



Terms of Service

7 February 2025

Introduction

These Terms of Service, together with the Subscription Agreement and Purchase Order Form (the “**Subscription Agreement**” and collectively the “**Agreement**”), constitute a legal agreement between Safey LLC, with address 704 228th Ave NE #883, Sammamish, WA 98074, USA, (“**Safey**”, “**we**”, “**us**” or “**our**”), and a corporation or other legal entity, (the “**Client**”), or you as an employee, consultant, agent or other permitted individual using our services, (the “**User**”), (both referred to as “**you**” if applicable to both), governing the access to the Safey Services, Safey applications, (the “**App**”), and Safey platforms, (the “**Platform**”), (jointly referred to as the “**Safey Services**”), or any third party app or services provided to you in which the Safey Services have been incorporated or form an integral part of. The content and functionality of the Safey Services are described at www.safeyglobal.com.

Safey and the Client or User are each referred to as a “**Party**”, and jointly referred to as the “**Parties**”.

You must agree to these Terms of Service before you can use the Safey Services. By entering into a Subscription Agreement, clicking a box that indicates that you agree to the Safey Services, and/or otherwise using the Safey Services, you agree to be bound by these Terms of Service as of the earliest of that date (the “**Effective Date**”).

If you use the Safey Services in your capacity as an employee, consultant, agent or other representative of a Client, please note that, in case of conflict between these Terms of Service and any separate written agreement between your employer or contracted party and Safey, such agreement shall prevail, to the extent necessary to resolve such conflict.

If you are an appointed representative of the Client you will, by entering into a Subscription Agreement or by using the Safey Services, also legally bind the Client you represent to the terms and conditions stated herein. This will apply irrespective of whether you have entered into an agreement directly with Safey or if you have entered into an agreement with a partner to Safey (“**Partner**”).

The terms and conditions of these Terms of Service shall apply between you and Safey. In case of conflict between what is stated in a Subscription Agreement and this Agreement, the Subscription Agreement shall prevail.

These Terms of Service contain sections that govern different parts of the rights and obligations pertaining to your use of the Safey Services. All sections may not be applicable to you as a Client or as a User. Please note, if you are a User, we refer to Section 3, Terms of Use, and Section 4, Privacy policy, for your use of the Safey Services.

These Terms of Service contain the following sections:

1. Client subscriptions
2. Data Processing Agreement
3. Terms of Use
4. Privacy Policy
5. Safey Service Level
6. Safey Support Services

Safey reserves the right to update or change Section 3, Terms of Use, and Section 4, Privacy Policy, of these Terms of Service from time to time and recommends that you review these sections on a regular basis. The Parties may in writing agree on changes and modifications to other sections of this Agreement. Safey will notify you by sending an e-mail to your registered e-mail address or inform you via the Safey Services if changes or updates are made to this Agreement. You can review the most current version of the Terms of Service at any time at www.safeyglobal.com. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes made for legal reasons will be effective immediately. If there is a conflict between these Terms of Service and any later version of the Terms of Service, the later version of the Terms of Service will prevail. If you do not agree to a later version of these Terms of Service, you should discontinue your use of the Safey Services.

1. Client subscriptions

This section 1 governs the Client’s subscription to the Safey Services.

1.1 The Safey Services

1.1.1 The Safey Services' availability for the Client is subject to the Subscription Agreement.

1.1.2 The subscription allows the Client to:

- (a) offer its Users to activate and gain access to the Safey Services; and
- (b) select individuals, (the "**Admin Users**"), who are Users with additional administrative privileges, such as access to Users' personal data and additional functions and content restricted only to Admin Users.

1.1.3 A requirement for access is that:

- (a) the Client and Safey have a valid Agreement; and
- (b) the Client and Users accept these Terms of Service.

1.1.4 The Safey Services are provided as subscriptions and may be accessed by the maximum number of Users and Admin Users purchased according to the Subscription Agreement between the Client and Safey or its duly appointed Partner. Should the number of Client's registered Users or Admin Users at any time exceed the agreed number of subscriptions set out in the Subscription Agreement, Safey reserves the right to charge the Client for such additional subscriptions in accordance with Section 3 below.

1.2 Personal data and the Safey Services

1.2.1 Within the scope of the Safey Services, Safey may process Personal Data (as defined in Section 2, Data processing agreement, of this Agreement) on the Client's behalf. Safey undertakes to only process such Personal Data in accordance with the Safey data processing agreement, see Section 2.

1.2.2 The Client is the data controller in relation to its Users. The Parties agree that, unless the Client has informed its Users about the data processing applicable to the Safey Services, the privacy policy in Section 4 shall apply to such information. Please note, if the Client and Users are located outside of the EU/EEA, the Users' rights under the privacy policy in Section 4 may be subject to limitations due to local mandatory law. If Personal Data Localization is purchased by the Client, then the information in the privacy policy in Section 4 of these Terms of Service may be subject to other limitations depending on the selected region for the data localization.

1.2.3 If Safey processes medical data regarding Users on behalf of the Client, the Client is responsible for ensuring that the processing is lawful, for example by obtaining the User's consent.

1.2.4 The Client acknowledges that data privacy provisions may differ between jurisdictions and that data privacy provisions may apply differently when the User is an employee or agent of the Client. Notwithstanding anything to the contrary in the Agreement, Safey assumes no responsibility or liability in relation to the lawfulness of the information in Section 4 when applied by the Client in relation to Client Users. The Client agrees that, in its role as data controller, it is solely responsible for the information obligation under the GDPR and for the lawful processing of the Personal Data of its Users.

1.3 Fees and payment

1.3.1 All fees and charges are charged in accordance with the Subscription Agreement. Conditions for third party integrations are available at www.safeyglobal.com (as updated from time to time) ("**Third Party Integration Conditions**"). For the avoidance of doubt, if the conditions and prerequisites described in the Third Party Integration Conditions are not met by the Client, additional fees and charges may apply in accordance with the Third Party Integration Conditions.

1.3.2 The fees stated in the Subscription Agreement are based on conditions and prerequisites stated by the Client prior to entering into the Subscription Agreement. If the actual conditions and prerequisites deviate from what the Client has stated and the deviation results in additional work for Safey, Safey has a right to adjust the agreed fee to cover its actual costs for any additional work required to implement and provide the Client with the agreed Safey Services. If no actual conditions or prerequisites have been agreed, Safey has the right to charge the Client for additional work pertaining to deviations from what Safey reasonably could have expected regarding the Client.

1.3.3 Fees are based on the agreed Safey Services, and the Client shall pay all fees specified in this Agreement. The fees payable by the Client consist of a) fixed fees, such as subscriptions, which are due in advance, and b) usage-based fees, such as SMS costs, which are due in arrears. Except as otherwise specified herein, (i) fixed fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the agreed Safey Services purchased, such as the number of Users, cannot be decreased during the relevant term stated in this Agreement. Fees are based on periods that begin on the start date; therefore, fees for additional services added during a relevant term will be charged for the remaining part of such term and prorated on the following invoice. Client shall, unless expressly stated as included in the fixed fee, pay all usage-based fees.

1.3.4 Additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder and prorated in accordance with the above. The added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one (1) User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Safey Services.

1.3.5 Any User subscriptions registered by the Client exceeding the maximum number of subscriptions agreed upon in the Subscription Agreement shall be regarded as additional User subscriptions in accordance with section 3.4.

1.3.6 Fees directly related to third party costs for third party integrations used by Client may be increased, with one (1) month notice, if third party increases the fees to Safey. In such case the fees increase to Client shall be directly proportional to the fees increase to Safey for the relevant third party integration fees. If Client do not accept the fees increase, Safey may replace or remove the third party integration for Client and such replacement or removal shall not impact Client's commitment to fulfilling the remaining parts of the Agreement.

1.3.7 Unless otherwise stated in this Agreement, invoiced charges are due net 30 days from the invoice date. The Client is responsible for providing complete and accurate billing and contact information to Safey and notifying Safey of any changes to such information. All prices are excluding VAT.

1.3.8 If any amount owing by the Client under this or any other agreement for the Safey Services is thirty (30) or more days overdue, Safey may, without limiting its other rights and remedies, suspend the Safey Services to the Client until such amounts are paid in full. Safey will give the Client at least seven (7) days' prior notice that the Client's account is overdue before suspending the Safey Services for the Client.

1.3.9 Unless otherwise stated, Safey's prices and fees do not include VAT. Safey has, once per year, the right to adjust the fees based on the latest available European Union Inflation Index (HICP) at the time of invoice compared to the date of the latest adjustment of the fees, or the first Subscription Start Date if no fees have been adjusted, plus an additional two (2) % per year.

1.4 Term and termination

1.4.1 The subscription, and this Agreement, commences on the Subscription Start Date (as defined in the Subscription Agreement). The initial term is the period stated above as Subscription Start Date and Subscription End Date as defined in the Subscription Agreement. The subscription term shall be renewed automatically for twelve (12)

months on each anniversary of the Subscription End Date unless this Agreement is terminated:

- (a) by either the Client or Safey giving at least ninety (90) days written notice to the other Party, such notice to expire at the end of the then-current period; or
- (b) by Safey giving at least ninety (90) days written notice in the event that it is to cease providing the Safey Services.

1.4.2 The Client or Safey may terminate this Agreement for cause:

- (a) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or
- (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

1.4.3 Upon any termination for cause by Safey, Client shall pay any unpaid fees covering the remainder of the term of all subscribed Services after the effective date of termination. In no event shall any termination relieve the Client of the obligation to pay any fees payable to Safey for the period prior to the effective date of termination.

1.4.4 Unless explicitly stated elsewhere in this Agreement, the Client may only terminate the Agreement in accordance with this section 4.

1.5 Other

1.5.1 The Client hereby grants to Safey the right to use the Client's company name and logo in marketing, sales, financial, public relations materials, and other communications solely to identify the Client as a customer to Safey or to Partner, and that Client uses the Safey Services. Safey hereby grants the Client the right to use Safey's name and logo in marketing, sales, financial, public relations materials, and other communications solely to identify Safey as a supplier to the Client.

1.5.2 The Parties shall have the right but no obligation to issue press releases regarding the Agreement Client to the extent required under regulations of any applicable stock exchange.

1.5.3 Safey has the right to engage subcontractors for its performance of the Safey Services and is responsible for the acts and omissions of such subcontractors.

1.5.4 All information which is not publicly available, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a Party or to any of its business matters, which has been disclosed or may be disclosed to the other Party (the “Receiving Party”) or which the Receiving Party has or may otherwise become aware of in connection with this Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of this Agreement, nor be disclosed by it to any third party without the prior written consent of the other Party (such consent not to be unreasonably withheld).

1.5.5 The restriction in Clause 5.4 above shall not apply to the Parties’ right to disclose information in accordance with Clause 1.5.1 and 1.5.2 above.

1.6 Governing law and disputes

1.6.1 This Agreement and any non-contractual obligations arising out of or in connection with any section of this Agreement shall be governed by and construed in accordance with the laws of the United States, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction. Specifically excluded from application to this Agreement is the United Nations Convention on the International Sale of Goods.

1.6.2 Any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration administered by jurisdiction in the King County, Washington court system. The Rules for Expedited Arbitrations shall apply, unless the King County courts, in its discretion determines, taking into account the complexity of the case, the amount in dispute, and other circumstances, that the Arbitration Rules shall apply. In the latter case, the King County court shall also decide whether the arbitration shall be composed of one (1) or three (3) arbitrators. The seat of arbitration shall be King County, Washington, USA. The language of the arbitral proceedings shall be English.

1.6.3 All arbitral proceedings conducted pursuant to Section 6.2, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing Parties.

2. Data processing agreement

This section governs the processing of personal data that Safey carries out on behalf of the Client due to the performance of the Safey Services.

2.1 General

2.1.1. This data processing agreement, (the “**DPA**”), forms an integral part of the Agreement. Terms not defined in this DPA shall have the meaning ascribed to them elsewhere in the Agreement.

2.1.2 Safey has undertaken or will undertake, to perform the Safey Services for the Client of the nature and scope and on the terms set forth in this Agreement or any other separate agreement between the Parties. Within the scope of the Safey Services, Safey will process personal data on behalf of the Client.

2.1.3 If you (as a Client) have gained access to the Safey Services under an agreement with a Partner, you also acknowledge and agree that this data processing agreement shall govern the relationship between you and the Partner (however, that the rights and obligations of Safey under the DPA shall instead be the rights and obligations of the Partner). If you and the Partner have entered into a separate data processing agreement covering the Safey Services, that agreement shall apply instead of the DPA.

2.1.4 In light of the above, the Parties have reached the following DPA.

2.2 Relationship between the DPA and other agreements between the Parties

2.2.1 In the event that the provisions of this DPA are contradictory to the other provisions of this Agreement or any other agreement between the Parties, the provisions of this DPA shall prevail. However, the foregoing does not apply to provisions of a subsequent agreement that expressly supersede the provisions of this DPA.

2.3 Processing of personal data

2.3.1 In the context of the performance of the Safey Services, Safey will process personal data, as defined in article 4.1 of the general data protection regulation (EU 2016/679), (the “**GDPR**”), processed for purposes determined by the Client, (the “**Personal Data**”). The Client is the data controller of the Personal Data in accordance with the personal data protection laws applicable from time to time, as well as any other applicable law, regulation, or equivalent ordinance.

2.3.2. Safey undertakes to only process the Personal Data in accordance with the terms of the DPA or other written agreement between the Parties, and only in accordance with the Client’s instructions, Section 5, as well as with the from time to time applicable data protection legislation and any other applicable law, regulation or equivalent ordinance. The Safey shall notify Client, unless prohibited by applicable law, prior to processing

Personal Data for legal obligations which are not prescribed by this Agreement. The Client is responsible for ensuring that Safey does not process any other categories of Personal Data than those listed in Section 2.5, and in accordance with the scope stated therein. If an update of the Safey Services or changes in mandatory law requires new instructions, Safey will provide updated instructions by updating this DPA or the documents referred to by this DPA. In case of changes in the documented instructions by the Client that is not a direct effect of changes in the Safey Services or mandatory law, Safey is entitled to reasonable compensation.

2.3.3 The Personal Data processed by Safey under this Agreement is divided into two sensitivity classes A and B ("**Personal Data Classification**"). Class A is sensitive personal data i.e. passport information and medical data ("**Class A**") and class B is less sensitive data i.e. the Users name and telephone number ("**Class B**"). Class A personal data are processed in accordance with certain measures taking into account the level of sensitivity of such Personal Data. Categories of personal data that are included in Class A and Class B can be found in Client instructions, see Section 5.

2.3.4 If Safey intends to change the Personal Data Classification from Class A to Class B, Safey shall inform the Client through written notice at least 20 business days prior to any such reclassification. Client shall within 20 days provide its written authorization before such reclassification is carried out. Should the Client not provide its written authorization within 20 business days, the Client shall be deemed to have accepted the changes of the Personal Data Classification. If the Client objects to the changes in the Personal Data Classification, Safey will not change the Personal Data Classification, provided that the Client had a justifiable reason for its objection. The term "justifiable reason" as referred to in this Section refers to circumstances that to a considerable degree affect, or likely will affect, the protection of the personal integrity of the individual data subject, for example, the Client may not by mandatory law transfer that type of Personal Data from where it is currently stored and processed.

2.3.5 In case Safey lacks the instructions that Safey considers necessary to perform the tasks that the Client has appointed Safey to perform within the scope of the Safey Services, Safey shall, without delay, notify the Client of its position and await such instructions that the Client deems necessary.

2.3.6 Access to the Personal Data shall, within Safey's organization, be limited to those who require it for the performance of the Safey Services and who are obligated to observe secrecy by agreement or by law. Safey shall take appropriate technical and organizational measures to protect the Personal Data. Such measures shall provide a level of security that is appropriate with regard to the available technology and the cost of the measures, taking into account whether there are any specific risks involved with the processing and the level of sensitivity of the Personal Data. Such measures include:

(a) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;

(b) the ability to restore the availability of and access to Personal Data in a timely manner in the event of a physical or technical incident;

(c) the pseudonymization and encryption of the Personal Data when the processing so requires under the applicable law;

(d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing, when required under the applicable law;

(e) keeping and updating logs of Personal Data, maintenance of a secure IT environment, and establishment and maintenance of physical security measures and procedures; and

(f) ensuring procedures to immediately notify the Client of any completed unauthorized access to the data provided by the Client (including destruction or alteration of the Personal Data).

2.3.7 As stated in section 3.6 above Safey undertakes to ensure an appropriate level of security for personal data and to implement the security measures described at **www.safeyglobal.com**. Safey updates from time to time the applicable technical and organizational measures to protect Personal Data, which can be found at **www.safeyglobal.com**.

2.3.8 Safey undertakes to, at all times, ensure that relevant personnel comply with this DPA and the Client instructions, and to ensure that they are kept informed regarding the from time to time applicable data protection legislation.

2.3.9 Safey shall, through suitable technical and organizational measures and to the degree it is possible in relation to the nature of the processing, assist the Client in order for the Client to be able to fulfill its obligation to respond to requests from the individual data subjects in accordance with the applicable law or regulation. Safey shall also in other aspects assist the Client in fulfilling its obligations, taking into account the type of processing and the information available to Safey, regarding:

(a) security in connection to the processing;

(b) notification of any personal data breach to the supervisory authority;

(c) communication to the data subject of a personal data breach; and

(d) data protection impact assessment and prior consultation;

to the extent that the obligations in (a)-(d) above are required according to the applicable law or regulation. Safey shall be entitled to reasonable compensation for its assistance in accordance with this Section 2.3.9 if Client requires more documentation regarding points (a) and (d) than is currently available at **www.safeyglobal.com** and for points (b) and (c) above if a data breach was caused by the Client and not Safey.

2.3.10 Safey shall notify Client within 48 hours after becoming aware of a personal data breach affecting Client's Personal Data. After the initial breach notification Safey shall send continues update notifications according to Safey internal breach processes until the breach has been investigated and resolved. Breach notifications shall be sent over email to the email address registered by Client. Client can register or change the breach notification email address by sending an email to info@safeyglobal.com with title; "breach notification email address" and include Client information in the mail body for identification of Client including verification of the validity and authority of the sender. Safey will confirm receiving the breach notification email address, and only email addresses confirmed by Safey will be considered valid for breach notifications. Safey undertakes to maintain a written record of the processing of Personal Data including the content stated in article 30.2 of the GDPR. Upon request, the records shall be provided to the Client.

2.3.11 If, contrary to the GDPR, the Client does not inform the individual data subject of a personal data breach and the supervisory authority orders Safey to rectify the deficiency, the Client shall compensate the costs of Safey to adhere to the order of supervisory authority.

2.3.12 Safey has the right to appoint another processor (a so-called sub-processor) for the processing of the Personal Data. Safey shall inform the Client that Safey intends to appoint another or replace a sub-processor at least 20 working days before such an appointment or replacement takes place. Safey may notify the Client of new sub-processors by updating a list available on Safey's website. If the Client objects to the appointment of such sub-processor that the Client has been informed of according to this Section 3.12 before the appointment, Safey cannot appoint the sub-processor for the processing of the Personal Data, provided that the Client had a justifiable reason for its objection. The term "justifiable reason" as referred to in this Section refers to circumstances on behalf of the sub-processor that, to a considerable degree affects, or likely will affect, the protection of the personal integrity of the individual data subject, for example if the new sub-processor does not fulfil the requirements on personal data processors in the GDPR or any other relevant privacy legislation. If Safey engages such sub-processor, Safey shall ensure that the data processor by agreement undertakes the

same data privacy obligations as arising out of this DPA. Safey is fully responsible towards the Client for such undertakings of the sub-processor.

2.3.13 Unless specifically instructed by the Client in writing Safey undertakes to not transfer Class A personal data to a country outside EU/EEA.

2.3.14 Unless otherwise agreed upon in writing between the Parties, Safey has the right, with the exception if Personal Data Localization is purchased for EU/EEA according to section 3.15, to transfer Personal Data classified as Class B outside the EU/EEA. Safey undertakes to only transfer or process personal data outside the EU/EEA when such transfer or processing is lawful under article 45-47 of the GDPR.

2.3.15 If available in the Safey Services, Safey may offer data storage and processing localization to a selected region (“**Personal Data Localization**”). If the Client orders Personal Data Localization, then Safey may not transfer or process any Personal Data outside the localization area specified by the Client. The Client accepts that Personal Data Localization may impact the functionality and quality of the Safey Services and that the Personal Data Localization functionality may be delivered completely or in part in the form of documented instructions on how to use the Safey Services (“**Personal Data Localization Instructions**”). If the Client does not follow the Personal Data Localization Instructions, then the Client accepts that transfer may occur outside the selected region.

2.3.16 The Client has the right to information and the right to audit the performance of Safey’s obligations under the DPA. Safey shall allow and contribute to such audits, including inspections, carried out by the Client or an auditor engaged by the Client. If the Client wishes to carry out an inspection, the Client shall inform Safey of such inspection within reasonable time before the inspection and at the same time specify the content and scope of the inspection. Safey has right to compensation of its reasonable costs in relation to such an inspection or other audit. Unless otherwise agreed upon in writing, the inspection can only be performed if an audit according to the GDPR cannot be fulfilled through the provision of information by Safey.

2.3.17 An inspection according to Section 3.16 requires that the Client, or an auditor appointed by the Client, has agreed upon necessary confidentiality obligations, and adheres to the safety regulations on the place of inspection. It also requires that the inspection is performed without the risk of disrupting the business operations of Safey or the protection of the information of other controllers and personal data. Information that is gathered as part of an audit, including inspections, shall be deleted after the audit is completed or when it is not necessary for the purpose of the audit.

2.3.18 Safey shall immediately inform the Client if Safey believes that an instruction is contrary to applicable law, regulation, or equivalent ordinance. Safey shall be prepared

to comply with decisions made by the Swedish Authority for Privacy Protection on measures to comply with the safety requirements of applicable law.

2.3.19 Safey shall without delay notify the Client regarding any contact with a competent supervisory authority that concerns, or could be of importance for, Safey's processing of Personal Data. Safey does not have the right to represent the Client or act on its behalf in relation to the supervisory authority.

2.3.20 Upon discontinuation of Safey's processing of the Personal Data (e.g. due to the Client giving instructions that the processing should be discontinued or that the DPA is terminated in accordance with Section 4.1 below), Safey shall return, delete, or anonymize all data containing personal data covered by this DPA and all media on which such data is stored. Safey shall also delete or anonymize existing copies of all such data, e.g. from backup systems, unless Safey has a legal obligation to retain the Personal Data under union or member state law. For clarity, no inadvertent failure of Safey to return, anonymize or destroy any particular copy constitutes a breach under this section, so long as Safey uses commercially reasonable and industry standard measures to limit and destroy such copies, and, upon becoming aware of the existence of such copy, destroys it pursuant to this section.

2.3.21 Safey shall notify the Client or Partner of any Personal Data requests from data subjects. Safey may reply to the data subject that all data subject requests shall be made directly to Client or Partner. Safey shall not disclose any Personal Data to the data subject unless instructed by Client or Partner or required by mandatory law.

2.3.22 The Client has the right to request, via a support ticket, to extract of all Personal Data stored by Safey. The Personal Data will be delivered in encrypted form in a machine-readable format. Before delivery Safey has right to verify the validity of the request and the validity of the recipient of the data directly with Client or through other means of verification, and if the verification does not fulfill Safey's internal data release policies Safey may withhold the delivery until proper verification can be provided.

2.3.23 Safey will provide Client the following documents on request;

- (a) Data Protection Impact Assessment;
- (b) Executive summary on penetration test from third party information security experts;
- (c) Any, if available, information security certifications; and
- (d) Public documents related to Safey's information security processes.

All documents in this section are provided as is with no guarantee of completeness.

2.4 Miscellaneous

2.4.1 This DPA shall enter into force on the Effective Date (as defined in the introduction of this Agreement). The DPA shall terminate simultaneously with the Agreement, however, at the earliest when Safey has ceased all processing of the Personal Data.

2.4.2 Safey has no right to transfer its rights or obligations under this DPA, in whole or in part, without the Client's prior written consent.

2.4.3 If applicable data protection legislation change during the period of this DPA, or if a competent supervisory authority issues guidelines, decisions or rules regarding the application of the applicable data protection legislation, that results in this DPA to no longer meet the requirements provided for data processing agreements, or if the agreement or agreements that regulate the Safey Services change, this DPA shall change to accommodate such new or additional requirements and/or changes. Any such change shall enter into force on the day that the Client states, but not earlier than five days after notice of such change were sent to Safey. If the changes in the DPA are due to changes in the Agreement or agreements that regulate the Safey Services then Safey has right to compensation for its reasonable costs incurred by such a change of this DPA.

2.4.4 In addition to what is applicable under the Agreement, for the period of this DPA and thereafter, Safey undertakes not to disclose the Personal Data to any third party other than as permitted by this DPA. The Personal Data may only be disclosed to such employees of Safey for which the Personal Data is necessary to perform their tasks, to a competent supervisory authority, or otherwise when disclosure of the Personal Data is required by law. It is the responsibility of Safey to ensure that employees that are likely to come in contact with the Personal Data have undertaken to keep the Personal Data confidential to the same extent as Safey is required under this DPA.

2.4.5 This DPA shall be governed by and construed in accordance with Swedish law. Disputes concerning the interpretation or application of this DPA shall be settled in accordance with the Agreement.

2.4.6 Safey will collect, retain, use and process Personal Data only in Safey's capacity as a service provider to Client and Users and only in accordance with the Client's instructions; will not collect, retain, use or process Personal Data outside the business relationship of such parties; and will not collect, retain, use or process Personal Data except for the purpose of providing the Safey Services, and for no other commercial purpose, except as required or permitted by law.

3. Terms of Use

This section 3 governs the Client's and the Users' use of Safey Services and is applicable to both the Client and its Users.

3.1 General

3.1.1 If a Client has acquired access to the Safey Services and intends to enable its employees, agents, directors, or similar Users to use the Safey Services, Safey will provide the Safey Services to the Client who in turn will provide access to the Safey Services to its Users. The Client shall be fully responsible under this Agreement for the acts and omissions of Users affiliated with the Client.

3.1.2 Please note that, depending on your location, some of the terms in this Agreement may not apply to you. Safey will always provide the Safey Services in accordance with the legal requirements applicable to you. If there is a conflict between any terms in this Agreement and any legal requirements applicable to you in your jurisdiction, such legal requirements will prevail.

3.1.3 When a Client has acquired access to the Safey Services through Partner, and that Partner has granted the Client rights exceeding the rights stated in this Agreement, the Client and User acknowledge and accept that such rights cannot be claimed or enforced against Safey and that Safey has no liability for any damage or loss arising from those rights.

3.2 Service

3.2.1 If you use the Safey Services as a service provided by your employer, Safey provides the Safey Services to your employer or your agency who in turn provides access to the Safey Services to you.

3.2.2 Safey is constantly changing and improving the Safey Services. Safey may add or remove functionalities or features, and may suspend or stop the Safey Services altogether.

3.3 Intellectual Property Rights

3.3.1 Safey or its licensors own all Intellectual Property Rights (as defined in Section 3.2 below) and all other rights (whether or not capable of registration) relating to Safey's business including the Safey Services, the Platform, the App, and its content (save for content provided by Partner or Client or third party content provider), trademarks, domain names and any other materials, documentation or services made available to you or otherwise offered by Safey. The information is protected by law, including Swedish and foreign intellectual property law and market law. This means that trademarks, company names, product names, images and graphics, designs, layouts,

information on products, services, and other content published on the Safey Website or in the App may not be copied or used without Safey's prior written consent.

3.3.2 "**Intellectual Property Rights**" means patents (including utility models), design patents, design rights (whether or not capable of registration), copyrights, copyright related rights, moral rights, rights in databases, trademarks, trade secrets, know-how, trade names, rights under marketing law and passing off, topography rights and semiconductor chip rights, and all other intellectual property rights; in all cases whether or not registered or registrable, and applications for any of the foregoing respectively, and all rights to apply for the same, and all rights and forms of protection of a similar nature or having a similar effect to any of these anywhere in the world.

3.3.3 Subject to your proper fulfillment of this Agreement, Safey grants you a personal, non-assignable and non-exclusive license to use, and, if you are a Client, enable your Users use the Safey Services. This license is for the sole purpose of enabling you to use the Safey Services as provided by Safey or a Partner, in the manner permitted by this Agreement. You may not copy, modify, distribute, sell, or lease any part of the Safey Services, the Platform, the App or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions, or you have been granted Safey's written permission. You shall not, directly, or indirectly, use, register or try to register any trademark or any other words or phrases, or name of a company or organization, which are or may be considered as similar to Safey's trademarks, or attempt to do anything of the aforesaid.

3.3.4 You have no obligation to provide Safey with input, ideas, suggestions or improvements to the Safey Services ("**Feedback**"). However, if you submit any Feedback to Safey (or its duly appointed Partner), then you grant Safey a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferable, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, or publicly perform the Feedback in any manner without any obligation, royalty or restriction based on Intellectual Property Rights or otherwise.

3.4 Use and equipment

3.4.1 You warrant and undertake that you shall at all times conduct your business and use the Safey Services in full conformity with all applicable laws and regulations as well as in compliance with good and sound business practice. This includes but is not limited to that you may under no circumstances, and the Client shall procure that no Users of the Client, use the Safey Services to publish, distribute, copy or otherwise transmit any data or information that

(a) it does not have the right to distribute by law or agreement;

(b) is infringing, contributes to infringement, or encourages others to infringe intellectual property rights or trade secrets;

(c) contains any viruses, trojans, Internet worms, malware, or that may otherwise damage or adversely affect the Safey Services; or

(d) otherwise causes damage or other inconvenience to Safey or third parties.

3.4.2 You are not allowed to, in an automated and/or commercial way, disseminate, copy, or publish the information received through the Safey Services.

3.4.3 Notwithstanding Section 4.2, publishing information received through the Safey Services is allowed when the Safey Services are used as intended.

3.4.4 You must ensure that no unauthorized person or entity (i.e. any other person or entity than you) is able to use your login details. You may not disclose your usernames, passwords or other access credentials to any unauthorized person and must ensure that documents containing your username, password or other access credentials are kept in such a way that unauthorized persons cannot gain access to the information. You are responsible for all acts or omissions by an unauthorized person using your access credentials.

3.4.5 Notwithstanding Section 4.4, the Client may give access to the Safey Services to such sub-suppliers that require access to the Safey Services to fulfill their obligations towards the Client. The sub-supplier may only access the Safey Services for the purposes stated by the Client.

3.4.6 Safey has the right to, at any time, suspend or terminate the Safey Services if you violate the Agreement or otherwise use the Safey Services in a way that may cause Safey or a third party any harm. Safey shall not be liable for such suspension or termination.

3.4.7 If you as a Client has acquired access to the Safey Services by entering into an agreement with a Partner, Safey has the right to, at any time, suspend or terminate the Safey Services due to any breach by the Partner of its agreement with Safey, or termination of the agreement between Safey and the Partner for any other reason, irrespective of whether you have complied with the agreement between you and the Partner and this Agreement. Safey shall not be liable for such suspension or termination.

3.4.8 You are solely responsible for the technical equipment and any additional services needed to use the Safey Services, such as, but not limited to, computers, mobile phones, mobile phone subscriptions, Internet access, WiFi connection, and travel

management services. You acknowledge and accept that the provision of the Safey Services is dependent upon third party providers, e.g. internet providers or cloud services, and that Safey has no responsibility for such third party.

3.5 Indemnification

3.5.1 Each Party agrees to indemnify, defend, and hold harmless the other Party, its subsidiaries, agents, licensors, managers, consultants, officers, directors, employees, contractors, advisors, affiliates, and partners from and against all claims, losses, liability, expenses, damages, judgments, awards, and costs (including reasonable attorney's fees), related to or arising from any breach of this Agreement.

3.5.2 In addition to Clause 5.1 above the Client agrees to indemnify, defend, and hold harmless Safey its subsidiaries, agents, licensors, managers, consultants, officers, directors, employees, contractors, advisors, affiliates, and partners from and against all claims, losses, liability, expenses, damages, judgments, awards, and costs (including reasonable attorney's fees), related to or arising from:

(a) the Client's or its Users' use or misuse of any material or information posted, provided, transmitted, or otherwise made available by you or by Safey;

(b) the Client's or its Users' access or use of the Safey Services and related content;

(c) the Client's or its Users' violation of any third-party right, including intellectual property and privacy rights;

(d) the Client's or its Users' violation of a law, rule, or regulation; or

(e) another party's use of the Safey Services using the Client's or its Users' access credentials.

3.5.3 Safey reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Safey's defense of such matter.

3.6 Warranties and disclaimers

3.6.1 Safey does not and cannot warrant that Safey Services will operate in a manner that is completely error free, nor that information provided is always accurate.

3.6.2 Safey undertakes to ensure that the Safey Services in all material aspects corresponds with the descriptions at www.safeyglobal.com.

3.6.3 Use of the Safey Services is at your sole risk, and you assume full responsibility for all risk associated therewith. All information provided through Safey Services is provided “as is” and “as available”, without any warranties or conditions. Safey reserves the right, in its sole discretion and without any obligation, to correct any error or omission in any portion of the Safey Services, the Platform, or the App, with or without notice to you. Users should always evaluate output and data from the Safey Services on an individual basis.

3.6.4 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SAFEY AND ITS AFFILIATES HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. THESE INCLUDE, BUT ARE NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SAFEY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SAFEY SERVICES.

3.6.5 WITHOUT LIMITING THE FOREGOING, SAFEY AND ITS AFFILIATES MAKE NO WARRANTY AS TO THE SECURITY, RELIABILITY, AVAILABILITY, ACCURACY, QUALITY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS, OR SUITABILITY OF THE SAFEY SERVICES AND INFORMATION RETRIEVED OR RECEIVED FROM IT. SAFEY AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR COMPLETENESS, ERRORS, OR OMISSIONS IN THE INFORMATION, SERVICES, OR DOCUMENTS THAT ARE AVAILABLE IN, REFERENCED BY OR LINKED TO IN SAFEY SERVICES.

3.6.6 The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

3.6.7 Safey may at any time inform you, by updating a non-compliance list, that the Safey Services cannot be used in certain regions, countries, or states due to applicable laws, and shall not be liable for your use of the Safey Services in such country. For the updated list of where the Safey Services cannot be used due to applicable laws or technical limitations, please visit www.safeyglobal.com.

3.7 Limitation of liability

3.7.1 UNLESS AND TO THE EXTENT SPECIFICALLY STATED OTHERWISE, SAFEY SHALL HAVE NO LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND (INCLUDING ANY CLAIMS AGAINST YOU BY THIRD PARTIES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING YOUR USE OF THE SAFEY SERVICES, REGARDLESS OF HOW IT WAS CAUSED AND WHETHER SUCH DAMAGE OR LOSS WAS FORESEEABLE OR NOT AT THE TIME WHEN THIS

AGREEMENT WAS ENTERED INTO (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS).

3.7.2 YOU AGREE THAT YOUR USE OF THE SAFEY SERVICES IS AT YOUR OWN RISK. IF YOU ARE NOT SATISFIED WITH THE SAFEY SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR USE OF THE SAFEY SERVICES.

3.7.3 IN NO EVENT SHALL SAFEY OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, LOSS OF GOODWILL, LOSS OF USE, EMOTIONAL DISTRESS, LOSS OF PROFITS, INTERRUPTION OF SERVICES OR PRODUCTION, LOSS OF DATA, OR OTHER INTANGIBLE LOSSES, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, OR ANY OTHER THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, RELIANCE ON, OR THE INABILITY TO USE, THE SAFEY SERVICES. SAFEY SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY, RELIABILITY, TIMELINESS, OR COMPLETENESS OF THE CONTENT OR ANY OTHER INFORMATION CONVEYED TO YOU OR FOR ERRORS, MISTAKES, OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. SAFEY UNDERTAKES NO LIABILITY TOWARDS YOU FOR ANY MALFUNCTION OR NON-COMPATIBILITY OF YOUR EQUIPMENT AND CONNECTED SERVICES WITH THE SAFEY SERVICES. SAFEY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD PARTIES OUTSIDE SAFEY'S REASONABLE CONTROL.

3.7.4 FURTHERMORE, SAFEY WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, OR INJURY RESULTING FROM

(a) UNAUTHORIZED ACCESS TO, OR HACKING OR TAMPERING OF, YOUR ACCOUNT OR THE INFORMATION THEREIN;

(b) UNAUTHORIZED ACCESS TO OR USE OF SAFEY'S SERVERS AND ANY PERSONAL INFORMATION STORED THEREIN; OR

(c) BUGS, VIRUSES, TROJANS, MALWARE, OR OTHER DESTRUCTIVE CODE.

3.7.5 IN NO EVENT SHALL SAFEY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED YOUR ANNUAL PAYMENTS FOR THE SAFEY SERVICES.

3.7.6 To the extent any of the above limitations of liability are restricted by mandatory applicable law, such limitations shall not apply to the extent of such restrictions.

3.7.7 Safey's liability towards the Client or User is exclusively regulated herein and is not affected by any agreement between the Client and Partner which provides access to the Safey Services to the Client.

3.7.8 If you access the Safey Services through a third party app provided by Partner or Client where the Safey Services have been incorporated or form an integral part of the app, Safey is not in any way liable for content generated by the Partner or Client.

3.7.9 If you access to content provided by Partner or a third party content provider or Client, that has been incorporated, or form an integral part of Safey Services, Safey is not in any way liable for content generated by Partner or third party content provider or Client.

3.7.10 If you access content through a link in the Safey Services or a third party app to an external third party content provider such as, but not limited to, a local news website, Safey is not in any way liable for content generated by the third party.

3.8 No waiver

3.8.1 No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

3.8.2 A Party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

3.9 Assignment

A Party may not assign any or transfer any rights under these Terms of Use to any third party, unless a prior written approval from the other Party, which consent shall not be unreasonably withheld.

3.10 Miscellaneous

3.10.1 If and to the extent that either Safey's or Client's performance of its obligations under this Agreement is impeded or made unreasonably onerous by circumstances beyond its reasonable control, including, but not limited to, general labor disputes, war, fire, lightning, flood, acts of terrorism, amendments to regulations issued by governmental authorities, intervention by governmental authorities and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this Section, such Party shall be released from liability in damages and any other penalties for delay in performing or failure to perform such obligations. The Party wishing to claim relief by reason of any circumstance as referred to in this Section shall without undue delay notify the other Party in writing. If performance is prevented for more than one (1) month as a result of any of the circumstances as referred to in this

Section, the Party not affected by force majeure shall be entitled to immediately terminate the Agreement by notice in writing.

3.10.2 The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

3.11 Apple requirements

3.11.1 This Section 11 is solely applicable to the App when provided for iPhone.

3.11.2 You acknowledge and agree that (i) this Agreement are concluded between you and Safey only, and not Apple, Inc. nor its subsidiaries (hereinafter –“Apple”); (ii) Safey, and not Apple, is solely responsible for the Licensed Application and the content thereof; (iii) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application; (iv) in the event of any failure of the Licensed Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Licensed Application to you; (v) to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application; (vi) Apple is not responsible for any claims, losses, liabilities, damages, costs, or expenses that you may have arising out of your use of the Licensed Application; (vii) Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim related to the Licensed Application or your possession and use of the Licensed Application, nor is Apple responsible if the Licensed Application or your possession and use of the Licensed Application infringes any third party’s intellectual property rights; and (viii) you acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

3.12 Safey Marketplace

3.12.1 Safey Marketplace is a digital advertisement service for security related products and services made available in the Safey Platform. The Safey Marketplace is solely intended to facilitate an advertising platform between Safey, Safey’s partner or a third-party service offering (“**Advertiser**”) towards the Client. Safey does not recommend or endorse any services, offers or information communicated by Advertiser on Safey Marketplace.

3.12.2 All marketing, offering and communication by Advertiser on Safey Marketplace is made at such service provider's sole risk and responsibility. Under no circumstances shall any marketing, offering or communication by a Safey partner or a third-party service provider on Safey Marketplace be construed as made by or on behalf of Safey.

3.12.3 Safey makes no warranties or representations, express or implied, regarding Safey Marketplace, the content and information communicated by Safey or any Advertiser on Safey Marketplace, including but not limited to:

- (a) the accessibility, function, features or service level of Safey Marketplace;
- (b) the accessibility to data submitted to Safey Marketplace;
- (c) the accuracy or completeness of any information provided by Advertisers;
- (d) whether any of the Advertisers have and will maintain sufficient rights, interests in and authority to provide the services marketed or offered;
- (e) the suitability, quality or scope of any services marketed, offered or provided by any Advertiser;
- (f) whether information provided by Advertiser complies with applicable laws, regulations or contractual obligations; and
- (g) whether the services marketed, offered or provided by Advertisers comply with applicable laws, regulations or contractual obligations.

3.12.4 Safey shall have no liability for any direct or indirect cost, damage or loss of any kind incurred in connection with any use of Safey Marketplace, regardless of how it was caused, who caused it and whether such cost, damage or loss was foreseeable or not.

3.13 Governing law and disputes

3.13.1 This Agreement and any non-contractual obligations arising out of or in connection with any section of this Agreement shall be governed by and construed in accordance with the laws of King Country, United States, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction. Specifically excluded from application to this Agreement is the United Nations Convention on the International Sale of Goods.

3.13.2 Any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination, or invalidity thereof, shall be finally settled in accordance with Section 6.2.

4. Privacy policy

This privacy policy describes the processing of Personal Data that occurs when the User uses Safey Services.

4.1 General

4.1.1 We are committed to protecting your privacy and to comply with applicable data protection and privacy laws. Throughout this privacy policy, (the “**Privacy Policy**”), the term “**Personal Data**” means information relating to an identified or identifiable individual (i.e., a natural person).

4.1.2 This Privacy Policy applies to the processing of Personal Data collected or submitted by you in connection with the use of the products and the Safey Services, offered by us and our affiliates, partners, suppliers and clients. Please read this Privacy Policy carefully to understand how we collect, use, transfer, and store your data as you make full use of the Service.

4.1.3 Please note that if you read this Privacy Policy in the capacity of a representative or contact person of one our potential or existing client, partner, supplier, or other business contact, we kindly refer you to our general external privacy policy, available at www.safeyglobal.com.

4.1.4 We recognize our responsibility to protect the Personal Data and other information you have provide us with. We take appropriate technical and organizational information security measures to safeguard your Personal Data against loss and misuse, as well as unauthorized access.

4.1.5 In this Privacy Policy, we explain which types of Personal Data we may process about you and for what purpose we process them. We also detail our processing of Personal Data as well as what choices and rights you have in relation to such processing. We kindly ask you to carefully review our Privacy Policy and acquaint yourself with its content.

4.1.6 Please note that if you use the Safey Services as a service provided directly from Safey then this Privacy Policy relates to processing of Personal Data for which we are the controller. This means that we are responsible for the processing of your Personal Data. It also means that you should turn to us with questions or remarks, or if you wish to enforce any of your rights in relation to our processing of your Personal Data.

4.1.7 Please note that if you use the Safey Services as a service provided by your employer or contracted party, in your capacity as an employee, consultant, agent or other representative, the employer or contracted party is the responsible controller of

your Personal Data within the scope of our provision of the Safey Services. We only process data on behalf of your employer or contracted party.

4.1.8 Unless your employer or contracted party has provided you with a privacy policy informing you about the processing applicable to the Safey Services, this privacy policy shall apply between you and your employer or contracted party. Please note that if your employer or contracted party is located outside of the EU/EEA, there may be limitations to which rights you as a data subject may exercise due to local mandatory law. For questions regarding the processing of your Personal Data in such cases, or if you want to exercise your rights, please contact your employer or contracted party as instructed in your employer's or contracted party's general privacy policy.

4.2 The data we collect when we provide the service

4.2.1 The Personal Data processed by Safey due to your use of the Safey Services is divided into two sensitivity classes A and B. Class A is sensitive Personal Data, i.e. passport information and medical data, and class B is less sensitive Personal Data, i.e. your name and telephone number. Safey accounts for the sensitive nature of Class A Personal Data and takes additional precautions for the processing of such Personal Data.

4.2.2 If you use the Safey Services as a service provided by your employer or contracted party in your capacity as an employee, consultant, agent or other representative, and your employer or contracted party has purchased additional services which include processing of Class A Personal Data, we may process such data. In this situation your employer or contracted party is the data controller and is, as such, the party responsible for ensuring that the processing of the Class A Personal Data is lawful.

4.2.3 In addition to the Personal Data described above, Safey may process information of how you use the Safey Services in order to compile statistics that are used in order to improve the Safey Services and to provide you with relevant functionality of the Safey Services. Your personal data will be pseudonymized before Safey processes it for the purposes mentioned in this section.

4.2.4 If you use the Safey Services in your capacity as an employee, consultant, agent or other representative, and your employer or contracted party in writing has objected to our processing of the information of how you use the Safey Services described in Section 4.2.2, we will not process such information. In such event, we will only process information of how you use the Safey Services in accordance with section 4.3.4 below.

4.3 The purposes for which we collect and process your personal data

4.3.1 We process your Personal Data for the purpose of providing you with the Safey Services, including tracking your geographical location. Location data is collected both when using the service actively and passively in the background. The type of location data that is collected is dependent on your privacy settings. The location data is processed to keep track of User's location in order to fulfill the security service. If you use the Safey Services as a service provided by your employer or contracted party in your capacity as an employee, consultant, agent or other representative, your employer or contracted party may have access to the location data and other Personal Data for the purpose of providing security services. The processing is conducted on the basis that it is necessary for the performance of our contract with you regarding the provision of the Safey Services. Please note that you need to enable the real time location and sharing of the location data if want to use functionality of the Safey Services that is dependent on location data.

4.3.2 The Personal Data described in Section 4.2.2 is processed for the purpose of providing you with a functionality of the Safey Services as agreed between your employer or contracted party and Safey. The functionality, and the Personal Data described in Section 4.2.3, is processed by your employer or contracted party for example when assessing the medical risks with an upcoming business trip or to ensure that you obtain the correct medical treatment in case of emergency. The processing is conducted on the basis of your consent. Your employer or contracted party is the data controller and the party responsible for obtaining your consent.

4.3.3 The Personal Data described in Section 4.2.4 is processed for the purpose of improving the Safey Services and to provide you with relevant functionality of the Safey Services by understanding how the Users use the Safey Services. The processing is conducted on the basis of our legitimate interest to collect information to maintain and improve the functionality, content, and security of the Safey Services.

4.3.4 We may also process your data for the purpose of further analysis, statistical information and to optimize the user experience. Prior to such processing, your Personal Data will be anonymized, meaning that the Personal Data will no longer be attributable to you and thus not considered Personal Data. The anonymization is conducted on the basis of our legitimate interest to be able to improve the Safey Services and carry out statistical analysis regarding the usage of the Safey Services for future optimization.

4.4 Storage of personal data

4.4.1 We store your Personal Data as long as necessary for us to fulfil the purposes of the processing. This means that we will process your Personal Data as long as you are an active user with our Safey Services, however location data will be kept for a maximum period of eighteen (18) months.

4.4.2 When your Personal Data is no longer necessary for the purposes of the processing, it will be deleted or anonymized. We will, however, store your Personal Data if and to the extent we are required to do so according to law.

4.5 Sharing your personal data

We may disclose your Personal Data to our data processors, for example companies providing the Safey Services or hosting and cloud services companies. In such cases, a data processing agreement will be entered into which ascertains that your Personal Data is processed in accordance with this Privacy Policy.

4.6 Third country transfers

To be able to provide the Safey Services, your Personal Data may be transferred to a country outside of the EU/EEA. If your Personal Data are transferred to a country outside the EU/EEA we will provide adequate safeguards to protect your Personal Data. If Safey is the controller of your Personal Data you can obtain a copy of the safeguards applied by contacting us at the e-mail address stated below. Your Class A Personal Data may not be subject to a third country transfer unless your employer or contracted party, specifically instructs us to transfer such Personal Data. If your employer or contracted party is the controller of your Personal Data you must then contact your employer or contracted party to obtain a copy of the applied safeguards.

4.7 Your rights

4.7.1 You have the right to receive confirmation on whether or not we process Personal Data concerning you, and in such cases get access to such Personal Data and also information regarding the Personal Data and how we process it.

4.7.2 You have the right to have inaccurate Personal Data concerning you rectified without undue delay. Taking into account the purposes of the processing, you also have the right to have incomplete Personal Data about you completed.

4.7.3 You have, under certain circumstances, the right to have Personal Data concerning you erased, for example if the Personal Data are no longer necessary in relation to the purposes for which they were collected or if the Personal Data have been unlawfully processed.

4.7.4 In some circumstances you have the right to obtain restriction of the processing of your Personal Data. For example if you contest the accuracy of the Personal Data, you can also require that we restrict the processing of your Personal Data for such a period that enables us to verify the accuracy of the Personal Data.

4.7.5 You have the right to object to processing of your Personal Data that is based on our legitimate interests. If this is done, we must provide compelling legitimate grounds for the processing which overrides your interests, rights and freedoms, in order to proceed with the processing of your Personal Data.

4.7.6 You have the right to receive the Personal Data relating to you and that you have provided to us, in a commonly used electronic format. You have the right to transmit that data to another controller (data portability).

4.7.7 You have the right to complain on the processing of your Personal Data by lodging a complaint to the Swedish Authority for Privacy Protection or any other relevant data protection authority governing the processing of your employer or contracted party.

4.8 The controller of your personal data and contact details

4.8.1 If Safey is the controller of your Personal Data, and if you have any additional questions or concerns about this Privacy Policy or our information practices, please feel free to contact us at any time.

Safey LLC
704 228th Ave NE #883
Sammamish WA 98074
United States

4.8.2 Contact to the data protection team: **info@safeyglobal.com**

4.8.3 If your employer or contracted party is the controller of your Personal Data, please contact your employer or contracted party for any questions or concerns. In case of conflict between what is stated in agreement with your employer or contracted party, and this Privacy Policy, the agreement with your employer or contracted party shall prevail.

4.9 California Residents

If you are a California resident, California law may provide you with certain rights regarding our use of your personal information. This notice is provided by Safey LLC.

A. *“Do Not Track” under the California Online Privacy Protection Act.* We do not track users over time and across third-party sites or services to support third-party advertising, and therefore our sites and services do not respond to “do not track” browser signals (a preference you may be able to set in your web browser to inform websites that you do not want to be tracked). We use third-party services that may collect information about your activities across other sites, apps, and services, although

this is subject to your affirmative consent in some cases, and you are free to alter cookies settings or browser settings to change this.

B. *California's "Shine the Light" law (Civil Code Section § 1798.83)*. This law permits users of our website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to us at info@safeyglobal.com.

C. *California Consumer Privacy Act (CCPA)*.

This part (C) serves as a privacy notice for California residents and applies solely to all visitors, users, and others who reside in the State of California, and applies in our capacity as both a data controller, a data processor, and a service provider to our customers and end-users. We adopt this policy to comply with the CCPA, as amended, including as amended by the California Privacy Rights Act of 2020 as of the effective date of this policy, and any terms defined in the CCPA have the same meaning when used in this notice. Note that provision of this CCPA notice is not an admission on our part that we are a "business" within the meaning of the CCPA, and nothing in this policy may be construed as such an admission.

Personal information we collect

You have the right to request that we disclose to you the information regarding the personal information about you that we collect and use. We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person ("personal information") that falls within the following categories of personal information, and have done so within the last 12 months:

Category	Information Collected
Identifiers	Real name, postal address, home country, unique identifier, international mobile subscriber identity, base station information, online identifier, passport number, Internet Protocol address, email address, mobile phone device information and account name.

Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, address, telephone number, passport number, employment, emergency contact information, and medical information. (Some personal information in this category may overlap with other categories.)
Protected classification characteristics under California or federal law	Gender, nationality, age, medical conditions.
Commercial information	Records of services purchased, obtained, or considered, or other transaction histories.
Internet or other similar network activity	Interaction with a website; browsing and search history.
Geolocation data	Physical location; movements.
Professional or employment-related information	Job title, department/position, description; identity of employer; manager; employment histories, CVs, work address, travel bookings.
Education information (non-public)	Educational histories or records.
Sensitive personal information	Contents of a consumer's texts and emails; personal information collected and analyzed concerning a consumer's health

Personal information does not include: (a) publicly available information from government records; (b) deidentified information or aggregate consumer information; (c) information excluded from the CCPA's scope; and (d) personal information covered by certain sector-specific privacy laws.

We obtain the categories of personal information listed above from the following categories of sources:

- directly from you, your employer, or publicly available sources.

- indirectly when you use our services (eg cookies when using our website).
- from the sources listed in this Policy.

Sensitive personal information

Safety is in the business of providing a crisis management and employee safety platform and uses sensitive personal information solely for such purposes.

Retention Periods

We retain the personal information listed above for no longer than is necessary for the purposes for which it is disclosed.

Our use of personal information

We may use or disclose the personal information we collect for the purposes set forth in this Policy, and one or more of the following business purposes:

- to fulfill or meet the reason you provided the information. For example, if you share your name and contact information to request a price quote or ask a question about our offerings, we will use that personal information to respond to your inquiry. If you provide your personal information to purchase a access to our service, we will use that information to process your payment and facilitate delivery.
- to provide, support, personalize, and develop our website, products, and services.
- to create, maintain, customize, and secure your account with us.
- to process your requests, purchases, transactions, and payments and prevent transactional fraud.
- to provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our sites, third-party sites, and via email or text message (with your consent, where required by law).
- to help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- for testing, research, analysis, and product development.
- to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- as described to you when collecting your personal information or as otherwise set forth in the CCPA.
- auditing related to a current interactions and concurrent transactions, including, but not limited to, counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards.
- detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.
- debugging to identify and repair errors that impair existing intended functionality.

- to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

We do not sell or share personal information of consumers to businesses or third parties such that the opt-out requirements of the CCPA would apply to us (as the terms “sell”, “share”, “consumers”, “businesses” and “third parties” are defined in the CCPA).

Sharing personal information

We may disclose any or all of the categories above of your personal information to a third party for a business purpose, as set forth in this Policy, and we have done so in the last 12 months. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract. The CCPA prohibits third parties who purchase the personal information we hold from reselling it unless you have received explicit notice and an opportunity to opt-out of further sales.

We disclose your personal information for a business purpose to the following categories of third parties:

- third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this Policy.
- service providers.
- any other third parties you have permitted us to disclose your personal information to.
- as set forth in this Policy.

Your rights and choices

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you (unless an exception applies):

- the categories of personal information we collected about you.
- the categories of sources for the personal information we collected about you.
- our business or commercial purpose for collecting or selling that personal information.
- the categories of third parties with whom we share that personal information.
- the specific pieces of personal information we collected about you (also called a data portability request).
- if we sold or disclosed your personal information for a business purpose, two separate lists disclosing: (a) sales, identifying the personal information categories that each

category of recipient purchased; and (b) disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Data correction rights

You have the right to request, in a verified consumer request (see below), that we correct personal information about you that is incorrect. We will use commercially reasonable efforts to do so, taking into account the nature of the personal information and the personal information's processing purposes.

Deletion request rights

California residents have the right under the CCPA to request that we delete any of their personal information that we have collected and retained, subject to certain exceptions. Once we receive and confirm a verifiable consumer request (see below), we will delete (and direct our service providers to delete) relevant personal information from our records, unless an exception applies.

We may deny California residents' deletion request if doing so is permitted or required by applicable law, or if retaining the information is necessary for us or our service provider(s) to:

- complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with the requesting individual, or otherwise perform our contract with a requesting individual.
- detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- debug products to identify and repair errors that impair existing intended functionality.
- exercise free speech, ensure the right of another to exercise their free speech rights or exercise another right provided for by law.
- engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement if you previously provided informed consent.
- enable solely internal uses that are reasonably aligned with consumer expectations.
- comply with a legal obligation.
- make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Verifiable consumer request

To exercise CCPA access, data portability, correction and deletion rights, please submit to us a verifiable consumer request to info@safeyglobal.com.

Only a California resident, or a person registered with the California Secretary of State that a California resident has authorized to act on their behalf, may make a verifiable consumer request related to their personal information. A California resident may also make a verifiable consumer request on behalf of their minor child.

A verifiable consumer request for access or data portability can only be made twice within a 12-month period. The verifiable consumer request must provide sufficient information that allows us to reasonably verify the California resident about whom we collected personal information or an authorized representative, and contain sufficient detail that allows us to properly understand, evaluate, and respond to it. We cannot respond to your request or provide personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account on our website. However, we do consider requests made through your password protected account sufficiently verified when the request relates to personal information associated with that specific account. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request. We will endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance. We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-discrimination

We will not discriminate against you for exercising any of your CCPA rights. Except as permitted by the CCPA, we will not:

- deny you goods or services.
- charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.

- provide you a different level or quality of goods or services.
- suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

5. Safey service level

This Section 5 governs the service availability of the Safey Services.

5.1 Service levels

5.1.1 Service availability is measured by the availability of the Safey Services on a monthly basis, and is re-set at the end of each month.

5.1.2 The Safey Services shall have an uptime of at least ninety-nine point five (99.5) % per month, excluding downtime due to circumstances stated in Section 3, (the “**Availability**”).

5.1.3 Safey will use its best efforts to ensure that the Availability meets the above stated target.

5.1.4 Safey shall ensure that any fault, errors, problems with, or interruption to the Safey Services are resolved as soon as practically possible.

5.2 Measuring of availability

5.2.1 Downtime is defined as the period of time where the Safey Services are not available, calculated from the moment in time the failure in Availability is reported by Client to Safey until the Safey Services becomes available again. Downtime shall not include downtime due to circumstances stated in Section 3.

5.2.2 Safey uses a third party tool which monitors the uptime of the Safey Services. The measurement consists of tailored web requests that will only succeed if each and every critical sub-system is up and running. It is considered downtime if these requests either timeout after thirty (30) seconds TCP connection timeout, after thirty (30) seconds of no initial first byte or return a HTTP 5xx error code. HTTP 1xx, 2xx, 3xx and 4xx are considered valid responses. It is also considered downtime if the HTTPS-certificates are invalid.

5.2.3 Quarterly Availability reports can be provided to the Client at request. The report states scheduled and non-scheduled downtime during the relevant period.

5.3 Downtime for which Safey is not responsible

5.3.1 Downtime caused by circumstances referred to in this Section 3 shall be excluded when measuring the Availability.

5.3.2 Scheduled downtime, service windows or any other scheduled maintenance activities shall not be regarded as downtime when measuring Availability. Safey shall inform Client at least four (4) days before the start of a scheduled downtime, service windows or any other scheduled maintenance that affects the Availability of the Safey Services via Safey's website or e-mail. Each occurrence of scheduled downtime shall not exceed four (4) hours, and scheduled downtime exceeding four (4) hours shall be measured as downtime.

5.3.3 Critical maintenance shall be not regarded as downtime when measuring Availability. Safey shall notify the Client a minimum of four (4) hours prior to the start of critical maintenance that affects the Availability of the Safey Services. Information regarding critical maintenance will be provided on Safey's website or e-mail. Safey shall keep critical maintenance, with best effort, at a maximum of two (2) times per month. Critical maintenance includes, but is not limited to, security patches, critical bug fixes and other time critical updates that affects operations of critical parts of the Safey Services. Each occurrence of critical maintenance shall not exceed two (2) hours, and critical maintenance time exceeding two (2) hours shall be measured as downtime.

5.3.4 Downtime to the Safey Services caused by or attributable Partner, Client, Users, including integrated third party suppliers, shall be excluded when measuring Availability.

5.3.5 Downtime caused by distributed denial of service attacks shall be excluded when measuring Availability.

5.3.6 Downtime caused by events of force majeure as defined in the Agreement shall be excluded when measuring Availability.

5.4 Compensation

5.4.1 If Safey does not fulfill the specified Availability in accordance with Section 1.2, Client (but, for the avoidance of doubt, no User) shall be entitled to compensation from Safey in the form of a reduction in Client's fees for the provision of the Safey Services during applicable month or months. The reduction is calculated based on the Availability and is applicable for only non-usage-based fees for the Safey Services during a measured month. The reduction is according to the following compensation table:

Availability	Compensation
100 – 99.5 %	0%
99.5 – 98%	2%
98 – 95 %	10%
95 – 90 %	20%
<90 %	50%

5.5 Content

5.5.1 Safey provides content either produced by Safey and/or produced by third party suppliers such as information on safety, security, medical, travel and other information related to the Safey Services (“**Content**”) as a part of the Safey Services.

5.5.2 Content that was originally included in the Safey Services that the Client has purchased (“Default Content”) applies during the agreement period. The risk assessments and communication for the Default Content is conducted with the needs, well-being and interest of the individual User as first priority. The Default Content and communication of the Default Content is aimed at protecting the Users. The Default Content is unbiased and is based on known information at the time of production. The provider of the Default Content maintains and safeguards a non-partisan approach to the information and advice produced, and maintains 24/7 human staffed analysts, to monitor major and serious security and safety threats for the majority of the planet. The static and semi-static information in the Default Content is reviewed at least once every year.

6. Safey Support Services

This Section 6 governs the Clients right to support by Safey.

6.1 General

6.1.1 Safey will provide support services to the Admin Users of a Client.

6.1.2 If you as a Client have acquired access to the Safey Services by entering into an agreement with a Partner, first line support shall always be provided by the Partner where Safey will act as second line support for the Partner.

6.1.3 The Safey Support Services only relate to the Safey Services. No support services related to Partner's or Client's own products and content, or third part content, even when such products and content have been incorporated or form an integral part of the Safey Services.

6.2 Available support services

6.2.1 To request support, an Admin User may create a support ticket by e-mailing the designated support email assigned by Safey or by calling a designated phone number provided by Safey when telephone support is available for the Client. Users may not request support directly without going through the Admin User or Partner.