

Terms and Conditions

Risk Data Analytics, Inc.

Effective Date: Sept 16, 2025

These Terms and Conditions ("Agreement") constitute a legally binding agreement between you ("User," "you," or "your") and Risk Data Analytics, Inc., an Idaho corporation ("Company," "We," "Us," or "Our"), governing your access to and use of our web portal at <https://www.riskdataanalytics.com> (the "Portal") and our mobile applications, including Certlok, Certlok SOS, and LiftAlert Authenticator (collectively, the "Apps") (together, the "Services"). The Services are licensed, not sold, to you.

BY ACCESSING, DOWNLOADING, OR USING THE SERVICES, YOU:

- Acknowledge that you have read and understand this Agreement;
- Represent that you are 18 years of age or older; and
- Accept and agree to be bound by this Agreement.

IF YOU DO NOT AGREE, DO NOT ACCESS, DOWNLOAD, OR USE THE SERVICES.

1. License Grant

Subject to this Agreement, We grant you a limited, non-exclusive, non-transferable, revocable license to:

- Access and use the Portal via a web browser on a device you own or control;
- Download, install, and use the Apps on a single mobile device or computer you own or control ("Device") for personal or authorized business purposes via the Apple App Store or Google Play Store;
- Access features, content, and services ("Content") through the Services, in accordance with this Agreement. This license is between you and Us, not Apple Inc. ("Apple") or Google LLC ("Google"), who are not responsible for the Apps.

2. License Restrictions

You shall not, unless permitted by applicable law or authorized by Us in writing:

- Copy, reproduce, or distribute the Services, except as necessary for your licensed use;
- Modify, adapt, or create derivative works of the Services;
- Reverse engineer, decompile, or attempt to derive the source code of the Services;
- Remove or alter any copyright, trademark, or proprietary rights notices;
- Rent, lease, sell, sublicense, or transfer the Services to any third party;
- Use automated tools or manual processes to scrape or monitor Content without Our consent;
- Use the Services in a manner that violates Apple App Store or Google Play Store policies.

3. Ownership

The Services are licensed, not sold. We retain all right, title, and interest in the Services, including intellectual property rights, except as granted herein. Apple and Google have no obligation to provide maintenance or support for the Apps.

4. Account and Security

You must provide accurate information to create an account (for Certlok and LiftAlert Authenticator) or have an account created for you by a third-party licensing company (for Certlok SOS, e.g., your employer or organization). You are responsible for maintaining the security of your account credentials, where applicable. For Certlok SOS, the licensing company manages your account, including updates and deletion requests, as described in Section 11 and the Privacy Policy at <https://www.riskdataanalytics.com/privacy-policy>. Notify Us at support@riskdataanalytics.com of any unauthorized use of your account.

5. Collection and Use of Information

Your information is handled per Our Privacy Policy at <https://www.riskdataanalytics.com/privacy-policy>, incorporated herein by reference. By using the Services, you consent to the collection, use, retention, and disclosure of your information as described in the Privacy Policy, including:

- **Mandatory Data Collection:** For Certlok SOS and LiftAlert Authenticator, location data is mandatory to provide services, such as incident tracking and safety monitoring.
- **Incident-Related Data Retention:** Data related to incidents (e.g., location information, user details from Certlok SOS's Incident Alert or Incident Management applets) may be retained as required by law, such as for insurance claims or attorney-client privilege.
- **Data Sharing:** For Certlok and LiftAlert Authenticator, you may opt in or opt out of sharing personal information (e.g., name, email, credentials) with third parties (e.g., unions, employers) via the CertLok Connect platform through your profile settings. For Certlok SOS and CertLok SOS applets, data sharing is managed by the licensing company.
- **Account Deletion:** You may request deletion of your account and associated data, where applicable, as detailed in the Privacy Policy. For Certlok SOS, deletion requests are processed by the licensing company, with our coordination.

6. Content and User Submissions

- **Our Content:** Remains Our property or that of Our licensors.
- **User Content:** You grant us a worldwide, non-exclusive, royalty-free license to use and process your submitted content ("User Content") to provide the Services. You warrant that User Content complies with applicable laws and Apple/Google policies (e.g., no illegal or harmful material).

7. Updates and Modifications

We may release Updates, which you must install promptly. We may also modify or discontinue the Services, subject to Apple and Google policies.

8. Third-Party Materials

Third-party content or links are provided as a convenience, and We are not responsible for them. Apple and Google are not liable for third-party materials in the Apps.

9. Geographic Restrictions and Legal Compliance

The Services are intended for use in regions where legally available. You are responsible for compliance with all applicable local laws, including those of Idaho and any jurisdiction where you access the Services.

10. Payments and Cancellation

If the Services include in-app purchases or subscriptions, payments are processed via Apple or Google per their terms. Subscriptions can be cancelled at any time, however the service will remain active until the end of the subscription period.

11. Term and Termination

- **By You:** Stop using the Services and delete the Apps. For Certlok and LiftAlert Authenticator, you may request account deletion via the in-app “Delete Account” option. For Certlok SOS, you may request deletion by submitting a request through Our web portal, as detailed in the Privacy Policy.
- **By Us:** We may suspend or terminate your access for breach or at Our discretion. Apple and Google may also remove the Apps from their stores per their policies.
- **Effect:** Your license ends upon termination, and you must cease use. Data retention and deletion are handled per the Privacy Policy, including retention of incident-related data for legal purposes and deletion or anonymization of non-incident data.

12. Disclaimer of Warranties

THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY, TO THE EXTENT PERMITTED BY IDAHO LAW, APPLE, AND GOOGLE POLICIES. WE DISCLAIM IMPLIED WARRANTIES (E.G., MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE), BUT THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, WE, APPLE, AND GOOGLE SHALL

NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, OR DIRECT DAMAGES EXCEEDING AMOUNTS PAID TO US, BY YOU OR BY A THIRD PARTY ON YOUR BEHALF, IN THE PRIOR 12 MONTHS. THIS DOES NOT LIMIT RIGHTS UNDER APPLICABLE CONSUMER LAWS.

14. Indemnification

You agree to indemnify Us, Apple, and Google from claims arising from your use of the Services or breach of this Agreement, naming Apple/Google as third-party beneficiaries for App-related claims.

15. Export Compliance

You may not use or otherwise export or re-export the Services except as authorized by United States law and the laws of the jurisdiction in which the Services were obtained. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Services for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

16. U.S. Government End Users

The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

17. Governing Law

This Agreement is governed by Idaho law, with disputes resolved in Ada County, Idaho courts, subject to mandatory local laws in your jurisdiction as required by Apple/Google.

18. Limitation of Claims

Claims must be filed within one (1) year of accrual, unless local law prohibits this restriction.

19. Entire Agreement and Changes

This Agreement and Our Privacy Policy are the full agreement. Material changes will be notified 30 days in advance via the Services.

20. Contact

Risk Data Analytics, Inc.

Email: support@riskdataanalytics.com

Phone: 208-269-3390