



## Terms of Use – Lone Worker

### (1) Lone Worker

- a) Location technology and mapping services within Lone Worker is provided by HERE Technologies. Your use of such services is subject to HERE's policies, accessible at <https://legal.here.com/en-gb>.
- b) You acknowledge and agree that you are solely responsible for the use of Lone Worker, including compliance workplace surveillance, tracking and monitoring laws, and agree that use of Lone Worker is only part of establishing a safe system of work, which would typically require you to undertake additional and comprehensive gap analysis and risk assessments along with specific safe work method statements and safety training.

### (2) Duress Alerts

- a) You agree that the duress alert functionality provided as part of Lone Worker (**Duress Alert**), is a secondary tool provided for your convenience. The Duress Alert is not intended to be used as the sole tool in an emergency situation, including in a medical emergency or where there is an immediate threat to health, life or safety. The Duress Alert does not assure that events, including but not limited to check-in, duress, panic and man down have been successfully placed. You are encouraged, and agree whenever possible, to use all other safety and medical devices and techniques available to you for the protection of you and your personnel.
- b) Where the Duress Alert is linked to a security centre, the security centre is operated by a third party security service (**Third Party Security Service**). To allow the Third Party Security Service to operate the security centre, we must disclose personal information about your personnel who are linked to the Duress Alert to the Third Party Security Service on set-up of the Duress Alert and at the time that the Duress Alert is activated. Where we disclose personal information to the Third Party Security Service, we will do so in accordance with the Agreement.
- c) You acknowledge and agree that the operation of the Duress Alert is reliant on the accuracy of the information linked to it, and the provision of inaccurate or incomplete information by you may affect the use, output and operation of the Duress Alert. You are solely responsible for ensuring that:
  - i. any information you provide to us, or we request from you, for the Duress Alert set up, is complete and accurate and you are authorised to provide this information to us;
  - ii. all information in connection with the Duress Alert is kept up-to-date; and
  - iii. the Duress Alert is tested on set up and on a regular basis, and you acknowledge and agree that you are responsible for coordinating with the Third Party Security Service for the purpose of such tests.
- d) You acknowledge that there are limitations to the Duress Alert, as set out in these Terms of Use, and that in addition to these limitations, the Duress Alert may also be reliant on and we have no responsibility for:
  - i. any hardware you choose to use in connection with the Duress Alert, including any Device;
  - ii. the provision of cellular data services;
  - iii. wireless services or other internet connectivity services; or
  - iv. the terms under which cellular service providers may offer those services. Cellular service providers may charge you for SMS, calls, or location services and other fees that we do not control (Cellular Service Providers Fees). You are solely responsible to pay any and all of these Cellular Service Providers Fees.
- e) You acknowledge and agree that the Duress Alert should only be activated in test scenarios coordinated with the Third Party Security Service and in situations of actual or reasonably suspected duress. We reserve the right in our sole discretion, with written notice to you, to suspend, limit, disconnect or terminate the Duress Alert in the event of ongoing abuse.

- f) You understand that Lone Worker and Duress Alert are not designed for use in life-supporting or mission critical applications.