

## Specific Service Terms for Digital Services

Published on January 12, 2024.

Effective as of January 15, 2024.

### 1. Definitions

“**Agreement**” means the agreement(s) governing the Client’s purchase of security services from Protectas.

“**Client**” means the company or other legal entity, as indicated in the Agreement, purchasing security services and the Digital Services from Protectas.

“**Supplier**” means the entity providing the security services and the Digital Services to the Client, as indicated in the Agreement.

“**Digital Service(s)**” means the digital service(s) indicated in connection to each section in these Terms.

“**Site**” means the Client’s protected objects.

“**Terms**” means these Specific Service Terms for Digital Services.

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

### 2. General

2.1. These Terms are additional to the Agreement between the Client and Supplier. The Terms apply only to the Digital Services indicated in connection to each section of these Terms. The Terms constitute an integral part of the Agreement and in the event of a conflict between these Terms and the Agreement, these Terms shall prevail.

2.2. Occasionally Supplier will, and reserves the right to, make changes to these Terms. The most recent version of these Terms will be published on <https://www.protectas.com/en-ch/about-us/protectas-digital-services--legal-documents/>. If the Client does not wish to continue using the Digital Service(s) under such new version of these Terms, the Client may terminate the affected Digital Service(s) by notifying Supplier in writing within thirty (30) days from the changed version entered into effect.

### 3. Predictive content

Applicable to: MyProtectas Risk Prediction Essential.

3.1. Any predictive content in the Digital Service is based on selected historic information and statistics relating to the security on certain locations. Where the Digital Service generates forecasts of the security situation and threat scenario for a certain Site at a certain time, this is based on aggregated data used in data models and such information is a forecast based on statistics. Supplier does not guarantee nor is Supplier responsible for that the forecast in any part corresponds to the actual security situation or threat scenario. The content is produced solely for information purposes and does not constitute any advice or recommendation by Supplier for the Client to implement (or not to implement) any general or specific security measures.

- 3.2. The Client is solely responsible for its own decisions on security measures and must always make such decisions independently and based on its own investigations and risk assessments. The Client is at all times solely responsible for its own outcome of using the Digital Service. Supplier is continuously working on developing and improving the Digital Service, but is under no circumstances responsible for that the data or the data models that are used to generate the content within the Digital Service are correct, complete or that the Digital Service generates a correct or current result. Supplier is under no circumstances responsible or liable for any direct or indirect damage or economic loss that may arise for the Client due to decisions made based on information provided through the Digital Service.

#### 4. Risk intelligence reports

Applicable to: MyProtectas Risk Intelligence Awareness.

- 4.1. Through the Digital Service, the Client is provided with reports and/or alerts regarding selected security events (“**Reports**”). The Client agrees and acknowledges that (a) Supplier, based on its expertise, may determine what to include and/or exclude in provided Reports, (b) Supplier cannot guarantee that all security events relevant for the Client will be included in the Reports, (c) the Reports as such will not prevent security events from occurring, and (d) Supplier cannot guarantee that all information in the Reports is correct or complete. The information in the Reports is provided for the Client’s internal use and is not to be used for commercial purposes.
  - 4.2. The Client may designate selected Users within the Client’s corporate group that should receive a copy of the Reports. The Client agrees and acknowledges that the Client is fully responsible for the Users’ use of the Reports and that such usage must be in line with the Agreement. The Client’s and the Users’ usage of the Reports is subject to any and all restrictions imposed in this Agreement or otherwise by Supplier from time to time. The Client may not designate a User or in any other way make the Reports 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.
  - 4.3. The Reports are produced solely for information purposes and does not constitute any advice or recommendation by Supplier for the Client to implement (or not to implement) any general or specific security measures. The Client is solely responsible for its own decisions on security measures and other actions and must always make such decisions independently and based on its own investigations and risk assessments. The Client is at all times solely responsible for its own outcome of using the Digital Service and the Reports, including the lawfulness of such. Supplier is under no circumstances responsible or liable for any direct or indirect damage or economic loss that may arise for the Client due to decisions made based on information provided through the Digital Service.
  - 4.4. All rights pertaining to the Reports and its contents, including copyright and any other intellectual property rights, are owned or licensed by Supplier or a company within the Supplier’s corporate group, and/or its licensors or contractors. Copyright notices and any other notices on ownership in the Reports or relating documentation must be preserved and may not be removed or altered by the Client or Users. All reports and alerts provided in the Digital Service are for the Client’s internal business use only and the Client (including its Users) is not granted any right to the Reports other than what is explicitly stipulated in these Terms.
-