a) imitate any event or accident that will trigger the accident detection Subscription Service to report any falsified events to any emergency services provider;
- (b) fail to cancel the automatic accident detection alert process immediately if you are not incapacitated following an accident, or if for any reason the emergency services are not required following the relevant accident. The automatic alert process can be stopped or overridden at any time prior to the Emergency Responder being notified of the relevant accident;
- (c) use the accident detection Subscription Service in the event of any accident or any other event requiring the attendance of the emergency services where you are able to manually call the emergency services or you are aware that someone else has called the emergency services on your behalf;
- (d) use TRIUMPH SOS or the Subscription Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with Our Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into TRIUMPH SOS, the Subscription Services or any operating system;
- (e) infringe our intellectual property rights or those of any third party in relation to your use of TRIUMPH SOS or the Subscription Services, including by the submission of any content or material (to the extent that such use is not licensed by Our Terms);
- (f) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of TRIUMPH SOS or the Subscription Services;

- (g) upload, store or transmit any data or any other content or material, or use TRIUMPH SOS or the Subscription Services in any way, which is unlawful, and/or breaches any legal rights of any person (including intellectual property rights and data protection rights), and/or which would breach any of the user content rules in clause 13 (*Your content*);
- (h) use TRIUMPH SOS or the Subscription Services in a way that could damage, disable, overburden, impair or compromise TRIUMPH SOS, the Subscription Services, our systems or security or interfere with other users; or
- (i) collect or harvest any information or data from the Subscription Services or our systems or attempt to decipher any transmissions to or from the servers running the Subscription Services.

## 12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. ***Our copyright.*** Copyright © 2020 Realsafe Technologies Limited.
- 12.2. ***Our trade marks.*** TRIUMPH SOS, our logos and our other trade marks are trade marks belonging to us. We give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.
- 12.3. ***You do not own TRIUMPH SOS or the Subscription Services.*** All intellectual property rights in TRIUMPH SOS and the Subscription Services throughout the world belong to us (or our licensors) and the rights in TRIUMPH SOS and the Subscription Services are licensed (not sold) to you. When we refer in Our Terms to buying TRIUMPH SOS or any digital content forming part of the Subscription Services, we mean paying for the right to use TRIUMPH SOS and/or the Subscription Services in accordance with Our Terms, rather than for obtaining the ownership of TRIUMPH SOS and/or such digital content.
- 12.4. ***Your rights are limited to use.*** You have no intellectual property rights in, or to, TRIUMPH SOS or the Subscription Services other than the right to use them in accordance with Our Terms. Any goodwill derived from the use by you of our intellectual property rights will accrue to us or our licensors.
- 12.5. ***Proprietary marks and notices.*** You must not remove any trade marks, service marks, labels or other legal or proprietary notices included in TRIUMPH SOS or the Subscription Services, or attempt to modify any content obtained through TRIUMPH SOS or the Subscription Services, including any modification for the purpose of disguising or changing any indications of the ownership or source of that content.
- 12.6. ***Do third parties provide content and services?*** Please note that certain components of TRIUMPH SOS and the Subscription Services may be hosted, managed, delivered or operated by a third party. Where this is the case, it will be indicated within TRIUMPH SOS or on the relevant Subscription Service. Your use of those services will be the subject of terms and conditions with the third party in question and your contract in respect of the delivery of those services will be with that third party. When registering to become a user of TRIUMPH SOS, you must accept those third party terms and conditions, which come into force when you activate the third party service to which they relate. If you do not accept those third party terms and conditions, you may continue to register to use TRIUMPH SOS and/or (as applicable) the Subscription Services, but you must make no use of the third party service to which the terms and conditions which you have not accepted apply (and those terms and conditions will not apply to you).

- 12.7. **Who is responsible for third party content and services?** TRIUMPH SOS and the Website may contain links to independent third party websites, platforms, goods, offers and services through advertising or otherwise, and in certain circumstances our content may also be made available on third party services and platforms (**Distributed Content**). The third parties delivering this Distributed Content to you via TRIUMPH SOS and the Website are independent of us and are responsible for all aspects of any transaction which you may make using or through such Distributed Content. They may have their own privacy policies and/or terms and conditions of use. Your use of such third party websites and services will be governed by their terms and conditions and privacy policies, which you must read in full, as you will be agreeing to comply with them. For the contact details of the applicable third party, see that third party's terms and conditions, which are usually available or referred to on the relevant third party's website. You are free to choose whether or not to make use of Distributed Content. Consequently, unless we are in breach of contract, negligent, or otherwise at fault, we cannot accept any responsibility or liability for Distributed Content incorporated in our products or services, or for anything which you may do (or not do) arising as a consequence of it. We are not responsible for the contents of Distributed Content, or the availability of such third party websites or services (including the failure of any links to them). We do not endorse the material contained in their websites or services. Any links to third party services are provided for your convenience only.

### 13. YOUR CONTENT

- 13.1. **Meaning of "your content"**. In Our Terms, "your content" means all data (including your medical information), works and materials (including text, graphics, images, audio material, video material, audio-visual material, and data) which you upload, submit, send to or store on TRIUMPH SOS, transmit using TRIUMPH SOS and/or the Subscription Services, supply to us for uploading to, transmission by or storage on TRIUMPH SOS, or generated by TRIUMPH SOS as a result of your use of the Subscription Services (but excluding analytics data relating to your use of TRIUMPH SOS and the Subscription Services and server log files).
- 13.2. **You must have the right to submit your content to us.** You must have the necessary rights to submit your content to TRIUMPH SOS and the Subscription Services. You must also have the right to give us the permission to use your consent as set out in clause 13.3 below.
- 13.3. **Permissions you give us to your content.** You grant us a worldwide, non-exclusive, royalty-free, revocable licence to use, copy, reproduce, store, distribute, publish, export, adapt, edit, translate, and create derivative works of, display and perform your content to the extent reasonably required for the performance of our obligations and the exercise of our rights under Our Terms, related marketing and our internal purposes. You also grant us the right to sublicense these rights to our hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in Our Terms.
- 13.4. **How to delete your content.** You can delete items of your content individually by deleting route information you have recorded, bike details or photos from within TRIUMPH SOS or in its entirety by deleting your account. You can delete your account or obtain a copy of any personal data which we hold in relation to you by emailing us with a request to [support@realsafetech-technologies.com](mailto:support@realsafetech-technologies.com). You can download a copy of your route data at any time before deleting your account by exporting it as a GPX file and saving outside of TRIUMPH SOS it to one of your devices. When you delete your content, it will no longer be visible to other app users, but:
- (a) it may continue to be stored on our systems for up to 90 days after you deleted it; or

- (b) if your content has been used by other users of TRIUMPH SOS and the Subscription Services in accordance with the licence in clause 13.3 and they have not deleted it (in which case that licence will continue to apply until that content is deleted); or
- (c) we may keep a copy of your content if: we are required to do so to: comply with our legal obligations; comply with a request of a judicial or administrative authority, law enforcement or a government agency; investigate your breaches of Our Terms; to enforce Our Terms; or for the establishment, exercise or defence of legal claims.

13.5. ***Your content must not breach any laws or be inappropriate.*** Your content, and the use of your content by us in accordance with Our Terms, must not:

- (d) be illegal or unlawful or infringe any person's legal rights;
- (e) be libellous or maliciously false;
- (f) be obscene, indecent, pornographic, lewd, suggestive or sexually explicit;
- (g) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right, which broadly means that you must not post, publish or use within TRIUMPH SOS any content that you do not have permission or the right to use;
- (h) infringe any right of confidence, right of privacy or right under data protection legislation;
- (i) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (j) be in contempt of any court, or in breach of any court order;
- (k) be in breach of racial or religious hatred or discrimination legislation;
- (l) be blasphemous;
- (m) be in breach of official secrets legislation;
- (n) be in deliberate breach of any contractual obligation owed to any person;
- (o) depict violence in an explicit, graphic or gratuitous manner;
- (p) be untrue, false, inaccurate or misleading or amount to impersonating another person or organisation;
- (q) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (r) constitute spam, bulk messaging, auto-messaging, or any unsolicited advertising;
- (s) be offensive, deceptive, harmful, fraudulent, threatening, intimidating, abusive, harassing, anti-social, menacing, hateful, racially or ethnically offensive, discriminatory or inflammatory; or
- (t) cause annoyance, inconvenience or needless anxiety to any person.

**13.6. *You must not allow others to breach the rules.*** You must not assist or permit any person to use TRIUMPH SOS or the Subscription Services in a way that breaches the rules set out in clause 13.5 above.

**13.7. *If somebody else's content breaches the rules.*** If you notice that another user's content does not comply with the rules set out in clause 13.5 above, please report it to us.

#### 14. AVAILABILITY, UPDATES, CHANGES, DEFECTS AND SUPPORT

- 14.1. ***We do not guarantee the availability of TRIUMPH SOS at all times.*** We will use reasonable skill and care to provide TRIUMPH SOS and the Subscription Services to you and to keep them safe, secure and error-free, but we do not promise that your use of TRIUMPH SOS or the Subscription Services will be safe, secure, uninterrupted or error-free at all times. We will use reasonable endeavours to maintain the availability of TRIUMPH SOS and the Subscription Services to you but we do not guarantee 100% availability. For example, TRIUMPH SOS and the Subscription Services may become temporarily unavailable for maintenance, repairs, updates, upgrades, or due to network or equipment failures outside of our control (for example failures affecting third party telecommunications network providers).
- 14.2. ***Limitations of the Subscription Services.*** The accident detection function depends on an algorithm that consists of many factors and has been subjected to extensive testing, as evidenced by our British APCO accreditation (see <https://www.bapco.org.uk/what-we-do/999-apps/>). However, despite this extensive testing and accreditation, we cannot guarantee that it will work perfectly in absolutely every circumstance. It also depends upon you having reliable network coverage and a data connection at the time of the relevant accident. As such, wherever possible, please make sure you have other arrangements in place, such as sharing your route with others through means other than TRIUMPH SOS and making others aware of where you should be at any particular time.
- 14.3. ***Updates to TRIUMPH SOS and changes to the Subscription Services.*** From time to time, we may automatically update TRIUMPH SOS or change the Subscription Services to improve performance, enhance functionality, reflect changes to the operating system, address security issues or implement new versions of TRIUMPH SOS. Alternatively, we may ask you to update TRIUMPH SOS for these reasons or make such updates available to you. You may be able to manage your app update preferences in your App Platform settings or your device settings. If you choose not to install such updates, or if you opt out of automatic updates, you may not be able to continue using TRIUMPH SOS or the Subscription Services.
- 14.4. ***Support for TRIUMPH SOS.*** If you want to learn more about TRIUMPH SOS or the Subscription Services or have any problems using them, please take a look at our support resources at <https://www.realsafetechnologies.com>. If you are experiencing technical or other difficulties with TRIUMPH SOS or the Subscription Services, you can email us at [support@realsafetechnologies.com](mailto:support@realsafetechnologies.com) and we will use all reasonable efforts to provide you with support in relation to your use of TRIUMPH SOS. We will have no obligation to provide support in respect of issues caused by the improper use of TRIUMPH SOS or the Subscription Services, or any alteration to TRIUMPH SOS or the Subscription Services made without our prior consent.
- 14.5. ***If there is a problem with TRIUMPH SOS or the Subscription Services.*** If TRIUMPH SOS or the Subscription Services are faulty, inaccurately described, or if the Subscription Services is not provided with reasonable care and skill, you may be entitled to a refund, replacement or repeated performance. For a summary of your key statutory rights, please see clause 21 (*Consumer rights*). If there is a problem with TRIUMPH SOS or the Subscription Services, you have a complaint, or wish to contact us for any other reason please contact us using one of the contact methods in clause 3 (*Who we are and how to contact us*).



**15. EXTERNAL PRODUCTS**

- 15.1. ***Your access to third party products.*** TRIUMPH SOS may allow you to access, use or interact with third party apps, websites, content or other products or services (**External Products**). For example, you may choose to use third party data backup services such as iCloud or Google Drive that may be integrated with TRIUMPH SOS or the Subscription Services from time to time, or interact with a share button on TRIUMPH SOS that enables you to send route information and or photos to a third party's app or website, such as Facebook. Please note that:
- (a) Our Terms and our Privacy Notice only apply to TRIUMPH SOS and the Subscription Services and that your use of any External Products will be governed by the terms and conditions and privacy policies of the third party providers of such External Products;
  - (b) such links to and integrations with External Products are provided for information or your convenience only and are not recommendations or endorsements by us of those External Products or any information you may obtain from them; and
  - (c) you will need to make your own independent judgement about whether to use any External Products (even if they are recommended by us). We are not responsible for examining or evaluating the content or accuracy of any External Product, and we will not be liable for any such External Product.
- 15.2. ***You are responsible for third party fees.*** You are responsible for:
- (d) any access or data fees incurred from third parties (such as your internet provider or mobile carrier and other fees and taxes) in connection with your use of TRIUMPH SOS on your device; and
  - (e) any fees incurred from third parties in relation to your use of the External Products.
- 15.3. ***Endorsed External Products.*** We do not make any warranties about any External Products, even if they are endorsed by us. We do not warrant that your use of any External Products will be uninterrupted, error-free or secure.

**16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU (EXCEPT FOR PERSONS WHO ENTERED INTO THIS CONTRACT IN THE USA, TO WHOM THIS CLAUSE 16 SHALL NOT APPLY, BUT CLAUSE 17 (OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ENTERED INTO THIS CONTRACT IN THE USA) SHALL APPLY INSTEAD**

- 16.1. ***We are responsible to you for foreseeable loss and damage caused by us.*** If we fail to comply with Our Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking Our Terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted Our Terms, both we and you knew it might happen.
- 16.2. ***We do not exclude or limit in any way our liability to you where it would be unlawful to do so.*** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 16.3. ***We will not be in breach of Our Terms if you incur losses as a result of the App Platform operator's exercise of their contractual rights.*** Your App Platform operator has

rights under their Platform Terms, which may affect the exercise of your rights under Our Terms. Except as set out in clause 16.2 above, we will not be in breach of Our Terms as a result of, and will not be liable to you in respect of any loss or damage arising out of, the operator's exercise of its rights under their Platform Terms.

- 16.4. ***When we are liable for damage to your property.*** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or may be liable to pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge, or for damage that was caused by you failing to follow installation instructions correctly, or to have in place the minimum system requirements advised by us.
- 16.5. ***We are not liable for business losses.*** TRIUMPH SOS is for private, non-commercial use. If you use TRIUMPH SOS for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 16.6. ***Please back-up content and data used with TRIUMPH SOS.*** We recommend that you back up any content and data used in connection with TRIUMPH SOS, to protect yourself in case of problems with TRIUMPH SOS or the Subscription Services.
- 16.7. ***Check that TRIUMPH SOS and the Subscription Services are suitable for you.*** TRIUMPH SOS and the Subscription Services have not been developed to meet your individual requirements. Please check that the facilities and functions of TRIUMPH SOS and the Subscription Services (as described in the App Platform and at <https://www.realsafetechnologies.com>) meet your requirements.
- 16.8. ***We are not responsible for events outside our control.*** If our provision of the Subscription Services or support for TRIUMPH SOS or the Subscription Services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to end your contract with us and you may apply to your App Platform for a refund for services you have paid for but not received.

## **17. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU, IF YOU ENTERED INTO THIS CONTRACT IN THE USA**

- 17.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR LOSS OF PRIVACY, FOR CORRUPTION, DAMAGE AND LOSS OF DATA OR PROGRAMS, FOR FAILURE TO MEET ANY DUTY INCLUDING ANY STATUTORY DUTY, DUTY OF GOOD FAITH OR DUTY OF REASONABLE CARE, FOR NEGLIGENCE, FOR ECONOMIC LOSS, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE TRIUMPH SOS OR ANY SUBSCRIPTION SERVICE, OUR PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF OUR TERMS, HOWEVER CAUSED AND REGARDLESS OF

THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT TO THE EXTENT APPLICABLE LAW REQUIRES OTHERWISE, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE GREATER OF (1) 200% (TWO HUNDRED PERCENT) OF THE SUBSCRIPTION FEE (IF ANY) YOU PAID UNDER THIS CONTRACT FOR YOUR SUBSCRIPTION TO SUBSCRIPTION SERVICES AND (2) \$12,280 (TWELVE THOUSAND TWO HUNDRED AND EIGHTY US DOLLARS).

NOTHING IN OUR TERMS IS INTENDED TO EXCLUDE OR LIMIT ANY CLAIM FOR DEATH AND PERSONAL INJURY. FURTHER IN THE EVENT ANY DISCLAIMER, EXCLUSION OR LIMITATION IN THIS AGREEMENT CANNOT BE EXCLUDED OR LIMITED ACCORDING TO APPLICABLE LAW THEN ONLY THAT DISCLAIMER, EXCLUSION OR LIMITATION SHALL NOT APPLY TO YOU AND YOU CONTINUE TO BE BOUND BY ALL THE REMAINING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

- 17.2. TRIUMPH SOS AND ALL SUBSCRIPTION SERVICES ARE PROVIDED "AS IS" AND WE MAKE NO REPRESENTATION AND GIVE NO WARRANTY AS TO ITS USE OR PERFORMANCE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM THE EXTENT TO WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW, WE MAKE NO WARRANTY, CONDITION, REPRESENTATION, OR TERM (EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, INTEGRATION, OR APPLICABILITY FOR A PARTICULAR PURPOSE. YOU ASSUME ALL FAULTS, AND THE ENTIRE RISK AS TO PERFORMANCE AND RESPONSIBILITY FOR SELECTING REALSAFE® OR ANY SUBSCRIPTION SERVICE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM REALSAFE® OR ANY SUBSCRIPTION SERVICE. WITHOUT LIMITING THE FOREGOING PROVISIONS, WE MAKE NO REPRESENTATION AND GIVE NO WARRANTY THAT REALSAFE® AND/OR ANY SUBSCRIPTION SERVICE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT REALSAFE® AND/OR ANY SUBSCRIPTION SERVICE WILL MEET ANY OR ALL OF YOUR REQUIREMENTS WHETHER OR NOT DISCLOSED TO US.

## 18. YOUR RIGHTS TO END THE CONTRACT

- 18.1. *You may end this contract if we break it.*** You may end this contract at any time by contacting us and deleting TRIUMPH SOS from all devices if we break Our Terms materially or repeatedly, and, if what we have done can be put right, we fail to put it right after you have notified us of that breach and given us a reasonable opportunity to do so.
- 18.2. *If what you have bought is faulty or misdescribed.*** If we provide TRIUMPH SOS or the Subscription Services to you for a price and TRIUMPH SOS or the Subscription Services are faulty or misdescribed, you may have a legal right to end the contract or to get TRIUMPH SOS fixed or replaced, or the services parts of the Subscription Services re-performed, or to get some or all of your money back. Please see clause 21 (*Consumer rights*) for details.
- 18.3. *Ending the contract for convenience.*** Even if we are not at fault and there is nothing wrong with TRIUMPH SOS or the Subscription Services, you may still end the contract with us at any time, by letting us know and deleting TRIUMPH SOS from all devices. In particular:

- (a) you may have a right to cancel the contract and receive a refund during the first 14 days' after buying TRIUMPH SOS or the Subscription Services. For details, see clause 21 (*Consumer rights*); or
- (b) if relation to the Subscription Services, as described in more detail at clause 6.1, you may end the contract for those Subscription Services (in whole or in part) at any time before the end of the then-current billing period and the contract for those Subscription Services will end at the end of that billing period and you will not be charged after the end of that billing period.

## **19. OUR RIGHTS TO SUSPEND OR END THIS CONTRACT**

### **19.1. *When we may suspend your access to TRIUMPH SOS or the Subscription Services.***

We may suspend the provision of the Subscription Services to you if you do not pay our subscription fees. Additionally, if you breach Our Terms, or if we reasonably suspect that you have breached Our Terms in any way, we may:

- (a) send you one or more formal warnings;
- (b) delete or unpublish any or all of your content;
- (c) temporarily suspend your access to TRIUMPH SOS and/or the Subscription Services;
- (d) permanently prohibit you from accessing TRIUMPH SOS and/or the Subscription Services;
- (e) block your device from accessing TRIUMPH SOS and/or the Subscription Services; and/or
- (f) commence legal action against you, whether for breach of contract or otherwise.

### **19.2. *Suspension for technical and other reasons.*** We may also suspend TRIUMPH SOS and/or the Subscription Services to:

- (a) deal with technical problems or make technical changes; and
- (b) update TRIUMPH SOS or the Subscription Services to reflect changes in relevant laws and regulatory requirements.

We will notify you if we intend to suspend TRIUMPH SOS or any Subscription Service in accordance with this clause 19.2, which may be through a push notification in TRIUMPH SOS, on our Website, or by email. We will aim to provide at least 7 days advance notice, but reserve the right to provide shorter, or no advance notice if there is an emergency.

### **19.3. *When we may end this contract if you break it.*** We may end your rights to use TRIUMPH SOS or the Subscription Services at any time by contacting you if you breach Our Terms materially or repeatedly. If what you have done can be put right, we will let you know and give you a reasonable opportunity to do so.

### **19.4. *We may withdraw TRIUMPH SOS or the Subscription Services.*** We may write to you to let you know that we are going to stop providing TRIUMPH SOS or the Subscription Services and end this contract. We will let you know at least three months before we end this contract, unless it is not possible (for example, because we have to discontinue providing TRIUMPH SOS or the Subscription Services for security or legal reasons). We will refund to you any sums you have paid in advance for the Subscription Services, which will not be provided by us due to TRIUMPH SOS or the Subscription Services being withdrawn.

### **19.5. *Consequences of ending this contract.*** If we end your rights to use TRIUMPH SOS or the Subscription Services:

- (a) you must stop all activities authorised by Our Terms, including your use of TRIUMPH SOS and the Subscription Services; and
- (b) you must delete or remove TRIUMPH SOS from all devices in your possession and immediately destroy all copies of TRIUMPH SOS which you have and confirm to us that you have done this; and
- (c) we may remove your access to the Subscription Services, for example by disabling your TRIUMPH SOS account; and
- (d) if we end the contract in accordance with clause 19.3, we will refund any money you have paid in advance for the Subscription Services, which have not been provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract; and
- (e) if we end the contract in accordance with clause 19.4, we will refund any sums you have paid in advance for the Subscription Services, which will not be provided.

## **20. OTHER IMPORTANT TERMS**

- 20.1. ***We may transfer this agreement to someone else.*** We may transfer our rights and obligations under this contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 20.2. ***You need our consent to transfer your rights to someone else.*** You may only transfer your rights or your obligations under Our Terms to another person if we agree to this in writing.
- 20.3. ***Nobody else has any rights under this contract.*** The contract formed under Our Terms is between you and us. No other person shall have any rights to enforce any of its terms (save as provided in clause 7.5 (*App Platform operator may enforce Our Terms*)). Neither of us will need to get the permission of any other person in order to end the contract between you and us.
- 20.4. ***If a court finds part of this contract illegal, the rest will continue in force.*** Each of the clauses of Our Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.5. ***Even if either you or we delay in enforcing this contract, both parties can still enforce it later.*** If you or we do not insist immediately that the other party do something which that party is required to do under Our Terms, or if either you or we delay in taking steps against the other in respect of your breaking this contract, that will not mean that the party in default does not have to do those things and it will not prevent us or you taking steps against one another at a later date.
- 20.6. ***Which laws apply to this contract and where you may bring legal proceedings (unless you entered into this contract from the USA).*** Unless you entered into this contract from the USA (in which case, this clause 20.6 will not apply to you, and clause 20.7 will apply instead) this contract is governed by English law and you can bring legal proceedings in respect of the products in the English courts, except that this provision will not have the effect of depriving you of the protection afforded to you by mandatory provisions of the applicable laws regulating the choice of the governing law and/or jurisdiction in consumer contracts. For example, if you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal

proceedings in respect of the products in either the Northern Irish or the English courts. Alternatively, if you entered this contract within the European Economic Area, this contract is governed by the laws of the country in the European Economic Area in which you entered into this contract, and you can bring legal proceedings in respect of them in the courts of that country, as well as in your country of residence within the European Economic Area.

- 20.7. ***Which laws apply to this contract and where you may bring legal proceedings if you entered into it from the USA.*** This contract is governed by the federal law of the United States and the laws of the state of Delaware, provided however, that the laws of the U.S. state where you live will govern claims under state consumer protection, unfair competition, or similar laws to the extent required by law. To the fullest extent permitted by law, we and you expressly agree hereby to waive any right to a trial by jury in connection with this contract. We both agree to the jurisdiction of Delaware to resolve any dispute, claim or controversy that arises in connection with these terms and is not subject to mandatory arbitration as described below.
- 20.8. ***Class action waiver and agreement to binding arbitration (ONLY APPLIES IF YOU ENTERED INTO THIS CONTRACT FROM THE USA).***
- 20.8.1. ***Agreement to Arbitrate.*** If you entered into this contract in the USA, this clause 20.8 applies to you (but not otherwise). If a dispute, claim or controversy of any kind with respect to any of our products, services or any other aspect of the contract, arises between you and us, and the parties are unable to resolve the dispute informally within a reasonable period of time, YOU AND WE HEREBY AGREE TO RESOLVE THE DISPUTE THROUGH BINDING INDIVIDUAL ARBITRATION before the American Arbitration Association (**AAA**) under the Federal Arbitration Act (**FAA**), and not to sue in court in front of a judge or jury.
- 20.8.2. ***Class Action Waiver.*** Any proceedings, including but not limited to class action lawsuits, class-wide arbitrations, private attorney-general actions, or the combining of individual actions without the consent of all parties, are prohibited. BY ACCEPTING OUR TERMS, YOU AGREE NOT TO BEGIN OR PARTICIPATE IN ANY OF THE ABOVE-MENTIONED CLASS AND MULTI-PARTY PROCEEDINGS, AND ANY ACTION PURSUED BY YOU AND ANY REMEDIES, IF ANY, AWARDED TO YOU, MUST BE ON AN INDIVIDUAL BASIS, AS PROVIDED IN THIS CLAUSE 20.8.2. If a court decides that applicable law precludes enforcement of any of this clause 20.8.2's limitations as to a particular claim for relief, then that claim (and only that claim) will be severed from arbitration and may be pursued in court. If this paragraph is found to be unenforceable, then the entirety of this Class Action Waiver and Agreement to Binding Arbitration shall be null and void.
- 20.8.3. ***Exceptions.*** Notwithstanding any contrary statement above, nothing in this clause 20.8 will be deemed to waive a party's rights (1) to bring an individual action in a U.S. small claims court or (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling of the arbitrator, or (3) bringing issues to the attention of federal, state or local agencies (and such agencies may be able to seek relief on a party's behalf as allowed by law). In addition, this class action waiver and agreement to binding arbitration shall not require arbitration of disputes relating to the enforcement or validity or your (or your licensors') or our (or our licensors') intellectual property rights.
- 20.8.4. ***Conduct of Arbitration.*** In the event of a binding individual arbitration proceeding between us, a neutral arbitrator will decide and the arbitrator's decision will be final except to the



limited extent appeal is permitted under the FAA, and the arbitrator shall have the exclusive power to rule on his/her own jurisdiction, including any ruling as to the existence, scope or validity of this agreement, or to the arbitrability of any claim or counterclaim. Any arbitration pursuant to these provisions shall be conducted according to the Consumer Arbitration Rules of the AAA (or, if you are a non-consumer covered by this provision, the Commercial Arbitration Rules of the AAA) or the equivalent rules then in force, except to the extent modified by these terms. Any arbitration hearings will take place in the county or parish of your residence, unless the applicable AAA rules provide for telephonic hearing

- 20.9. **Mandatory consumer provisions.** If you are a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in Our Terms affects your rights as a consumer to rely on such mandatory provisions of your local law.
- 20.10. **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. If you are located in the European Union, Norway, Iceland or Liechtenstein, you can submit a complaint for online resolution to the European Commission Online Dispute Resolution platform (<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>).

## 21. CONSUMER RIGHTS

- 21.1. **Summary of some of your key rights.** Under English law, we must give you certain key information before a legally binding contract between you and us is made. That information is provided in the App Platform from which you download TRIUMPH SOS, on the Website, and in Our Terms. The information in this summary box summarises some of your key rights.

***The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that, within the period of 14 days from buying a product online, you can change your mind, cancel your purchase and receive a refund.***

*We must not begin the supply of digital content (e.g. mobile app) or services before the end of that 14 days' cancellation period, unless you have agreed to supply during the cancellation period, and (in case of digital content) acknowledged that your right to cancel will be lost as a result of the supply commencing early.*

*Once the digital content is supplied or the service is fully performed, the right to cancel is lost. If you cancel the service contract during the cancellation period before the service is fully performed, you must pay us for the supply of the service up to the date of cancellation.*

*To meet the cancellation deadline you must communicate your cancellation to us before the 14 days' period has expired. If you wish, you can but do not have to use the model cancellation form below:*

- *To: Realsafe Technologies Limited, Northern Design Centre Abbott's Hill, Baltic Business Quarter, Gateshead, England, NE8 3DF, customerservice@realrider.com*
- *I hereby give notice that I cancel my contract for the supply of the following: [insert details of app or service]*
- *Ordered on [insert date] / received on [insert date]*
- *Name [insert your name]*
- *Address [insert your address]*



- Email address [insert your email address – this is optional]
- Date [insert date]

***The Consumer Rights Act 2015 says that the following rights apply to digital content supplied to consumers for a price:***

- *digital content must be as described, fit for purpose and of satisfactory quality;*
- *if your digital content is faulty, you are entitled to a repair or a replacement;*
- *if the fault cannot be fixed, or if it has not been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back; and*
- *if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.*

***The Consumer Rights Act 2015 says that the following rights apply to services supplied to consumers for a price:***

- *you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;*
- *if you haven't agreed a price beforehand, what you're asked to pay must be reasonable; and*
- *if you haven't agreed a time beforehand, it must be carried out within a reasonable time.*

*This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.*