



End-User Terms of Service

These End-User Terms of Service (“**Terms**”) constitute an agreement between SSG Standard Solutions Group AB, corporate registration number 556403-1523, a company incorporated under the laws of Sweden (“**SSG**”), and you as an end-user of the services provided by SSG (“**End-User**”).

SSG has developed and provide various online services and thereto associated services, such as a web platform for online training courses, including training and learning materials, an online service for automated supplier assessment, provision of SSG Access cards, and other services as provided through SSG’s web-based platform (“**Services**”).

SSG may have entered into a customer agreement or the SSG General Terms and Conditions with a legal entity (“**Customer**”), granting Customer’s employees (including, as the case may be, you as an End-User) the right to use the Services in accordance with such agreement and these Terms. If the terms of such an agreement is applicable to End-User’s use of the Services, the provisions of such an agreement shall prevail over these Terms in case of contradictions.

These Terms govern End-User’s use of the Services and shall apply to all end-users using the Services.

1 Definitions

“**Content**” means the content included in the Services, such as training and learning material, documents, templates, and industry standards.

“**Customer**” means a legal entity licensing the Services from SSG under a separate agreement.

“**End-User**” means the individual using the Services in accordance with this Terms, with the particulars as provided in conjunction with account creation.

“**Services**” means the services provided by SSG, such as a web platform for online training courses, including training and learning materials, an online service for automated supplier assessment, provision of SSG Access cards, and other services as provided through the web-based platform.

“**SSG**” means SSG Standard Solutions Group AB.

“**Terms**” means these End-User Terms of Service.



2 Acceptance of the Terms

- 2.1 Prior to accessing and using the Services, End-User must have read, understood and accepted these Terms. Further, End-User undertakes to carefully read any and all future revisions of or amendments to these Terms and not to use the Services unless End-User has read, understood and accepted such revised or amended Terms.
- 2.2 By checking the “I Accept”-box during the account registration process or otherwise using the Services, End-User agrees to strictly adhere to these Terms and to be legally bound to the Terms in relation to SSG.
- 2.3 If End-User creates an account on behalf of a company or other legal entity (a Customer), the SSG General Terms and Conditions as available on the SSG website shall apply to Customer. In such case, End-User represents and warrants that End-User has full authority to legally bind Customer to the SSG General Terms and Conditions. Notwithstanding the above, these Terms shall apply to End-User’s use of the Services as an End-User.
- 2.4 If End-User is under 18 years old, or under the legal age in your country of residence, End-User may only use the Services if agreed to by a parent or legal guardian. In such case, End-User’s parent or legal guardian agrees to be legally bound by the Terms.
- 2.5 If End-User does not agree with the Terms or any updated version of it, End-User may not use the Services.

3 Account Creation

- 3.1 End-User needs to create an account in order to get access to the Services. When creating the account, End-User shall provide SSG with the requested account details. In certain cases, End-User may get invited or registered by an administrator of a Customer. If an administrator registers the End-User to the Services, the administrator will share certain information about the End-User with SSG, such as End-User’s name and e-mail address.
- 3.2 End-User is responsible for providing accurate, current, and complete information in connection with the account registration. End-User acknowledges that the account details provided are true and correct and that, when necessary, End-User will update the account details so that they remain true and correct.
- 3.3 End-User is solely responsible for maintaining the confidentiality of login information. SSG shall have no responsibility for any unauthorized use of End-User’s account.



- 3.4 SSG may use multi-factor login or other similar technologies, to enable a safe login procedure to the Services.

4 Use Rights

- 4.1 SSG grants End-User a non-exclusive, limited right to use the Services in accordance with the Terms, for as long as End-User holds a valid End-User account.
- 4.2 Parts of the Services require an order or purchase from End-User or End-User's associated Customer, for End-User to be eligible for access and use. In case Customer assigns eligibility for a certain functionality or part of the Services to End-User, for example a training course, End-User shall be entitled to use such part of the Services during the validity for access, in accordance with these Terms and SSG's agreement with the Customer.
- 4.3 Except as expressly granted in the Terms, End-User shall have no other rights to the Services. All rights not expressly granted are reserved and retained by SSG.
- 4.4 End-User may not use, copy, alter, develop, or create additions to the Services, including Content, other than as expressly permitted under the Terms. Further, End-User may not use reverse engineering, work around any technical limitations, or otherwise attempt to change or recreate any parts of the Services, including Content.
- 4.5 End-User may not sublicense, rent, loan or otherwise permit any third party, directly or indirectly, to dispose or otherwise use the Services and/or Content.

5 Linking End-User's Account with Customer Companies

- 5.1 End-User may link its account with one or more Customer companies End-User is associated with, as available within the Services. Furthermore, administrators of Customer may link Customer with End-User's account. If End-User is no longer associated with a linked Company, End-User shall without delay terminate the account connection with the Company.
- 5.2 End-User acknowledges and agrees that, when End-User's account is linked, the administrator of Customer may view and change End-User's details, assign web courses and other parts of the Services to End-User, as well as administer End-User's account. SSG shall have no responsibility for changes made as a consequence of linking of End-User's account with a Customer.



6 Obligations of End-User

- 6.1 End-User may use the Services only for its intended purpose that are permitted by applicable law or regulation, these Terms, and SSG's agreement with Customer (if applicable). End-User undertakes to comply with SSG's from time to time applicable guidelines and these Terms. End-User may not use the Services in a way that causes SSG or any third party harm. If End-User becomes aware of the Services being used in violation of the Terms, End-User shall, if possible, immediately terminate such use and inform SSG of the violation.

7 Fees and Payment

- 7.1 For certain parts of the Services, End-User may be entitled to purchase use rights, for example a certain web course. SSG's prices are in general specified on the SSG website www.ssgsolutions.com or directly in the Services. All prices are exclusive of VAT and any other taxes. SSG reserves the right to modify its prices. The updated prices will be published on the SSG website.
- 7.2 End-User can use the payment options available in the Services. Interest as prescribed by Swedish law (*the current base rate +8%*) plus a reminder fee will be charged in the event of late payment.
- 7.3 End-User will not receive a credit or refund if End-User fails to start or complete a course or otherwise fails to use the Services.

8 Intellectual Property Rights

- 8.1 With the exception of any third party products, SSG holds all rights, including intellectual property rights, to the Services and its Content, including but not limited to copyright, corporate secrets, know-how and trademarks. Nothing in the Terms, by implication, estoppel or otherwise, is to be interpreted as meaning that the above-mentioned rights, or part thereof, will be transferred to the End-User. The End-User will merely receive the limited right to utilize the Services as granted in the Terms. End-User must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material or Content included in the Services other than as expressly allowed under the Terms.
- 8.2 In addition to what is specified in the Terms, the further terms relating to SSG's intellectual property rights apply as specified in *Terms of use for material published by SSG and protected by copyright*, as updated from time to time and published on the SSG website.



9 No Warranty

- 9.1 SSG DOES NOT GUARANTEE OR WARRANT THAT THE SERVICES WILL BE SECURE. END-USER IS RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING BACK-UPS FOR RECONSTRUCTION OF ANY LOST DATA. TO THE FULLEST EXTENT PROVIDED BY LAW, SSG WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIALS.
- 9.2 THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, IN EXISTING CONDITION WITH NO WARRANTIES OR GUARANTEES OF ANY KIND. USE OF THE SERVICES IS THE END-USER’S RESPONSIBILITY. SSG PROVIDES NO WARRANTIES OR GUARANTEES, DIRECT, IMPLICIT OR OTHERWISE, WITH REGARD TO THE ACCESSIBILITY OR QUALITY OF THE SERVICES OR THEIR FITNESS FOR ANY SPECIFIC PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. SSG IS NOT LIABLE IF FOR ANY REASON ALL OR ANY PART OF THE SERVICES ARE UNAVAILABLE AT ANY TIME OR FOR ANY PERIOD.

10 Limitation of Liability

- 10.1 SSG’S AGGREGATE LIABILITY TOWARDS END-USER WITH RESPECT TO THE SERVICES AND ANY CONTENT SHALL BE LIMITED TO DIRECT DAMAGE OF PROPERTY NOT EXCEEDING AN AMOUNT OF SEK 100. IF END-USER HAS PAID FOR ANY PART OF THE SERVICES, THE LIMITATION OF LIABILITY HEREIN SHALL BE LIMITED TO HALF OF THE AMOUNT ACTUALLY PAID BY THE END-USER DURING THE TWELVE (12) MONTHS PRECEDING THE DAMAGE. SSG IS UNDER NO CIRCUMSTANCES WHATSOEVER LIABLE FOR ANY INDIRECT LOSSES OR INDIRECT DAMAGE, SUCH AS LOSS OF PROFIT, LOSS OF SAVINGS, AND LOSS OF DATA.
- 10.2 ANY CAUSE OF ACTION OR CLAIM END-USER MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.



11 INDEMNIFICATION

11.1 END-USER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SSG FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, OR DEMANDS OF LIABILITY, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS, IN CONNECTION WITH ANY CLAIM ARISING OUT OF END-USER'S WRONGFUL USE OF THE SERVICES AND/ OR VIOLATION OF THESE TERMS, INCLUDING IF ANY MATERIAL UPLOADED THROUGH YOUR ACCOUNT INFRINGES THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR IN CASE OF PROHIBITED USE OF CONTENT.

12 Personal Data

12.1 To be able to provide the Services, SSG will process personal data attributable to the End-User. SSG is the data controller for such processing of personal data.

12.2 SSG's personal data processing is carried out in accordance with applicable law, including the General Data Protection Regulation (EU 2016/679), also known as GDPR, and SSG's data protection policy. The current version of the SSG data protection policy can be found on the SSG website: <https://www.ssgsolutions.com/support/terms-of-use/data-protection-policy/>.

12.3 SSG will share personal data attributable to End-User if required in conjunction with provision of the Services, such as sharing of data with industrial plants using SSG's services and which the End-User may access by completing certain courses via the Services, as well as sharing of data to suppliers of services connected with the Services.

12.4 For some of SSG's services, SSG may process personal data as a data processor of a customer, e.g. if SSG provides the Services SSG Access High Personnel Register and SSG On Site. In this case, the data controller is responsible for the processing of personal data. In its capacity as a data processor, SSG will only process personal data in accordance with the instructions of the data controller and after having concluded a data processing agreement with the customer.

13 Termination and Inactivation of the End-User Account

13.1 These Terms will take effect when End-User registers its account, and is valid until further notice. End-User may terminate its account at any time, which will terminate End-User's right to use the Services. The Terms will remain in full force and effect for as long as End-User is using the Services and is having a valid End-User account.



- 13.2 SSG may immediately terminate End-User’s account, thus ending End-User’s access to the Services, if SSG believes that End-User has violated any provisions of the Terms, SSG’s agreement with a Customer associated with End-User, or other SSG guidelines. SSG is entitled to deny End-User access to the Services.
- 13.3 If End-User’s account has not been used for a period of six months or more, the account may be deregistered by SSG.

14 Miscellaneous

- 14.1 SSG may modify and amend the Terms. Such amendments shall enter into effect thirty (30) days from the date when SSG has provided notice of the changes to End-User. Such notice can also be provided within the Services or on the SSG website. If End-User finds that the proposed modifications or amendments encompass a limitation of End-User’s rights in a way that End-User cannot accept, End-User may terminate its account.
- 14.2 SSG may, at its discretion and at any time, alter, modify, correct, amend and make all other changes to the Services, as well as remove access to or terminate the Services, without prior notice or any liability towards End-User.
- 14.3 SSG reserves the right to, without prior notice and without compensation, remove any content, for example containing inappropriate material and/or in any other way could violate the Terms, applicable laws and regulations and/or may infringe someone else’s intellectual property rights.
- 14.4 End-User is not permitted to assign or otherwise transfer its rights and obligations under this Terms. SSG has the right, without prior obtaining of approval, to assign the Terms to another company in the same company group as SSG, or a third party in connection with a transfer of all or substantially all of SSG’s assets.
- 14.5 If any part, term or provision of the Terms are held to be illegal or unenforceable, the validity of the remainder of the Terms will not be affected. Any omission of SSG to enforce any right under the Terms shall not be regarded as a waiver of such rights. IT IS EXPRESSLY UNDERSTOOD THAT ALL PROVISIONS REGARDING NO WARRANTY, LIMITATIONS OF LIABILITY AND INDEMNIFICATION WILL REMAIN IN FULL FORCE AND EFFECT AND SHALL SURVIVE THE TERMINATION OF THE TERMS.



15 Law and Venue

- 15.1 The Terms shall be construed in accordance with and governed by the laws of Sweden, without regard to its conflict of law provisions.
- 15.2 Disputes shall be settled by arbitration in accordance with the Stockholm Chamber of Commerce's rules for arbitration by one or more appointed arbitrators. The rules for expedited arbitration can be applied if the Stockholm Chamber of Commerce finds it appropriate. The arbitration shall be held in Stockholm, in Swedish unless otherwise agreed. The dispute and the judgment shall be covered by perpetual confidentiality.

16 Contact Information

- 16.1 If End-User has any questions regarding the Terms, or any question, complaint or claim, please contact SSG via the contact details found on SSG's website, www.ssgsolutions.com