

## Terms of Service

### 1. Agreement Between You and Safestate

**1.1.** These Terms of Service govern your acquisition and use of the services. By accepting these Terms, you agree that they constitute the agreement for your use of the Services.

**1.2.** These Terms were last updated on 11<sup>th</sup> of November 2021 and are effective between you and Safestate as of the date when you place an order or login to or set up an account. Safestate reserves the right to change these Terms from time to time. If such changes are considered material, Safestate will inform registered Users about the changes by email, and the changes will take effect one month after such emails have been sent. Your continued use of our services after such changes will constitute acknowledgment and acceptance of the modified Terms.

### 2. The Services We Deliver - and What You Need to Do

**2.1.** Subject to the sign-up procedure on our sign-up platform, Safestate will deliver to you the services ("Safestate Service"), depending on the selected license (e.g., Bas, Mer, or Max).

**2.2.** Safestate Max is a self-serve service for End users. As an End user, you can submit questions in our [contact form](#).

**2.3** When activating the services, Safestate will reserve the right to execute certain actions in order to optimize the service performance and results, which include an initial scan of your selected homepage that you have provided. These actions will be executed in connection with the sign up and activation of the services.

### 3. Term and Termination

**3.1.** The Agreement and your subscription to our services will be effective from the moment you sign up for our services (or otherwise access the services) and until the subscription and the Agreement is terminated by you or us. Termination does not affect any rights, remedies, obligations or liabilities of you or us that have accrued up to the date of termination.

**3.2** You can cancel your subscription by contacting our [support](#). Your data (including account information, invoices and collected user consents) may be permanently deleted without further warning or any option to restore. It is your obligation to delete the Safestate scripts on your website before you cancel your account since the scripts will not work from the time you cancel your account. We may cancel your account at any time for any reason including if you violate these Terms.

### 4. Responsible Use and Conduct

**4.1** Depending on your option of license, you oblige when accessing the services we provide, you agree to use these Services only for the purposes permitted by (a) these Terms and (b) applicable appendixes and descriptions, and applicable governing laws. Wherein, you understand that; In order to access or use our Services, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process or as part of your ability to use the Services. You agree that any information you provide will always be accurate, correct and up to date.

**4.2** You are responsible for, if applicable, maintaining the confidentiality of any login information associated with any account you use to access our Services. Accordingly, you are responsible for all activities that occur under your account(s). You may only permit authorized users who possess rightfully obtained login information to use the Services, and you must ensure that anyone who uses the Services does so within the confines of your authorization and are compliant with these Terms.

You may not make the Services or any login information available to any third party, including, without limitation, in any form by rental, service bureau, hosting, time sharing arrangement or demonstration of the Services to any third party. You may not use the Services for the benefit of a third party. You may not disclose to any third party the results of any benchmarking or comparative study or analysis involving the Services.

**4.3** Accessing (or attempting to access) any of our Services by any means other than through the means we provide is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Services through any automated, unethical, or unconventional means.

**4.4** Engaging in any activity that disrupts or interferes with our Services, including the servers and/or networks at which our Services are located or to which they are connected, is strictly prohibited. This includes restricting in any way any other authorized user from using the Services. We may suspend your use of the Safestate Services if your use causes or is reasonably likely to cause damage to the Safestate Service or another customer.

**4.5** Attempting to copy, duplicate, reproduce, sell, trade, or resell our Services is strictly prohibited unless otherwise agreed to in writing.

**4.6** The Services may not be used in any way that is unlawful or which harms Safestate (or its third-party licensors) or the Safestate Service as determined by Safestate in its sole discretion.

**4.7** You must, to the best of your ability, cooperate with and assist Safestate in identifying and preventing any unauthorized use, copying or disclosure of the Services or any portion thereof.

**4.8** If you learn of any actual or threatened infringement of the Services through piracy, or if any piracy or infringement claim is made against you by a party other than Safestate in connection with your use of the Services, you must notify Safestate as soon as possible.

**4.9** You are solely responsible for any consequence, loss, or damage which Safestate may directly or indirectly incur or suffer due to any unauthorized activities conducted by you as described above and which may incur criminal or civil liability.

**4.10** We may provide various open communication tools on our website, such as a help desk, public chat, product ratings and reviews, etc. You understand that we do not generally pre-screen or monitor the content posted by users of these various communication tools which means that if you choose to use these tools to submit any type of content to our website it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share or otherwise distribute any content that is; illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist or contains any type of improper or inappropriate language. Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party.

Contains any type of unauthorized or unsolicited advertising; or impersonates any person or entity, including any Safestate employees or representatives.

(By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share or otherwise distribute any content that is; illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist or contains any type of improper or inappropriate language. Furthermore, you agree that you will not infringe on any trademark, patent, trade secret, copyright, or other proprietary right of any party, or post any content containing any type of unauthorized or unsolicited advertising. You also agree that you will not impersonate any person or entity, including any Safestate employees or representatives.)

**4.11** We reserve the right to, at our sole discretion, remove any content that we in our judgement consider uncompliant to these Terms along with any content that we find to be otherwise offensive, harmful, objectionable, inaccurate or in violation of any third-party copyrights or trademarks. We are not responsible for any delay or failure in relation to the removal of such content. If you post content that we choose to remove, you hereby consent to such removal, and you also consent to waiving any claim against us.

We do not assume any liability for any activity by you or any other third-party users of our services.

## **5. Privacy**

Your privacy is very important to us, and therefore we have created a separate Privacy policy to explain in detail how we collect, manage, process, secure and store your private information. Our [Privacy Notice](#) is included under the scope of these Terms.

## **6. Indemnification**

You agree to indemnify hold Safestate harmless as well as its parent company and subsidiaries or affiliates and their executive officers, managers, employees, resellers, agents, and licensees for and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms or the failure to fulfil any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defence of any claim for which we are entitled to indemnification under these Terms. In such event, you must provide us with such cooperation as is reasonably requested by us.

## **7. Disclaimer of Warranty**

**7.1.** BY USING OUR SERVICES, YOU UNDERSTAND AND AGREE THAT ALL SERVICES WE PROVIDE ARE "AS IS" AND "AS AVAILABLE". THIS MEANS THAT WE DO NOT REPRESENT OR WARRANT TO YOU THAT:

- I. THE USE OF OUR SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS.
- II. THE USE OF OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERRORS.
- III. THE INFORMATION OBTAINED BY USING OUR SERVICES WILL BE ACCURATE OR RELIABLE; NOR THAT
- IV. ANY DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SERVICES WE PROVIDE WILL BE REPAIRED OR CORRECTED.

**7.2.** FURTHERMORE, YOU UNDERSTAND AND AGREE THAT:

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK; THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICES FOR ANY LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF SUCH CONTENT; AND THAT NO INFORMATION OR ADVICE, WHETHER EXPRESSED, IMPLIED, ORAL OR WRITTEN, OBTAINED BY YOU FROM SAFESTATE OR THROUGH ANY SERVICES WE PROVIDE WILL CREATE ANY WARRANTY, GUARANTEE OR CONDITIONS OF ANY KIND, EXCEPT FOR THOSE EXPRESSLY OUTLINED IN THESE TERMS.

**7.3.** UNLESS OTHERWISE EXPRESSED, SAFESTATE EXPRESSLY DISCLAIMS ALL WARRANTIES, GUARANTEE AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, GUARANTEE AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**8. Limitation of Liability**

IN CONJUNCTION WITH THE DISCLAIMER OF WARRANTY AS EXPLAINED ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT SAFESTATE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF USING OUR SERVICES OR AS A RESULT OF ANY CHANGES, DATA LOSS OR CORRUPTION, CANCELLATION, LOSS OF ACCESS OR DOWNTIME TO THE FULL EXTENT THAT APPLICABLE LIMITATION OF LIABILITY LAWS ALLOW.

**9. Patents/Copyrights/Trademarks**

**9.1.** All content and materials available when using Services, including but not limited to; text, graphics, website name, code, images and logos and any derivatives thereto are the intellectual property of Safestate or its third-party licensors (as applicable) and are protected by applicable intellectual property law. Any inappropriate use, including but not limited to the reproduction, distribution, display, or transmission of any content on this site is strictly prohibited unless specifically authorized by Safestate (or the applicable third-party licensor) in writing.

**9.2.** These Terms do not grant you any ownership interest in or to our Services but only a limited right of use that is revocable in accordance with these Terms or the Agreement. Safestate does not grant any license or other right to use any of our trademarks, service marks, copyrightable material, or other intellectual property except as expressly provided in these Terms.

**9.3.** In addition, you agree to refrain from any act which in any way compromises our Services, including but not limited to: (i) reverse engineering (except to the limited extent that applicable law prohibits reverse engineering restrictions), reverse compiling, decrypting, disassembling or otherwise attempting to derive the source code of the Resource; (ii) modifying, translating or creating derivative works of the Services; (iii) sublicensing, reselling, renting, leasing, distributing, marketing, commercializing or otherwise transferring rights or usage to the Services; or (iv) embedding the Services in any third-party applications unless explicitly permitted.

**10. Governing Law and Venue**

**10.1.** The services are provided and controlled by Safestate. By accessing our services, you agree that the laws of Sweden apply to all matters relating to the use of our or services.

**10.2.** In the event of any dispute or disagreement arising under or in connection with these Terms (including a dispute or disagreement as to the validity of the Terms or the Agreement or its formation), such dispute or disagreement will primarily be resolved between the parties, otherwise be referred to and resolved under the exclusive jurisdiction of applicable court of Sweden.

## **11. Confidentiality of Safestate Software and Documentation**

**11.1** If you receive Confidential Information concerning Safestate or its affiliates you will, during the Term of this Agreement and for two (2) years after termination or expiry, keep the information confidential and protect it using the same level of care and discretion that you use with respect to your own confidential information, which will be in no case less than reasonable care and discretion. You will not use the Confidential Information for your own purposes (other than implementation of this Agreement) or disclose it to any person other than your employees or Authorized Users who have a legitimate interest, and you will remain responsible for the confidentiality of the information. You will not use Confidential Information for any purpose other than when necessary to exercise rights or fulfil obligations under this Agreement. "Confidential Information" means information of a confidential or proprietary nature (including trade secrets and information of commercial value), including without limitation, software, and underlying technical or business information (including any user guides), which relates to Safestate that is disclosed or provided to you in connection with this Agreement; provided, however, that Confidential Information does not include information that (i) is or becomes a part of the public domain through no act or omission of you; (ii) was in your lawful possession prior to the disclosure and had not been obtained by you either directly or indirectly from Safestate; (iii) is lawfully disclosed to you by a third party without restriction on disclosure; or (iv) is independently developed by you. When this Agreement terminates or expires, you will destroy any Confidential Information regarding Safestate or continue to keep it confidential.

## **12. Miscellaneous**

**12.1.** If you have any questions or comments about these Terms of Service as outlined above, you use our [contact form](#). If we need to send any notices to you, we may send them to the e-mail address you provided at sign-up.

**12.2.** These Terms, together with any sign-up form, agreement, policy, documentation, or guideline referenced in these Terms, constitutes the entire agreement and understanding between you and us with respect to the subject matter of this Agreement and the Safestate Service, superseding all prior or contemporaneous proposals, communications, and understandings, oral or written, relating to that subject matter.

**12.3.** Safestate is a registered trademark owned solely by Safestate AB.