

Terms of Use

mySOS-App

MOTEC-DATA GmbH

As of June 2026

§ 1 Scope and Contracting Parties

These Terms of Use govern the use of the mySOS mobile application (hereinafter the 'mySOS App') between the user and the provider. They apply to all natural persons who download, install or use the mySOS App (hereinafter 'Users'). The Terms of Use must be read carefully before using the mySOS App and are available in their current version within the mySOS App under Settings / Legal Information / Terms of Use.

The currently valid Privacy Policy is not part of these Terms of Use. It is available within the mySOS app under Settings / Legal Matters and must be observed separately.

The mySOS app can be downloaded for Android devices via the Google Play Store. Google's Terms of Service and guidelines apply to the download and use of the Google Play Store. These apply exclusively to the relationship between the user and Google and do not establish any contractual relationship between the user and the provider. These Terms of Use apply exclusively to the contractual relationship between the user and the provider.

If users have any questions, they may use the contact form provided in the mySOS app or contact kontakt@motec-data.de by email.

The mySOS app is provided by:

MOTEC-DATA GmbH

Odenwaldstrasse 36

69239 Neckarsteinach

Germany

E-Mail: kontakt@motec-data.de

Website: <https://www.motec-data.de>

By downloading, installing or using the mySOS app, you agree to these terms of use. If you do not agree, you must not use the mySOS app.

§ 2 Subject matter of the licence agreement / Functions of the mySOS app

The subject of this licence agreement is the provision of the mySOS mobile emergency assistance app. The app is designed to enable users to request help quickly in emergency situations and to automatically notify designated contacts. Depending on the subscription model selected, the following features are available:

2.1 SOS Alarm / Emergency Call (all versions)

The mySOS app allows users to trigger an emergency call or SOS alert at the touch of a button. This alert immediately and automatically notifies the designated emergency contacts of the emergency situation, including the user's current GPS location.

2.2 GPS location tracking (all versions)

In the event of an alarm, the mySOS app determines the user's current geographical location via the device's GPS module and automatically sends this information to the saved emergency contacts. This functionality is affected by the quality of the GNSS module in the device being used, weather conditions and geographical factors, and cannot be guaranteed by the provider.

The user is required to consent to the tracking of their mobile device. Without this consent, it is not possible to use the mySOS app to its full extent. The user must also ensure that any operating system features designed to prevent accurate tracking are disabled. GPS location data is collected only in the event of an alarm.

2.3 Notification of designated representatives (all versions)

Users can pre-register trusted contacts (e.g. family members, friends) in the mySOS app. In the event of an alarm, these contacts will automatically receive a notification via phone call and/or email, including the user's current GPS location details.

2.4 Time limit (all versions)

The mySOS app features a timer alarm function that users can customise. Once the set time has elapsed, the user first receives a pre-alarm notification on their device. If the user does not acknowledge this pre-alarm within 45 seconds, the mySOS app automatically triggers a full emergency alert and notifies the designated emergency contacts. This feature is particularly useful for personal safety when working alone, playing sport or engaging in other high-risk activities.

2.5 Fall, inactivity and position alerts (Pro subscription)

Depending on the subscription plan you have chosen, automatic movement alerts can also be enabled. The mySOS app uses the device's sensors to detect unnatural movement patterns or unusual restlessness and, in such cases, triggers an alarm automatically. This feature includes, in particular:

- Fall detection: An alarm is triggered if the user is detected to have fallen.
- Inactivity alert: An alert triggered by an unusually long period of inactivity.
- Position alarm: An alarm triggered by an unnatural or persistently unchanged body position.

The availability of this feature depends on the subscription plan you have chosen and the compatibility of the device you are using.

2.6 Scope of the service

During registration, new users are offered a 30-day free trial of the mySOS app for one-time use. The free trial is intended solely for the purpose of trying out the mySOS app without obligation. The free trial may only be used once per user account and per user. There is no entitlement to a further free trial period, in particular not in the event of re-registration or the use of a further user account by the same user. Once the trial period has expired, a paid subscription is required for continued use of the mySOS app.

The mySOS app is divided into a Basic subscription and an enhanced Pro subscription. The Basic subscription includes the core features of the mySOS app. The Pro subscription extends this to include additional features as set out in Section 2.5. The current scope of features is displayed within the mySOS app and may be adjusted as part of technical or functional developments, provided that this does not significantly impair the overall nature of the service as contractually agreed.

§ 3 Conclusion of the contract, use of the mySOS app, and the user's rights and obligations

To use the mySOS app, you must install it after downloading it from the Google Play Store. During the initial setup process, the user must accept these Terms of Use and the Privacy Policy. The contractual relationship between the provider and the user comes into effect upon acceptance of these Terms of Use.

When using the app, the user is obliged to comply with the applicable laws of the Federal Republic of Germany and these Terms of Use. The mySOS app may be used by individuals aged 16 and over. Persons under the age of 18 require the express consent of their legal guardians.

The user undertakes to:

- to use the mySOS app solely for its intended purpose (emergency communication),
- not to trigger any malicious or frivolous false alarms,
- to inform the designated representatives about their role and how to use the mySOS app, and to obtain their consent,
- not to use the mySOS app for unlawful purposes.

All content provided in connection with the use of the mySOS app, in particular copyrights, trademarks, domains, logos, images, symbols and other files, is legally protected and is the property of the provider or the respective authorised rights holders. The user is granted only a simple, non-transferable and non-exclusive right to use the content within the scope of the intended use of the mySOS app. The user is prohibited from modifying, decompiling or otherwise altering the mySOS app.

The rights to any information entered by the user into the mySOS app or stored in the user account remain with the user. The provider is granted only the rights of use necessary for the provision of the mySOS app.

§ 4 Important information regarding use / Disclaimer

4.1 Purpose of the mySOS app / Not a substitute for emergency services

The mySOS app is intended solely to provide technical support for the transmission of emergency information and the triggering of user actions (e.g. location sharing or notifications). It does not replace official emergency numbers (e.g. 110, 112) or professional emergency call centres, medical, police or other rescue and emergency services. In life-threatening situations, you should always contact the relevant emergency services directly.

4.2 Technical dependencies and availability

The availability and functionality of the mySOS app depend on various technical factors over which the provider has no control. These include, in particular, a working internet or mobile network connection, GPS reception, the functionality of the end device, the operating system settings, and the availability of third-party systems. The provider accepts no liability for service failures resulting from a lack of network coverage, technical faults, defects in the end device, or uninstalled mySOS app updates. The user is obliged to install available updates promptly to ensure trouble-free use.

Furthermore, the provider shall not be liable if the user's location could not be determined, or could not be determined correctly, because the device is not connected to the internet or because of other external circumstances that are neither typical of the contract nor foreseeable and for which the provider is not responsible.

4.3 No guarantee regarding the transmission and receipt of emergency messages

The provider does not guarantee that emergency notifications will be transmitted or received at all times, in full or without delay. Furthermore, notifications to trusted contacts will only be reliable if they are correctly entered in the mySOS app and their devices are ready to receive messages. In particular, the provider shall not be liable for ensuring that a notification is sent in good time in an emergency or that it is received or acted upon by third parties (e.g. contacts, emergency services or third-party systems).

4.4 Liability provisions

You use the mySOS app at your own risk.

The provider shall be liable without limitation for any damage caused intentionally or through gross negligence by the provider, its legal representatives or vicarious agents.

In cases of slight negligence, the provider shall only be liable in the event of a breach of fundamental contractual obligations (so-called cardinal obligations). Cardinal obligations are those obligations which are essential to the proper performance of the contract, the fulfilment of which characterises the contract, and on the fulfilment of which the user may reasonably rely. In such cases, liability is limited to foreseeable damage typical for this type of contract.

No exclusion of liability applies to damages resulting from injury to life, limb or health, regardless of the degree of fault on the part of the provider, its legal representatives or vicarious agents.

The provisions of the Product Liability Act and other mandatory statutory grounds for liability remain unaffected.

§ 5 Registration and user account

5.1 Registration requirement

To use the mySOS app, you must first set up a personal user account. Anonymous use is not possible. Registration is free and can be done in the following ways:

- **Google account (single sign-on):** Users can register and log in using an existing Google account. The data required for login is transmitted via Google authentication. Google's privacy policy also applies.
- **Email registration:** Alternatively, users can register using a valid email address and a password of their choice.

5.2 Verification during registration

To create a user account, the user must authenticate themselves. Registration can be completed either by providing an email address or via the “Google Sign-In” authentication service.

When registering via email address, a confirmation message is sent to the email address provided. Registration is only considered complete once the email address has been successfully confirmed.

When using “Google Sign-In”, authentication takes place exclusively via the external authentication service provided by Google Ireland Limited or the relevant Google entity. Google provides this service independently of the provider and is solely responsible for its technical implementation, security, functionality, availability and any changes or restrictions to the authentication process. The provider has no influence over the operation, functioning or decisions of this service. Google’s terms of service and privacy policy may also apply to the use of “Google Sign-In”.

The provider shall not be liable for any restrictions, delays or failed authentication attempts resulting from disruptions to email services, network connections or Google’s systems that are beyond the provider’s control.

The provider reserves the right to refuse registrations or restrict user accounts if there are specific grounds for believing that the service is being used in an abusive, unlawful or unauthorised manner.

5.3 User obligations upon registration

The user is obliged to:

- to provide truthful, complete and up-to-date information when registering,
- The user is responsible for providing a valid and accessible email address and for keeping it up to date. The user shall bear the consequences of any confirmation or notification emails that cannot be delivered due to an incomplete or incorrect address.
- to keep their login details (email address, password, mobile phone number) confidential and to protect them from access by third parties,
- to notify the provider immediately if unauthorised access to the account is suspected,
- not to use someone else’s identity or provide false information when registering.

Only one user account is permitted per person. Transferring a user account to a third party is not permitted.

5.4 Account suspension and deletion

The provider has a legitimate interest in providing users with a reliable emergency call service. In order to prevent misuse of the mySOS app and the resulting restrictions on the functionality and availability of the system, the provider reserves the right to temporarily suspend or permanently delete a user account if there are reasonable grounds to believe that:

- the user account has been used without authorisation,
- an attempt is made to gain unauthorised access to the mySOS app or the underlying server systems from the user account, for example by using proprietary software (e.g. hacking), or
- the user account is found to be in material breach of these Terms of Use.

The user will be notified of any suspension or deletion of their account, provided this is technically feasible and legally permissible.

The user may delete their account themselves at any time. Once the account has been deleted, the user’s personal data will be deleted or blocked in accordance with the provisions of the privacy policy.

§ 6 Changes and availability of the mySOS app

6.1 Scope of functions and right to make changes

The mySOS app is made available to the user in its current version. No agreement is made regarding the specific features of the app. The provider is entitled to modify the mySOS app and the features it contains at

any time, to remove individual features in whole or in part, or to add additional features to the mySOS app. The user has no right to the retention of specific functions or other features of the mySOS app.

6.2 Changes to the Terms of Use

The provider reserves the right to amend these Terms of Use with future effect, provided there is a valid reason for doing so. Valid reasons include, in particular, technical developments to the mySOS app, compliance with legal or regulatory requirements, improvements to security, and changes to the functions and services offered.

Users will be notified of any changes to the Terms of Use in good time before they come into effect via a notification in the mySOS app and/or by email.

The amended Terms of Use shall be deemed to have been accepted if the user continues to use the mySOS app after the changes come into effect and does not object to the changes within the specified time limit. The user will be specifically informed of this in the notification of the changes.

If the user objects to the changes, the provider is entitled to terminate the user agreement with effect from the date on which the changes come into force. The user is free to stop using the mySOS app and delete their user account at any time.

6.3 Availability of the mySOS app

The Provider makes no commitment regarding any specific availability or performance levels of the mySOS app. The Provider regularly implements and reviews appropriate measures to minimise disruptions and limitations to the functionality of the mySOS app.

Should technical faults or maintenance work nevertheless occur, the mySOS app may be temporarily restricted or unavailable. In such cases, users will be notified – where technically possible – via the mySOS app or by email that it is currently not possible to make an emergency call via the mySOS app. In such situations, the user is obliged to contact the relevant emergency services directly (e.g. 110, 112) or to take other safety measures – such as organisational measures.

§ 7 Subscription model, prices and payments

7.1 Available subscription plans

The provider offers the following subscription options:

7.1.1 mySOS Basic Subscription The basic subscription can be paid for either monthly or annually. If you opt for annual billing, the provider offers a discount compared to monthly billing.

7.1.2 mySOS Pro subscription In addition to the features included in the Basic subscription, the Pro subscription includes the enhanced features set out in Section 2.5 and can also be paid for on a monthly or annual basis. If paid for annually, the provider offers a price advantage compared to monthly billing.

7.2 Prices

The current prices for all subscription plans and billing periods are displayed to the user in the Google Play Store before they take out a subscription. All prices are gross prices and include VAT.

7.3 Commencement, term and automatic renewal

Subscriptions are processed via the Google Play Store's billing system. By taking out a subscription, the user agrees to the payment terms and conditions applicable there. The subscription is automatically renewed for the selected billing period (monthly or annually), unless it is cancelled in good time before the next renewal date.

7.4 Payment

Payment is made via the payment method the user has on file with the Google Play Store. The amount due is automatically debited at the start of each new billing period.

7.5 Price changes

The Provider reserves the right to expand or modify the scope of functions of the **mySOS** app at any time, or to discontinue individual functions. Price adjustments and significant changes to the scope of services will be communicated to the user in writing (by email) in good time, and in any event at least 30 days before they come into effect. The notification shall expressly draw the user's attention to the significance of their silence and their right to object. If the user does not object to the change within this period, the change shall be deemed to have been accepted.

7.6 Cancelling subscriptions via the Google Play Store

If a paid subscription is taken out via the Google Play Store, the subscription can only be managed and cancelled via the user's Google account in the Google Play Store. In particular, the subscription can be cancelled in the Google Play Store app under 'Payments and subscriptions' -> 'Subscriptions'.

Unless otherwise provided for by law, notice of termination takes effect at the end of the current billing period. Access to the paid features will remain available until the end of the period for which payment has already been made.

Simply uninstalling the **mySOS** app does not automatically cancel your subscription. You must cancel your subscription separately via the Google Play Store.

Additional legal provisions may apply to users residing in Germany. For subscriptions with a term of more than one month, under certain conditions, you may have the right to terminate the subscription early and receive a pro-rata refund for the unused period. In this regard, the applicable Terms of Service and policies of Google Play, as well as the mandatory provisions of German consumer law, shall apply.

7.7 Right of withdrawal

As a consumer, the user is entitled to a statutory right of withdrawal in accordance with Section 355 of the German Civil Code (BGB) upon taking out a subscription. The withdrawal period is 14 days from the date the contract is concluded. To exercise this right of withdrawal, the user must inform the provider of their decision to withdraw from the contract by means of a clear statement. The right of withdrawal expires prematurely in accordance with Section 356(4) of the German Civil Code (BGB) if the user has expressly agreed that the provider may commence performance of the contract before the expiry of the withdrawal period, and the user has confirmed that by giving this consent they forfeit their right of withdrawal.

Before the contract is concluded, the user will be informed separately of their right of withdrawal and the conditions under which this right may lapse prematurely.

The 30-day free trial is a voluntary service offered by the provider as part of the subscription. Once the trial period has ended, the subscription becomes a paid service unless it has been cancelled or revoked in good time.

7.8 Failed payments / Late payments on subscriptions

All payments for subscriptions taken out via the Google Play Store are processed exclusively by Google Play as the payment service provider. The provider is not involved in the payment process and has no influence over the payment processing. In the event of failed renewal payments, Google Play alone decides on further payment attempts, grace periods, restrictions on access and any termination of the subscription.

§ 8 Warranty

The mySOS app is provided in the version available at the time of download. The provider does not guarantee the uninterrupted availability of individual features of the mySOS app. Further provisions regarding liability and availability are set out in Section 4 of these Terms of Use.

§ 9 Governing law and jurisdiction

The law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the user is a consumer within the meaning of Section 13 of the German Civil Code (BGB), the statutory provisions regarding the place of jurisdiction shall apply. If the user is a business within the meaning of Section 14 of the German Civil Code (BGB), the exclusive place of jurisdiction shall be the provider's registered office, insofar as this is permitted by law.

§ 10 Severability clause

Should any provision of these Terms of Use be or become invalid, void or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that comes as close as legally permissible to the economic purpose of the original provision. The same shall apply in the event of any omission.