Terms of use

For the Safeguard application

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Terms of use for the Safeguard app

These terms of use (hereinafter: App Terms) apply to the use of the Safeguard app (hereinafter: the App).

It is important that you read this carefully because it states, among other things, what the settings of your phone and Wi-Fi connection should be! You can find this in Articles 2 to 6 of these App Terms.

Via the App you can use the Safeguard emergency response (ER) system via your mobile phone or tablet.

You can download these App Terms so that you can save or print them. By visiting or using the App, you agree to these App Terms and agree to follow the instructions provided therein. At the end of these conditions you will find a corresponding definition list.

1. **To use the app:**
   1.1. You can use the App if you have a Safeguard account. You only get access to your App account when you log in with your Login Details.
   1.2. In order to use the App, you must download the App from the Apple App Store or the Google Play Store.
   1.3. You can log in to the App with your unique login link via email.
   1.4. The Login Details may under no circumstances be provided to third parties.
   1.5. It is important to use the correct version of the App. This concerns the most recent version in the Apple App Store or the Google Play Store, unless you have received a different instruction from Safeguard. If you do not use the correct version of the App, it may be that the App does not function or does not function properly.

2. **Instructions to handle the App with care:**
   2.1. In order to use the App properly and safely, you must use the Apple or Google operating system prescribed by Safeguard. Otherwise, the App may not work or not work properly. This is communicated through email and notifications in the app.
   2.2. To prevent misuse and/or malfunction and/or other problems, you must ensure that your equipment and connections are adequately secured.
   2.3. To be able to use the App properly and safely, you must ensure that you have at least 20% battery left. By accepting these App Terms, you agree that the App uses battery.
   2.4. In order to be able to use it properly and safely, your device must comply with the Whitelist. You can view this Whitelist at https://sfgrd.nl/whitelist or request it via info@safeguardapp.nl. If you do not understand any part of the instructions in

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these App Terms, you can contact Safeguard at support@safeguardapp.nl. You can also leave a callback request there.

3. **For Android devices: what you need to do in order for the App to work optimally on an Android device:**
   3.1. Notifications enabled and set to high importance (high urgency). After all, it is important that the notifications from the App come through properly.
   3.2. Location determination on and at high precision.
   3.3. When improving precision, both Wi-Fi and Bluetooth scanning should be enabled.
   3.4. Location permissions must be set to 'always allow'.
   3.5. Wi-Fi and Cellular Data connection must both be turned on.
   3.6. Airplane mode must be turned off.
   3.7. Battery saver mode must be turned off.
   3.8. Physical activity must be turned on.
   3.9. Notifications must be turned on.

4. **For iOS devices: what you need to do in order for the App to work optimally on an iOS device:**
   4.1. Notifications must be set to "Always".
   4.2. Location services must be set to "Always".
   4.3. Motion and condition must be enabled.
   4.4. Background refresh must be enabled.
   4.5. Wi-Fi and Cellular data connection must both be turned on.
   4.6. Airplane mode must be turned off.
   4.7. Battery saver mode must be turned off.
   4.8. Open the App when you receive the message "Safeguard has been closed, open the app to receive notifications".

5. **Security measures for all users:**
   5.1. You are responsible for the use of the App. You must follow all Safeguard directions and regulations given in connection with the use of the services or the App.
   5.2. You may not use the App improperly or carelessly. Safeguard is entitled to block access to the App, including in the event of misuse or unauthorized use of the App.
   5.3. If you think that you can no longer safely use the App, please indicate this immediately by calling +31 (0)85 902 1090 or sending an email to: support@safeguardapp.nl. Safeguard can then take security measures such as blocking access to the App. Until the time of notification, you are responsible for the use of the App and the Content.

6.   Costs:
   6.1.   Safeguard does not charge the user for the use of the App.
   6.2.   You bear the costs of purchasing and using the equipment and connections (mobile and/or wireless internet) that are necessary for the use of the services via the App.

7.   Liability:
   7.1.   Safeguard makes every effort to make the App available to you as a user. Despite continuous attention, care and guarantees, Safeguard cannot guarantee that the App will function without errors, interruptions and viruses. Safeguard accepts no liability for the consequences of any inaccuracies in the data accessed via the App. By accepting these App Terms you agree to this.
   7.2.   Safeguard may discontinue providing the App or amend the Content at any time. By accepting these App Terms you agree to this.
   7.3.   Safeguard is not liable for any damage or costs incurred by you or third parties, for whatever reason, as a result of the use or inability to use the App, unless the relevant damage is caused by intent or willful recklessness on the part of Safeguard. By accepting these App Terms you agree to this.
   7.4.   The App may contain banners and links to external internet pages. This usually concerns internet pages of the Customer with its own information and/or instructions. Safeguard is not liable for the use, content or functioning of these external internet pages or internet pages and does not accept any liability for this. Safeguard is not responsible for the processing of your personal data on these external internet pages. By accepting these App Terms you agree to this.

8.   Licence and intellectual property:
   8.1.   The Content of the App, the data, images, sounds, texts and combinations thereof and other software contained therein are protected by copyright and trademark rights. These rights rest with Safeguard. You may not copy, disclose, exploit, or otherwise use any part of this app without Safeguard's prior permission.
   8.2.   Safeguard hereby grants you a non-exclusive, royalty-free and revocable license to use the App in accordance with these App Terms.

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9. Privacy:

    9.1.   Your personal data is processed by using the App. Among other things, your name, e-mail address and attendance data are processed. By accepting these App Terms, you agree that Safeguard stores and uses data (including personal data) for the proper functioning and improvement of the App.

    9.2.   Safeguard processes your personal data on the lawful basis of Necessary for the performance of a contract.

    9.3.   Safeguard gathers and processes attendance data. This data determines when you're present at a location that uses Safeguard. Outside of these locations there is no gathering or processing of attendance data. This data is protected and audited in accordance with ISO 27001.

    9.4.   The processed personal data is stored encrypted for 3 months.

    9.5.   You can request your personal data, submit a request for rectification or deletion. You can email a request to info@safeguardapp.nl

    9.6.   The processed personal data will not be sold to third parties.

    9.7.   Your personal data is stored encrypted for the benefit of App Metrics in order to monitor and improve the use of the App.

    9.8.   Safeguard B.V. is the processor of personal data in the App. Personal data is processed by Safeguard B.V. in accordance with the General Data Protection Regulation. Also see the website: www.safeguard-app.com/privacy. It is the responsibility of the user to read these.

10. Terminating and deactivating the App:

    10.1.   Safeguard may discontinue use of the App at any time. Upon termination, the rights and licenses granted to you in these App Terms will terminate.

    10.2.   You can terminate the use of the App yourself by removing the App from your mobile device by uninstalling it.

11. General:

    11.1.   The App is offered to you by Safeguard B.V., Rijksweg 134, 4255GP Nieuwendijk, The Netherlands, support@safeguardapp.nl, Chamber of Commerce: 63968223.

    11.2.   When using the App, the Safeguard Privacy and Cookie Policy also applies, in which you can read how Safeguard handles the processing of your personal data. This policy can be requested via info@safeguardapp.nl or consulted at www.safeguard-app.com/privacy.

    11.3.   Safeguard may adjust these App Terms in connection with new developments in, for example, the App or legislation. The most recent version can be found on our website: https://www.safeguard-app.com/gebruikersvoorwaarden. If the App Conditions are changed, you will be notified.

    11.4.   This App is only intended for users over the age of 18.

    11.5.   The App and the Content are exclusively intended for the realization of a company emergency response (BHV) call system.

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11.6. Safeguard actively maintains the App and may periodically release updates to fix errors, add new features or improve App performance. Maintenance can take place at any time and may lead to limited availability of the service offered.

12. Applicable law:

12.1. These App Terms are exclusively subject to Dutch law. All disputes arising in connection with the App and/or these App Terms, including disputes about the existence and validity thereof, will be settled by the competent court of the District Court of Zeeland-West-Brabant, Breda location. By accepting these App Terms you agree to this.

13. Other provisions:

13.1. If these App Terms and Conditions are partially declared null and void/nullified, the parties will remain bound by the remaining part. The parties will replace the void/nullified part with stipulations that are valid and whose legal consequences, in view of the content and purpose of these App Terms, correspond as much as possible with those of the void/nullified part.

13.2. For any questions, comments or complaints regarding the App or the services, please contact Safeguard on telephone number +31 (0)85 902 1090 or by e-mail info@safeguardapp.nl.

14. Definitions:

In this article a number of words have been defined for the purpose of these App Terms.

"App":
The application called Safeguard App that is provided by Safeguard B.V. is developed and made available to users for use on mobile phones running an operating system not older than 2 years and any updates that may be made from time to time take place and any other software or documentation that facilitates the use of this mobile application.

"Safeguard":
Safeguard B.V., being the developer of the App.

"Content":
All data accessible via the App (including images and sounds), services, software, files, ideas or other information.

"Login details":
The login name (email address), password (unique link in the e-mail) or another way to establish your authenticity, with which you obtain access to the App offered.

"Equipment":
The (peripheral) equipment, including a smartphone or tablet with which you use the App, including the associated operating system.

"Wi-Fi Connection":
The connection to the Wi-Fi network available at the location where you are an emergency response officer.

"Cellular data connection":
The connection between the mobile phone and the GPRS, 3G or 4G network.

"App chooser":
Functionality of iPhones to quickly close apps or switch between them.

"User":
A person who has installed the Safeguard app and is logged in via the unique link obtained via email.

"App Metrics":
Data from the app that can be used to improve the app or to solve problems.