

TERMS OF USE

These Terms of Use ("Terms") govern your rights and obligations regarding the use of CityCop's Software ("Software") and service (both collectively referred to as the "Service") on the Internet or in cellular media. These Terms constitute a fully binding agreement between CityCop Inc. (including its affiliates and subsidiaries, "CityCop" or "We") the proprietor of all rights in and to the Service, and you. It is therefore recommended that you carefully read these Terms.

By using the CityCop Service, you signify your assent to these Terms; Citycop's [Privacy Policy](#) ("Privacy Policy"); and Citycop's [Copyright Policy](#) ("Copyright Policy") all of which are an integral part of these Terms. If you do not agree to these Terms or any of its parts, then you are prohibited from using the Service and we request that you refrain from doing so.

Key Points

The following key points of the Terms of Use are brought for your convenience only. These key points are not in lieu of the full Terms of Use.

Authorities information prevails. The information provided by the Service is not intended to replace the information provided by authorities such as police, security agencies, etc.

Cautious driving. Always drive vigilantly according to road conditions and in accordance with traffic laws. It is strictly forbidden to send crime alerts while driving. Such alerts may only be sent after you have stopped your vehicle in an appropriate location permitted by law. Alternatively, such alerts may be sent by a passenger other than the driver, provided it does not interfere with the due course of driving and does not distract the driver's attention to the road.

Non-continuous updates. The information provided by the Service originates from other users of the Service. Such information is intrinsically fluctuant and may be inaccurate, incomplete or outdated. CityCop does not provide any warranties to such information's credibility or reliability.

Location-based Service. Some features of the Service utilize GPS and Wi-Fi technology in order to determine your position. These features cannot be provided without utilizing this technology..

Please note: when you are using the Service as an "Anonymous" user, other Users will not see personal information about you other than information regarding when you joined the Service and points BUT CityCop will continue to track your location, zones, alerts and your routes in order to provide the Service. When you are using the Service as an "Anonymous" user an icon representing you will still appear on the map without your personal information other than your driving speed and information regarding when you joined the Service.

The Internet connection is under your responsibility and at your expense. Transmitting and receiving real-time updates to and from the Service, require an online (Wi-Fi or 3G) connection between your cellular device and the Internet. The expenses of such connection are as prescribed by the agreement between you and your communication service provider (such as your cellular company), and according to its applicable terms of payment.

Free Software. The Service, its database, CityCop's trademarks, all are not free-software.

your age. The Service is intended for use by users who are at the legal age permitting to hold a driving license. In any case, accounts of users under the age of 13 years will be cancelled and deleted by CityCop.

Privacy. Your privacy is important to us. While using the Service personally identifiable information regarding You is created, whether actively by You or as a byproduct of Your use of the Service, as detailed in our Privacy Policy at: www.citycop.org/legal/privacy/PrivacyPolicy.pdf The Privacy Policy explains our practices pertaining to the use of Your personally identifiable information and we ask that You read such Privacy Policy carefully. Please note: in order to use the Service, You are not required to provide any personally identifiable information (such as Your name or home address), and You may use the Service and enjoy it anonymously. **When you are using the Service as an "Anonymous" user, other Users will not see personal information about You other than your location, points and information about when You joined the Service BUT CityCop will still allow You to provide personally identifiable information if you choose to do so.** If You do decide to actively disclose such personally identifiable information, You hereby acknowledge and agree that such personally identifiable information will be collected and stored by CityCop, and will be used by us subject to the terms and conditions of the Privacy Policy. Furthermore, the Service allows You to connect your CityCop profile with other social networks (such as Facebook, Twitter and Foursquare) and as a result allows you to share information with such social networks, i.e. collect information from, and transfer information to, such social networks, including personally identifiable information (such as name or profile picture). In this regards, The Service allows You to choose what information, if any, to share with others. You have to exercise personal judgment when connecting with other social networks, knowing that such use may bring about the collection and transfer of personally identifiable information from CityCop to such social networks and vice versa. By accepting these Terms, you hereby acknowledge and agree to the collection, storage and use of personally identifiable information related to you, by CityCop, subject to this section, the Privacy Policy and any applicable laws and regulation.

WHAT IS THE SERVICE

The Service allows citizens to alert other users of the Service about crime related activities. It allows users to set their zones of interest and receive automatic alerts about crime related activities that take place in such areas. The service is provided mainly by the Software.

THE LICENSE

CityCop Service. CityCop hereby grants you a free of charge, non-exclusive, time-limited, non-transferrable, non-sub-licensable, revocable license to use the Service (including the Software) for non-commercial purposes, subject to these Terms.

USING THE SERVICE

You may use the Service solely for private and personal purposes. You must not use the Service commercially. For example, you may not offer to third parties a service of your own that uses the Service; you may not resell the Service, offer it for rent or lease, offer it to the public via communication or integrate it within a service of your own, without the prior written consent of CityCop.

You must not copy, print, save or otherwise use the data from the Site or the Service's database. This clause does not limit the use of the database as intended by the Software and for the purposes of private and personal use of the Service.

When using the Service or the Site you may not engage in scraping, data mining, harvesting, screen scraping, data aggregating, and indexing. You agree that you will not use any robot, spider, scraper or other automated means to access the Site or the Service's database for any purpose without the express written permission of CityCop.

The Software may not be used in any way not expressly permitted by these Terms.

USE RESTRICTIONS

There are certain conducts which are strictly prohibited on the Service. Please read the following restrictions carefully. Your failure to comply with the provisions set forth below may result herein (at CityCop's sole discretion) in the termination of your access to the Service and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Content at the Service and/or Site, in any way or publicly display, perform, or distribute them; (ii) make any use of the Content on any other website or networked computer environment for any purpose, or replicate or copy the Content without CityCop prior written consent; (iii) create a browser or border environment around the Content (no frames or inline linking); (iv) interfere with or violate any third party or other user's right to privacy or other rights, including copyrights and any other intellectual property rights of others, or harvest or collect personally identifiable information about visitors or users of the Service and/or Site without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (v) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including others' copyrights, and other intellectual property rights; (vi) transmit or otherwise make available in connection with the Service and/or Site any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vii) interfere with or disrupt the operation of the Service and/or Site, or the servers or networks that host the Service and/or Site or make the Service and/or Site available, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (viii) sell, license, or exploit for any commercial purposes any use of or access to the Content and/or the Service and/or Site; (ix) frame or mirror any part of the Service and/or Site without CityCop prior express written authorization; (x) create a database by systematically downloading and storing all or any of the Content from the Service and/or Site; (xi) forward any data generated from the Service and/or Site without the prior written consent of CityCop; (xii) transfer or assign your accounts' password, even temporarily, to a third party; (xiii) use the Service and/or Site for any illegal, immoral or unauthorized purpose; (xiv) use the Site, the Service, the Content and/or for non-personal or commercial purposes without CityCop express prior written consent; or (xv) infringe or violate any of the Terms.

REGISTERING TO THE SERVICE

Use of the Service and use of some parts of the CityCop's website (the "Site") require registration.

If you do not wish to register to the Service when installing the Software, you may elect the option "Not now" or "skip". This option creates an anonymous account to be used with your cellular device. Such an account allows you to use the Service anonymously, so that information personally identifying you or your use of the Service will not be seen by other users. However, electing to use the Service anonymously will limit your access to some parts of the Site and any credits you earn while driving, will not be saved.

During your registration, you will be asked to provide information identifying yourself such as: nickname, username, etc. You must provide full, accurate and truthful information. Providing wrongful or erroneous information might prevent you from using the Service and might impede CityCop's ability to contact you. The information you provide during registration will be kept by CityCop. We will not use it in any manner inconsistent with the [Privacy Policy](#).

The nickname you provide during registration will be used to identify you when you use the Software and on the Site. Your nickname may be disclosed and visible to other users of the Service and on the Site when you submit an alert or when you use the chat feature of the Software. If you prefer to remain anonymous, you may apply the appropriate Software option that prevents disclosure of your nickname when using the Service.

Additionally, when registering to the Site, you will be asked to provide a username and password intended to identify you whenever you access "My Control Panel" on the Site. CityCop retains the right to require additional or other methods of identification.

You must keep your account username and password secure in order to prevent their abusive exploitation. Be certain to change your password as frequently as possible and in any case at least once in six months.

TERMINATION OF USE OF THE SERVICE

You may terminate your use of the Service at any time and for whatever reason. You are not obligated to advise CityCop of such termination. If you wish to remove personally identifying details from CityCop's servers, please contact privacy@citycop.org

CityCop retains the right to block your access to the Service and discontinue your use of the Service, at any time and for any reason CityCop deems appropriate, at its sole and absolute discretion. Additionally, We retain the right to share your personal information or information that pertains to you, with appropriate third parties, in the following circumstances:

- If during registration you have intentionally provided wrongful or erroneous information;
- If you engaged in any act that is harmful or may be harmful to CityCop, or any third party, including but not limited to other users, CityCop's suppliers or CityCop's partners;
- If you used or attempted to use the Site or the Service for an illegal act, or an act that is seemingly illegal, or if your use of the Site or the Service allows, facilitates, assists or encourages the commission of such acts;
- If you have violated these Terms;
- If the sharing of information is required to satisfy an order or decree prescribed by a judicial or administrative authority;
- If the sharing of information is required for the purpose of detecting, preventing or otherwise addressing technical issues, security breaches, or instances of suspected wrongdoings of fraudulent nature.

To the extent possible, We will advise you of your account termination.

USER CONTENT

The Service allows all users of the Software to submit and post information and content to other users ("Submissions" or "Content "). For example, crimes alerts such as burglaries, drug related activity, vandalism, homicides, auto thefts, suspects, etc. You assume sole responsibility for your Submissions and for the consequences of posting them.

ALWAYS DRIVE VIGILANTLY ACCORDING TO ROAD CONDITIONS AND IN ACCORDANCE WITH TRAFFIC LAWS. IT IS STRICTLY FORBIDDEN TO SEND ANY CONTENT - INCLUDING CRIME ALERTS WHILE DRIVING. YOUR SUBMISSIONS MAY ONLY BE SENT AFTER YOU HAVE STOPPED YOUR VEHICLE IN AN APPROPRIATE LOCATION PERMITTED BY LAW. ALTERNATIVELY, CONTENT MAY BE SENT BY A PASSENGER OTHER THAN THE DRIVER, PROVIDED IT DOES NOT INTERFERE WITH THE DUE COURSE OF DRIVING AND DOES NOT DISTRACT THE DRIVER.

FORBIDDEN POSTS

It is forbidden to submit Content of a commercial nature (including advertising), unless such posts pertain to CityCop, the Service, or CityCop's products and CityCop has approved them in advance.

When you submit Content to be published by the Service, you must make sure it is lawful. Among others, and for illustrational purposes only, you may not submit -any Content -

- diminishing or infringing proprietary rights of others, including but not limited to copyrights and trademarks;
- Content creating a risk to a person's safety, security or health;
- Content identifying other persons without obtaining their consent to the disclosure of their personally

identifiable information, or pertaining to minors and identifying them, their personal information or their address and contact information;

- Content that is unlawful, defamatory, libelous or invades the privacy of others;
- that is harassing, offensive, threatening or vulgar;
- that is characterized by, or that encourages racism or unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class;
- that encourages conduct that would be considered a criminal offense, or gives rise to civil liability or other lawsuit;
- that promotes pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law or under these Terms;
- that falsely expresses or implies that such content is sponsored or endorsed by CityCop.

CityCop may decline to publish, or immediately delete any Content you submitted, if you have violated these Terms or if you engaged in a commission or omission that is harmful or may be harmful to the Service, its users, CityCop or any of its agents or affiliates. In such cases, CityCop may also prevent you from posting additional Content or granting you access to use the Service. The provisions of this clause are additional to any rights afforded to CityCop by any law.

RIGHTS IN CONTENT

When you submit Content to be published on the Service, you represent and warrant that you own all intellectual property rights in the Content; that you are permitted to publish the Content and to permit CityCop to publish the Content and exploit all intellectual property rights in and to the Submissions. CityCop receives no ownership rights in and to the Content of your Submissions. However, by submitting User Submissions to CityCop, you hereby grant CityCop and the users of the Service an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sublicenseable and transferable license to use, copy, distribute, prepare derivative works, display in public and publicly perform the Content. The license granted to CityCop in and to your Submissions is not limited to personal uses, but also extends to any commercial use, at CityCop's sole and absolute discretion. Other users may only use your Content for non-commercial purposes, unless otherwise permitted in advance in writing by CityCop (for the purpose of which you authorize CityCop to be your agent).

EXAMINATION OF CONTENT

CityCop may examine the Content before or after its publication, prevent publication of inappropriate or otherwise inadequate or erroneous Content, or remove such Content after its publication. CityCop does not normally use its right to monitor Content and does so only in rare cases.

CityCop retains sole discretion to determine which Content will be published, the duration of its publication, its location, design and any other matter pertaining to the publication of Content within the Service. CityCop does not guarantee that all Content will be published, in general or for any limited time.

Content submitted by users for publication does not reflect the views of CityCop. Publishing Content does not warrant its validity, reliability, accuracy, legality or it being up-to-date.

COPYRIGHT

All intellectual property rights in and to the Site, the Service and its database, including copyrights, trademarks, industrial designs, patents and trade secrets – are either exclusive property of CityCop or exclusively licensed to CityCop.

Copying, distributing, publicly displaying, offering to the public via communication, transferring to the public, modifying, adapting, processing, creating derivative works, selling or leasing, any part of the Service, in any manner or means without the prior written consent of CityCop, is strictly forbidden. "CityCop", the CityCop logo, and other trade and/or service marks are property of CityCop and may not be used in any of the aforementioned means.

CityCop may protect the Service by technological means intended to prevent unauthorized use of the Service. You undertake not to circumvent these means. Without derogating CityCop's rights under these Terms or under any applicable law, infringement of the rights in and to the Service will, in and on itself, result in the termination of all your rights under these Terms. In such an event, you must immediately cease any and all uses of the Service, and within your obligations to CityCop, you undertake to do so.

Apple

If you use the Service through an Apple device, then you agree and acknowledge that:

- Apple, Inc. bears no duties or obligations to you under the Terms, including, but not limited to, any obligation to furnish you with Service maintenance and support;
- You will have no claims, and you waive any and all rights and causes of action against Apple with respect to the Service or the Terms, including, but not limited to claims related to maintenance and support, intellectual property infringement, liability, consumer protection, or regulatory or legal conformance;
- Apple and Apple's subsidiaries are third party beneficiaries of the Terms. Upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

Export Control

You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

LIMITATION OF LIABILITY AND WARRANTY

CITYCOP PROVIDES THE SERVICE AND CONTENT INCLUDED THEREIN FOR USE ON AN "AS IS" AND "AS AVAILABLE" BASIS. THEY CANNOT BE CUSTOMIZED TO FULFILL THE NEEDS OF EACH AND EVERY USER. WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, FEATURES, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY.

Additionally and without derogating from the above clause, CityCop disclaims any warranty for the accuracy of the maps provided by Google or any other party, crime alerts and any other data presented in or by the Service. Errors and omissions are inherent to any community-based service that operates on users' posts and on the information provided by them.

You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of the Service and that the use of the Service is entirely at your own risk. You acknowledge that you must observe all traffic laws while using the Service.

CityCop exerts efforts to provide you with a high quality and satisfactory service. However, We do not warrant that the Service will operate in an uninterrupted or error-free manner, or that it will always be available or free from all harmful components, or that it is safe, secured from unauthorized access to CityCop's computers, immune from damages, free of malfunctions, bugs or failures, including, but not limited to hardware failures, Software failures and Software communication failures, originating either in CityCop or any of its providers.

CITYCOP, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE SERVICE, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF OR ANYONE ACTING ON ITS BEHALF, OR FROM YOUR RELIANCE ON THE CONTENT OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, CONTENT ORIGINATING FROM THIRD PARTIES, OR FROM ANY COMMUNICATION WITH THE SERVICE, OR WITH OTHER USERS ON OR THROUGH THE SERVICE, OR FROM ANY DENIAL OR CANCELLATION OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR CONTENT ON THE SERVICE. IN ANY EVENT, YOUR SOLE REMEDY WILL BE LIMITED TO CORRECTING SUCH ERRORS, OR MALFUNCTIONS, AND IN LIGHT OF THE RELEVANT CIRCUMSTANCES.

Additionally and without derogating from the above clause, CityCop will not be liable for any form of liability arising from your reliance on, or in connection with, the use of the content of commercial information posted on the Service. Such information may be presented on the Service maps (such as indications for the locations of establishments, their commercial offers, etc.) or otherwise.

LINKS AND COMMERCIAL INFORMATION IN THE SOFTWARE

CityCop may incorporate in the Service advertisements and/or information of commercial nature. The source of such information may originate from CityCop or from third parties. If such information originates from third parties, CityCop cannot guarantee its reliability or accuracy. It is underscored that the advertising of commercial content by CityCop does not constitute a recommendation or encouragement to procure the goods or services advertised.

Insofar as the Software includes links to services or applications not operated or managed by CityCop, CityCop will not be liable for any form of liability arising from your reliance on, or in connection with, the content of such services and applications or any information provided by them, including but not limited to its completeness, accuracy, correctness or it being up-to-date. CityCop will not be liable for any direct or indirect damage, monetary or otherwise, arising from your use of or your reliance on the content of services you have accessed via links on the Software.

BREACH AND INDEMNITY

Without derogating from any applicable law, you agree to indemnify and hold harmless CityCop and its employees, officers, directors and agents, in the event you have violated these Terms or have operated unlawfully with respect to the Service. Considering that the Service is provided free-of-charge, such indemnity shall cover all expenses, payments, loss, loss of profits or any other damage, direct or indirect, monetary or non-monetary, incurred by CityCop, its employees, officers, directors or agents, including but not limited to legal expenses and attorney fees.

PRIVACY

CityCop respects your privacy during your use of the Software. Our updated privacy policy pertaining to the Software is readily accessible at www.citycop.org/legal/privacy/PrivacyPolicy.pdf and is an integral part of these Terms. Since the privacy policy is subject to periodic updates, it is recommended that you periodically review the policy for updates.

MODIFICATIONS TO THE SERVICE AND SOFTWARE

CityCop may, either partially or in its entirety and without being obligated to provide prior notice – modify, adapt or change the Software, the Service's features, the user interface and design, the extent and availability of the contents in the Service and any other aspect related to the Service. You will have no claim, complaint or demand against CityCop for applying such changes or for failures incidental to such changes.

TERMINATION OF SERVICE

CityCop may, at any time, terminate the provision of the Service in its entirety or any part thereof, temporarily or permanently, at its sole discretion.

MODIFICATIONS OF THESE TERMS

CityCop may modify these Terms from time to time. If fundamental changes are introduced, a notice will be posted in the updated version of the Software as well as on the Service's home page on the Site. Your continued use of the Service after the Terms have been modified signifies your assent to the updated Terms. If you dissent to the updated Terms or to any term within them, you must discontinue all further use of the Software.

GOVERNING LAW AND JURISDICTION

These Terms, the Software and the Service will be governed solely by the governing laws of the Republic of Uruguay, without giving effect to any conflicts of law principles. Any dispute, claim or controversy arising out of, connected with or relating to these Terms, the Software and the Service, will be under the exclusive jurisdiction of the competent court in Uruguay.

LIMITATIONS

Should you desire to file any cause of action against CityCop, arising out of or related to the CityCop Software or Service, you must do so within one (1) year of the day you become aware of the cause of action. Failure to file a lawsuit within the aforementioned timeframe will bring about the permanent barring of the cause of action, and will constitute your complete and final waiving of the lawsuit.

ASSIGNMENT OF RIGHTS

You may not assign or transfer your rights in and to the Service, without the prior written consent of CityCop. CityCop may assign its rights in and to the Service to a third party at its sole and absolute discretion, provided that the third party undertakes CityCop's obligations to you under these Terms.

COMPLETE TERMS

These Terms, together with the policies that are an integral part of these Terms, namely the Privacy Policy and the Copyright Policy, shall all constitute the entire and complete agreement between you and CityCop concerning the CityCop Service. In the event of an inconsistency between these Terms and the synopsis of terms presented to the user during Software installation, these Terms shall prevail.

NO LEGAL RELATIONSHIP

These Terms of Use and the use of the Service, including uploading any data and contents by you onto the Service including CityCop's databases and data do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between the parties hereto. Your use of the Service for your enjoyment and benefit constitutes the sole and sufficient consideration for any contribution you have to the CityCop Service, its contents, maps and any other data.

CONTACT US

You may contact us concerning any question about the Service, through the channels listed on the "About" menu in the Software or through the "Contact Us" page on the Site (web address: help.citycop.org). We will make our best efforts to address your inquiry promptly.

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