



Service Specific Terms – Protector Incidents

Posted as of: 09 February, 2022
Effective as of: 09 February, 2022

The Agreement between Vatix and the Customer (the Agreement) is made up of the following:							
Vatix Master Service Agreement CLICK HERE	These are Vatix's standard terms and include all general terms that apply to Vatix's Services and the parties						
Service Specific Terms <table border="1"><tr><td>Alarms</td><td>CLICK HERE</td></tr><tr><td>Incidents</td><td>CLICK HERE</td></tr><tr><td>Workflows</td><td>CLICK HERE</td></tr></table>	Alarms	CLICK HERE	Incidents	CLICK HERE	Workflows	CLICK HERE	These are additional terms that apply to the particular Vatix Service ordered by the Customer and include a description of the Vatix Service <i>This document includes details of the Processing Requirements for Customer Personal Data</i> <i>This document has priority over the Vatix Master Service Agreement for the particular Vatix Service</i>
Alarms	CLICK HERE						
Incidents	CLICK HERE						
Workflows	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 Vatix Master Service Agreement, the Service Specific Terms and the Order Form in respect of the Processing of Customer Personal Data</i>						
Order Form	This sets out details of the particular Vatix Service(s) ordered by the Customer						

Description of this Vatix Service

Overview. Vatix's Protector Incidents is a subscription service that enables incident and hazard reporting for employers and employees via the use of technology. Incidents makes it easy for employees and partners to record incidents – on any device, which allows you to avoid unnecessary delays and replace less reliable paper-based processes. Customers can use Vatix's own incident report templates or configure their own to meet the specific needs of their organisation. With additional capability to report, document, investigate and set actions for any type of incident or event management procedure, Protector Incidents is transforming the way organisations manage incidents and hazards in the workplace. The Vatix Service includes the following:

Protector Incidents Mobile App

Mobile app available for both iOS and Android. It allows the user to easily report a safety incident using configurable incident categories. Users can add additional information through text, images or other media as supporting evidence for the incident being reported. Managers can also use the app to track and manage incidents in real-time and on the go. New features may be added to the app at Vatix's discretion.

Current compatibility

- For iOS devices. iOS 10.0 or above
- For Android devices. Android 5.0 and above

Protector Incidents Software

This is our cloud browser based application, which is used by the Customer to configure and administer this Vatix Service. Features include:

- managing its authorised Incidents Users
- configuring incident reporting templates
- assigning incident follow ups to its authorised Incidents Users
- adding additional supporting information to incident reports
- reporting on incidents and follow up actions
- audit trails of incident reports
- exporting and sharing incident reports

Definitions and interpretation

Incidents User a User that that is authorised by the Customer to use the Protector Incidents Mobile App and/or the Protector Incidents Software under the Subscription

Permitted Number of User Licences means the maximum number of licences for the Protector Incidents Software that are included in the Subscription as specified in the Order Form

Protector Incidents Mobile App means Vatix's app for use on a mobile device as described in the [Description of this Vatix Service](#) above

Protector Incidents Software means Vatix'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 Protector Incidents Mobile App licences, Protector Alarm Software 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 | Protector Incidents Software

- 1.1 **Ownership.** All intellectual property rights in and to the Protector Incidents Software and Protector Incidents Mobile App are owned by Vatrix 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 Vatrix.
- 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, Vatrix grants to the Customer the Permitted Number of User Licences for use of the Protector Incidents Software for the term of the Subscription.
- The Customer acknowledges and accepts that the licences granted for this Vatrix Service are only for the 'Incidents' functionality of the Protector Incidents Software and does not include access to other features such as 'Alarms' or 'Workflows' which are licensed separately.
- 1.3 **Reallocation of licences.** The Customer will be entitled to allocate each licence to any User using the Protector Incidents Software and to reallocate licences provided that it does not exceed the Permitted Number of User Licences. Vatrix will have no liability for any effect on the Vatrix 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 Protector Incidents.

Section 2 | General

- 2.1 **Variation.** These Service Specific Terms may be amended by Vatrix in accordance with the Master Service Agreement.
- 2.2 **Service start.** Vatrix will provide the Vatrix 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 Vatrix Service and that they understand the limitations, terms and conditions of the Vatrix 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 Protector Incidents Mobile App or Protector Incidents Software 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 Protector Incidents Mobile App or Protector Incidents Software; or
 - (c) access all or any part of the Vatrix Service or Protector Incidents Mobile App or Protector Incidents Software in order to build a product or service that competes with the Vatrix Service; or
 - (d) use the Vatrix 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 Vatrix 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 Vatrix 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 Vatrix Service, the Protector Incidents Mobile App or Protector Incidents Software.

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

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 Vatrix as a Processor for this Vatrix 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 Vatrix 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
Vatrix may use the Sub-processors for this Vatrix Service. Details are available from https://vatix.com/legal/sub-processors