



Service Specific Terms – Incidents

Posted as of: 14 March, 2024
Effective as of: 14 March, 2024

The Agreement between Vatrix and the Customer (the Agreement) is made up of the following:											
Vatrix Master Service Agreement CLICK HERE	These are Vatrix’s standard terms and include all general terms that apply to Vatrix’s Services and the parties.										
Service Specific Terms <table border="1" data-bbox="199 609 593 826"> <tr> <td>Lone Working (formerly Alarms)</td> <td>CLICK HERE</td> </tr> <tr> <td>Incidents</td> <td>CLICK HERE</td> </tr> <tr> <td>Audits (formerly Workflows)</td> <td>CLICK HERE</td> </tr> <tr> <td>Risk</td> <td>CLICK HERE</td> </tr> <tr> <td>Business Objects</td> <td>CLICK HERE</td> </tr> </table>	Lone Working (formerly Alarms)	CLICK HERE	Incidents	CLICK HERE	Audits (formerly Workflows)	CLICK HERE	Risk	CLICK HERE	Business Objects	CLICK HERE	These are additional terms that apply to the particular Vatrix Service ordered by the Customer and include a description of the Vatrix Service. <i>This document includes details of the Processing Requirements for Customer Personal Data.</i> <i>This document is supplementary to the Vatrix Master Service Agreement for the particular Vatrix Service.</i>
Lone Working (formerly Alarms)	CLICK HERE										
Incidents	CLICK HERE										
Audits (formerly Workflows)	CLICK HERE										
Risk	CLICK HERE										
Business Objects	CLICK HERE										
Data Processing Addendum CLICK HERE	This sets out the terms that apply to the Processing of Customer Personal Data. <i>This document has priority over the Vatrix Master Service Agreement, the Service Specific Terms and the Order Form in respect of the Processing of Customer Personal Data.</i>										
Order Form	The Order Form specifies the details of the Vatrix Service(s) the Customer has chosen. It can either be a physical or electronic document executed by the Customer and accepted by Vatrix, or an order placed through the Vatrix website.										

Description of this Vatrix Service

Vatrix's Incidents is a cloud-based platform designed to streamline incident and hazard reporting in workplaces, leveraging advanced technology to facilitate real-time, mobile, and efficient communication. This solution enables rapid incident logging on any device, moving away from paper-based systems towards more reliable digital processes. The flexibility to use Vatrix's templates or customise your own ensures the product's applicability across a broad spectrum of use cases, from Health & Safety Reporting to Healthcare and other regulated industries, underscoring its adaptability and customisability.

Features of Incidents vary by subscription tier and pricing plan, providing a versatile solution that can be tailored to the specific needs of diverse organisations. Features may include the Incidents Mobile App for iOS and Android, offering intuitive incident reporting with support for multimedia evidence, and the Incidents Web Application for comprehensive incident management, including template customisation, follow-up action assignments, and enhanced report sharing.

Adopting Incidents enables organisations to manage workplace incidents and hazards more effectively, ensuring safety and compliance across various sectors. This approach not only promotes a safer working environment but also supports a culture of continuous improvement and adaptability to regulatory requirements.

Definitions and interpretation

Incidents User	a User that is authorised by the Customer to use the Incidents Mobile App and/or Incidents under the Subscription
Permitted Number of User Licences	means the maximum number of licences for Incidents that are included in the Subscription as specified in the Order Form
Incidents Mobile App	means Vatrix’s app for use on a mobile device as described in the Description of this Vatrix Service above
Incidents	means Vatrix’s browser-based software that may be used by the Customer and its authorised Incidents Users

for configuring and administering the Service

Vatix Service means the provision of the Incidents Mobile App licences, and Incidents licences on the terms of the Agreement

All other capitalised terms used, but not defined in these Service Specific Terms have the meanings given in the rest of the Agreement.

Section 1 | Incidents

- 1.1 **Ownership.** All intellectual property rights in and to Incidents and the Incidents Mobile App are owned by Vatix and/or its licensors. Nothing in the Agreement transfers the intellectual property rights to the Customer, any Users or any other person. All rights not expressly granted under these Service Specific Terms are reserved to Vatix.
- 1.2 **Licence.** Subject to the Customer paying all Fees and Charges when due and payable under the Agreement and to the Customer's compliance with the Agreement, Vatix grants to the Customer the Permitted Number of User Licences for use of Incidents for the term of the Subscription.

The Customer acknowledges and accepts that the licences granted for this Vatix Service are only for the 'Incidents' functionality of the Vatix Workspace and does not include access to other features such as 'Lone Working' or 'Audits' which are licensed separately.

- 1.3 **Reallocation of licences.** The Customer will be entitled to allocate each licence to any User using Incidents and to reallocate licences provided that it does not exceed the Permitted Number of User Licences. Vatix will have no liability for any effect on the Vatix Service of the Customer's reallocation of licences.
- 1.4 **Data Upload Limits.** The Customer will be entitled to store up to 100GB of files, media and other data on Protector Incidents. Note there is a 100MB limit per file uploaded directly to Incidents.

Section 2 | General

- 2.1 **Variation.** These Service Specific Terms may be amended by Vatix in accordance with the Master Service Agreement.
- 2.2 **Service start.** Vatix will provide the Vatix Service with effect from the Start Date for the Subscription Term.
- 2.3 **Training.** The Customer will ensure that each of its authorised Incidents Users are adequately trained on how to use the Vatix Service and that they understand the limitations, terms and conditions of the Vatix Service.
- 2.4 **Restrictions.** Except as set out in the Agreement or as is specifically allowed in law that cannot be excluded, the Customer will not (and will ensure its Users do not):
- (a) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, transmit all or distribute all or any part of the Incidents Mobile App or Incidents in any form or media or by any means; or
 - (b) de-compile, disassemble, reverse engineer or otherwise reduce to human readable form all or any part of the Incidents Mobile App or Incidents; or

- (c) access all or any part of the Vatix Service or Incidents Mobile App or Incidents in order to build a product or service that competes with the Vatix Service; or
- (d) use the Vatix Service to provide services to third parties; or
- (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make the Vatix Service available to any third party except authorised Incidents Users; or
- (f) attempt to obtain, or assist third parties other than authorised Incidents Users in obtaining, access to the Vatix Service, other than as provided under the Agreement; or
- (g) negligently, recklessly or deliberately introduce or permit the introduction of, any virus or other disabling code into the Vatix Service, the Incidents Mobile App or Incidents.

2.5 **Unauthorised access.** The Customer will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Vatix Service and, in the event of becoming aware of any such unauthorised access or use, will promptly notify Vatix.

2.6 **Personal Data Processing Requirements.** For the purposes of the Data Protection Addendum, the following sets out the Processing Requirements for Personal Data Processed by Vatix as a Processor for this Vatix Service.

Subject matter of the Processing
Recording the information related to incident or hazard reports in accordance with its normal use. Information may include text, files, media or GPS locations which relate to the incident being reported or escalated.
Duration of the Processing
For the Subscription Term plus up to 12 (twelve) months to deal with any post-termination requirements and further additional time, if relevant, to deal with any claims
Nature and purpose of the Processing
To provide the Vatix Service and administer the Customer Account
Categories of Personal Data to be Processed
<ul style="list-style-type: none"> • First name • Last name • Contact details (including phone number, email address) • Job title • Details of incident reports
Categories of data subject whose Personal Data is to be Processed
<ul style="list-style-type: none"> • Employees • Contractors • Persons under supervision and/or support of the Customer
Sub-processors that may be used
Vatix may use the Sub-processors for this Vatix Service. Details are available from https://vatix.com/legal/sub-processors