

## **PRIVACY STATEMENT AND USER TERMS ROTAID 24/7**

- Date commencement in effect the 1<sup>st</sup> of March 2020 -

### **Introduction**

The private companies Trisult Holding B.V., Trisult B.V. and Trisult North America B.V., acting under the name of Rotaid, process personal data every day. Rotaid does this in accordance with the law. Rotaid respects the privacy of the people about whom it receives information and treats that information strictly confidentially. In this privacy statement, Rotaid explains which personal data Rotaid processes and for which purposes. Rotaid advises that you read this privacy statement carefully.

### **Processing of personal data**

Rotaid is responsible for processing different types of personal data for different purposes. Below we explain the personal data and purposes.

### **Service**

As part of its service to you, Rotaid processes the following (personal) data:

1. Name of your company/organisation and the associated (natural) persons with whom Rotaid maintains contact;
2. First and last name of natural persons;
3. Address;
4. Email;
5. Phone (mobile).

When required for our services, Rotaid provides your personal information to third parties.

### **Purposes**

The 24/7/365 identification of the opening and closing of Rotaid AED Cabinets and the presence or absence and malfunctions of the automatic external defibrillator (AED) contained therein, and, where appropriate, to make a respondent be part of a 24/7/365 alarm system for purposes of the usage of an automatic external defibrillator (AED).

### **Provision to third parties**

Rotaid does not share your data with third parties except in the following circumstances:

1. **Implementation of an agreement**

Providing your personal data to third parties is permissible if this is necessary for Rotaid to fulfil its contractual obligations to you.

2. **With your authorisation**

With your authorisation, we can pass on your personal data to other parties. The authorisation only applies if it is clear what you are authorising and what the consequences are.

3. **For external processing**

Rotaid provides personal data to its partners so that they can process data for Rotaid, based on Rotaid's instructions and in accordance with Rotaid's privacy policy and other appropriate confidentiality and security measures.

4. **For legal reasons**

Rotaid shares personal data if Rotaid is of the opinion that disclosure of the data is necessary to comply with applicable laws and regulations, legal procedures or at the request of government agencies.

5. **Legal obligation**

If a legal obligation requires that of Rotaid, Rotaid provides personal data. Rotaid makes agreements with the recipients of your personal data to ensure that the personal data are treated confidentially and are protected.

### **Email messages and text messages**

Rotaid uses your email address and telephone number exclusively for the purposes described above.

## **Website and cookies**

Rotaid uses functional and analytical cookies. A cookie is a small text file that is stored in the browser of your computer, tablet or smartphone when you first visit Rotaid websites. On the one hand, Rotaid uses cookies with purely technical functionality. These ensure that Rotaid can make its websites work properly, for example, your preferred settings can be remembered and help Rotaid make its websites work properly. Rotaid can also use these to optimise its websites. You can opt out of cookies by setting your internet browser so that it no longer stores cookies. You can also delete all information that was previously saved via the settings of your browser.

## **Retention period**

Rotaid does not store your personal data for longer than necessary, unless Rotaid has a legal obligation to keep your data longer. Rotaid's basic principle is that Rotaid only stores personal data for as long as necessary to be able to provide its services to you. After this, Rotaid removes your personal data as far as possible.

## **Security**

Rotaid has taken appropriate technical and organisational measures to protect your personal data.

## **The rights of the persons concerned**

You have a number of legal rights vis-à-vis Rotaid: inspection, correction or addition, data deletion, restrictions on processing, transfer of digital data and the right to object. We explain those rights below. Rotaid also explains how you can exercise these rights against Rotaid.

### **1. Right of access**

At your request, Rotaid will inform you in writing whether Rotaid processes your personal data. With your request you must identify yourself by means of a copy of your driver's license or identity document. In Rotaid's response, it will explain which of your personal data it has processed or is still processing, and give you a copy of this. Rotaid will also explain the purposes for which the data have been or will be processed, with whom the data will be shared, how long it is expected to be stored, and what other rights you can enforce.

## 2. Correction or addition

If you have received access to the processing of your personal data, you can ask Rotaid to correct inaccuracies or supplement any incompleteness. Rotaid will motivate its response. If Rotaid makes improvements, you will receive a supplementary statement from it. Any recipients of your incorrect or incomplete data will also receive that statement.

## 3. Data deletion

You can ask Rotaid to delete your personal data in its systems in one or more of the following cases:

- the personal data are no longer required for the purposes for which Rotaid has processed them;
- you withdraw your consent for (further) processing and there is no other basis for processing;
- you make a substantiated objection and there are no urgent reasons not to honour your objection;
- the personal data have been processed unlawfully by Rotaid;
- Rotaid must delete your personal data based on the legal obligation;
- Rotaid has collected your data through mobile telephony or internet services.

## 4. Limitation on processing

If you have reported an error or incompleteness in your personal data to Rotaid, you can ask Rotaid to limit its processing as long as Rotaid is processing your request. You may also ask Rotaid to process your data if you believe that it has processed them unlawfully or no longer needs them or if an objection to (further) processing has been made. After receiving your limitation request, Rotaid will only process the data after obtaining authorisation or for serious reasons (such as legal proceedings).

## 5. Transfer of digital data

If you have provided Rotaid with personal data in a structured, customary digital file format and Rotaid has processed your data with your authorisation in the implementation of an agreement, you have the right to request a copy of these data. In those cases, you can also ask that your data be sent directly to another service provider.

### **Objection**

You may object at any time to the processing of personal data relating to you. This applies in particular to profiles that Rotaid has created based on your personal data. Rotaid will cease processing your data after receiving your objection, unless it can provide compelling justified reasons that outweigh your interests, rights and freedoms.

If Rotaid processes your personal data for direct marketing purposes, you may object to this at any time and Rotaid will immediately cease processing.

### **Exercising rights**

If you wish to exercise one or more of your rights listed above, you can contact Rotaid via the email address [support@rotaid.com](mailto:support@rotaid.com). At your request, Rotaid will make a decision within four weeks, unless it informs you within that period that it needs more time.

Are your personal data being processed based on your authorisation? Then you have the right to withdraw that authorisation. Any withdrawal of your authorisation is without prejudice to earlier processing based on this.

### **Complaints**

If you have a complaint about the use of your personal data, you can submit it to Rotaid via the email address [support@rotaid.com](mailto:support@rotaid.com). Rotaid also draws your attention to the complaints procedure with the Dutch Data Protection Authority. This authority is authorised to take note of your complaint.

### **Information/questions?**

If you have any other questions, please email them to: [support@rotaid.com](mailto:support@rotaid.com)

This privacy statement is consistent with local regulations on data protection. Rotaid reserves the right to periodically update this privacy statement. The latest version is published on Rotaid's websites.

Version March 2020

## USER TERMS ROTAIID247.COM

### **Article 1 - General**

1. Trisult B.V. and/or Trisult North America B.V., hereinafter jointly referred to as “Rotaid”, are the rightsholders to the software used to signal the opening and closing of the Rotaid AED Cabinet 24/7/365 and the presence or absence of and errors in the automatic external defibrillator (AED) stored in this cabinet, as well as, where relevant, with which responders can be included in a 24/7/365 alarm system for the use of an automatic external defibrillator (AED) (hereinafter referred to as: “the Rotaid Software”).
2. Rotaid may, at its discretion, provide future updates to the Rotaid Software in which any errors known up to that moment have been removed and/or a limited improvement or expansion of the existing feature(s) has taken place (hereinafter referred to as: “Update(s)”).
3. These user terms also govern the Update(s), unless such Update(s) contain(s) a separate license.
4. The term “In writing” or “Written” used in these user terms also includes by email, fax, or another electronic medium.

### **Article 2 - Terms of use**

1. You guarantee that you have the right to use the personal data required for the use of the Rotaid Software and that you will solely use these personal data for the purpose for which they have been collected, which is the use of the Rotaid Software.
2. You undertake to observe the General Data Protection Regulation (EU 2016/679), hereinafter referred to as “GDPR”, and indemnify Rotaid against any claims arising from the failure to (fully) meet the requirements of the GDPR (on time), as well as the requirements of the Dutch Implementing Decree GDPR, or other statutory provisions that impose requirements on the processing of personal data.
3. Rotaid will always protect your (personal) data in accordance with the requirements of the Rotaid privacy policy. These guidelines are available at [www.rotaid247.com/privacy/](http://www.rotaid247.com/privacy/).
4. Rotaid has the right to investigate whether you are using the Rotaid Software in a manner which corresponds to the License conditions. You are required to cooperate with such audit.

### **Article 3 - Liability**

1. Rotaid is not liable for damages of any nature whatsoever caused because Rotaid used incorrect and/or incomplete data provided by you or on your behalf.
2. If Rotaid is found to be liable due to an attributable shortcoming in the fulfilment of an agreement or based on any legal grounds whatsoever, the liability of Rotaid will be limited to providing compensation for direct damage up to EUR 50.00. The overall liability of Rotaid for direct damage based on any legal grounds whatsoever will never exceed the amount paid by its insurer in this specific case.
3. You can only claim compensation for your damage within the meaning of Article 2.1 in relation to an attributable shortcoming if you hold Rotaid in default by means of a Written notice and no fulfilment takes place within the stipulated period. The obligation to issue a Written notice will expire if fulfilment or recovery has already become permanently impossible.
4. Rotaid is not liable for indirect damage, consequential damage, loss of profits, lost savings, damage due to business standstill, damage as a result of your customers, damage related to the use of the Rotaid software, or damage caused due to an error or shortcoming attributable to Rotaid in relation to the implementation of the License. Any liability of Rotaid in relation to the corruption, destruction, or loss of data or documents is also excluded.
5. The exclusions and limitations of liability set out in Articles 2.1 to 2.4 will also expire if and insofar as the damage is the result of the intent or deliberate recklessness of Rotaid.
6. Any claims vis-à-vis Rotaid for compensation will expire after a period of one (1) year, starting from the moment the claim has arisen.
7. The provisions of this article, as well as the other limitations and exclusions of liability set out in the general terms and conditions, also apply for the benefit of all (legal) entities/persons engaged by Rotaid for the implementation of the agreement.

**Article 4 - Force majeure**

A situation of force majeure will exist if the implementation of the Rotaid Software is fully or partially impaired, possibly temporarily, due to circumstances beyond the control of the parties and/or due to circumstances faced by Rotaid, at least including, but not limited to: war, riots, natural disasters, strikes, blockage, traffic obstructions and other transport issues, power outages, hacking or cyber-attacks, accidents, fire, business interruptions, import and export restrictions of any kind, excessive absenteeism, government measures, delays in or lack of deliveries by suppliers, and disruptions in Internet, data network, or telecommunications facilities.

**Article 5 - Indemnification**

You indemnify Rotaid against any claims by third parties that suffer damage in relation to the implementation of the agreement and which cause is attributable to others than Rotaid.

**Article 6- Applicable law and competence**

The District Court of Limburg, Netherlands, is exclusively competent to hear any disputes between the parties related to the use of the Rotaid Software which use is governed by the laws of the Netherlands.