

TERMS OF USE

1. INTRODUCTION

1.1. Unless otherwise defined in these Terms of Use (the “**ToUs**”), capitalised terms used herein shall have the meaning attributed to the respective terms in the General Terms and Conditions (the “**General Terms and Conditions**” or “**GTCs**”) or the Product Specific Terms (the “**Product Specific Terms**” or “**PST**”) of Safebridge, located at www.safebridge.net/legal.

1.2. Definitions:

- “**Customer**”: Shall refer to the legal or natural person entering into a commercial agreement with Safebridge for the Safebridge Products and/or Services and, where applicable, shall refer to the current employer or potential employer of the General User with whom Safebridge has entered into an agreement for the Products and/or Services.
- “**General User Data**”: Shall have the meaning attributed to the term in section 4.1 of this Agreement.
- “**General User(s)**”: Shall refer to any type of user of the Application whether acting as User or End-User or both accordingly.
- “**Login Data**”: The particular combination of letters and/or numbers and/or other special characters which form the General User’s user-name and password required to log into the General User’s account with the Application.

2. SUBJECT MATTER OF THE TERMS AND CONDITIONS

- 2.1. The following Terms of Use cover the provision of electronic services by Safebridge GmbH, Große Bleichen 21, 20354 Hamburg, Germany.
- 2.2. General User has registered own account with Safebridge either:
- 2.2.1. upon request of a Customer; or
 - 2.2.2. upon General User’s sole and unfettered discretion, provided that the General User has entered directly into such an Agreement with Safebridge.
- 2.3. General User is not a third-party beneficiary and, unless otherwise expressly agreed by the Parties, cannot be considered to act on the behalf of a Customer or any other third party for the purposes of these Terms of Use or applicable Terms and Conditions.

3. GENERAL USER’S DUTIES AND OBLIGATIONS

- 3.1. General User shall comply with these Terms of Use. The use of the Application without accepting these Terms of Use is prohibited and shall be considered a violation of the Terms and Conditions of Safebridge.
- 3.2. General User shall provide correct personal data and, where required, verify his or her identity. The use of the Application without correct identification is prohibited and shall be considered a violation of the Terms and Conditions of Safebridge.
- 3.3. General User shall:
- 3.3.1. use the Login Data only as instructed by Safebridge; and
 - 3.3.2. protect the Login Data from unauthorised access; and
 - 3.3.3. not disclose the Login Data in any way to any third party.
- 3.4. The Application, its source code as well as its interface, generated reports and all other related Material are protected by national and international intellectual property laws. Safebridge retains all intellectual property rights regarding the Application and relating Material and other documentation, made available to General User. General User must not remove or cover attributions of authorship or copyright.
- 3.5. The selling, lending, renting, licensing, distributing or making available of the Application or related Material or the Login Data to third parties as well as the translation, adaptation, arrangement or any other alteration of the Application and related course Material. General User is allowed - if, where

applicable, General User is empowered to do so by Customer - to make copies of the generated reports and related material only insofar as necessary for the use of the Application. The selling and distribution of Safebridge Products without Safebridge's prior written consent is prohibited and shall be considered a violation of the Terms and Conditions of Safebridge.

4. ASSESSMENTS AND REPORTS

- 4.1. All Personal Data and all input made directly by a General User during the use of the Application (hereinafter referred to as "**General User Data**") shall remain General User's sole property. General User, however, grants to Safebridge and, where applicable, to Customer a right to use the General User Data to satisfy their obligations under the Agreement in accordance with the Data Protection Declaration and Privacy Policy of Safebridge located at www.safebridge.net/legal.
- 4.2. General User may have to prove his or her identity before being able to undertake an assessment in accordance with the identity verification procedure as described in the Product Specific Terms and in the Application.

5. EXCLUSION OF GENERAL USERS, WITHDRAWAL OF CERTIFICATES

- 5.1. In case of use of the Application by a General User in breach of these Terms of Use or in a fraudulent manner, Safebridge is entitled to exclude such General User and to withdraw and/or revoke Material issued to General User. Upon receiving such decision General User must immediately refrain from using such Material and destroy all electronic and physical copies of such Material.
- 5.2. General User must comply with any restrictions communicated to him by either Safebridge or, where applicable, Customer.
- 5.3. The above actions shall not affect or limit, in any way, Safebridge's rights in equity or law for breach of these Terms of Use by General User.

6. CONSENT TO DATA PROCESSING

- 6.1. General User Data is processed in Europe in accordance with the applicable regulations and directives of the European Union, and the laws and regulations of Germany, such as the Federal Data Protection Act and the Telemedia Act, as further described in the Data Protection Declaration and Privacy Policy of Safebridge located in www.safebridge.net/legal.
- 6.2. General User Data is processed only for the purpose of providing Safebridge's Services to General User and Customer and, where applicable, for maintaining a validation service of the issued Material. Such data is not transferred to any third parties without the General User's express consent.
- 6.3. General User agrees that Customer can access and view an activity summary with regards to Products and Services assigned to General User as well as an evaluation report on General User's assessment results. General User further consents that any assessment results may be anonymised and used to improve Safebridge's Services."
- 6.4. General User further agrees to satisfy the identity verification requirements as further described in the General Terms and Conditions and the Application upon initiation of the TestMe testing function. In particular General User agrees to upload a valid identification document of General User (i.e. passport or national I.D.) to facilitate the verification of the identity of the General User by Safebridge. Furthermore, the General User acknowledges that during the performance of a test, the Application may capture reference pictures of General User at random intervals via the device's webcam (or equal hardware) to confirm that the verified General User is the person conducting the test. The uploaded identity document and the reference pictures captured by the Application will be processed and stored solely for identity verification purposes.
- 6.5. In accordance with the Data Protection Declaration, General User has the right to request Safebridge to provide information about recorded data concerning the General User, including, however not limited

to, information with regards to the source of such data; the recipients or categories of recipients to which this data is transferred; and the purpose of recording and/or storing and/or processing of such data.

- 6.6. General User confirms that the Data Protection Declaration and Privacy Policy of Safebridge, located at www.safebridge.net/legal and detailing the General User Data collected and the way they are processed, have been read and understood and agreed upon. Safebridge reserves the right to revise the Data Protection Declaration and Privacy Policy from time to time. If any material changes are made to the Data Protection Declaration and Privacy Policy, Safebridge will notify General User of those changes by posting them on the Application or by sending General User an email or other notification. In case of such material changes, the version number and reference date indicated at the bottom of each document will be updated accordingly, indicating when those changes become effective.

7. CONTACT

Please see contact information posted on our website at www.safebridge.net/contact

Safebridge GmbH
Terms of Use ("ToU") V.1.0
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