

Carbyne Connect End User Terms

These Carbyne Connect End User Terms (“**Agreement**”) govern your access to, and use of the Service offered by us. By registering to use the Service or by accessing or using the Service, you indicate you have read, understand, and agree to the terms and conditions of this Agreement and our Privacy Policy (which can be found at <https://carbyne.com/app-privacy-policy/>) (“**Privacy Policy**”).

“**Carbyne**”, “**us**”, “**we**” or “**our**” refers to Carbyne911 México, S. de R.L. de C.V., on behalf of itself, and “**End User**”, “**you**” and “**your**” refers to you as the user of the Service. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE SERVICE.

- 1. Use of the Service.** We offer a service which is designed to provide a notification to your designated emergency contacts and to enable automatic sharing of your information, including health information (which you specify) with a participating safety and emergency response service (such as public or private emergency call centers, emergency management providers and health services) (“**Emergency Service Provider**”) when you make an emergency call to the Emergency Service Provider (“**Service**”). Any possible video recording is based on the Public Safety Answering Point’s (“**PSAP**”) policy and data retention settings, it is not specific to Carbyne Connect. Carbyne Connect will Process (as said term is defined in Section 6 herein) any possible video recording together with data and information as a processor and not as a controller of such information under the Data Protection Law. You shall refer to the PSAP’s privacy policy and data retention settings for information specific to video recordings in connection with the Service. You are permitted to use the Service if you have been invited to register and create an account by an organization which has a current subscription to the Service (“**Organization**”) or which offers the Service to end users for a fee. Your registration to the Service is voluntary. Once you have registered, you will be sent a link which will take you to a portal, where you will be asked to complete your contact information and any other information you would like to submit in connection with your use of the Service, such as your designated emergency contacts or your health information. You are responsible for the confidentiality of your account and will not transfer your account (or access to your account) to any other individual. You agree that by registering, you will periodically receive text messages related to the Service, which may be subject to message and data fees by your provider. Subject to your compliance with the terms of this Agreement, we grant you the right to access and use the Service only for your personal purposes.
- 2. Intellectual Property Rights.** Carbyne, or its affiliates or its licensors, retains all rights, title, and interest, including intellectual property rights, in and to the Service, our product documentation (“**Documentation**”), and any related services, including Service specifications, materials, and user manuals. You shall not: (i) attempt to hack, reverse engineer, decompile, or disassemble the Service or any part of the Service for any purpose; (ii) represent that you possess any proprietary interest in the Service; (iii) directly or indirectly take any action to contest our intellectual property rights or infringe them in any way; (iv) copy any features, functions or graphics of the Service or use it to build a competitive product or service.
- 3. Acceptable Use.** You shall not use the Service: (i) for any illegal or fraudulent activity; (ii) to violate the rights of others; (iii) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send or facilitate the sending of unsolicited mass email or other messages, promotions, advertising or solicitations (or “spam”); or (vii) for any use other than its intended use as described in section 1 above. You acknowledge the Service does not provide “surveillance” “security” “protection” and/or any other similar services, and the Service is not a regulated private security service. The Service is only a “notification software-based service” and not a security service. The Service is not aimed to “protect” or to carry out surveillance of you or any other person, no systems or specialized technical procedures are being installed or commercialized for the implementation and use of the Service.
- 4. Eligibility.** You may use the Service only if you are not based in a territory that is subject to an embargo and only if you are not listed on any list of prohibited or restricted persons issued by any government. You represent and warrant you are 18 years or older and any information submitted to the Service does not include personal

information of minors under the age of 18. The Service is not designed for use by minors. We do not knowingly collect personal information from minors, and if we learn of any inadvertently obtained information in violation of applicable laws, we will promptly delete such information.

5. **Third-Party Content.** As part of your use of the Service, including support services, you may receive access to applications, materials, services, data, and information, such as location, which are provided by a third party and is made available to you or your designated emergency contacts through your use of the Service ("**Third Party Content**"). You are responsible for your compliance with any terms which apply to Third Party Content. You acknowledge we make any Third-Party Content available "AS IS" without support (unless otherwise specified), representations, or warranties of any kind. We may suspend or terminate the provision or availability of any Third-Party Content at any time without any liability, and such suspension or termination will not be deemed a breach of this Agreement.
6. **Your Data.** In connection with access and use of the Service, you may submit or provide personal data (including your own personal information and those of your designated emergency contacts) and other information such as health information through the portal to the Service or through the Service itself (collectively, "**Your Data**"). By registering to use the Service, you consent to notify your emergency contact(s) when you make an emergency call and to share Your Data with Emergency Service Providers in accordance with your preferences as specified by you in your account. You are responsible for obtaining all legally required express and written consents and rights that are necessary to collect, use, disclose, modify or store any personal data by any means, and which use includes accessing, handling, benefiting from, transferring, or disposing of personal data ("**Process**" or "**Processing**") including any of Your Data and to share Your Data as necessary for us to provide the Service and any related services to you. You will ensure that neither Your Data, nor the Processing of Your Data through the Service, nor our use of Your Data to provide the Service or any related services, will infringe, misappropriate, or violate a third party's rights of privacy or data protection, or result in the violation of any applicable law or regulation in this regard. You are responsible for your compliance with any applicable data privacy and data retention laws ("**Data Protection Law**"). You acknowledge that you or the Organization are to be considered the controller of Your Data under the Data Protection Law. For more information about the data we obtain and how we use it, please see our Privacy Policy.
7. **Processing Your Data.** In order for us to legally Process Your Data in the manner necessary to provide the Service, you must grant us and the Organization certain rights with respect to Your Data so that technical actions taken in operating the Service are not considered legal violations. For example, we need to be able to collect, process, transmit, store, copy and publish Your Data in order to display it to the Emergency Service Provider and to store, process, and distribute Your Data in order to provide the Service to you. Accordingly, we are appointed by the Organization as the processor in accordance with the Data Protection Law to Process Your Data only for the purpose of providing the Service to you, as provided under the Privacy Policy, and for no other purpose.
8. **Our Safeguards to Protect Your Data.** We have implemented and will maintain administrative, physical, and technical safeguards designed to prevent unauthorized access, use, modification, deletion, and disclosure of Your Data by our personnel. We will endeavor to only share Your Data strictly when necessary in order to provide the Service and in accordance with the applicable privacy notice (which may be in physical, electronic, or any other format) created by the Organization and made available to you prior to processing your personal data in compliance with the provisions of the Data Protection Law, and our Privacy Policy, and only with our third-party sub-processors that contractually agree to our same data practices for maintaining the confidentiality and security of Your Data and preventing unauthorized access.
9. **Our Use of Anonymized and Aggregated Data.** We may create anonymized and aggregated statistical data from your use of the Service, which does not include your personal data. We may use such anonymized and aggregated data for our own purposes, such as to develop and improve the Service, to develop new services or products, and to identify usage trends. For purposes of this section, "Personal Data" shall mean "any information related to an identified or identifiable individual" in terms of the Data Protection Law.

10. **Location Services.** As part of your use of the Service, and in accordance with section 5 above, Carbyne may have access to your location exclusively for and when providing the Service. Carbyne does not implement, install, or commercialize any type of tracking location service such as global positioning systems (GPS).
11. **Term.** This Agreement is effective upon your registration. We may terminate your use of the Service at any time if you breach, or we reasonably believe you are in breach of, any terms of this Agreement, you are violating applicable law or you are misusing the Service in any way. The Organization may also terminate your use of the Service at any time at its discretion. You may terminate your use of the Service at any time by notifying your Organization and/or ceasing use of the Service. You may request to delete Your Data by sending an email to your contact at the Organization. Upon termination either by you or by us: (i) all rights granted to you under this Agreement will terminate; (ii) you must cease all use of the Service; and (iii) our rights with respect to Your Data shall survive only as set forth in the Privacy Policy.
12. **No Liability.** We shall have no liability for any and all claims, penalties, demands, losses, costs, expenses, obligations, liabilities, and damages of whatever nature and kind, arising from or in connection with: (i) your acts or omissions, negligence, willful misrepresentation or fraud; (ii) any breach of your representations, warranties, and undertakings; (iii) any representations or warranties or agreements entered into between you and the Organization; or (iv) any third party claim, investigation or proceeding arising out of or related to your use of the Service or any software, product or service offered by us in connection with the Service.
13. **YOU ACKNOWLEDGE THAT THE SERVICE MAY NOT BE AVAILABLE IN ALL GEOGRAPHIES AT ALL TIMES AND THAT NOT ALL EMERGENCY SERVICE PROVIDERS HAVE ACCESS TO OR UTILIZE THE SERVICE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICE IS FULLY AVAILABLE OR USED AT ALL EMERGENCY SERVICE PROVIDERS. WE DO NOT GUARANTEE DELIVERY OF ANY MESSAGES OR END USER DATA, INCLUDING ANY NOTIFICATIONS TO YOUR EMERGENCY CONTACTS OR ANY INFORMATION TO AN EMERGENCY SERVICE PROVIDER. FURTHERMORE, WE DO NOT GUARANTEE ALL EMERGENCY SERVICE PROVIDERS WILL USE YOUR DATA THROUGH THE SERVICE. YOU ACKNOWLEDGE THAT PROVISION OF THE SERVICE IS ONLY FOR YOUR BENEFIT, AND NOT FOR ANY OTHER THIRD PARTY, INCLUDING ANY EMERGENCY SERVICE PROVIDER.**
14. **YOU UNDERSTAND AND AGREE THAT THE SERVICE DOES NOT REPLACE DIALING 9-1-1 AND THE SERVICE MUST NOT BE RELIED UPON TO PROVIDE EMERGENCY RESPONSE SERVICES. YOU ACKNOWLEDGE WE DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, SERVICES AS AN AUXILIARY ENTITY TO THE PUBLIC SECURITY ACTIVITIES, 911 SERVICES, AND/OR ANY OTHER PRIVATE OR PUBLIC SECURITY SERVICE, (INCLUDING BUT NOT LIMITED TO PROTECTION, SURVEILLANCE, CUSTODY OF PERSONS, INFORMATION, REAL ESTATE, PERSONAL PROPERTY OR VALUABLES, INCLUDING THEIR TRANSFER, INSTALLATION, OPERATION OF SECURITY SYSTEMS AND EQUIPMENT, PROVIDING DATA FOR THE INVESTIGATION OF CRIMES AND SUPPORT IN CASE OF INCIDENTS OR DISASTERS).**
15. **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE MAKE NO WARRANTY OR REPRESENTATION OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES - STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. WE FURTHER DISCLAIM ANY WARRANTY THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.**
16. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED US\$1,000.00. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING YOUR INFORMATION), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT**

LIABILITY), OR OTHERWISE, WHETHER OR NOT CARBYNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. This Agreement constitutes the entire agreement between you and us and supersedes any previous agreements or representations, either oral or written, with respect to the Service. This Agreement is governed by the laws of Mexico, without regard to its conflict of law principles. All disputes arising in connection with this Agreement shall be finally settled under the Rules of Arbitration of the Arbitration Center of Mexico (CAM) adopted by ARIAS México ("Rules"), by one or more arbitrators appointed in accordance with such Rules.