

# QIIQ MOBILE APPLICATION TERMS OF USE

These terms and conditions (“the App Terms”) apply to the download and use of SGS online mobile application called QIIQ, a Librestream company owned mobile app (“QIIQ App or App”). It is important you read these Terms carefully before downloading and using our App. If you have any questions regarding these Terms or any compliant, please contact us at support. QiiQ@sgs.com. “Appstore” means any online digital distribution platform for mobile applications. “you” and “your” – means any person using the App. “we,” “us,” “our,” “SGS” – means SGS GROUP MANAGEMENT SA.

By downloading and using the QIIQ App, you agree and accept to be legally bound by our App Terms. Please note that the App Terms relate solely to the download and use of our App, but generally you are also subject to our SGS Terms and Conditions for testing and inspection services (the Services), copies of which can be found at <https://www.sgs.com/en/terms-and-conditions>. In the event of conflict between the App Terms and SGS’s Terms and Conditions, the App Terms shall prevail. You must be at least 18 years of age to use this App.

The Appstore’s own terms and conditions may also apply to your download and use of our App. Please check these terms and conditions regularly to ensure you understand the terms that apply to you at that time. You may be required to read and accept the new terms before you continue to use the App.

From time to time updates to the App may be issued through the Appstore. Depending on the update, you may not be able to use the App until you have downloaded the latest version of the App and accepted any new terms. The App is provided free of charge. However, charges for the related Services may be applicable according to the Service contract. You acknowledge that your mobile network operator or Wi-Fi operator may charge you for using their systems or telephony network to access the App. The App is designed as a communication tool between you and SGS with an emphasis on voice and video streaming to allow SGS to perform the Services as agreed with you. Use of the App will enable you to take photos and Participate in video calls with SGS.

Use of the App shall be limited to only activities associated with the Services provided for in your agreement with SGS.

You shall not:

- use the App for any purpose which is in any manner inconsistent with the App Terms or which would be unlawful, abusive, obscene or threatening, or act fraudulently or maliciously, such as hacking into, inserting malicious code, or harmful data, into the App, or any connected operating system;
- use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users of the App;
- rent, lease, sub-license, loan, translate, merge, adapt, make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with any other programs;
- disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App; or
- collect any information or data from the App or our systems or attempt to decipher any related transmissions.

You acknowledge that all intellectual property rights in the App, the QIIQ trademark and SGS trademark anywhere in the world belong to or has been licensed to SGS and that rights in the App are licensed to you on a non-exclusive, non-transferable revocable basis solely for your personal use in accordance with the App Terms.

Please read our privacy policy to understand how we use your personal data when you log in to the app and how we protect any data collected during the audio or video session. The terms of our privacy policy are available at <https://www.sgs.com/en/privacy-at-sgs> and may be modified at anytime. By using the App, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

We have the right to disable the App at any time, if in our reasonable opinion you have failed to comply with the App Terms or the security of the App or operating system has been, or is likely to be breached.

By using this App, you accept all the risks associated with its use; inclusive of any health and safety risk associated with the use of a mobile device in a work environment.

Further, we do not warrant that the App will be uninterrupted or entirely error free. From time to time, the App may also be unavailable for use. As a result, you may be unable to make/receive calls, take videos or photos or to receive any messages from us. For the avoidance of doubt we shall not be liable for any loss or liability which may be suffered or incurred by you as a result of any suspension of, interruption to, the operation of the App.

We will not be liable to you in any way for any direct or indirect loss or damages suffered or incurred by you regarding your inability to access the App for any reason, any error, omission, or misleading statement in the App, or the failure or delay of any transmission or receipt of instructions, or any viruses that may infect your computer equipment or other proprietary on account of your access to or use of the App or you accessing any materials on the App save where such losses or damages are caused directly by our willful negligence or fraud. There may be provisions in the Service Terms and conditions that also apply in connection with your use of the App.



We use a variety of third parties to provide some of the data accessible to you on our App. We accept no liability for the reliability or accuracy from data provided by third parties. Any acquisition of any product from, or any dealings with, these third parties is at your own risk. We will not be liable for any reduced level or entire service failure caused by any third-party providers.

We will not be liable for any incompatibility of the App with any electronic device or any damaged or corruption caused to any electronic device as a result of, or connected with the download or use of the App.

We cannot guarantee that any downloads are free from viruses or cause any problems to your electronic device or other software.

You can uninstall the App from your electronic device at anytime. In doing so before the term of the Services, SGS will not be able to continue providing the Services to you in accordance to our agreement.

SGS can terminate this license if (i) you have not used the App for 6 months and that you have not reactivated it in order to use it again and (ii) if you have breached any of the Terms of the App. Upon termination of this license for any reason, all rights you have in respect of the App will immediately end.

We take English law as a basis for the establishment of relations with you before we accept you as a customer. The App Terms are governed by and construed in accordance with English law. You agree that legal action relating to these Terms and Conditions will be dealt with only by the Courts of England.