

## **FORCE MAJEURE POLICY**

**Effective Date:** 5 August 2026

This Force Majeure Policy ("Policy") forms part of the contractual framework governing the products and services provided by **SafetyNet Americas Ltd** ("SafetyNet", "we", "our" or "us").

This Policy applies to all products, services, software, e-learning courses, subscriptions, digital content, physical goods and other contractual obligations provided by SafetyNet unless expressly agreed otherwise in writing.

### **1. Definition of Force Majeure**

A Force Majeure Event means any event or circumstance beyond the reasonable control of SafetyNet that prevents, delays or materially interferes with the performance of our contractual obligations.

Force Majeure Events include, but are not limited to:

- natural disasters including earthquakes, floods, hurricanes, tornadoes, volcanic eruptions, landslides and wildfires;
- epidemics, pandemics and public health emergencies;
- war, armed conflict, invasion, terrorism or acts of sabotage;
- civil unrest, riots, demonstrations or political instability;
- governmental actions, sanctions, embargoes, export restrictions, import restrictions or trade controls;
- changes in applicable laws or regulations affecting the provision of products or services;
- cyberattacks, ransomware attacks, denial-of-service attacks or other malicious digital activities;
- widespread internet failures;
- telecommunications failures;
- cloud service outages;
- hosting failures;
- software platform failures;
- failures of payment providers;
- failures of learning management systems;
- failures of domain name services;
- electrical power outages;

- utility failures;
- labour disputes, strikes or lockouts;
- transportation disruptions;
- customs delays;
- shortages of raw materials;
- shortages of electronic components;
- supplier failures;
- logistics interruptions;
- shipping delays;
- acts or omissions of third-party service providers beyond our reasonable control;
- court orders;
- governmental investigations;
- military mobilisation;
- national emergencies;
- any comparable event beyond the reasonable control of SafetyNet.

## **2. Effect of Force Majeure**

Where a Force Majeure Event occurs, SafetyNet shall not be considered in breach of contract solely because performance has become impossible, impracticable or substantially delayed.

Performance of the affected obligations shall be suspended for the duration of the Force Majeure Event.

## **3. Extension of Time**

Any contractual delivery date, service level, implementation schedule or performance deadline affected by a Force Majeure Event shall automatically be extended for the period during which the Force Majeure Event continues, together with any reasonable recovery period required to resume normal operations.

## **4. Digital Services**

Force Majeure may temporarily affect:

- website availability;
- customer portals;
- software platforms;

- learning management systems;
- online examinations;
- certificate generation;
- download services;
- subscription services;
- cloud-hosted applications;
- customer support;
- payment processing.

Temporary interruptions resulting from Force Majeure shall not constitute a contractual breach.

## **5. Physical Deliveries**

Where physical products are supplied, SafetyNet shall not be responsible for delivery delays caused by Force Majeure affecting:

- manufacturers;
- warehouses;
- freight carriers;
- customs authorities;
- ports;
- airports;
- courier services;
- governmental inspections.

Estimated delivery dates shall automatically be adjusted where necessary.

## **6. Third-Party Providers**

SafetyNet relies on third-party providers for certain services including hosting, payment processing, cloud infrastructure, communication systems and software platforms.

SafetyNet shall not be liable for delays or interruptions directly resulting from Force Majeure affecting those providers.

## **7. Mitigation**

SafetyNet will use commercially reasonable efforts to minimise the effects of a Force Majeure Event and resume normal operations as soon as reasonably practicable.

Nothing in this Policy requires SafetyNet to incur unreasonable expense or accept unreasonable commercial risk.

## **8. Customer Obligations**

Customers remain responsible for:

- safeguarding downloaded products;
- maintaining internet access;
- protecting login credentials;
- maintaining compatible hardware and software;
- backing up their own data;
- complying with applicable legislation.

## **9. Notifications**

Where reasonably practicable, SafetyNet may notify affected customers of significant Force Majeure Events through:

- email;
- customer accounts;
- website announcements;
- service status pages.

Failure to provide immediate notice shall not affect the application of this Policy.

## **10. Limitation of Liability**

To the fullest extent permitted by applicable law, SafetyNet shall not be liable for any direct, indirect, incidental, consequential, special or punitive damages arising from or related to a Force Majeure Event.

This includes, without limitation:

- business interruption;
- delayed training;
- delayed certification;
- delayed software access;
- delayed downloads;
- delayed deliveries;

- loss of profits;
- loss of contracts;
- loss of revenue;
- loss of anticipated savings;
- data loss;
- reputational damage;
- regulatory consequences suffered by the Customer as a result of delays beyond the reasonable control of SafetyNet.

Nothing in this Policy excludes liability where such exclusion is prohibited by applicable law.

## **11. Suspension or Cancellation**

If a Force Majeure Event continues for more than ninety (90) consecutive days and materially prevents performance, SafetyNet may suspend, modify or terminate the affected agreement without liability, except for obligations that had already become due before the Force Majeure Event occurred.

Where appropriate, SafetyNet may, at its sole discretion:

- extend subscriptions;
- reschedule training;
- provide replacement access;
- offer alternative delivery methods.

Such measures are discretionary and do not create any legal obligation.

## **12. Survival**

The provisions of this Policy shall survive the termination or expiration of any agreement where necessary to give effect to their purpose.

## **13. Governing Law**

This Policy shall be governed by and interpreted in accordance with the laws of England and Wales.

## **14. Jurisdiction**

Subject to any mandatory consumer protection laws applicable in the Customer's country of residence, any dispute arising from or relating to this Policy shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **15. Contact**

Questions concerning this Force Majeure Policy may be submitted using the contact details published on the SafetyNet website.

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