



**I SAVE MY LIFE**  
8 ROUTE DE PLAMPROZ  
IMMEUBLE PLEIN CIEL  
1875 MORGINS  
S W I T Z E R L A N D  
[www.isavemylife.com](http://www.isavemylife.com)  
[contact@isavemylife.com](mailto:contact@isavemylife.com)

## TERMS OF SALE

### 1 - PURPOSE

The present terms are intended to define the contractual relationship between **Isavemylife Sàrl** hereafter **I SAVE MY LIFE** and the buyer of the process **I SAVE MY LIFE** hereinafter designed as bearer.

These terms govern the sale of a matrix code in which the bearer has entered, into his secure online space, the address being [www.isavemylife.com](http://www.isavemylife.com), personal data concerning most notably his health.

These terms apply when acquiring the services of **I SAVE MY LIFE** on its website ([www.isavemylife.com](http://www.isavemylife.com)) whether the bearer is a professional or a consumer.

The acquisition process of **I SAVE MY LIFE** through this website implies acceptance without reservation by the bearer of the present general terms of sale.

These general terms of sale will prevail above any other general or particular terms not expressly approved by **I SAVE MY LIFE**.

ISML reserves the right to modify these terms of sale at any time. In this eventuality, the applicable terms will be those in use on the website of **I SAVE MY LIFE** at the date of registration and acquisition of the matrix code by the bearer.

Before downloading and using the **I SAVE MY LIFE** process, the bearer declares having read and understood the present terms of sale which he explicitly accepts.

### 2 – DESCRIPTION OF THE PROCESS « I SAVE MY LIFE » :

ISML reserves the right to make all changes and improvements deemed necessary or useful to their flash application and will not be liable for damages of any kind that may arise as a result.

**I SAVE MY LIFE** is mainly intended for people (bearers) wishing to voluntarily pass on vital and personal information to medical and emergency services as well as any person present on site in case of accident or loss of consciousness.



Also included are other bearers who desire a vital identification:

- Children who are lost and one wishes to identify quickly.
- Elderly people who are lost and wish to be identified.
- Pets that are lost or that one wishes to identify rapidly without going through a veterinarian or organism capable of reading the identification chip on the animal.

The **I SAVE MY LIFE** process consists in connecting to a data server using a **matrix code** via a web browser in order to read personal data concerning mainly first necessity health information of the bearer.

If the bearer wishes, he may make readable or not all or part of his health information or identity.

This data will be accessible immediately to third parties carrying a mobile phone with them or any other equivalent vector equipped with a camera, a web browser, and an internet connection.

All that is then required is to download the **I SAVE MY LIFE** « reader » application or any free third party application and to flash the bearer's matrix code to allow immediate reading of the information contained within the said code.

Ultimately, to quickly locate the support containing the matrix code, the process **I SAVE MY LIFE will** use RFID « Radio Fréquence Identification » technology which allows detection of the matrix code within a certain radius.

### **3 – LIABILITY AND OBLIGATIONS OF THE BEARER:**

The bearer is major under national law; he has full legal capacity and is personally held responsible for the information and data inserted in the matrix code of his file **I SAVE MY LIFE**.

The user agrees to complete his health data slip with true, up-to-date and complete information in view of possible use of this data during an emergency by health professionals, the user or his relatives in accordance with current legislation.

The bearer will pay particular attention to the **accuracy** of personal information contained on his matrix code and its updates, for which he is solely responsible. The holder is fully aware of the vital importance that their personal information may have in case of an emergency for health services.

**I SAVE MY LIFE** draws attention on the extremely confidential nature of certain bits of information accessible to third parties during reading of the QR CODE such as surname, personal address or phone numbers etc...

If the bearer deliberately chooses to make this information visible he takes personal responsibility for it.



**I SAVE MY LIFE** stresses expressively that the matrix code assigned to the holder is strictly personal. Use of the matrix code by another person may have serious consequences.

In no event can the bearer or his heirs seek responsibility of **I SAVE MY LIFE** if the information inserted by the bearer is false or erroneous.

#### **4 - PRICES:**

The selling prices of the **I SAVE MY LIFE** process listed on the website are valid at the time of order. They are listed and invoiced in Swiss Franc, currency of reference and of all taxes included in Switzerland. The exchange rate is made by the payment systems available on the ISML website.

**I SAVE MY LIFE** stresses that costs related to the use of its process remain the responsibility of the user.

#### **5 – SECURE ONLINE PAYMENTS:**

Payments will be made online by credit or debit card and will be made through the secure PayPal system which uses the SSL (Secure Socket Layer) protocol so that transmitted data is encrypted by software and that no third party may access it during the transaction on the network.

This secure payment system ensures total confidentiality of your bank data and simply informs in return **I SAVE MY LIFE** of the acceptance or denial of payment. No markers such as « cookies » are then used.

The bearer's account will only be debited as agreed upon full registration or by activation of his codes on the website **I SAVE MY LIFE**.

#### **6 – WARRANTIES:**

Services sold by **I SAVE MY LIFE** benefit from the legal warranty provided by Swiss law. Claims and refunds must be made via mail to the headquarters of **I SAVE MY LIFE** or on the website of **I SAVE MY LIFE** within thirty days of complete registration or the activation of the bearer's codes on the website of **I SAVE MY LIFE**.

#### **7 - RESPONSABILITY OF ISML:**

**I SAVE MY LIFE**, in the process of selling online is only bound by an obligation of means. Its responsibility can not be held liable for damages resulting from the use of the Internet such as data loss, intrusion, virus, disruption of service, or other unintended problems.

Responsibility of **I SAVE MY LIFE** can not be blamed for poor use of the matrix containing personal information of the bearer, of mistaken identity or incomplete or incorrect input of information.



### **7-1 Accessibility and networks:**

Responsibility of **I SAVE MY LIFE** can not be blamed in case of a malfunction of the Internet (WIFI, 3G, etc.).

**I SAVE MY LIFE** stresses that reading of bearer's matrix code is only possible when the Internet is functioning normally.

**I SAVE MY LIFE** is not responsible if the download of data is impossible or of poor quality.

The website and flash application of the matrix code are usually accessible to the bearer 24 hours a day, 7 days a week and all year round.

**I SAVE MY LIFE** however, reserves the right, without notice or compensation, to temporarily or permanently close its access and will not be held responsible for damages of any nature that may arise as a result.

THE BEARER acknowledges being aware of constraints and limitations of the Internet and mobile Internet.

Under these conditions, it rests with THE BEARER, as any Internet user or mobile phone owner, to protect his technical equipment most notably against any form of contamination by virus and/or attempts of intrusion, or access/use by third parties, including friends and relatives of THE BEARER. **I SAVE MY LIFE** can not, in any way, be held liable as such.

### **7-2 – Fraudulent use of support:**

**I SAVE MY LIFE** will not be held responsible for the fraudulent use of the matrix code by a third party.

The bearer is personally responsible for the personal data he has entered in his matrix code and for the fraudulent use of the personal data that other persons may make.

The bearer is informed of the ease with which his code can be flashed by a third party.

Therefore, he takes full responsibility for the sites upon which he affixes his stickers.

### **7-3 Degradation of support:**

The bearer agrees to be the guardian in the legal sense of the code and of its support.

He must particularly pay close attention to the integrity of the code so that it does not suffer any degradation that may affect its reading.

### **7-4 Localisation of support (sticker):**

**I SAVE MY LIFE** clarifies that the list of supports which it recommends for affixing the matrix code serves only as a guide.



The choice of location for the matrix code is the sole responsibility of the bearer, solely responsible for the accessibility and readability of his code.

**I SAVE MY LIFE** will not be held responsible in case the emergency services or third party can not find the matrix code.

#### **7-5 Technical Incidents of the code readers:**

The bearer is free to choose any application for the reading of the code.

It is for the bearer to make the necessary updates to the application and to learn about its operation.

**I SAVE MY LIFE** is not responsible for the duration of operation of these applications which can read its matrix code.

The bearer must ensure that the services of these applications are compatible with the **I SAVE MY LIFE** process.

The bearer must be aware of the code reader's instructions manual as well as the functions it generates (history, data sharing on social networks etc...).

The bearer must refer to the terms and conditions of use of the code reader that he freely chooses and accept without compromise the dissemination or use of personal data by the operator of the application if it actually states these terms in their general conditions.

**I SAVE MY LIFE** will not be held liable for the use of this data by the operator of the code reader application.

**I SAVE MY LIFE** will not be held liable for any general conditions of free or paid mobile phones downloadable code readers.

#### **7-6 Reproduction:**

**I SAVE MY LIFE** refuses all responsibility in case of fraudulent reproduction of the matrix code.

The bearer must verify the readability of the matrix code and agrees to use only supports (stickers) provided by **I SAVE MY LIFE**.

The bearer is responsible for duplicates of the QR code which he reproduced regardless of the support.

**I SAVE MY LIFE** will not be held responsible for the poor quality of reproduction of a QR code other than its own sheet of stickers used accordingly to the conditions described in the terms.



The bearer engages his own responsibility on the size, material, print quality, and any other procedure of reproducing the QR code that he implements and the risks it incurs when played by others.

**I SAVE MY LIFE** will not be held responsible for the failure of the application running on such QR reproductions.

#### **7-7 Other information contained within the phone application:**

Information about what to do in case of accident or emergency numbers of countries is indicative only. **I SAVE MY LIFE** assumes no liability for non-conforming use.

**I SAVE MY LIFE** is unable to appreciate the potential emergency situations in which the bearer may be, who is the sole responsible for the use of the Flash application in this situation, decisions taken and any action implemented, based on information available through the Flash application.

#### **8 – INTELLECTUAL PROPRETY:**

All elements of the website **I SAVE MY LIFE** are and remain the exclusive intellectual property of **I SAVE MY LIFE**.

Nobody is allowed to reproduce, use, diffuse or use for any purpose whatsoever or in any form whatsoever, even partially, the elements of the website whether software, visual or audio. Any link or hyperlink is strictly prohibited without prior written consent from **I SAVE MY LIFE**.

**I SAVE MY LIFE** © ™ is a registered trademark.

#### **9 – PERSONEL DATA:**

Accordingly with the law relating to data, information containing names of the bearer will not be processed automatically. **I SAVE MY LIFE** forbids the right to gather information about the bearer including using cookies. **I SAVE MY LIFE** will not send collected information to business partners.

To ensure the bearer of absolute confidentiality of personal data that is inserted in the matrix code, **I SAVE MY LIFE** declares that it is totally inaccessible. The only access that **I SAVE MY LIFE** reserves is for technical updates.

The bearer has a permanent right of access, rectification of modification, and deletion of data. This right may be exercised by writing to the headquarters **I SAVE MY LIFE** or by mail.

In the eventuality of a termination of contract or termination for nonpayment, the bearer has a period of six months before **I SAVE MY LIFE** proceeds to final deletion of data. This deletion makes the bearer's matrix code unusable immediately and the data can not be recovered.



**I SAVE MY LIFE** provides two additional levels of access. One for sharing (level 2) and one for storage of highly confidential information (level 3), such as bank codes, access codes, last will, etc...If the bearer loses his confidential access codes at level 3, he permanently loses the data at this level.

**I SAVE MY LIFE** reserves the right to terminate the contract linking it to the bearer if the latter makes illegal use of its process. To the extent that **I SAVE MY LIFE** has not been prejudiced, the bearer will receive refund prorata temporis.

#### **10 – PERSONAL AND CONFIDENTIAL INFORMATION:**

**I SAVE MY LIFE** may have to notify the bearer via email of the availability of software updates and new services.

#### **11 – FILING PROOF:**

**I SAVE MY LIFE** will archive purchases on a reliable and durable supportable consisting of a true copy. The computerised records of **I SAVE MY LIFE** are considered by the bearer as proof of communication, orders, payments and transactions undertaken with **I SAVE MY LIFE**.

#### **12 – SETTLEMENT OF DISPUTES:**

The following online terms of sale are subject to Swiss law and only the French version is binding. In case of dispute, exclusive jurisdiction is given to the competent courts of the Canton of Valais, notwithstanding plurality of defenders or guarantee of appeal.

#### **13 – INFORMATION ON Isavemylife Sàrl:**

**Isavemylife Sàrl** is a Swiss company whose head office is 08 Route de Plamproz, Immeuble Plein Ciel - 1875 MORGINS, commune des TROISTORRENTS, registered at the “registre du commerce” of the Canton du Valais in SAINT-MAURICE.

You can only contact it at the following email address: [contact@isavemylife.com](mailto:contact@isavemylife.com) or by mail at the above address.

