

Who is this document for?	What can be found in this document?
<p>This document is relevant for clients of Securitas and other entities accessing Securitas Digital Services, such as MySecuritas. This document is not directed to individual users of MySecuritas.</p> <p>This document applies <u>only</u> in the absence of any other agreement between such client or other entity and Securitas governing the use of Securitas Digital Services.</p>	<p>This document describes the terms and conditions applicable to clients and other entities accessing/using Securitas Digital Services, provided such client or other entity does not have any other agreement with Securitas governing the use of Securitas Digital Services.</p>

Terms & Conditions for Securitas Digital Services

Published on December 18, 2024.

Effective as of December 19, 2024.

1. General

- 1.1. The following terms and conditions (the “**Terms**”) apply between Securitas and the Company (as defined below) and govern the Company’s use of Securitas Digital Services, including for example MySecuritas and risk intelligence services (the “**Digital Services**”).
- 1.2. These Terms are only applicable in the event that the Company has not entered into any other agreement with Securitas governing the use of the Digital Services.
- 1.3. Occasionally Securitas will, and reserves the right to, make changes to these Terms. The most recent version will be published on <https://www.securitas.com/en/about-us/securitas-digital-services-legal-documents/>. These Terms are furthermore complemented by a data processing agreement and for certain Digital Services, Specific Service Terms may apply. These additional terms are available at the same webpage.

2. Definitions

“**Company**” means the company or other legal entity accessing the Digital Services.

“**Securitas**” means the Securitas entity or other company providing the Digital Services to the Company.

“**Users**” means the Company’s registered employee and/or any other user accessing or using the Digital Services on behalf or for the benefit of the Company.

3. Description of the Digital Services

- 3.1. The Digital Services, including *for example* MySecuritas and risk intelligence services, are provided by Securitas to the Company and include all associated features and functionalities, websites, mobile applications, and other user interfaces. Securitas determines from time to time which of the Digital Services the Company may use.
- 3.2. Securitas strives to keep the Digital Services available and well-functioning at all times. The Digital Services are however provided as is and as available without any specific service levels, warranties, guarantees, accessibility hours or service hours for the access to the Digital



Services or for handling of failures or defaults in the functionality of the Digital Services. Contact details to any support provided by Securitas are provided in the Digital Services.

- 3.3. Securitas does not guarantee the result of the Digital Services or that the Digital Services will prevent any loss or damage.

4. Use of the Digital Services

- 4.1. The Company is responsible for any acts and omissions of its Users and is liable and responsible for that its Users use the Digital Services in accordance with these Terms and any additional terms or instructions issued by Securitas to the Company or the Users.
- 4.2. The Digital Services may only be used by the Users. Access rights granted may not be transferred, assigned, or licensed in whole or in part or disposed of in any other way than is explicitly permitted according to these Terms. In the event a User ceases to be employed or contracted by the Company, the User's right to use the Digital Services expires simultaneously. The Company must in such case ensure that the User ceases to use the Digital Services, that the User's authorizations are revoked, and the registration of the User is erased.
- 4.3. The Company may not transfer, assign or grant licenses to the content of the Digital Services, such as by duplicating the Digital Services and its contents, making the Digital Services and its content (in original or modified form, translated or processed) available to a third party or in any other way dispose of the Digital Services and its contents in a way that is not explicitly permitted according to these Terms.
- 4.4. Securitas may, without prior notice, suspend the Company and/or Users from further use of the Digital Services if Securitas suspects that a User and/or the Company is using the Digital Services in a manner contrary to these Terms.
- 4.5. To function properly, the Digital Services may require access to services or other technical pre-requisites provided by other parties than Securitas, such as network connections or devices. The Digital Services might not be compatible with all services or devices and the Company recognizes that there may be limitations such as on which types of devices or on which browsers that the Digital Services are fully functional. Securitas may from time to time publish technical pre-requisites for the use of the Digital Services. The Company must adhere to such technical pre-requisites.
- 4.6. The Company warrants that it is not listed on, nor owned or controlled by any party on, any sanctions list and does not engage in prohibited activities under applicable sanctions. The Company agrees to comply with all relevant export control laws and regulations, ensuring necessary licenses are obtained for the sale, export, or transfer of products, software, technology, or related services. The Company may not designate a User or in any other way make the Digital Services available to a natural person or legal entity established in any of the following countries or regions: Belarus, Cuba, Libya, Iran, Myanmar (Burma), North Korea (DPRK), Russia, Sudan, Syria, Venezuela, Yemen or the regions of Crimea, Donetsk and Luhansk in Ukraine.

5. Payment

If the Company is obliged to pay Securitas for access to the Digital Services, payment terms must be clearly defined and documented in writing between the parties.

6. Confidentiality

- 6.1. "**Confidential Information**" means any information of economic, technical, commercial, or other nature pertaining to the parties and their affiliates, irrespective of whether the information is documented in writing or not. For the purposes of these Terms, "Confidential Information" does not include information that: (i) is or becomes publicly known through no breach of these Terms



by the receiving party; (ii) is received from a third party without breach of any obligation of confidentiality; (iii) was independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (iv) has been permissibly acquired by the receiving party from a source other than the disclosing party without breach of these Terms or any other obligation of confidentiality.

- 6.2. The parties agree not to disclose any Confidential Information acquired under these Terms without prior written consent, unless required by law, court order, or regulation.
- 6.3. Confidential Information may only be used to fulfill rights and obligations under these Terms. Securitas may share such information with third parties providing the Digital Services. On this limited basis Securitas will share Confidential Information with third parties engaged to provide the Digital Services. Each party must ensure its personnel and third parties do not misuse or improperly disclose Confidential Information.
- 6.4. The parties' confidentiality obligations shall apply for the longer of (i) the time during which the Confidential Information remains a trade secret (as that term is defined in applicable law) of the disclosing party; or (ii) five (5) years from termination of these Terms.

7. Limitation of liability

- 7.1. Securitas' aggregate and total liability towards the Company shall, unless the liability is caused by gross negligence or willful misconduct or if the limitation set forth herein is prohibited under applicable mandatory law, be limited to EUR 100. Securitas is under no circumstances liable for any incidental, special, exemplary, direct, indirect or consequential damages and losses such as, but not limited to, loss of data, loss of business opportunity or other consequential damages. Securitas is only liable under these Terms towards the Company and thus not against any third party such as the Users or the Company's clients, suppliers, or partners.
- 7.2. Any complaints or claims towards Securitas must be made by the Company in writing and without undue delay after the Company has discovered or should have discovered the circumstances giving rise to the claim, which for the avoidance of doubt at all times must be within six (6) months from the occurrence of the circumstances, after which any potential claim shall be forever barred.
- 7.3. The Company agrees to indemnify and hold Securitas harmless from any costs, damages or losses incurred by Securitas due to a third-party claim being filed against Securitas due to or relating to (a) any breach by the Company (including its Users) of these Terms, or (b) Securitas' use, possession or access to the Company's materials, equipment, software, premises and/or IT systems.

8. Intellectual property rights

- 8.1. All rights pertaining to the Digital Services including any software applications therein, and its contents, including copyright and any other intellectual property rights pertaining to the development of, the basis for and the compiling of contents, in the Digital Services, even after installation on personal computers, mobile handsets, tablets, wearable devices and/or other devices, are owned or licensed by Securitas, a company in the Securitas Group and/or a third party with which Securitas has entered an agreement. Copyright notices and any other notices on ownership in the Digital Services or relating documentation must be preserved and may not be removed or altered by the Company or the Users.
- 8.2. Under these Terms, the Company is granted a non-exclusive, non-sublicensable, non-transferable and limited right to, for the term of these Terms, allow the Users to use the relevant Digital Services in accordance with these Terms, for the Company's internal business purposes and for the purposes set forth in these Terms and/or any additional terms or instructions issued by Securitas to the Company or the Users, subject to any territorial limitations and volume limitations specified by Securitas from time to time.



- 8.3. The Company and the Users are not granted any right to the Digital Services other than what is explicitly stipulated in these Terms.
- 8.4. All intellectual property rights to any content input or uploaded to the Digital Services by the Company shall remain with the Company and/or its licensors or contractors. The Company hereby grants to Securitas and its group companies a non-exclusive, non-sublicensable, non-transferable and limited right to use such content as strictly necessary to provide the Digital Services. Provided any information identifying the Company and/or any User is removed, Securitas shall be entitled to aggregate, process and use any such content in anonymized and/or aggregated form in order to develop and improve the Digital Services or the Securitas Group's other service offerings.
- 8.5. If the Company or a User provides any feedback, ideas, suggestions, enhancement requests or recommendations to an entity within the Securitas Group regarding the Digital Services, including any data or other information pertaining to or derived from the Company's or a User's use of the Digital Services ("**Feedback**"), the Company acknowledges that all rights including any intellectual property rights to such Feedback shall be immediately and irrevocably assigned to Securitas without restriction and without any right for the Company to any payment or other consideration. Securitas shall own all rights, title and interests in such Feedback, and such rights include but is not limited to the right for Securitas and its group companies to use, amend, translate, create derivative works from, distribute and modify such Feedback or let a third party do so on Securitas' behalf and to transfer or license any such Feedback to third parties. Securitas and its group companies retain the right to aggregate, process and use any Feedback in order to develop and improve the Digital Services.

9. Force majeure

Neither party shall be liable towards the other party for failing to perform its obligations under these Terms, if and to the extent such failure is due to circumstances outside such party's or its suppliers' control, including but not limited to war and mobilization, natural disaster, epidemic, lockout or other labor market conflict, lack of natural resources, fire, damage to equipment, revised governmental regulations, governmental interference, outage in the public transport, including energy supply and data viruses in the Digital Services, and import and export restrictions and other prohibitions outside the party's control.

10. Term and termination

- 10.1. These Terms shall become effective when the Company gains access to the Digital Services and remain in force for as long as the Company has any registered User within the Digital Services.
- 10.2. Securitas may at any time upon thirty (30) days' prior written notice terminate the Company's use of the Digital Service for convenience. Unless otherwise has been agreed between the parties or is stipulated by Securitas. the Company may terminate these Terms at any time by ceasing to use the Digital Services and removing all its Users from the Digital Services.
- 10.3. Upon the expiry of these Terms, the Company and its Users shall no longer be entitled to use the Digital Services.

11. Governing law and disputes

In the event of a dispute, the substantive laws of the country in which the contracting Securitas entity is registered shall apply and any dispute shall be resolved by the general public courts in the same country.
