

AEGIS Terms of Service

Effective Date: June 2, 2025

Welcome to AEGIS. These Terms of Service ("Terms") constitute a legal agreement between you ("you," "user") and Aegis App Inc., a Delaware Corporation ("AEGIS," "we," "us," or "our"). By accessing or using our mobile application, website, and services ("Aegis" or "Services"), you agree to be bound by these Terms. If you do not agree, do not access or use the Services.

1. Eligibility

To use the Services, you must be at least 13 years old, or the minimum legal age in your jurisdiction that permits you to consent to the use of mobile emergency communication tools. If you are under 18, your use of the Services must be authorized by a parent or legal guardian, who must accept these Terms on your behalf.

2. Use of Services

You agree to use the Services for lawful purposes only. You may not:

- Violate any applicable law or regulation
- Interfere with the operation of the Services
- Attempt to gain unauthorized access to any system or data
- Use the Services in a manner that infringes the intellectual property of AEGIS or other rights of any third party
- Use the Services to stalk, harass, or threaten others
- Submit false or misleading emergency data
- Repeatedly trigger false alerts or use the Services for non-emergency purposes
- Alter, modify, adapt, reverse engineer, decompile, disassemble, or hack the Services, create derivative works from the Services, or otherwise attempt to derive the source code
- Merge the Services with other software or systems
- Re-classify, re-originate, or otherwise manipulate data, signaling, or traffic to obscure the true nature or origin of communications
- Modify, alter, or delete any information related to origin, routing, or signaling of communications
- Use the Services to transmit unwanted or unsolicited communications, including spam, junk mail, or promotional messages
- Impose an unreasonable burden on the Services or use automated systems to scrape or overload our network
- Breach, or attempt to breach, the security of the Services
- Enable or encourage others to violate these Terms
- Allow users under the age of 18 to access the Services without the consent of a parent or guardian

We reserve the right to terminate your access to the Services at our sole discretion if you violate these Terms.

You agree not to use the Services in any manner that may cause unnecessary strain on emergency resources, including repeatedly triggering false alerts, using the Services for non-emergency entertainment, or attempting to simulate emergencies.

3. Customer Preparation

You acknowledge and understand that the Services rely on existing infrastructure not provided by AEGIS, including but not limited to high-speed broadband, strong Wi-Fi connections, and mobile carrier networks. Service outages may occur due to power failures, third-party provider interruptions, or telecommunications infrastructure issues. During such outages, the Services may be unavailable until connectivity is restored.

4. Account Registration and Security

You must provide accurate, complete information when creating an account. You are responsible for maintaining the confidentiality of your password and for all activities under your account. Notify us immediately of any unauthorized access.

We reserve the right to suspend or terminate your account if we believe it has been compromised or used in violation of these Terms.

5. Emergency Response Disclaimer

Aegis is a data transmission service. When an alert is triggered, Aegis collects and transmits your location, audio/video (if enabled), and emergency data to our emergency responders and emergency monitoring service,

- Our emergency monitoring service, Noonlight, is solely responsible for dispatching emergency services.
- AEGIS does not directly contact emergency responders and does not guarantee the availability, response time, or outcome of any emergency service.
- AEGIS does not guarantee that alerts will result in any particular outcome or response.

To the fullest extent permitted by law, AEGIS shall not be liable for:

- Delays or failures in emergency response
- Incorrect or incomplete transmission of information
- Actions or omissions of Noonlight, law enforcement, first responders or medical personnel

Law Enforcement and Medical Disclaimer. AEGIS does not control or guarantee the conduct, responsiveness, or outcome of any third-party responder, including law enforcement, EMTs, or medical personnel. We are not liable for any misconduct, delay, misdiagnosis, treatment outcome, or adverse interaction.

No Duty to Monitor or Respond. AEGIS is not under any obligation to monitor transmissions or verify the authenticity of emergency alerts. While we aim to support user safety, we do not and

cannot guarantee any particular level of monitoring, escalation, or review of data sent through the platform. You are solely responsible for ensuring your own safety.

You acknowledge that the Aegis platform is a supplementary tool, not a substitute for 911 or other direct emergency service calls. You assume full responsibility for your safety and agree that reliance on AEGIS alone in life-threatening situations is at your own risk.

Emergency Delays. You understand and agree that AEGIS does not and cannot guarantee that emergency alerts will be delivered, received, acted upon, or result in any specific action by third-party responders. There may be delays or complete failures due to cellular outages, user error, or third-party service issues. You are solely responsible for verifying that help has been summoned by calling 911 or your local emergency number directly.

6. Data and Privacy

Your use of the Services is subject to our [Privacy Policy](#). By using Aegis, you consent to the collection, use, and sharing of your data as described therein.

We may retain and disclose emergency-related data, including location, audio, and video, as necessary to comply with legal obligations, law enforcement requests, or civil litigation proceedings. By using the Services, you consent to such use.

HIPAA Authorization. By using the Services, you expressly authorize AEGIS and its third-party service providers, to collect, use, retain, and disclose your health-related and emergency data , including medical history you choose to provide, to facilitate communication with emergency responders. This may include sharing such information with first responders, dispatchers, or healthcare providers to support timely and effective assistance.

You acknowledge that this disclosure is made to enable emergency response services and is permitted under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws. You understand and agree that your information may be stored and used in connection with the emergency event, internal quality assurance, compliance, or as required by law. This authorization is voluntary but is a condition of using the Services. You may revoke your authorization by discontinuing use of the Services.

7. No Professional Advice.

If the Services provides professional information such as medical or legal advice, such information is for informational purposes only and should not be construed as professional advice. No action should be taken based upon any information contained in the Service. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

8. Ownership and License

AEGIS owns all rights, title, and interest in the Services, including all intellectual property. We grant you a limited, non-exclusive, non-transferable, revocable license to download and use the app solely for your for personal, non-commercial use in accordance with these Terms.

You may not:

- Copy, modify, or distribute the app or its content
- Reverse-engineer, decompile, or attempt to extract the source code
- Use the Services in any way that infringes our rights or those of a third party
- Sell, lease, sublicense, or otherwise exploit the Services for commercial purposes

9. Third-Party Services

Our Services may integrate with third-party providers. We are not responsible for their content, terms, or privacy practices. You acknowledge and agree to any applicable third-party terms.

AEGIS uses Noonlight as our emergency monitoring partner. You further agree to following Noonlight's End User Terms, which are hereby incorporated into these Terms and binding upon you. They include but are not limited to the following:

- **Ownership; Proprietary Rights.** Noonlight retains all right, title, and interest in and to the Noonlight Services. Noonlight reserves all rights not expressly granted.
- **End User Content and Data.** You represent and warrant that you own all right, title, and interest in and to any information, video, images, recordings, transcriptions, data, or other materials you upload or provide through the Noonlight Services ("End User Content"). You grant Noonlight a nonexclusive, worldwide, perpetual, irrevocable, royalty-free license to use such End User Content for operating, improving, and developing services, internal business purposes, and compliance with law. Noonlight may share this content with AEGIS.
- **Warranty Disclaimer; Limitation of Liability.** Noonlight Services are provided "as is," with no warranties of any kind. Noonlight is not liable for any damages arising from use of its services. To the extent allowed by law, this limitation of liability shall equally extend to any of Noonlight's third party subcontractors, suppliers, vendors or licensors (collectively, "Noonlight Suppliers") for monitoring. AEGIS shall not provide Noonlight Services to any user unless the user agrees to the following:
- **Restrictions.** You agree not to:
 - Use non-approved scripts, bots, or methods to access Noonlight Services
 - Circumvent or interfere with security features
 - Reverse-engineer or disassemble any part of the Noonlight Services
 - Overload systems, post fraudulent or illegal content
 - Use the services in violation of law or third-party rights
 - Attempt unauthorized access or interference with other users or systems

Violation of these restrictions may result in termination of access and legal action.

10. Indemnification

You agree to indemnify, defend, and hold harmless AEGIS, its officers, directors, employees, contractors, licensors, and affiliates from and against any and all claims, demands, damages, liabilities, losses, costs, or expenses (including attorneys' fees) arising out of or relating to:

- your use or misuse of the Services;
- your violation of these Terms or any applicable laws or regulations;
- any data or content you submit or transmit;
- your breach of any rights of a third party;
- any action taken by emergency responders based on information provided through the Services.

11. Disclaimer of Warranties

The Services are provided "as is" and "as available" without warranties of any kind, either express or implied. We disclaim all warranties, including:

- That the Services will be uninterrupted or error-free
- That emergency alerts will always result in dispatch or a timely response
- That transmitted data will be complete or error-free
- You use the Services at your own risk

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AEGIS AND ITS AFFILIATES, LICENSORS, AND THIRD-PARTY SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND—INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, PERSONAL INJURY, PROPERTY DAMAGE, OR EMOTIONAL DISTRESS—ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE AEGIS PLATFORM OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CERTAIN FEATURES OF THE AEGIS SERVICES RELY ON THIRD-PARTY PROVIDERS, INCLUDING EMERGENCY DISPATCH, TELECOMMUNICATIONS NETWORKS, INTERNET SERVICE PROVIDERS, MOBILE DEVICE OPERATING SYSTEMS, AND HARDWARE MANUFACTURERS. AEGIS IS NOT LIABLE FOR THE ACTIONS, OMISSIONS, AVAILABILITY, OR PERFORMANCE OF ANY SUCH THIRD PARTY. YOU EXPRESSLY ACKNOWLEDGE THAT AEGIS DOES NOT CONTROL, ENDORSE, OR GUARANTEE THE CONDUCT OR OUTCOME OF ANY THIRD PARTY'S SERVICES, INCLUDING EMERGENCY RESPONSE.

NEITHER AEGIS NOR ANY THIRD-PARTY PROVIDER GUARANTEES THAT ANY ALERT OR TRANSMISSION WILL BE DELIVERED, RESPONDED TO, OR RESULT IN ANY PARTICULAR OUTCOME. TO THE EXTENT PERMITTED BY LAW:

(A) YOU ACCESS AND USE THE AEGIS PLATFORM ENTIRELY AT YOUR OWN RISK;

(B) YOU EXPRESSLY RELEASE AND HOLD HARMLESS AEGIS AND ITS THIRD-PARTY PROVIDERS FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF THE SERVICES; AND

(C) AEGIS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, OR NON-INFRINGEMENT.

IN JURISDICTIONS WHERE LIMITATIONS OF LIABILITY OR EXCLUSIONS OF CERTAIN DAMAGES ARE NOT PERMITTED, AEGIS'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. Dispute Resolution and Arbitration

Mandatory Arbitration. The term "Disputes," as used in this section, is intended to be interpreted broadly and includes any claim, dispute, or controversy between us that arises out of or relates to this Agreement, this Section and/or any and all use of Services whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes all threshold issue of arbitrability including the validity, enforceability or scope of this Section. The only Disputes excluded from this obligation to arbitration are: (1) claims that could be brought in small claims court; and (2) Company claims for injunctive or other equitable relief.

You must send written notice of any dispute you have with AEGIS to us at least sixty (60) days before filing a demand for arbitration pursuant to the following paragraphs. Your notice of dispute should be sent to us at the following address: legal@aegisapp.io to give us the opportunity to resolve your dispute informally. You agree to try to negotiate a resolution of your dispute in good faith for the duration of the 60-day period. If we are unable to resolve your dispute, then you may file a demand for arbitration pursuant to the paragraphs that follow.

In the unlikely event that we have not been able to resolve your dispute after sixty (60) days, except where prohibited by applicable law, we each agree to resolve all Disputes (except the small claims and equitable claims excluded above) by binding arbitration brought before the arbitration body indicated below. binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and, if applicable, the Supplementary Procedures for Consumer-Related Disputes.

The arbitration shall take place in Chicago, Illinois, unless the parties mutually agree otherwise.

Each party will be responsible for paying any arbitration filing, administrative and arbitrator fees in accordance with the applicable rules. The award rendered by the arbitrator shall include costs of arbitration and reasonable costs for expert and other witnesses, and any judgement on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Class Action Waiver. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

Attorney Fees. If AEGIS is required to take legal action to enforce these Terms or defend itself against claims brought in violation of these Terms, AEGIS shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, to the fullest extent permitted by law.

14. Termination

We may suspend or terminate your account and access to the Services at any time and without notice for any reason, including for violation of these Terms.

You may stop using the Services at any time.

Any provisions of these Terms which by their nature should survive termination (including but not limited to sections related to ownership, disclaimers, limitations of liability, indemnification, and dispute resolution) shall so survive.

14. Reservation of Rights

AEGIS may suspend or terminate your account and access to the Services at any time, with or without cause, and with or without notice. AEGIS is under no obligation to continue offering any part of the Services, and reserves the right to discontinue the Services entirely at any time in its sole discretion.

15. No Duty of Care

Your use of the Services does not create a special relationship or duty of care between you and AEGIS. We are not a safety provider or emergency responder and have no obligation to act on your behalf.

16. General Provisions

No Waiver. No waiver by AEGIS of any breach or default under these Terms shall be deemed a waiver of any preceding or subsequent breach or default.

Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

Severability. If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.

Entire Agreement. These Terms, together with our Privacy Policy and any other legal notices published by AEGIS, constitute the entire agreement between you and AEGIS.

17. Changes to These Terms

We may update these Terms from time to time. We will notify you of material changes via the app or by email. Continued use of the Services after any changes means you accept the new Terms.

18. Contact Us

If you have questions about these Terms, contact us at: legal@aegisapp.io