

## **USER AGREEMENT/PRIVACY POLICY FOR EVACUATION APP**

#### **GENERAL**

This user agreement ("Agreement") governs your (the "Registered User") use of the app SAFESITE - Peace At Work, a mobile application for evacuation alarms. By downloading, installing, and using the App, you agree to this Agreement. If you do not accept the terms, do not use the App.

## **SERVICE DESCRIPTION**

The app provides information and notifications about evacuation alarms and related safety measures. The app complements regular alarm and security systems and should not be considered a replacement for them. We do not guarantee that the App will always function flawlessly, be available without interruptions, or that the information will always be correct and up to date.

#### **USER RESPONSIBILITIES**

You agree to:

- Use the App in accordance with applicable laws and regulations.
- Not abuse or manipulate the App's features.
- Not spread false alarms or misleading information through the App.
- Ensure you have a functioning internet connection and correctly configured device permissions for optimal App performance.
- Not use the App in a way that could disrupt, damage, or overload our servers or network infrastructure.
- Not attempt to gain unauthorized access to the App's systems, servers, or data.
- Understand that the App is only a tool and that you are fully responsible for acting correctly in an emergency situation.
- Not use the App for commercial or illegal purposes.
- Regularly update the App to obtain the latest version and improved features.
- Not bypass, manipulate, or attempt to reprogram the App's functionality or security measures.
- Not allow unauthorized parties access to the App.

#### **DATA STORAGE**

By using the App, you consent to us storing data about your name, phone number, and email and processing data related to your use of the App. This may include device information, location data, and interactions with the app. Data storage and management will be in accordance with applicable data protection laws, including the EU General Data Protection Regulation (GDPR). For more information, see our privacy policy.

The App does not save any personal information that could be used to identify you as a person. Your mobile device's geographic location will be regularly sent to and stored by Safe Site Sweden AB to ensure you can receive relevant information based on your location. Location data is used in the background even when the app is closed or not in use.



Safe Site Sweden AB collects statistics on how the app is used to improve the app. This data cannot be linked to specific users.

#### WHAT IS A PERSONAL DATA?

Personal data is any information that directly, or indirectly in combination with other data, can be linked to a living individual. A non-exhaustive list of examples of personal data includes:

- Name
- Personal identification number
- Email address
- Credit card number
- IP address
- Photos
- User data

Processing of personal data includes any action taken with the personal data, whether automated or not. This includes actions such as:

- Collection
- Registration
- Use
- Combination
- Transfer
- Deletion

## WHAT DOES IT MEAN TO BE THE DATA CONTROLLER?

The data controller is a physical or legal person or other body that determines the purposes and means of processing personal data. A company is a data controller for the personal data it holds about its employees, customers, suppliers, and others. Safe Site is a data processor for the data we process on behalf of the Customer, and the Customer is the data controller.

## **USE OF LOCATION SERVICES**

The App may use location services to provide relevant alarms and information based on your location. By enabling location services, you consent to the App collecting and using your location information for this purpose. If you do not wish to share your location data, you can disable location services in your device's settings, but this may affect the functionality of the App.

# LIMITATION OF LIABILITY AND FULL DISCLAIMER

[App developer/company] disclaims all forms of liability for direct, indirect, incidental, consequential, or punitive damages arising from the use of the app. We make no warranties of any kind, either express or implied, including but not limited to warranties of functionality, availability, fitness for a particular purpose, or freedom from errors and bugs.

You use the App at your own risk. We take no responsibility for any damages, losses, or consequences



that may arise from relying on information or features in the app.

The app is merely a tool and does not replace standard security procedures, alarm systems, or necessary actions in dangerous situations.

#### PERSONAL DATA AND PRIVACY

We process your personal data in accordance with the EU General Data Protection Regulation (GDPR) and other applicable data protection laws. For more information on how we handle personal data, see our privacy policy. Safe Site conducts annual GDPR audits and updates the terms as needed.

## **PRIVACY POLICY**

By using the App, you consent to us collecting, storing, and processing data within the geographic area where the App is used (geofencing). This includes, but is not limited to, location information, device data, and interaction history.

We reserve the right to use all collected data for current and future purposes, including but not limited to analysis, business development, marketing, and improving the functionality of the App. By using the App, you grant us an unlimited, global, and free right to use, store, process, and share collected data in accordance with applicable laws.

We may also transfer or share data with third parties to facilitate further development of our services.

Safe Site Sweden AB is responsible for processing personal data and uses it in accordance with the terms below and the European Parliament and Council Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation).

### PERSONAL DATA PROCESSING AND LEGAL BASES

In order to process personal data, there must always be a legal basis in GDPR. Such legal bases include:

- Consent from the Registered User
- Processing of personal data necessary to fulfill an agreement (in this case, Safe Site's user terms) with the Registered User
- Fulfillment of a legal obligation, such as retaining data due to accounting obligations
- After balancing interests, determining that Safe Site's interest in processing personal data is greater than the Registered User's interest in protecting it.

Safe Site always processes personal data in accordance with applicable law. Our primary legal basis for processing personal data is that it is necessary to fulfill our agreement with you regarding the use of our platform.

There are also situations where we have a legitimate interest in processing your personal data, such as when we are interested in marketing to visitors in our digital channels or when developing our application and services.



If we at Safe Site need to process your personal data for any purpose requiring your consent according to applicable law, we will always obtain your consent in advance.

### PERSONAL DATA HANDLING WHEN CREATING A USER ACCOUNT

When you create a user account on our platform, we process the following information that you provide to us:

- Name
- Year of birth
- Email address
- Phone number

We process your personal data to:

- Identify you in connection with your use of our services
- Bill you for services you purchase
- Contact you with information related to your use of the platform, such as via email or SMS
- Create statistics and perform analyses to improve our platform and its offerings
- Provide, maintain, test, improve, and develop our platform and the technical platform used to deliver it
- Ensure the security of our platform, to detect or prevent various types of illegal use or use that otherwise violates our user terms
- Inform you about personal and customized offers, campaigns, and benefits from us and our partners, via email and SMS

# **Legal basis for processing:**

We process your personal data based on the fulfillment of an agreement when we meet our obligations towards you as a User of our Customer (for example, when we administer services related to your user account and provide relevant offers) and based on balancing interests when we have a legitimate interest in using data about your activity on the platform to create statistics and to develop, improve, and ensure the security of our platform.

## **Retention period:**

We store your personal data for a maximum of 24 months after you last made a purchase or otherwise interacted with our platform and, where applicable, for seven years in the form of accounting material (in accordance with applicable legislation).

# WHEN YOU COMMUNICATE WITH US

You can choose to communicate with us in several ways, including through our social media accounts or by contacting our customer service via email.

When you communicate with us, we process the following information you provide to us:

• Your name and contact information (phone number, email)



- Information about your inquiry, feedback, or case
- Other information you choose to include in your message

We process your personal data to:

- Answer your questions and handle your case, for example, by addressing issues and handling complaints
- Improve our services and the information we communicate via our various channels

## **Legal basis for processing:**

We process your personal data based on our and your legitimate interest in handling the case (balancing of interests).

# **Retention period:**

To ensure traceability, we store information about our communication with you for 12 months.

#### **USE OF OUR PLATFORM**

Safe Site collects data related to your use of our platform. This data includes, for example:

- Information about the type of user account and your interactions with the platform and its associated applications
- Technical data, which may include URL information, cookie data, your IP address, network information, and the types of devices you use to access our platform
- Technical data via Google Analytics. Read more about how Google uses the information from our website at <a href="https://www.google.com/policies/privacy/partners/">www.google.com/policies/privacy/partners/</a>

### FOR WHAT PURPOSES IS PERSONAL DATA PROCESSED?

The personal data about you that is collected in connection with your use of Safe Site's platform will be processed by Safe Site or our partners for the following purposes:

- To provide, personalize, and improve your experience on the platform and manage our agreement with you.
- To communicate with you, for example, to enable customer care and customer service, when contacting you via phone, email, notifications, or through our social media accounts.
- For marketing purposes, including email marketing, from which you can unsubscribe via a link in each separate email.
- To process your payments and prevent or detect fraud.
- To create statistics on the use of our digital channels and the platform.
- To maintain, develop, test, and improve our digital channels and the technical platforms on which they are provided.

# How long do we store personal data?

Your personal data is stored only for the period required to fulfill the purposes for which the data was



collected in accordance with this Privacy Policy. Safe Site may store the data longer if necessary to comply with legal requirements or to protect Safe Site's legal interests.

Safe Site stores data about the Registered User for a maximum of 24 months after the person last made a purchase or otherwise interacted with our platform.

#### **OUR MEASURES TO PROTECT YOUR PERSONAL DATA**

We at Safe Site have ensured that we have taken appropriate technical and organizational measures to protect your personal data from loss, misuse, and unauthorized access.

To technically ensure that personal data is processed securely and confidentially, we use digital networks protected against intrusion using encryption, firewalls, and password protection. Further, there are developed systems to manage and, where necessary, restrict access to personal data, based on their nature and sensitivity. In the event of an intrusion, Safe Site has established good procedures for identification, damage minimization, and reporting. Finally, Safe Site has also developed an effective method for safeguarding the registered person's rights, including the right to be forgotten. See more information under the "Security" section.

Safe Site has organizationally ensured that all employees, consultants, and suppliers Safe Site uses to provide our platform are bound by confidentiality agreements and are required to follow Safe Site's rules for information and IT security and this Privacy Policy. To ensure a good level of knowledge about the processing of personal data, ongoing training is arranged for both Safe Site employees and the consultants hired to perform tasks on behalf of the company.

### LICENSE AND INTELLECTUAL PROPERTY RIGHTS

The app and all content in it are protected by intellectual property rights and belong to [App Developer/Company]. You may only use the App for personal use and may not copy, distribute, or modify it without our written consent.

As a user of the app, you may not copy and/or use the material provided through the app in any other way or for any other purposes than those associated with normal use of the app. Such material may not be distributed or otherwise used for general or commercial purposes without written permission from Safe Site Sweden AB.

The content in the app belongs exclusively to Safe Site Sweden AB and is protected by copyright, trademark protection, and other applicable laws. Unauthorized use of Safe Site Sweden AB's content may violate these laws and/or applicable communications regulations and is strictly prohibited. You must retain all copyright, trademark, service mark, and other markings in the original Safe Site Sweden AB content in any permitted copies you make of Safe Site Sweden AB content. Any code that Safe Site Sweden AB has created to generate or display any Safe Site Sweden AB content or pages included in any Safe Site Sweden AB website is also protected by Safe Site Sweden AB's copyright, and you may not copy or adapt such code, in accordance with applicable law. For more information on this, see our general terms and the licensing agreement entered into between us and the Customer.

## **HOW DO WE SHARE YOUR INFORMATION?**

The location data of your device, the last known position, is not shared with any party, except in the event of an alarm when the location is shared with everyone within the geo-zone involved in an



emergency and emergency services.

We share your information:

- When we have obtained your consent (as described in these general terms).
- In line with what is reasonably necessary to deliver the app to you (for example, by delivering your personal information to suppliers we use to deliver the app or to communicate with you).
- When your data is included in anonymized and aggregated data sets so that it cannot be used to personally identify you.
- Where it is reasonably permitted under laws or regulations or when necessary to comply
  with statutory requirements, or to enforce or apply our terms and/or other agreements we
  have entered into with you, or to protect Safe Site Sweden AB's, our users' or others' rights,
  properties, and safety.

#### **SECURITY**

At Safe Site, we take security very seriously and have implemented the following measures to protect our users' data and the service's integrity:

## 1. Web Traffic and Server Security:

Our web server is protected behind a firewall, and all incoming web traffic must pass through Cloudflare to protect against DDoS attacks and other threats.

## 2. Database Security:

The database runs the latest version and is regularly updated to minimize vulnerabilities.

All data communication is done via SSL to protect data in transit.

The database has strong authentication and can only be accessed from localhost, preventing remote access.

# 3. Threat Monitoring and Intrusion Detection:

We use the Wazuh XDR/SIEM system for continuous monitoring of threats and intrusion attempts.

All potential threats are investigated and handled according to established incident management procedures.

## 4. Authentication and Access Control:

No login with a password is allowed for server access.

Access to the server requires the user to be on an approved IP address and use asymmetric encryption (key-based authentication) for login.

Multi-factor authentication (MFA) via an authentication app is required for the administrator account on the hosting company.

Multi-factor authentication (MFA) via an authentication app is also enabled for the email account associated with the hosting account.

## 5. Data Protection and Privacy:

Strict controls are in place to separate customer data and prevent unauthorized access between different customers.



All systems and processes comply with applicable data protection laws and industry standards.

#### **INCIDENT HANDLING**

Incidents are reported to the Data Protection Authority (IMY) within 72 hours in serious cases. If a breach occurs, it is reported within 72 hours.

## WHAT RIGHTS DO YOU HAVE REGARDING YOUR INFORMATION?

You have the right to request information from us about the personal data we process about you. Your request must be in writing and signed by you. If any information about you is incorrect or incomplete, you can request that we correct, change, or delete it. You may also withdraw your consent at any time. In the app's settings, there is an option to "delete account," or you can contact support, and we will assist you.

Safe Site Sweden AB also has a Data Protection Officer you can contact at info@safesitesweden.com If you no longer wish for us to use your data to contact you, send you ongoing information, or respond to any inquiries, you are welcome to email us at info@safesitesweden.com If you are dissatisfied with how your personal data is handled, you can contact the Data Protection Authority.

## AMENDMENTS TO THE AGREEMENT

We reserve the right to update this Agreement. You will be informed of any changes, and your continued use of the App after a change has taken effect means you accept the new terms.

#### **TERMINATION**

You may stop using the App and uninstall it at any time. We reserve the right to suspend or limit your use of the App if you violate this Agreement.

### **CONTACT**

If you have any questions regarding this Agreement or how we handle your personal data, contact us at info@safesitesweden.com