

# Content

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## Introduction

The terms and conditions specified under Content above (collectively **Contractual Terms and Policies**) apply to Accessy AB's (**Accessy**) operated Access control services and application (the **Service**). By downloading Accessy's App and subscribing to the Service, you will be a **User** and you agree to be bound by these Contractual Terms and Policies.

If you have questions or complaints regarding the Contractual Terms and Policies or about the Service, or otherwise, please write to us at [info@accessy.se](mailto:info@accessy.se).

## Accessy General Terms

### 1. Definitions

**A-beamer** - A physical unit configured for the Service, mounted at each Access (door). A Member scans the A-beamer with the App in the mobile phone, which identifies the operation (Unlock).

**Access** - An Access is generally a door with a lock which is connected to the Service and that is ordered to be unlocked. An Organization can create an Access either by creating them in the Service, or by having them assigned from other Organizations who have created them. A User can only be granted Access by becoming a Member of the Organization that is controlling the Access. A Member may have one or multiple Accesses and be granted Access by one or multiple Organizations.

**Access Data** - Operations, permissions, publications, delegations, and user roles, but excluding location data.

**Accessy** - ACCESSY AB, a Swedish company having its office at Storgatan 22 A, 211 42 Malmö, Sweden, reg. no. 559175-7082, acting both on its own name and on behalf of all legal entities within the Accessy Group.

**Accessy's Content** - Any by Accessy and/or its licensors supplied texts, audio, video, graphics and other information and data as part of the provisioning and support of the Service, App and/or Accessy's [website](#).

**Accessy Data** - User Account Data, and other data and materials supplied, made available or processed by Accessy and/or its licensors for the provisioning and support of the Service and App, including location data. The Accessy Data does not include any Organization Data.

**Accessy Group** - Accessy and all subsidiaries or holding companies of Accessy including the ultimate holding company of Accessy and any subsidiary of that holding company from time to time.

**Accessy's Technology** - The Service, App, API, A-beamer and all Accessy's and/or its licensors technology (including software, software development kits, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) owned by Accessy and/or its licensors, and/or used in providing the Service, App, API, A-beamer and subsequent updates or upgrades of any of the foregoing.

**Administrator** - Each Organization must appoint a User (a Member) to be the administrator of the Service. The Administrator is, by appointment, authorized to manage Accesses and invite Users as Members of the Organization.

**API** - Application Programming Interface operated by Accessy (or its licensors) that permits access to certain functionality in the Service and that enables the integration of the Service with other applications.

**App** - Accessy's software service and application that is necessary to control, utilize and interact with the Service. Accessy's App is available at [AppStore](#) (iOS) or [GooglePlay](#) (Android).

**Applicable Data Protection Law** - Refers to all privacy and personal data legislation applicable to the personal data including EU General Data Protection Regulation 2016/679 and any national laws adopted pertaining to this regulation. The term includes binding guidelines, opinions, recommendations and decisions from supervisory authorities, courts, or other authority (GDPR).

**Device** - The device connected to the Service (most often door-locks) that belongs to an Organization and that has been connected to the Service.

**Documentation** - Any Accessy supplied specification, installation and security instruction, guide, manual, and other documentation that explain the installation (if applicable), use and functions of the Service and the App, including but not limited to related system and service documentation, all comments, procedural language, materials useful for understanding and using the Service.

**Domain name and subdomain** - Defined under Organization below.

**Effective Date** - The date when the User has completed the required registration process and subscription for use of the Service.

**General Terms** - These General Terms and Conditions for Service.

**Intellectual property rights or IPR** - Patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

**Member** - A User that has become a member of an Organization. The Administrator of each Organization may invite a User (or approve application) to become a Member of the Organization.

**Member Data** - When becoming a Member, the Organization will keep records to identify the User as a Member. The Member identification is the User's first and last name in the Account. The Service will collect, and the Organization may access Access Data during the Member's use of the Service, in other words, the Member's performed Accesses. This Member Data constitute Organization Data.

**Organization** - Each Organization is named with a unique general Domain Name, for example *company*. This domain name identifies the Organization. The Organization may create unique subdomain names for certain allocation opportunities or for other internal register or identification purposes, for example *Region1@company* and *Region2@company*. Each Organization has its own Members (who have applied for membership or as appointed by the Administrator) who will be granted Access permissions from the Organization.

**Organization Data** - All electronic data, personal data, text, messages, communications, Member data, Access Data, or other materials owned and, as applicable, submitted to and stored in the Service by the Organization, which may include Personal Data. Organization Data also include data processed and created in or by the Service in connection with the use of the Service. The Organization Data does not include any User Account Data and Accessy Data.

**Personal Data** - Any information relating to an identified or identifiable natural person (data subject), including User Account Data, where an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as name, an identification number, location data, an online identifier.

**Recovery Code** - A User's own and unique code. The Recovery Code is provided to each User when registering for User Account and downloading the App. The Recovery Code is downloaded and stored as further detailed in Section 6. The Recovery Code is used by the User if the User does not have the Pin Code or has used the incorrect Pin Code leading to that the App will be in lock-mode. The Recovery Code is used to unlock the User Account and the App. If the User does not have a Recovery Code the User will have to reset the User Account with the result of loss of Member Data.

**Service** - Accessy's software-as-a-service (SaaS) and cloud based operated access control services and products ordered and subscribed by an Organization, and any subsequent updates, upgrades, and other services and/or products delivered or made accessible to the Subscriber in connection with the Service. The Service does not include any Third-Party Services and Materials. The Service is made available online by Accessy, via the applicable Organization login link, the App and otherwise as designated by Accessy.

**Support** - Standard offsite support service provided by Accessy in accordance with the [Accessy Support Terms for Service and App](#).

**Third-Party Services and Materials** - Any third-party software, service, or product that is not provided by Accessy as part of the Service and that may be used by the Organization, its Administrator and Users in connection with or via the Service, for example, service subscriptions, external applications, access control systems, connectivity, mobile network services (mobile subscriptions), gateways, links, functionality, websites or materials and third-party content and data.

**User** - The App is intended for use by persons using the Service (each a User). To become a User a person must install the App and complete the registration for an individual account in the Service (User Account Data). The Administrator of each Organization may invite a User (or approve application) to become a Member of the Organization and to grant Access to that Organization's Accesses.

**User Account Data** - The Users data provided by Users to Accessy for the registration of an individual User Service and App account with Accessy (Account) for which the User is required to supply Accessy with User's first name, last name, and mobile telephone number. Membership in an Organization is linked to the User-profile in the Account, i.e. the User is identified by the User's first and last name recorded in the Account. When creating an Account and by voluntarily providing Accessy with account information the User gives consent that Accessy may process such User's personal data.

## 2. Scope of Service & Subscription

These General Terms apply between Accessy and each User regarding the provision and use of the Service, App, and Support.

The User may subscribe for and use the Service and the App, by the User completing the required registration process for use of the Service and the App, and actively agreeing to be bound by these General Terms and attached exhibits, and any amendments and supplements thereto).

Accessy reserves the right to at any time change these General Terms to make them compliant with changes in legislation, decision of authorities on new or changed legislation or practises of courts, which in any way affect the provision of the Service, the App and Additional Service, or these General Terms.

## 3. Service and App License

Accessy grants to the User a non-exclusive, non-transferable, non-sub-licensable, and free of charge license to access and use the Service and the App. **Accessy and its licensors reserves all rights to the Service, the App, and Support not expressly granted herein.**

The User acknowledges and agrees that the Service, is licensed and subscribed on a Software-as-a-service and/or cloud basis, and in no way sold or transferred.

The use of the Service and the App is personal. The User shall in no way sell, resell, rent, assign, share, outsource, included in network, or in SaaS-services or in external cloud computing environments or lend the Service and the App.

The User is only permitted to use the Service and the App unchanged 'as supplied by Accessy' and may not modify, decompile, reverse engineer, disassemble or otherwise attempt to derive and/or gain access to source code from any software made available as part of the Service, and the App (except where the foregoing is expressly prohibited by law, and then only to the extent so prohibited).

Accessy may, without prior notification to the User, make changes to the Service, the App or the method of providing them.

Access to and use of the Service and the App requires appropriate connections to the Internet and functional mobile devices. The User is solely responsible for acquiring, installing, maintaining, and updating all hardware, mobile devices, computer software, and communications capability necessary for connecting to the Internet and for the use of the Service, and the App.

The User shall neither use nor permit others to use the Service, and the App for any unlawful, invasive, infringing, defamatory, fraudulent, or obscene purpose, or to alter, steal, corrupt, disable, destroy, trespass, or violate any security or encryption of any computer file, database, website, or network. Accounts in the Service registered by 'bots' or other automated methods are prohibited.

Accessy is not responsible for the User's use of the Service, and the App, or for any other person acting on behalf of the User. The User is responsible for all activities that occur during use of the Service and the App. The User agrees to immediately notify Accessy of any unauthorized use of any Service and the App, or any other known or suspected breach of security.

## 4. Ownership

**Accessy and its licensors, retain all rights, title, and interest in and to the Service and the App, Accessy's Technology, Accessy Data, Accessy Content and Documentation and Accessy IPR. These rights are protected by the copyright laws and international copyright treaties.**

**Accessy retains all right, title, and interest, including without limitation all IPR to the Service and the App, App, API, software development kits, Accessy Technology, Documentation, Accessy's Content, Accessy Data and all updates, upgrades, modifications, enhancements, Accessy's Confidential Information, and other works deriving from the foregoing. No right, title or interest is granted, express or implied, to the User hereunder to any of the foregoing. The User agrees not, at any time, contest or aid others in contesting or doing anything which impairs the rights, title, or interest in or validity of any of any of Accessy's proprietary or intellectual property rights.**

**Nothing herein grants any ownership rights in Accessy's proprietary or intellectual property rights.**

## 5. Access to Service and App

The Service and the App are provided by Accessy, via Accessy's operated system (including designated marketplaces for the App). The User shall access and use the Service and the App via Accessy's designated platform and/or instructions. Access to and use of the Service and the App require appropriate connections to the Internet or other relevant public electronic network.

To be able to use the Service and the App the User needs an individual account, created during registration for use of the Service and the App, with User rights and authorizations based on individual licensing rights. The User's designated credentials, such as pin-codes and Recovery Codes are strictly confidential and may only to be used by the registered User.

Accessy is not liable to the User or to anyone else acting on behalf of the User for failure to maintain the confidentiality of their credentials for the Service and the App, and the User agrees to indemnify and hold Accessy harmless for any claims arising from

loss of passwords.

## 6. Recovery Code

The Recovery Code is provided to each User when registering for User Account and downloading the App. The Recovery Code is automatically stored in the Device's secure memory; if iCloud or Google Drive is used the Recovery Code will also be securely stored there. The User may at any time delete (or re-store) the Recovery Code at iCloud or Google Drive by using the App.

The Recovery Code may be used by the User if the User does not have the individual Pin Code or has used the incorrect Pin Code leading to that the App will be in lock-mode. The Recovery Code is used, at the User's option, to unlock the User's User Account or App. If the User does not have a Recovery Code the User will have to reset the User Account with the result of loss of Member Data (memberships and Accesses, including pending invitations).

The storage and management of the Recovery Code at iCloud and Google Drive are Third-Party Service (as governed herein) is not under the control of Accessy, and Accessy is not responsible for such services provided by iCloud and Google Drive, or any data storage and/or retrievals, changes, or updates to such services. Each provider of these Third-Party Service is responsible for storage, management, security, and such data, through its services and operating systems.

## 7. Support

Accessy's Standard offsite support service for the installation and use of the Service and the App will be provided by Accessy in accordance with the [Accessy Support Terms for Service and App](#).

## 8. Compliance

The User is not permitted to use, resell, distribute, transfer, provide, sub-license, share with, or otherwise offer the Service and the App in violation of any laws, and anti-corruption statutes in all jurisdictions. Without limiting the foregoing, the User is prohibited to re-export, transfer, make available or release (together **Export**) the Service and/or the App to any destination, person, entity, or other user prohibited or restricted under trade laws of related countries pertaining to the Export, import, use, or distribution of the Service and the App.

## 9. Data Privacy and Personal Data

To the extent Accessy processes Personal Data Accessy shall treat such Personal Data in accordance with the terms and conditions set forth in [Accessy Privacy Policy](#).

## 10. Biometric Data

The Service, Accessy and Organizations do not take part in any collection, processing, or storage of any of biometric data, such as Face-ID, fingerprint, voice recognition. Each provider of these services is responsible for such data, through its services and operating systems.

## 11. Links to Third Party Sites

Third-party sites are included in Third-Party Services and Materials and as such are not under the control of Accessy, and Accessy is not responsible for the contents of any third-party sites, any links contained in third party sites, or any changes or updates to third-party sites.

## 12. Disclaimers

Accessy does not supply and is not responsible for any Third-Party Services and Materials. Any Third-Party Service and Material are subject to their own licenses, end-user agreements, privacy, and security policies, and/or terms of use. Accessy makes no warranty to and has no liability for Third-Party Services and Materials.

Except as stated herein, the Service, the App and any Documentation are provided to the User on an "*as is*" and "*as available*" basis.

Accessy does not warrant that use of the Service and the App will be error-free or uninterrupted. Accessy is not responsible for any hardware, mobile device, or software installed or used by the User or for the operation or performance of the Internet.

## 13. Liability

Accessy shall not be liable for any loss of profit, loss of use, loss of production, lost revenues, lost business or for any financial or economic loss or for any indirect or consequential damages whatsoever. Accessy does not accept liability for Third-Party Service and Material. Accessy does not accept liability for any effects upon mobile devices, hardware, equipment, software, and computer programmes, or upon any electronic or radio systems in equipment, vehicles, or aircraft in the vicinity of the User, of any emissions or transmissions to, from, by or through the network and/or mobile devices and equipment.

Nothing herein shall limit or exclude either party's liability for; (a) Death or personal injury cause by its negligence, (b) fraud or

fraudulent misrepresentation, and/or (c) any other liability that cannot be excluded by law.

## 14. Suspension of Service

Accessy, in its sole discretion, may suspend the User's use of the Service and/or the App until further notice; if the User violates/breaches any right and/or obligation under these General Terms, if it is revealed, or Accessy has reasonable ground for suspecting, that the User is using the Service, App or (on behalf of Accessy's customers) membership in Organizations, for illegal activities, fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law. Suspension is not a termination of subscription and membership, but merely a temporary suspension until relevant investigations have been performed.

Suspension does not exclude and is not related to the Organization's right to suspend or terminate the membership in accordance with the Organization's membership terms.

## 15. Term & Termination

Accessy's obligation to provide the Service and the App and the User's obligation to abide to these General Terms shall take effect and commence on the Effective Date and shall continue to apply until terminated by a party in accordance with this Section.

A User may terminate the User's subscription(-s) to the Service and/or the App immediately and at any time. If You no longer wish to use our Service, the App and wish to close Your Account, You can just unregister your account in the app or contact Accessy ([support@accessy.se](mailto:support@accessy.se)).

Accessy may terminate the User's subscription to the Service and/or the App immediately upon notice if; (a) the User is in material breach of its obligations under and pursuant to these General Terms, or (b) the User infringes any of Accessy's intellectual property rights, or challenges Accessy's ownership to or the validity of any intellectual property rights relating to the Service and/or the App, or (c) it is revealed, or Accessy has reasonable ground for suspecting, that the User is using the Service or App for illegal activities, fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law.

Please note that by deleting Your Account, the identity, i.e. mobile phone number registered in the Service, which is linked to Your Accesses, is also deleted.

Please note that if Your Account is terminated all memberships linked to your Account will automatically terminate.

If you only want to terminate a membership You can do so by ending it ("leaving it") by using Your App, or You can contact the Organization with which you have active membership and end it.

## 16. Winding up in the event of Termination of the Service

Termination of the Service for a User will not only terminate the User's access to the Service and the App, but it will also automatically terminate all User's memberships and the possibility to access Organizations and Accesses.

## 17. Force Majeure

Accessy will not be deemed in default, to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any event beyond the reasonable control of Accessy, including without limitation, any act of God, fire, earthquake, natural disaster, accident or act of government (in any case to the extent that such event is not due to, nor arises out of, the negligence of the party whose performance is delayed).

## 18. Notices

Any notice required or permitted hereunder shall be in writing and shall be given to the appropriate registered address or at such other address as the party may hereafter specify in writing. Such notice shall be deemed given; (a) if sent by email with delivery receipt the same day, (b) upon personal delivery to the appropriate postal address, (c) 3 business days after the date of mailing if sent by certified or registered mail, or (d) 1 business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery.

## 19. Severability

If any provision of the General Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the General Terms which shall remain in full force and effect.

## 20. Governing Law & Dispute

These General Terms and the rights and obligations of the parties pursuant thereto will be governed by the laws of Sweden, without regard to conflicts of law principles. The parties irrevocably agree that, subject as provided below, the courts of Sweden shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the General Terms (including the right to possible appeal), and any matter arising therefrom and irrevocably waive any right that they may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction. Nothing in this Section shall limit the right of Accessy to, at any time, seek injunctive relief in the courts of any appropriate

jurisdiction in the case of any breach or threatened breach or infringement of intellectual property rights.

## Accessy Support Terms for Service and App

The following support service is applicable to the use of Accessy's operated Service and App. Capitalized terms utilized in this document and not defined shall have the meaning set forth in the [Accessy General Terms](#).

Accessy retains the right to make changes to these Support terms and conditions. Nevertheless, Accessy shall only make changes that do not negatively impact Users and shall apply generally to all Users. Detailed descriptions, specifications etc. for Accessy's Service and App will be provided by Accessy by general announcement.

### 1. General Support Coverage

Accessy's support team will be available (as specified in Section 2 below) to assist the User in the use of the Service and the App. Each incident will be allocated a unique reference number by Accessy's support team, and the User will be informed of this number for tracking purposes.

A support service means that a User can request for Accessy's remote assistance with matters relating to registration, access, use of the Service and the App, including assistance in the event of changes in the configurations of the Service and the App.

### 2. Support Availability

Any support request shall promptly be notified to Accessy per email to [support@accessy.se](mailto:support@accessy.se) or a webform on Accessy's [website](#) or by telephone set forth in the webform.

Support services for Service and the App shall be provided during Accessy's normal business hours.

- Monday – Friday (8 am – 5 pm the Swedish Time Zone) (Business Hours).
- Support services are provided primarily per email.
- Accessy will use commercially reasonable efforts to respond to the User's support requests in connection with the Service (Support Response).

### 3. Support Prerequisites

The User must provide the following information in the support request.

- (a) Name of the User
- (b) Email address and phone number to the User
- (c) Detailed description of support issue

## Accessy Privacy Policy

### IF YOU ARE LOCATED IN EU, THE FOLLOWING POLICY WILL APPLY:

This Privacy Policy (**Policy**) sets forth Accessy AB's policy with respect to information that can be associated with, or which relates to a person and/or could be used by Accessy to identify or localize a person (**Personal Data**) and that is collected from or about You as a private individual using Accessy's operated Access control services (**Service**), and Accessy's App (**App**). This Policy also describes how Accessy collects, uses, shares and secures Your Personal Data, and Your choices regarding the use, access, and correction of Your Personal Data.

The Policy creates the legal framework for processing of Personal Data in a manner compliant with all privacy and personal data legislation applicable to the Personal Data, including EU General Data Protection Regulation 2016/679 and any national laws adopted pertaining to this regulation (**GDPR**). The term includes binding guidelines, opinions, recommendations and decisions from supervisory authorities, courts, or other authority.

### Separation of responsibilities

Even though all Your Personal Data is collected, stored and processed by and in the Service operated by Accessy, the GDPR requires a separation of responsibility between Accessy and each Organization (defined in [Accessy General Terms](#)) in respect of the processing of Your Personal Data, based on the control over the relevant data. Under the GDPR Accessy is considered a *data controller* of some data and the Organization is considered a *data controller* of some data.



## Accessy being the data controller

When registering for and using the Service and the App You need to provide certain Personal Data (name and phone number), which data Accessy will process for purposes of registration and use of Service/App (User Account Data as defined in [Accessy General Terms](#)). Accessy will also collect and store statistical data which may include information of Your use of the Service and App and may use location data (if allowed by you) linked to your use of the Service as described in Section 1 below. Such data is used by Accessy for the operation and improvement of the Service and its functions. For this Personal Data Accessy is a *data controller* pursuant to GDPR.

## Organization being the data controller

You need the App and to be registered for the Service to be able to use the Service. As described in more detail below, to be able to use the Service for certain Accesses You need to be included as a Member in the Organization administering the Accesses You want to use. When becoming a Member of an Organization, the Organization will include You in a certain registry in the Service dedicated to that Organization, by including Your name and phone number as already registered in the Service. The Personal Data also includes Your membership of the Organization. By becoming a Member of an Organization, that Organization is in control of Your Personal Data in the Service relating to Your membership and Your Access Data related to that Organization's Accesses. For this Personal Data the Organization is a *data controller* pursuant to GDPR. Since You can be a Member in several Organizations, each Organization is the data controller of Your Personal Data relating to each such Organization's memberships and Access Data (defined in [Accessy General Terms](#)).

To accommodate that the Service process all Personal Data, including the Personal Data for which the Organization is the data controller, Accessy and each Organization has agreed, as part of the Organizations' subscription for the Service, that Accessy will, on behalf of the Organization, collect and process the Personal Data for which the Organization is responsible. In this situation, subject to GDPR, Accessy is the Organization's *data processor*.

## Scope of this Policy

This Policy set out the terms and conditions under which Accessy, as a *data controller*, shall treat Your Personal Data.

This Policy does not provide information of the processing for which the Organizations is a data controller. Instead, each Organization, as a data controller, shall treat Your Personal Data in accordance with what is set forth in the Organization's membership terms and privacy policy, which is provided to You when you become a Member in each Organization.

If You have questions or complaints regarding this Policy, or regarding Your Personal Data relating to the App, App Account, and the Service they should be directed to Accessy directly in its capacity of data controller of such data. Please write to us at [support@accessy.se](mailto:support@accessy.se).

If You have any questions or complaints regarding a membership or any specific questions or complaints regarding Your Personal Data related to certain Accesses under a specific Organization membership, please contact the Organization concerned.

## 1. Why does Accessy collect and process Personal Data?

The Service is intended for use via mobile devices and downloaded application to gain Access (defined in [Accessy General Terms](#)) to certain published devices in the Service. The person using the application (or **App**) is called a **User** (or **You**). Downloading and using the App is free of charge.

A User's Access or utilization of the Service requires the App and a registration for an individual account with Accessy (**Account**). For registration of the App-account the User is required to provide first name, last name, and mobile telephone number. When the User has registered the App-account, the User has the "**Access-tool**" (Accessy App + the User's mobile device) and is entitled to become a Member of one or several Organizations, either by applying for membership or by invitation. Membership is linked to your User-profile in the App-account. In other words, the User is identified by the mobile telephone number in the individual App-account.

**When creating an App-account to use the Service the User also provides an explicit consent that Accessy may process the User's personal data in accordance with this Policy. By doing so the User also represent that the User is the owner of such App-account information or otherwise have the requisite consent to provide it to Accessy.**

When a User has become a Member of a certain Organization the Organization will keep records to identify the User as a Member and the Organization will have access to and control Member's Access Data in the Service related to that Organization's Accesses. The Organization shall treat any such Personal Data in accordance with what is set forth in the Organization's privacy policy, which is provided to You when you become a Member in each Organization.

The processing of Personal Data collected through the App, App Account and the Service is for the purpose of providing (administratively and electronically) and supporting the Service (such as keeping statistics, optimizing, uphold safety and security relating to the Service and to comply with legal requirements), as further described below.

Accessy will on its own account only host and process User's Personal Data obtained by the User becoming a User, and by the User using the Service (occasionally including location data), during and as a technical prerequisite for Accessy to provide the Service.

Accessy will, on behalf of Organizations, host and process Member Data and Access Data in the Service related to the Organizations' Accesses.

**The lawful basis for Accessy to process User's Personal Data is User's explicit consent (when registering for Account); on the basis of contract between Accessy and User (for the provision of the Service) and on the contracts (subscription agreements and data processing agreements) between Accessy and Organizations for User's membership and Accesses, to ascertain that the right person is granted right Accesses in the Service. Accessy also base Accessy's processing of User's Personal Data on Accessy's legitimate interest to provide necessary functionality required during use of the Service, to do technical enhancements and for improving the standard of the Service and security, to prevent misuse and illegal action, to collect statistics for the Service, and to perform necessary log/register maintenance.**

Accessy follow generally accepted standards to protect the Personal Data submitted to us, both during transmission and once it is received and stored. These security and privacy practices, including how we protect, collect, and use electronic data, text, messages, communications, or other materials submitted to and stored within the Service by You are found in Accessy's applicable [Accessy Data Security Standards](#).

Below You can find more detailed information on what data is collected and what it is used for.

### **Account Information**

We collect and process Your Personal Data when You register for an Account to access or utilize our Service, such as Your name (first name and last name) and mobile phone number, to be able to provide our Service and to identify Your Account in our Service.

Your mobile phone number is used to send You a SMS for activating Your Account.

Your name is only shared when requesting an Access and within Organizations You choose to join.

### **Using the Service, Access Log and other User statistics**

While using our Service the Service collects information about Accesses, such as door operations, enabling charging stations or whatever operation that may be available from an Access. This information belongs to and is controlled by the Organization and in which You are a Member, and which enables Your Access.

When You request an Access, You will provide us with Your Personal Data and data of the requested Access. Your Personal Data will be available to the Administrator in the Organization who has the authorization to approve Your request. This information is stored if Your Account is registered for use of the Service.

When You use your Accesses, each Access attempt is logged in the Service's Access log. This data is stored for 14 days, as default.

Accessy may also collect anonymous usage statistics to be used solely by Accessy to improve the Service and to find and fix problems and for improving safety and security when using the Service. We may also use mobile analytics software to allow us to better understand the functionality of our mobile versions of the App and the Service on Your mobile device. This mobile analytics software may record information such as how often You use the App, the events that occur within the App, aggregated usage, performance data, and where the application was downloaded from.

Accessy does not link any information that we store as usage statistics to any personally identifiable information that You submit for the mobile application.

### **Location Data**

You may choose to activate location data in Your mobile device to use the App to locate Your position (GPS positioning and Beacons) in relation to Accesses. The Service will then request permission to use Your location for displaying Accesses nearby in the App, but the Service does not (itself) process and store this location data, and as such this location data is not included in the Service, not covered by this Policy, and neither Accessy's nor the Organizations responsibility as a data controller. If You do not want to have Your location positioned, You can deactivate the location positioning function in Your mobile device.

The Service may also, occasionally and depending on whether a particular Organization has activated this functionality, use Access location data within the Service. The Access location data is a special functionality or configuration to Accesses used if the Organization requires proximity for Accesses (i.e. not remote Access). The Access location data together with the geographical position of an Access will indicate a User's performed Access at a certain time at a certain geographical place. Such Access location data is included in the Service and will be stored in the Service related to Accesses and as such covered by this Policy and Accessy's responsibility. This location data processed in the Service is not controlled or processed by the Organizations.

### **App**

When registering an App to Your Account and downloading the App to Your mobile device, the Service automatically collects information on the type of device You use, and the operating Service version. If the App is running in iOS You will also provide the Service with information on the device name such as "Eric's iPhone".



## Other

As for most websites and services delivered over the Internet, Accessy gathers certain information and stores it in log files when You interact with our websites and Service. This information includes internet protocol (IP) addresses as well as browser type, internet service provider, URLs of referring/exit pages, operating system, date/time stamp, information You search for, locale and language preferences, identification numbers associated with Your devices, Your mobile carrier, and system configuration information. Occasionally, Accessy connects Personal Data to information gathered in our log files as necessary to improve our Websites and the Service. In such a case, we will treat the combined information in accordance with this Policy.

## 2. Will collected Information be shared?

Accessy only shares Service data, including Personal Data, with our subscribing Organizations and their Administrators (see description below), and third-party service providers that Accessy uses to provide hosting for and maintenance of our Service, App development, backup, storage, payment processing, analytics, and other services for Accessy. These third-party service providers may have access to or process Your Personal Data for the purpose of providing services to Accessy.

All information about You and about Your User Account Data, Accesses and Access Data will, as a technical necessity, be automatically shared with the Organization that You belong to as a Member and its Administrators, for the purpose of administering Your membership and Your Accesses. Each Organization's use and processing of such data will be within the scope of the Service and Your membership with that Organization. The Organization's use of such data will be in accordance with each Organization's membership terms and data privacy policy which are provided to You when becoming a member of each Organization.

Accessy does not permit any third-party to use Your Personal Data for marketing purposes or for any other purpose than in connection with the services they provide to Accessy.

In certain situations, Accessy may be required to disclose Your Personal Data, or specific Access Data, in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. Accessy may disclose such data to respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims. Accessy may also share such information to the extent necessary to investigate, prevent, or act regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our applicable subscription/license agreements, or as otherwise required by law.

Accessy may also share Personal Data with other third parties when we have Your consent to do so.

## 3. Will transfer of Personal Data occur?

All data in the Service is processed within the European Economic Area (EEA).

Accessy is currently using Microsoft Azure' managed services for data processing and data storage (IaaS), in Microsoft Azure's servers in North and West Europe (Ireland and Netherlands). However, Microsoft Azure's processing and storage procedures may include that Service Data and/or Personal Data may be transferred outside of the EU/EEA within the Accessy's use of the service.

Having our IT infrastructure with Microsoft Azure (as Accessy's sub-processor) provides security that is designed and managed in alignment with best security practices and a variety of IT security standards.

Having our service operate on Microsoft Azure ensures that we can work in a manner which is certified under several global compliance programmes which underlines best practices in terms of data centre security.

All data in the Service which is stored and managed in and by Microsoft Azure' managed services for data processing and data storage (IaaS) can only be processed by using the Accessy Service.

All communication and transfer of personal data to and from (to Accessy) Microsoft Azure is encrypted. We use best practices in terms of encryption and security.

For more information about Microsoft Azure managed services for transfer of personal data outside of the EU and reasons for why Microsoft Azure may share personal data may be found here:

<https://docs.microsoft.com/en-us/compliance/regulatory/gdpr>

<https://privacy.microsoft.com/en-us/privacystatement>

## 4. How long do we keep Data?

Accessy will retain Your personal information for as long as Your Account is active or as needed to perform our contractual obligations to You, to provide the Services and App to You, to comply with legal obligations, to resolve disputes, to preserve legal rights, or to enforce our agreements.

Once Your Account is terminated, we will automatically delete all Your Personal Data within 14 days from Account-closure (see Section 5). Please note that Your Personal Data, User Account Data and Access Data may be retained longer for reasons described

in Section 2, but then such data will be kept in an aggregated and anonymized way.

## 5. How to deactivate the Service, the Account and delete the App

If You no longer wish to use our Service, the App and wish to close Your Account, You can simply deactivate Your Account by using the App and You can delete the App from Your mobile device., or You can contact Accessy and request to have Your Account deactivated and deleted, please email [info@accessy.se](mailto:info@accessy.se).

## 6. What if a data security breach?

Accessy has implemented and maintains appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access (a "**Data Security Breach**"), taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, so as to ensure a level of security appropriate to the risks represented by the processing and the nature of the Personal Data to be protected, including data security consistent with the [Data Security Standards](#).

If You want to report a Data Security Breach, please contact us via [support@accessy.se](mailto:support@accessy.se).

## 7. What are Your rights?

You have the right to be informed of what data Accessy processes about You when using the Service and the App, which is covered by this Policy. Furthermore, You have the right to review Your data. (All Your User Account Data and Organization Data will be shown and can be handled by You in Your App.)

If You believe that the information about You that Accessy process and store is incorrect, then You have the right to have it amended and, in some cases, deleted.

When the processing of Personal Data is based on Your consent, You have the right to withdraw that consent at any time. The withdrawal of Your consent does not affect the lawfulness of processing based on consent before the withdrawal. If You wish to exercise any of Your rights, please contact us via [support@accessy.se](mailto:support@accessy.se).

Please note that if You request that Accessy restricts or erases Your Personal Data or if You withdraw Your consent, this may lead to that the Service and App no longer can be fully provided to You.

You have the right to complain to a Data Protection Authority about our collection and use of Your Personal Data. For more information, please contact Your local data protection authority in the EEA. If You are in Sweden, you may complain to [Integritetsmyndigheten](https://www.integritetsmyndigheten.se/).

## 8. Will this Policy change?

Should European Parliament and/or the Council pass new regulations and/or issue any guidelines which contains terms that conflict with those used in this Policy, Accessy reserves the right to change this Policy from time to time to make it compliant with any such new legislation or guideline.

# Accessy Data Security Standards

This Data Security Standard policy sets forth Accessy AB's, a Swedish corporation with address Storgatan 22A, 211 42 Malmö, Sweden (**Accessy**) technical and organizational security measures for the processing of Personal Data to ensure a level of security appropriate to risks (**Security Standards**).

These Security Standards apply to all Personal Data that Accessy receives and process using the Accessy operated services (**Service**) and the App. This policy also forms part of the legal framework for Accessy's processing of personal data in [Accessy Privacy Policy](#). Capitalized terms utilized in this policy and not defined shall have the meaning set forth in [Accessy General Terms](#).

### 1. Access and access control

Accessy has a Service for Access control; to give the right person the right level and scope of access to the Service and assets published in the Service. Accessy has procedures for how access permissions in the Service are granted and removed. Accessy have certificate-based authentication checks and all authentication information is stored securely.

### 2. Physical access controls

Accessy takes reasonable measures to prevent physical access and prevent unauthorized persons from gaining access to Personal Data or ensure third parties operating data centres on its behalf are adhering to such controls.

### 3. Service access controls

Accessy takes reasonable measures to prevent Personal Data from being used without authorization. These measures vary based on the nature of the data processing undertaken and may include, among other; (a) controls, (b) authentication via passwords

and/or two-factor authentication, and (c) log of access on several levels.

#### **4. User Data access controls**

Accessy takes reasonable measures to provide that; (a) Personal Data is accessible and manageable only by properly authorized staff and authorized Organizations, (b) direct database query access is restricted, and application access rights are established and enforced to ensure that persons and Organizations (and its Administrators) entitled to use a data processing system only have access to the Personal Data to which they have privilege of access, and (c) Personal Data cannot be read, copied, modified, or removed without authorization while processing.

#### **5. Transmission controls**

Accessy takes reasonable measures to ensure that it is possible to check and establish to which entities the transfer of Personal Data by means of data transmission facilities is envisaged so that Personal Data cannot be read, copied, modified, or removed without authorization during electronic transmission or transport.

#### **6. Input controls**

Accessy use commercial best efforts to provide that it is possible to check and establish whether and by whom Service data has been entered into data processing systems, modified, or removed.

Accessy takes reasonable measures to ensure that; (a) the Personal Data source is under the control of relevant Data Controller, and (b) Personal Data integrated into the Service is managed by secured transmission from Accessy for interactions with Accessy's User Interface (UI) or Application Programming Interface (API).

#### **7. Data backup**

Back-ups of the databases in the Service are taken on a regular basis, are secured to ensure that Personal Data is protected against accidental destruction or loss. Accessy have documented procedures for recovery of data.

#### **8. Logical separation**

Personal data from different users is logically segregated on systems managed by Accessy to ensure that Personal Data that is collected by different users is segregated from one another.

#### **9. Physical safety**

Equipment, portable data media and the like that are not under the supervision of the Service data tree are locked to be protected against unauthorized use, influence, and theft.

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