

# Terms of Use

## S4FE Terms of Use

Last updated: May 1, 2018

IMPORTANT – THIS IS A LEGAL AGREEMENT BETWEEN YOU (referenced herein with “you” or with “your”) AND S4FE AG. (referenced herein as “S4FE”). YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS OF USE (referenced herein as the “Agreement”) BECAUSE THEY GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE(S) AND/OR MOBILE APPLICATION” (referenced collectively herein and for purposes of this Agreement as the “S4FE Platform”). S4FE IS WILLING TO LICENSE TO YOU THE RIGHT TO USE THE S4FE PLATFORM ONLY ON THE CONDITION THAT YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION TO USE THE S4FE PLATFORM AND YOU ARE INSTRUCTED TO STOP USE OF THE S4FE PLATFORM. BY CLICKING „I ACCEPT“ AT THE END OF THIS AGREEMENT OR BY INSTALLING, ACCESSING, OR USING THE S4FE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND ITS TERMS AND CONDITIONS, AND THAT YOU AGREE TO BE BOUND LEGALLY BY IT AND ITS TERMS AND CONDITIONS.

**1. LICENSE GRANT.** Subject to your continued compliance with this Agreement, S4FE provides to you a single, revocable, limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the S4FE Platform during the term of this Agreement on your personal computer, laptop, mobile phone or other mobile computing device only for personal or internal business purposes.

In connection with the foregoing license and as the only right to sublicense, you may also enable an individual employee(s) of yours (each, an “Authorized User(s)”) to access and use the S4FE Platform so long as all such use remains in compliance with this Agreement. Moreover, you acknowledge and agree that you shall be responsible for monitoring your and your Authorized User(s)’s use of the S4FE Platform and for maintaining compliance with the terms and conditions of this Agreement. Accordingly, any breach of this Agreement by an Authorized User(s) shall constitute a breach by you. In connection with this license, references to “you” or “user” throughout this Agreement mean you, any Authorized User(s), and the corporate or entity-level client of S4FE that accesses the S4FE Platform per any other agreement with S4FE.

The content layout, formatting, and features of and online or remote access processes for the S4FE Platform shall be as specified by S4FE in its sole discretion. You also acknowledge and agree to the following: (i) S4FE has the right to control and direct the means, manner, and method by which the S4FE Platform is provided; (ii) S4FE may, from time to time engage independent contractors, consultants, or subcontractors to aid S4FE in providing the S4FE Platform or use thereof; and (iii) S4FE has the right to provide the S4FE Platform to others.

**2. RESTRICTIONS ON USE.** All rights not expressly granted under this Agreement are hereby reserved to S4FE. Accordingly, you are hereby prohibited from using the S4FE Platform in any manner that is not expressly and unambiguously authorized by this Agreement. You therefore may not modify, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any proprietary notices or labels, license, sublicense, sell, mirror, frame, rent, lease, private label, grant a security interest in, create derivative works of, or otherwise exploit the S4FE

Platform, or any portion of the S4FE Platform without S4FE's prior written consent except as expressly and unambiguously authorized herein. Moreover, you may not (a) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the S4FE Platform or in any way reproduce or circumvent the navigational structure or presentation of the S4FE Platform to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the S4FE Platform, (b) attempt to gain unauthorized access to any portion or feature of the S4FE Platform or any other systems or networks connected to the S4FE Platform or to any S4FE server or to any of the services offered on or through the S4FE Platform, by hacking, password "mining," or any other illegitimate or prohibited means, (c) probe, scan, or test the vulnerability of the S4FE Platform or any network connected to the S4FE Platform, nor breach the security or authentication measures on the S4FE Platform or any network connected to the S4FE Platform, (d) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the S4FE Platform, (e) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the S4FE Platform or S4FE's systems or networks or any systems or networks connected to the S4FE Platform, (f) use any device, software, or routine to interfere with the proper working of the S4FE Platform or any transaction conducted on the S4FE Platform, or with any other person's use of the S4FE Platform, (g) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to S4FE on or through the S4FE Platform, or (h) use the S4FE Platform in an unlawful manner.

**3. ATTRIBUTION.** In order to reflect S4FE's ownership of the S4FE Platform and to protect S4FE's interests therein, you shall ensure that proper attribution and notice appears with any use of the S4FE Platform. You shall also undertake to include in connection with any printout or subsequent use of any content from the S4FE Platform a notice including the following information, "Copyright © S4FE (or its licensors)" and such other information as designated by S4FE. In accordance with the foregoing, during the Term of this Agreement, S4FE hereby grants to you a limited, non-exclusive, non-transferable right and license to use the full trade name of "S4FE" solely in connection with your attribution of the applicable content. In connection with this trademark license grant, you agree to comply with any guidelines for use as provided by S4FE from time to time.

**4. USER OBLIGATIONS.** By downloading, accessing, or using the S4FE Platform, you represent and warrant that you will abide by all applicable local, state, national laws and regulations with respect to your use of the S4FE Platform, and that you are at least the legal age of majority. In addition, you agree to assume all responsibility concerning your use of the S4FE Platform, including being held responsible for any and all activity occurring through your username and password (and the related account access). You further represent and warrant that (i) you will at all times provide true, accurate, current, and complete information (and updates thereto) when submitting information to S4FE through the S4FE Platform; and (ii) you will at all times comply with the terms and conditions of this Agreement. Moreover, by installing, accessing, or using the S4FE Platform, you agree to allow S4FE to collect certain information regarding your use of the S4FE Platform (including, without limitation, certain data regarding feature utilization, navigation, and personal information (e.g., name, email, etc.)), and further agree to provide S4FE reasonable cooperation in connection with operation of or support for the S4FE Platform. You also agree to receive electronic communications from S4FE. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or relating to the S4FE Platform or S4FE's services. These electronic communications are part of your relationship with S4FE and you receive them as part of your use of the S4FE Platform. You therefore hereby agree that any such notices, agreements, disclosures or other communications that S4FE sends you electronically will satisfy any legal communication requirements.

**5. ACCOUNT.** You may be required to register to use the S4FE Platform. Each registration is for a single user only, unless otherwise expressly agreed upon by S4FE. Registration for access to and use of the S4FE Platform may also require access credentials, such as a user name and a password, or adherence

to other particular access requirements as designated by S4FE in its sole discretion from time to time. You hereby agree to consider your access credentials, such as a username and password, as confidential information and not to disclose such information to any third party without the prior express written consent of S4FE, which may be withheld in its sole discretion. You shall immediately notify S4FE if you suspect or become aware of any loss or theft of your password or any unauthorized use of your user name and password. S4FE will not be liable for any loss or damage arising from your failure (whether inadvertent or intentional) to comply with these obligations.

**6. FEEDBACK.** S4FE welcomes your feedback and suggestions about S4FE's products or services or with respect to how to improve the S4FE Platform. By transmitting any suggestions, information, material, or other content (collectively, "Feedback") to S4FE, you represent and warrant that such Feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey to S4FE and enable S4FE to use such Feedback. In addition, any Feedback received by S4FE will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license from you for S4FE to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, and display (in whole or in part) worldwide, or act on such Feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist therein, and you hereby waive any claim to the contrary.

**7. LINKS TO OTHER SITES.** The S4FE Platform may connect to certain third party websites or online networks (collectively, "Third Party Sites"). These Third Party Sites have not necessarily been reviewed by S4FE and are owned, controlled and/or maintained solely by third parties over whom S4FE exercises no control. Your correspondence or any other dealings with third parties found through any Third Party Site on the S4FE Platform is solely between you and such third party. Accordingly, S4FE hereby expressly disclaims and shall not have any liability or responsibility for any Third Party Sites.

**8. INTERACTIVE FORUMS.** The S4FE Platform may contain or provide access to interactive features and functionality (referenced collectively herein as the "S4FE Forums"), where you can share and exchange information or content (referenced collectively as "Postings"). The S4FE Forums are provided by S4FE as a resource for you. Use of the S4FE Forums is therefore limited to your personal use. You do not have any right to distribute further the S4FE Forums (or any part thereof or content presented on the S4FE Forums) without S4FE's prior written permission. To the extent that the S4FE Platform allows for such communication functionality, you agree that by using the S4FE Platform you will not upload, post, display, or transmit any of the following:

- anything that violates contractual or fiduciary rights, duties, or agreements;
- anything that is bigoted, hateful, or offensive;
- anything that encourages criminal conduct or that would give rise to civil liability;
- anything that violates any law or regulation in any jurisdiction;
- anything that contains vulgar, obscene, profane, or otherwise objectionable language or images;
- anything that typically would not be considered socially or professionally responsible or appropriate in person;
- anything that harms minors or is directed as a means to contact or interact with a minor;
- anything that impersonates any other person or entity, whether actual or fictitious, including, without limitation, employees and representatives of the S4FE;
- anything that misrepresents your affiliation with any entity and/or the S4FE;
- anything, which defames, harasses, threatens, or offends;
- anything that violates or infringes on the rights of others or misappropriation or breaches any confidentiality obligation;

- anything that violates the privacy or publicity rights of any other person, including, without limitation, posting any personally identifiable information of another individual;
- anything that constitutes a chain letter or pyramid scheme;
- anything that is false, deceptive, or misleading;
- anything that constitutes junk mail, spam, or unauthorized advertising or promotional materials;
- anything that is “off-topic,” irrelevant, or inappropriate for the purposes of the S4FE Platform;
- anything that interferes with or disrupts the S4FE Platform; or
- anything that contains or distributes malicious code, viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer, network, or the S4FE Platform or S4FE’s data, network, or systems.

You further agree to conduct your online activities on the S4FE Forums in a cordial and friendly manner and in accordance with this Agreement and all applicable laws. You have no right to identify or suggest an affiliation with or endorsement by S4FE and/or its policies or services. Any views or opinions expressed by you on the S4FE Forums are your personal views or opinions and do not reflect the views or opinions of S4FE. Moreover, no such information available through the S4FE Forums should constitute professional or legal advice of any kind. You are responsible for your own use of any Postings. Please also use netiquette. Please be professional, succinct, and on-topic. Please remember to respect others and their opinions.

Please remember to respect others and their opinions.

**9. PERMISSION TO USE POSTINGS.** By submitting any type of a Posting(s), you represent and warrant that you have all rights necessary to transmit and provide such Posting, and you automatically and hereby grant a royalty-free, transferable, sublicensable and non-exclusive right and license for S4FE to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, and display (in whole or in part) worldwide, or act on any such Posting, without additional approval or consideration, in furtherance of and in connection with the operation of the S4FE Platform, and you hereby waive any claim to the contrary. Your Postings are non-confidential for all purposes. S4FE reserves the right to establish additional practices, parameters, and limits in its sole discretion concerning the storage, display, or availability of any Posting. You represent that you have all necessary rights to make a Posting(s) available to S4FE, and you also acknowledge that S4FE has no control over the extent to which any idea or information (in a Posting) may be used by any party or person once it’s posted or displayed.

**10. NO PRE-SCREENING OF POSTINGS.** S4FE is not responsible for screening, policing, editing, or monitoring your or another user’s Postings and encourages all of its users to use reasonable discretion and caution in evaluating or reviewing any Postings. Moreover, S4FE does not endorse, oppose, or edit any opinion or information provided by you or another user and does not make any representation with respect to, nor does it endorse the accuracy, acceptability, completeness, timeliness, or reliability of any Posting displayed, uploaded, or distributed by you or any other user. Nevertheless, S4FE reserves the right to monitor, delete, access, read, preserve, disclose or take other action with respect to Postings (or parts thereof) that S4FE reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, (v) protect the rights, property or safety of S4FE, its users, or the public, or (vi) that S4FE believes in good faith violate this Agreement and/or are, or are potentially, unlawful or harmful to S4FE, its services, or goodwill. If you violate this Agreement, S4FE may, in its sole discretion, delete the unacceptable content from your Posting, remove or delete the Posting in its entirety, issue you a warning, and/or terminate your use of the S4FE Platform.

**11. PROPRIETARY RIGHTS.** This Agreement provides only a limited license to access and use the S4FE Platform in accordance with the terms of this Agreement. Accordingly, you hereby agree that S4FE transfers no ownership or intellectual property interest or title in and to the S4FE Platform or any other S4FE intellectual property to you or anyone else in connection with your use of the S4FE Platform. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of any content contained on or available through the S4FE Platform are exclusively owned, controlled, and/or licensed by S4FE or its licensor(s). S4FE, SOCIAL MEDIA TODAY, and all other marks identifying the products or services of S4FE are proprietary trademarks of S4FE, and any use of such marks, including, without limitation, as domain names, account identifiers, or in connection with any search engine optimization practice(s), without the prior express written permission of S4FE is hereby strictly prohibited.

**12. PRIVACY POLICY.** Please see S4FE’s Privacy Policy <https://www.s4fe.io/privacypolicy> for more details on S4FE’s collection and use of such location-based information or personally identifiable information. Your use of the S4FE Platform and the collection of personally identifiable information by and through the S4FE Platform is governed by the S4FE Privacy Policy.

**13. DISCLAIMER.** THE S4FE PLATFORM IS PROVIDED ON AN “AS IS” BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. S4FE HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTY UNDER THE APPLICABLE LAW. S4FE ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE S4FE PLATFORM WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR PARTICULAR REQUIREMENTS AND/OR NEEDS. THEREFORE, YOU ASSUME THE ENTIRE RISK REGARDING THE QUALITY AND/OR PERFORMANCE OF THE S4FE PLATFORM.

**14. LIMITATION OF LIABILITY.** YOU ALSO EXPRESSLY ABSOLVE AND RELEASE S4FE FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND S4FE’S CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER CONNECTION PROBLEMS, COMPUTER VIRUSES, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, SEVERE WEATHER, EARTHQUAKES, OR NATURAL DISASTERS, STRIKES, OR OTHER LABOR PROBLEMS, WARS, OR GOVERNMENTAL RESTRICTIONS. MOREOVER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL S4FE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DEALINGS OR AGREEMENTS BETWEEN YOU AND A THIRD PARTY, THE USE OF THE S4FE PLATFORM, WITH THE DELAY OR INABILITY TO USE THE S4FE PLATFORM, THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY INFORMATION, SOFTWARE FUNCTIONALITY, AND MATERIALS AVAILABLE THROUGH THE S4FE PLATFORM, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF S4FE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TOTAL LIABILITY OF S4FE FOR ANY REASON WHATSOEVER RELATED TO USE OF THE S4FE PLATFORM SHALL NOT EXCEED FIVE HUNDRED DOLLARS (500) (CHF) OR THE AMOUNT PAID BY YOU TO S4FE DURING THE TWELVE (12) MONTHS PRECEDING ANY CLAIM, WHICHEVER IS GREATER.

**15. INJUNCTIVE RELIEF.** You acknowledge that any breach, threatened or actual, of this Agreement, including, without limitation, violations or infringement of S4FE’s intellectual property or proprietary rights, may cause irreparable injury to S4FE, whereby such injury would not be quantifiable in monetary damages, and S4FE would not have an adequate remedy at law. In the event of such injury or potential for such injury you therefore hereby agree that S4FE shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of

competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this Agreement.

**16. SECURITY & ENFORCEMENT.** Any actual or attempted use of the S4FE Platform by you in violation of this Agreement may result in criminal and/or civil prosecution, including, without limitation, punishment under the applicable law. S4FE reserves the right in its sole discretion to review, monitor, and/or record any information relating to your use of the S4FE Platform (“User Information”) without any prior notice to or permission from you, including, without limitation, by archiving content and/or communications submitted to and/or sent by you through the S4FE Platform. S4FE may share any User Information S4FE obtains from you with any law enforcement organization in connection with any investigation or prosecution of possible criminal or unlawful activity. S4FE will also disclose User Information as required by any court order and/or subpoena. In addition, S4FE hereby reserves the right in its sole direction to at any time and without notice modify, suspend, terminate, and/or interrupt operation of or access to the S4FE Platform, or any portion thereof, in order to protect the S4FE Platform, S4FE intellectual property, S4FE, or the business interests of S4FE and/or its members and affiliates.

**17. GOVERNING LAW.** This Agreement has been made in and will be construed and enforced in accordance with the laws of the Switzerland (“applicable law”). You agree to the personal jurisdiction by and venue in courts in Switzerland, and waive any objection to such jurisdiction or venue and further to a jury trial in any action. Any claim that you might have against S4FE must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. In any legal proceeding brought by S4FE, S4FE shall have the right to seek and be awarded all reasonable attorneys’ fees and costs in addition to any other relief, at law or in equity, to which S4FE may be entitled. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent as other documents and records originally generated and maintained in printed form. Please print a copy of this Agreement or contact S4FE if you wish to receive a printed copy of this Agreement.

**18. TERM AND TERMINATION.** This Agreement will take (re-take) effect at the time you click “I ACCEPT”, download the S4FE Platform or begin using the S4FE Platform, whichever is earliest. This Agreement will terminate automatically if (i) you fail to comply with any of its terms and conditions; or (ii) cease all use of the S4FE Platform. Termination will be effective without notice. In addition, S4FE may in its sole discretion terminate this Agreement upon notice to you for any or no reason. Upon termination of this Agreement, any and all right(s) to use the S4FE Platform shall immediately cease and you must promptly delete or destroy all copies of the S4FE Platform in your possession or control. Sections 2, 6, 7, 13, and 15-23 will survive the termination of this Agreement.

**19. WAIVER & SEVERABILITY.** S4FE’s failure to insist upon strict performance of any of the terms and conditions of this Agreement by you will not operate as a waiver of any subsequent or other default or failure of performance. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable pursuant to applicable law or court order including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision(s) that most clearly matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

**20. OTHER TERMS AND CONDITIONS.** Additional notices, terms, and conditions may apply to the access or use of S4FE’s other products and services. If there is a conflict between this Agreement and any other notices, terms, or conditions, S4FE shall resolve any conflict in good faith in its sole discretion but this Agreement shall generally control with respect to accessing and using the S4FE Platform.

**21. MISCELLANEOUS.** You hereby agree that (a) this Agreement operates in addition to any terms of use imposed or required by Apple Inc., Google, Inc., Microsoft, Inc. or any other digital download platform from which you download the S4FE Platform (“App Provider Terms”); and (b) the terms of this Agreement

supplement and do not alter or amend any such App Provider Terms. No joint venture, partnership, employment, or agency relationship exists between you and S4FE as a result of this Agreement or your utilization of the S4FE Platform. Headings are for convenience only. This Agreement and S4FE's Privacy Policy found at <https://www.S4FE.io/privacypolicy> represent the entire agreement between you and S4FE with respect to use of the S4FE Platform, and hereby supersede all prior and/ or contemporaneous communications and proposals, whether electronic, oral, or written between you and S4FE. You may not assign, delegate, or transfer any rights under this Agreement without the prior express written consent of S4FE, which may be withheld in S4FE's sole discretion.

S4FE may update these terms and conditions at any time by posting or sending you a revised version of the Agreement, and may do so without advance notice to you. Accordingly, please review the terms and conditions found at this location on a periodic basis. Each time you access the S4FE Platform, you agree to be bound by the Agreement in effect at the time you access the S4FE Platform. If you do not agree to the revised terms, do not use the S4FE Platform.

- The head office of S4FE AG
- All branches of S4FE AG
- All staff and volunteers of S4FE AG
- All contractors, suppliers and other people working on behalf of S4FE AG

It applies to all data that the company holds relating to identifiable individuals, even if that information technically falls outside of the FADP. This can include:

- Names of individuals
- Postal addresses
- Email addresses
- Telephone numbers
- ...plus any other information relating to individuals (data subjects)

### **Data Protection Risks**

This policy helps to protect S4FE AG from some very real data security risks, including:

- Breaches of confidentiality. For instance, information being given out inappropriately.
- Failing to offer choice. For instance, all individuals should be free to choose how the company uses data relating to them.
- Reputational damage. For instance, the company could suffer if hackers successfully gained access to sensitive data.

### **Responsibilities**

Everyone who works for or with S4FE AG has some responsibility for ensuring data is collected, stored and handled appropriately. Each team that handles personal data must ensure that it is handled and processed in line with this policy and data protection principles. However, these people have key areas of responsibility:

- The board of directors is ultimately responsible for ensuring that S4FE AG meets its legal obligations.
- Keeping the board updated about data protection responsibilities, risks and issues.
- Reviewing all data protection procedures and related policies, in line with an agreed schedule.
- Arranging data protection training and advice for the people covered by this policy.
- Handling data protection questions from staff and anyone else covered by this policy.

- Dealing with requests from individuals to see the data S4FE AG holds about them (also called 'subject access requests').
- Checking and approving any contracts or agreements with third parties that may handle the company's sensitive data.
- The IT manager is responsible for:
- Ensuring all systems, services and equipment used for storing data meet acceptable security standards.
- Performing regular checks and scans to ensure security hardware and software is functioning properly.
- Evaluating any third-party services the company is considering using to store or process data. For instance, cloud computing services.
- The marketing manager, is responsible for:
- Approving any data protection statements attached to communications such as emails and letters.
- Addressing any data protection queries from journalists or media outlets like newspapers.
- Where necessary, working with other staff to ensure marketing initiatives abide by data protection principles.

### **General staff Guidelines**

- The only people able to access data covered by this policy should be those who need it for their work.
- Data should not be shared informally. When access to confidential information is required, employees can request it from their line managers.
- S4FE AG will provide training to all employees to help them understand their responsibilities when handling data.
- Employees should keep all data secure, by taking sensible precautions and following the guidelines below.
- In particular, strong passwords must be used and they should never be shared.
- Personal data should not be disclosed to unauthorised people, either within the company or externally.
- Data should be regularly reviewed and updated if it is found to be out of date. If no longer required, it should be deleted and disposed of.
- Employees should request help from their line manager or the data protection officer if they are unsure about any aspect of data protection.

### **Data Storage**

These rules describe how and where data should be safely stored. Questions about storing data safely can be directed to the IT manager or data controller.

When data is stored on paper, it should be kept in a secure place where unauthorised people cannot see it.

These guidelines also apply to data that is usually stored electronically but has been printed out for some reason:

- When not required, the paper or files should be kept in a locked drawer or filing Cabinet.
- Employees should make sure paper and printouts are not left where unauthorised people could see them, like on a printer.
- Data printouts should be shredded and disposed of securely when no longer required.



When data is stored electronically, it must be protected from unauthorised access, accidental deletion and malicious hacking attempts:

- Data should be protected by strong passwords that are changed regularly and never shared between employees.
- If data is stored on removable media (like a CD or DVD), these should be kept locked away securely when not being used.
- Data should only be stored on designated drives and servers, and should only be uploaded to an approved cloud computing services.
- Servers containing personal data should be sited in a secure location, away from general office space.
- Data should be backed up frequently. Those backups should be tested regularly, in line with the company's standard backup procedures.
- Data should never be saved directly to laptops or other mobile devices like tablets or smart phones.
- All servers and computers containing data should be protected by approved security software and a firewall.

### **Data Use**

Personal data is of no value to S4FE AG unless the business can make use of it. However, it is when personal data is accessed and used that it can be at the greatest risk of loss, corruption or theft:

- When working with personal data, employees should ensure the screens of their computers are always locked when left unattended.
- Personal data should not be shared informally. In particular, it should never be sent by email, as this form of communication is not secure.
- Data must be encrypted before being transferred electronically. The IT manager can explain how to send data to authorised external contacts.
- Personal data should never be transferred outside of the European Economic Area.
- Employees should not save copies of personal data to their own computers. Always access and update the central copy of any data.

### **Data Accuracy**

The law requires S4FE AG to take reasonable steps to ensure data is kept accurate and up to date.

The more important it is that the personal data is accurate, the greater the effort S4FE AG should put into ensuring its accuracy.

It is the responsibility of all employees who work with data to take reasonable steps to ensure it is kept as accurate and up to date as possible.

- Data will be held in as few places as necessary. Staff should not create any unnecessary additional data sets.
- Staff should take every opportunity to ensure data is updated. For instance, by confirming a customer's details when they call.
- [S4FE AG] will make it easy for data subjects to update the information S4FE AG holds about them. For instance, via the company website.
- Data should be updated as inaccuracies are discovered. For instance, if a customer can no longer be reached on their stored telephone number, it should be removed from the database.
- It is the marketing manager's responsibility to ensure marketing databases are checked against industry suppression files every six months.

## Subject Access Requests

All individuals who are the subject of personal data held by S4FE AG are entitled to:

- Ask what information the company holds about them and why.
- Ask how to gain access to it.
- Be informed how to keep it up to date.
- Be informed how the company is meeting its data protection obligations.

If an individual contacts the company requesting this information, this is called a subject access request. Subject access requests from individuals should be made by email, addressed to the data controller at [email address]. The data controller can supply a standard request form, although individuals do not have to use this.

Individuals will be charged US \$ 10 per subject access request. The data controller will aim to provide the relevant data within 14 days.

The data controller will always verify the identity of anyone making a subject access request before handing over any information.

disclosing data for other reasons

In certain circumstances, the FADP allows personal data to be disclosed to law enforcement agencies without the consent of the data subject.

Under these circumstances, S4FE AG will disclose requested data. However, the data controller will ensure the request is legitimate, seeking assistance from the board and from the company's legal advisers where necessary.

Providing information

S4FE AG aims to ensure that individuals are aware that their data is being processed, and that they understand:

- How the data is being used
- How to exercise their rights

To these ends, the company has a privacy statement, setting out how data relating to individuals is used by the company.

This is available on request. A version of this statement is also available on the company's website.

## Contact

In case you have any queries related to our data protection policy or any other matters related to personal data processing by S4FE AG please contact us:

E-mail: [info@s4fe.io](mailto:info@s4fe.io)