

## **General Terms and Conditions for IA companies' occupational health and safety information system**

### **1. Background**

- 1.1 These general Terms and Conditions set out the terms of the relationship between AFA Trygghetsförsäkringsaktiebolag CRN 516401-8615 (AFA Trygghetsförsäkring) and the respective company or organisation (User Company) that has entered into an agreement for access to the IA companies' occupational health and safety information system (the IA System). Some features of the IA-system may be restricted to User Companies with an active insurance plan with AFA Trygghetsförsäkring and not offered to international affiliates or group companies.
- 1.2 The IA System is provided by AFA Trygghetsförsäkring and its objective is to support the management of work-related injuries and systematic occupational health and safety for companies and organisations in different sectors with the aim of reducing the number of work-related injuries. Through close collaboration with industry organisations and User Companies, the IA System is being continuously developed with the objective of creating an efficient, purpose-driven system for the User Companies.

### **2. Description of the IA System**

- 2.1 The IA System enables User Companies to manage case variances, to link responsible managers to variances at unit level and to inform OHS representatives of incidents and occurrences. Moreover, the IA System enables employees of a User Company to report incidents and occurrences and then track the progress of their report. Modules for risk assessment, investigation, action and follow-up support the process of continuously mitigating the risks in a business. The IA System also supports proactive occupational health and safety with modules for managing safety inspections, risk assessments, etc.
- 2.2 Data about anonymised occupational health and safety occurrences, their investigation, actions and follow-up are shared with User Companies in the same sector to provide the User Companies with a wider base of information to use in their occupational health and safety practices. The IA System also provides support to User Companies and their employees and OHS representatives when filing insurance claims with AFA Trygghetsförsäkring. User Companies can also report work-related injuries to the Swedish Work Environment Authority (Arbetsmiljöverket) and the Swedish Social Insurance Agency (Försäkringskassan).
- 2.3 The IA System can be accessed via a web interface and via the IA mobile app. Users outside of Sweden and/or international User Companies may not have full access to the IA app features (see 5 below).

### **3. Access agreement and approval of the General Terms and Conditions**

- 3.1 The User Company must enter into an agreement with AFA Trygghetsförsäkring to obtain access to the IA System. Such agreement comprises an access agreement, a "System User Companies" appendix (for multiple companies/organisations), these General Terms and

Conditions (Appendix 1), a Personal Data Processor Agreement (Appendix 2) and a Data Distribution appendix (Appendix 3) (only applies to User Companies with an active insurance plan with AFA Trygghetsförsäkring), together referred to as “the Access Agreement”. By signing the Access Agreement, the User Company agrees to comply with the provisions of the Access Agreement in force at the time.

- 3.2 AFA Trygghetsförsäkring reserves the right to decide on amendments and additions to the Access Agreement. The senior administrator of the User Company must be given written notification of any such amendments or additions no later than thirty (30) days before such amendments or additions come into force. However, this time frame shall not apply if the amendment or addition is a consequence of changes in the law or other legislative regulation or of a decision by an authority that requires the change to come into force immediately. Any amendments and additions are also published in the IA System.
- 3.3 If AFA Trygghetsförsäkring makes any amendments or additions to the Access Agreement as stated in 3.2 above, the User Company is entitled to withdraw from the Access Agreement within thirty (30) days of the date of the revised conditions. Written notification of withdrawal from the Access Agreement must be given to AFA Trygghetsförsäkring. Continued use of the IA System after the expiry date of an option to withdraw means that the revised conditions shall be regarded as having been accepted by the User Company.
- 3.4 In cases where the User Company with an active insurance plan with AFA Trygghetsförsäkring uses the IA System to file insurance claims with AFA Trygghetsförsäkring, the User Company undertakes to comply with, not only these General Terms and Conditions, but also the “General Terms and Conditions regulating use of AFA Försäkring’s customer web” in force at the time. These terms and conditions are available on AFA Försäkring’s website, [www.afaforsakring.se](http://www.afaforsakring.se).

#### **4. Access rights**

- 4.1 Access to the IA System is obtained by AFA Trygghetsförsäkring granting the User Company access rights. First, the User Company is assigned a senior administrator account, created by AFA Trygghetsförsäkring. The senior administrator can then give access rights to employees of the User Company by creating additional internal user accounts for the IA System. The senior administrator may also give access rights to another person who has been authorised by the User Company to represent the User Company as an administrator.
- 4.3 The senior administrator may not grant access rights to the IA System to more people than is necessary for the User Company to be able to use the IA System efficiently. The senior administrator must update access rights that have been granted when personnel changes occur or when access is no longer required.

#### **5. International companies, etc.**

- 5.1 AFA Trygghetsförsäkring can also make the IA System available to a User Company’s international affiliates and Group companies upon application. A User Company’s international affiliates and Group companies must sign separate access agreements. Users outside of Sweden do not have full access to some of the IA System features, including features to file insurance claims.
- 5.2 AFA Trygghetsförsäkring does not directly provide international affiliates or Group companies with IA System support. This is only provided via the User Company with an active insurance plan with AFA Trygghetsförsäkring.

- 5.3 The IA System is provided in English and Swedish. Translations of the IA System into other languages may be implemented on the initiative and at the expense of the User Company. User Companies that provide translations of the IA System agree to the use of the translations by other User Companies and agree that AFA Trygghetsförsäkring has the right to use the translations even after termination of the Access Agreement with the User Company that provided the translation. AFA Trygghetsförsäkring disclaims all and any liability for any loss, damage, costs or expenses incurred in connection with or arising from any inaccuracies, errors or mistakes in translations provided by a User Company.
- 5.4 AFA Trygghetsförsäkring shall ensure that updates to the IA System are also made in the parts of the IA System that are available in other countries and/or are translated into other languages. If updates are made that necessitate adjustments to text in a language other than English or Swedish, it is the responsibility of the User Company that translated the text to make all necessary adjustments to that translated text.

## **6. Availability**

- 6.1 The IA System can normally be accessed 24/7 every day. Disruptions may occur, however, and certain features may not be available at times.
- 6.2 AFA Trygghetsförsäkring has the right to shut down the IA System temporarily for maintenance work, updates, etc. The User Company will be notified of any scheduled downtime at least three (3) days in advance through information published in the IA System.
- 6.3 AFA Trygghetsförsäkring reserves the right to make changes to the functionality of the IA System at any time with the aim of making the system as efficient as possible.
- 6.4 AFA Trygghetsförsäkring has the right to close down access to the IA System, temporarily or permanently, for individual User Companies or users who breach the terms of the Access Agreement or who otherwise utilise the IA System for other than its intended purposes.
- 6.5 The User Company is responsible for its own internal support, e.g. with regard to user accounts, organisational data and how the IA System is to be used within the User Company.
- 6.6 Super users may direct support issues to AFA Trygghetsförsäkring. Questions from super users will normally be answered within 24 hours (next non-holiday weekday) by email. Questions via email should be sent to [iasupport@afaforsakring.se](mailto:iasupport@afaforsakring.se).

## **7. Obligations of the User Company and users**

- 7.1 The User Company is responsible for ensuring that data entered into the IA System is correct and ensuring compliance with applicable laws when using the system.
- 7.2 The User Company is responsible for ensuring that all of the User Company's users of the IA System use the system in compliance with the provisions of the Access Agreement. The User Company agrees to make clear to the users who are authorised to access the IA System the purport of the Access Agreement, and:
- a) their responsibility to protect their personal login details for the IA System, and
  - b) the damage or loss which may arise from negligent handling of personal login details.
- 7.3 The User Company has an obligation to continuously revise and update access rights that have been granted to ensure that only authorised individuals are given access to the IA System. The User Company is also responsible for ensuring that AFA Trygghetsförsäkring has the correct contact details of the User Company's designated senior administrator.

- 7.4 The User Company has an obligation to continuously register occurrences in the IA System. Registration is essential for creating and maintaining the value of the IA System for the companies connected to the system.
- 7.5 The User Company has an obligation to maintain a secure IT infrastructure for the use of the IA System.

## **8. Personal data responsibilities**

- 8.1 The User Company is responsible for the processing of the personal data that the User Company and its users register in the IA System. AFA Trygghetsförsäkring assigns the User Company a senior administrator account and the option of creating user accounts with different access rights to the IA System. AFA Trygghetsförsäkring therefore does not have control over which personal data the user enters into the system or the assignment of access rights to the IA System in the User Company. The User Company is responsible for ensuring that all processing of the User Company's personal data in the IA system is carried out in compliance with current legislation. As the Personal Data Controller, the User Company is responsible for providing the Data Subjects with information about the processing of personal data.
- 8.2 In as far as it relates to registered personal data, AFA Trygghetsförsäkring is the User Company's Personal Data Processor and undertakes to process the personal data in full compliance with current legislation and the instructions of the User Company.
- 8.3 A Personal Data Processor Agreement has been entered into between the User Company and AFA Trygghetsförsäkring (see Appendix 2).
- 8.4 AFA Trygghetsförsäkring is responsible for the processing of personal data attributable to the senior administrator at the User Company in connection with administration of the contractual relationship with the User Company.

## **9. Confidentiality**

With the exception of the entitlement of AFA Trygghetsförsäkring under the terms and conditions of this Access Agreement to use and make available information registered in the IA System, AFA Trygghetsförsäkring and the User Company undertake not to disclose any information about the other Party, its business activities, or the mutual business of the Parties, and information which is to be treated as confidential or could otherwise cause harm to any other party, insured workers, or employers, to any third party or any employee in its own organisation who is not bound by the Access Agreement, other than to the extent required by law. This shall apply during the term of the Agreement and the period after termination or expiry of the Access Agreement. AFA Trygghetsförsäkring and the User Company must ensure that this obligation of confidentiality extends to their employees and consultants too.

## **10. Access to the User Company's own registered data**

The User Company has access to and an option to export all its registered data in the IA System electronically.

## **11. Intellectual property rights**

- 11.1 AFA Trygghetsförsäkring has all intellectual property rights to the IA System and its infrastructure (including the IA System's information portal). All images, illustrations, logos and

trademarks in the IA System and in the information portal are owned by AFA Trygghetsförsäkring or its partners.

- 11.2 The User Company has all rights to all data registered in the IA System by the User Company and its users. The Data Distribution appendix states which data are distributed in the IA System. It is the responsibility of the User Company to ensure that data registered for distribution purposes in the IA System do not contain personal data.
- 11.3 The User Company gives AFA Trygghetsförsäkring a cost-free, non-exclusive right to (i) use and process all material that is registered in the IA System and is intended for distribution to other User Companies and authorised users, and (ii) to make this available in the IA System for the companies and organisations that have access to the IA System. This right also relates to any translations provided by the User Company. This right also applies during the period after termination or expiry of this Access Agreement. Upon the request of the User Company, the User Company's business and organisation number shall be anonymised in conjunction with termination or expiry of the Access Agreement so that the material is no longer linked to the User Company.
- 11.4 The User Company has the right to read, copy, print parts or all of the content from the IA System for internal use. Distribution of content outside the User Company is not permitted. All use of the content in the IA System for commercial purposes is prohibited. The only exception to this is the use explicitly stated in these General Terms and Conditions. However, data registered by the User Company may be used by the User Company without restriction.

## **12. Payment**

- 12.1 The IA System is provided free of charge by AFA Trygghetsförsäkring to enable purpose-driven exchange of information with the aim of reducing the number of work-related injuries in the Swedish market.
- 12.2 Upon the request of a User Company, AFA Trygghetsförsäkring can, in some cases, perform additional services connected with the IA System. AFA Trygghetsförsäkring needs to have personnel resources available at the time for the provision of such additional services. All additional services are provided in Swedish in Sweden.

Additional services are charged at the following rates:

- a) Hourly rate of SEK 1,000 for development of unique system solutions, implementation of new language translations, special support for implementation, etc.
  - b) Fixed fee of SEK 10,000 plus travel and subsistence costs for special training courses for managers, etc. This fee is for a six-hour course.
- 12.3 For SEK 40,000, User Companies may have access to international use of the IA app.
- 12.4 All prices stated here in paragraph 12 are effective for 2018 and do not include VAT. Prices are adjusted annually based on the Consumer Price Index (CPI).

## **13. Limitation of liability**

- 13.1 AFA Trygghetsförsäkring is liable only for what is explicitly stated under these General Terms and Conditions or legislation. AFA Trygghetsförsäkring disclaims all other liability for inaccuracies, errors, mistakes or shortcomings in the data that is provided in the IA System. AFA Trygghetsförsäkring accepts no liability for the accuracy, veracity and completeness of the

data or for the loss of any data. AFA Trygghetsförsäkring is liable only for faults, delays or shortcomings in the IA System that affect User Companies and that are caused by the gross negligence or wilful or intentional misconduct of an employee(s) of AFA Trygghetsförsäkring or of another entity for which AFA Trygghetsförsäkring is responsible. Liability is limited to direct loss or damage. AFA Trygghetsförsäkring is not liable for any indirect loss or damage, including, but not limited to, loss of revenue or profits, loss of anticipated savings, etc. Any liability shall be limited to a sum per incident and year equal to the base amount set by the Swedish Social Insurance Code (Socialförsäkringsbalken) that applies at the time of the incident.

- 13.2 AFA Trygghetsförsäkring is not liable for any loss, damage or inconvenience that may affect the User Company caused, for example, by downtime, disruptions or other problems in telecommunication, computer or other communication connections, computer equipment, computer systems or similar. AFA Trygghetsförsäkring will under no circumstances be liable for loss or damage caused by any virus or other harmful material that has been transmitted from the IA System to the User Company.

#### **14. Force majeure**

AFA Trygghetsförsäkring shall have no liability for any faults, delays or defects and shortcomings in the IA System that are due to accidents, war, threat of war, general mobilisation, terrorism, strikes, lockouts, blockades, work stoppages or other labour or industrial disputes, regulations issued by authorities, constraints or delays attributable to subcontractors or any other circumstances or events beyond the control of AFA Trygghetsförsäkring. The proviso relating to labour or industrial disputes applies when AFA Trygghetsförsäkring itself undertakes or is the object of such an action.

#### **15. Term and termination**

- 15.1 The Access Agreement is effective from the date of signing the Access Agreement and remains in force until terminated by either of the Parties by giving a period of notice of thirty (30) days. Notice of termination must be given in writing for it to be valid.

- 15.2 AFA Trygghetsförsäkring may terminate the Access Agreement with immediate effect and withdraw the User Company's access rights to the IA System if

- a) the User Company neglects its obligations set forth in the Access Agreement or fails to comply with other instructions communicated by AFA Trygghetsförsäkring via the IA System,
- b) as a result of any legislation, regulation or decision of the authorities, the IA System's operations become fully or partially prohibited or otherwise restricted, or
- c) there is no longer a designated senior administrator.

- 15.3 Upon termination of the Access Agreement and at the request of the User Company, AFA Trygghetsförsäkring shall provide the User Company with a digital copy of the content that the User Company has registered in the IA System. Upon the request of the User Company, the User Company's business and organisation number shall be anonymised in conjunction with termination or expiry of the Access Agreement, so that the material registered by the User Company in the IA System is no longer linked to the User Company.

#### **16. Transfers**

The User Company may not, without the prior written consent of AFA Trygghetsförsäkring, transfer any of its rights and obligations set forth in the Access Agreement.

## **17. Applicable law and litigation**

- 17.1 This Agreement shall be governed by and construed in all respects in accordance with Swedish Law.
- 17.2 Any disputes about the interpretation or application of the Access Agreement and any cause of action arising from or in conjunction with this Agreement shall be settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("**SCC**"). SCC's rules of arbitration with simplified procedures shall be applied unless, in view of the complexity and the value of the dispute, SCC decides that the SCC Arbitration Rules must be applied instead. In cases where the SCC Arbitration Rules shall be applied, SCC must also determine whether the arbitration tribunal is to consist of one or three arbitrators.
- 17.3 The arbitration proceedings shall take place in Stockholm and be conducted in Swedish.
- 17.4 All aspects of arbitration proceedings arising as a result of or in connection with this paragraph 17 shall remain strictly confidential. This obligation of confidentiality extends to all information that is disclosed in the course of the arbitration proceedings, and to all decisions or awards made by the tribunal during the proceedings. Information held under this obligation of confidentiality must not be disclosed in any form to any third party without the written consent of all Parties. However, a Party shall not be prevented from disclosing such information when the disclosure is required by law, regulations, government or authority order, stock exchange rules, etc., provided that (to the extent permitted by law) the disclosing Party first notifies the other Party of the nature, scope, date and purpose of the disclosure, and takes all reasonable measures to ensure that the receiving party treats all such information as confidential.