

PowerHUB („PowerHUB“) Terms and Conditions

1. CitySafety („the Application“) is an application which allows you to- (a) monitor your contacts by automatically sended notifications; (b) automatically trigger notification to predetermined emergency contacts if you do not confirm your safety within a predetermined duration of a created event; and (c) trigger an ad-hoc alert (SMS, e-mails or in- Application notification, email) to your emergency contacts by shaking the phone, rotating the phone and / or pressing external button connected to your smartphone. („the Service“)

2. The Application and the Service is ONLY a communication and information service. PowerHUB does not, expressly or impliedly, represent in any manner that use of the Application or the Service would deter the occurrence of an unlawful act or make any representation as to a response from your predetermined contacts.

3. PowerHUB or its subsidiaries or affiliates may expand the scope of the Service from time to time. By using these new Service as they become available, you agree to be bound by these terms and conditions („Terms and Conditions“).

4. For the avoidance of doubt and notwithstanding anything contained in the Terms and Conditions, you agree and acknowledge that PowerHUB reserves the sole right and discretion to limit, cancel or suspend any or all of the Service herein in whole or in part at any time without giving any reason or explanation of the same and without incurring any liability whatsoever to you for doing so.

5. These Terms and Conditions shall be in force from the date you download and commence use of the Application and may be amended from time to time, in addition to which the PowerHUB terms and conditions as mentioned above shall continue to bind you.

6. Your use and continued use of the Application and the Service by you will constitute your acceptance of all Terms and Conditions as well as to any inherent risks in the Application and Service. Your continued use of the Application and the Service following the posting of any updates or changes to these terms and conditions constitutes acceptance of those changes.

Use of the Application and the Service.

7. To use the Service, you are required to download the Application.

8. You shall provide PowerHUB with accurate, truthful, and complete information (including, but not limited to your name, phone number and e-mail address) and to keep your information accurate and up-to-date.

9. In using the Application and the Service you warrant, agree and undertake:

- that the information provided by you is true and accurate;
- that you shall not fraudulently use the Application or the Services;
- that you shall not use the Service in breach of these Terms and Conditions;
- to comply with all applicable laws, ordinances, codes, rules, regulations, notices, instructions and/or directives of the relevant authorities or any notices, instructions, directives or guidelines given by PowerHUB in connection with Application and the Services;
- not to use the Application and the Service for any illegal or fraudulent activities;
- not to use the Application and the Service for purposes you know are false, misleading, untruthful or inaccurate;

- not to use the Application and the Service to monitor and track any persons without their authorisation or to share such persons location without their consent; and
- not to use the Application and the Service for purposes which would infringe any intellectual property right subsisting within the Application or the Service.

10. PowerHUB reserves the right to refuse use of or terminate your use of the Services in its sole discretion, including if you do not comply with the above undertakings, without any liability or cost to PowerHUB.

11. You are solely responsible and liable for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your account. You shall never use another user's account without such other user's prior express permission. You will immediately notify PowerHUB in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

12. Use of your application for the Service shall be at PowerHUB absolute discretion. Where PowerHUB has rejected your use of the Application, PowerHUB is not obliged to provide any reason for such rejection or to respond to any request for information.

Charges

13. You will be charged for the use of the Service at the applicable rates stated and published from time to time. PowerHUB reserves the right to amend these rates (without prior notice) at any time for any of the Services. Any amendments in relation to fees will be effective from the date it is published on the PowerHUB website or such other dates as may be stipulated. Equipment.

14. You will remain solely responsible to ensure that the mobile phone equipment used by you is compatible and is able to accommodate the Application or the Service. You will continue to be liable for the charges for the Service even if you are unable to use the Application or the Service.

Disclaimer

15. The Service is provided on an „AS IS“ basis without any representation or warranties of any kind whether express or implied. The Application and the Service is used by you at your own risk. PowerHUB, its related and affiliated corporations disclaim and exclude all warranties relating to the content, information, services relating to or in connection with the Services including but not limited to, all warranties of merchantability, fitness for a particular purpose, title, non-infringement, compatibility, security and accuracy. PowerHUB does not warrant that the Service will be uninterrupted, timely or error-free.

16. In no event shall PowerHUB, its related and affiliated corporations be liable to you or anyone else for any loss or injury including loss of use, data, revenue or profits, or any indirect, special, exemplary, consequential damages in an action for breach of contract, arising out of or in connection with your Access, use of, or your inability to Access or use the Service.

17. PowerHUB shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond PowerHUB control, including, without limitation, mechanical, electronic or communications failure or degradation.

18. You acknowledge and understand that:

- the Application and the Service is only a communication and information service between you and your predetermined contacts;
- PowerHUB makes no representation or guarantee as to your contact's response or response time upon activation of the Application and the Service;
- that the Application and the Service will not function where there is no accessibility or availability to mobile telecommunication services;
- that the location information given by the Application and the Service is only approximate and accurate to roughly a few hundred meters to a few kilometres;
- that the functioning of the Application and the Service depends on the proper function of your mobile phone equipment including the ability of your mobile phone equipment to Access mobile telecommunication services;
- PowerHUB makes no representation that the use of the Application or the Service can or will effectively prevent any lawful or unlawful acts from occurring which may or may not affect you;
- any and all civil consequences, whether direct or indirect, arising out of any lawful or unlawful actions or omissions of third parties against you shall lie wholly and completely against said third parties and not against PowerHUB and its related companies or affiliates and therefore PowerHUB shall not be liable in any way for any loss or injury arising out of or in connection with the above.

Limitation of Liability

19. It is agreed that the parties do not owe each other a duty of care in light of the contractual relationship set out herein. All parties' obligations and liabilities are limited to the performance of the strict contractual terms expressly set out herein.

Indemnity

20. You agree to defend, indemnify and hold PowerHUB, its related and affiliated corporations harmless from any claim or demand, loss and/or damage relating to or arising from: (a) your and/or third party (whether or not authorised by you) usage of the Application or the Service; (b) any violation by you of these Terms and conditions; or (c) your violation of any rights of another through your usage of the Application or the Service.

Termination

21. PowerHUB reserves the right to cancel, withdraw, terminate or suspend the Service for any reason whatsoever at its sole discretion without notice to you. You agree that PowerHUB shall not be liable to you or to any other party for such cancellation, withdrawal, termination or suspension.

22. Termination of the Application or Service shall not relieve you of any obligation to pay any accrued charges and/or fees associated with the Application or Service up to and including the date of termination.

Approval

I confirm that the information I have provided is accurate and correct. I have read, agreed and hereby consent to the collection and processing of my personal information/personal data in accordance with the PowerHUB Privacy Statement and agree to the Terms and Conditions of the Service. I further agree that the PowerHUB Privacy Statement shall form an integral part of the Terms and Conditions of service.

Terms and conditions are inseparably linked to Privacy Policy of PowerHUB.

Date: 3.5.2019