

USER TERMS OF USE

The Facewatch Services

These Terms of Use govern your access to and use of the Facewatch Services and by using them you agree to these Terms of Use.

1. The Services

Facewatch provides the following Services which are covered by these User Terms of Use:

- 1.1 **Facewatch Real Time Alerting** - alerts businesses immediately when SOIs on their Facewatch Watchlist enter their business Properties. This is delivered on locally installed computing equipment (the Edge Equipment) supplied and owned by Facewatch and also includes third-party facial recognition software.
- 1.2 **Facewatch Watchlists** - Facewatch acting as data controller generates a Watchlist for each business Properties. Images of SOIs may be uploaded by the Subscriber and other subscribers and police forces using the incident reporting function.
- 1.3 **Facewatch Mobile** – applications are supplied for use on mobile devices and includes third-party Push to Talk (PTT), third-party Mobile Device Management (MDM) and the Facewatch mobile application

2. Use of the Services

- 2.1 You may only use the Services if you are 18 years of age or above and as an employee, director, partner or if otherwise authorised to do so by a current Subscriber.
- 2.2 Your use of the Services will be governed by the agreement under which Facewatch provides services to the Subscriber on whose behalf you are using the Services.
- 2.3 All rights in Intellectual Property in the Services are owned by Facewatch and nothing in these Terms of Use transfers any rights in Intellectual Property to you or any third party.

3. Data Protection

3.1 Your Personal Data:

- 3.1.1 We may process your personal data for the purposes of performing our obligations under the Agreement and providing the Services. In particular, we may use your personal data for the following purposes:
 - 3.1.1.1 to administer your membership of Facewatch;
 - 3.1.1.2 statutory and regulatory compliance;
 - 3.1.1.3 to keep you informed about developments in the Services and the activities of Facewatch.

- 3.1.2 We will not share your personal data with any third party for marketing purposes.
 - 3.1.3 We may continue for so long as is necessary to process your personal data after you have ceased to be a User of the Services for record keeping purposes.
 - 3.1.4 We shall take appropriate technical and organisational measures against unauthorised or unlawful processing of your personal data or its accidental loss, destruction or damage.
 - 3.1.5 We may amend or withdraw your login and/or password at any time, in our absolute discretion, without notice and without incurring any liability whatsoever.
 - 3.1.6 Your telephone calls and emails to us may be recorded and monitored for compliance and quality control purposes.
- 3.2 Subjects of Interest (SOI) Personal Data:
- 3.2.1 When you upload Personal Data relating to SOI's or act upon any Personal Data in the Services, you, and the Subscriber you are representing, will be the Data Controller of that data;
 - 3.2.2 SOI Shareable data that you upload to the Services, including but not limited to, names, reason flags and images of suspected crime or disorder by an individual or individuals and the statements and information supplied must be true to the best of your knowledge. Making a false or malicious report may itself be a crime.

4. User's undertakings

- 4.1.1 You must:
 - 4.1.1.1 comply with the terms of this Agreement;
 - 4.1.1.2 accept and comply with these User Terms of Use when registering and using the Services;
 - 4.1.1.3 Comply with the terms of Agreement;
 - 4.1.1.4 only use the Services for lawful purposes and must not use the Services in any way that breaches any applicable local, national or international law or regulation (including the DPA) or is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
 - 4.1.1.5 use the Services in accordance with the guidance and rules issued by Facewatch from time to time in respect of the operation of the Services;
 - 4.1.1.6 display appropriate signage as recommended by Facewatch at all times at Properties which use the Services;
- 4.1.2 for security:

- 4.1.2.1 use all reasonable endeavours to prevent any unauthorised access to the Services and shall not disclose your password, or grant access to any part of the Services, to any other person firm or company.
- 4.1.2.2 not log on to the Services using any other User's log in or password.
- 4.1.2.3 be responsible for maintaining the confidentiality of User login details and password.
- 4.1.2.4 notify us immediately using the contact details on our website of any actual or suspected unauthorised access or use of the User account or if another person knows the User password. In such circumstances, immediately change the User password.
- 4.1.2.5 take reasonable measures, including the use of reputable virus protection software on all computers, not to introduce any spyware or, virus into the Services;
- 4.1.2.6 not use insecure internet connections for transmitting any Personal Data.
- 4.1.3 not upload to the Services any data that:
 - 4.1.3.1 contains any content that is libellous, defamatory, obscene, pornographic or sexually explicit, abusive or otherwise violates any law;
 - 4.1.3.2 contains personal data of any individual under 18 years of age;
 - 4.1.3.3 infringes any patent, trademark, database right, trade secret, copyright or other proprietary right of any party;
 - 4.1.3.4 the Subscriber does not have the right to transmit under any law or contractual relationship (such as confidential information); or
 - 4.1.3.5 contains viruses or any other codes, files or programs designed to damage, interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment.
- 4.1.4 save for the allocation of User accounts, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third-party the Services in any way;
- 4.1.5 not at any time:
 - 4.1.5.1 interfere or attempt to interfere with the proper working of the Services or disrupt the Services or any server or network connected to the Services;
 - 4.1.5.2 take any action which imposes an unreasonable or disproportionately large load on the Services' infrastructure;
 - 4.1.5.3 gain or attempt to gain unauthorised access to any computer system or network connected to the Services;

- 4.1.5.4 reverse compile, disassemble or engineer the Services or its technology;
- 4.1.5.5 use or access the Services in order to build a product or service which is the same as or similar to the Services; or
- 4.1.5.6 seek to use the Services with any other software Services without the prior authorisation of Facewatch.

5. Failure to Comply and Termination

- 5.1 Should any of the terms of these Terms of Use not be complied with Facewatch may suspend access to the Services to you without notice;
- 5.2 Should you wish to cease using the Services you can request Facewatch to Suspend your account at any time.

6. Confidentiality

- 6.1 You may use Facewatch Confidential Information only in connection with your use of the Services as permitted under these Terms of Use. You will not disclose Facewatch Confidential Information during the Term or at any time during the 5 year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorised use of Facewatch Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature.
- 6.2 The obligations of confidence referred to shall not apply to any confidential information required by law, any court or any other authority of competent jurisdiction to be disclosed.

Contact Us

If you have any questions, comments and requests regarding these Terms of Use should please contact us using the details in the Contact section of the Website

Definitions

In these Terms of Use, except where the context requires otherwise:

Agreement	means the agreement between Facewatch and the Subscriber for the provision of access to and use of the Services;
DPA	means the Data Protection Act 1998 and any replacement or re-enactment thereof, including the implementation of GDPR;

GDPR	REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
Facewatch	means Facewatch Limited, a company registered in England under company number 07209931 whose registered office is at 89 High Street, Hadleigh, Ipswich, Suffolk, IP7 5EA;
Facewatch Confidential Information	means all non-public information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Facewatch Confidential Information includes: (a) non-public information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential. Facewatch Confidential Information does not include any information that: (i) is or becomes publicly available without breach of these Terms of Use; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Facewatch Confidential Information;
Intellectual Property	means patents, trademarks, service marks, design rights (whether registrable or otherwise), Services for any of those rights, copyright (including all rights in software and any database rights), know-how, confidential information, trade or business names and any similar rights or obligations whether registrable or not in any country;
Personal Data	Shall have the same meaning as in the DPA;
SOI Shareable data	means data that Facewatch can in its absolute discretion share with other Subscribers and includes Facial images, incident dates and Incident Types but excluding the identity of the Subscriber;
SOI	means a Subject of Interest who has been uploaded to the Services by a User on behalf of a Subscriber in order to prevent or detect crime, apprehend suspected offenders, protect their property and prevent Anti-Social Behaviour or manage entry into their Properties;

Subscriber	means the legal entity that has authorised you as a User and which that has entered into the Agreement;
you, User	means a person (normally an employee) using a licence for the Services purchased by the Subscriber;
we, us, our, Facewatch	means FACEWATCH LIMITED a company registered in England and Wales under number 0720993 and whose registered office address is at 89 High Street, Hadleigh, Ipswich, Suffolk, IP7 5EA;
Website	means the web pages at www.facewatch.co.uk .

Data Controller, Data Processor, Data Subject, Personal Data and Process and Processing shall have the same meaning as in the DPA.