

TERMS OF USE

1. SUBJECT MATTER OF THE TERMS AND CONDITIONS

The following Terms of Use cover the provision of electronic services by Safebridge GmbH, Breite Strasse 61, 22767 Hamburg, Germany.

User has (i) upon request of his company or a potential employer (who entered into an Agreement with Safebridge, under which Safebridge provides the services to User) or (ii) upon User's sole and unfettered discretion, however, provided that in this case the User himself has entered into such an Agreement with Safebridge, registered himself. User is not a third-party beneficiary. (Company and potential employer are hereinafter also referred to jointly as the "Customer")

2. USER'S DUTIES AND OBLIGATIONS

2.1. User shall provide his correct personal data and verify his identity and shall comply with these Terms of Use. The use of the application without correct identification and without accepting these Terms of Use is prohibited.

2.2. User shall use the Login Data only as instructed by Safebridge, and shall protect the Login Data from unauthorized access and not disclose it in any way to any third party.

2.3. The application, its source code as well as its interface, generated reports and all other related material are protected by national and international intellectual property laws. Safebridge retains all intellectual property rights regarding the application and relating material such as the documentation, made available to User. User must not remove or cover attributions of authorship or copyright.

2.4. The selling, lending, renting, licensing, distributing or making available of the application or related material or the login data to third parties is prohibited as well as the translation, adaptation, arrangement or any other alteration of the Application and related course material. User is allowed (if User is empowered to do so by Customer) to make copies of the generated reports and related material only insofar as necessary for the use of the application. The selling and distribution of Safebridge products is prohibited without Safebridge's prior written consent.

3 ASSESSMENTS AND REPORTS

3.1. All personal data and all input made a User during conducting the tests (hereinafter referred to as "User Data") shall remain User's sole property. User, however, grants to Safebridge and to (i) company and/or (ii) potential employer (as the case may be a right to use the User Data to generate reports on his skills.

3.2. User has to proof his identity before being able to undertake the assessment in accordance with the authentication procedure described under www.safebridge.net and in the application.

4. EXCLUSION OF USERS, WITHDRAWAL OF CERTIFICATES

4.1. In case of use of the application in breach of these Terms of Use or fraudulent behavior by a User, Safebridge is entitled to exclude such User and to withdraw certificates and reports that have been issued. User must immediately upon receipt of this decision refrain from using the certificate and destroy all electronic and physical copies of the certificate.

4.2. User must comply with any restrictions communicated to him by either Customer or Safebridge.

5. CONSENT TO DATA PROCESSING

5.1. User data is processed in Europe and Hong Kong in accordance with the applicable laws and regulations of Germany, such as the Federal Data Protection Act and the Telemedia Act.

5.2. User data is processed only for the purpose of providing Safebridge’s electronic services to User and Customer and for keeping up a report validation service and will not be transferred to third parties without the User’s express consent.

5.3. “User agrees that Customer can access a login summary as well as an evaluation on User’s assessment results. User further consents that its assessment results may be used in anonymous patterns to improve Safebridge’s benchmarks to be provided to Customer in the course of generating the reports.”

5.4. User further agrees to use the authentication tool as further described within the testing process of the application. In particular User agrees to upload a reference picture of himself (such as passport pictures) in order to allow Safebridge for identification of the User. Further, the User acknowledges that during the performance of the test the application may take pictures in not specified intervals of User via its webcam devices (or the like) in order to ensure that the authenticated User is the same person who conducts the test. The authentication picture uploaded and the pictures randomized taken by the application will be stored for validation reasons solely.

5.5. User has the right to request from Safebridge information about recorded data relating to him, including information relating to the source of the data, the recipients or categories of recipients to which the data are transferred and the purpose of recording the data.

5.6. Please see our Privacy Statement regarding which of your data will be collected and how it will be processed in our Privacy Policy PDF (www.safebridge.net/imprint). We may revise this Privacy Statement from time to time. If we make any material changes to this Privacy Statement, we’ll notify you of those changes by posting them on the application or by sending you an email or other notification, and we’ll update the “Last Updated Date” indicating when those changes will become effective.

6. CONTACT

Please see contact information posted on our website at www.safebridge.net/contact