

LIMITATION OF LIABILITY AND INDEMNIFICATION POLICY

Effective Date: 5 August 2026

This Limitation of Liability and Indemnification Policy ("Policy") forms part of the contractual framework governing all products, services, software, digital content, training programmes, subscriptions and other services provided by:

SafetyNet Americas Ltd

Company Number: **17366592**

20 Wenlock Road

London N1 7GU

England

By accessing or using any SafetyNet website, product or service, you agree to the provisions of this Policy.

1. Purpose

The purpose of this Policy is to define the extent of SafetyNet's legal responsibility and to allocate certain risks between SafetyNet and its customers in a fair and commercially reasonable manner.

2. Application

This Policy applies to:

- all websites;
- online stores;
- e-learning platforms;
- customer portals;
- software;
- downloadable products;
- digital documents;
- databases;
- audit tools;
- templates;

- subscriptions;
- consultancy services;
- physical products where offered.

3. Use at Your Own Risk

Except where expressly stated otherwise, all Products and Services are provided on an "as is" and "as available" basis.

Users are responsible for determining whether any Product or Service is suitable for their own purposes.

SafetyNet does not guarantee that any Product or Service will satisfy every operational, legal or regulatory requirement.

4. Regulatory Responsibility

Customers remain solely responsible for complying with all applicable laws, regulations, industry standards and governmental requirements.

Nothing supplied by SafetyNet replaces the Customer's responsibility to:

- perform independent risk assessments;
- verify legal requirements;
- maintain competent personnel;
- obtain professional advice where appropriate;
- comply with applicable legislation.

5. Educational Materials

Training courses, software, procedures, manuals and safety documentation are intended to support education and operational compliance.

Completion of any course or use of any document does not itself constitute legal certification, governmental approval, professional licensing or proof of operational competence.

6. No Professional Advice

SafetyNet does not provide legal, engineering, medical, environmental or governmental advice through its Products or Services unless expressly agreed in a separate written consultancy agreement.

7. Disclaimer of Warranties

To the fullest extent permitted by applicable law, SafetyNet disclaims all express or implied warranties, including but not limited to:

- merchantability;
- fitness for a particular purpose;
- satisfactory quality;
- uninterrupted availability;
- uninterrupted software operation;
- compatibility with every device;
- non-infringement.

8. Limitation of Liability

To the fullest extent permitted by applicable law, SafetyNet Americas Ltd, its directors, officers, employees, affiliates, contractors, licensors and service providers shall not be liable for any indirect, incidental, consequential, exemplary, special or punitive damages arising out of or relating to the use of, or inability to use, any Product or Service.

This includes, without limitation:

- loss of profits;
- loss of revenue;
- loss of anticipated savings;
- business interruption;
- loss of contracts;
- loss of customers;
- reputational damage;
- loss of goodwill;
- production downtime;
- operational delays;
- regulatory investigations;
- regulatory penalties imposed on the Customer;
- environmental incidents;
- workplace incidents;
- data loss;
- cybersecurity incidents;

- corruption of electronic files;
- interruption of online learning;
- delayed certification;
- delayed deliveries;
- loss resulting from third-party actions.

9. Aggregate Liability

Except where prohibited by applicable law, the total aggregate liability of SafetyNet arising from any claim, whether in contract, tort (including negligence), statutory duty or otherwise, shall not exceed the total amount actually paid by the Customer for the specific Product or Service giving rise to the claim during the twelve (12) months immediately preceding the event giving rise to liability.

10. Customer Decisions

Customers acknowledge that operational, safety, engineering, environmental and regulatory decisions remain entirely their own responsibility.

SafetyNet shall not be liable for decisions made by Customers based upon:

- software output;
- audit tools;
- procedures;
- databases;
- training materials;
- templates;
- checklists;
- calculators;
- AI-assisted content.

11. Third-Party Services

SafetyNet is not responsible for failures of third-party providers including:

- payment providers;
- hosting providers;
- internet providers;
- cloud platforms;

- software vendors;
- telecommunications providers;
- logistics companies.

12. Force Majeure

SafetyNet shall not be liable for delays or failures resulting from Force Majeure Events as defined in the Force Majeure Policy.

13. Customer Indemnification

The Customer agrees to defend, indemnify and hold harmless SafetyNet Americas Ltd, its directors, officers, employees, contractors, affiliates, licensors and service providers from and against any and all claims, demands, actions, proceedings, liabilities, damages, losses, penalties, fines, judgments, settlements, costs and expenses (including reasonable legal fees) arising out of or relating to:

- breach of any agreement with SafetyNet;
- violation of this Policy;
- unlawful use of any Product or Service;
- misuse of software or digital products;
- misuse of training materials;
- misuse of certificates;
- infringement of intellectual property rights;
- infringement of privacy rights;
- negligent or intentional acts or omissions by the Customer;
- false information supplied by the Customer;
- unauthorised sharing of Products or Services;
- use of Products or Services in violation of applicable laws or regulations.

14. Third-Party Claims

Where any third party brings a claim against SafetyNet arising from the Customer's conduct, the Customer shall, to the fullest extent permitted by law, indemnify SafetyNet for all resulting liabilities, damages, settlements, judgments, legal costs and reasonable professional expenses.

15. Duty to Cooperate

Where indemnification applies, the Customer agrees to cooperate fully with SafetyNet in the investigation, defence and settlement of the relevant claim.

SafetyNet reserves the right to assume exclusive control of the defence of any matter subject to indemnification.

16. Exceptions

Nothing in this Policy excludes or limits liability that cannot lawfully be excluded or limited under applicable law, including liability arising from:

- fraud;
- fraudulent misrepresentation;
- wilful misconduct;
- death or personal injury caused by negligence where exclusion is prohibited by law;
- any other liability that applicable law does not permit to be excluded or limited.

17. Severability

If any provision of this Policy is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Survival

The provisions relating to limitation of liability, indemnification, intellectual property, confidentiality and dispute resolution shall survive the termination or expiration of any agreement between the parties.

19. Governing Law

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

20. Jurisdiction

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

21. Contact

Questions regarding this Policy may be submitted using the contact details published on the SafetyNet website.

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