

## TapSOS terms of use

### 1. Information about us and our app and website

- 1.1. TapSOS Limited (company number NI625579 with registered office address at 121-125 Royal Avenue, Belfast, Northern Ireland BT1 1FF) (**we, us, our**) provides a mobile application (the **App**) which enables users to contact the 999 service in a non-verbal manner. We also provide a website (the **Website**) which provides information about us, the App and other relevant information. Together, we refer to the App and the Website as **TapSOS** in these terms of use (**Terms**).

### 2. Information about these Terms

- 2.1. These Terms govern the provision of TapSOS by us and your use of it. Please read the Terms carefully, as by downloading the App and/or by using the Website, you represent that you have read and understood them and that you agree to be bound by them, without modification. Please do not use TapSOS if you do not accept these Terms.
- 2.2. We may change or update these Terms at any time and will notify users by posting such changed or updated Terms on this page. Any changes or updates will be effective immediately on posting. Your continued use of TapSOS constitutes your acceptance of the Terms as modified. We may also notify you of any material changes by push notifications within the App or by email, to the email address provided to us at registration. If you do not accept the changes you will not be permitted to continue to use TapSOS.

### 3. The app store's terms also apply

- 3.1. You must download the App from the relevant app store that is available on your device (**App Store**). When you use the App, the ways in which you can use the App may also be controlled by the applicable App Store's rules and policies, available at: <https://www.apple.com/legal/internet-services/itunes/us/terms.html> and [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). Where there is a conflict between those rules and policies and any of the provisions of these Terms, the App Store's rules and policies will prevail and the conflicting provision of these Terms will fall away. For the avoidance of doubt, the remaining provisions of these Terms will remain in full force.

### 4. Paying for and downloading the App

- 4.1. We may make an annual charge for the App, in which case this will be made clear to you on the App Store and you will need to pay this through the App Store when you download the App and, if relevant, annually thereafter. If you do not pay any relevant charge, you will not be able to use the App.
- 4.2. After you have paid for the App, but before you download it, you will have 14 days from payment to cancel your purchase of the App with the App Store and receive a refund of the charges paid. Once you have downloaded the App, you will lose this right and you will no longer be able to cancel or receive a refund.
- 4.3. If we withdraw or suspend the App or your account for any reason in accordance with these Terms after you have downloaded the App, you will not be obliged to make any further payments but we will not be obliged to provide you with a refund for any charges that you have previously paid.

### 5. Your privacy

- 5.1. We use any personal data we collect through your use of TapSOS in the ways set out in our privacy policy.
- 5.2. Please be aware that internet transmissions are never completely private or secure and that any message or information you send using TapSOS may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

## **6. Changes to the App and the Website**

- 6.1. We may update and change TapSOS from time to time for any reason.
- 6.2. We may suspend or withdraw or restrict the availability of all or part of TapSOS at any time. We do not guarantee that TapSOS, or any of the content within it, will always be available or uninterrupted.

## **7. Intellectual property rights**

- 7.1. We are the owner or licensee of all intellectual property rights in TapSOS and all material within TapSOS. You have no intellectual property rights in, or to, TapSOS and all related materials other than the right to use them in accordance with these Terms.

## **8. Licence of App**

- 8.1. When you download and use the App, we license you to use the App and any associated software and data, and any updates or supplements to the App, as permitted in these Terms. The App is licensed, not sold, to you.
- 8.2. We are giving you personally the right to use the App as set out in these Terms. You may not otherwise transfer the App to someone else, whether for money, for anything else or for free. This does not prevent you from gifting the App to someone else if allowed under the App Store rules and policies.
- 8.3. You agree that you will:
  - 8.3.1. not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
  - 8.3.2. not copy the App except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
  - 8.3.3. not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, nor permit the App to be combined with, or become incorporated in, any other programs, except as necessary to use the App and on devices as permitted in these Terms; and
  - 8.3.4. comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.
- 8.4. You agree that if you sell any device on which the App is installed, you will remove the App from it.

## **9. How you may use the App, including how many devices you may use it on**

- 9.1. In return for your agreeing to comply with these terms you may:
  - 9.1.1. download or stream a copy of the App onto your device and view, use and display the App on such devices for your personal purposes only; and
  - 9.1.2. receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.
- 9.2. If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

## **10. Acceptable use**

- 10.1. You must:
  - 10.1.1. not use TapSOS in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for

example, by hacking into or inserting malicious code, such as viruses, or harmful data, into TapSOS or any operating system;

- 10.1.2. not use TapSOS to make hoax 999 calls or otherwise to abuse the 999 service;
- 10.1.3. not infringe our intellectual property rights or those of any third party in relation to your use of TapSOS;
- 10.1.4. not transmit any material that is defamatory, offensive, confidential or otherwise objectionable in relation to your use of TapSOS; and
- 10.1.5. not use TapSOS in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

10.2. We monitor your use of the App to ensure that you are using it in accordance with the restrictions above. If you continually misuse the App, including using it to make hoax 999 calls, your telephone number may be blocked or barred by the 999 service. Any decision made to block a telephone number is made solely by the 999 service and not by us. We may be asked by 999 to investigate misuse of the App and we may share information about your misuse of the App with 999 (in accordance with our privacy policy) but we do not decide whether to block or bar your telephone number.

## **11. Your account**

- 11.1. If you sign up for an account with the App, you must ensure that only you use your account and you must not disclose your login details to any other person. You are responsible for keeping your login details safe and secure.
- 11.2. We have the right to disable or delete your account at any time if in our reasonable opinion, you have failed to comply with any of the provisions of these Terms; have otherwise misused TapSOS; or if we reasonably believe disabling or deleting your account is necessary to protect us or other users.
- 11.3. If you know or suspect that anyone other than you knows your login details, you must promptly notify us by emailing us at [mydata@tapSOS.com](mailto:mydata@tapSOS.com) or by using any of the contact methods described in clause 16.2 below. You are able to reset your password yourself at any time by clicking the "Forgotten password" link on the login page or the "Change password" link within your profile. We will send a one-time URL to your registered email address which will direct you to the password reset form.
- 11.4. We reserve the right to disable or terminate your account if you have failed to log into your account for a period of twelve months. We will notify you by email in advance of disabling or terminating your account.

## **12. Your content**

- 12.1. When you submit information or content to the App, for example your personal details to create an account or information required for a 999 alert, you must ensure that this information is accurate and up-to-date.

## **13. We may end your rights to use the App if you break these Terms**

- 13.1. We may end your right to use the App at any time by contacting you if you have broken any of these Terms. If what you have done can be put right we will give you a reasonable opportunity to do so.
- 13.2. If we end your rights to use the App:
  - 13.2.1. You must stop using the App immediately.
  - 13.2.2. You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

#### **14. Operating system requirements**

- 14.1. The App requires an iOS or Android based device with iOS 8.0 or later for iOS devices, or Android 5.1 or later for Android devices.

#### **15. Location requirements**

- 15.1. Our App is directed to people residing in the United Kingdom only and is only intended for use in relation to the United Kingdom 999 service. If you attempt to use the App to send an alert outside the United Kingdom, it will not work and we accept no responsibility for a failure of the App to send an alert where the App is used outside of the United Kingdom.

#### **16. Support for the App and how to tell us about problems**

- 16.1. If you want to learn more about the App or have any problems using them please take a look at our support resources at [www.tapSOS.com](http://www.tapSOS.com).
- 16.2. If you think the App is faulty or misdescribed or you wish to contact us for any other reason please contact us at [support@tapSOS.com](mailto:support@tapSOS.com) or 0800 999 1121.
- 16.3. If we have to contact you we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us.

#### **17. Updates to the App**

- 17.1. From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.
- 17.2. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

#### **18. Information on the App and the Website**

- 18.1. TapSOS may contain information and content (for example blog posts), which is provided for general information only and is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on TapSOS.
- 18.2. Although we make reasonable efforts to update the information and content on TapSOS, we make no representations, warranties or guarantees, whether express or implied, that the content on TapSOS is accurate, complete or up to date.

#### **19. We are not responsible for third party websites**

- 19.1. TapSOS may contain links to other independent websites and resources which are not provided by us. These links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 19.2. These independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any). You will need to make your own independent judgement about whether to use any such independent sites.

#### **20. We are not responsible for network or device issues or for the 999 service**

- 20.1. When you use our App to contact the 999 service, we populate a text message with the information you have submitted for the alert (via our tap iconography), your personal details and medical information and we send this to BT call handlers, who in turn pass this on to the 999 service via mobile networks to enable them to handle the emergency situation.

- 20.2. Our App simply provides an alternative method of communication with the 999 service. We are not responsible for, and shall have no liability in respect of:
- 20.2.1. any device failure that affects the transmission of the alert;
  - 20.2.2. any drop in coverage or any mobile network issues or other acts or omissions of BT or any network provider;
  - 20.2.3. any failure by the 999 service to respond to, or any delay by them in responding to, the emergency situation or any other acts or omissions of the 999 service;
  - 20.2.4. any failure in an alert being sent as a result of a user failing to or being unable to complete an alert; or
  - 20.2.5. any attempt to use the App outside the United Kingdom.

**21. We are not responsible for viruses**

- 21.1. We do not guarantee that TapSOS will be secure or free from bugs or viruses. You are responsible for configuring your own devices to access TapSOS and you should use your own virus protection software.

**22. Force majeure**

- 22.1. We shall not be in breach of these Terms nor liable for any delay in performing, or failure to perform, any of our obligations under these Terms if such delay or failure results from events, circumstances or causes beyond our reasonable control.

**23. Indemnification**

- 23.1. You will be liable to us and our subsidiaries, affiliates, officers, agents and employees for any losses we incur as a result of any breach, by you, of these Terms. This includes without limitation, any damages we pay to a third party where that third party brings a claim against us as a result of your misuse of the app.

**24. Our responsibility for loss or damage suffered by you**

- 24.1. Subject to clause 24.2 below, our total liability to you in contract, tort (including negligence) breach of statutory duty or otherwise, arising under or in connection with these Terms, shall not exceed one hundred pounds (£100).
- 24.2. 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 and for fraud or fraudulent misrepresentation.
- 24.3. We are only responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract 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 agree to these Terms, both we and you knew it might happen.
- 24.4. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your use of, or inability to use, TapSOS or your use of or reliance on any content on TapSOS.
- 24.5. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation, subject to clause 24.1. 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 correctly follow installation instructions or to have in place the minimum system requirements advised by us.

- 24.6. Please note that we only provide TapSOS for domestic and private use. You agree not to use TapSOS for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 24.7. We recommend that you back up any content and data used in connection with TapSOS, to protect yourself in case of problems with TapSOS.
- 24.8. TapSOS has not been developed to meet your individual requirements. Please check that the facilities and functions of TapSOS (as described on the app store and/or our Website) meet your requirements.
- 24.9. If our provision of support for TapSOS 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.

## **25. General**

### **25.1. Assignment and other dealings**

- 25.1.1. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 25.1.2. We may transfer our rights and obligations under these Terms 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.

### **25.2. Waiver**

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

### **25.3. Severance**

Each of the paragraphs of these 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.

### **25.4. Entire Agreement**

Except where otherwise provided in these Terms, these Terms constitute the entire agreement between you and us, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and undertakings between them, whether written or oral, relating to their subject matter.

### **25.5. Third party rights**

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

### **25.6. Governing Laws and Jurisdiction**

These Terms are governed by English law and you can bring legal proceedings in respect of them in the English courts. If you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts.