

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement", "Terms" or "DDR") is derived from the principles of Push Alert and represents the conditions of use that govern our relations with users of the Push Alert application as well as any person interacting with Push Alert, but also brands, products and Push Alert services. By using or accessing Push Alert Services, you agree to this Statement, which may be updated from time to time. You will find in addition at the bottom of this document resources that will help you better understand how Push Alert works (or by accessing its site directly www.push-alert.io).

Confidentiality

The respect of your private life is important to us. Our data usage policy has been established with the purpose of informing you of the data we collect and its use, but also help you understand how you can use Push Alert to communicate with the world. We encourage you to read the terms of the data usage policy and use it to make an informed decision.

Personal Data and Content Sharing

All the content and information you post on Push Alert belong to you, and you can control how we share your content through the settings of the application. In addition:

1. When you publish content or information with the localization permission setting on, this means that you allow people in interaction with you, including those who do not use Push-Alert, to access these information and use them, but also to associate them with you (meaning associate your name, your profile picture and location).
2. We appreciate your comments and suggestions regarding Push Alert. However, please note that we can use them without any obligation of remuneration (just as you have no obligation to communicate them to us).

Security

We do our best to make Push Alert a safe service, but cannot guarantee absolute security. To ensure security on Push Alert, we need your help, which includes the following commitments from you:

1. You will not post any unauthorized commercial communications (such as unwanted messages) on Push Alert.

2. You will not get information about users or the content they publish, and will not access Push Alert using automated methods (such as robots, web spiders, etc.) without our prior permission.
3. You will not perform illegal multi-level marketing, such as pyramidal schemes, on Push Alert.
4. You will not upload any viruses or other malicious code.
5. You will not ask for login information and will not access a login account owned by someone else.
6. You will not intimidate or harass others.
7. You will not post any content that incites hatred or violence, is pornographic, or contains nudity or gratuitous violence.
8. You will not use Push Alert for illegal, malicious or discriminatory purposes.
9. You will not act in a manner that could disable, overburden or otherwise prevent the proper operation or appearance of Push Alert (as an attack causing a denial of service or interference with the display of the Pages or other features of Push-Alert).
10. You will not allow or encourage violations of this Declaration or our regulations.
11. You will not misuse the service to propagate false alarms, or transmit false information and false location. Any false statement will make you criminally responsible.
12. Push Alert is provided on a best effort basis and cannot be held responsible for any problem associated with use, operation, problem of network, of transmission of information, or any other situation resulting in the Push Alert application and the associated service being unresponsive and/or out of order.
13. In no case here in France and/or elsewhere in the world, our responsibility could be engaged following a malfunction of technical origin or of any other nature.

You authorize us to store at any time your personal information and related updates (name, surname, photos, videos, geolocation) to put them at the disposition of justice at all times and to dispose of it in order to bring forth the truth or answer to request from the justice departments of the countries where the application is used.

Anyone or any company attempting to plagiarize the Push Alert application in France or in Europe or in any country in the world would immediately be brought to court to make reparation for the incurred damages.

Registration and Account Security

People who use Push Alert must give their real name and personal information, and we ask you to help us so that it does not change. Here are some conditions you agree to respect regarding registration and security of your account:

1. You will not provide false personal information during Push Alert application setup and will not create an account for another person without his permission.
2. You will only create one personal account.
3. If we delete your account, you will not create new ones without our authorization.
4. You will not use your personal log primarily for commercial purposes.
5. If you want to engage in commercial activities through Push Alert, you must specifically apply.

6. You will not use Push Alert if you are a minor under 13 and do not have parental permission for.
7. You will not use Push Alert if you have been convicted of violence, sexual acts and acts of terrorism.
8. Your details should always be accurate and up-to-date.
9. You will not share your password (or, in the case of developers, your secret key), will not let anyone access your account or do anything that could compromise the security of your account.
10. You will not transfer your account (including any Pages or Apps you control as administrator) without first obtaining written authorization from our part.
11. If you select a username or similar identifier for your account, we reserve the right to withdraw it if we deem it necessary.

Protection of the rights of third parties

We respect the rights of others and we ask you to do the same.

1. You will not post any content and you will not do anything on Push Alert which could violate the rights of others or otherwise violate the law.
2. We may remove any content or information you post on Push Alert whenever we believe that they are in violation of this Declaration or our regulations.
3. You will not use our trademarks, our rights-protected content copyright or any other mark that may be confusing, except in the case of expressly permitted by our Trademark Usage Rules or after receiving a written authorization from us.
4. If you collect information from users, you will get their consent and you will clearly state that it is you (and not Push Alert) who collect these information, and you will publish your privacy policy indicating the information collected and the use made of it.
5. You will not identify people who use Push Alert and will not send invitation emails to people who do not use Push Alert without their agreement.

Cellular Phones and Other Devices

We currently offer free mobile data services. However, the rates applied by your operator, as for sending text messages and data, remain at your charge. The connection to the Push Alert service can be shared with Twitter and/or Facebook channels to enable a faster alert.

In case you change your cellphone number or cancel it, you will update your account on Push Alert within 48 hours in order to ensure that messages intended for you are not sent to another person.

You give your consent and all the rights that Internet users need to synchronize (including through an application) on their device the information which they can access on Push Alert.

Payments

By making a payment via Push Alert and this when content will become, you accept our terms of payment except when mentioned that other distinct conditions apply.

Special clauses applicable to software

1. If you download or use our software, as an independent software product, application or navigation module, you agree that, from time to time, the software download and install updates, upgrades, and features to enhance the software.
2. You will not modify, create derivative works, decompile or will not try otherwise to extract our source code if you are not expressly licensed under an open source license, or if you have not received written authorization from us.

Amendments

We will notify you of any changes to this Statement, and you give the possibility to consult and comment on the revised version before continued use of our Services.

The modifications of this Declaration will come into effect thirty (30) days following the notification of the envisaged modifications. Your continued use of the Services of Push Alert after expiry of the deadline date for notification of planned changes implies that you accept our new terms, rules or instructions, including this Declaration.

Termination

If you violate the letter or spirit of this Statement, or otherwise create a risk of lawsuits against us, we may stop providing you with some or all of the Push Alert services. We will notify you by email or at your next connection to your account.

You can also delete your account or disable your app at any time.

Litigation

If you live in a country where the law excludes the application of French law to your litigation relating to this Statement or to Push Alert, the laws of your country will apply to your dispute relating to this Statement or to Push Alert. Similarly, if you live in a country where the law provides for the jurisdiction of the courts of your country of residence, any dispute relating to this Declaration or to Push Alert may be brought before the competent courts of your country of residence.

In case of any legal action brought against us by a third party as a result of your use of Push Alert, you hereby agree indemnify and protect Push Alert of all damages, losses and costs,

including reasonable lawyer fees related to this legal action. Although we enact rules of behavior for Push Alert users, we cannot control or direct the user behavior on Push Alert, and we are in no way responsible for content and information transmitted or shared by users on Push Alert. We are not responsible for the online or offline behavior of people who use Push Alert.

WE TRY TO PROVIDE Push Alert IN AN ENVIRONMENT WITHOUT DEFAULT AND SAFE, BUT USE IT AT YOUR OWN RISK.

WE SUPPLY Push Alert "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF QUALITY, SUITABILITY FOR SPECIFIC USES OR NON-VIOLATION. WE DO NOT GUARANTEE THAT Push Alert IS ALWAYS SAFE, SECURE OR ERROR FREE, OR THAT Push Alert ALWAYS WORKS WITHOUT INTERRUPTION, DELAY OR IMPERFECTION.

Push Alert ASSUMES NO RESPONSIBILITY FOR ACTIONS, CONTENTS, INFORMATION OR DATA FROM THIRD PARTIES, AND YOU AGREE TO CLEAR Push Alert, THE MEMBERS OF ITS MANAGEMENT, THE MEMBERS OF ITS BOARD OF DIRECTORS, ITS EMPLOYEES AND ITS AGENTS LIABILITY FROM ANY RECLAMATIONS OR DAMAGES, KNOWN AND UNKNOWN, GIVING COMPLAINTS YOU HAVE TO AGAINST THESE THIRD PARTIES, OR RELATED TO THEM.

THIS LIMITATION WILL NOT APPLY AND WILL NOT MODIFY THE RIGHTS THAT YOU HAVE WITH Push Alert WHEN THE LAWS OF YOUR COUNTRY OF RESIDENCE, APPLICABLE BECAUSE OF YOUR USE OF Push Alert SERVICE, DO NOT PERMIT IT.

ACCORDING TO THE USE YOU MAKE OF THE SERVICE, THE TOTAL AGGREGATE OF OUR RESPONSIBILITY TO YOU IN THE CONTEXT OF THIS DECLARATION OR PUSH ALERT WILL NOT EXCEED THE AMOUNT PAID BY YOU IN THE PAST TWELVE MONTHS.

Depending on the place of use you select, the French version will be displayed and this as a first step, further information will be sent to you as soon as the English version or in other languages will become available.

DATA PROTECTION POLICY

As a company invested in safety and security, we place a high priority on the protection of your personal data. We are committed to protecting all your information and acting in accordance with your rights and data protection regulations.

In this Privacy Policy, we explain how and when we collect data through our mobile app and detail how we use it to always provide you with the best service. We detail the rights you enjoy and how to exercise them.

When we use the term "you", "your" or "yours" in this document, this means you, any authorized person acting on your behalf or any beneficiary, as well as other individuals within your home or business. When we use the term "we", "our" or "our", this means Lombard Street SAS, Applications Rue Lombard Inc. or any of their subsidiaries.

Data Collection and the Way We Use Them

The personal data we collect varies depending on how you use our services. The data that we collect or hold about you will be either directly communicated by you, will either come from third parties or will either be collected from your activity on our websites and your use of our services, as for example any indication of geolocation.

Use of Personal Data for Sales Prospection and Marketing

We collect and process the following information about you during your account creation: your contact information, such as your name, home address, phone number, e-mail address, or the country in which you reside.

We use your data with the following objectives:

- We use your personal data to send you communications to advertise our products and security-related services for business purposes. These communications may take the form of an electronic mail or postal, an SMS, a phone call or a targeted online advertising. We will retain your data for prospecting purposes for a maximum of 3 years.
- If we have your contact information because you recently downloaded the "Push Alert" application, we will contact you to inform you about the possibility of having others join the service or to offer you commercial animations), unless you have asked us to stop sending you our commercial communications or choose not to receive them. We will use your contact information for prospecting purposes up to the next 3 years after the deletion of the push-alert application.
- Whenever you receive an electronic communication from us for business purposes, you have the option to opt out of receiving further communication in the future through an unsubscribe link. In addition, you can at any time send us an email to the

following email address “contact@push-alert.io” to ask us to stop sending you our commercial communications.

- Our use of your information as described above is authorized by the current regulations applicable to the protection of personal data. In most cases, our processing of your personal data for business purposes is based on our legitimate interest, although in certain situations (such as when required by law), we have to ask your consent for some operations (for example, when you agree to receive communications from us).

In addition, when you have enter a specific agreement with some of our partners (such as insurance companies, comparison sites, online sales sites or social media platforms, marketing agencies and affiliate search, real estate websites online), we may receive from them additional personal data about you. We use this information to promote our products and services to you under the conditions described above.

Survey

We collect and process the following information about you: your IP address, your postal code, your telephone number, and if applicable a general description of your place of life and your lifestyle (travel function).

We use your information only to contact you and offer additional security services.

Our use of your information as described above is authorized by the regulations applicable to the protection of personal data. The processing of your personal data in this case is based on your consent. If you do not consent to the processing of your information or do not complete the requested fields following a request for information, we will not be able to satisfy your specific request for security.

When You Use Our Internet Website

We invite you to visit our website here: “<http://www.push-alert.io>” to obtain further information about the personal data, we collect from you when you visit our websites.

We may also register your preferences as part of our data analysis to optimize your navigation on our sites and provide you a better service.

When You Become A Customer – Free and paying functions

We collect and process the following information about you: your name, your home address, the phone number (s) to which you can be contacted, your email address and your payment information.

We will also collect the contact details of people to be notified in case of emergency. These contact details include their name and phone number. The person (s) to be notified in case of

emergency can be your spouse, family members, neighbors, friends or employees (function “Five dedicated contacts”)

We use your information to fulfill the following purposes:

We use your information to install the Push Alert application you choose and perform the services you have decided to use. Our processing is authorized by the regulations applicable to the protection of personal data, and in any case, the processing of these data is based on the legal basis of the contract (acceptance of downloading the Push Alert application, processing of your geolocation data).

In Accordance with the Services We Provide to You

In addition to the data mentioned in the previous paragraph, we collect and process the following information about you: the logs of your phone calls when you contact us or we contact you, as well as all your email correspondence with us, GPS data logs and connections from the you as a user to the system, including events related to position request signals and their processing.

We use your information to fulfill the following purposes:

- Telephone calls: we communicate with you by telephone for service and maintenance purposes, or in the event of an alarm or serious event, telephone calls are not recorded.
- Alarm reports: When you or any other user activates / activates the location and help request alert button, we keep a history of when this event occurred and the identity of the user triggering the event, origin of the action or the element causing the trigger. Part of this history is available to you on your request during 48 hours. These records are kept for a minimum of 2 days.
- Images triggered by an alert trigger (a function coming soon): only when your mobile phone turns on the alert mode and your request is triggered, we store images or recordings of the protected places according to the type of equipment installed there . The photos and videos are kept for a period not exceeding one month, unless revelation within this period of a security incident or a request for verification on your part for a communication of the recording or an extension of the conservation or except contestation intervening within this period.
- GPS Position: We process the GPS location of the frequented locations in order to fulfill our contractual obligations, in particular to dispatch an emergency services agent as soon as possible if necessary. Depending on your equipment, we can also track the GPS location of your handheld, only if you accepted it when you installed the app, in order to send you push notifications that are relevant to your location or related to an event occurring nearby or to inform you of a dangerous situation and the course of action to be taken. You can turn off the geolocation of your handheld at any time from your device settings (in which case you will not be able to access all of the services offered by the app).

- We also use some of your data in the context of communication campaigns, in particular to assist you in using the services you have subscribed to.
- Depending on the sector you are in, we process certain data to send you informative communications via email or SMS, including to explain a potential danger.
- We may use data from the use of your push-alert application and the provision of services, anonymously and / or aggregated to verify that the service is provided correctly, conduct sector or market, or for commercial purposes and make decisions regarding the improvement of our products and services.
- These treatments are authorized by the regulations applicable to the protection of personal data, and in all cases are based on the legal basis of the contract (i.e. our contractual obligation to provide you with the most efficient protection services) or on a legitimate interest. Unless otherwise specified, the information referred above are deemed necessary.

Sponsorship and Renewal Programs

If you participate in our sponsorship or renewal programs, we collect and process the following information for commercial prospecting purposes: the name of the sponsored person / former occupant of the premises, the address of his domicile and the phone number (s) at which to call him.

If you provide us with data concerning the sponsored person, you guarantee us to have obtained his consent so that we treat his data for the purpose of contacting him as part of the download of the application, the setup of the geolocation service and all the services which are linked. After having collected the data, the sponsored person will be able to obtain further details about the collection of his data by referring to this Policy, available on our website, and can decide by himself if he prefers to oppose the use of his data.

If at the end of this first contact, the sponsored person refuses the setup of the application, but agrees to be contacted by us in the future, we will keep his data for a maximum of 3 years. If your referee opposes any subsequent solicitation, his data will be deleted as soon as possible.

You are informed that if the sponsored person refuses our commercial offer, you will not be able to benefit from the promotional offer and/or discounts granted under the sponsorship and renewal programs.

Communication of Your Information to Other Companies

We do not sell your information to third parties. However, we may communicate them to other companies of group: Rue Lombard Inc., SAS Lombard Street, or other subsidiaries in particular in connection with the supply of our products and services, but also for data hosting purposes and if you agree, for commercial prospecting purposes.

Since our activities require the skills and resources of other companies, we will also need to share your information with the selected recipients, listed below, in order to perform these activities. These companies are contractually committed to protecting your data by giving them the same level of protection as we do. In addition, we remain responsible to you for the use and security of your data.

Some of the categories of recipients to whom we share some of your information include:

- Cloud storage service providers, in particular to store video, audio and geolocation information records that you request via the mobile application;
- Service and support service providers, whom we call upon to answer your questions if you request our Customer Service or to carry out maintenance work;
- Telephone system providers, whom we call to contact you by telephone and record telephone conversations where appropriate;
- Payment service providers that we use to process your install and service payments;
- Law enforcement, which can intervene in the event of the removal of doubt, and emergency services if necessary;
- IT service providers, whom we use to record our customer relationship management information or prospects;
- Survey and survey providers who measure your satisfaction so that you can share your opinion of our products and services with us so that we can improve the services we provide;
- Online review sites, which may offer to publish your opinion on our products and services on their platform following a response from you to our satisfaction surveys;
- Professional service providers such as marketing agencies, advertising partners and website hosts who help us run our business;
- Marketing agencies, search engines and social networking platforms to optimize our online advertising campaigns and not target you in our campaigns if you are already a customer.

Transfers of data

We keep your data in the European Economic Area (EEA) or in countries with an appropriate level of data protection. These countries have laws equivalent to those of France concerning your information.

If we disclose your information to companies established outside (i) the EEA or (ii) countries with an appropriate level of data protection, we contractually require that such companies treat your information under similar conditions of protection. In such situations, we will ensure that the information transferred is protected. On request, we can provide you with further information on any transfer.

Third Parties

To the extent that the installation and provisioning of our services via the mobile application to you as a customer may involve the processing of personal data of other third parties (such as visitors, families, employees, etc.), it is your responsibility to inform them of the collection and processing of their personal data in this instance and make sure they agree with these operations.

Information Retention

We will retain your personal data for the purposes listed in this Policy. In certain situations where you choose not to receive commercial prospecting materials, we may have to retain information to know that we should not contact you in the future.

Unless otherwise stated in the preceding paragraphs, we will retain your data for as long as you have a contractual relationship with us for the purposes explained above.

If you terminate your contract by uninstalling the push-alert mobile app, and there is no other reason to continue processing your data, we will retain your information for the period required to comply with the policy. Regulations and prescribing rules in force or, if applicable, to deal with any claim or request related to the quality of the services we have provided to you.

When we no longer need your personal data, we will delete them in a secure way.

Your Rights

You have several rights related to your personal data.

Thus, you have the right to access your data, to correct any errors in our files, as well as the right to erase your personal data, limit their processing or oppose it. You also have the right to withdraw your consent, oppose the receipt of commercial prospecting documents in the future, and in certain circumstances, you have the right to ensure that your information is transferred to you or transferred to a third party.

You can also file a claim with the relevant supervisory authority. The French Supervisory Authority is the [Commission Nationale de l'Informatique et des Libertés](#).

Contact and complaints

The primary point of contact for all matters regarding this Policy, including a request to exercise the rights of the data subject, is our Data Protection Officer. You can contact the Data Protection Officer at this email address: contact@push-alert.io.

If you intend to exercise your rights of access, rectification, deletion or limitation of treatment, please enclose with your application a copy of an identity document.

If you have a complaint or concern about how we use your personal data, please contact us first and we will try to resolve the problem as soon as possible.

Status of this Privacy Policy

This Privacy Policy was last updated in May 2018. We reserve the right to change it at any time in order to provide you with up-to-date information on how we collect and process your data. The most recent version of the Privacy Policy is always available at:

<http://www.push-alert.io>

LOMBARD STREET SAS is a French Société par Actions Simplifiée company with a capital of 1000 euros, whose head office is located in Clermont-Ferrand and registered at the RCS of Clermont-Ferrand.

Information sheet

Title: Push Alert

Brief description: With Push alert, take care, remain safe and protect your loved ones.

Keywords: safety, risk control, prevention, protection, alarm.

Description:

Push Alert is a collaborative alert system, with real-time position updates. It offers the following features:

You can inform your loved ones when they think you are at risk:

- Send information about your situation to a predefined list of contacts,
- Reassure them by showing them that you are in security,
- Publish your position so they can know you are not in a danger zone
- Push info on your Facebook page about your situation

You can get help and provide help:

- Alert your contacts when you are at risk
- Receive information from your contacts when they need you
- If you worry for the safety of your loved ones, follow their position

You can contribute in managing a dangerous situation:

- Notify others of a danger near them,
- Contribute to their safety by communicating on the position and the size of a zone of danger,
- Make sure to avoid danger areas near you