

panicPROTECTOR App

We welcome you to the panicPROTECTOR App which has been designed to provide you with customized features that may assist you during a panic attack. By downloading, accessing, or utilizing the panicPROTECTOR App (the "App") or any of its associated mobile applications for Android (collectively known as the "Services"), you agree to be legally tied to these Terms of Service (the "Terms") and the Privacy Policy.

panicPROTECTOR respects your privacy and anonymity when using the application, as detailed in the PRIVACY POLICY.

IMPORTANT NOTE: NO MEDICAL ADVICE

The Services are intended to improve your well-being and to help you enjoy your daily life again. However, the Services are not a medical product or device and do not replace diagnosis and therapy of anxiety disorders through a professional healthcare provider. If you have a pre-existing medical condition, we recommend you consult with your trusted medical advisor prior to using our Services. The Services use is at your own risk and you should always use good judgement and common sense.

We are not liable or responsible for any actions taken as a result of accessing, reading, or interpreting any advice or other materials included in our Services. In particular, to the fullest extent permitted by law, we give no representation or warranties about the accuracy, completeness, or suitability for any purpose of the advice or other materials and information published on or through the Services.

If you receive advice from a doctor or other qualified medical professional which conflicts with anything contained in the Services, then the former should take precedence. Never disregard professional medical advice or delay in seeking it because of something you have read through our Services.

IF AT ANY TIME DURING THE USE OF OUR SERVICES YOU EXPERIENCE A MEDICAL EMERGENCY OR ANY DISCOMFORT, IMMEDIATELY DISCONTINUE THE USE OF OUR SERVICES AND CALL YOUR LOCAL MEDICAL EMERGENCY NUMBER.

I. TERMS OF SERVICE

In order to use the Services, you must first agree to these Terms. If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and promising that you have the authority to bind that organization to these Terms. In that case, "you" and "your" will also refer to that organization, wherever possible.

BY USING, DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING THE SERVICES OR ANY MATERIALS INCLUDED IN OR WITH THE SERVICES, YOU HEREBY AGREE TO BE BOUNDED BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, THEN YOU MAY NOT USE, DOWNLOAD, INSTALL, OR OTHERWISE ACCESS THE SERVICES.

1. FEATURES AND PERFORMANCE

The App is designed with customized features that may assist you during a panic attack. In particular, the App will measure your heart rate and guide your breathing rhythm when you are experiencing anxiety.

The App uses the camera and its flash to determine your heart rate. Depending on the results, you will be asked to do breathing exercises. The intensity of your exhalation signal is measured through the microphone of your device. The App adapts the breathing exercise considering your breathing pattern. Once the breathing exercises are completed you can check your heart rate again and repeat the exercises. The App does not store, process, communicate, transfer, or sell the data related to the user's exercises. You can check the Privacy Policy for further information.

2. PURCHASE PROCESS AND PRICE

The App is available at Google Play, and its purchase is regulated by the [Google Play Terms of Service](#) and the policies that Google determines at any time, which are not under control of panicPROTECTOR. Google Play Service may collect information used to identify you, that they share with us, for the purposes of processing your transactions or provisioning content to you. In this regard, please read carefully the [Google Payments Privacy Notice](#) and our Privacy Policy before you consent to these Terms.

The App is offered as a paid subscription. Our subscription is a fee-based program, which gives access to all content. You may have access to a free trial period of the subscription program in accordance with certain promotional offers. Our "Monthly" subscription is paid in monthly

installments. The monthly renewal subscription fees will continue to be billed to the Payment Method you provided, automatically until cancelled. You must cancel your subscription before it renews each month in order to avoid billing of the next month's subscription fee. You may cancel automatic renewals of your subscription at any time in account settings under Subscriptions in the Google Play app, or according to the current process outlined by Google Play. Refunds cannot be claimed for any partial-month subscription period. The price for the subscription will be listed within Google Play and may vary according to the current exchange rates. Once the purchasing process of the App is completed and the Licence is granted no price refund will be possible, unless otherwise stated in the refund policy contained in the [Google Play Terms of Service](#).

panicPROTECTOR reserves the right to change its pricing terms for Subscriptions at any time. New users can immediately see the subscription's new price and subscribe to it on Google Play. Existing subscribers receiving a price increase will be notified of the price change by email and through a notification on Google Play 7 days after the price change occurs. Subscribers will then have 30 days to agree to the price change, otherwise their subscription will be canceled on their next renewal date.

3. END USER LICENCE AGREEMENT

We allow you a restricted, non-exclusive, revocable, non-transferable, non-sublicensable license to access and use the Services solely for your personal, non-commercial use, with your consent of our Terms (the "License"). To activate your License, you only have to download and install the App.

The Licence includes the updates of the App version downloaded by the user. However, if panicPROTECTOR develops new additional functionalities or relevant upgrades, panicPROTECTOR reserves the right to exclude them from this License. In such event, an additional license will be needed.

The App performance will be rescinded at any given point without notice if any of the Terms are breached by you. By using panicPROTECTOR, you understand and comply with the following:

- You are at least 18 years old, or the minimum age of consent in your jurisdiction. If you are below the age of consent, then you are not authorized to use the Services in any form, unless your parent or guardian has

consented in accordance with applicable law. Although the App may include contents visually attracting for children, the App is not addressed to them. Any person under 13 is not permitted to download, install, access or use the App. If you have any reason to believe that a child under the minimum age of consent in your jurisdiction has downloaded, installed, accessed, or used the Services, please contact us and we will make our best efforts to prevent any unauthorized use.

- You confirm that any information you have shared or provided to us is accurate, current, complete, and truthful.
- You will not attempt to damage or disrupt the security measures, connectivity, data, or accessibility of the Services in any way.
- You agree not to use the Services in any way that is unlawful, illegal, or unauthorized; defamatory of any other persons; obscene or offensive; infringes any copyright, databases right, or trademark of any other person or promotes or assists any unlawful act such as (by example only) copyright infringement or computer misuse.
- You are aware that by choosing to buy specific services or enhancements as an "In App Purchase," the transaction is handled by Google Play service and you consent to the terms of [Google Play Privacy Policies](#).

4. PROPRIETARY RIGHTS

All rights, titles, and interest in and to its name (trademark) and the Services, in addition to the content posted on or gathered through the Services, is the sole ownership of panicPROTECTOR. This includes, without limitation, any and all photos, images, graphics, video, audio, data, text, music, software, works of authorship and materials of any kind, and all related intellectual property rights now and hereafter existing. You agree that any removal, alteration or any misrepresentation of any copyright, trademark, service mark, or other proprietary rights notices incorporated in or associated with the panicPROTECTOR Services is forbidden.

Our name, logos and any other panicPROTECTOR trademarks used by panicPROTECTOR Services, in addition to any elements used in our overall brand image including but not limited to graphics, icons, page headers, and scripts, may not be reproduced, copied or used, partially or wholly, without panicPROTECTOR direct prior written permission. Notwithstanding the foregoing, other trademarks, product,

and service names and company names or logos referenced in the panicPROTECTOR Services are the property of their respective owners and may not be reproduced, imitated or used, partially or wholly, without authorized permission of their respective owners. This confirms that no license, assignment, transfer or sale of any intellectual property has been made between panicPROTECTOR and you.

5. AVAILABILITY OF THE APP, SECURITY AND ACCURACY

To download and use the App, you are required to have a compatible mobile phone or tablet and internet access. The App is available for download and installation on commercially available mobile devices running a certain version of the applicable operating system or later. You can find this information before downloading the App.

WE DO NOT WARRANT THAT THE APP WILL BE COMPATIBLE WITH ALL HARDWARE AND SOFTWARE WHICH YOU MAY USE. WE DO NOT WARRANT THAT YOUR ACCESS TO THE APP WILL BE INTERRUPTED, TIMELY OR ERROR-FREE. YOU ACKNOWLEDGE THE APP IS PROVIDED VIA INTERNET AND MOBILE NETWORKS AND SO THE QUALITY AND AVAILABILITY OF THE APP MAY BE AFFECTED BY FACTORS OUTSIDE OUR REASONABLE CONTROL (VIRUSES OR OTHER HARMFUL COMPONENTS).

The version of the App may be upgraded from time to time to add support for the functions and services. We may change or update the App and, if the need arises, we may suspend access to the App, or close it definitely. You can discontinue using our services at any time by choosing the correspondent option in your settings panel. If you decide to discontinue use of the App for any reason you should uninstall the App.

6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON "AS-IS," "WHERE-IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OR CONDITIONS OF ACCURACY, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE (AND OUR SUPPLIERS AND LICENSORS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE TO YOU ON A TIMELY, UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, COMPLETE, TRUTHFUL, RELIABLE, OR FREE FROM VIRUSES, WORMS, OR OTHER HARMFUL CODE.

IN NO EVENT WILL WE OR OUR AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND

ARISING OUT OF, OR IN ANY WAY RELATED TO, YOUR USE OF THE SERVICES, YOUR RELIANCE ON INFORMATION FOUND ON THE SERVICES, OR YOUR INTERACTION WITH ANY USER ON THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, FRAUD, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY TO YOU EXCEED FIVE HUNDRED EUROS (€500 EUR).

7. TERMS SPECIFIC TO ANDROID (GOOGLE) DEVICES

By accessing the Services on any Android (Google) device, the following additional terms will apply:

- This agreement does not involve Google and exists only between you and panicPROTECTOR. Therefore, Google is not responsible for the Services nor is Google responsible in any way to provide maintenance or assistance for the Services you receive.
- If the Services fail to conform to any applicable warranty, Google's only warranty obligation will be to refund you the purchase price (if any) of the Services.
- You have been made aware and agree that we, and not Google, are responsible for dealing with any claims that you or any third party may have in relation to the Services.
- You understand and agree to the fact that, in the event of any third-party claim that the Services or your possession and use of the Services infringe that third party's intellectual property rights, we, panicPROTECTOR, and not Google, will be solely responsible for any investigation, defense, settlement and discharge of any such infringement claim.
- You acknowledge and confirm that you are not located in a country subject to a U.S. Government embargo, or in a country designated by the U.S. Government as a "terrorist supporting" country, and that you are not on any U.S. Government list of prohibited or restricted parties.
- You confirm that your use of the Services will be compliant with any applicable third-party terms of agreement which may affect or be affected by such use.
- You consent that Google and Google's subsidiaries are third party beneficiaries of these Terms, and that with your acceptance of these Terms, Google will have the right (and will be deemed to have accepted the right) to take action and enforce these Terms against you as the third-party beneficiary hereof.

8. INDEMNITY

You will reimburse and hold harmless panicPROTECTOR and its employees, officers, directors, affiliates, agents, licensors, and contractors from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third party, governmental authority, or industry body, and all liabilities, damages, losses, costs, and expenses, including without limitation reasonable attorneys' fees, arising from or pertaining to in any way (i) your user content, (ii) your breach or alleged breach of any warranties made by you hereunder or your violation of any other provision of these Terms, and/or (iii) your violation of any law or the rights of a third-party. We maintain the right to assume control of the defence of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

9. THIRD-PARTY SERVICES

panicPROTECTOR may feature or allow linking or other access to or use of third-party content, promotions, websites, apps, services and resources (collectively "Third-Party Services") that are not under panicPROTECTOR's control. This could include the ability for you to link panicPROTECTOR Services with Third-Party Services. These links are present as a convenience to you and we are not held responsible for the featured products, services, or any other content provided by Third-Party Services. Therefore, you concur that any Third-Party Services that you opt to use in connection with the panicPROTECTOR Services, such as third-party applications accessed on panicPROTECTOR devices, are not associates of the panicPROTECTOR Services and are not managed by panicPROTECTOR. By using such services, you take full responsibility and assume all risks that arise from your interaction with or use of any Third-Party Services. You are also aware and accept that these Terms and the panicPROTECTOR Privacy Policy do not apply to any Third-Party Services. Furthermore, you are responsible for fully reading and comprehending the terms and conditions and privacy policies that apply to the usage of any Third-Party Services.

10. ALERTS AND NOTIFICATIONS

With your usage of the Services, if agreed to the receipt of different forms of communication, you may receive from us: pop-ups, alerts and notifications. However, at any moment you may opt-out of receiving notifications by accessing your

account settings. Since certain communications are necessary, such as service announcements and administrative messages, you agree to these communications to the extent we consider reasonable and necessary for us to provide our Services. You are liable for any fees pertaining to messaging or data transfer that may be charged by your wireless carrier. All notifications, disclosures, agreements, or other communications that we send to you electronically are considered legally binding and will satisfy any legal communication requirement, including that the communication be in writing.

11. GOVERNING LAW AND CLAIMS

These Terms are governed by and construed in accordance with the laws of Germany. If any controversy, allegation or claim (including any non-contractual claim) arises out of or in connection with the Services, you agree to finally settle them before the Freiburg courts (Germany) and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

The effective date of these Terms is December 21, 2020. If you have any question or concern, please contact app@panicprotector.com

We maintain the right to make changes, modify, update or replace the Terms of Service at any time. We will duly inform you if any change is made. The ongoing use of the Services following the announcement of any alterations or updates to the above policies will constitute acknowledgment and acceptance of the revised policies specified as of the effective date. In the event that the modifications affect the App operation and/or its functionalities or affect the processing of user data in a substantial manner, explicit acceptance will be requested in order to continue using the Services. The effective date of this Policy Privacy is January 1st, 2021. If you have any question or concern, please contact app@panicprotector.com

I hereby declare that:

I have read and agree to the Terms of Service.

Thank you for downloading panicPROTECTOR. Please validate the process by clicking on the Accept button.

[ACCEPT]