

# LEGAL DOCUMENTS

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## Mobile App Motion Restriction Disclaimer

Safety Forward Inc is providing as part of its services a Mobile App which may attempt to restrict use while moving. Despite being designed to restrict use of the Mobile App while the user's device is moving such restriction cannot be assured, and even in the event of failure of such restriction on the Mobile App user's (which includes the user, current and former employees of user, and any other person who user permits to use the site through user's facilities, equipment, or username/password, herein referred to as "you" or "users") shall not use the Mobile App while operating or in control of a motor vehicle. You must instruct all of your users to not tamper with or disable any functions of the Mobile App which may restrict use of the Mobile App while the user's device is moving. In any event, users must not use the Mobile App while in operation or control of a motor vehicle.

**You and all users agree that you will not access the site at any time you are driving, operating, or in control of a motor vehicle.**

**USER MUST NOT USE THE WEBSITE OR MOBILE APP WHILE OPERATING, DRIVING, OR IN CONTROL OF A MOTOR VEHICLE. USER AGREES THAT USER WILL BE SOLELY AND FULLY RESPONSIBLE SOLELY FOR ANY DAMAGES CAUSED BY USE OF THE WEBSITE OR MOBILE APP WHILE OPERATING, DRIVING, OR IN CONTROL OF A MOTOR VEHICLE. WE WILL NOT BE RESPONSIBLE FOR ANY USE BY YOU OF THE WEBSITE OR MOBILE APP WHILE YOU ARE OPERATING, DRIVING, OR IN CONTROL OF A MOTOR VEHICLE.**

**These Legal Documents have additional important information, disclaimers of liability, and agreements being made by you. You should read all of these Legal Documents because your use of Safety Forward Inc's Mobile App, Site, or related services binds you to these Legal Documents.**

## Safety Forward Terms of Use

### **1. User's Acknowledgment and Acceptance of Terms**

Safety Forward Inc (referred to as "us" or "we") provides the safetyforward.com site and various related services (together referred to as this "site") subject to the user's (which includes the user, current and former employees of user, and any other person who user permits to use the site through user's facilities, equipment, or username/password, herein referred to as "you" or "users") compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us (or your company). In addition, when using particular services or materials on this site, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR

AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These Terms of Use are effective as of February 8, 2023. We reserve the right to change these Terms of Use from time to time by posting the changes on our website. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our “Affiliates” include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

## **2. Description of Services**

We make various services available on this site including, but not limited to, internet based, multimedia safety training programs for commercial motor carriers and their drivers and employees. Fees for the various services are set out in the membership and service fees described elsewhere in this site or in any related Subscription Agreement between You and Us. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and modem; mobile device; tablet; and your own Internet access (including payment of telephone/internet service provider service fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use. We will have no obligation to refund any membership or service fees due to a modification of discontinuation of the site.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

## **3. Registration Data and Privacy**

In order to access some of the services on this site, we will require a separate account and password that can be obtained by completing our online registration form, which requests certain information and data (“Registration Data”) and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this site, including your Registration Data, is subject to our Privacy Policy, which is specifically

incorporated by reference into these Terms of Use.

#### **4. Payment of Fees**

If you subscribe to a service on this site that requires payment of a fee, you agree to pay all fees associated with such service. For all charges for services on this site, we will bill your credit card. All charges are billed in advance of service and must be paid in advance of service. We reserve the right to update or change product and service prices, with or without notice to you. Updated pricing will be listed on our website for your information and reference. You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and to provide us with any changes in such information within 30 days of the change.

If, for any reason, your credit card company refuses to pay the amount billed for the service, you agree that we may, at our option, suspend or terminate your subscription to the service and require you to pay the overdue amount by other means acceptable to us. We may charge a fee for reinstatement of suspended or terminated accounts.

From time to time we may make a contractual agreement with certain insurance companies, or other persons, for the issuance of promotion codes that grant access to the service. If you accessed the service with the use of a promotional code and if, for any reason, the person with whom we have a contractual relationship relative to the issuance of the promotional code refuses to pay the amount billed to them for the use of the promotional code by you, you agree that we may, at our option, suspend or terminate your subscription to the service and require you to pay the amount you would have had to pay to access the service if you have not used the promotional code. By using a promotional code to access the service you represent to us that your use of the promotional code was authorized by the party with whom we have a contractual right to payment for your use of the promotional code. You must not share any promotional codes with any other person. We reserve the right to terminate access under any promotion code at any time. We may charge a fee for reinstatement of suspended or terminated accounts.

You agree that until your subscription to the service is terminated, you will continue to accrue charges for which you remain responsible, even if you do not use the service. If fees are based on having access to certain services for a set period of time you agree there is no proration of the fee if your service is terminated, for any reason, prior to the end of the access period. All fees are nonrefundable.

In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expense.

#### **5. Conduct on Site**

Your use of the site is subject to all applicable laws and regulations, and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content — including text, communications, software, images, sounds, data, or other information — that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, sex, race, ethnicity, age, or disability, or otherwise protected under applicable law;

3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

4. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as “spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. Impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the site. We generally do not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this site. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See “Use of Your Materials” below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. You will not allow others to use your account and will not use the account of another user. Any and all employees registered under your account must be your current employees or independent contractors for who you are financially and legally responsible. You will not allow former employees or your affiliates to use your account. All of your account users must be registered separately. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else’s use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership without prior notice to you for violating any of the above provisions, violating this agreement, or any other agreement you have with us, misusing the services provided on the site, suspected violations of any of the foregoing, or for our convenience. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

## **6. Third Party Sites and Information**

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

## **7. Intellectual Property Information**

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## **8. User’s Materials**

Subject to our Privacy Policy, any communication or material that you transmit to this site or to us, whether by electronic mail or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our designated licensees a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any circumstance.

We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes its copyright, trademark or other property rights have been infringed by a posting on this site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;

3. Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

4. Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials<sup>5</sup>. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and

6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C.A. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

Christian Henderson, President  
Safety Forward Inc  
218 South 3rd Street  
Grand Forks, ND 58201  
(833) 723-3378  
[info@safetyforward.com](mailto:info@safetyforward.com)

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## **9. Disclaimer of Warranties**

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SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **10. Limitation of Liability**

Your exclusive remedy and our, and our Affiliates', entire liability, if any, for any claims arising out of these Terms of Use and your use of this site shall be limited to the amount you paid us for the services on the site during the 12-month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, PERSONAL INJURY, OR WRONGFUL DEATH, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE, INFORMATION ACCESSIBLE FROM THE SITE, OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **11. Indemnification**

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this site including but not limited to from your failure to abide by these Terms of Use, and claims based on any matter for which liability has been disclaimed herein, including but not limited to third party claims of negligence, personal injury or wrongful death.. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

### **12. Participation in Promotions**

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

### **13. Use of Site and Storage of Material**

You acknowledge that we may establish general practices and limits concerning use of the services available on our site, including without limitation the maximum number of days that uploaded content will be retained on the site, the maximum disk space that will be allotted on servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this site. You acknowledge that we reserve the right to log off accounts which have not paid a subscription fee and/or that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice. **You and your employees agree that you will not access the site at any time you are driving, operating, or in control of a motor vehicle.**

**USER MUST NOT USE THE WEBSITE OR MOBILE APP WHILE OPERATING, DRIVING, OR IN CONTROL OF A MOTOR VEHICLE. USER AGREES THAT USER WILL BE SOLELY AND FULLY RESPONSIBLE SOLELY FOR ANY DAMAGES CAUSED BY USE OF THE WEBSITE OR MOBILE APP WHILE OPERATING, DRIVING, OR IN CONTROL OF A MOTOR VEHICLE. WE WILL NOT BE RESPONSIBLE FOR ANY USE BY YOU OF THE WEBSITE OR MOBILE APP WHILE YOU ARE OPERATING, DRIVING, OR IN CONTROL OF A MOTOR VEHICLE.**

We provide storage space and access for material through our site. For purposes of these Terms of Use, "material" refers to all forms of communication that we may allow, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. You may not use this site to publish material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described in "Your Conduct on the Site" above. We will not routinely monitor the contents of your online portfolio. You are solely responsible for any information contained in your online portfolios. However, if complaints are received regarding language, content, or graphics contained in your online portfolio, we may, at our sole discretion, remove the images hosted on our servers and terminate your Web hosting



service. We may also suspend the account, restrict access to it, or remove content from it if necessary or appropriate.

The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of your account or limitation of your activities.

This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although we take reasonable precautions to preserve and protect the material you upload to the site or the data generated from your use of the site, you should not rely on the site as your only storage facility. **You must preserve copies of any digital data, information or other materials that you have uploaded or has been generated by your use of the site, including but not limited to data you plan to use for showing compliance with any governmental regulations applicable to you.** You agree not to hold us liable for any damage to, any deletion of or any failure to store your files, data or Registration Data.

#### 14. Security and Password

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof. Each of you enrolled employees will have a separate password under your account and the forgoing shall apply to each such employee.

Your account administrator at your organization also has access to your password and user name. For this reason, we suggest that you use a unique password and not a password that you use for other logins besides our App or website. If you are an account administrator, you agree you will not abuse access to the passwords of users you administer and will only access the passwords of users you administer in performing administrative functions for your users.

#### 15. Export Controls

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## **17. Termination of Use**

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

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## **18. Governing Law**

This site (excluding any linked sites) is controlled by us from our offices within the State of North Dakota, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of North Dakota, by accessing this site both of us agree that the statutes and laws of the State of North Dakota, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the District Court of Grand Forks County, North Dakota and the United States District Court for the District of North Dakota with respect to such matters.

## **19. Notices**

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at [info@safetyforward.com](mailto:info@safetyforward.com), if by email, or at Safety Forward Inc, Safety Forward Inc, 218 South 3rd Street, Grand Forks, ND 58201 if by conventional mail. Notices to you may be sent either to the email address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

## **20. Entire Agreement**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

## **21. Miscellaneous**

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any other party, and any purported attempt to do so shall be null and void. We may freely assign, without any consent from you, our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

## **22. Contact Information**

Except as explicitly noted on this site, the services available through this site are offered by Safety Forward Inc, a North Dakota corporation, located at Safety Forward Inc, 218 South 3rd Street, Grand Forks, ND 58201. Our telephone number is (833) 723-3378. You may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information. If you notice that any user is violating these Terms of Use, please contact us at [info@safetyforward.com](mailto:info@safetyforward.com).

## **Safety Forward Privacy Policy**

This Privacy Policy discloses the privacy practices for the safetyforward.com site and various related services (together referred to as the "site"). Safety Forward Inc, the provider of the site (referred to as "us" or "we"), is committed to protecting the online privacy of users who access and use the site and their employees and agents (referred to as "you"). Please read the information below to learn the following regarding your use of this site.

You acknowledge that this Privacy Policy is part of our Site Terms of Use, and by accessing or using our site, you agree to be bound by all of its terms and conditions. If you do not agree to these terms, please do not access or use this site.

We reserve the right to change this Privacy Policy at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to issuing an email to the email address listed by registered users and posting the revised Policy on this page. You acknowledge and agree that it is your responsibility to maintain a valid email address as a registered user, review this site and this Policy periodically and to be aware of any modifications. Your continued use of the site after such modifications will constitute your: (a) acknowledgment of the modified Policy; and (b) agreement to abide and be bound by the modified Policy.

## 1. Types of Information Collected

In order to better provide you with our numerous services, we collect two types of information about our users: Personally Identifiable Information and Nonpersonally Identifiable Information. Our primary goal in collecting information from you is to provide you with a smooth, efficient, and customized experience while using our site.

**Personally Identifiable Information:** This refers to information that lets us know the specifics of who you are. When you engage in certain activities on this site, such as registering for a membership, ordering a product or service, submitting content and/or posting content in discussion forums or other public areas, entering a contest or sweepstakes, filling out a survey, or sending us feedback, we may ask you to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities. If you elect to engage in these activities, however, we may ask that you provide us personal information, such as your first and last name, mailing address (including zip code), email address, employer, job title and department, telephone and facsimile numbers, FedEx Badge Id numbers, and other personal identifying information. When ordering products or services on the site, you may be asked to provide a credit card number. Depending upon the activity, some of the information we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity.

**Nonpersonally Identifiable Information:** This refers to information that does not by itself identify a specific individual. We gather certain information about you based upon where you visit on our site in several ways. This information is compiled and analyzed on both a personal and an aggregated basis. This information may include the Web site's Uniform Resource Locator ("URL") that you just came from, which URL you next go to, what browser you are using, what operating system you are using, whether you access the site from a web browser, mobile browser, or mobile app, and your Internet Protocol ("IP") address. A URL is the global address of documents and other resources on the World Wide Web. An IP address is an identifier for a computer or device on a Transmission Control Protocol/Internet Protocol ("TCP/IP") network, such as the World Wide Web. Networks like the Web use the TCP/IP protocol to route information based on the IP address of the destination. In other words, an IP address is a number that is automatically assigned to your computer or mobile device whenever you are surfing the web, allowing web servers to locate and identify your computer. Computers require IP addresses in order for users to communicate on the Internet.

## 2. Collection Methods and Use of Information

We do not collect any Personally Identifiable Information about you unless you voluntarily provide it to us. You provide certain Personally Identifiable Information to us when you: (a) register for our services and register your email address with us; (b) enter sweepstakes or contests sponsored by us or one of our partners; (c) sign up for special offers from selected third parties; (d) send email messages, submit forms or transmit other information by telephone or letter; or (e) submit your credit card or other payment information when ordering and purchasing products and services on our site. We may also collect information from you at other points on our site that state that such information is being collected.

In addition, we may also collect or our third party ad server and/or content server may collect, certain Nonpersonally Identifiable Information. This information is ultimately stored in the form of store categories, and, in some cases, specific URLs. We use your IP address to diagnose problems with our servers, software, to administer our site and to gather demographic information.

We will primarily use your Personally Identifiable Information to provide our services to you, as required by our agreements with you. We will also use Personally Identifiable Information to enhance the operation of our site, fill orders, improve our marketing and promotional efforts, statistically analyze site use, improve our product and service offerings, and customize our site's content, layout, and services. We may use Personally Identifiable Information to deliver information to you and to contact you regarding administrative notices. We may also use Personally Identifiable Information to resolve disputes, troubleshoot problems and enforce our agreements with you, including our Site Terms of Use and this Privacy Policy.

### **3. Release of Information**

We do not sell, trade, or rent your Personally Identifiable Information to others. We do provide some of our services through contractual arrangements with affiliates, services providers, partners and other third parties. We and our service partners use your Personally Identifiable Information to operate our sites and to deliver their services. For example, we must release your credit card information to the card-issuing bank to confirm payment for products and services purchased on this site; release your address information to the delivery service to deliver products that you ordered; and provide order information to third parties that help us provide customer service.

We will encourage our service partners to adopt and post privacy policies. However, the use of your Personally Identifiable Information by our service partners is governed by the privacy policies of those service partners, and is not subject to our control.

Occasionally we may be required by law enforcement or judicial authorities to provide Personally Identifiable Information to the appropriate governmental authorities. We will disclose Personally Identifiable Information upon receipt of a court order, subpoena, or to cooperate with a law enforcement search warrant.

We may also provide Nonpersonally Identifiable Information about our customers' sales, traffic patterns, and related site information to third party advertisers, but these statistics do not include any Personally Identifiable Information.

Finally, as an approved safety training vendor for Fedex Ground, we are obligated to report compliance of Fedex Ground's Service Providers' employees, upon request from Fedex Ground, ARC Safety Solutions, or ARC Claims Management. This means Safety Forward will report all information concerning compliance/non-compliance to Fedex Ground, ARC Safety Solutions, or ARC Claims Management for you if you provide services under a Fedex Ground contract. Regardless if you provide services under a Fedex Ground contract, you acknowledge and consent to us releasing any Personally Identifiable Information or Nonpersonally Identifiable Information to Fedex Ground, ARC Safety Solutions, or ARC Claims Management when we are requested to do so by Fedex Ground, ARC Safety Solutions, or ARC Claims Management. We will release information in good faith based on the requests of Fedex Ground, ARC Safety Solutions, or ARC Claims Management and we are under no duty to verify that you are in fact a contractor or service provider for Fedex Ground. We will not give you any notice that we are releasing information to Fedex Ground, ARC Safety Solutions, or ARC Claims Management. Any questions or concerns regarding the request for information given to us by Fedex Ground, ARC Safety Solutions, or ARC Claims Management should be directed to Fedex Ground, ARC Safety Solutions, or ARC Claims Management. We are not responsible to you for any information that is released by us to Fedex Ground, ARC Safety Solutions, or ARC Claims Management.

### **4. Updating and Correcting Information**

We believe you should have the ability to access and edit the Personally Identifiable Information that you have provided to us. You may change any of your Personally Identifiable Information in your account online at any time by linking to your account in accordance with instructions posted elsewhere on this site. You may also access and correct your personal information and privacy preferences by writing us at:

**Safety Forward Inc, 218 South 3rd Street, Grand Forks, ND 58201, [info@safetyforward.com](mailto:info@safetyforward.com)**

Please include your name, address, and/or email address when you contact us.

We encourage you to promptly update your Personally Identifiable Information if it changes. You may ask to have the information on your account deleted or removed; however, because we keep track of past transactions, you cannot delete information associated with past transactions on this site. In addition, it may be impossible to completely delete your information without some residual information because of backups.

## **5. User Choices on Collection and Use of Information**

We may, from time to time, send you email regarding our products and services and notices related to those products and services. It is incumbent on you to keep us informed as to your current email address and for you to regularly monitor that email address. We will not share with others your email address or other Personally Identifiable Information for marketing purposes.

You have choices with respect to cookies, as described below. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. If you choose to reject all cookies some parts of our site may not work properly in your case.

## **6. Security of Information**

At our site you can be assured that your Personally Identifiable Information is secure, consistent with current industry standards. The importance of security for all Personally Identifiable Information associated with our user is of utmost concern to us. Your Personally Identifiable Information is protected in several ways. Access by you to your Personally Identifiable Information is available through a password and unique customer ID selected by you. This password is encrypted. We recommend that you do not divulge your password to anyone. In addition, your Personally Identifiable Information resides on a secure server hosted by our contractor that only selected Safety Forward Inc personnel and contractors have access to via password. We encrypt your Personally Identifiable Information and thereby prevent unauthorized parties from viewing such information when it is transmitted to us. Your account administrator at your organization also has access to your password and user name. For this reason, we suggest that you use a unique password and not a password that you use for other logins besides our App or website. If you are an account administrator you agree you will not abuse access to the passwords of users you administer and will only access the passwords of users you administer in performing administrative functions for your users.

Personal information that you provide that is not Personally Identifiable Information also resides on a secure server and is only accessible via password. Since this information is not accessible from outside our contractor and/or Safety Forward Inc you will not be asked to select a password in order to view or modify such information.

In order to most efficiently serve you, credit card transactions and order fulfillment are handled by established third party banking, processing agents and distribution institutions. They receive the information needed to verify and authorize your credit card or other payment information and to process and ship your order. We do not store your credit card information and so you will need to give us that information each time you wish to make a payment to us for products or services you would like to receive from us.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personally Identifiable Information, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this site is not guaranteed to be secure; and

(c) any such information and data may be viewed or tampered with in transit or in storage by a third party.

## **7. Cookies**

When you use our site we will store cookies on your computer in order to facilitate and customize your use of our site. A cookie is a small data text file, which a Web site stores on your computer's hard drive (if your Web browser permits) that can later be retrieved to identify you to us. Our cookies store randomly assigned user identification numbers, the country where you are located, and your first name to welcome you back to our site. The cookies make your use of the site easier, make the site run more smoothly and help us to maintain a secure site. You are always free to decline our cookies if your browser permits, but some parts of our site may not work properly in that case.

## **8. Privacy Policies of Third Party Sites**

Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. Other sites accessible through our site have their own privacy policies and data collection, use and disclosure practices, including our third party banking, processing agents and distribution institutions for processing credit card transactions. Please consult each site's privacy policy. We are not responsible for the policies or practices of third parties.

## **9. Miscellaneous Privacy Issues**

You must be at least 18 years old to have our permission to use this site. Our policy is that we do not knowingly collect, use or disclose Personally Identifiable Information about visitors that are under 18 years of age. The site is not intended for children under 13 years of age, and we do not knowingly collect personal information from children under 13. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at Safety Forward Inc, Privacy Compliance Officer, 218 South 3rd Street, Grand Forks, ND 58201.

You should also be aware that when Personally Identifiable Information is voluntarily disclosed by anyone other than us (i.e. your name, email address, etc.) in the discussion forums or other public areas on this site, that information, along with any information disclosed in your communication, can be collected and used by third parties and may result in unsolicited messages from third parties. Such activities are beyond our control and this Policy does not apply to such information. Any submissions to chat rooms or other public areas on this site are accepted with the understanding that they are accessible to all third parties. If you do not want your comments to be viewed by third parties, you are advised not to make any submissions. Ultimately, you are solely responsible for maintaining the secrecy of your password and/or account information. Please be careful and responsible whenever you're online.

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please contact us by sending a letter to:

**Safety Forward Inc, Attn: Privacy Compliance Officer, 218 South 3rd Street, Grand Forks, ND 58201.**

You may also contact us by email at [info@safetyforward.com](mailto:info@safetyforward.com).

## Safety Forward Mobile App End User License Agreement

This End User License Agreement (this “**Agreement**”), is a legally binding agreement between you (“**Licensee**”), the person or entity using the Safety Forward Mobile Application (“**Mobile App**”) and SAFETY FORWARD INC (“**Licensor**”). As used in this Agreement, references to Licensor’s “Affiliates” include Licensor’s owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering the Mobile App and/or its contents.

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cooperate with Licensor in any legal action taken by Licensor to enforce its intellectual property rights.

6. Payment. There are no fees paid for the licensing of the Mobile App. The Services may have fees for access and Licensor understands and agrees that any functionality of the Mobile App will only be accessed for the legitimate use of the Services and that all fees for the Services have been fully paid.

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(a) Each party to this Agreement represents and warrants that that it has the full right power and authority to enter into this Agreement and that they will comply with all laws and regulations applicable to the delivery and use of the Mobile App.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE THE MOBILE APP IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE MOBILE APP, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED MOBILE APP WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

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(a) IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE MOBILE APP, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, PERSONAL INJURY, WRONGFUL DEATH, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR OR ITS AFFILIATES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT FOR THE MOBILE APP FOR THE 12 MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM, OR ONE HUNDRED UNITED STATES DOLLARS, WHICHEVER IS MORE.

(c) THE LIMITATIONS SET FORTH ABOVE SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

(d) SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FORGOING LIMITATIONS MAY NOT APPLY TO YOU.

10. Indemnification. By accepting this Agreement, Licensee agrees to indemnify and otherwise hold harmless Safety Forward Inc, its officers, employers, agents, subsidiaries, Affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, relating to, or resulting from your use of the Mobile App or any other matter relating to the Mobile App, including claims based on any matter for which liability has been disclaimed herein, including but not limited to third party claims of negligence, personal injury or wrongful death.

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13. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Dakota without giving effect to any choice or conflict of law provision or rule (whether of the State of North Dakota or any other jurisdiction including the United Nations Convention on the International Sales of Goods) that would cause the application of Laws of any jurisdiction other than those of the State of North Dakota. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of North Dakota in each case located in the city of Grand Forks and County of Grand Forks, or the City of Fargo, County of Cass, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

(b) Licensor shall not be in default hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or Licensee equipment, loss and destruction of property or any other circumstances or causes beyond Licensor's reasonable control.

(c) All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be made either via email or conventional mail. Notices to Licensor must be sent to the attention of Customer Service at [info@safetyforward.com](mailto:info@safetyforward.com) if by email, or at Safety Forward Inc, 218 South 3rd Street, Grand Forks, ND 58201 if by conventional mail. Notices to Licensee may be sent either to the email address supplied for Licensee's account or otherwise having been given by Licensee to Licensor. In addition, Licensor may broadcast notices or messages through its website ([safetyforward.com](http://safetyforward.com)), or through in-app messages, to inform Licensee of changes to the Mobile App or other matters of importance, and such broadcasts shall constitute notice to Licensee. Any notices or communication under this Agreement will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email or other electronic communication, including broadcasts.

(d) This Agreement, together with any order form, and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(e) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this section is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(g) Except as set forth below, this Agreement may only be amended, modified or supplemented by an agreement in writing signed (manually or electronically) by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Licensor may modify this Agreement by posting modifications on this page. Licensee should periodically review this page to ensure Licensee has the most current version of this Agreement. While Licensor may notify Licensee through an in-App alert the first time Licensee uses the App after Licensor makes the change or with a notice when initially

downloading the App or downloading an update to the App, Licensee is still responsible to review any changes even without such a notice. Licensee's continued use of the App following Licensor's posting of the new Agreement on this page constitutes Licensee's acceptance of the new Agreement.

(h) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The order form and all related documents referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(j) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

## Safety Forward Mobile App Privacy Policy

### Introduction

SAFETY FORWARD INC (“**Company**” or “**We**”) respect your privacy and are committed to protecting it through our compliance with this policy. This policy describes:

- The types of information we may collect or that you may provide when you purchase, download, install, register with, access, or use the Safety Forward Mobile App (the “**App**”).
- Our practices for collecting, using, maintaining, protecting and disclosing that information.

This policy applies only to information we collect in this App.

This policy DOES NOT apply to information that:

- We collect offline or on any other Company apps or websites, including websites you may access through this App.
- You provide to or is collected by any third party.

Our websites and apps have their own privacy policies, which we encourage you to read before providing information on or through them. They may be reviewed on our website at <https://www.safetyforward.com/docs/legal.pdf>. Any third parties may or may not have their own privacy policies. You should contact those third parties to inquire about their privacy policies.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, do not download, register with or use this App. By downloading, registering with or using this App, you agree to this privacy policy. This policy may change from time to time. Your continued use of this App after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

### Children under the Age of 13

The App is not intended for children under 13 years of age, and we do not knowingly collect personal information

from children under 13. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at Safety Forward Inc, 218 South 3rd Street, Grand Forks, ND 58201, [info@safetyforward.com](mailto:info@safetyforward.com).

### **Information We Collect and How We Collect It**

We collect information from and about users of our App:

- Directly from you when you provide it to us.
- Automatically when you use the App.

### **Information You Provide to Us.**

When you download, register with or use this App, we may ask you provide information:

- By which you may be personally identified, such as name, postal address, email address or telephone number (“**personal information**”).

This information includes:

- Information that you provide by filling in forms in the App. This includes information provided at the time of registering to use the App and subscribing to our service. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with the App.
- Records and copies of your correspondence (including email addresses and phone numbers), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Details of transactions you carry out through the App and of the fulfillment of your orders. You may be required to provide financial information before placing an order through the App.
- Your search queries on the App.

You may provide information to be published or displayed (“**Posted**”) on public areas of websites you access through the App/safetyforward.com (collectively, “**User Contributions**”). Your User Contributions are Posted and transmitted to others at your own risk. Although you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of third parties with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

### **Automatic Information Collection and Tracking.**

When you download, access and use the App, it may use technology to automatically collect:

- **Usage Details.** When you access and use the App, we may automatically collect certain details of your access to and use of the App, including traffic data, location data, logs, and other communication data and the resources that you access and use on or through the App.

- **Device Information.** We may collect information about your mobile device and internet connection, including the device's unique device identifier, IP address, operating system, browser type, mobile network information and the device's telephone number.

- **Stored Information and Files.** The App also may access metadata and other information associated with other files stored on your device. This may include, for example, photographs, audio and video clips, personal contacts and address book information.

- **Location Information.** This App collects real-time information about the location of your device. The location information is collected to attempt to prevent the App from being used while operating a motor vehicle.

If you do not want us to collect this information do not download the App or delete it from your device and discontinue using it.

### **Information Collection and Tracking Technologies.**

The technologies we use for automatic information collection may include:

- **Cookies (or mobile cookies).** A cookie is a small file placed on your device. It may be possible to refuse to accept mobile cookies by activating the appropriate setting on your device. However, if you select this setting you may be unable to access certain parts of our App.

- **Web Beacons.** Pages of the App and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related app statistics (for example, recording the popularity of certain app content and verifying system and server integrity).

### **Third-party Information Collection**

When you use the App or its content, certain third parties may use automatic information collection technologies to collect information about you or your device. These third parties may include:

- Advertisers, ad networks and ad servers.

- Analytics companies.

- Your mobile device manufacturer.

- Your mobile and/or internet service provider.

These third parties may use tracking technologies to collect information about our users. This may include information about users' use of this App and other apps and websites to serve them interested-based (behavioral) advertising. We do not control these third parties' tracking technologies or how they may be used. If you have any questions about these third party tracking, you should contact the responsible person directly.

### **How We Use Your Information**

We use information that we collect about you or that you provide to us, including any personal information, to:

- Provide you with the App and its contents, and any other information, products or services that you request from us.
- Fulfill any other purpose for which you provide it.
- Give you notices about your account/subscription, including expiration and renewal notices.
- Carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- Notify you when App updates are available, and of changes to any products or services we offer or provide through it.

The usage information we collect helps us to improve our App and to deliver a better and more personalized experience by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our App according to your individual interests.
- Speed up your searches.
- Recognize you when you use the App.

We use location information we collect to attempt to prevent the App from being used while operating a motor vehicle.

### **Disclosure of Your Information**

We may disclose aggregated information about our users, and information that does not identify any individual or device, without restriction.

In addition, we may disclose personal information that we collect or you provide:

- To our subsidiaries and affiliates.
- To contractors, service providers and other third parties we use to support our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of Safety Forward Inc's assets, whether as a going concern or as part of bankruptcy,



liquidation or similar proceeding, in which personal information held by Safety Forward Inc about our App users is among the assets transferred.

- To your employer if you are an employee who is enrolled in our services by your employer.
- To fulfill the purpose for which you provide it. For example, if you give us an email address to use the “email a friend” feature of our Website, we will transmit the contents of that email and your email address to the recipients.
- For any other purpose disclosed by us when you provide the information.
- With your consent.
- To comply with any court order, law or legal process, including to respond to any government or regulatory request.
- To Fedex Ground, ARC Safety Solutions, or ARC Claims Management when we are requested to provide information regarding training compliance or noncompliance by Fedex Ground, ARC Safety Solutions, or ARC Claims Management. We will release information in good faith based on the requests of Fedex Ground, ARC Safety Solutions, or ARC Claims Management and we are under no duty to verify that you are in fact a contractor or service provider for Fedex Ground. We will release the information to Fedex Ground, ARC Safety Solutions, or ARC Claims Management without any notice to you. We are not responsible to you for any information that is released by us to Fedex Ground, ARC Safety Solutions, or ARC Claims Management.
- To enforce our rights arising from any contracts entered into between you and us, including the App End User License Agreement, and for billing and collection.

#### **Your Choices about Our Collection, Use and Disclosure of Your Information**

We strive to provide you with choices regarding the personal information you provide to us. This section describes mechanisms we provide for you to control certain uses and disclosures of your information.

• **Tracking Technologies.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies or block the use of other tracking technologies, some parts of the App may then be inaccessible or not function properly.

• **Location Information.** You can choose whether or not to allow the App to collect and use real-time information about your device’s location through the device’s privacy settings. If you block the use of location information some parts of the App may then be inaccessible or not function properly. This would include the App’s ability to not function while the device that is running the App is in motion. **DO NOT USE THE APP WHILE IN OPERATION OF OR CONTROL OF A MOTOR VEHICLE. DESPITE THE RESTRICTION DESIGNED IN THE APP SO IT WILL NOT FUNCTION WHILE YOUR DEVICE IS IN TRANSIT WE WILL NOT BE RESPONSIBLE FOR YOUR USE OF THE APP WHILE IN OPERATION OF OR CONTROL OF A MOTOR VEHICLE.**

#### **Accessing and Correcting Your Personal Information**

You can review and change your personal information by logging into the App and visiting your account profile page. If you are an employee user, your employer who enrolled you in our services can also change your account information for you through our website.

You may also send us an email at [info@safetyforward.com](mailto:info@safetyforward.com) to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the App, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other App users. Proper access and use of information provided on the App, including User Contributions, is governed by our Terms of Use found at <https://www.safetyforward.com/docs/legal.pdf>.

### **Data Security**

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure. All information you provide to us is stored on our or our third party vendor's secure servers behind firewalls. Any payment transactions are processed by third party payment processing vendors and will be encrypted according to the third party vendor's current practices. We will not store your credit card or other payment information.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our App, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the App like message boards. The information you share in public areas may be viewed by any user of the App.

Your account administrator at your organization also has access to your password and user name. For this reason, we suggest that you use a unique password and not a password that you use for other logins besides the App. If you are an account administrator you agree you will not abuse access to the passwords of users you administer and will only access the passwords of users you administer in performing administrative functions for your users.

Unfortunately, the transmission of information via the internet and mobile platforms is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted through our App. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures we provide.

### **Changes to Our Privacy Policy**

We may update our privacy policy from time to time. If we make material changes to how we treat our users' personal information, we will post the new privacy policy on this page. You should periodically review this page to ensure you have the most current version of this privacy policy. While we may notify you through an in-App alert the first time you use the App after we make the change or with a notice when initially downloading the App or downloading an update to the App, you are still responsible to review any changes even without such a notice. Your continued use of the App following our posting of the new privacy policy on this page constitutes your acceptance of the new privacy policy.

The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you and for periodically visiting this privacy policy to check for any changes.

**Contact Information**

To ask questions or comment about this privacy policy and our privacy practices, contact us at:

**Safety Forward Inc, Attn: Privacy Compliance Officer, 218 South 3rd Street, Grand Forks, ND 58201.**

You may also contact us by email at **[info@safetyforward.com](mailto:info@safetyforward.com)**.