

Ally Mobile App Terms and Conditions

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING THIS SOFTWARE (“ALLY MOBILE APP”).

YOUR USE OF THIS ALLY MOBILE APP IS PART OF YOUR PARTICIPATION IN A VICTIM NOTIFICATION PROGRAM (“PROGRAM”). THE TERMS OF YOUR PARTICIPATION IN THE PROGRAM (“PROGRAM TERMS”) ARE BETWEEN YOU AND AN AGENCY OR OTHER THIRD PARTY AND NOT WITH ALCOHOL MONITORING SYSTEMS, INC. d/b/a “SCRAM SYSTEMS”. YOUR FAILURE TO STRICTLY FOLLOW THE PROGRAM TERMS AND TO PROPERLY INSTALL AND USE THIS APP IN ACCORDANCE WITH THE INSTRUCTIONS COULD ENDANGER YOUR SAFETY. THE ALLY MOBILE APP IS NOT A SUBSTITUTE FOR REMAINING VIGILANT TO PROTECT YOUR PERSONAL SAFETY. THE ALLY MOBILE APP IS A TOOL DESIGNED TO ASSIST IN YOUR PERSONAL SAFETY BUT CAN NOT BE SOLELY RESPONSIBLE FOR MAINTAINING YOUR PERSONAL SAFETY.

BY INSTALLING THE ALLY MOBILE APP, YOU AGREE TO THE VICTIM NOTIFICATION PROGRAM TERMS, CONSENT TO THE COLLECTION AND USE OF YOUR PERSONAL INFORMATION AND AGREE TO THE LICENCE TERMS OF THE ALLY MOBILE APP SPECIFIED BELOW (THE “AGREEMENT”). THIS ALLY MOBILE APP IS PROPRIETARY SOFTWARE OF SCRAM SYSTEMS. YOU MUST ACKNOWLEDGE AND AGREE TO THESE TERMS IN ORDER TO LOG IN AND USE THE ALLY MOBILE APP.

1. YOUR USE OF ALLY MOBILE APP

INSTALLATION AND USE OF ALLY MOBILE APP. IN ORDER FOR YOU TO RECEIVE NOTIFICATIONS FROM THE ALLY APP, YOU MUST PROPERLY INSTALL THE ALLY MOBILE APP AND KEEP IT INSTALLED FOR THE DURATION OF THE PROGRAM.

YOU MUST:

- (a) provide or use a smartphone or comparable mobile device with a supported Android or Apple iOS operating system with WiFi and cellular data enabled;
- (b) allow notifications when installing the Ally Mobile App, and always allow notifications for the Ally Mobile App for the duration of the Program by enabling push notifications;
- (c) configure the notifications for the Ally Mobile App to include sounds, show on locked screen, show in history, and show as persistent banners for the duration of the Program;
- (d) enable location services and always allow location access for the Ally Mobile App;
- (e) enable the dialer to manage phone calls;
- (f) enable physical activity to detect movement;
- (g) keep your mobile device with the installed Ally Mobile App on it charged at all times and respond immediately to “Low Battery” alerts received from the app;
- (h) enable cellular data and remain in range of cellular communication, unless you are connected to WiFi;
- i) immediately re-install the Ally Mobile App in the event that you must replace your mobile device or use an alternate mobile device, and you further agree to immediately notify your case manager or other designated contact person of the need to replace your mobile device;

(j) immediately update your contact information with the agency or other third party if it changes; and

k) never tamper with, install software or perform any activities on your mobile device which may interfere with the proper functioning of the Ally Mobile App, including but not limited to logging out or changing or obstructing the mobile device's location services and/or push notifications.

THE TIMELY RECEIPT AND/OR ACCURACY OF ALERTS FROM THE ALLY MOBILE APP ARE DEPENDENT UPON:

(A) THE CONTINUED OPERATION AND CONNECTION OF YOUR MOBILE DEVICE TO AN ACTIVE NETWORK AT ALL TIMES;

(B) YOUR COMPLIANCE WITH REQUIREMENTS (a) THROUGH (k) ABOVE;

(C) THE FULL COMPLIANCE OF THE OFFENDER WITH THE REQUIREMENTS OF HIS/HER GPS LOCATION MONITORING PROGRAM INCLUDING, BUT NOT LIMITED TO, THE OFFENDER NOT TAMPERING WITH OR REMOVING HIS/HER DEVICE;

(D) THE PROPER SET UP AND MAINTENANCE IN THE SYSTEM BY THE AGENCY OF ALL ZONES, SCHEDULES AND VICTIM INFORMATION FOR THE OFFENDER; AND

(E) THE OFFENDER'S GPS BRACELET BEING "ACTIVE" SO THAT NOTIFICATIONS CAN BE SENT TO THE ALLY MOBILE APP.

SCRAM SYSTEMS IS NOT RESPONSIBLE OR LIABLE TO YOU IF THE ALLY MOBILE APP DOES NOT PROVIDE TIMELY OR ACCURATE NOTIFICATIONS OR ALERTS DUE TO A FAILURE OF A, B C D OR E.

2. CONSENT TO THE COLLECTION AND USE OF YOUR PERSONAL INFORMATION BY SCRAM SYSTEMS:

COLLECTION AND USE OF INFORMATION AND PURPOSE. The Ally Mobile App collects personal identification information from you upon your enrollment in the Program and utilizes your mobile device's native location services to track your geographical location. The purpose of the collection and use of the information obtained from the Ally Mobile App is to provide you with the location and other alerts regarding a specific offender. Identification information you provide will be used by SCRAM Systems, its subsidiaries, contracting agencies, and providers for the purpose of providing these alerts. SCRAM Systems will not use or disclose your personal identification information for any other purpose without your consent.

RETENTION AND DESTRUCTION OF PERSONAL IDENTIFICATION INFORMATION. SCRAM Systems will retain all personal identification and geographical location information obtained from you in a manner consistent with federal and state laws. SCRAM Systems will destroy your personal identification and geographical location information when it is no longer required a) as a part of your participation in the Program or b) to document SCRAM Systems' performance of such monitoring in furtherance of its legal obligations or to resolve disputes, whichever is longer, or unless another retention timeframe is required by law.

CONSENT TO THE COLLECTION AND USE OF PERSONAL IDENTIFICATION INFORMATION. SCRAM Systems will collect and use your personal identification and geographical location information during the period you are participating in the Program, and you hereby consent to the collection and use of this information by SCRAM Systems.

CONSENT TO RETENTION AND DESTRUCTION. SCRAM Systems will retain and destroy your personal identification and geographical location information as stated above and you hereby consent to this retention and destruction and waive any rights you may have to request destruction of your personal identification and geographical location information during this timeframe.

SCRAM SYSTEMS PRIVACY POLICY: The following link further details SCRAM Systems' Privacy Policy and provides information about how SCRAM Systems looks after your personal data when you use the Ally Mobile App, and about your privacy rights and how the law protects you <https://www.scramsystems.com/privacy-policy/>

CONSENT TO USE OF MOBILE APP DATA. In addition, you agree that SCRAM Systems may collect and use technical data that is gathered periodically to facilitate the provision of software updates, product support, and other services to you and which SCRAM Systems may use to improve its products or services, so long as it is not used in a form that will personally identify you.

3. ALLY MOBILE APP LICENCE TERMS:

LICENSE TO USE ALLY MOBILE APP. Under this Agreement, you are granted a non-transferable, non-exclusive limited license to install and use the Ally Mobile App solely for the purpose of your participation in the Program. You, and no one else, are permitted to use the Ally Mobile App and you may not install or use a copy of the Ally Mobile App on a mobile device that is not owned or controlled by you. All copyrights, patents, trademarks, trade secrets and other intellectual property rights associated with the Ally Mobile App are and shall remain the property of SCRAM Systems. All rights in and to the Ally Mobile App not expressly granted in this Agreement are hereby reserved and retained by SCRAM Systems.

USAGE RESTRICTIONS. You will not (a) load the Ally Mobile App on more than one device (b) tamper with the security of the Ally Mobile App; (c) access data through the use of the Ally Mobile App which is not intended for you; (d) log into a server or account through the Ally Mobile App for which you are not authorized; (e) modify, adapt, alter, translate, or create derivative works of the Ally Mobile App; (f) license, sublicense, sell, resell, transfer, distribute or otherwise transfer or commercially exploit the Ally Mobile App; (g) make the Ally Mobile App available to any third party; (h) remove, modify, or obscure any copyright, trademark, patent or other proprietary notice that appears on the Ally Mobile App; (i) make the Ally Mobile App available over a network or other environment permitting access or use by multiple mobile devices; (j) create any link to the Ally Mobile App or frame or mirror any content contained or accessible from the Ally Mobile App; (k) use the Ally Mobile App for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by SCRAM Systems; or (l) reverse engineer, remanufacture, decompile, disassemble, or otherwise attempt, in whole or in part, to derive the source code for or to decrypt the Ally Mobile App. You will use the Ally Mobile App only in accordance with any available User Guides and applicable laws and government regulations. SCRAM Systems shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable license to use or incorporate into the Ally Mobile App or other SCRAM Systems software any suggestions, enhancement requests, recommendations or other feedback provided by you and you waive any confidentiality or privacy restrictions that may otherwise apply to your suggestions, enhancement requests, recommendations or other feedback.

DEACTIVATION OR SUSPENSION. SCRAM Systems reserves the right to deactivate or suspend your access to the Ally Mobile App if such you are found or are reasonably suspected to be using your use of or access to the Ally Mobile App (i) in violation of the terms of this Agreement or (ii) to facilitate illegal, abusive or unethical activities including pornography, obscenity, violations of law or privacy, hacking, computer viruses, or any harassing or harmful materials or uses.

TERM AND TERMINATION. YOUR LICENSE AND RIGHT TO USE THE ALLY MOBILE APP UNDER THE TERMS OF THE AGREEMENT WILL CONTINUE UNTIL YOUR ACCESS IS TERMINATED BY SCRAM SYSTEMS BASED ON (I) YOUR TERMINATION AS AN AUTHORIZED USER UNDER THE TERMS OF THE PROGRAM OR (II) YOUR VIOLATION OF THE TERMS OF THIS AGREEMENT. THE "USAGE RESTRICTIONS" ABOVE SHALL SURVIVE TERMINATION OF THE AGREEMENT TO THE EXTENT THAT A COPY OF THE ALLY MOBILE APP REMAINS ON ANY OF YOUR MOBILE DEVICES.

4. GENERAL TERMS:

NO WARRANTIES; NO LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, SCRAM SYSTEMS MAKES NO WARRANTIES DIRECTLY TO YOU OF ANY KIND, WHETHER EXPRESS, IMPLIED,

STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, COURSE OF PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCRAM SYSTEMS DISCLAIMS ALL LIABILITY OF ANY KIND TO YOU, WHETHER IN CONTRACT OR TORT, WITH REGARD TO YOUR DOWNLOAD AND USE OF THE ALLY MOBILE APP AND YOUR PARTICIPATION IN THE PROGRAM. THIS LIMITATION MAY NOT APPLY IN CERTAIN JURISDICTIONS THAT DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.

OTHER COSTS. MESSAGE AND CELLULAR DATA RATES MAY APPLY WHEN WIFI ACCESS IS UNAVAILABLE FOR THE USE OF THE ALLY MOBILE APP. SCRAM SYSTEMS IS NOT RESPONSIBLE FOR ANY RESULTING COSTS INCURRED AS A RESULT OF SUCH USE.

EXPORT OF ALLY MOBILE APP. You are solely permitted to use or export/re-export the Ally Mobile App in full compliance with US export laws and, if you downloaded and are using it outside the US, in full compliance with the export laws of the jurisdiction in which the Ally Mobile App was downloaded or is being used.

US GOVERNMENT. The Ally Mobile App (and any related documentation) is a “Commercial Item”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. As such, if the Ally Mobile App is being licensed to US Government end users or US prime contractor or subcontractor end users, then it is being licensed (a) only as a Commercial Item and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

LAW AND JURISDICTION/VENUE. Except where the following is not permitted by applicable law, you and SCRAM Systems agree that the Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, USA without regard to its conflicts-of-laws provisions, and you and SCRAM Systems consent to jurisdiction, service of process and venue in the City and County of Denver, Colorado. The United Nations Convention on Contracts for the International Sale of Goods specifically does not apply to this Agreement.