

## **PREAMBLE**

The following sets forth the general terms and conditions (the “Terms”) between Motion Ventures Ltd trading as “Safetrax” and the users of its Website at <https://app.safetrax.co.uk/in/> (the “Site”) and of the services, features, content or applications offered by Safetrax (collectively with the site, the “Service”). By using the Site and the Safetrax application (the “App”) and/or the Service, features, content or applications offered by Safetrax, you agree to be bound by these Terms. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICE. These Terms supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties in respect of the use of the Services.

## **DESCRIPTION OF THE SERVICE**

Safetrax provides the Services for internet browser applications via which users can define one or more ‘Venues’ to which information can be submitted, and by which that information can duly be submitted. All use of the Service is subject to these Terms. The Services are made freely available to those ‘submitting’ details, and the charges applicable to those defining ‘Venues’ shall be as agreed upon subscription.

## **ACCEPTANCE OF TERMS**

By registering for and/or using the Service in any manner, including but not limited to visiting or browsing the Site, you agree to all of the terms and conditions contained herein (“Terms of Use”) and all other operating rules, policies and procedures that may be published from time to time on the Site by Safetrax, each of which is incorporated by reference and each of which may be updated by Safetrax from time to time without notice to you in accordance with the terms set out under the “Modification of Terms of Use” section below. In addition, some services offered through the Service may be subject to additional terms and conditions specified by Safetrax from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by reference.

## **REGISTRATION**

In order to use the Service, you may be required to register with Safetrax and represent, warrant and covenant that you provide Safetrax with accurate, truthful, and complete registration information (including, but not limited to your telephone number, e-mail address and a password you will use to access the Service) and to keep your registration information accurate and up-to-date. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate termination of your Safetrax account. You are solely responsible and liable for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Safetrax password. You shall never use another user’s account without such other user’s prior express permission. You will immediately notify Safetrax in writing of any unauthorised use of your account, or other account related security breach of which you are aware. You represent and warrant that if you are an individual, you are of legal age to form a binding contract, or that if you are registering on

behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms of Use and register for the Service. The Service is not available to individuals who are younger than 16 years old. Safetrax may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules and regulations applicable to you and the right to access the Service is revoked where these Terms of Use or use of the Service is prohibited and, in such circumstances, you agree not to use or access the Site or Service in any way.

## **ACCESS TO THE SERVICE**

Subject to these Terms of Use, Safetrax may offer to provide the Service, as described more fully on the Site, and which are selected by you, solely for your own use, and not for the use or benefit of any third party. The Service shall include, but not be limited to, any services Safetrax performs for you, any applications offered by Safetrax that you download from the Site or, subject to the terms set out under the “Third party Sites and Services” section below, from third party application stores (e.g., iTunes® store, Blackberry App World™, or Google Apps Marketplace) authorised by Safetrax, as well as the offering of any materials displayed or performed on or through the Services.

## **PRIVACY OF INFORMATION SUBMITTED**

When making a submission to a “Venue” (by “Checking In”), you are agreeing that your information will be held and used as per the disclaimer on the page at that time. All specific limitations as to privacy will be made clearly visible prior to your agreement. Information is held securely on this basis and only made available to the “Venue” owner for the specified period agreed and on the basis agreed. Safetrax accepts no responsibility for the conduct of individual “Venue” administrators once they have retrieved the information in accordance with our policies.

We do not use any tracking “Cookies” or monitoring systems, however a series of “Cookies” will be set when you log in to the service (for instance as “Venue” provider). Only “Cookies” which are essential to the operation of the system will ever be used.

## **SAFETRAX CONTENT**

The Service contains Content specifically provided by Safetrax or its partners and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, as applicable. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Service. Subject to these Terms of Use, Safetrax grants each user of the Site and/or Service a worldwide, non-exclusive, non- licensable and non-transferable license to use, modify and reproduce the Content, solely for personal, non-commercial use. Use, reproduction, modification, distribution or storage of any Content for other than personal, non-commercial use is expressly prohibited without prior written permission from Safetrax, or from the copyright holder identified in such Content’s copyright notice, as applicable. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial (whether or not for profit) use or in any way that violates any third party right.

### **THIRD PARTY SITES AND SERVICES**

The Service may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Site. When you access third party websites, you do so at your own risk. These other websites are not under Safetrax's control, and you acknowledge that Safetrax is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Safetrax or any association with its operators. You further acknowledge and agree that Safetrax shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

### **TERMINATION**

Safetrax may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your account, you may do so by emailing [contact@safetrax.gg](mailto:contact@safetrax.gg). All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **WARRANTY DISCLAIMER**

The service is provided on an "as is" and "as available" basis and without warranties of any kind either express or implied. Except as expressly provided herein and to the fullest extent permitted by applicable law, Safetrax expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement of any third party intellectual property right. Safetrax makes no warranty that the service will be uninterrupted, timely, secure or error free. Safetrax, and its directors, employees, agents, representatives, suppliers, partners and content providers do not warrant that: (a) the service will be secure or available at any particular time or location; (b) any defects or errors will be corrected; (c) any content or software available at or through the service is free of viruses or other harmful components; or (d) the results of using the service will meet your requirements. Your use of the site, service, content and add-to link is solely at your own risk. Some jurisdictions do not allow limitations on implied warranties, so the above limitations may not apply to you.

### **INDEMNIFICATION**

You shall defend, indemnify, and hold harmless Safetrax, its affiliates and each of its, and its affiliates' employees, contractors, directors, suppliers and representatives from all losses, costs, actions, claims, damages, expenses (including reasonable legal costs) or liabilities, that arise from or relate to your use or misuse of, or access to, the Service, violation of these

Terms, or infringement by you, or any third party using the your account, of any intellectual property or other right of any person or entity (save to the extent that a court of competent jurisdiction holds that such claim arose due to an act or omission of Safetrax). Safetrax reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Safetrax in asserting any available defenses.

## **LIMITATION OF LIABILITY**

To the fullest extent permitted under law, Safetrax will have no obligation or liability (whether arising in contract, warranty, tort (including negligence), product liability or otherwise) for any incidental, indirect or consequential damages or liabilities (including, but not limited to, any loss of data, revenue or profit) arising with respect to the services, even if Safetrax has been advised of the possibility of such damages. Nothing in these terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these terms. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, Safetrax's liability will be limited to the fullest extent permitted by applicable law.

## **RULES AND CONDUCT**

As a condition of use, you promise not to use the Service for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Service. Additionally, you shall abide by all applicable laws and regulations and, if you represent a business, any advertising, marketing, privacy, or other self-regulatory code(s) applicable to your industry. You shall not (directly or indirectly): take any action that imposes or may impose (as determined by Safetrax in its sole discretion) an unreasonable or disproportionately large load on Safetrax's (or its third party providers') infrastructure; interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; bypass any measures Safetrax may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, sell, trade, or in any way exploit the Service or Site Content, except as expressly authorised by Safetrax; decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service (including without limitation any application or widget), except to the limited extent applicable laws specifically prohibit such restriction; copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder; otherwise take any action in violation of Safetrax's guidelines and policies. Safetrax reserves the right to access, read, preserve, and disclose any information as Safetrax reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or government request, (ii) enforce these Terms, including investigation of potential breaches hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Safetrax, its users and the public.

## **PAYMENT OF SERVICES**

By accepting these Terms, you agree that the Service rendered by Safetrax will incur fees of GBP 20.00 per venue, per calendar month, payable in advance from 21<sup>st</sup> May 2021, until termination of the Agreement.

New Safetrax accounts opened after 21<sup>st</sup> May 2021 will receive a 7 day trial of the Service, following which these Safetrax accounts will also be subject to the fee of GBP 20.00 per venue, per calendar month, payable in advance, until termination of the Agreement.

## **RESPONSIBILITY FOR CONTENTS**

The sole responsibility for the content published and transmitted in the App or on the Site lies with the person or persons publishing the same. All such content shall comply with legal and statutory requirements and in accordance with the requirements of decorum and objectivity. If any publications breach the above-mentioned regulations, Safetrax shall be authorised to delete the same immediately.

## **GOVERNING LAW**

These Terms of Use shall be governed by and construed in accordance with the laws of Guernsey. For all purposes of these Terms of Use, the parties consent to exclusive jurisdiction and venue in the Courts of Guernsey. Use of the Service is not authorised in any jurisdiction that does not give effect to all provisions of these Terms of Use, including without limitation, this section.

## **INTEGRATION AND SEVERABILITY**

These Terms of Use are the entire agreement between you and Safetrax with respect to the Service and use of the Site, Service, Content, User Submissions or Add-to Link, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Safetrax with respect to the Site. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Waiver of compliance in any particular instance does not mean that Safetrax will waive compliance in the future. In order for any waiver of compliance with these Terms of Use to be binding, Safetrax must provide you with written notice of such waiver through one of its authorised representatives.

## **COPYRIGHTED MATERIAL, APPLICATION AND TRADEMARK INFORMATION**

Safetrax's product names, service names, slogans or logos referenced on Safetrax's websites (including the Site) and/or in the App are trademarks or registered trademarks of Safetrax.

All other company, product or service names are used for identification purposes only and are trademarks of their respective owners. All of the information, content, and materials offered by Safetrax are protected by copyright and other applicable laws of Guernsey, Jersey and/or of the United Kingdom and other countries. Drivers may not copy, publicly display, modify or distribute such material without Safetrax's or the copyright owner's prior written consent. The Application is protected by copyright, trademark and other laws of Guernsey, Jersey and of the United Kingdom and other countries.

## **RELATIONSHIP OF THE PARTIES**

Safetrax and you are independent contracting parties and nothing in these Terms shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other party.

## **MISCELLANEOUS SEVERABILITY**

If any part of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision most closely matching the intent of the original provision and the remainder of the Terms will continue in effect.

## **AMENDMENTS**

Safetrax reserves the right to change these Terms from time to time. Please refer to the Site periodically for any changes. By continuing to access or use the Service after Safetrax makes any such changes, the User agrees to be bound by the revised Terms.

## **ENTIRETY**

This agreement shall constitute the complete and exclusive agreement between Safetrax and the User. The use of the App is expressly made conditional on the User's consent to these Terms.

## **NO WAIVER**

The failure of Safetrax to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

## **FORCE MAJEURE**

Neither party shall be liable for any failure to perform its obligations under these Terms where such failure is as a result of acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, telephone or internet service.

## **CONTACT**

You may contact Safetrax:

By email: [contact@safetrax.gg](mailto:contact@safetrax.gg)

By Post: Motion Ventures Ltd, 2 Cornet Street, St. Peter Port, Guernsey, GY1 1BZ