



## General Terms and Conditions

### Introduction

SSG Standard Solutions Group AB (hereinafter referred to as “SSG”) provides various services for industrial companies, such as a web platform for online training courses, an online service for automated supplier assessment, and an online shop (hereinafter referred to collectively as the “Services”).

These General Terms and Conditions, together with SSG’s other applicable terms of use, your registration of a client account and the content of any order placed with SSG constitute an agreement between SSG and the client that wishes to use the Services.

The General Terms and Conditions are applied to all use of the Services, including but not limited to SSG’s platform for web-based courses, to all orders of web-based courses placed via the SSG website and the SSG Supplier service.

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE GENERAL TERMS AND CONDITIONS, REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT AND THAT YOU ARE AUTHORIZED TO ENTER INTO THE TERMS OF THIS AGREEMENT ON BEHALF OF YOUR COMPANY AND ACCEPT AND AGREE THAT YOU AND YOUR COMPANY ARE LEGALLY BOUND BY THESE GENERAL TERMS AND CONDITIONS.

### Registration

Your company must be registered with SSG in order to use the Services. When you register a company with SSG, you are responsible for ensuring that the information is correct. Please read these general terms and conditions. Upon a complete company registration, your company becomes a customer of SSG (“the Client”). The Client is responsible for regularly updating its registered details.

The Client may have several user accounts connected to the Services. It may be possible to create user accounts directly via SSG’s website. Each user must comply with these general terms and conditions. The Customer is responsible for the Customer’s users complying with these general terms and conditions.

### Contact person

The Client must designate a contact person who is entitled to represent the Client in relation to SSG. The Client must keep the contact person’s contact details up to date. The Client is asked to contact SSG if the specified contact person will no longer be acting as a contact person for the Client.

The contact person shall administer all parts of the Services that the Client is entitled to use, such as courses that the Client wishes to offer to its employees via the Services.



## SSG's web-based courses and tutor-led courses

SSG provides web-based courses and tutor-led courses within the scope of the Services. Courses of various types are offered via the Services.

Every course has a period of validity that may vary from course to course. In general, prices and periods of validity are specified on the SSG website. Assigned course is available for 12 months from the date that the courses are assigned.

By logging in to the Services, the contact person or a person appointed by him/her (administrator) may:

- Register any course participants linked with the Client who are to complete a specific course.
- Administer the registered course participants linked with the Client to whom the Client has previously assigned or will assign courses via the Services. The Client must assist SSG in ensuring that the details of registered course participants are kept up to date, particularly if a registered party leaves his/her employment with the Client.
- View information on registered course participants, indicating which courses he/she has completed.
- View information that SSG may send to course participants. If a specific registered course participant does not have his/her own email address, the information will be sent to the contact person. In these cases, the contact person is responsible for passing the information on to the course participant in question.

## Course participants

The contact person or authorized administrator registers course participants who are to be linked with the Client. To do this, the contact person registers course participants' personal details such as their names and email addresses. SSG then sends personal course participant codes to course participants by email, allowing them then to log in to the Services and view the courses assigned to them. Course participants must not disclose their course participant codes to anyone else. If a course participant's email address is not registered, the course code will be sent to the contact person. If the contact person has received the code from SSG, this information may only be disclosed to the course participant.

Any course participant who has received login details for an SSG Service and has been assigned a specific course by the Client will then be entitled to complete/repeat the assigned course any number of times during the period of validity of the course.

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SSG's e-learning courses are intended to be conducted individually. Doing the courses together in groups and all types of external help will be regarded as cheating. Any instances where cheating has been identified, the course participant and the company can be removed from the service.

If a registered course participant changes employer, the new employer must register/link the course participant with his/her own company and the previous employer must deregister the course participant at SSG.



## SSG Supplier

SSG Supplier is a digital service for automated supplier assessment used by industrial companies to assess suppliers prior to purchasing services. If the Client is using the SSG Supplier service, the Client and its representative are responsible for ensuring that its contact details are up to date, that there is a named contact and that information on the Client's users and other personnel is always updated.

Industrial companies using SSG Supplier to assess suppliers may specify its requirements for granting access to the facilities and allowing the provision of services. The industrial company may also submit documentation and requirements that a supplier must explicitly approve before the supplier can provide services to that industrial company. By acknowledging a document or requirement in SSG Supplier, the Client acknowledges and agrees that the Client has read, understood and approves the content of the requirement and/or content of the document, that the person who acknowledges the document is authorized to acknowledge this on behalf of the Client and that the Client will fulfill the requirements.

If the Client acknowledges a document or requirement without the Client fulfilling any requirement or failing to comply with a requirement, the Client is responsible for such breach towards SSG and the industrial company, including compensation for damages and/or claims relating to the Client's breach.

### SSG Access with associated Access card

SSG Access cards will be sent by post to the Client's registered address within 2–3 working days of the defined criteria being met.

~~The SSG Access card is valid for five years from the time of issue.~~ Procedures and requirements for site entry are established by industrial plants. The Client should take along his/her Access card when working at industrial plants that specify requirements.

Any SSG Access card holders who are temporarily unemployed and has previously received an SSG Access card will retain this card and skills and may still be allocated courses.

### The Client's general undertakings

The Client is responsible for ensuring that the Client's use of SSG's Service, including all use that takes place via accounts linked to the Client, takes place in accordance with these contract terms, other applicable terms of use and applicable legislation. The Client must in no way misuse the Services or use them for any unlawful, illegal or unauthorized purpose (which includes use of the Services in a manner that violates or infringes the rights of SSG or any other party). See the section entitled *Infringement of contract terms* below with regard to breaches.



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The Client is responsible for the correctness of the data that the Client's representatives choose to register within the scope of the Services, or to otherwise notify SSG. The Client is responsible for regularly updating its own registered details. Incorrect information must be corrected by the Client without delay.

## Support

SSG offers support for the Services between 7am and 4pm CET on weekdays, closing for lunch between 12 noon and 1pm CET. The support closes 12 noon on days before a public holiday. This support is available over the phone (+46 60 14 15 10) or by email (support@ssgsolutions.com). A section providing answers to frequently asked questions can also be found at [www.ssgsolutions.com/support](http://www.ssgsolutions.com/support).

## Prices

SSG's prices are in general specified on the SSG website [www.ssgsolutions.com](http://www.ssgsolutions.com). All prices are exclusive of VAT and any other taxes. SSG reserves the right to modify its prices. Information will be published on the SSG website before any such modification takes place.

Foreign corporate customers within the EU will be charged Swedish VAT if the Client has not specified a correct VAT registration number or certificate. Corporate customers outside the EU will not be charged Swedish VAT.

SSG will invoice the Client in connection with the Client's order. Additional services such as replacement cards will be charged in connection with any such supplementary order.

The Client will not receive a credit or refund if course participants fail to start or complete a course.

## Payment terms

Payment against invoice will be made for deliveries inside and outside Sweden. Information submitted and credit ratings are checked regularly.

Payment against invoice must take place within thirty (30) days of the invoice date. If there is reason to suspect that the company's credit rating is not satisfactory, SSG will be entitled to demand advance payment or cancel the order. If payment is not made, SSG will be entitled to recall SSG Access cards and delete results relating to courses for which full payment has not been received.

Penalty interest as prescribed by Swedish law (*the current base rate +8%*) plus a reminder fee of SEK 60 (at present) will be charged in the event of late payment. Invoices that have to be reissued by SSG due to incorrect invoice details being submitted will be charged at SEK 250 per invoice.

When invoicing ex VAT, corporate customers within the EU must always state their VAT registration number.



SSG does not accept any checks or any cash sent physically as payment for the purchased services.

## Intellectual property rights

With the exception of any third party products, SSG holds all rights, including intellectual property rights, to the Services and their content, including but not limited to copyright, corporate secrets, know-how and trademarks. Nothing in the contract 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 Client. The Client will merely receive the limited right to utilize the Services as specifically indicated in these contract terms for its internal business purposes. The Client must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material or content found as part of the Services.

Besides what is specified in the section above, 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 are published on the SSG website.

## Processing of personal data

To be able to provide the Services, SSG will process personal data attributable to the Client's administrator, contact persons, course participants and other users. SSG is the data controller for such processing of personal data.

All of 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/>.

SSG will share personal data attributable to the Client's administrator, contact person and/or course participants with industrial plants and other sites using SSG's services and which the Client's administrator and/or course participants may access by completing certain courses via the Services. The personal data of contact persons specified by the Client within the scope of the SSG Supplier service will also be shared with affiliated industrial plants. Personal data will be shared with relevant industrial plants only to the extent necessary to permit access to the industrial plant in question by reading SSG Access cards, or within the scope of the use of the SSG Supplier service by the industrial plant in question. The industrial plant in question is the personal data controller for its processing of the personal data shared.

Before the Client's administrator registers a new course participant and/or contact person in SSG's system, the Client will be responsible for notifying any such person that SSG will process that person's personal data, with a view to fulfilling SSG's obligation to provide information in a manner as specified in Article 14 of the General Data Protection Regulation (EU 2016/679). To fulfil the obligation to provide information, the Client's administrator may refer any such person to the SSG data protection policy on the SSG website. SSG will also send



an email to the email address specified by the Client's administrator for the course participant and/or contact person, containing information on SSG's processing of personal data.

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

### Infringement of contract terms

The Client's access to the Services may be terminated or blocked by SSG if the Client has infringed and/or failed to comply with these contract terms, or if the Client has not paid and issued invoice within the payment deadline. In such cases, SSG will also be entitled to compensation for any losses sustained by SSG as a result. SSG accepts no liability for any consequences of SSG disabling the Client's access to the Services.

### Limitation of liability

***You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any 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 your computer equipment, computer programs, data, or other proprietary materials.***

***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 Client'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 to the Client or any third party for errors and bears no liability for any claims, direct or indirect. Without limiting the foregoing, SSG is not liable if for any reason all or any part of the Services is unavailable at any time or for any period.***

***SSG's total liability to the Client is limited to half of what the Client has paid for the Services in the past twelve months preceding the damage.***

***ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT***



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***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.***

### Termination of the contract

The contract between the Client and SSG may be terminated by giving written notice to the other party no later than 30 days before the expiry of the current contract.

### Miscellaneous

SSG is entitled to edit these general terms and conditions without notifying the Client first. The current version of these general terms and conditions is available on the SSG's website. Other user terms can be found at [www.ssgsolutions.com](http://www.ssgsolutions.com) under "Support", Terms of use.

If the Client's account has not been used for a period of six months or more, the account may be deregistered by SSG.

SSG is entitled to edit, update and/or delete information in the Services and to change the Services without notifying the Client first.

Swedish law is to be applied to all purchases and all use of the Services in accordance with the contract terms. Disputes will be settled by arbitration by one or more appointed arbitrators in accordance with the Stockholm Chamber of Commerce's rules for arbitration proceedings. The arbitration proceedings will take place in Stockholm, Sweden, and in Swedish unless agreed otherwise. The proceedings and the verdict shall be kept confidential.

### Contact details

Any queries, orders or complaints can be sent by email to [support@ssgsolutions.com](mailto:support@ssgsolutions.com), or by post to SSG Standard Solutions Group AB, Skönsbergsvägen 3, 856 41 Sundsvall, Sweden.