

WEB SITE TERMS OF USE

Last Revised: July 1, 2018.

Welcome to www.securitasES.com which is owned and operated by Securitas Electronic Security Inc. (“Securitas ES”). Securitas ES is committed to transparency and accountability in the way we provide Services to our Customers, Authorized Users and you.

The following Terms of Use (“Terms of Use” or “Agreement”) apply to your use of the Securitas ES website, [www.securitasES.com] (the “Site”), including any other Securitas-sponsored web logs, forums and social media sites and forums accessible from the Site and/or maintained by Securitas ES. BY ACCESSING, BROWSING, POSTING COMMENTS TO, OR OTHERWISE USING THIS SITE, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THIS AGREEMENT, and our [Privacy Policy](#) and any applicable posted guidelines, policies or rules, which may be posted and modified from time to time, all of which are incorporated herein by reference. If Customer, Authorized User, and/or you do not agree to be bound by this Agreement, then Customer, Authorized User, and/or you is not permitted to, and must not, access or use the Site or any Securitas ES Product or Service.

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DEFINITIONS

The definitions for some of the defined terms used in this Agreement are set forth below. The definitions for other defined terms are set forth elsewhere in this Agreement.

“**Authorized User**” means an employee, agent, representative, or individual contractor of any Securitas ES Customer (including, any sales representatives and retailers), or such other party who has been authorized by Customer to use the Securitas ES Products and Services, as well as any guest invited by Customer to access and use the Site or Securitas ES Products or Services.

“**Customer**” means the person or entity (i) who has subscribed to the Securitas ES Products and Services with us, and/or with respect to whom Securitas ES has agreed to provide Products or Services; and (ii) has specifically authorized you as an Authorized User to access Securitas ES Products and Services.

“**Data Controller**” means an entity that has the authority over the processing of personal information. This entity controls the use of personal

data by determining the purposes for its use and the manner in which the data will be processed. The Customer, Authorized User, or you serve as the Data Controller responsible for decisions regarding Customer Content stored, processed, or otherwise transmitted on the Site or through the use of Securitas ES Products or Services.

“Data Processor” means an individual or organization that processes data on behalf of the Data Controller. In connection with the processing of Personal Data, Securitas ES serves as a Data Processor in furtherance of decisions by the Customer, Authorized User, or you regarding the processing of such data.

“GDPR” means the Global Data Protection Regulation otherwise known as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

“Intellectual Property Right(s)” means, with respect to any thing, material or work (hereinafter, a “Work”): (a) any and all worldwide copyrights, trademarks, trade secrets and any other intellectual property and proprietary rights and legal protections in and to such Work including but not limited to all rights under treaties and conventions and applications related to any of the foregoing; (b) all patents, patent applications, registrations and rights to make applications and registrations for the foregoing; (c) all goodwill associated with the foregoing; (d) all renewals, extensions, reversions or restorations of all such rights; (e) all works based upon, derived from, or incorporating the Work; (f) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; (g) all causes of action, either in law or in equity for past, present or future infringement based on the Work; (h) all rights corresponding to each of the foregoing throughout the world; and (i) all the rights embraced or embodied therein, including but not limited to, the right to duplicate, reproduce, copy, distribute, publicly perform, display, license, adapt, prepare derivative works from the Work, together with all physical or tangible embodiments of the Work.

“Personal Information” means any information that can be used to identify, locate or contact you. Examples include your name, address, date of birth, email address, or other data collected through utilizing our Site, products or services. It may also include other information that may be associated with your Personal Information, such as your preferences or interests.

“Prohibited Content” means content that: (i) is illegal under applicable law; (ii) violates any third party’s intellectual property rights, including, without

limitation, copyrights, trademarks, patents, and trade secrets; (iii) contains indecent or obscene material; (iv) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (v) promotes unlawful or illegal goods, services, or activities; (vi) contains false, misleading, or deceptive statements, depictions, or sales practices; (vii) contains Destructive Elements; or (viii) is otherwise objectionable to Securitas ES in its sole discretion.

“**Services**” means the services provided by Securitas ES under any applicable Contract or Agreement. Such Services are provided by Securitas ES in its role as Data Processor on behalf of the Customer, Authorized User, or you.

INTELLECTUAL PROPERTY

Securitas ES retains all copyrights in any text, graphic images, and software owned by Securitas ES and hereby authorizes you to electronically copy documents published herein solely for the purpose of viewing the information for your own individual and/or internal purpose. You may not otherwise copy, modify, distribute, transmit, display, publish, sell, license, create derivative works, link to, or use any information on this Site without written permission from Securitas ES. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any Securitas ES copyright, patent or trademark.

Securitas ES, the Securitas ES logo, and the other Securitas names or products referenced herein are trade names, trademarks or service marks of Securitas ES, Incorporated or its subsidiaries and affiliates and may not be used without permission. SecureStat[®], SiteSentry[®], and Revisor[®] are all registered trademarks:

Securitas Electronic Security, Incorporated
3800 Tabs Drive
Uniontown, OH 44685

Other product or company names mentioned herein may be the trade names, trademarks, or service marks of their respective owners.

DISCLAIMER

The information and materials available on or through this Site, including text, images, and links, are PROVIDED "AS IS" BY SECURITAS ES, SOLELY AS A CONVENIENCE TO VISITORS OF THIS SITE WITHOUT WARRANTY

OF ANY KIND, EITHER EXPRESS OR IMPLIED. SECURITAS ES DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS, AND SECURITAS ES EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. THERE IS NO WARRANTY THAT ANY INFORMATION, SERVICE, PRODUCTS, MATERIALS OR OTHER CONTENT OR DATA AVAILABLE ON OR THROUGH THIS SITE, OR SECURITAS ES' SOFTWARE OR HARDWARE SYSTEMS WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

SECURITAS ES DISCLAIMS A WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY, INCLUDING THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY OR QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATION CONTENT OR DATA, INFORMATION ACCESS AND ORDER EXECUTION, FREEDOM FROM COMPUTER VIRUS, IN CONNECTION WITH THIS SITE OR AVAILABLE INFORMATION AND MATERIALS, EVEN IF SECURITAS ES HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITED LIABILITY

IN NO EVENT SHALL SECURITAS ES (OR ANY OF ITS AFFILIATES) BE LIABLE FOR ANY DAMAGES, INCLUDING ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT OR INDIRECT DAMAGES, LOSSES, OR EXPENSES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES, ARISING IN CONNECTION WITH THE SITE OR ANY LINKED WEBS ITE, OR USE THEREOF OR INABILITY TO USE, BY ANY PARTY OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF SECURITAS ES, OR ITS REPRESENTATIVE THEREOF, IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES, EXCEPT AS LIMITED BY APPLICABLE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

Only those terms and conditions set forth in any definitive agreement duly executed by Securitas ES, or any of its affiliates or subsidiaries, shall govern the purchase, use, distribution or other relationship with Securitas ES or its products or services. This Site and those that link into and out of this Site could include technical or other inaccuracies, and not all products or services referenced herein are available in all

areas. Securitas ES reserves the right to change the products or services described on this Site at any time. Contact our nearest Securitas ES customer service center or sales office for further information before relying on any information contained herein.

INDEMNITY

You agree to indemnify, defend and hold Securitas ES and its suppliers or other applicable related parties, harmless from and against all claims, losses, liability, cost, and expenses (including attorneys' fees) arising from your violation of these Terms of Use or use or misuse of this Site, or from the use of any Data or any service, product, information or materials provided through this Site. Your obligations under this paragraph will survive your termination of access to or use of the Site.

RESPONSIBILITY FOR DATA HOSTED ON WEBSITE

You agree that you are solely responsible for the text, graphic images, Personal Information, or other information that you create, submit, post, or display on or through this Site (collectively, the "Data") and for the consequences of your actions. Subject to the terms of Securitas ES' Privacy Policy, you further agree that you are solely responsible for your Data, and Securitas ES assumes no responsibility or liability for any Data posted by you or any third party user of this Site.

Securitas ES reserves the right, but shall have no obligation, to pre-screen, review, flag, filter, modify, refuse or remove from this Site any Data or any other text, graphic images, or other information, including without limitation, comments posted to web logs, social media sites or forums accessible from www.SecuritasES.com or maintained by Securitas. You agree that your Data does not and will not violate or infringe any copyright, trademark, right of privacy or publicity or other proprietary rights of any person or entity or constitute libelous, obscene, threatening, abusive or unlawful matter. Your Data will not include any computer viruses or any commercial messages or solicitations which have not been approved by Securitas in advance.

ACCURACY OF YOUR DATA SUBMISSIONS

You agree to provide true, accurate, current and complete information about yourself when you elect to provide personal information to Securitas via this Site, including in connection with registering or creating an account at this

Site. You also agree to maintain and promptly update any such information to keep it accurate. Without limiting the generality of the foregoing, you will not submit any false or misleading information (including without limitation names or other contact information) or impersonate any person. To protect your account, you shall keep your password confidential and take full responsibility for your own and third party activities that occur under or in connection with your account.

LICENSE FOR USE OF YOUR DATA

By submitting, posting, or displaying Data on or through this Site, including any Personal Information, you grant, and represent that you have the right to grant, to Securitas a perpetual, irrevocable, worldwide, royalty-free, non-grant to Securitas ES a license to use, reproduce, adapt, modify, create derivative works from such Data, and to translate, publish, publicly perform, publicly display, and distribute the Data. Securitas ES and its licensees shall also have the right to use your name in connection with their use of any such Data, including any Personal Information provided.

Subject to the additional Privacy and Information Rights detailed below, you further provide consent for Securitas ES to consider, reproduce, use, disclose and distribute the Data to others, and to use the Data for any purpose including without limitation, developing, manufacturing, and marketing products incorporating such Data.

FRAUDULENT, ILLEGAL OR IMPROPER ACTIVITY

You agree that you will not use this Site for any illegal, fraudulent, unauthorized, or improper activity (a "Prohibited Use"). If we suspect that you may be engaging in any Prohibited Use, including any violation of any terms or conditions relating to this Site or any service or product by Securitas ES, your access to this Site and any service or product may be suspended or terminated without notice.

COPYRIGHT NOTICES

Securitas ES respects the rights of all copyright holders. If you believe your copyright has been infringed, you may notify Securitas ES in writing at:

1790 Graybill Rd., Attn: Legal Department, Uniontown, Ohio 44685 or by email at legalnotice@SecuritasES.com.

To be effective, your notice must include substantially the following, as provided for under the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512(c)(3):

1. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site
2. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Securitas has adopted and reasonably implemented a policy that provides for the termination in appropriate circumstances of subscribers and account holders of Securitas ES' system or network who are repeat infringers.

LINKS FROM THIS WEB SITE

This Site contains links to other web sites and resources maintained by third parties. The linked sites may not be under the control of Securitas, and Securitas ES shall not be responsible for the content of any linked site or link contained in a linked site. These links are provided as a convenience only, and the inclusion of any link does not imply an endorsement, affiliation, or sponsorship by Securitas of that site. Any use of or reliance on any such information, content, and materials is at your own risk, and may be subject to additional policies or terms of use provided by the provider thereof.

PRIVACY

We understand the need to safeguard certain of your information and records from unauthorized use and disclosure. Please see the Securitas Privacy Policy which is deemed a part of these Terms of Use. Our Privacy Policy, available at www.securitasES.com/privacy, governs what and how we collect and use your personal information, and is incorporated by reference into these Terms of Use.

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OTHER INFORMATION RIGHTS

As a Data Processor under applicable privacy law, including the GDPR, Securitas ES is committed to responding to requests regarding the processing of Personal Data. To the extent technically feasible, Securitas ES will, without undue delay, respond to:

a) **Requests for Information.** Securitas ES will assist with Data Subject requests to Data Controllers or requests sent directly to Securitas ES to obtain confirmation whether his/her Personal Information is being processed;

(b) **Requests for Access to Data.** Securitas ES will assist with identifying and providing a copy of Personal Information undergoing processing. A reasonable administrative fee may apply to the processing of such requests;

(c) **Portability.** Upon the valid request of a Data Subject, and subject to the other provisions of this Terms of Use, Securitas ES will assist with a request to transmit Personal Information which is the subject of Securitas ES processing to another Controller.

(d) **Objection to Processing.** In connection with valid Data Subject objections to processing related to direct marketing, or to objections to other specific legitimate interest or public interest grounds, Securitas ES will, without undue delay, evaluate whether continued processing on behalf of a Customer, Authorized User or you is appropriate, and may suspend processing until such determination is made and the request is resolved.

(3) **Requests for Erasure.** If Personal Information processed is no longer necessary for the purpose for which it was collected, or if Data Subject consent to processing is withdrawn, or if an objection is raised to the legitimate interests of a Data Controller (Customer, Authorized User, you) in processing the Personal Information, or if the data is otherwise unlawfully processed, Securitas ES will respond to requests without undue delay from Data Subjects to have their data erased. If technically not feasible to erase, Securitas ES will take the Personal

Information offline, and/or will restrict access to the data to prevent further use of the data.

CROSS-BORDER/INTERNATIONAL USE OF DATA

Subject to Securitas ES' Privacy Policy, you acknowledge and agree that by providing Securitas with your personal or proprietary information in any application or transaction request through this Site, you hereby consent to the transmission of such personal or proprietary information to or by Securitas, and its service providers or marketers, over state and international borders as necessary for handling your application or transaction request in accordance with Securitas' standard business practices.

Other than as specifically delineated in our Privacy Policy, we make no representation that materials on this website are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws.

If you are visiting the our Website from a country other than the United States of America, the various communications will necessarily result in the transfer of information across international boundaries and to the United States. By visiting our Website, you consent to the processing and transfer of your data as set out in our Privacy Policy. You also consent to the collection, storage, processing, and transfer of your information in and to the United States, or other countries and territories, pursuant to the laws of the United States.

If Securitas ES transfers Personal Information collected from a site in the European Economic Area ("EEA") to other countries not deemed adequate under applicable data protection law, we will do so in compliance with either: European Union Model Clauses (otherwise known as Standard Contractual Clauses, or in compliance with E.U.-U.S. Privacy Shield and Swiss-U.S. Privacy Shield ("Privacy Shield")). To learn more about the Privacy Shield Program, please see <http://www.privacyshield.gov/welcome>.

CHILDREN

The Site and any Service provided by Securitas ES are intended for use by adults, and any use of or access to the Site or Service by anyone under 18 is not permitted and violates our Terms of Use. By using or accessing our Site

or Service, you represent and warrant that you are 18 years of age or older and fully able to enter into and abide by all of our Terms. We may terminate your User Account and delete any profiles, content or data you may have created or posted if we believe, in our sole discretion, that you are less than 18 years old.

For EU visitors to our site, we ask that parental consent be provided if any Personal Information from children under the age of 16 is provided.

If we receive a complaint which states that a User is under 13 years of age, we will additionally comply with the requirements of the Children's Online Privacy Protection Act of 1998 ("COPPA").

APPLICABLE LAW

This Site (excluding linked sites) is controlled by Securitas ES from its offices within the State of Ohio, United States of America. By accessing this Site, you agree that all matters relating to your use of this Site shall be governed by the statutes and laws of the State of Ohio, and the federal laws of the U.S.A., without regard to the conflicts of laws principles thereof. The application of the United Nations Convention of Contracts for the International Sale of Goods, and the model Uniform Computer Information Transactions Act approved by the National Conference of Commissioners on Uniform State Laws (as enacted and/or modified into any state law in the U.S.A.), are expressly excluded and shall not apply.

AMENDMENTS

We may change, amend or discontinue this Site (or any portion thereof) at any time without prior notice or obligation to you. We may also change these Terms of Use at any time without prior notice, and will post revisions to these Terms of Use to www.securitasES.com prior to such changes becoming effective. Your continued use of this Site after such changes have been posted will constitute your acceptance of the changes. Customer therefore acknowledges and agrees that (i) Securitas ES may notify Customer of such revisions by posting them to www.securitasES.com or any subdomain and (ii) Customer's use of the Securitas ES Products or the Services after such revisions have been made (as indicated by the "Last Revised" date at the top of this page) shall constitute Customer's acceptance of this Agreement as last revised.

In addition, Securitas ES may occasionally notify Customer of upcoming revisions to this Agreement by email. We therefore recommend that you keep your account information including, but not limited to, your email address, current.

If changes to this Agreement involve a new use of Customers' personal data or a new means of processing that data, Securitas ES will provide specific notification of those changes to our Customers prior to start of the new use or processing.

DATA SECURITY

Securitas ES will use commercially reasonable efforts to protect the security of Customer data, including Personal Information, in accordance with industry standards, and will process data in a manner that ensures appropriate security of such data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical and organizational measures.

ENFORCEABILITY

The Terms of Use constitute the entire agreement with respect to access to and use of the Site. In the event any of the provisions of these Terms of Use shall be held to be unenforceable, the remaining provisions shall be unimpaired, and the unenforceable provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These Terms of Use shall be subject to and do not alter any other agreements you have entered into with Securitas ES.

QUESTIONS REGARDING DATA PROCESSING AND DATA PRIVACY

Questions regarding how Securitas ES processes, stores, or transmits data, including Personal Information, may be directed to the following party designated to respond to data privacy :

Securitas Electronic Security, Inc.
3800 Tabs Drive
Uniontown, OH 44685
Attn: Vice President, Information Technology
[\(855\) 331-0359](tel:(855)331-0359)
privacy@SecuritasES.com.