

PRIVACY POLICY

GENERAL

This document was last updated on 11 May 2018.

“We”, “us” or “our” refers to DR-WALTER Unternehmensgruppe, reg. no. Siegburg HRB 4701 and Siegburg HRB 14554, Eisenerzstraße 34, 53819 Neunkirchen-Seelscheid, Germany, including its affiliates.

We are committed to protecting your privacy and to comply with applicable data protection and privacy laws. Throughout this privacy policy (the “Privacy Policy”) the term “Personal Data” means information relating to an identified or identifiable individual (i.e. a natural person).

This Privacy Policy applies to the processing of Personal Data collected or submitted by you in connection with the use of the products and services (the “Service”) offered by us and our affiliates, partners and suppliers. Please read this Privacy Policy carefully to understand how we collect, use, transfer, and store your data as you make full use of the Service.

We recognize our responsibility to protect the Personal Data and other information you have provide us with. We take appropriate technical and organizational information security measures to safeguard your Personal Data against loss and misuse, as well as unauthorized access.

In this Privacy Policy, we explain which types of Personal Data we may process about you and for what purpose we process them. We also detail our processing of Personal Data as well as what choices and rights you have in relation to such processing. We kindly ask you to carefully review our Privacy Policy and acquaint yourself with its content.

Please note that this Privacy Policy relates to processing of Personal Data for which we are the controller. This means that we are responsible for the processing of your Personal Data. It also means that you should turn to us with questions or remarks, or if you wish to enforce any of your rights in relation to our processing of your Personal Data.

Please note that if you use the Service as a service provided by your employer in the capacity as employee, the employer is the responsible controller of your Personal Data within the scope of our provision of the Service. We only process data on behalf of your employer. For questions regarding the processing of your Personal Data in such cases, please contact your employer.

THE DATA WE COLLECT WHEN WE PROVIDE THE SERVICE TO YOU AS A CONSUMER

We may process the following Personal Data attributable to you as a user of the Service:

- (a) Name;
- (b) E-mail address;
- (c) Telephone number;
- (d) Gender;
- (e) Passport number;
- (f) Nationality;
- (g) Job title;
- (h) Manager;
- (i) Department/group;
- (j) Location;
- (k) Imsi;
- (l) Base station information;
- (m) IP address; and
- (n) Home country.

THE PURPOSES FOR WHICH WE PROCESS YOUR PERSONAL DATA

We process your Personal Data for the purpose of providing you with the Service, including tracking your geographical location. The processing is conducted on the basis that it is necessary for the performance of our contract with you regarding the provision of the Service. Please note that you need to enable the real time positioning and sharing if want to use the real time positioning sharing functionality of the Service.

We may also process your data for the purpose of further analysis, statistical information and to optimize the user experience. Prior to such processing, your Personal Data will be anonymized, meaning that the Personal Data will no longer be attributable to you and thus not considered Personal Data. The anonymization is conducted on the basis of our legitimate interest to be able to improve the Service and carry out statistical analysis regarding the usage of the Service for future optimization.

STORAGE OF PERSONAL DATA

We store your Personal Data as long as necessary for us to fulfil the purposes of the processing. This means that we will process your Personal Data as long as you are an active user with our Services, however that location data and base station data will be kept for a maximum period of three months.

When your Personal Data is no longer necessary for the purposes of the processing, it will be deleted or anonymized. We will, however, store your Personal Data if and to the extent we are required to do so according to law.

SHARING OF YOUR PERSONAL DATA

We may disclose your Personal Data to our data processors, for example companies providing the Service or hosting and cloud services companies. In such cases, a data processing agreement will be entered into which ascertains that your Personal Data is processed in accordance with this Privacy Policy.

THIRD COUNTRY TRANSFER

To be able to provide the Service, your Personal Data may be transferred to a country outside of the EU/EEA. If your Personal Data are transferred to a country outside the EU/EEA we will provide adequate safeguards to protect your Personal Data, e.g. that the receiving country has an adequate level of protection. To obtain a copy of the safeguards applied, please contact us at the e-mail address stated below.

YOUR RIGHTS

You have the right to receive confirmation on whether or not we process Personal Data concerning you, and in such cases get access to such Personal Data and also information regarding the Personal Data and how we process it.

You have the right to have inaccurate Personal Data concerning you rectified without undue delay. Taking into account the purposes of the processing, you also have the right to have incomplete Personal Data about you completed.

You have, under certain circumstances, the right to have Personal Data concerning you erased, for example if the Personal Data are no longer necessary in relation to the purposes for which they were collected or if the Personal Data have been unlawfully processed.

In some circumstances you have the right to obtain restriction of the processing of your Personal Data. For example if you contest the accuracy of the Personal Data, you can also require that we restrict the processing of your Personal Data for such a period that enables us to verify the accuracy of the Personal Data.

You have the right to object to processing of your Personal Data that is based on our legitimate interests. If this is done, we must provide compelling legitimate grounds for the processing which overrides your interests, rights and freedoms, in order to proceed with the processing of your Personal Data.

You have the right to receive the Personal Data relating to you and that you have provided to us, in a commonly used electronic format. You have the right to transmit that data to another controller (data portability).

You have the right to complain on the processing of your Personal Data by lodging a complaint to the Swedish Data Protection Authority.

THE CONTROLLER OF YOUR PERSONAL DATA AND CONTACT DETAILS

If you have any additional questions or concerns about this Privacy Policy or our information practices, please feel free to contact us at any time.

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CHANGES TO THIS PRIVACY POLICY

We may revise this Privacy Policy from time to time. The most current version of the policy will govern our use of your information and will always be at https://www.my-safety-assistant.com/terms_of_use.

TERMS OF USE

GENERAL

“We”, “us” or “our” refers to (i) DR-WALTER Unternehmensgruppe, reg. no. Siegburg HRB 4701 and Siegburg HRB 14554, Eisenerzstraße 34, 53819 Neunkirchen-Seelscheid, Germany, including its affiliates and (ii) GWS Production AB, reg. no. 556776-4674, c/o Ideon Science Park, Scheelevägen 27, SE-223 63 Lund, Sweden, including its affiliates.

These terms of use (the “Terms”) constitute a legal agreement and govern your access to the use of the products and services (the “Service”) offered by us and our affiliates, partners and suppliers through our application (the “App”).

You (referred to as “User” or “you”) must agree to these Terms before you can use the Service. If you do not agree to these Terms you must not access or use the Service and/or the App. You can agree to the Terms either by actually using the Service and/or by submitting Personal Data to us and/or by clicking a box that indicates that you agree to the Service, where such a box is made available to you.

We reserve the right to update or change these Terms from time to time and recommends that you review the Terms on a regular basis. You can review the most current version of the Terms at any time at www.safeture.com. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes made for legal reasons will be effective immediately. If there is a conflict between these Terms and any later version of the Terms, the later version of the Terms will control for that conflict. If you do not agree to a later version of these Terms, you should discontinue your use of the Service and the App.

If access to the Service is gained through an agreement (the “Agreement”) between us and a corporation (the “Employer”) in which you, the user of the Service is employed, no other contractual arrangement will arise directly between us and the User than the Terms.

Please note that depending on your location some of the terms in these Terms may not apply to you. We will always provide the Service and the App in accordance with the legal requirements applicable to you. If there is a conflict between any terms in these Terms and any legal requirements applicable to you, such legal requirements will control for that conflict.

THE SERVICE

The Service is described at https://www.my-safety-assistant.com/about_the_app. If you use the Service as a service provided by your employer, we provide the Service to your employer who in turn provides access to the Service to you.

We are constantly changing and improving the Service and the App. We may add or remove functionalities or features, and may suspend or stop the Service and/or the App altogether.

SMS

The User accepts that we send text messages, SMS, to the User’s phone.

USE

The User is not allowed to, in an automated and/or commercial way, disseminate or publish the information received through the Service.

Transmitted content or other intellectual property rights in relation to the App and the Service remains the property of us and our licensors under these Terms.

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by us as part of the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by us, in the manner permitted by these Terms. You may not copy, modify, distribute, sell, or lease any part of the Service or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

For the Service to function properly, the User must follow the use and configuring instructions at; <https://www.my-safety-assistant.com/installation>.

We have the right to, at any time, shut down a User and terminate the account if the User violates the Terms or otherwise uses the Service in a way that may cause us or a third party any harm.

COSTS

The Employer and/or the User are responsible for all costs related to the use of the Service.

EQUIPMENT

The User is solely responsible for the technical equipment and any additional services needed to use the App and access the Service, such as a phone with carrier subscription.

ELIGIBILITY

Some jurisdictions require a user to be 14 years of age or older to use the Service and the App. If you do not live in such jurisdiction, this section may not apply to you. If you live in such jurisdiction, you represent and warrant that you are 14 years of age or older. The App is not intended for users who are younger than 14 years of age. If you do not meet this requirement, you must not access or use the App. In the event that we learn that we have collected personal information from a person under the age of 14, we will delete that information as soon as reasonably practicable. If you believe that we might have any information from or about a person under the age of 14, please contact us. We may, in our sole discretion, refuse to offer access to the App to any person or entity and change its eligibility criteria at any time.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless us, our subsidiaries, agents, licensors, managers, consultants, officers, directors, employees, contractors, advisors, affiliates, and partners from and against all claims, losses, liability, expenses, damages, judgments, awards, and costs (including reasonable attorney's fees), related to or arising from (i) any breach of these Terms, (ii) your use or misuse of any material or information posted, provided, transmitted, or otherwise made available by you or by us, (iii) your access or use of the service or app and related content, (iv) your violation of any third-party right, including intellectual property and privacy rights, (v) your violation of a law, rule, or regulation, or (vi) another party's use of the service and app using your account.

We reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our and our licensors' defense of such matter.

DISCLAIMERS

WE DO NOT AND CANNOT WARRANT THAT THE SERVICE AND THE APP OPERATE IN A MANNER THAT IS COMPLETELY ERROR FREE NOR THAT ANY INFORMATION PROVIDED IS ALWAYS ACCURATE.

USE OF THE SERVICE AND APP IS AT YOUR SOLE RISK. YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS, OR SERVICES CONTAINED ON OR PROVIDED THROUGH THE SERVICE AND THE APP ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OR CONDITIONS. WE RESERVE THE RIGHT, IN ITS SOLE DISCRETION AND WITHOUT ANY OBLIGATION, TO CORRECT ANY ERROR OR OMISSIONS IN ANY PORTION OF OUR SERVICE OR APP, WITH OR WITHOUT NOTICE TO YOU.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND OUR AFFILIATES, AGENTS, PARTNERS, CONSULTANTS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, LICENSORS, AND ADVISORS (COLLECTIVELY, "AFFILIATES") HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. THESE INCLUDE, BUT ARE NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT THE SERVICES AND APP WILL BE FREE OF VIRUSES, MALWARE, OR OTHER DESTRUCTIVE CODE. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE OR THE APP.

WITHOUT LIMITING THE FOREGOING, WE AND OUR PARTNERS MAKE NO WARRANTY AS TO THE SECURITY, RELIABILITY, AVAILABILITY, ACCURACY, QUALITY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS, OR SUITABILITY OF THE SERVICES AND INFORMATION RETRIEVED FROM THEM. WE AND OUR PARTNERS ASSUME NO RESPONSIBILITY FOR COMPLETENESS, ERRORS, OR OMISSIONS IN THE INFORMATION, SERVICES, OR DOCUMENTS WHICH ARE REFERENCED BY OR LINKED TO THIS WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES, WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY

ALL LIABILITY RELATING TO THE APP AND THE SERVICE IS EXHAUSTIVELY REGULATED IN THE AGREEMENT WITH THE EMPLOYER AND US UNDERTAKES NO LIABILITY DIRECTLY TO THE USER.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, LOSS OF GOODWILL, LOSS OF USE, EMOTIONAL DISTRESS, LOSS OF PROFITS, INTERRUPTION OF SERVICE, LOSS OF DATA, OR OTHER INTANGIBLE LOSSES, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, RELIANCE ON, OR THE INABILITY TO USE, THE SERVICE OR APP THROUGH US. WE SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY, RELIABILITY, TIMELINESS, OR COMPLETENESS OF THE CONTENT OR ANY OTHER INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES, OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. WE UNDERTAKE NO LIABILITY TO THE USER FOR ANY MALFUNCTION OR NON-COMPATIBILITY OF THE USERS EQUIPMENT AND CONNECTED SERVICES WITH THE SERVICE AND THE APP.

WE DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES OUTSIDE OUR REASONABLE CONTROL IN CONNECTION WITH OR RELATED TO IMPROPER CUSTOMER USE OF THE APP OR THE SERVICE.

FURTHERMORE, WE WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, OR INJURY RESULTING FROM (A) UNAUTHORIZED ACCESS TO, OR HACKING OR TAMPERING OF, YOUR ACCOUNT OR THE INFORMATION THEREIN, (B) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND ANY PERSONAL INFORMATION STORED THEREIN, OR (C) BUGS, VIRUSES, TROJAN HORSES, MALWARE, OR OTHER DESTRUCTIVE CODE.

YOU AGREE THAT YOUR USE OF THE SERVICE AND APP IS AT YOUR OWN RISK. IF YOU ARE NOT SATISFIED WITH THE SERVICE OR APP, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR USE OF THE SERVICE OR APP.

TO THE EXTENT ANY OF THE ABOVE LIMITATIONS OF LIABILITY ARE RESTRICTED BY APPLICABLE LAW, SUCH LIMITATIONS SHALL NOT APPLY TO THE EXTENT OF SUCH RESTRICTIONS.

IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS, WE OR OUR AFFILIATES IS FOUND TO BE LIABLE TO THE USER FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH THE TERMS, OUR AND OUR AFFILIATES LIABILITY SHALL, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT EXCEED THE EMPLOYER'S QUARTERLY PAYMENTS FOR THE SERVICE DIVIDED BY THE NUMBER OF USERS THE EMPLOYER HAS.

TERMINATION

You may at any time terminate your use of the Service by contacting us. We will then delete all credentials and any other information that can be related to you.

NO WAIVER

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

ASSIGNMENT

You may not assign or transfer any rights under these Terms to any other person. Any attempted transfer or assignment shall be null and void. We may assign or transfer its rights without restriction.

SEVERABILITY

The provisions of these Terms are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

FORCE MAJEURE

We are not responsible for any delay or loss due to circumstances that we have no control over and which significantly complicates the obligations fulfillment or the fulfillment of the obligation is not economically justifiable.

GOVERNING LAW AND DISPUTES

These Terms shall be governed by and be construed in accordance with Swedish law.

Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be settled by Swedish Public Courts with Malmö District Court as first court of instance.

CONTACT

Please contact us at: [my-safety-assistant\(at\)dr-walter.com](mailto:my-safety-assistant(at)dr-walter.com) with any questions regarding these Terms.

APPLE REQUIREMENTS

You acknowledge and agree that (i) these Terms are concluded between you and us only, and not Apple, Inc. nor its subsidiaries (hereinafter –“Apple”); (ii) We, and not Apple, are solely responsible for the Licensed Application and the content thereof; (iii) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application; (iv) in the event of any failure of the Licensed Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Licensed Application to you; (v) to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application; (vi) Apple is not responsible for any claims, losses, liabilities, damages, costs, or expenses that you may have arising out of your use of the Licensed Application; (vii) Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim related to the Licensed Application or your possession and use of the Licensed Application, nor is Apple responsible if the Licensed Application or your possession and use of the Licensed Application infringes any third party's intellectual property rights; and (viii) you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.