

# Terms & Conditions

 **Safeguard**

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# Terms & Conditions

The service "Safeguard" is provided to you via the internet as a Software-as-a-Service by the company Safeguard B.V. and is distributed within the Netherlands by Safeguard Nederland B.V. The following terms and conditions apply to the use of Safeguard. By purchasing and using Safeguard, you agree to these terms. Any deviations from these general terms and conditions are binding only if they have been accepted in writing by Safeguard B.V. or Safeguard Nederland B.V.

## Definitions

For the purposes of these terms, the following definitions apply:

- Admin: a user of Safeguard who has access to the dashboard and the Safeguard app;
- Availability Rate: the time during which Safeguard is available to the customer within a measurement period during office hours, expressed as a percentage;
- Dashboard: the management system for Safeguard customers that is accessible via the website: my.Safeguardapp.nl and overhead.Safeguardapp.nl;
- Dashboard User: a user of Safeguard who has access to the dashboard with limited functionalities and the Safeguard app. To gain access to the dashboard, the dashboard user must enter their email address in combination with the password that has been sent by Safeguard Nederland B.V.;
- User: The user of the Safeguard application and associated services. A user can also be the customer. "User" is the general term for all users of Safeguard. The users can be categorized into three types: admin, dashboard user, and alertable user;
- Master Agreement: the agreement entered into between the parties, the core of which is that Safeguard is provided as a service to the customer through a license;
- Office Hours: Monday through Friday between 9:00 a.m. and 5:00 p.m., excluding national holidays, unless it is evident from the customer's business operations that it has different operating hours;
- Customer: The purchaser of the Safeguard application and related services. They are responsible for payment for the services. A customer can also be a user;
- Contractor: Safeguard B.V. or Safeguard Nederland B.V. This is determined by the contracting party in the master agreement. One of the aforementioned parties will be included as the contracting party. For the purposes of these terms, this party is the Contractor;
- Alertable User: A user who only has access to the Safeguard app. The alertable user gains access to the app via a unique link that is valid for 24 hours. The alertable user receives this link via email when an admin or Safeguard Nederland B.V. has invited them for this purpose.
- Parties: the contracting parties to the Master Agreement;
- Safeguard: A software-as-a-service offered through the Safeguard application, consisting of a notification system for mobile devices. This product is owned and developed by Safeguard B.V. and is distributed within the Netherlands by Safeguard Nederland B.V.;
- Functionalities: The functionalities provided by Safeguard in the Safeguard app and the dashboard.

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- Website: [www.Safeguard-app.com](http://www.Safeguard-app.com);
- Update(s): a new release of the software in which known defects have been corrected and/or a limited improvement or expansion of existing functionality has been made.

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# Article 1 - Use of the Service

1.1 Safeguard is offered to you for automation purposes within the customer's business, using the functionalities provided through Safeguard. The customer decides how to use the functionalities and for which specific purposes.

1.2 To use Safeguard, the customer must sign the requested quotation and return it to the Contractor either digitally or in paper form. The agreement is then concluded between the Contractor and the customer.

1.3 The customer is obligated to ensure that every user complies with the terms outlined in these conditions. The customer must provide this information to each user and ensure that the terms and usage rules are adhered to.

1.4 Every user must secure access to the Safeguard app or dashboard using their username and password to prevent unauthorized access. In particular, the user must keep the password strictly confidential. The Contractor may assume that everything that happens through the Safeguard app or dashboard after logging in with the user's username and password is under the user's control and supervision, unless the user has previously notified Safeguard B.V. or Safeguard Nederland B.V. that someone else knows their password.

1.5 The use of the Safeguard app involves the processing of personal data. In many cases, Safeguard B.V. and/or Safeguard Nederland B.V. acts as processor in this context. In processing personal data, Safeguard and/or Safeguard Nederland B.V. comply with the GDPR (General Data Protection Regulation). The processing of personal data is subject to the Data processing agreement used by Safeguard B.V. and Safeguard Nederland B.V., unless the parties have agreed otherwise in writing.

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# Article 2 - Rules of Use

2.1 It is prohibited to use Safeguard for actions that are contrary to Dutch or other applicable laws and regulations, as well as to act in violation of the Terms of Use applied by Safeguard B.V. This includes, but is not limited to, storing or distributing information via the service that is defamatory, libelous, or racist. The customer must ensure that users comply with the Terms of Use in effect at the time of use.

2.2 In particular, it is prohibited to use Safeguard in a way that causes inconvenience or disturbance to other users. This includes, among other things, using custom scripts or programs to upload or download large amounts of data, or excessively calling the service when there is no emergency situation.

2.3 If the Contractor determines that a user is violating the terms mentioned in Articles 2.1 and 2.2, or receives a complaint about it, the Contractor may, at its own discretion, take action to stop the violation.

2.4 If, in the opinion of the Contractor, nuisance, damage, or another danger arises for the functioning of the computer systems or the network of Safeguard B.V. or third parties, and/or for internet-based services—particularly due to excessive sending of emails or other data, leaks of personal data, or activities involving viruses, Trojans, and similar software—the Contractor is entitled to take (or have taken) all measures it reasonably deems necessary to mitigate or prevent such danger.

2.5 Safeguard B.V. or Safeguard Nederland B.V. is at all times entitled to file a complaint or report observed criminal offenses to the authorities.

2.6 The customer and user are responsible for ensuring a strong internet connection and a properly functioning mobile device. Additionally, a mobile device supported by Safeguard B.V. must be used. The mobile devices supported by Safeguard B.V. can be found at:

 [18042023] Whitelist smartphones 2024 ]. Safeguard B.V. is free to update this list. The customer and user must ensure that the mobile devices they use comply with this list. If these requirements are not met, it can (negatively) affect the functioning of Safeguard. The Contractor is not responsible for any adverse consequences resulting from this. The transmission of data and information via communication lines such as telephone lines, cables, or wireless connections is carried out at the responsibility and risk of the customer who uses such communication methods. If the customer uses communication lines, their risk is limited to the guarantees and liabilities provided and covered by the (network) provider, in accordance with Article 6 of these terms.

2.7 Safeguard B.V. and/or Safeguard Nederland B.V. may recover damages resulting from violations of these rules of use from the user and the customer. The customer indemnifies Safeguard B.V. and Safeguard Nederland B.V. against all claims from third parties related to damage resulting from a breach of these rules of use or other unlawful conduct.

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# Article 3 - Availability and Maintenance

3.1 The Contractor guarantees a service availability rate of 99.8%, except for scheduled maintenance. If the Contractor fails to meet this obligation, the user may claim compensation according to Article 6 of these general terms and conditions. The user is obligated to promptly report any failure in availability to the Contractor upon its discovery.

3.2 Safeguard B.V. actively maintains Safeguard. If maintenance is expected to limit availability, Safeguard B.V. will perform it on weekdays during nighttime hours (between 11:00 p.m. and 7:00 a.m. local time) or on weekends. Maintenance will be announced in advance, if possible. Maintenance due to emergencies can take place at any time and will not be announced in advance.

3.3 Safeguard B.V. may periodically adjust the functionality of Safeguard. Your feedback and suggestions are welcome, but ultimately, Safeguard B.V. decides which adjustments to implement or not.

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# Article 4 - Intellectual Property

4.1 The Safeguard service, the associated software, as well as all information and images on the website, are the intellectual property of Safeguard B.V. These may not be copied, modified, or used in any way without the express written permission of Safeguard B.V., except in cases where it is legally permitted. By entering into an agreement with Safeguard B.V. for the provision of Safeguard, a license for a certain period is obtained. The duration of this license must be agreed upon in the master agreement.

4.2 Information stored or processed by the user through the service remains the property of the user (or that of suppliers). Safeguard B.V. has a limited right to use this information for the service, including for future aspects and further development. The customer or user can revoke this right of use by removing the relevant information and/or revoking this consent in writing via an email to [support@Safeguardapp.nl](mailto:support@Safeguardapp.nl).

4.3 If the user sends information to Safeguard B.V. or Safeguard Nederland B.V., such as feedback on an error or a suggestion for improvement, the user grants Safeguard B.V. or Safeguard Nederland B.V. an unlimited and perpetual right to use this information for the service. This does not apply to information that the user explicitly marks as confidential at the time of providing it.

4.4 Safeguard B.V. and Safeguard Nederland B.V. will not access data stored and/or distributed by the user through Safeguard, unless it is necessary for proper service delivery, further development, or future aspects of Safeguard, or if Safeguard B.V. is required to do so by law or court order. In such cases, Safeguard B.V. will endeavor to limit access to the data as much as possible, to the extent that it is within its power to do so.

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# Article 5 - Compensation for the Service

5.1 The use of Safeguard is subject to a fee for the use of certain functionalities. The customer will be informed of the costs associated with these functionalities. The fee is due monthly and is billed in advance of the service provision, unless otherwise agreed upon in the Master agreement.

5.2 Payment can be made via direct debit, by transferring the amount to the bank account of Safeguard B.V., or according to the payment instructions on the website or in the Master Agreement. If the customer pays in arrears, then the customer is responsible for tracking the number of licenses in use.

5.3 Since the service is provided immediately, at your express request, it is not possible to reverse a payment by invoking the Distance Selling Act.

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# Article 6 - Liability

6.1 The party that fails to perform its obligations towards the other party and/or acts unlawfully against the other party is liable for compensating the damages suffered and/or to be suffered by that party, in accordance with the other provisions of this article.

6.2 The liability under the previous Article 6.1 is limited per incident or combination of similar and related incidents to a maximum of the amount the customer paid in the three months prior to the moment of the event causing the damage.

6.3 The liability of the parties for indirect or consequential damages is excluded. Examples include loss of profits or missed savings.

6.4 Safeguard B.V. and Safeguard Nederland B.V. are not liable for damage resulting from improper use of Safeguard. Improper use of Safeguard includes, but is not limited to:

- a. not carrying a mobile device;
- b. not updating to new versions of Safeguard;
- c. incorrect general phone settings, such as disabling push notifications or sound;
- d. not updating software on the mobile device;
- e. not adhering to the terms of use and other obligations from the master agreement or these terms;
- f. not maintaining a strong internet connection, or lacking a properly functioning mobile device that users use for Safeguard.

The customer indemnifies Safeguard B.V. and Safeguard Nederland B.V. against damage caused by improper use of Safeguard.

6.5 Parties can only claim compensation for their damage as described in Article 6.1 when the aggrieved party serves a notice of default to the non-performing or unlawfully acting party, and the latter does not fulfill or correct the defaulting/unlawful situation within the set period of fourteen days. The obligation to issue a notice of default is void if fulfillment or correction is permanently impossible.

6.6 The liability of Safeguard B.V. and Safeguard Nederland B.V. is excluded in cases of force majeure. Force majeure includes, among other things, disruptions or outages of the internet, telecommunications infrastructure, power outages, domestic unrest, mobilization, war, transportation blockages, strikes, lockouts, business interruptions, supply chain delays, fires, and floods.

6.7 The limitation of liability in Article 6.2 is void when:

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- a. The damage is caused by willful misconduct or gross negligence of the negligent/unlawfully acting party;
- b. The damage arises from claims by third parties due to death or injury.

In the cases mentioned in 6.7 a. and b., the maximum compensation per incident is limited to the insured amount covered by Safeguard B.V.'s liability insurance, which is €2,500,000 per incident and €5,000,000 per insurance year.

6.8 A condition for any right to compensation is that the customer reports the damage to the Contractor in writing as soon as possible and no later than two months after discovery. If this deadline is not met, the right to compensation lapses.

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# Article 7 - Duration and Termination

7.1 These terms apply to all agreements entered into with Safeguard B.V. for the provision of Safeguard. The master agreement takes effect when the customer, or the first user, uses the service for the first time and continues for one year, unless a different term is agreed upon in the master agreement. In that case, the master agreement takes precedence.

7.2 After this period, the agreement is automatically renewed for the same duration. Customers can terminate the agreement at the end of the period referred to in paragraph 1, with a notice period of two months, unless a new term is explicitly agreed upon after the end of the period specified in Article 7.1. If an extension term is explicitly agreed upon, it cannot be terminated early.

7.3 Safeguard B.V. can close an account if the user has not logged in for eighteen months. In that case, Safeguard B.V. will first send a reminder email to the email address linked to the account.

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# Article 8 - Changes to Terms and Conditions

8.1 Safeguard B.V. and/or Safeguard Nederland B.V. may change these terms as well as the prices at any time.

8.2 Safeguard B.V. and/or Safeguard Nederland B.V. will announce changes or additions at least thirty days before they take effect, either through the service or by email, to ensure that the user and customer are informed.

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# Article 9 - Other Provisions

9.1 These terms are governed by Dutch law.

9.2 Unless otherwise prescribed by mandatory law, all disputes related to Safeguard will be submitted to the competent Dutch court for the district in which the Contractor is established.

9.3 If a provision in these terms of use requires a notification to be "in writing," it is also sufficient if the notification is made by email or communication through the service, provided it is sufficiently clear that the message actually originates from the purported sender and that the integrity of the message has not been compromised.

9.4 The version of communication or information as stored by Safeguard B.V. or Safeguard Nederland B.V. is presumed to be correct, unless proof to the contrary is provided.

9.5 If a provision in these terms of use is invalid or voidable, this does not affect the validity of the entire terms of use. In such a case, the parties will establish new provisions that reflect the original intent of the invalid provision to the extent legally possible.

9.6 Safeguard B.V. and Safeguard Nederland B.V. are entitled to transfer their rights and obligations under the agreement to a third party that acquires Safeguard or the relevant business activity from them.

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# Data Processing Agreement / Data Processing Terms Customers Safeguard

This Data Processing Agreement / These Data Processing Terms apply to all forms of processing of personal data that the Data Controller has the Processor carry out, based on the agreement between the parties for the provision of the Safeguard app (hereinafter: the Master Agreement).

## Who is the Processor and who is the Data Controller?

In this Data Processing Agreement / These Data Processing Terms, Safeguard B.V. or Safeguard Nederland B.V. is the Processor, and the Customer is the Data Controller.

## Article 1. Purposes of Processing

1.1. The Processor agrees, under the terms of this Data Processing Agreement / These Data Processing Terms, to process personal data on behalf of the Data Controller. Processing will only take place in the context of storing the Data Controller's data in the 'cloud,' along with related online services, plus any purposes that are reasonably associated with it or determined with further consent.

1.2. The personal data processed by the Processor in the context of the activities referred to in the previous clause, and the categories of data subjects from whom this data is derived, are listed in Appendix 1. The Processor will not process the personal data for any purpose other than those specified in Appendix 1.

1.3. The Data Controller or the respective data subjects remain the "rightful owners" of the personal data to be processed.

## Article 2. Obligations of the Processor

2.1. Regarding the processing activities mentioned in Article 1, the Processor will ensure compliance with applicable laws and regulations, including, at a minimum, those related to the protection of personal data, such as the General Data Protection Regulation ("GDPR").

2.2. The Processor will, upon the Data Controller's first request, inform them about the measures it has taken regarding its obligations under this Processor Agreement.

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2.3. The Processor's obligations arising from this Data Processing Agreement / These Data Processing Terms also apply to those who process personal data under the Processor's authority, including but not limited to employees, in the broadest sense of the term.

2.4. The Processor will, to the extent that it is within its power, cooperate with the Data Controller to conduct Data Protection Impact Assessments (DPIAs).

2.5. The Processor will maintain a record of all categories of processing activities performed on behalf of the Data Controller under this Data Processing Agreement / These Data Processing Terms, in accordance with Article 30 of the GDPR. Upon request, the Processor will provide access to this record.

## Article 3. Transfer of Personal Data

3.1. The Processor may process personal data in countries that comply with the GDPR within the EEA.

## Article 4. Allocation of Responsibility

4.1. The permitted processing activities will be performed by the Processor's employees within an automated environment.

4.2. The Processor is solely responsible for processing personal data under this Data Processing Agreement / These Data Processing Terms according to the Data Controller's instructions and under the explicit (final) responsibility of the Data Controller.

4.3. The Data Controller guarantees that the content, use, and instruction to process personal data as outlined in this Data Processing Agreement / These Data Processing Terms are not unlawful and do not infringe on any third-party rights.

## Article 5. Engaging Third Parties, Subcontractors, and Sub-Processors

5.1. The Data Controller and the Processor may use third parties (including subcontractors and sub-processors) at their discretion within the context of this Data Processing Agreement / These Data Processing Terms, provided these are reported to the Data Controller.

5.2. The Data Controller and the Processor shall ensure that these third parties, in any case, commit in writing to at least the same obligations as those agreed upon between the Data Controller and the Processor. The Data Controller has the right to review the agreements involved.

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5.3. The Processor is responsible for ensuring proper compliance with the obligations in this Data Processing Agreement / These Data Processing Terms by these third parties and is liable for all damages caused by these third parties as if the Processor itself had made the error(s).

## Article 6. Security

6.1. The Processor will make reasonable efforts to implement sufficient technical and organizational measures regarding the processing of personal data to protect against loss or any form of unlawful processing (such as unauthorized access, alteration, modification, or disclosure of personal data).

6.2. The Processor does not guarantee that the security will be effective under all circumstances. If an expressly defined security measure is missing in the Data Processing Agreement / These Data Processing Terms will make efforts to maintain a level of security that, given the current state of technology, the sensitivity of personal data, and the costs associated with security measures, is not unreasonable. The Processor will always provide an overview of security measures upon request.

## Article 7. Notification Obligation

7.1. The Data Controller is at all times responsible for reporting a security incident and/or data breach (defined as a security breach that accidentally or unlawfully leads to the destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to transmitted, stored, or otherwise processed data) to the supervisory authority and/or data subjects. To enable the Data Controller to fulfill this legal obligation, the Processor will promptly inform the Data Controller of the security incident and/or data breach.

7.2. A report must always be made.

7.3. The notification obligation includes at least reporting the fact that there has been a breach. Additionally, the notification obligation includes:

- The nature of the breach involving personal data, if possible, with reference to the categories of data subjects and personal data involved and, approximately, the number of data subjects and personal data involved;
- The name and contact information of the Data Protection Officer or another contact point where further information can be obtained;
- The likely consequences of the breach involving personal data;
- The measures that the Processor has proposed or taken to address the breach involving personal data, including, if applicable, measures to mitigate any possible adverse effects.

7.4. The Processor will document all data breaches in accordance with Article 33(5) of the GDPR, including the facts surrounding the personal data breach, its consequences, and the corrective measures taken. Upon request, the Processor will provide access to this documentation for the

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Data Controller. Additionally, the Processor will report to the Data Controller the measures taken to address any security incident or data breach.

## Article 8. Handling Requests from Data Subjects

8.1. In the event that a data subject submits a request to exercise their legal rights (Articles 15-22 of the GDPR) to the Processor, the Processor will forward the request to the Data Controller, who will handle the request further. The Processor may inform the data subject of this.

## Article 9. Confidentiality and Privacy

9.1. All personal data that the Processor receives from the Data Controller and/or collects in the context of this Data Processing Agreement / These Data Processing Terms are subject to confidentiality obligations toward third parties. The Processor will not use this information for any purpose other than that for which it was obtained, even if it has been anonymized in a way that it cannot be traced back to data subjects.

9.2. This confidentiality obligation does not apply if the Data Controller has given explicit consent to share the information with third parties, if providing the information to third parties is logically necessary given the nature of the assignment and the execution of this Data Processing Agreement / These Data Processing Terms, or if there is a legal obligation to provide the information to a third party.

## Article 10. Audit

10.1. The Data Controller has the right to conduct audits through an independent third party bound by confidentiality to verify compliance with all points from the Data Processing Agreement / These Data Processing Terms, and everything directly related to it.

10.2. This audit may take place once per year, as well as upon a reasonable suspicion of misuse of personal data.

10.3. The Processor will cooperate with the audit and provide all reasonably relevant information, including supporting data such as system logs, and employees, as promptly as possible.

10.4. The findings from the completed audit will be implemented by the Processor as soon as possible.

10.5. The costs of the audit will be borne by the Processor if it is found that the Processor did not comply with the Data Processing Agreement / These Data Processing Terms, and/or if errors are found in the audit results that are attributable to the Processor. In any other case, the costs of the audit will be borne by the Data Controller.

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## Article 11. Liability

11.1. The parties expressly agree that any liability will be subject to the terms of the Master Agreement and the (general) terms and conditions applicable to it.

## Article 12. Duration and Termination

12.1. The provisions in this Data Processing Agreement / These Data Processing Terms take effect on the date of the last signature by the Parties on this document or when the provisions of this Data Processing Agreement / These Data Processing Terms are incorporated into the Master Agreement. In the latter case, signature of this document is not necessary, but the provisions in this document will apply from the date the Master Agreement is signed by both parties.

12.2. This Data Processing Agreement / These Data Processing Terms are entered into for the duration specified in the Master Agreement between the Parties, and if not specified, for at least the duration of the cooperation.

12.3. Once the Data Processing Agreement / These Data Processing Terms are terminated, for whatever reason and by whatever means, the Processor will—at the Data Controller's choice—either return all personal data in original or copy form to the Data Controller, and/or delete and/or destroy these original personal data and any copies thereof.

## Article 13. Applicable Law and Dispute Resolution

13.1. The Data Processing Agreement / These Data Processing Terms and its implementation are governed by Dutch law.

13.2. All disputes arising between the parties concerning the Data Processing Agreement / These Data Processing Terms will be submitted to the competent court for the district in which the Processor is located.

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## Appendix 1: Specification of Personal Data and Data Subjects

### Categories of Data Subjects and Personal Data for Various Purposes.

In accordance with Article 1 of the Data Processing Agreement / These Data Processing Terms, the Processor will process the following (sensitive) personal data of the specified categories of data subjects on behalf of the Data Controller:

| Cloud storage of data | Purpose of processing                                                                                                                                                                                        | Sub-processor                    | Legal basis                 | Retention period                                                |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------------|-----------------------------------------------------------------|
| Name                  | Necessary so that you can identify who you are going to assist during an emergency (improves communication)                                                                                                  | Amazon Web Services, Pipedrive   | Performance of the contract | Until contract termination or 90 days after the user is removed |
| E-mail address        | Necessary to log in to Safeguard (verification)                                                                                                                                                              | Amazon Web Services, Pipedrive   | Performance of the contract | Until contract termination or 90 days after the user is removed |
| Phone number          | Necessary to send login links, and as a fallback during a notification when a push notification doesn't arrive (redundancy)                                                                                  | Amazon Web Services, Messagebird | Performance of the contract | Until contract termination or 90 days after the user is removed |
| Function              | This is an optional field where admins can indicate roles, such as 'Head Emergency Response Officer,' so other emergency responders can see what role someone has within the emergency response organization | Amazon Web Services              | Performance of the contract | Until contract termination or 90 days after the user is removed |

|                                                                   |                                                                                                                |                     |                             |                                                                 |
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| Information about the phone, such as model/manufacturer           | Necessary to provide adequate support to customers                                                             | Amazon Web Services | Performance of the contract | Until contract termination or 90 days after the user is removed |
| Phone settings (Push, GPS, Wi-Fi, OS, and App Version Number).    | Necessary to provide adequate support to customers                                                             | Amazon Web Services | Performance of the contract | Until contract termination or 90 days after the user is removed |
| Presence on location                                              | Provides insight into the presence of emergency response personnel so they can be alerted in case of emergency | Amazon Web Services | Performance of the contract | 90 days or until contract termination                           |
| Data on responding to/making alerts                               | For evaluation purposes by the emergency response team                                                         | Amazon Web Services | Performance of the contract | 90 days or until contract termination                           |
| Audit logs                                                        | Logging of actions performed by a user                                                                         | Amazon Web Services | Performance of the contract | 90 days or until contract termination                           |
| Log files that are used to troubleshoot                           | Necessary to provide adequate support to customers                                                             | Amazon Web Services | Performance of the contract | 90 days or until contract termination                           |
| Conversations with our support staff, through both app and e-mail | Necessary to provide adequate support to customers and to improve the product                                  | Intercom            | Performance of the contract | Until contract termination or 90 days after the user is removed |
| Profile picture                                                   | Optional, can be used to provide better insights to fellow responders during an emergency                      | Amazon Web Services | Performance of the contract | Until contract termination or 90 days after the user is removed |
| Contact with support/sales                                        | Necessary to provide information about our product to potential                                                | Pipedrive           | Legitimate interest         | 2 years                                                         |

|  |           |  |  |  |
|--|-----------|--|--|--|
|  | customers |  |  |  |
|--|-----------|--|--|--|

*The Data Controller warrants that the personal data and categories of data subjects described in this Appendix 1 are complete and accurate and indemnifies the Processor against any defects or claims arising from an incorrect representation by the Data Controller.*

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