

## User Terms - BuildSafe

BuildSafe Sweden AB, company Reg. No. 559001-9179 ("**BuildSafe**" or "**we**") provides the service BuildSafe (the "**Service**") to your employer or principal, i.e. BuildSafe's customer (hereinafter referred to as the "**Customer**"). These User Terms and Conditions (the "**Terms**") set forth the terms of your use of the Service, including all functions and content related thereto. By accepting the Terms and/or using the Service you will be bound by the Terms in relation to any and all use of the Service.

### Use of the Service

You may only use the Service for its intended purpose and in accordance with applicable laws, the Terms and other instructions and terms stated in the Service, on <https://www.buildsafe.se/en/> or otherwise notified by BuildSafe.

You may not breach, circumvent, remove or affect the technique or security systems used by BuildSafe to protect the Service or the content of the Service. Further, you may not act in a way that may cause the Service to be disabled, overloaded, deteriorated or harmed, or in any other way may cause BuildSafe or the Service any damage.

You may not try to access information that is not publicly available or intended for the public, but included in the Service or in any third party system connected to the Service.

### User account

You are responsible for ensuring that the contact information and other information provided by you when setting up your user account are correct and undertake to keep your profile up to date and current at all times.

You are also responsible for keeping your login credentials safe and making sure that no one else gains access to such login credentials. Your user account is personal and may not be shared with anyone else.

### Suspension

If you use the Service in breach of the Terms or reasonably cause BuildSafe or the Service any harm, BuildSafe is entitled to immediately suspend your user account without any liability to compensate you or your employer or principal.

### Intellectual Property Rights etc.

BuildSafe and/or its licensors own all rights, including intellectual property rights (such as trademarks, copyright, inventions, patents, source code and all functions included in the Service) attributable to the Service.

Any and all intellectual property rights arising as a result of BuildSafe's provision of the Service and/or your use of the Service shall vest in BuildSafe. Such proprietary rights include a right to amend, redistribute, transfer and license such results.

You may not amend, translate, decompile, reproduce, copy, transfer, disassemble or recreate the Service, unless expressly permitted under applicable mandatory law.

### Processing of personal data

Processing of your personal data is conducted in accordance with BuildSafe Privacy Policy.



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#### **Availability**

BuildSafe intends to provide the Service without technical disturbances and bugs to the extent possible, however, BuildSafe does not warrant that the Service will be free from bugs or other interruptions. Maintenance, development and/or other disturbances may from time to time prevent you from using the Service.

BuildSafe reserves the right to conduct planned updates and maintenance of the Service without previous notification thereof.

#### **Amendments to the Terms**

BuildSafe reserves the right to amend the Terms. Amendments that are not clearly to your advantage will be notified to you within reasonable time before entering into force. If you do not accept the amendments you should terminate your user account.

You will be deemed to have accepted the amendments of the Terms by continuing to use the Service.

The Terms applicable from time to time can be found at <https://www.buildsafe.se/en/policies-villkor/>

#### **Limitation of liability**

Unless otherwise stated in applicable mandatory law, BuildSafe is not liable for any damages incurred by you in relation to the Terms, use or provision of the Service or upon bugs in or interruption of the Service. Thus, BuildSafe will not be liable for any direct or indirect damage or loss, including loss of revenue and loss of data.

#### **Applicable law and dispute resolution**

The Terms shall be governed by the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with the Terms shall be finally settled by Swedish general court.