

SERVICE DESCRIPTION

GUARDIAN EVERYWHERE Apps, GUARDIAN EVERYWHERE Devices, Guardian GUARDIAN EVERYWHERE Hub and Guardian GUARDIAN EVERYWHERE Satellite Services

1. In these Service Terms, *EVERYWHERE* means EVERYWHERE Communications, Inc, of 30 West Street, Annapolis, Maryland 21401, USA. Guardian Angel (and Guardian EVERYWHERE) means Guardian Angel Security Ltd, PO Box 301763, Albany, Auckland 0752, New Zealand.
2. You shall:
 - (a) only use the GUARDIAN EVERYWHERE Hub with GUARDIAN EVERYWHERE Devices; and
 - (b) not use any other devices in connection with the GUARDIAN EVERYWHERE Hub unless expressly approved in writing by GUARDIAN EVERYWHERE.
3. If you use any services provided by third parties in connection with GUARDIAN EVERYWHERE Hub (*Third Party Services*), then you acknowledge the applicable terms and conditions of the Third Party Services made available by that third party is a binding agreement solely between you and that third party, and not between you and GUARDIAN EVERYWHERE, and that GUARDIAN EVERYWHERE is acting solely as an intermediary between you and that third party
4. You must not use GUARDIAN EVERYWHERE's products, services or satellite services:
 - (a) to abuse or misuse any emergency services;
 - (b) to send messages that are offensive, defamatory, abusive or obscene or intended to harass;
 - (c) for any purpose in violation of law;
 - (d) in any manner that infringes or misappropriates third-party rights; or
 - (e) in any manner which overloads or unreasonably interferes with the GUARDIAN EVERYWHERE Hub or the GUARDIAN EVERYWHERE Satellite Service.
5. You are solely responsible for any charges that may be assessed by emergency responders for either false SOS Emergency Signals and/or in relation to search and rescue activities resulting from your transmission of a SOS Emergency Signal. If you deliberately or negligently misuse the SOS Emergency Service, Guardian Angel reserves the right to assess a fee in order to recoup their costs in relation to responding to such misuse. Negligent and deliberate misuse includes, but is not limited to, pressing the SOS button to "see if it works" or otherwise knowingly pressing the SOS button when no emergency situation exists. Should it be determined by Guardian Angel that you have deliberately or negligently misused the SOS Emergency Service, Guardian Angel may provide your credit card information on record to the Third Party SOS Provider. Guardian Angel or the Third Party SOS Provider shall then, without further notice, bill the credit card the appropriate fee, as calculated by the local search and rescue/emergency response services in the country, for each such false SOS Emergency Signal event, and you shall be responsible to pay any such fee.
6. You represent and warrant that during the term of this agreement you shall comply with the End User Suspension Notice requirement set forth in paragraph 7 below and your failure to do so is a material breach of this Agreement. You acknowledge that:

- (a) Guardian Angel has no way of knowing the identity or contact information of the Workers whose Services may be suspended; and
 - (b) failing to provide the Worker Suspension Notice could result in a Worker falsely believing that he/she might be rescued after pressing the SOS button on a Device when, in fact, their Services are suspended and the SOS functionality will not operate and no SOS Emergency Services will be activated.
- 7. GUARDIAN EVERYWHERE Prepaid Subscription Suspend Fee. You may suspend your usage and access to the Services on a month-to-month basis without cancelling your subscription (*Suspend Mode*) by sending an email to cs@guardianangelsecurity.co.nz at least fourteen (14) business days in advance of the billing period for the Services. Upon receipt of such email, Guardian Angel shall acknowledge the email and shall suspend all billing for the Services and/or extend the Prepaid Subscription Fees period by the period of time requested by you, provided that: (a) all suspension periods must be in increments equal to an entire billing period for the Services; (b) you shall pay to Guardian Angel the Guardian Angel Suspend Fee as advised by us; and (c) you notify in writing or via email any Worker in possession of the Device that was receiving the Services or group of Workers that had access to the Device that the Services will not be active on the Device during the suspension period including, but not limited to, the ability to use the SOS button or SOS functionality (*Worker Suspension Notice*). The Worker Suspension Notice shall also include the dates of the suspension period, and if the period is unknown, then the notice shall indicate that such suspension shall continue until the Worker is notified otherwise. To resume usage and access to the Services, you shall provide Guardian Angel with your intention to resume the Services by sending an email to cs@guardianangel.co.nz at least ten (10) business days in advance of the billing period.
- 8. You must disclose to Workers that Guardian Angel collects and processes personal information, including but not limited to specific geographic location information and, to the extent required by law, you must obtain consent for such processing from the data subject. You must comply with all applicable U.S, NZ, Australia. and international laws and requirements regarding the collection and processing of personal information, including if required by applicable law obtaining the consent of any individuals regarding the collection and use of personal information. Refer to Guardian Angel [NZ privacy policy](#) or [AU privacy policy](#).
- 9. You must not use or allow others to use the Products, Services or GUARDIAN EVERYWHERE Satellite Services in any way that results, directly or indirectly, in the physical or mental injury or mistreatment or violation of the human rights of any person.
- 10. Your workers/end users are responsible for ensuring the device is worn correctly, charged when worn, and tested regularly.
- 11. If staff are not compliant in using or testing their solution, you are responsible for management of this.
- 12. You are responsible for ensuring the user details, escalation details and response instructions are up to date and any changes are communicated to Guardian Angel promptly and in writing to ensure correct response during an incident.

13. The log in to the Guardian Everywhere hub is password protected. Each person approved to have access to the hub, are responsible for the management and security of their password.
14. If you have new staff that have not been trained by Guardian Angel, you are responsible for training them or scheduling training with Guardian Angel for them to ensure they are confident in the use of the device and understand the nature of the solution and the outcome of activating an SOS prior to them using them.
15. You are responsible for ensuring staff refresher training is scheduled regularly to ensure the confidence in the use of the solution is maintained.