

## YellowRed Mobile Application Terms and Conditions:

*Last Updated: 05/10/2024*

### 1. Introduction

Welcome to YellowRed, a mobile application designed to enhance personal safety through innovative features like our two-button alert system and automated messaging. These Terms and Conditions govern your use of the YellowRed mobile app ("App"), available on various mobile platforms. Use of the App and information contained herein is at your sole choice and risk. You should not rely on this information as a substitute for, nor does it replace, professional emergency or rescue services. The term "YellowRed," we, us refers to the owner of the App and the terms "you" and "User" refers to the user of the App.

### 2. Acceptance of Terms

By downloading, accessing, or using the App, you agree to be bound by these Terms and Conditions. By continuing to use the App, even if you are not registered, you acknowledge and agree that you have read, understood and are bound by the Terms and Conditions. If you disagree with these terms and conditions or any part thereof, you must not continue to use the App.

EACH USER UNDERSTANDS AND AGREES THAT USE OF THE APP DOES NOT CONSTITUTE AN AGREEMENT BETWEEN YOU AND EMERGENCY SERVICE PROVIDERS, DESIGNATED GUARDIANS OR OTHER USERS. NOR DOES IT IMPLY THAT ALL OF THE NEEDS YOU HAVE COMMUNICATED IN YOUR USER ACCOUNT WILL BE MET THROUGH PUBLIC ASSISTANCE.

YOU UNDERSTAND AND AGREE THAT YOU WILL NOT RELY ON THE APP AS THE SOLE MEANS BY WHICH YOU WILL COMMUNICATE INFORMATION TO EMERGENCY SERVICE PROVIDERS. YOU UNDERSTAND AND AGREE THAT OTHER METHODS OF SUPPLYING INFORMATION TO EMERGENCY SERVICE PROVIDERS ARE AVAILABLE TO YOU, INCLUDING THE VERBAL TRANSMISSION OF INFORMATION OVER THE PHONE WHEN MAKING A 9-1-1 CALL OR OTHERWISE COMMUNICATING WITH EMERGENCY SERVICE PROVIDERS. USE OF THE APP CANNOT AND DOES NOT REPLACE, AND IS NOT INTENDED TO REPLACE, YOUR VERBAL PROVISION OF YOUR TELEPHONE NUMBER AND OTHER ACCOUNT INFORMATION TO EMERGENCY SERVICE PROVIDERS WHEN MAKING A 9-1-1 CALL OR USING ANY OTHER COMMUNICATION METHOD. NOR

DOES THE APP REPLACE THE NEED FOR YOU TO PLACE A CALL TO 9-1-1 IN THE EVENT OF AN EMERGENCY.

YOU UNDERSTAND AND AGREE THAT YELLOWRED IS NOT RESPONSIBLE FOR THE ACTIONS OF ANY DESIGNATED EMERGENCY CONTACTS. YELLOWRED CANNOT GUARANTEE DELIVERY OF ANY MESSAGE OR INFORMATION TO OR FROM SAID EMERGENCY CONTACTS AND IS NOT RESPONSIBLE FOR ANY INTERACTION OR LACK THEREOF BETWEEN USERS OF THE SYSTEM. YOU UNDERSTAND AND AGREE THAT THE APP IS PROVIDED FOR CONVENIENCE ONLY. USE OF THE APP DOES NOT REPLACE DIALING 9-1-1 IN THE EVENT YOU REQUIRE IMMEDIATE ASSISTANCE. THE APP AND YOUR DESIGNATED EMERGENCY CONTACTS MUST NOT BE RELIED UPON TO PROVIDE EMERGENCY RESPONSE SERVICES. SUCH EMERGENCY RESPONSE SERVICES CAN ONLY BE ACCESSED BY PLACING A CALL TO 9-1-1.

YOU AS A USER ACKNOWLEDGE AND AGREE THAT, BY REGISTERING FOR SERVICES PROVIDED BY THE APP AND/OR CREATING A USER ACCOUNT, YOU PROVIDE CONSENT TO RELEASE ALL USER INFORMATION ON YOUR ACCOUNT TO EMERGENCY SERVICE PROVIDERS IN ACCORDANCE WITH THE SPECIFIC SERVICES OPTED IN BY YOU. YELLOWRED DOES NOT GUARANTEE DELIVERY OF MESSAGES OR USER ACCOUNT DATA.

YOU UNDERSTAND AND AGREE THAT NOT ALL EMERGENCY SERVICE PROVIDERS HAVE ACCESS TO THE SERVICES AND THAT THE SERVICES MAY NOT BE UTILIZED BY EMERGENCY SERVICE PROVIDERS THAT DO HAVE ACCESS.

### 3. User Registration and Information

To use YellowRed, users must complete the registration process, providing accurate and current information, including name, college/university affiliation, phone number, and email address. The user should take all the necessary measures for maintaining the privacy of the password created upon registration and is also responsible for all the activities that occur under the user's account. The user agrees to immediately notify YellowRed of any unauthorized use of the account or password. In case of any damage or loss arising out of user's failure to comply with this provision, YellowRed shall not be held liable.

YellowRed cannot control the manner in which emergency services are rendered and only select emergency service providers have access to the services provided by the App, and therefore cannot guarantee that emergency service providers will utilize the information provided by User.

#### 4. Emergency Contact and Messaging

Users may select up to three emergency contacts. In case of an emergency, the App will automatically send pre-determined or custom messages to these contacts. Users should ensure they have obtained consent from their chosen contacts to receive such communications.

YOU UNDERSTAND AND AGREE AND HEREBY AUTHORIZE YELLOWRED TO RELEASE AND DISCLOSE YOUR USER ACCOUNT TO EMERGENCY SERVICE PROVIDERS WHERE TECHNOLOGICALLY POSSIBLE. AS PART OF YOUR USER ACCOUNT, YOU MAY HAVE IDENTIFIED AN EMERGENCY CONTACT. YOU UNDERSTAND AND AGREE THAT EMERGENCY SERVICES PROVIDERS MAY, BUT SHALL NOT, UNDER ANY CIRCUMSTANCES, HAVE ANY DUTY TO CONTACT OR TO NOTIFY ANY EMERGENCY CONTACTS THAT YOU MAY OR MIGHT BE INVOLVED IN ANY EMERGENCY SITUATION, WHETHER OR NOT YOU MAY HAVE CALLED 9-1-1, OTHERWISE CALLED OR CONTACTED AN EMERGENCY SERVICE PROVIDER, OR HAD YOUR USER ACCOUNT PRESENTED TO EMERGENCY SERVICE PROVIDERS BY THE APP.

YOU UNDERSTAND AND AGREE TO MANAGE YOUR TELEPHONE SERVICE PROVIDER ACCOUNT, ACCOUNT SUBSCRIPTIONS, AND LOCATION OPT-IN STATUS AS REQUIRED TO ALLOW THE SERVICES TO LOCATE AND COMMUNICATE WITH YOUR MOBILE PHONE. THESE ACTIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, ENSURING YOU HAVE ANY NECESSARY SMS TEXT MESSAGING OR DATA PLANS ENABLED ON YOUR MOBILE TELEPHONE SERVICE PROVIDER ACCOUNT, ENSURING YOUR ACCOUNT, PHONE APPLICATION, AND MOBILE PHONE LOCATION PRIVACY OPTIONS ARE CONFIGURED TO ALLOW THE APP TO RETRIEVE YOUR LOCATION, AND THAT ANY SOFTWARE REQUIRED TO SUPPORT LOCATION IS INSTALLED AND MAINTAINED ON YOUR MOBILE DEVICE.

YOU UNDERSTAND AND AGREE THAT THE APP CANNOT LOCATE ALL MOBILE DEVICES. FURTHERMORE, DEVICES WHICH ARE LOCATION COMPATIBLE MAY NOT BE LOCATABLE BY THE APP OR THE TELEPHONE SERVICE PROVIDER. YOU UNDERSTAND THAT ANY LOCATION PROVIDED IS APPROXIMATE AND DOES NOT PROVIDE GUARANTEED RESULTS. A VARIETY OF FACTORS AFFECT THE AVAILABILITY OF MOBILE LOCATION. YOUR MOBILE DEVICE MUST BE TURNED ON, CHARGED AND LOCATED WITHIN A SUPPORTED MOBILE NETWORK COVERAGE AREA, AMONG OTHER FACTORS. AVAILABILITY AND ACCURACY OF ANY AVAILABLE LOCATION INFORMATION IS SUBJECT TO NETWORK CAPABILITIES, ENVIRONMENTAL CONDITIONS SUCH AS STRUCTURES, BUILDINGS, WEATHER, GEOGRAPHY, LANDSCAPE, AND TOPOGRAPHY, AVAILABLE DATA, ATMOSPHERIC CONDITIONS AND

OTHER FACTORS ASSOCIATED WITH USE OF MOBILE NETWORKS, SATELLITES AND SATELLITE DATA. AVAILABILITY, SECURITY, SPEED, TIMELINESS, ACCURACY AND RELIABILITY OF THE APP ARE NOT GUARANTEED.

IN AN EMERGENCY, YOU MUST PLACE A PHONE CALL TO 9-1-1. SHOULD AN EMERGENCY SERVICE PROVIDER ATTEMPT TO COMMUNICATE WITH YOU VIA SMS TEXT OR APP PUSH MESSAGE, YOU MAY BE REQUIRED TO TERMINATE THE 9-1-1 CALL, AND TAKE THE STEPS NECESSARY TO EXIT YOUR PHONE FROM EMERGENCY MODE. REGARDLESS, ALL SMS COMMUNICATIONS ARE MADE ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND MUST NOT BE RELIED UPON AS YOUR SOLE MEANS TO COMMUNICATE WITH EMERGENCY SERVICE PROVIDERS.

## 5. Usage of the Two-Button System

YellowRed's core feature is the two-button alert system:

- Yellow Button: For situations of low to medium risk, sends location updates and pre-set messages to selected contacts.
- Red Button: For high-risk situations, alerts emergency contacts and law enforcement, sharing the user's location.

Users must hold the respective button for a specified duration to activate the alert.

## 6. User Conduct

EACH USER UNDERSTANDS AND AGREES THAT SERVICES PROVIDED BY YELLOWRED ARE NOT AVAILABLE IN ALL AREAS.

Users agree not to misuse the App's services, including but not limited to sending false alarms or using the App for any unlawful purpose. Users are responsible for all activities conducted under their account and must comply with all applicable laws and regulations.

User undertakes not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative, sell, lease, translate, decompile or otherwise exploit the App or any portion, by any means, unless otherwise provided.

The user warrants not to upload or distribute any virus, bugs, trap doors, harmful codes or other similar software or programs that may damage the functioning of the App.

The user agrees not to violate, abuse, manipulate or exploit any terms and conditions of the agreement or any code of conduct or other guideline as provided under the App.

The user undertakes not to make any defamatory, derogatory, abusive, inappropriate, indecent comment or statement about YellowRed and its associates and partners on any property owned by YellowRed.

The user may not obtain or attempt to obtain any information or materials through any means not intentionally made available or provided for through this site.

YellowRed shall not be liable to user nor held in breach of contract for any loss or damage which may be suffered as a direct or indirect result of us being prevented, hindered or delayed in the performance by reason of any circumstances beyond our reasonable control including (but not limited to) any act of God, war, riot, civil commotion, government action, explosion, fire, flood, storm, accident, strike, lock-out, trade dispute or labor disturbance, breakdown of plant or machinery, interruption in the supply of power or materials.

## 7. Privacy and Data Protection

Personal information collected through the App is subject to our Privacy Policy, which outlines how we collect, use, and share information.

YOU AGREE YOUR USER ACCOUNT WILL ONLY INCLUDE INFORMATION ABOUT INDIVIDUALS FOR WHOM YOU HAVE APPROPRIATE LEGAL RESPONSIBILITY OR APPROPRIATE PRIOR CONSENT, AND THAT THE USER ACCOUNT DOES NOT INFRINGE OR INVADE THE PRIVACY OF ANY SUCH PERSON.

## 8. Limitation of Liability

USERS UNDERSTAND AND AGREE THAT YELLOWRED, THE TELEPHONE SERVICE PROVIDER(S) FOR A USER PHONE, ANY EMERGENCY SERVICE PROVIDER(S), AND ANY USER(S), (INCLUDING WITHOUT LIMITATION THE OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, AND/OR POLITICAL SUBDIVISIONS OF EACH OF THE FOREGOING), WHERE IT IS POSSIBLE TO DO SO, (A) ARE INTENDED TO BE AND SHALL BE REGARDED AS DIRECT AND/OR THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT BETWEEN USER AND YELLOWRED, (B) RESERVE AND MAY ASSERT AGAINST USER, THEIR RESPECTIVE HEIRS AND ASSIGNS, ALL OF THE DEFENSES, LIMITATIONS OF SERVICE, DISCLAIMERS AND LIMITATIONS OF LIABILITY, EXCLUSIONS OF DAMAGES, AND DISCLAIMERS OF WARRANTIES THAT ARE

CONTAINED IN THIS AGREEMENT, AND (C) DO NOT SURRENDER OR RELINQUISH IN ANY MANNER ANY CLAIMS OR DEFENSES THEY MAY OTHERWISE BE ABLE TO ASSERT AGAINST USER, THEIR RESPECTIVE HEIRS AND ASSIGNS.

ALL USERS UNDERSTAND AND AGREE THAT YELLOWRED, ALONG WITH ITS OFFICERS, MEMBERS, EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUCCESSORS AND ASSIGNS (THE "RELEASEES") DISCLAIM ANY AND ALL LIABILITY, WHATSOEVER, WHETHER RAISED BY A THIRD PARTY OR OTHERWISE, FOR ANY AND ALL REASONS, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH OR LOSS, INFRINGEMENT, INVASION OF PRIVACY, PROPERTY DAMAGE, AND INTERRUPTION TO BUSINESS, TO ANY USER, THEIR RESPECTIVE HEIRS AND ASSIGNS, WHICH MAY RESULT FROM THE USE OR ANY ERRORS OR OMISSIONS OF THE APP, OR FAILURE TO MEET ANY DUTY, INCLUDING ANY DUTY OF GOOD FAITH OR OF REASONABLE CARE OR PROVIDE ANY INFORMATION THROUGH THE APP.

ALL USERS UNDERSTAND AND AGREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO RELEASE, WAIVE, DISCHARGE, COVENENANT NOT TO SUE, AND HOLD HARMLESS ANY AND ALL RELEASEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGE OR COST OF EVERY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, AND FROM ANY AND ALL PRESENT AND FUTURE CLAIMS, DEMANDS, CAUSES OF ACTION, AND LAWSUITS THEREFOR, IN LAW OR EQUITY, BY ANY USER OR BY ANY OTHER PERSON OR PERSONS CLAIMING THROUGH A USER, FOR ANY LOSS, INFRINGEMENT OR INVASION OF THE RIGHT OF PRIVACY CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE DISCLOSURE OF ANY USER INFORMATION.

YOU AGREE TO INDEMNIFY EACH RELEASEE FROM AND AGAINST ANY LOSSES, DAMAGES, LIABILITIES, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND OTHER LEGAL EXPENSES) OF ANY KIND ARISING FROM OR ATTRIBUTABLE TO (A) ANY BREACH OF THE TERMS AND CONDITIONS BY YOU OR (B) ANY THIRD-PARTY CLAIM AGAINST A RELEASEE RELATING TO YOUR USE OF THE APP.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY RELEASEE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF PRIVACY, LOSS OF CONFIDENTIAL INFORMATION, OR BUSINESS INTERRUPTION) FROM OR DUE TO THE USE, MISUSE OR INABILITY TO USE THE APP, EVEN IF THE RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT THE USE OF THE

APP IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED SOLELY ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS.

YELLOWRED EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, DUTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES, DUTIES OR CONDITIONS OF GOOD FAITH, REASONABLE CARE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY.

## 9. Intellectual Property Rights

The content and features of YellowRed, including but not limited to the two-button system and automated messaging, and all other Intellectual Property Rights of YellowRed are the property of YR Company LLC and are protected by intellectual property laws.

For the purposes of these Terms and Conditions, “Intellectual Property Rights” means, with respect to YellowRed, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights, moral rights and mask-works; (b) trademarks, service marks, trade names, trade dress, symbols, logos, designs, and other source identifiers; (c) trade secret rights; (d) patents, designs, algorithms, inventions, and other industrial property rights; (e) rights of publicity, confidential and proprietary rights, know-how, goodwill, and the right to sue for infringement, if any; (f) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (g) registrations, initial applications, renewals, extensions, continuations, divisions or re-issues thereof, now or hereafter in force (including any rights in any of the foregoing).

## 10. Termination

YellowRed reserves all the right to suspend or terminate the user’s use of the App without giving prior notice, if YellowRed finds that the user has violated any of the terms and conditions, policies or guidelines. The user can terminate the agreement at any time, provided that the user discontinues any further use of the App.

IT IS YOUR RESPONSIBILITY TO CORRECT THE INFORMATION ON YOUR USER ACCOUNT WHEN THE INFORMATION YOU HAVE PROVIDED IS OR BECOMES INACCURATE. CREATING AN INTENTIONALLY MISLEADING ACCOUNT OR PROVIDING ANY INTENTIONALLY MISLEADING INFORMATION TO EMERGENCY SERVICE

PROVIDERS IS POTENTIALLY A CRIME AND IS GROUNDS FOR TERMINATION OF SERVICES.

#### 11. Amendments to Terms and Conditions

We reserve the right to modify these Terms and Conditions at any time. Users will be notified of any changes through the App or via email.

#### 12. Assignment

YellowRed may assign these Terms and Conditions in its sole discretion. You are not permitted to assign these Terms without the prior written consent of YellowRed. The failure by YellowRed to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

#### 13. Severability

If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### 14. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of Virginia, and any disputes arising out of or in connection with the App will be subject to the exclusive jurisdiction of the courts in this region.

#### 15. Contact Information

For any queries or concerns regarding these Terms and Conditions, please contact us at [sebastian@yellowred.app](mailto:sebastian@yellowred.app) or visit our website <https://www.yellowred.app>.