

Terms of Service

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We are excited to provide you with a product and service that can significantly increase your chances of escaping in an assault situation. Our products are unique in that they combine multiple functions into effective, easy-to-use, affordable products. We provide you with the future of personal safety – today! As happy as we are that you have put your trust in our products and services, we hope that you will never end up in a situation where you have to use them.

Below are our Terms of Service.

Plegium provides its Services subject to the terms and conditions in these Terms of Service (“*Terms*” or “*Agreement*”). When we refer to our “*Services*” in these Terms, we mean to include all features provided to you in connection with your use of our products and services. PLEASE REVIEW THESE TERMS CAREFULLY. ONCE ACCEPTED, THESE TERMS BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND PLEGIUM. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST NOT USE PLEGIUM’S SERVICES.

In this Agreement, “we,” “us,” “our” or “Plegium” will refer to Plegium Inc., 16192 Coastal Highway, Lewes, Delaware 19958, United States of America, And, the terms “you,” “your” and “Customer” will refer to you.

IMPORTANT NOTE: PLEGIUM DOESN’T PROVIDE WARRANTIES FOR ITS SERVICES, AND THESE TERMS LIMIT OUR LIABILITY TO YOU. For more details, read the entirety of these Terms of Service and especially sections 2, 8 & 9.

If you have any questions, please contact us at contact@plegium.com

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1. Changes to These Terms and Changes to the Service

We may revise these Terms from time to time. If we do, those revised Terms will supersede prior versions. Unless we say otherwise, revisions will be effective upon the effective date indicated at the top of these Terms.

The features and functions of our Services may change over time.

2. Technical Requirements

There are technical requirements for the use of our Service. The main requirements are:

- Your phone must have the Bluetooth functionality activated.
- The physical device from Plegium must be within the reach of your phone's Bluetooth radio.
- The Plegium app must be active (or active but in the background) on your phone.
- Your phone must have data coverage via cellular or Wi-fi (the Plegium app relies on data transfer for the text message and phone call features).
- You must into the Plegium app enter at least one phone number to receive the location reporting text messages and phone calls.

Despite above and other technical requirements being met, Plegium gives no warranty for the functionality of the Service. Please refer to sections 7 & 8 in these Terms.

The Service may not work in countries other than where the physical device is sold by an authorized reseller.

3. Your Account(s)

Until you apply for a subscription in the Plegium app, your access to our Services will be limited (no location reporting text messages and no emergency phone calls). You are solely responsible for all use (whether or not authorized) of our Services. We will not be liable for any loss or damage arising from unauthorized use of the Plegium app. You are only allowed to use our Service in the capacity of a private person, and not in the context of an organization whether it be a company, non-profit organization, governmental organization or any other type of organization.

We reserve the right to suspend your account and deny you the use of our Service in case it is used in a fraudulent or unusual manner (for instance excessive use of the location text messages and phone calls services), as determined by us.

4. Our Use and Storage of Customer Data

To be able to provide you with our Service, we may collect Customer Data. "*Customer Data*" consists of information made available to us through your use of our Services under these Terms, which includes information such as your name, contact information, billing records, call or messaging logs, your location, as well as the content of communications sent through or integrated with our Services. If you do not agree to us collecting this Customer Data to be able to provide the Service to you, you must not use our Services.

Except as agreed by Plegium and you in writing, Plegium may periodically delete your Customer Data. Further, data storage is not guaranteed by us and you agree that we will not have any liability whatsoever for any damage, liabilities, losses, or any other consequences that you may incur relating to the loss or deletion of Customer Data.

You further acknowledge and agree that we may access or disclose Customer Data, including the content of communications, if: (i) we believe that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or government request, (ii) to enforce our agreements and policies, (iii) to protect the security or integrity of our services and products, (iv) to protect ourselves, our other customers, or the public from harm or illegal activities, or (v) to respond to an emergency which we believe in good faith requires us to disclose data to assist in preventing a death or serious bodily injury.

You have the right to have your Customer Data erased after you have stopped using our Service. If you would like to have your Customer Data erased, please contact us.

Plegium handles personal data in accordance with the General Data Protection Directive (GDPR).

5. Privacy Policy

5.1 Introduction

Plegium AB respects your privacy and is committed to protecting it in accordance with our privacy policy. Plegium provides certain products and services, including:

- The Plegium Smart Pepper Spray device
- The Plegium app made available at the Apple® App Store and Google® Play.
- Our website is located at www.plegium.com. Our privacy policy included in our terms of use is available at www.plegium.com/terms

The information we may collect, or you may provide when you purchase, download, install, register with, access or use the Plegium app will only be used by Plegium AB and Plegium Inc. We use our customers information to provide our services.

This Privacy Policy applies only to information we collect through the Plegium app, e-mail, and other electronic communications sent through or in connection with the Plegium app and by using e-mail.

Please read this Privacy Policy carefully to understand our policies and practices regarding your information and how we will treat it.

By downloading the Plegium app, registering it, activating a subscription, or by using the Plegium Smart Pepper Spray or any other Plegium product or by consenting to be an emergency contact, you consent to the collection, use and disclosure of your information by Company in accordance with this Privacy Policy. This Privacy Policy will change over time. Your continued use of any Plegium product or app after we make changes to this Privacy Policy is deemed to be acceptance of those changes, so please check this webpage periodically for posted updates. If we change our Privacy Policy, we will notify you by email or within the Mobile App, or on our Sites.

If you do not agree with our policies and practices, do not download the Plegium app, register with the Plegium app or use the Plegium Smart Pepper Spray.

5.2 Location Information

We may collect real-time information about the location of your mobile device using its GPS, Wi-Fi, and other technologies. We will treat this information as personally identifiable information. If you activate the Plegium Smart Pepper Spray or its test button, we will attempt to determine your location as precisely as possible. We may utilize this information if you activate the Plegium Smart Pepper Spray or its test button to communicate your location to your preprogrammed emergency contacts. We may track your location and store such location with any messages and other data collected from the users smartphone or any other data source.

5.3 Information Provided by the User of the Plegium App

When you download the Plegium app we may ask you to provide personally identifiable information, such as name, email address and user name, information about mobile phone number to your emergency contacts intended to be designated recipients of text messages and phone calls.

If you are an emergency contact or designated recipient, we may collect your mobile phone number as provided by a user of the Plegium app.

5.4 Information That We Collect When the User Uses the Plegium App

When you download, access and use the Plegium app we may automatically collect usage details such as precise GPS data, other data from the user's smart phone, logs showing how the user use the Plegium app. This may include information about the user's mobile device and Internet connection, including the device's unique device identifier, IP address, operating system, browser type, mobile network information and the device's telephone number. We may also store a photograph used as profile picture in the Plegium app and phone numbers added by the user as emergency contacts.

We use the collected data, including any personal information to provide the services provided by the Plegium app and any other connected service. The information collected is primarily designed to help the user in the event of an emergency or incident.

The Plegium app is not a replacement for 112 or 911 or similar emergency response system.

Plegium may also use the collected information to notice the user about the Plegium Smart Pepper Sprays expiry date, about your accounts expiration and renewal. We may also use this information to notify the user about updates to our services, products or other services provided by Plegium. The collected information may also be used to improve the Plegium services and to make it possible to provide a personalized experience. The collected information may also be used to create anonymized data sets.

5.5 How Plegium may Disclose Your Information

Plegium will disclose identifying and non-identifying information about our users if they activate the emergency features in the Plegium app or on the Plegium Smart Pepper Spray. This information will be sent to the emergency phone numbers added by the user in the Plegium app. This information may also be provided to emergency responders, police, and other public safety or law enforcement personnel. Plegium may also disclose personal information when we believe in good faith that release is reasonably necessary to comply with laws including to comply with subpoenas, court orders, law enforcement investigations or other requests by authorities

We may disclose your personal information to contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential. If so, the service providers may only use the information for the purposes for which we disclose it to them, including web hosting, data services, analytics, and credit card processors or other payment providers.

If the ownership of all or a substantial part of our business changes we may transfer your information to new owners. In such a case, your information would remain subject to the terms of this Privacy Policy, unless you otherwise consent to the terms of a new or different applicable policy.

Plegium may use personal information to provide our users with offers about new products or services that Plegium may offer. Plegium do not allow third party advertising networks to use information about our customers.

5.6 Data Security

The user is responsible for keeping the password confidential. You may not share your password with anyone.

Unfortunately, the transmission of information via the internet and mobile platforms is not completely secure and therefore Plegium cannot guarantee the security of your personal information transmitted through the Plegium services. Any transmission of personal information is at the users own risk.

You may send us an e-mail at contact@plegium.com to request that we delete any personal information provided by the user. We cannot delete your personal information except by also deleting your user account.

6. Restrictions

- a. You agree not to transfer, resell, lease, license or otherwise make available our Services to third parties or offer them on a standalone basis.
- b. You will ensure that our Services are used in accordance with all applicable Law and third party rights, as well as these Terms, as amended from time to time.
- c. You will ensure that we are entitled to use your Customer Data, as needed to provide our Services and you will not use our Services in any manner that violates any applicable law.

- d. Except as allowed by applicable law, you will not reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive, or permit or assist anyone else to create or derive the source code of any software or firmware provided in connection with our Services.

7. Fees, Payment Terms, Taxes

7.1 Fees. You agree to pay the usage fees set forth by us, in order to use the Service.

7.2 Payment terms. We will charge the fees for the Service in advance, via a payment method that you have with your App Store or Google Play account.

7.3 Taxes. You are responsible for and shall pay all applicable taxes that may be imposed on you in relation to your use of our Service.

7.4 Fee Disputes. You must notify us in writing if you dispute any portion of any fees paid or payable by you under this Agreement. You must provide that written notice to us within sixty (60) days of the applicable charge and we will work together with you to resolve the applicable dispute promptly. If you do not provide us with this written notice of your fee dispute within this 60 day period, you will not be entitled to dispute any fees paid or payable by you.

7.5 Suspension. If you fail to pay any amounts due, we may suspend our Services associated with your account without prior notice to you. We will have no liability for any damage, liabilities, losses or any other consequences that you may incur with connection with any suspension of our Services pursuant to this section.

8. Warranties and Disclaimers

NO WARRANTY. PLEGIUM HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE. PLEGIUM'S SERVICES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW.

9. Exclusion of Damages; Limitations of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL PLEGIUM BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, EVEN IF WE HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL PLEGIUM BE LIABLE TO YOU FOR ANY DIRECT DAMAGES, COSTS OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY YOU DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM.

THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

10. Termination and Survival of These Terms

10.1 Terms Period. The period of these Terms will commence on the date these Terms are accepted by you or when you start using our Services, and continue for as long as you use our Services.

10.2 Termination and Suspension of Services. You may terminate your account for any reason, in accordance with the App Store or Google Play subscription terms. Either party may also terminate or suspend your account in the event the other party commits any material breach of these Terms and fails to fix that breach within 5 days after written notice of that breach. Plegium may terminate your account in case it is used in an unusual manner (for example, and not limited to, excessive use of the location reporting services). If we terminate these Terms due to your material breach, we may terminate or suspend your account(s) as well.

10.3 Survival. Upon termination or expiration of these Terms, your payment obligations survive until all Service fees have been paid in full to Plegium.

11. General

11.1 Compliance with Laws. Both you and Plegium will comply with the applicable law relating to each of our respective activities under these Terms, including privacy and data protection laws.

11.2 No Waiver. Plegium's failure to enforce at any time any provision of these Terms does not waive our right to do so later. And, if we do expressly waive any provision of these Terms, that does not mean it is waived for all time in the future. Any waiver must be in writing and signed by and us to be legally binding.

11.3 Assignment. You will not assign or otherwise transfer these Terms, in whole or in part, without our prior written consent. Any attempt by you to assign, delegate, or transfer these Terms will be null and void.

11.4 Unenforceability. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary to make it enforceable and, in any event, the rest of these Terms will continue in full force and effect.

11.5 Entire Agreement. Except as provided in these Terms and any attachments to these Terms, these Terms supersede all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written. No oral or written information or advice given by Plegium, its agents or employees will create a warranty or in any way increase the scope of the warranties in these Terms.

11.6 Force Majeure. No failure, delay or default in performance of any obligation of a party shall constitute an event of default or breach of these Terms to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood, terrorist act; war; riot; theft; earthquake and other natural disaster. The party affected by such cause shall take all reasonable actions to minimize the consequences of any such cause.

11.7 Governing Law and Venue. Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (henceforth the "Institute"). The rules for Expedited Arbitrations of the Arbitration institute of the Stockholm Chamber of Commerce shall apply, unless the Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The arbitration proceedings shall be held in Stockholm, Sweden and conducted in the English language. The law of Sweden shall govern the matter regulated by this Agreement.