



Contract terms, client

Introduction

SSG Standard Solutions Group AB (hereinafter referred to as “SSG”) provides various services for clients that work in industry, such as a web platform for web-based courses, an online service for registered suppliers to industry, and an online shop (hereinafter referred to collectively as "the Services”).

These contract terms, together with SSG’s other applicable terms of use, your registration of a client account and orders and use of the Services executed at any time, constitute a contract between SSG and the client that wishes to use the Services.

The contract terms 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 Registered Supplier service.

Registration

Your company must be registered with SSG in order to use the Services. When you register a company with SSG, as the client you are responsible for ensuring that the information is correct. Please read these contract terms and check the information recorded. On registration, your company becomes a client of SSG (“the Client”).

Completing registration indicates acceptance of SSG’s contract terms for the Services on behalf of your company. A binding purchase contract between the Client and SSG is created every time a course is ordered. As regards the Registered Supplier service, a binding purchase contract between the Client and SSG is created only when the Client becomes affiliated to a facility as part of the service. Following completion of registration, these contract terms will be sent to the Client by email to the contact person’s registered email address.

The Client is responsible for regularly updating its registered details.

Contact person

The Client must designate a contact person who is entitled to represent the Client in dealings with SSG. The contact person's details must be kept up to date by the Client. 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 must work on behalf of the Client to administer those 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.

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

- 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 authorised 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.

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 Registered Supplier

If the Client is affiliated to the SSG Registered Supplier service, the Client and its representatives are responsible for ensuring that up to date contact details are



available for the Client's company, ensuring that there is a named contact, passing on SSG contact details to other users who are to access SSG Registered Supplier, ensuring that information on the Client's users is always up to date and distributing information to relevant users that SSG may distribute from time to time.

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 unauthorised 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.

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 pm on weekdays, closing for lunch between 12 noon and 1pm. This support is available over the phone (060 14 15 10) or by email (support@ssg.se). A section providing answers to frequently asked questions can also be found at www.ssg.se/support.

Prices

SSG's prices are in general specified on the SSG website www.ssg.se. 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.

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 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 utilise the Services as specifically indicated in these contract terms.

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 and course participants. SSG is the personal data controller for such processing of personal data.



All of SSG's personal data processing takes place 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.ssg.se/support/anvandarvillkor/dataskyddspolicy/>

SSG will share personal data attributable to the Client's administrator, contact person and/or course participants with the industrial plants affiliated to SSG to which the Client's administrator and/or course participants have access due to having completed certain courses via the Services. The contact persons specified by the Client within the scope of the SSG Registered 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 Registered 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 fail 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

The Services are provided in existing condition with no guarantees of any kind, and use of the Services is the Client's responsibility. SSG provides no guarantees,



direct, implicit or otherwise, with regard to the accessibility or quality of the Services or their fitness for any specific purpose.

SSG is not liable to the Client or any third party for errors and bears no liability for any claims, direct or indirect.

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 contract terms without notifying the Client first. When the Client has submitted an order, SSG will not be entitled to change its terms for that particular order. Other user terms can be found at www.ssg.se under "Support", Terms of use.

If the Client's account has not been used for any length of time, the account may be deregistered by SSG.

SSG is entitled to edit, update and/or delete information in the Services if it is obvious or otherwise apparent that information registered in the Services is in conflict with the intentions for the Services. SSG is also entitled 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, and in Swedish unless agreed otherwise.

Contact details

Any queries, orders or complaints can be sent by email to support@ssg.se, or by post to SSG Standard Solutions Group AB, Skönsbergsvägen 3, 856 41 Sundsvall.