

## **Updated Terms and Conditions**

### **Summary:**

We are updating the SafetyCulture Terms and Conditions (<https://safetyculture.com/legal/terms-and-conditions/>).

The SafetyCulture Terms and Conditions will continue to apply to your use of one or more SafetyCulture Services, including those branded 'EdApp' or 'SHEQSY'.

### **Reason for changes:**

The last changes to the SafetyCulture Terms and Conditions were published in October 2023. The current changes reflect updates within the industry from a legal and commercial perspective, together with amendments to SafetyCulture's internal policies and procedures.

**If you have any questions or require additional information, please contact your Account Manager or our Customer Support team at [support@safetyculture.io](mailto:support@safetyculture.io).**

We have answered a number of FAQs below.

### **Frequently Asked Questions:**

#### ***Will there be any changes to SafetyCulture's corporate structure?***

No. The Terms and Conditions are an agreement between you and the SafetyCulture entity that owns or operates the Services that you are using or accessing, as listed here: <https://safetyculture.com/legal/safetyculture-group/>.

There is no change to the existing entity that owns or operates the SafetyCulture Services that you use.

#### ***Do the changes have any impact on the way SafetyCulture uses or accesses data?***

No. The name change has no impact on the functionality of SafetyCulture's services or how we host or use data.

#### ***Were there any substantive changes made to the Terms and Conditions (other than those mentioned above)?***

We have summarised the most notable changes below.

We have:

- made it explicit that where approved by SafetyCulture, affiliates of an existing SafetyCulture customer that has executed an agreement with SafetyCulture can contract with SafetyCulture on the same terms as the existing SafetyCulture customer;
- included provisions relating to SafetyCulture selling professional services;
- redefined "Shared Materials" to refer to "Content Library Materials" for ease of reference;
- amended the AI features provisions to align with industry standards, including clarifying that SafetyCulture does not use Your Data to train any third party AI system;
- made it clear that we share information with our channel partners or service partners where we have appropriate confidentiality protections in place;
- clarified that customers must notify SafetyCulture 30 days prior to the end of the Subscription Term to reduce their number of licenses or choose not to renew;
- made it explicit that if any changes to the license count are not reflected in the product within 7 days of a renewal being processed, customers will be charged for those licenses;
- clarified SafetyCulture's billing practices including in relation to debt collection and suspension where a notice of non-payment has been provided to a customer and the payment remains unpaid 7 days after such notice;
- added a provision in relation to notice being provided to customers in the event of a Security Incident;
- updated the SLA to exclude Services that are provided in China; and
- updated our product modules to reflect further integration of EdApp and Sheqsy with SafetyCulture.

#### ***When are the updated Terms and Conditions effective?***

The updated Terms and Conditions are effective on the date the updates are published on <https://safetyculture.com/legal/terms-and-conditions/>.

The Terms and Conditions apply to all existing customers subject to the current Terms and Conditions and all new customers upon their first purchase with SafetyCulture.

***Do the updated Terms and Conditions apply to existing customers that have negotiated custom agreements?***

No. The updated Terms and Conditions will not replace existing written agreements signed by both the customer and SafetyCulture relating to use of SafetyCulture's Services.