

# **Crowd Connected**

## **Mobile App Terms of Use**

Version 2.0  
April 2026

You (the "**End User**" or "**you**") should carefully read the following terms before using any mobile application ("**App**") published by Crowd Connected Ltd ("**CC**"), a company registered in England (number 08417106) with offices at Surrey Technology Centre, Guildford, GU2 7YG. CC's Apps include, but are not limited to: **Sail Indoor Positioning** (a demonstration and testing app for indoor positioning), **Quick Scanner** (a badge pairing app used during hardware deployment), **Smart Map**, (an indoor wayfinding app) and any other mobile applications published by CC from time to time.

These terms are a binding agreement ("**Agreement**") between you and CC. This Agreement governs your use of CC's Apps, which are licensed (not sold) to you. If you download or use an App on behalf of your company or employer, you represent that you are authorised to accept these terms on their behalf, and all references to "you" include your company or employer.

**BY DOWNLOADING, INSTALLING, OR USING ANY CC APP, YOU ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, OR USE THE APP AND DELETE IT FROM YOUR MOBILE DEVICE.**

From time to time, CC may modify these terms. CC will use reasonable efforts to notify you of changes via a prominent notice in the App, associated web pages, or email. CC will publish the updated terms with a new version number and effective date. Continued use of the App after the updated terms come into effect constitutes your acceptance of those updated terms.

## **1. Grant of licence**

1.1 Subject to the terms of this Agreement, CC grants you a limited, non-exclusive, non-transferable, revocable licence to download, install, and use the App on a mobile device owned, operated, or otherwise controlled by you ("**Mobile Device**") strictly in accordance with the App's documentation and any instructions provided within the App.

1.2 The licence granted in clause 1.1 is for your personal or internal business use only. You may not use the App to provide services to third parties unless expressly authorised by CC in writing.

## **2. Restrictions**

2.1 You shall not:

- (a) copy the App, except as expressly permitted by this licence;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements of the App;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the App or any part thereof;
- (d) remove, delete, alter, or obscure any copyright, trademark, or other proprietary rights notices from the App, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the App, or any features or functionality of the App, to any third party for any reason; or
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the App.

## **3. Reservation of rights**

3.1 You acknowledge and agree that the App is provided under licence, and not sold, to you. You do not acquire any ownership interest in the App under this Agreement, or any other

rights thereto other than to use the App in accordance with the licence granted. CC retains its entire right, title, and interest in and to the App, including all copyrights, trademarks, and other intellectual property rights therein.

## 4. Data collection and privacy

4.1 When you download, install, or use the App, CC may collect information about your Mobile Device and about your use of the App. The types of data collected depend on the specific App and the features you use, but may include:

- (a) location data (derived from GPS, Wi-Fi, Bluetooth, or other positioning technologies);
- (b) device identifiers and technical information (device model, operating system, unique device identifiers);
- (c) diagnostic data (sensor readings, signal strength measurements, battery level); and
- (d) usage data (features used, interaction patterns, session duration).

4.2 All personal data CC collects in connection with the App is processed in accordance with the CC Mobile App Privacy Policy (available within the App and at <https://crowdconnected.com/app-privacy-policy>). By downloading, installing, and using the App, you acknowledge that you have read and understood the Privacy Policy.

4.3 Where the App collects location data, CC will request your consent through the App before activating location data collection. You may withdraw consent at any time through the App settings or your Mobile Device's operating system settings.

4.4 CC may collect certain non-personal diagnostic data to review, evaluate, and improve the App and CC's positioning technology. Where diagnostic data is collected, it is processed in anonymised or aggregated form and cannot be used to identify you personally.

4.5 Where you use the App in connection with a service provided by a third party (for example, an event organiser or venue operator), that third party may act as the data controller for location data collected through the App. In such cases, CC acts as a data processor on behalf of that third party. Please refer to the third party's privacy notice for information about how they use your data.

## 5. Third-party content

5.1 The App may display content provided by a third party ("**Third-Party Content**"), for example, a map, a floorplan, or event information. You acknowledge and agree that:

- (a) CC is not responsible for Third-Party Content, including its accuracy, completeness, validity, copyright compliance, quality, or any other aspect thereof. Accordingly, CC does not have any liability to you for any Third-Party Content; and
- (b) your access to and use of any Third-Party Content may be subject to your acceptance of terms and conditions governing the use of that content, as notified to you by the provider. Your failure to accept such terms may restrict your access to certain features of the App.

## 6. Updates

6.1 From time to time CC may, in its sole discretion, provide updates to the App, including upgrades, bug fixes, patches, other error corrections, and new features (collectively, "Updates"). You acknowledge and agree that CC has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

6.2 Based on your Mobile Device settings, the App may automatically download and install Updates when your device is connected to the internet. You should keep the App updated to the latest version to benefit from improvements and security patches.

6.3 All Updates are deemed part of the App and subject to the terms of this Agreement.

## 7. Term and termination

7.1 This Agreement commences when you download or install the App and continues until terminated.

7.2 You may terminate this Agreement at any time by deleting the App and all copies thereof from your Mobile Device(s).

7.3 CC may terminate this Agreement at any time without notice if CC ceases to support the App. In addition, this Agreement will terminate immediately and automatically if you breach any term of this Agreement.

7.4 Upon termination:

- (a) all rights granted to you under this Agreement will terminate; and
- (b) you must cease all use of the App and delete all copies from your Mobile Device(s).

7.5 Termination will not limit any of CC's rights or remedies at law or in equity.

7.6 Sections 2 (Restrictions), 3 (Reservation of Rights), 8 (Disclaimer), 9 (Limitation of Liability), 10 (Indemnification), and 12 (Governing Law) shall survive termination of this Agreement.

## 8. Disclaimer

**8.1 THE APP IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CC EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

8.2 CC does not warrant that the App will meet your requirements, achieve any intended results, be compatible with any other software or systems, operate without interruption, meet any performance or reliability standards, or be error-free.

8.3 Where the App provides location-based information and wayfinding guidance, it is as an aid only. CC does not guarantee the accuracy of any positioning, navigation, or wayfinding information provided by the App. You should not rely solely on the App for safety-critical navigation or in situations where inaccurate positioning could result in harm.

8.4 Some jurisdictions do not allow the exclusion of or limitations on implied warranties, so some or all of the exclusions in this section 8 may not apply to you.

## 9. Limitation of liability

9.1 Nothing in this Agreement shall limit or exclude CC's liability for:

- (a) death or personal injury caused by its negligence or that of its employees, agents, or sub-contractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability that cannot be limited or excluded by applicable law.

9.2 Subject to clause 9.1, CC shall not have any liability arising from or related to your use of or inability to use the App for any property damage, loss of profits, cost of substitute goods or services, loss of data, loss of goodwill, business interruption, computer failure or malfunction, or any indirect, special, incidental, or consequential damages of any kind.

9.3 Subject to clauses 9.1 and 9.2, CC's total aggregate liability arising out of or in connection with this Agreement shall not exceed fifty pounds sterling (GBP 50).

## **10. Indemnification**

10.1 You agree to indemnify, defend, and hold harmless CC and its directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, costs, or expenses (including reasonable legal fees) arising from or relating to your use or misuse of the App or your breach of this Agreement.

## **11. App store terms**

11.1 You acknowledge that this Agreement is between you and CC only, and not with any app store provider (such as Apple Inc. or Google LLC). CC, not the app store provider, is solely responsible for the App and its content.

11.2 Your use of the App must comply with the applicable app store's terms of service.

11.3 The app store provider has no obligation to provide any maintenance or support services with respect to the App.

11.4 In the event of any failure of the App to conform to any applicable warranty, you may notify the app store provider, and the app store provider may refund the purchase price (if any) for the App. To the maximum extent permitted by applicable law, the app store provider has no other warranty obligation with respect to the App.

11.5 The app store provider is not responsible for addressing any claims by you or any third party relating to the App, including product liability claims, any claim that the App fails to conform to any applicable legal or regulatory requirement, and claims arising under consumer protection or similar legislation.

11.6 In the event of any third-party claim that the App infringes a third party's intellectual property rights, CC, not the app store provider, will be solely responsible for the investigation, defence, settlement, and discharge of any such claim.

11.7 The app store provider and its subsidiaries are third-party beneficiaries of this Agreement. Upon your acceptance of this Agreement, the app store provider will have the right to enforce this Agreement against you as a third-party beneficiary.

## **12. General provisions**

12.1 **Waiver.** No waiver by either party of any breach shall be considered a waiver of any subsequent breach of the same or any other provision.

12.2 **Severability.** If any provision of this Agreement is held to be unenforceable, that provision shall be limited to the minimum extent necessary so that this Agreement otherwise remains in effect.

12.3 **Notices.** Any notice under this Agreement will be by email or comparable means of communication to the contact details given in writing by either party to the other.

12.4 **No partnership.** Nothing in this Agreement creates a partnership between the parties or authorises either party to act as agent for the other.

12.5 Entire agreement. This Agreement, together with the CC Mobile App Privacy Policy, is the complete and exclusive statement of the agreement between the parties relating to the App and supersedes all previous agreements on the subject.

12.6 Governing law. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts.

For questions about these terms, please contact: [legal@crowdconnected.com](mailto:legal@crowdconnected.com)