

**The following definitions shall apply for the scope of these Terms:**

**Access to Managed Services is granted for the particular License Term.**

Should a Product of Thief Guard Apps be provided to the Customer pursuant to a license which, when fully paid, is to be perpetual, the following shall apply:

**Scope of the Standard Terms and Conditions of Business**

The standard terms and conditions of business set out below (hereinafter referred to as "Terms") shall apply to any and all agreements between Thief Guard Apps, and its Customers concerning the delivery of its Products and/or Services, in particular, the provision of Software and its Updates/Upgrades, Managed Services and the rendering of related Services.

These Terms shall also apply to any and all future agreements between Thief Guard Apps and the Customer without any further reference to them. In addition to these Terms, the EULA shall be applicable to any use of Products and in case of Services; the respective SLA shall be applicable in addition to these Terms. In case of conflict between these Terms and the EULA and/or the respective SLA, the provisions of these Terms shall prevail unless a specific term in a EULA or SLA is more favorable to Thief Guard Apps.

These Terms shall prevail over any proposed terms and conditions of the Customer, even if the Customer has communicated its terms and conditions to Thief Guard Apps unless Thief Guard Apps has agreed to customer's terms and conditions in [info@thiefguardbd.com](mailto:info@thiefguardbd.com). These Terms also apply in cases where Thief Guard Apps provides its Products and/or Services to the Customer without any reservation and/or with knowledge of the contradicting or differing terms of the Customer.

Thief Guard Apps reserves the right to change, update, amend or modify these Terms at any time. Such changes will be transmitted to the Customer in [info@thiefguardbd.com](mailto:info@thiefguardbd.com) (email will be sufficient). The Customer may object to the changes. If the Customer does not object to the changes or any part thereof, within four (4) weeks after receipt of a notification (hereinafter referred to as "Objection Period"), the changes shall be deemed accepted unequivocally by the Customer. If the Customer objects to the notified changes within the Objection Period, the agreement will continue on the present Terms or Thief Guard Apps may, in its discretion terminate any or all licenses or other agreements with the Customer. Objections, notifications and other correspondence from the Customer to Thief Guard Apps shall be sent to the address at the end of these Terms.

## **Definitions**

**Access** - means access to a Service by use of a browser and with the aid of a Login.

**Automatic Renewal** - means renewal of a License at the end of a License Term without added notice. Thief Guard.

**Apps Freeware** - means any and all Products and Services that are provided to the Customer free of charge.

**Thief Guard Apps Shareware** - means any and all Products and Services that are provided to the Customer free of charge for trial purposes for a limited or unlimited License Term.

**Computer** - means any device that is able to process data with the assistance of a programmable calculation specification.

**Consumer** - means a Consumer and/or Entrepreneur.

**Entrepreneur** - means any natural person, partnership, corporation, Limited Liability Company or other legal business entity that uses the Products or Services of Thief Guard Apps in their or its business and is not using the Products or Services for personal or family reasons.

**EULA** - means the End User License Agreement of the respective Thief Guard Apps entity that must be accepted by the Customer before any use of the Products. I (users) agree all the terms and conditions with Thief Guard apps. Thief Guard provides lot of various different applications, Apps purpose is for safety and entertainment purpose only. If any misuse will happened through any apps of Thief Guard then i agree on that i will be only responsible. Thief Guard team will not be responsible directly or indirectly. I am also responsible for my data storage and lost of data, Thief Guard team are not responsible for that. Thief Guard's IOS application has limited features only as provided by the Apple guidelines and IOS limitations in software architecture. Customer or end users having not any rights to claim for same features in both IOS and Android Operating system. Thief Guard's Android and IOS having different features totally depends on mobile operating systems. It stipulates the Customer's usage rights for the Products under the relevant agreement and is available for download on [info@thiefguardbd.com](mailto:info@thiefguardbd.com).

**Fee** - means the price or the License fee to be paid for a Product or Service of Thief Guard Apps.

**License** - means the Customer's right to use the Products or Services subject to these Terms and in accordance with the EULA or SLA in effect as at the date of execution of the relevant agreement. The License shall detail the nature and scope of the Customer's right to use the Products and/or Services.

For those Thief Guard Apps Products for which an Update Service is provided, the License shall also detail the Customer's right to receive ongoing Updates/Upgrades during the License Term for the provided Software. License Term - means the time period for which Thief Guard Apps has granted Customer a License to a Product or Service and, if applicable to receive Updates and Upgrades. The License Term commences as soon as the Customer has received a Software Key or Login.

**Login** - means entering of identifier information into a Managed Service by a Customer in order to access that Managed Service. By sending a Login to a Customer, Thief Guard Apps grants a License to the Customer to the Managed Service to which the Login applies.

**Malware** - means any software and any other dataset that causes damaging or undesirable functions in Computer or in a computer system of a user.

**Managed Service** - means a software application managed by Thief Guard Apps and deployed to Customer over the Internet with the aid of a Login.

**Multiple Use** - means the simultaneous storage, simultaneous retention and any other contemporaneous use of Thief Guard Apps Products on several Computers. Such use is only allowed pursuant to Licenses for Multiple Use for some Thief Guard Apps products.

**One-Time-Code (OTC)** - means a sequence of numbers, letters and/or other symbols that must be entered into the Computer for some Software of Thief Guard Apps during initial installation. In such cases, Thief Guard Apps will provide Customer with an OTC. Upon entering a valid OTC, the Customer shall receive the Software Key, and the License Term for that Software shall commence.

**Product** - means Thief Guard Apps Software including any applicable Update Service and user handbooks or other goods provided by Thief Guard Apps.

**Reseller** - means a Customer to whom Products or Services are provided expressly for the purpose of resale.

**Service** - means Managed Service or other related services provided by Thief Guard Apps.

**SLA** - means the Service Level Agreement of the respective Thief Guard Apps entity that must be accepted by the Customer before any use of the Services. It defines the Customer's rights of use for the respective Services under the relevant agreement and is available for download on [info@thiefguardbd.com](mailto:info@thiefguardbd.com).

**Software** - means Thief Guard Apps computer programs in object code format, including any and all Updates and Upgrades thereof that Thief Guard Apps makes available and for which Thief Guard Apps has granted a License to a Customer.

**Software Key** - means an encrypted code that identifies the Software provided to Customer by Thief Guard Apps and is necessary for installation and access to Updates/Upgrades. The Software Key is an integral component of the Software. By sending a Software Key, Thief Guard Apps grants the Customer the License to the Software to which the Software Key applies.

**Support** - means a Service which Thief Guard Apps offers to Customers seeking help desk support for Products or Services.

**Updates and Upgrades** - mean the updating of the Software. Classification of the updating as an Update or Upgrade is at Thief Guard Apps's sole discretion.

**Update Service** - means the ongoing updating of Software through Updates and/or Upgrades and providing such Updates and Upgrades to the Customer by Thief Guard Apps. Some Software requires the Update Service for functional use. Thief Guard Apps may at its sole discretion render and designate services under its Update Service as an Update or Upgrade.

**Offer and Acceptance of the Agreement** The presentation of Thief Guard Apps's Products and Services on the internet and in prospectuses, catalogues and brochures is for informational purposes only and shall not provide an express or implied warranty nor any binding offer from Thief Guard Apps but, rather, shall constitute an opportunity for the Customer to learn information and to prepare to make a binding contractual offer in the form of an order.

A legally binding agreement between Thief Guard Apps and the Customer shall be concluded only if the Customer places an order and Thief Guard Apps accepts such order by way of a written order confirmation (email is sufficient) or by providing one or more Products and/or Services to the Customer, (e.g. per download or by provision of a Login).

Any and all orders accepted by Thief Guard Apps are subject to these Terms and the applicable EULA and/or applicable SLA.

Should the Customer be entitled to withdraw from or terminate an agreement based on any applicable statutory withdrawal right and should the Customer exercise this right within the relevant statutory period, the relevant EULA and/or SLA shall terminate at the same time. In case of such withdrawal or termination, Thief Guard Apps will refund the Customer any fees on a pro-rata basis that have already been paid for the respective Product or Service according to any applicable statutory provisions.

Any deviations from or modifications to these Terms must be expressly agreed to between the parties in [info@thiefguardbd.com](mailto:info@thiefguardbd.com).

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Should the Customer be entitled to withdraw from or terminate an agreement based on any applicable statutory withdrawal right and should the Customer exercise this right within the relevant statutory period, the relevant EULA and/or SLA shall terminate at the same time.

In case of such withdrawal or termination, Thief Guard Apps will refund the Customer any fees on a pro-rata basis that have already been paid for the respective Product or Service according to any applicable statutory provisions.

Any deviations from or modifications to these Terms must be expressly agreed to between the parties in [info@thiefguardbd.com](mailto:info@thiefguardbd.com).

## **Subject matter of Agreements**

The EULAs and SLAs that are concluded subject to these Terms shall define the Customer's rights to use Thief Guard Apps Products and/or Services in accordance with these Terms and the applicable EULA and/or SLA. Upon payment of the agreed Fee, the Customer shall be granted such use rights.

**For Software for which an Update Service is available, the License shall include:**

A non-exclusive, non-transferable (with the exception of clause 5. below) right to use the Software without added charge for the License Term, and A right to access the Update Service during the License Term as paid for.

For Managed Services and Software for which no Update Service is provided, the License shall include a non-exclusive, non-transferable (with the exception of clause 5. below) right to use the Managed Services or the Software during the License Term as paid for.

Title in and to the Products and Services, and any and all other rights, including, but not limited to the rights of publication, reproduction, processing, translation and other exploitation rights, shall be retained by Thief Guard Apps.

After an agreement has been withdrawn, rescinded or terminated, the Customer's License for the Products or Services shall automatically terminate and Customer shall have no further right of Access to or use of the Product or Services. The Customer shall receive no further Updates/Upgrades from Thief Guard Apps.

The Customer shall dispose of all Software, in particular, the original data media, any backup copies and the Software data files stored on its Computer system. Thief Guard Apps may demand a written confirmation by the Customer declaring that all Software has been deleted in full.

Software has a specific product lifecycle that governs the operating systems with which the Software is compatible and how long the Software will be supported by Thief Guard Apps. Software is possibly not compatible with operating systems that are not specified in the product



lifecycle or once the support period has expired. Therefore, the product lifecycle constitutes therefore an integral part of the relevant agreement and is published on [info@thiefguardbd.com](mailto:info@thiefguardbd.com).

**Provisions for the use of Software and Managed Service:**

In using the Software and/or Managed Service, the Customer shall at all times comply with these Terms and Conditions as well as the terms of the EULA and/or SLA applicable at the time of execution of this agreement. In particular, the Software must not be reproduced, transferred or decompiled (i.e. recompilation into the source code), unless expressly permitted by the EULA or permitted according to law. If the Customer wishes to reverse engineer, decompile or disassemble the Software (hereinafter referred to as "De-compilation") for the purpose of achieving interoperability with other computer programs if allowed by law, the Customer shall contact Thief Guard Apps before De-compilation of the Software and request the provision of the information necessary for the achievement of such interoperability. If Thief Guard Apps supplies such information concerning interoperability without undue delay, the Customer shall not be entitled to decompile the Software. Software for which no special Licenses for Multiple Use are available according to the relevant product information is restricted to use on one Computer by a Customer. For this purpose, the Customer may use any available Computer that meets the system requirements and for which the License was granted. Should the Customer change the Computer, the Software must be deleted from the Computer on which the Software was previously installed before the reinstallation of the Software on a different Computer. For Software whose product information provides special Licenses for Multiple Use, Multiple Use shall be permissible only if, and to the extent that, the Customer purchased and was granted the relevant type or number of Licenses by Thief Guard Apps.

Unless explicitly granted in the applicable License, Customer shall not have the right to access Managed Services by simultaneous or multiple use of the same Login. Thief Guard Apps reserves all rights to bring an action to prohibit or stop any unauthorized use of Products and/or Services by the Customer, including but not limited to, claims for injunctive relief and damages. Unauthorized use by the Customer may lead to criminal prosecution under the relevant laws. Reference is also made to the supplementary terms and conditions of use under the applicable EULA and/or the SLA. Special provisions for Resellers If Products and/or Services are provided to a Reseller, the Reseller may transfer the License to a third party. In the event of a resale, the serial numbers issued by Thief Guard Apps (e.g. License numbers, OTCs or Logins) shall be stated in the invoice.

Special provisions for Resellers If Products and/or Services are provided to a Reseller, the Reseller may transfer the License to a third party. In the event of a resale, the serial numbers issued by Thief Guard Apps (e.g. License numbers, OTCs or Logins) shall be stated in the invoice.

The Reseller shall not grant to its Customers any rights in the Products and/or Services that are different from, or greater than, those permitted pursuant to these Terms and Conditions, a EULA and/or an SLA. The Reseller shall not reproduce the Products and/or Services in whole or in part, including for purposes of data backup. The parties acknowledge that damages resulting from a breach of this clause by Reseller are difficult to determine and/or quantify. Therefore, for each breach of the foregoing provisions of this clause 5, and without prejudice to Thief Guard Apps's



right to seek other remedies at law or in equity the Reseller shall pay to Thief Guard Apps liquidated damages in the amount of USD 20,000. Additional claims by Thief Guard Apps resulting from the breach of these provisions remain unaffected. Such liquidated damages will be set off against any other damage awards to Thief Guard Apps resulting from the breach.

The Reseller shall not reproduce the Products and/or Services in whole or in part, including for purposes of data backup. The parties acknowledge that damages resulting from a breach of this clause by Reseller are difficult to determine and/or quantify. Therefore, for each breach of the foregoing provisions of this clause 5, and without prejudice to Thief Guard Apps's right to seek other remedies at law or in equity the Reseller shall pay to Thief Guard Apps liquidated damages in the amount of USD 20,000. Additional claims by Thief Guard Apps resulting from the breach of these provisions remain unaffected. Such liquidated damages will be set off against any other damage awards to Thief Guard Apps resulting from the breach.

Thief Guard Apps terms & Conditions will be applicable for all the apps offered by Thief Guard.

## **Delivery**

Thief Guard Apps delivery obligations shall be governed only by (i) Thief Guard Apps order confirmation, (ii) these Terms, (iii) the EULA and/or the SLA (as applicable) unless explicitly agreed otherwise between the parties in [info@thiefguardbd.com](mailto:info@thiefguardbd.com). Thief Guard Apps may render partial deliveries where a partial delivery is reasonable for the Customer and does not significantly impair the Customer's interests. Deviations of the delivered Products and/or Services from documentation shall be permitted provided that they are reasonable and that the performance of the Products or Services is not materially, adversely affected. Thief Guard Apps reserves the right to make technical changes to the Products and/or Services which enhance their operability and performance or which are necessary for the operability of the Products and/or Services.

Deviations of the delivered Products and/or Services from documentation shall be permitted provided that they are reasonable and that the performance of the Products or Services is not materially, adversely affected. Thief Guard Apps reserves the right to make technical changes to the Products and/or Services which enhance their operability and performance or which are necessary for the operability of the Products and/or Services. Should Products and/or Services licensed by Customer be replaced by new Products and/or Services in Thief Guard Apps's product line, and such new Products and/or Services perform as well or better than the Products and/or Services ordered by Customer, then Thief Guard Apps has Deviations of the delivered Products and/or Services from documentation shall be permitted provided that they are reasonable and that the performance of the Products or Services is not materially, adversely affected. Thief Guard Apps reserves the right to make technical changes to the Products and/or Services which enhance their operability and performance or which are necessary for the operability of the Products and/or Services.

Should Products and/or Services licensed by Customer be replaced by new Products and/or Services in Thief Guard Apps's product line, and such new Products and/or Services perform as

well or better than the Products and/or Services ordered by Customer, then Thief Guard Apps has the right to deliver such new Products and/or Services instead of the ordered Products Should Products and/or Services licensed by Customer be replaced by new Products and/or Services in Thief Guard Apps's product line, and such new Products and/or Services perform as well or better than the Products and/or Services ordered by Customer, then Thief Guard Apps has Deviations of the delivered Products and/or Services from documentation shall be permitted provided that they are reasonable and that the performance of the Products or Services is not materially, adversely affected. Thief Guard Apps reserves the right to make technical changes to the Products and/or Services which enhance their operability and performance or which are necessary for the operability of the Products and/or Services.

Should Products and/or Services licensed by Customer be replaced by new Products and/or Services in Thief Guard Apps's product line, and such new Products and/or Services perform as well or better than the Products and/or Services ordered by Customer, then Thief Guard Apps has the right to deliver such new Products and/or Services instead of the ordered Products and/or Services. Should Products and/or Services of Thief Guard Apps be shipped at the Customer's request, the risk for damage and loss shall pass to the Customer upon release for shipment by Thief Guard Apps. In the event of receipt of Software by download, risk shall pass to the Customer as soon as Customer has received the necessary Software Key.

Should Thief Guard Apps's performance be delayed beyond the date confirmed by Thief Guard Apps, claims for late performance may only be asserted following the expiry of a reasonable grace period of no less than three weeks set by the Customer. Should Thief Guard Apps be in default of its delivery obligations or should delivery become impossible for Thief Guard Apps, Thief Guard Apps shall only be liable pursuant to clauses 10 and 11 below. If timely delivery is prevented by circumstances that are not just temporary and that do not fall within Thief Guard Apps's control (in particular, in the event of strike, lock-out, unavailability of materials, force majeure, transport hindrances, plant closures or unavailability of internet connection), Thief Guard Apps or the Customer may, upon ten (10) days written notice, rescind this agreement without giving rise to any obligation to the other party.

Should Products and/or Services of Thief Guard Apps be shipped at the Customer's request, the risk for damage and loss shall pass to the Customer upon release for shipment by Thief Guard Apps. In the event of receipt of Software by download, risk shall pass to the Customer as soon as Customer has received the necessary Software Key.

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## **Automatic renewal**

Remuneration and payment terms Unless expressly agreed otherwise, Thief Guard Apps's Fees are net free place of shipment, and all shipping costs, in particular, packaging, transport costs and transport insurance, as well as applicable statutory value added tax - if any - shall be paid by the Customer. Payments shall be due immediately without any deductions. Bills of exchange and checks shall be accepted by Thief Guard Apps only pursuant to a special agreement between the parties and only if these methods of payment do not give rise to any costs and fees for Thief Guard Apps. If the Customer defaults in payments, Thief Guard Apps may demand agreed upon or statutory default interest for all past due sums without further notice.

Payments shall be due immediately without any deductions. Bills of exchange and checks shall be accepted by Thief Guard Apps only pursuant to a special agreement between the parties and only if these methods of payment do not give rise to any costs and fees for Thief Guard Apps.

If the Customer defaults in payments, Thief Guard Apps may demand agreed upon or statutory default interest for all past due sums without further notice.

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Payments shall be due immediately without any deductions. Bills of exchange and checks shall be accepted by Thief Guard Apps only pursuant to a special agreement between the parties and only if these methods of payment do not give rise to any costs and fees for Thief Guard Apps.

If the Customer defaults in payments, Thief Guard Apps may demand agreed upon or statutory default interest for all past due sums without further notice.

IF the Customer defaults in payment, then Thief Guard Apps may withhold all deliveries to the Customer, including Updates and Upgrades. Customer should carefully note the consequences of a failure to install Updates/Upgrades, in particular, that the protective function of the Software may be impaired.

The Customer may only set off against claims of Thief Guard Apps if the Customer's particular claims are uncontested or confirmed in a final and binding judgment and only insofar as its counterclaims are based on the same legal relationship between the parties. Customer should carefully note the consequences of a failure to install Updates/Upgrades, in particular, that the protective function of the Software may be impaired. The Customer may only set off against claims of Thief Guard Apps if the Customer's particular claims are uncontested or confirmed in a final and binding judgment and only insofar as its counterclaims are based on the same legal relationship between the parties.



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## **Customer's duties**

Proper use of the Software requires receipt of a Software Key from Thief Guard Apps or one of its authorized Resellers and Customer's installation of all Updates/Upgrades for the respective Software by Customer. If the Customer has not installed the current Updates/Upgrades of Thief Guard Apps, the Software's protection against computer viruses and other Malware may be materially impaired. Installation of the Software and its Updates/Upgrades as well as regular downloading of the full and current Updates/Upgrades shall be the Customer's sole responsibility.

The Customer shall familiarize itself with the key functions of the Software or Service. The Customer shall bear the entire risk as to whether the Software or Service meets the individual requirements and needs of the Customer. The setup of a functional hardware and software environment for the Software or Service shall be the sole responsibility of the Customer. The same shall apply to regular data backup within the Customer's EDP system.

The Customer shall comply with Thief Guard Apps's advice and instructions concerning installation of the Software, the updating thereof by Updates/Upgrades and its operation. The Customer shall regularly consult Thief Guard Apps website ([info@thiefguardbd.com](mailto:info@thiefguardbd.com)) to learn Thief Guard Apps current advice and shall take this into account while operating the Software.

The Customer shall install the Software at its own cost.



This shall also be the case if certain Updates/Upgrades and releases require a new installation of the Software during the License Term. The Customer shall promptly notify Thief Guard Apps of any alleged or potential defects in the Products and/or Services provided. The Customer shall promptly notify Thief Guard Apps of any alleged or potential defects in the Products and/or Services provided. The Customer shall notify Thief Guard Apps without undue delay of any changes to its email address or contact information in order for Thief Guard Apps to be able to send the Customer security-relevant information for the use of the Software or Services. Thief Guard Apps shall not be liable for any damages resulting from Customer's failure to provide such notification. The Customer shall promptly notify Thief Guard Apps of any alleged or potential defects in the Products and/or Services provided. The Customer shall notify Thief Guard Apps without undue delay of any changes to its email address or contact information in order for Thief Guard Apps to be able to send the Customer security-relevant information for the use of the Software or Services. Thief Guard Apps shall not be liable for any damages resulting from Customer's failure to provide such notification.

The Customer shall promptly notify Thief Guard Apps of any alleged or potential defects in the Products and/or Services provided.

The Customer shall notify Thief Guard Apps without undue delay of any changes to its email address or contact information in order for Thief Guard Apps to be able to send the Customer security-relevant information for the use of the Software or Services.

Thief Guard Apps shall not be liable for any damages resulting from Customer's failure to provide such notification.

## **Warranty and Limitations**

Unless expressly agreed otherwise, the Products provided by Thief Guard Apps as well as Thief Guard Apps Services shall reasonably conform to all material product information and specifications provided by Thief Guard Apps, including that in the user handbooks. Thief Guard Apps does not warrant that the Products and Services under the agreement will be fit for any particular purpose. The Customer is advised and understands that, based on the current state of the art, technology program errors cannot be excluded from a Software Product or Service with complete certainty and that it is not possible to develop Software or Services that detect The Customer is advised and understands that, based on the current state of the art, technology program errors cannot be excluded from a Software Product or Service with complete certainty and that it is not possible to develop Software or Services that detect The Customer is advised and understands that, based on the current state of the art, technology program errors cannot be excluded from a Software Product or Service with complete certainty and that it is not possible to develop Software or Services that detect any and all existing viruses or other Malware.

**FAILURE TO INSTALL UPDATES OR UPGRADES AS PROVIDED WILL VOID ANY WARRANTIES HERE UNDER.**



**FAILURE TO INSTALL UPDATES OR UPGRADES AS PROVIDED WILL VOID ANY WARRANTIES HERE UNDER.** Customer agrees and warrants that the Products shall not be used in high risk pursuits that require error-free, permanent operation of systems and in which the failure of the Products may result in harm to an individual's life, body or health or in substantial damage to property or the environment (such as high risk activities and high availability activities, including but not limited to the operation of nuclear facilities, weapon systems, aviation navigation or communication systems, air traffic control, life support systems and equipment, machine and production processes of pharmaceuticals and food production).

Thief Guard Apps does not warrant or guarantee that the Products are fit for use in these, or other, high risk areas. If the Customer is an Entrepreneur and Thief Guard Apps has provided the Customer with the Product pursuant to a perpetual, fully paid license, then defects in the provided Products, shall be rectified by Thief Guard Apps, as follows, provided the Customer has notified Thief Guard Apps of the respective defect promptly Notified errors shall be rectified by Thief Guard Apps choice If the Customer is an Entrepreneur and Thief Guard Apps has provided the Customer with the Product pursuant to a perpetual, fully paid license, then defects in the provided Products, shall be rectified by Thief Guard Apps, as follows, provided the Customer has notified Thief Guard Apps of the respective defect promptly Notified errors shall be rectified by Thief Guard Apps choice through correction of the error ("repair") or provision of an error-free Product ("substitute If the Customer is an Entrepreneur and Thief Guard Apps has provided the Customer with the Product pursuant to a perpetual, fully paid license, then defects in the provided Products, shall be rectified by Thief Guard Apps, as follows, provided the Customer has notified Thief Guard Apps of the respective defect promptly Notified errors shall be rectified by Thief Guard Apps choice through correction of the error ("repair") or provision of an error-free Product ("substitute delivery").

Costs for correction shall be borne by Thief Guard Apps.

If the Customer is an Entrepreneur and Thief Guard Apps has provided the Customer with the Product pursuant to a perpetual, fully paid license, then defects in the provided Products, shall be rectified by Thief Guard Apps, as follows, provided the Customer has notified Thief Guard Apps of the respective defect promptly Notified errors shall be rectified by Thief Guard Apps choice through correction of the error ("repair") or provision of an error-free Product ("substitute delivery"). Costs for correction shall be borne by Thief Guard Apps.

If the defects cannot be corrected within a reasonable period or if repair and substitute delivery fail for other reasons, then the Customer may, at its choice, reduce the Fee paid to Thief Guard Apps pro rata or - if the defects are not immaterial - terminate the agreement. Any damage claims of a Customer or claims for expenses incurred that arise from such defects shall be governed exclusively by clause 11. If Thief Guard Apps has provided a Customer with the Product pursuant to a fully paid license for a specific term, for one year after commencement of the License Term defects in the Product shall be rectified by Thief Guard Apps within a reasonable period after notification of the defect.

The rectification of defects shall be effected, at Thief Guard Apps's choice, by way of repair or substitute delivery, free of charge. If the defects cannot be corrected within a reasonable period



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The rectification of defects shall be effected, at Thief Guard Apps's choice, by way of repair or substitute delivery, free of charge.

The Customer is only entitled to terminate the agreement due to the failure to grant use in accordance with the agreement if Thief Guard Apps has been given sufficient opportunity to rectify the defect and such attempt has failed.

A repair or substitute delivery shall be viewed to have failed only if Thief Guard Apps has been given sufficient opportunity to affect a repair or substitution without achieving the desired result or if the repair or substitution was unjustifiably refused by Thief Guard Apps. If rectification of a defect in the form of repair or subsequent delivery is only possible for Thief Guard Apps at unreasonable expenses, Thief Guard Apps may refuse to rectify the defect and may afford the Customer to its right to rescind or terminate the agreement.

No warranty is provided for Thief Guard Apps Freeware or other Products and/or Services provided by Thief Guard Apps free of charge, except for the operability of the Computer Program hereinafter.

The same shall apply for Thief Guard Apps Shareware, as long as there is no agreement with the Customer for the unconditional provision of a Software Key or Login No warranty is provided for Thief Guard Apps Freeware or other Products and/or Services provided by Thief Guard Apps free of charge, except for the operability of the Computer Program hereinafter. The same shall apply for Thief Guard Apps Shareware, as long as there is no agreement with the Customer for





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The same shall apply for Thief Guard Apps Shareware, as long as there is no agreement with the Customer for the unconditional provision of a Software Key or Login against payment. In no event shall any Customer ever be entitled to access, or demand access to the source code for the Software and/or Managed Services. The Customer shall notify Thief Guard Apps without undue delay if a third party asserts claims against the Customer based on infringement of intellectual property rights by the Product and/or Managed Services.

Should there be any such notification, whether in written documents or correspondence or in other form, the Customer shall provide these to Thief Guard Apps without undue delay.

Thief Guard Apps liability for Customer losses due to such infringement is limited to the cost of the In no event shall any Customer ever be entitled to access, or demand access to the source code for the Software and/or Managed Services.

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If the Customer is an Entrepreneur and the product of Thief Guard Apps is the subject of a perpetual license, the Customer's warranty claims for defects of the product lapse after one year from the commencement of the License Term.

### **Limitation of Liability for damages**



Thief Guard Apps shall only be liable for any of the Customer's damages resulting from grossly negligent or intentional behavior of Thief Guard Apps, and shall be limited to any amounts paid to Thief Guard Apps by Customer during the twelve months immediately preceding the Customer's claim.

If the Products or Services are provided by Thief Guard Apps for a limited period of time, Thief Guard Apps liabilities for defects expire at the time of the termination of the agreement.

The foregoing limitations of liability also apply to all Thief Guard Apps representatives, including but not limited to its directors, legal representatives, employees and other vicarious agents.

Retention of title, transfer by way of security Thief Guard Apps shall retain title in such Product(s) and goods as parts of Services until full payment.

Should the Customer fail to pay, then Thief Guard Apps may demand return of the Product(s). The Terms providing that the Customer acquires no title, including but not limited to the title stipulated in clause 4 above, shall remain unaffected by this clause.

Should the Customer sell the Products and Services provided by Thief Guard Apps before the Customer has itself paid the Fee to Thief Guard Apps, the Customer and Thief Guard Apps agree that the receivables from the resale shall be assigned to Thief Guard Apps.

Should the Products and Services be provided together with other items, the assignment of the receivables shall be limited to the value of Thief Guard Apps Products and Services? Thief Guard Apps may disclose the assignment or demand that the Customer notifies the debtor of such assignment.

The Customer shall formally assign the receivables if still necessary at any time at Thief Guard Apps request.

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Should the Customer fail to pay, then Thief Guard Apps may demand return of the Product(s).

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The Customer shall formally assign the receivables if still necessary at any time at Thief Guard Apps request.

Demand for return of Product by Thief Guard Apps shall not constitute grounds for rescission or termination of the agreement unless Thief Guard Apps expressly advises the Customer thereof.

The Customer's license to use the Products and Services shall lapse upon demand for the return of the Product by Thief Guard Apps. Any and all backup copies made by the Customer for its own use must be returned to Thief Guard Apps or deleted by the Customer.

## **Miscellaneous**

Should any provision of these Terms be or become invalid, ineffective or unenforceable, the remaining provisions of these Terms shall be valid and enforceable.

Any necessary official permits for transports; purchase and use of the Products and Services in the destination country are the Customer's responsibility and shall be paid for by Customer.



## At a Glance

- SMS charges applicable for all SMS notifications, and the SMS charges will be deducted from the registrant mobile number
- No need to keep activate all the features of Thief Guard app at a time. The features should be activated on user demand.
- All the permissions have to be allowed for smooth operation of the app
- Softalogy Limited will not responsible for any malpracticing/missusing with the app by the end users