

FC Safety Shield® Terms & Conditions

Effective Date: 10/09/2025

Last Updated: 10/09/2025

1. Acceptance of Terms

By accessing, purchasing, or using FC Safety Shield® products and services (the "Service"), you agree to be bound by these Terms & Conditions ("Terms"). If you do not agree to these Terms, you may not use the Service.

2. Description of Service

FC Safety Shield® is an NFC-powered safety compliance management system that includes:

- NFC stickers and clip-on devices for safety assets
- Digital inspection and monitoring capabilities
- Backend reporting and compliance tracking
- Supply management and reordering features
- Geocoded verification technology

3. User Accounts and Registration

3.1 Account Creation

You must provide accurate, current, and complete information when creating an account. You are responsible for maintaining the confidentiality of your account credentials.

3.2 Authorized Users

Organizations are responsible for ensuring only authorized personnel access the system. You must promptly notify us of any unauthorized use of your account.

3.3 Account Termination

We reserve the right to suspend or terminate accounts that violate these Terms or engage in fraudulent activity.

4. Hardware and Software

4.1 NFC Tags and Devices

- Physical NFC tags remain your property upon purchase
- Tags are designed for single-location use and should not be transferred between assets without updating system records
- Tampering with or reverse-engineering NFC tags is prohibited

4.2 Software License

We grant you a limited, non-exclusive, non-transferable license to use our software and web-based platform in accordance with these Terms.

4.3 System Requirements

You are responsible for ensuring compatible devices (NFC-enabled smartphones/tablets) and internet connectivity for proper system operation.

5. Data and Privacy

5.1 Data Collection

We collect inspection data, location information, asset details, and usage analytics as outlined in our Privacy Policy.

5.2 Data Ownership

You retain ownership of your safety data, asset information, and inspection records. We maintain rights to aggregate, anonymized data for service improvement.

5.3 Data Security

We implement industry-standard security measures to protect your data, but cannot guarantee absolute security against all threats.

5.4 Data Retention

Inspection and compliance data will be retained according to your subscription plan and applicable regulatory requirements.

6. Compliance and Safety

6.1 Regulatory Compliance

FC Safety Shield® is designed to assist with safety compliance but does not guarantee compliance with all applicable laws and regulations. You remain solely responsible for meeting your legal and regulatory obligations.

6.2 Inspection Accuracy

While our system facilitates inspections, you are responsible for:

- Conducting thorough and accurate inspections
- Ensuring qualified personnel perform safety assessments
- Taking appropriate corrective actions based on inspection results

6.3 Emergency Situations

FC Safety Shield® is not an emergency response system. Do not rely solely on our platform for emergency notifications or immediate safety responses.

7. Subscription and Billing

7.1 Subscription Plans

Service is provided on a subscription basis with various plan options. Plan details and pricing are available on our website.

7.2 Payment Terms

- Subscription fees are billed in advance
- All fees are non-refundable unless otherwise specified
- We reserve the right to modify pricing with 30 days' notice

7.3 Service Suspension

We may suspend service for non-payment after appropriate notice and opportunity to cure.

8. Service Availability and Support

8.1 Service Uptime

We strive for high system availability but do not guarantee uninterrupted service. Scheduled maintenance will be announced in advance when possible.

8.2 Technical Support

Support is provided according to your subscription plan during standard business hours.

8.3 Updates and Modifications

We may update the Service to improve functionality, security, or compliance. Material changes will be communicated to users.

9. Limitations of Liability

9.1 Service Limitations

FC SAFETY SHIELD® IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.2 Liability Cap

OUR TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE IN THE 12 MONTHS PRECEDING THE CLAIM.

9.3 Consequential Damages

WE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION.

10. Indemnification

You agree to indemnify and hold us harmless from claims arising from:

- Your use of the Service
- Violation of these Terms

- Infringement of third-party rights
- Your safety practices and compliance decisions

11. Intellectual Property

11.1 Our Rights

We retain all rights to our software, algorithms, trademarks, and proprietary technology.

11.2 User Content

You grant us a license to use your data as necessary to provide the Service and for system improvements.

11.3 Feedback

Any feedback or suggestions you provide may be used by us without compensation or attribution.

12. Termination

12.1 Termination by You

You may terminate your subscription at any time with appropriate notice according to your plan terms.

12.2 Termination by Us

We may terminate service for breach of these Terms, non-payment, or discontinuation of the Service.

12.3 Effect of Termination

Upon termination, your access will cease and data may be deleted according to our retention policies.

13. International Use

13.1 Global Availability

The Service is designed for worldwide use, but you are responsible for compliance with local laws and regulations.

13.2 Export Controls

You agree to comply with all applicable export control and sanctions laws.

14. Dispute Resolution

14.1 Governing Law

These Terms are governed by [Insert Jurisdiction] law without regard to conflict of law principles.

14.2 Arbitration

Disputes shall be resolved through binding arbitration rather than court proceedings, except for claims involving intellectual property.

14.3 Class Action Waiver

You waive the right to participate in class action lawsuits against us.

15. General Provisions

15.1 Entire Agreement

These Terms constitute the entire agreement between you and us regarding the Service.

15.2 Severability

If any provision is found unenforceable, the remainder of these Terms shall remain in effect.

15.3 Amendment

We may modify these Terms by posting updates on our website. Continued use constitutes acceptance of modifications.

15.4 Force Majeure

We are not liable for delays or failures due to circumstances beyond our reasonable control.

15.5 Contact Information

For questions about these Terms, contact us at: 1-877-665-SAFE (7233) or info@fc-safety.com.

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